

COOPERATION AGREEMENT

The City of Lake City, Florida (“City”) and Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”) (collectively, the “Parties”), enter in this Cooperation Agreement this _____ day of _____, 2025.

RECITALS

A. Meridian intends to acquire the property described at Exhibit “A” (the “Property”).

B. The Property is located within the municipal limits of the City.

C. Meridian intends to use and improve the sixty-two (62)-year-old hospital facility (the “Hospital”) on the Property for the following uses (the “Uses”):

- Primary Care or Federally Qualified Health Center (“FQHC”)
- Inpatient Crisis/Emergency Program
- Crisis Stabilization Unit for Children and Adults
- Inpatient Psychiatric Beds (with the number of beds subject to funding)
- Not Including Long-Term Adult Residential Treatment Facility
- Not Including a Traditional Addictions Outpatient Counseling Program

D. The Parties desire to enter into this Cooperation Agreement to facilitate Meridian’s service to individuals with mental illness, which constitutes a “disability” covered by Title II of the Americans with Disabilities Act (“ADA”).

E. The Parties intend this Cooperation Agreement to state the agreement of the City to authorize Meridian’s use, and Meridian to mitigate potential impacts consistent with Title II of the ADA.

WHEREFORE, the Parties agree to the following in consideration of the mutual covenants:

1. Recitals. The Recitals are incorporated and binding on the Parties.
2. City Obligations. The City agrees to authorize Meridian’s uses of the Property as listed at Recital C., in consideration for Meridian’s obligations at paragraph 3., below.
3. Meridian’s Obligations. Meridian is committed to ensuring a safe and secure environment for both patients and staff in the proposed facility, Meridian at LakeShore. Meridian will provide 24/7 security as set forth by Meridian purchase and sale agreement with LakeShore Hospital Authority in addition to the security measures Meridian utilizes at all other facilities, including facility access controls and training in behavioral interventions. The security provided at Meridian at LakeShore shall be an integrated part of the team, able to assist staff and respond to situations on the units. All Meridian staff shall receive training on verbal de-escalation, managing volatile situations, and identifying factors that can escalate to aggression or violence. All Meridian staff working in inpatient

and acute care units shall receive additional training on effective aggression management in a healthcare environment. Meridian uses HSS Techniques for Effective Aggression Management (TEAM) as the training curriculum for a comprehensive risk mitigation program that includes physical interventions to manage conflict while reducing risk of injury. All security staff hired by Meridian or third-party security staff contracted with by Meridian shall also receive this training and support the staff providing client care in the Facility. Additionally, Meridian will work collaboratively with the Lake City Police Department to promote the efficient use of law enforcement personnel and to minimize situations requiring law enforcement presence at Meridian at LakeShore. While no list can be inclusive or exclusive, among the specific steps Meridian will take are:

- Sallyport(s) at facility for secure patient intake
- [Explain how best efforts for returning patients worked elsewhere and might work here]
- Fencing consistent with the “IAHSS Security Design Guidelines for Healthcare Facilities” and Florida regulatory standards for Crisis Stabilization Units. Fencing on the lakeside shall be wood, painted in a non-institutional color.
- Notify LCPD if a patient is reasonably believed to be a risk to self or others, consistent with 45 C.F.R. 164.512 (j)
- To the extent authorized by 45 C.F.R. 164.512 (f)(2) or other authority, notify LCPD of disclosable information for a patient who is missing or has escaped.

4. Joint Obligation. The City will assess the Facility to determine if the City’s public safety radio system (LCPD/LCFD/CCSO/CCFD/EMS) works within the Facility prior to issuance of a CO for the Facility. If not, Meridian will coordinate with Columbia County, which owns the public safety system the City uses, to install a suitable BDA/BBU (Bi-Directional Amplifier/Baseband Unit).

5. Specific Coordination Steps:

- Within fifteen (15) days after Meridian acquires the Property, the Parties shall designate respective members of a joint committee to address matters of mutual interest.
 - The Joint Committee shall consist of at least the head of the Meridian at Lakeshore operations and facility, together with LCPD Chief.
 - The Joint Committee shall meet not less often than once per calendar quarter, and more if special circumstances warrant.
- Meridian shall notify the LCPD , and the Authority of any consideration of expanding the Uses (“Expansion”), and at least sixty (60) days prior to applying for any permits or licenses for the intended Expansion. The Parties shall address the intended Expansion at a special Joint Committee meeting within fifteen (15) days of notice of intended Expansion. The Parties shall discuss possible impacts and possible mitigation, if any.

6. Alternative Dispute Resolution. The Parties may retain an independent mediator to resolve any material matter that is impasse.

7. Remedies. In the event of an alleged default of this Cooperation Agreement by either Party, the Parties agree:

- a. The allegedly non-defaulting Party will first seek mediation consistent with paragraph 6; and
- b. Failing resolution in mediation, the allegedly non-defaulting Party may file suit to enforce the terms of this Cooperation Agreement.

8. Successors. The Parties acknowledge that this Cooperation Agreement is being placed of public record in the Resolution of Chapter 164, Conflict Resolution between the Lake Shore Hospital Authority and the City. They acknowledge further that this Cooperation Agreement binds and inures to the benefits of all successors and assigns of the City and Meridian, including all successors in title or operation to the Hospital and successors in title to the Property.

IN WITNESS WHEREOF, the Parties to this Agreement have set their respective authorized signatures as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____

Print Name: _____

Title: _____

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.**

By: _____

Print Name: _____

Title: _____

EXHIBIT “A”

Parcels as defined by Property Appraisers office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women’s Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel northeast of hospital building

00-00-00-11794-000 – other tiny parcel northeast of hospital building

32-3S-17-13122-000 – parcel southeast of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, southeast of hospital building