

**INTERLOCAL AGREEMENT BETWEEN
HALIFAX HOSPITAL MEDICAL CENTER
AND THE
CITY OF EDGEWATER**

THIS INTERLOCAL AGREEMENT is entered into and effective this 16th day of November, 2015 by and between HALIFAX HOSPITAL MEDICAL CENTER, a special taxing district of the State of Florida ("Halifax"), and CITY OF EDGEWATER, a municipality of the State of Florida ("City").

WITNESSETH

WHEREAS, the City has an interest in the health care needs of its citizens and those who work, recreate, and travel through its geographic boundaries; and

WHEREAS, Halifax was formed by the Florida Legislature for the purpose of providing health care services and facilities; and

WHEREAS, the City recognizes the benefits that will flow to individuals within the City's boundaries through an affiliation with Halifax to ensure that adequate health care receiving facilities and services are located within the City and are available which will best meet the geographic, economic, and population-related needs of the City; and

WHEREAS, the City recognizes the benefits of new jobs created by Halifax providing additional health care services within the City; and

WHEREAS, the City recognizes the benefit of providing City residents with additional choice of conveniently located health care services within the City; and

WHEREAS, the City recognizes that Halifax will be making a significant capital and operating investment in an existing building located within the Community Redevelopment Area of the City to provide health care services within the City; and

WHEREAS, the City recognizes that Halifax presently does not intend to own such property and plans to rent the property and such property would not receive hospital taxing district exemptions ; and

WHEREAS, §163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the cooperative effort between the parties will mutually benefit the City and Halifax.

NOW THEREFORE, the parties agree as follows:

1. Halifax and the City agree that it is in their respective best interests to work cooperatively to review the health care needs present within the City.
2. Halifax and the City will strive to jointly address issues of mutual concern regarding the health care needs identified within the City and will work together to provide health care services within the City's boundaries to meet those needs. Such services may include, but shall not be limited to emergency and non-emergency primary care, to include a medical emergency receiving facility, and specialty physician services.
3. Halifax and the City agree that, subject to all regulatory requirements, Halifax may establish and operate health care facilities in appropriate and agreed upon areas within the City, as identified by Halifax, in consultation with the City.
4. Halifax and the City agree that the first Halifax Health facility established to meet the needs referenced in this Agreement shall be located at 311 S. Ridgewood Avenue (the "first facility"). The first facility shall be a Free Standing Emergency Department with related imaging services.
5. Halifax and the City agree that the first facility located at 311 S. Ridgewood Avenue will not initially be owned by Halifax and that the property will not receive hospital district tax exemptions as long as it is not owned by Halifax.
6. Halifax and the City agree that considering the significant investment on the part of Halifax and the benefits accruing to the City and its residents that this INTERLOCAL AGREEMENT shall be in effect for an initial thirty (30) year period, with additional renewal options of similar term at the completion of the initial term or any renewal term.
7. Halifax and the City agree that the City may elect to terminate this INTERLOCAL AGREEMENT if Halifax fails to comply with one or more terms of this Agreement after notice by the City of such noncompliance and a reasonable opportunity to cure any noncompliance.
8. Halifax and the City agree that the City may elect to terminate or extend for cause this INTERLOCAL AGREEMENT if Halifax does not have the first facility operational and open to the public within 36 months of execution of this Agreement.

9. Notices. Any notices required under this Agreement shall be in writing and either hand delivered or sent by U.S. mail to the following:

a. If to City:

City Manager
PO Box 100
Edgewater, FL 32132

b. If to Halifax:

Vivian Gallo, Esq.
General Counsel
Halifax Health
303 N. Clyde Morris Blvd.
Daytona Beach, FL 32114

10. Authority to Enter this Agreement. The parties acknowledge and certify that each has the authority to enter this Agreement.

11. No Third Party Beneficiary. No person or entity, other than the City and Halifax, shall have any rights under this Agreement. There are no third party beneficiaries.

12. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.

13. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall carry the same force and effect as the original.

14. Recording Agreement. Halifax hereby agrees to record this Agreement immediately following the effective date.

15. Amendments. Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and Halifax.

16. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

17. Entire Understanding. Except as otherwise specifically set forth herein or in any sub-agreement, this Agreement embodies and constitutes the entire understanding of the Parties

with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and Halifax further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.

18. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

19. Dispute Resolution. The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in accordance with the Florida Governmental Conflict Resolution Act, Chapter 64, Florida Statutes.

20. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date set forth above.

CITY OF EDGEWATER, a Municipality
of the State of Florida

By: _____

Title: _____

Attest:

City Manager

HALIFAX HOSPITAL MEDICAL CENTER,
a special taxing district of the State of
Florida

By: _____

Chair, Board of Commissioners

Attest:

Secretary, Board of Commissioners