

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 06-17-08 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: County Administration
Submitted By: County Administration
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No.1 to Agreement 2007-1758 with MD Now Medical Centers, Inc. to change the project location to 9060 N. Military Trail, Palm Beach Gardens, Florida 33410.

Summary: On October 16, 2007, the Board of County Commissioners approved a Community Development Block Grant (CDBG) Economic Set-Aside Agreement with MD Now Centers, Inc., in the amount of \$150,000 for the purchase/installation of specialized equipment and an emergency generator for use at the facilities located at 4560 and 4570 Lantana Road, Lake Worth, Florida 33463. The activity will create a total of ten (10) full-time equivalent jobs for low-and moderate income persons. The company could not move forward with its project at 4570 Lantana Road due to an owner/developer's lack of funds to complete construction. This amendment will allow for MD Centers, Inc. to change the project location to 9060 N. Military Trail, Palm Beach Gardens, Florida for its business expansion. **These are Federal funds that require no local match.** District 1 (DW)

Background and Policy Issues: MD Now Centers, Inc., an urgent care and medical walk-in center, provides affordable care to patients less likely to have a family physician and/or health insurance. MD Now Medical Centers, Inc. was originally awarded the Set-Aside grant for the Northlake and Military Trail area but could not negotiate an affordable lease for a specific building. MD Now Centers, Inc. meets the CDBG Economic Set-Aside Program requirements in securing a long term lease at 9060 N. Military Trail, Palm Beach Gardens, Florida and is located adjacent to the "Marginal" (10%-15% poverty) area of the Development Regions. The business will open in September 2008.

Attachments:

- 1. First Amendment
- 2. Contract R2007-1758
- 3. Copy of Public Notice

Recommended By: [Signature] Economic Development Director Date
Approved By: [Signature] Assistant County Administrator Date 5-29-08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included In Current Budget? Yes No
Budget Account No: Fund 1101 Department 143 Unit 1431 Object 8201
Program Code/Grant Year: BG70 / GY06

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

5/22/08
OFMB CN
5/22/08

5/23/08
Contract Dev. and Control

B. Legal Sufficiency:

5/27/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY
AND
MD NOW CENTERS, INC.

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2008, by and between Palm Beach County (hereinafter referred to as the "County"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **MD NOW CENTERS, INC.**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **4560 Lantana Road, Lake Worth, Florida 33463** and whose **Federal Tax Identification Number is 01-0790511**, hereinafter referred to as the "Company."

WITNESSETH

WHEREAS, on October 16, 2007, Palm Beach County and **MD Now Centers, Inc.** entered into an Agreement (R2007-1758) to provide \$150,000 in Community Development Block Grant funds for the purchase/installation of specialized equipment and an emergency generator, and to create ten (10) full-time equivalent jobs as specified in Exhibit "A" of the Agreement; and

WHEREAS, MD Now Centers, Inc., an urgent care and medical walk-in center, requests to change the project location from 4560 and 4570 Lantana Road, Lake Worth, Florida 33463 to 9060 N. Military Trail, Palm Beach Gardens, Florida 33410 for the purchase/installation of the specialized equipment identified in Exhibit "A" and remaining within the contracted amount; and

WHEREAS, MD Now Centers, Inc. is unable to expand its urgent care and medical center at the current project site, 4560 and 4570 Lantana Road, Lake Worth, Florida, due to a lack of financing by an owner/developer to complete the construction of the building; and

WHEREAS, MD Now Centers, Inc. meets the requirements of the CDBG Economic Set-Aside Program by securing a long term lease for an existing building at 9060 N. Military Trail, Palm Beach Gardens, Florida and locating adjacent to the "Marginal" (10% -15%) area of the Development Regions; and

WHEREAS, Palm Beach County desires to modify the original Agreement with MD Now Centers, Inc. entered into on October 16, 2007 for its business expansion by changing the site location from 4560 and 4570 Lantana Road, Lake Worth, Florida to 9060 N. Military Trail, Palm Beach Gardens, Florida 33410 for the

purchase/installation of the specialized equipment identified on Exhibit "A" and remaining within the contracted amount; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

EXHIBIT "A"

WORK PROGRAM NARRATIVE

I. The COMPANY Agrees to:

A. Sentence 1, Section A. entitled PURCHASE OF EQUIPMENT AND OTHER APPROVED ITEMS is hereby deleted and replaced with the following:

Purchase equipment for use in the Company's Urgent Care/Walk-In Medical Center at 9060 N. Military Trail, Palm Beach Gardens, Florida 33410.

(The remainder of this page has been left intentionally blank.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the COMPANY has hereunto set its hand and seal the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, A
POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: _____
Assistant County Attorney

By: _____
Economic Development Director

COMPANY: **MD NOW MEDICAL CENTERS, INC.**

By: _____
COMPANY Representative
Print Name & Title

Signature

By: _____
Witness Name

Signature

(CORPORATE SEAL)

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
MD NOW MEDICAL CENTERS, INC.**

THIS AGREEMENT, entered into this 16th day of October, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **MD Now Medical Centers, Inc.**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **4560 and 4570 Lantana Road, Lake Worth, Florida 33463** and its **Federal Tax Identification Number** as **01-0790511**, hereinafter referred to as the "Company".

WHEREAS, Palm Beach County has entered into an Agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with the Annual Consolidated Plan, and **MD Now Medical Centers, Inc.** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **MD Now Medical Centers, Inc.** to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. **DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (3) "EDO" means Palm Beach County Economic Development Office.
- (4) "HCD" means Palm Beach County Housing and Community Development
- (5) "Company" means **MD Now Medical Centers, Inc.**
- (6) "EDO Approval" means the written approval of the EDO Director or his designee.
- (7) "U.S. HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (8) "Low and moderate income persons" means the definition set by U.S. HUD.
- (9) "Held by or made available to" means the definition set by US HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Company will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the jobs created through this Agreement must be held by, or made available to, low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Company shall, in a satisfactory and proper manner as determined by EDO, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Company agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and EDO Director or designee-approved expenditures and encumbrances made by the Company under this Agreement. Said services shall be performed in a manner satisfactory to EDO. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total **authorized sum of \$150,000** for the period of **October 16, 2007** through and **including October 15, 2008**. Any funds not obligated by the expiration date of this Agreement automatically revert to the County.

Further budget changes within the designated Agreement amount can be approved in writing by the **EDO Director at his discretion up to ten percent (10%)** on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Company to the EDO Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under grant number B-00-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Company shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be **completed by the Company by October 15, 2008**.

3. METHOD OF PAYMENT

The County agrees to reimburse the Company for all budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Company or any subcontractor hereunder.

Requests by the Company for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to EDO for approval no later than thirty (30) days after the date of payment by the Company. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Company and EDO. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Company must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the Palm Beach County Economic Development Office later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Company shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by EDO. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with EDO. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the EDO Director or designee.

Should a project receive additional funding after the commencement of this Agreement, **the Company shall notify EDO in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the EDO Director or designee within forty-five (45) days of said notification.**

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Company or any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

MD NOW MEDICAL CENTERS, INC.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Company to EDO and approved by EDO prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and County laws and regulations. This includes ensuring that all consultant Agreements and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Agreement." Reimbursables will be at cost.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without prior written approval of the EDO Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written Agreement. Each business will be required to secure three (3) qualified quotes for goods and services (if goods and services include equipment each piece of equipment will require 3 separate quotes). The business must inform (EDO) in writing (and include the purchase order or written agreement) for the vendor selected. The purchase order or written agreement must include the name/type of goods or services purchased and all costs associated with the purchase.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the receipt of complete and accurate reports required by this Agreement, and in the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL COUNTY AND U.S. HUD REQUIREMENTS

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the Company and the Company cannot submit requests for the same expenses to more than one funding source or under more than one program.

EDO shall have the right under this Agreement to suspend or terminate payments until the Company complies with any additional conditions that may be imposed by the County or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following includes but is not limited to activities that require the prior written approval of the EDO Director or his designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders; and
- (e) Requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A.
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

PART IV
GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Company agrees that no person shall on the ground of race, color, national origin, religion, disability, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the