

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	May 15, 2018	[X ] [ ]	Consent Ordinance		Regular Public Hearing
Department:	Facilities Development &	Operations			
I. EXECUTIVE BRIEF					
0882 as amended by ("HCD") and Palm	Staff recommends motion to ap Assignment Agreement R2015-0 Beach County for the continued p source Center n/k/a the Senator in West Palm Beach.	0554 between provision of a	the Health Cardult and pediatri	e District ic primar	t of Palm Beach County cy care medical services
Beach (R2010-0137) Center would be open include a health clir entered into with purcenter clients after square foot health oppulation at large, medical services for R2015-0554, which the notice section at	nuary 12, 2010, the County enterdy for the County's purchase of Carated. The purchase agreement conic providing access to services of blic medical service providers to the normal business hours of the clinic (Clinic) for Lewis Center After the Assignment Agreement of the Lewis Center clients pursual expires on May 10, 2018. This had adds standard County nondiscus of the Interlocal Agreement remarks.	ity of West P ontained cond n a 24-hour b deliver prima e public heal clients only a t, the HCD h ant to Interlo First Amenda rimination an	alm Beach own ditions which re asis, 365 days pary care and bas th centers. The and it is not avas provided the cal Agreement nent extends the did third party be	ed prope quired the per year; ic medic Lewis ( ailable to primary (R2012- e term of eneficiary	erty on which the Lewis cat: (i) the Lewis Center and (ii) partnerships be all services to the Lewis Center includes a 2,773 to the general homeless medical care and basic 10882), as Amended by the Agreement, updates y provisions. All other
Homeless Advisory Plan). The BCC for center is one of the Beach as the first su centers. The Agreen	Justification: On May 1, 20 Board to develop a Ten-Year Pormally adopted the Ten-Year Planaction Steps of the Ten-Year Pach facility to be developed, as parament provided for two (2) renewal ment, there will be one remaining	lan to End H an in Septemb Plan. In July rt of an envisi al options, eac	omelessness in per 2008. Deve 2012, the Lew oned countywich ch for a period of	Palm Be elopment is Cente de netwo	each County (Ten-Year of a homeless resource r opened in West Palm rk of homeless resource
Attachments: First Amendment to	Interlocal Agreement				
Recommended B	y: MB HAMM Department	Wix		u [u]	18
Approved By:	County Adm	<u>alle</u>		5/H Date	7/18

#### II. FISCAL IMPACT ANALYSIS

**Five Year Summary of Fiscal Impact:** A. 2021 2022 2019 2020 **Fiscal Years** 2018 **Capital Expenditures Operating Costs External Revenues Program Income** (County) **In-Kind Match (County NET FISCAL IMPACT** # ADDITIONAL FTE **POSITIONS** (Cumulative) Is Item Included in Current Budget: No Yes Does this item include the use of Yes No federal funds: Budget Account No: Fund Dept Unit Program В. Recommended Sources of Funds/Summary of Fiscal Impact: \* There is no fiscal impact associated with this item. C. **Departmental Fiscal Review:** III. REVIEW COMMENTS **OFMB Fiscal and/or Contract Development Comments:** A. Legal Sufficiency: B. Assistant County C. Other Department Review: Department Director

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

#### FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Interlocal Agreement R2012-0882 dated June 19, 2012 as amended by the Assignment Agreement R2015-0554 dated May 5, 2015 (collectively the "Agreement"), is made as of \_\_\_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Health Care District of Palm Beach County, an independent special taxing District created pursuant to Chapter 326-2003, Laws of Florida as amended, ("District").

WHEREAS, the Agreement establishes the manner in which the District provides primary care medical services for program participants at the Homeless Resource Center (HRC); and

WHEREAS, the County and the District have determined it to be beneficial to both parties to continue the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the County and District agree as follows:

- 1. The term of the Agreement is extended to May 10, 2019, pursuant to the exercise of the first of two (2), one (1) year renewal options.
- 2. Paragraph 13 of the Interlocal Agreement is deleted in its entirety and replaced with the following:

### 13. NON-DISCRIMINATION

The District warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

3. Paragraph 16 of the Interlocal Agreement is deleted in its entirety and replaced with the following:

## 16. NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or District.

**4.** Paragraph 17 of the Interlocal Agreement is amended by updating the Health Care district information with the following:

#### As to the Health Care District:

Darcy J. Davis Chief Executive Officer 1515 N Flagler Dr. Suite 101 West Palm Beach, FL 33401-3429

#### With a copy to:

Valerie Shahriari, Esq. General Counsel 1515 N Flagler Dr. Suite 101 West Palm Beach, FL 33401-3429

And

Christopher Irizarry, MPA FQHC Executive Director C.L. Brumback Primary Care Clinics 1515 N Flagler Dr. Suite 101 West Palm Beach, FL 33401-3429

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the District and County.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:	PALM BEACH COUNTY, a political subdivision of the State of Florida			
SHARON R. BOCK CLERK & COMPTROLLER				
By:	By: Melissa McKinlay, Mayor			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS			
By:Assistant County Attorney	By: MB ALM WOLF Audrey Wolf, Director Facilities Development & Operations			
By: January Jack Signature of Witness  Printed Name of Witness	HEALTH CARE DISTRICT OF PALM BEACH COUNTY  By: Law J. Laws Signature  Darcy J. Davis, Chief Executive Officer			
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: Valerie Shahriari, Esq. General Counsel				