

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 4, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>	Public Hearing

Department: County Administration

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Funding Agreement (Agreement) with the Health Care District of Palm Beach County (District) under which the County will fund/reimburse up to \$10,000,000 in land acquisition, design services, and construction services for a Central Receiving Facility (CRF) as an infrastructure improvement to the behavioral health system in Palm Beach County.

**Summary:** The Palm Beach County Board of County Commissioners (BCC) approved a plan for the use of American Rescue Plan Act (ARPA) funds on July 13, 2021 including a \$10,000,000 allocation for infrastructure improvements to the behavioral health system. The BCC subsequently affirmed this allocation in the amended ARPA plan approved on November 2, 2021. On January 7, 2025, the BCC approved an agreement with the District provided that a provision be added to the Agreement requiring the District to be responsible for costs associated with operation and maintenance of the CRF, and shortening the timeframe for completion and opening of the CRF to 60 months. These changes have been made and agreed to by the District. These funds were earmarked for the District to acquire land and construct a CRF as part of their overall behavioral health infrastructure. The District has developed a Crisis Now Model consistent with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. SAMHSA identifies the three (3) critical elements of the model to be "Someone to Call, Someone to Respond and Somewhere to Go." The CRF will be the "Somewhere to Go" in the model. Funds will be distributed to the District on a reimbursement basis. In the event the District intends to sell the property, the County shall have right of first refusal. **This Project is included in the ARPA Response Replacement Fund. Countywide (HH)**

**Background and Justification:** The BCC has established Behavioral and Substance Use Disorders as a strategic priority and included behavioral health infrastructure as a priority in its ARPA plan recognizing the outgoing effects of Covid on mental health and the increasing need for a coordinated mental health system.

**Attachments:**

- 1. Agreement

Recommended by: N/A  
Department Director Date

Approved By:  1/28/25  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	\$10,000,000				
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	* \$10,000,000				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget?                      Yes  No   
 Does this item include the use of Federal funds?      Yes  No   
 Does this item include the use of State funds?        Yes  No

**Budget Account No:**

Fund            Agency            Organization            Object  
 1164            140                    110A                    810

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

\* Funding allocation was included in the approved plan for the use of American Rescue Plan Act (ARPA) funds on July 13, 2021. On November 2, 2021 these dollars were transitioned to Ad Valorem as ARPA revenue replacement.

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS:**

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

*Lisa M. [Signature]* 1/23/2025  
 OFMB MD 1/23  
 me 1/23

*[Signature]* 1/23/23  
 Contract Dev. & Control

**B. Legal Sufficiency**

*[Signature]* 1/25/25  
 Assistant County Attorney

**C. Other Department Review**

\_\_\_\_\_  
 Department Director

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)**

**FUNDING AGREEMENT  
BETWEEN PALM BEACH COUNTY  
AND  
HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

**THIS AGREEMENT** ("Agreement") is made and entered into this 4<sup>th</sup> day of February, 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and the HEALTH CARE DISTRICT OF PALM BEACH COUNTY, an independent special taxing district created pursuant to Chapter 2003-326, Laws of Florida, as amended, hereinafter referred to as "District" (the County and the District collectively referred to herein as the "Parties").

**WITNESSETH:**

**WHEREAS**, the District is an independent special taxing district created with the intent of maximizing the health and well-being of Palm Beach County residents by providing comprehensive planning, funding and coordination of health care service delivery and serving as the health care "safety net" for residents of Palm Beach County; and

**WHEREAS**, following the sudden and unexpected October 2019 closure of the Jerome Golden Center, one of the two operating comprehensive behavioral health centers in Palm Beach County, the Board of County Commissioners encouraged the District to expand their services to include a more significant behavioral health component with the desired goal of adding capacity and resilience to a stressed non-profit service network; and

**WHEREAS**, the District has been responsive to the emerging needs of the community and has collaborated successfully with the County in targeted responses to the opioid epidemic and the COVID-19 pandemic; and

**WHEREAS**, the District provides an array of high-quality health care services including trauma care and trauma system support, school health, a hospital, a skilled nursing facility, and a network of federally-qualified health centers; and

**WHEREAS**, the Parties recognize that behavioral health which includes substance use disorders, is an essential component of overall health and wellness; and

**WHEREAS**, the Parties recognize that creating a comprehensive and coordinated behavioral health system is a priority for many reasons including improving health care by connecting residents with quality, timely care through the least restrictive system of treatment, and reducing strain on the criminal justice system and hospital emergency rooms; and

**WHEREAS**, the County supports the District's goal of creating or contributing to a comprehensive and coordinated system of care that meets or exceeds national standards and applies evidence-based best practices for behavioral health response, treatment, and recovery; and

**WHEREAS**, the District has commissioned a feasibility study by Initium Health, a Denver-based consulting firm and public benefit corporation, to assess the current state of crisis care, and strategies through which the District can develop optimal crisis services, including a crisis receiving and stabilization facility; and

**WHEREAS**, successful implementation will require the coordination and cooperation of all parties involved in the delivery of behavioral health care in Palm Beach County and as an existing medical provider and a taxpayer funded entity, the District is well positioned to leverage its resources to facilitate the implementation of the Crisis Now Model in Palm Beach County or similar model; and

**WHEREAS**, the District can serve as a convener to support accountability and data transparency and ensure sustainability of a behavioral health program in Palm Beach County; and

**WHEREAS**, the District has approved moving forward with the implementation of the Crisis Now Model which serves as a framework for communities to implement the evidence-based national guidelines and which is best known for its three key programmatic components; Someone to Call, Someone to Respond, and Somewhere to Go; and

**WHEREAS**, national statistics indicate that when fully implemented, 98% of all persons connecting to the Crisis Now system will be able to have their behavioral health care needs met without requiring in-patient treatment; and

**WHEREAS**, the District has determined that the highest priority for the “Somewhere to Go” component of the model is the purchase of land for, and design and construction of a health care facility(ies) referred to as a Central Receiving Facility (“CRF”) and a Community Behavioral Health Center (“CBHC”), regardless of whether the components of CBHC are ultimately housed in the same building as the CRF, or a separate building on the same or different property as the CRF (collectively referred to as Behavioral Health Infrastructure or “BHI”); and

**WHEREAS**, crisis receiving and stabilization facilities provide 24/7 intensive, short term stabilization in a warm and welcoming environment accepting both walk-ins and individuals brought in by first responders; and

**WHEREAS**, the District has the authority to make and execute agreements of lease, contracts, deeds, mortgages, notes and other instruments necessary or convenient in the exercise of its powers and functions; and

**WHEREAS**, the District has the authority to plan and fund the construction, acquisition, ownership, lease, or otherwise improve, rehabilitate, renovate, furnish and equip health care facilities and to pay all or any part of the costs thereof from the proceeds of operating revenue, bonds, lease-purchase financing, or other obligation of indebtedness of the District or from a contribution, gift, donation or other funds of the District for such purpose; and

**WHEREAS**, the County desires to provide funding to the District for land acquisition, design and/or construction of BHI and on July 13, 2021 earmarked \$10 million dollars for “infrastructure improvements to the behavioral health system in Palm Beach County”; and

**WHEREAS**, the County finds that this Agreement is in the public’s best interest and serves a public purpose.

**NOW THEREFORE**, in accordance with the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1 – GENERAL UNDERSTANDING OF THE PARTIES**

- 1.1 The Parties affirm and incorporate the recitals set forth above.
- 1.2 The Parties are entering into this Agreement for the primary purpose of creating a point(s) where any person in Palm Beach County, regardless of their ability to pay, may enter the behavioral health care system for assessment, crisis stabilization, treatment, and development and implementation of a care coordination plan and treatment regardless of whether the entry is involuntarily pursuant to the Baker Act or Marchman Act or voluntarily. For the purposes of this Agreement, the Parties concur that any physical building(s) placed into operation and providing these functions and related support and administrative space is referred to as a CRF for the purposes of this Agreement.
- 1.3 The Parties concur that, for the purposes of this Agreement, a CBHC is a building that provides some or all of the following services: 1) crisis mental health services, including 24 hour mobile crisis teams, emergency crisis intervention services, and crisis stabilization; 2) screening, assessment and diagnosis, including risk assessment; 3) patient-centered treatment planning; 4) outpatient mental health and substance use services; 5) outpatient clinic primary care screening and monitoring of key health indicators and health risk; 6) targeted case management; 7) psychiatric rehabilitation services; 8) peer support, counselor services and family support; 9) behavioral health court; and/or 10) related support and administrative space.
- 1.4 The terms CRF and CBHC are used in this Agreement only for the purpose of describing the functional purposes of the building(s) and do not necessarily have the meanings set forth in regulations or common use.
- 1.5 The Parties’ highest priority is to have the CRF operational first, and as soon as reasonably possible.
- 1.6 In order to develop a robust behavioral health system, the District will have to continue to pursue all funding sources and streams of revenue available for this purpose. The County acknowledges that this Agreement does not preclude the District from submitting future requests to the County from other funding streams.

## **ARTICLE 2 – DISTRICT’S OBLIGATIONS**

**2.1 Land Acquisition.** The District will identify real property appropriate to accommodate BHI. The County Contribution (as defined in Section 3.1 below) shall first be used for land acquisition including all costs customary to a public land acquisition project including but not limited to; due diligence, testing, appraisals, purchase price, title, title insurance (collectively, “Land Acquisition Expenses”). The District shall comply with its land acquisition procedures, and shall provide County a copy of such procedures prior to acquisition. In determining site location, the District shall consider the availability of public transportation, compatibility of surrounding uses and neighborhood input.

2.1.1 The District acknowledges that the County Contribution is to be used only for BHI and is not to be utilized for the acquisition of land to sit idle or for the construction of buildings for other Health Care District purposes. Although this Agreement allows for the County Contribution to be used for Land Acquisition, Design Services and Construction Services of BHI other than the CRF, this Agreement does not require the District to make any financial commitments beyond the construction of the CRF, except as otherwise required by law. The District acknowledges that it is primarily responsible for obtaining funding for the CRF. The County’s contribution to funding for the project is currently limited to the County Contribution; should the costs incurred by the District for the Land Acquisition, Design Services and Construction Services exceed the County Contribution, the District will be responsible for such additional costs.

2.1.2 If land is purchased and a CRF is not opened for public use within the timeframe contemplated by Section 3.1 and Exhibit B of this Agreement, and the District is not diligently pursuing the BHI, the District agrees to repay the County the portion of the County Contribution or offer the County ownership of the land, at the County’s option (“County’s Option”). The County’s Option will expire at the time that the structure constructed on the land receives designation as a CRF and is opened for public use.

2.1.3 If, at any time after the CRF is opened for public use, the District determines that it is going to sell any property purchased with the County Contribution, the County shall have the right of first refusal (Right of First Refusal) to purchase the land and Behavioral Health Infrastructure at fair market value, less; 1) the total amount of the County Contribution, or, 2) the current appraised value of the percentage of land purchased with the County Contribution. This Right of First Refusal shall never expire. Notwithstanding the above, the District has the absolute right without any approval by the County, to use all or part of the Behavioral Health Infrastructure for ANY District purpose.

2.1.4 The Parties acknowledge that the County Contribution can also be utilized towards either the acquisition of an improved property that can be: 1) converted to a health care facility to be designated as a CRF or 2) existing improvements demolished and a new building constructed for such purpose.

2.1.5 If the District chooses to lease land from a public entity, the County Contribution shall not be used for lease payments but it shall be available to fund the design and/or construction of BHI.

**2.2 Design Services.** The District will retain a consultant appropriately licensed (e.g. architect/engineer firm) in the State of Florida and selected pursuant to all applicable federal and state laws to provide design services to create the required plans and specifications for the CRF and CBHC. Additionally, the District and its selected consultant will prepare, obtain and review bids, prepare contract documents, obtain subconsultants and subcontractors as necessary, inspect work in progress, recommend payment to contractors and provide other professional services customarily provided by similar professionals for this type of project, including but not limited to determining the feasibility of the CRF and CBHC, evaluating the site, conducting surveys, site preparation, soil testing, demolition, addressing drainage and erosion control systems, evaluating grading/soil compaction (collectively the “Design Services”).

**2.3 Construction and Construction Services.** Should the costs incurred by the District for Land Acquisition and Design Services be less than the County Contribution, then the District may use the remaining County Contribution to fund a portion of the costs of construction of BHI, as long as the construction is procured in accordance with all applicable federal and state law.

**2.4 Operations and Maintenance.** The District shall provide operations and maintenance expenses associated with the CRF and CBHC, and will not use the County Contribution for such purposes.

### **ARTICLE 3 – COUNTY OBLIGATIONS**

**3.1 County’s Not to Exceed Amount (“County Contribution”).** The County will timely pay any and all costs paid by District for the Land Acquisition, Design Services and/or construction of BHI in an amount not to exceed the currently appropriated County Contribution of Ten Million Dollars (\$10,000,000), as provided in this Article 3 and provided the District is in compliance with the requirements of “**Exhibit B**”, which is attached hereto and incorporated herein by reference, as may be amended from time to time by written Agreement of the parties.

**3.2 Prior Expenses.** Upon execution and approval of this Agreement, the District may request reimbursement of expenses up to One Hundred Thousand Dollars (\$100,000) for costs incurred for eligible Land Acquisition Expenses expended prior to the effective date of this Agreement. This amount is included in the County contribution.

**3.3 Requisition Process.** On or before the fifth (5<sup>th</sup>) Day of each month, the District may submit to the County a payment certification and requisition for costs incurred under this Agreement, which must include verification of Land Acquisition Expenses, a copy of the consultant’s or contractor’s application for payment, as applicable, certified by the District in accordance with the requirements of **Exhibit “A”**, which is attached hereto and incorporated herein.

3.3.1 The District agrees to deliver to the County such supporting materials as the County may reasonably require. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County will make payments to the District in the amounts due within 30 days from the date of receipt of a complete payment certification and requisition from the District. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County will make partial payment of the non-disputed amount within 30 days of the receipt of the payment certification and requisition, and provide notice of the disputed amount and the reason for the dispute to the District within fourteen (14) calendar days of receipt of the payment certification and requisition.

3.3.2 In order to expedite reimbursement of a large reimbursement, the County agrees that it will reasonably cooperate with the District on the “pre-approval” of the reimbursement request, so that if the supporting documentation for the actual reimbursement request is consistent with the “pre-approval” requirements, the County will be able to approve the request and transmit to the Clerk and Comptroller within 14 calendar days of the request.

**ARTICLE 4 – CONTRACT REPRESENTATIVES**

**4.1 County Representative.** The County’s representative/liaison (“County Representative”) during the performance of this Agreement will be Tammy K. Fields, Assistant County Administrator, telephone no. 561.355-3260 or email [tfields@pbcgov.org](mailto:tfields@pbcgov.org).

**4.2 District Representative.** The District’s representative/liaison (“District Representative”) during the performance of this Agreement will be Darcy Davis, CEO, telephone no. 561.804.5600 or email [DDavis@hcdpbc.org](mailto:DDavis@hcdpbc.org) or her designee.

**ARTICLE 5 – TERM AND TERMINATION**

**5.1 Term.** The term of this Agreement shall commence upon the approval and execution of this Agreement by both Parties (“Effective Date”) and continue until completion of all project phases which shall be no later than December 31, 2029

**5.2 Termination.** In the event that a party fails to comply with the terms of this Agreement, then the non-defaulting party will provide to the defaulting party notice of the default, and the defaulting party will have thirty (30) days within which to initiate action to correct the default and ninety (90) days within which to cure the default to the satisfaction of the non-defaulting party. In the event that the defaulting party fails to cure the default, the non-defaulting party will have the right to terminate this Agreement. The effective date of the termination will be the notice of termination.

**ARTICLE 6 - PERSONNEL**

**6.1 Qualified Personnel.** The District represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement and operate the CRF upon completion. The District warrants that all services will be performed by fully qualified and properly licensed personnel, who are authorized or permitted under state and local law to perform



such services. Such personnel will not be employees of or have any contractual relationship with the County.

**6.2 Consultant/Contractor Requirements.** The District will require its design consultants to provide professional liability insurance in amounts as the District reasonably determines. The District will also require all consultants/contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of the District endorsed thereon, in such amounts and in such manner as the District may reasonably require. The District will require that all consultants/contractors name County as an additional insured and/or third-party beneficiary to all insurance policies.

The District must include in its contracts with its consultants and contractors the following indemnity clause indemnifying the County:

*Consultant / Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant / Contractor and persons employed or utilized by the Consultant / Contractor in the performance of this Contract.*

The District will require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond will name County as a dual obligee.

#### **ARTICLE 7 - TAXES**

The County and District are both exempt from payment of Florida State Sales and Use Taxes. District shall pay, if any, all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Agreement. District shall make any and all payroll deductions required by law.

#### **ARTICLE 8 - INDEMNIFICATION**

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the District shall defend, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, actions, or damages arising during and as a result of the negligence of the District's officers, agents and employees in connection with the performance of the terms of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by District nor shall the same be construed to constitute agreement by District to indemnify the County for County's negligent, willful or intentional acts or omissions or to be sued by a third party.

## **ARTICLE 9 - MISCELLANEOUS**

**9.1 Successors and Assigns.** The County and the District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the District shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**9.2 Remedies; Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**9.3 No Third Party Beneficiaries.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the County and/or District.

**9.4 Independent Contractor.** The District is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. The District shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the District's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

**9.5 Arrears.** The District shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgement, lien, or any form of indebtedness. The District does not have the power or authority to bind the County in any promise, agreement or representation. The District further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**9.6 Access and Audits.** The District shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County, upon reasonable notice, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the District's place of business.

**9.7 Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the

production of records, and to audit, investigate, monitor, and inspect the activities of the District, its officers, agents, employees and lobbyists in relation to this Agreement in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**9.8 Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the District warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the District represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the District shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the District retaliate against any person for reporting instances of such discrimination. The District shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The District understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. District shall include this language in its subcontracts related to this Agreement.

**9.9 Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**9.10 Public Entity Crimes.** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the District certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**9.11 Notice.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Tammy K. Fields  
Assistant County Administrator  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office:  
301 North Olive Ave., Suite 601  
West Palm Beach, Fl. 33401

If sent to the District, notices shall be addressed to:

Darcy Davis, CEO  
Health Care District of Palm Beach County  
1515 Flagler Dr Suite 700  
West Palm Beach, Fl. 33401

With copy to:

Bernabe A. Icaza, Esq, SVP & General Counsel  
Health Care District of Palm Beach County  
1515 Flagler Dr. Suite 700  
West Palm Beach, Fl. 33401

**9.12 Entirety of Contractual Agreement.** The County and the District agree that this Agreement sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto.

**9.13 Regulations; Licensing Requirements.** The District shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. District is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**9.14 Scrutinized Companies.** (A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the District certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the

Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if District is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County. (B) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the District certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies with activities in Sudan List or Scrutinized Companies with activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

**9.15 Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., both Parties to this Agreement shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Parties are specifically required to keep and maintain public records required by law.

- A. Upon request from a custodian of public records, provide the requesting custodian with a copy of the requested records or allow the records to be inspected or copied with a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Parties agree that all fees, charges and expenses shall be determined in accordance with public records laws.
- B. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
- C. Both Parties are familiar with the requirements of Florida's public records laws and will comply therewith. Failure of either party to comply with the requirements of this article shall be a material breach of this Agreement.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT**

**HEALTH CARE DISTRICT OF PALM BEACH COUNTY, AT (561) 642-1022, RECORDSCUSTODIAN@HCDPBC.ORG, 1515 N. FLAGLER DRIVE, SUITE 101, WEST PALM BEACH, FL 33401.**

**9.16 Counterparts.** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. Either party may execute the Agreement through electronic or manual means.

**9.17 E-Verify – Employment Eligibility.** The Parties warrant and represent their compliance with section 448.095, Florida Statutes, as may be amended, and that they: (1) have registered with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) have verified that all subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The District shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The District shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

Either party may terminate this Agreement if it has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

*Remainder of Page Left Blank Intentionally*

IN WITNESS WHEREOF, County and District have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

**ATTEST:**

**COUNTY:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT &  
COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria G. Marino, Mayor

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

**APPROVED AS TO TERMS AND  
CONDITIONS:**

By:                     *Ka 1754*                      
County Attorney

By:                     *Tammy K-Cfields*                      
/Tammy K-Cfields,  
Assistant County Administrator

**DISTRICT:  
HEALTH CARE DISTRICT OF PALM  
BEACH COUNTY**

By:                     *Darcy Davis*                      
Darcy Davis, CEO

**EXHIBIT A**  
**PAYMENT CERTIFICATION AND REQUISITION**

Board of County Commissioners  
Palm Beach County, Florida

**Name of Agreement:** Funding Agreement for CRF/CBHC ("Agreement")

**Payee:** Health Care District of Palm Beach County ("District")

**Amount to be Paid:** \$

The District submits this payment certification and requisition (with accompanying invoices and other supporting documentation) to Palm Beach County, Florida (the "County") for payment under the above-referenced Agreement of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certifies as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Agreement;
- (ii) that the obligation described above was incurred by, or through, the District and that each item thereof is a proper charge against the Agreement and has not been the basis of any previous payment request;
- (iii) that all prior distributions made pursuant to previous payment requisitions relating to this Agreement were applied in the manner set forth in such payment requisition;
- (iv) that all required insurance and governmental approvals needed for the work at this time, are in full force and effect;
- (v) that the work performed to date has been satisfactorily performed in accordance with your contractual requirements with your consultants and/or contractors; and
- (vi) that there has not been filed or served upon the County or the District a notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

Health Care District of Palm Beach County

By: Darcy Davis  
Signature

Print Name: Darcy Davis

Title: CEO



**EXHIBIT B**  
**REQUIRED MILESTONES FOR DISTRICT'S ACTIVITIES**

In order to receive the County Contribution's pursuant to this Agreement, District shall comply with the milestones identified below. The milestones may be amended in writing by the Parties providing that the District is diligently pursuing compliance.

For the purposes of implementing the terms of this Agreement only, the following activities shall be defined accordingly.

- Land Acquisition shall mean either the date of: 1) closing on an acquisition or donation, or 2) lease execution with a private party, or recommendation for approval of a lease from the entity with managing control of a property where approval of DEP/State Lands, ARC or the Board of Trustees is required.
- Design and Permitting shall mean the date at which the District approves the plans to proceed to construction and may include the time required to include approvals by all governmental entities with jurisdiction, final building permit and conditional physical plant approvals by healthcare regulatory agencies.
- Construction shall mean the date at which the general contractor achieves substantial completion of its construction contract.
- Project Completion shall mean the date at which the building(s) is open to the public for the services contemplated pursuant to this Agreement and after receiving all operating permits/approvals required for the services to be delivered.

<b>ACTIVITY</b>	<b>MILESTONE</b>
<b>Land Acquisition</b>	<b>December 31, 2025</b>
<b>Complete Design and Permitting</b>	<b>September 30, 2027</b>
<b>Complete Construction</b>	<b>June 30, 2029</b>
<b>Project Completion</b>	<b>December 31, 2029</b>

For the purposes of Section 2.1.2, if the entire County Contribution is utilized by the District for Land Acquisition Expenses and the Land Acquisition Milestone is met, only the Project Completion Milestone shall have further purpose. Likewise, if the entire County Contribution is utilized by the District during the Design and Permitting phase and the Complete Design and Permitting is met, only the Project Completion Milestone shall have further purpose.