

**AGREEMENT BETWEEN PALM BEACH COUNTY AND T. LEROY JEFFERSON
MEDICAL SOCIETY, INC. FOR THE EIGHTH ANNUAL COMMUNITY HEALTH FAIR**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and T. Leroy Jefferson Medical Society, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Medical Society".

WITNESSETH:

WHEREAS, Medical Society is a not-for-profit organization of dedicated doctors bonding together to empower the underserved population in the Palm Beach County community through education, advocacy and guidance to create a spirit of wellness and convey the benefits of total well being through prevention and intervention services; and

WHEREAS, Medical Society presents an annual Community Health Fair to assist the underserved by providing an environment to enhance total well being and improve general health of both the community and families through screening, education, recreational, and entertainment activities; and

WHEREAS, the Eighth Annual Community Health Fair (the "Event") was held on April 26, 2008 at the Dr. Mary McLeod Bethune Elementary School in Riviera Beach, and was attended by more than one thousand (1,000) participants; and

WHEREAS, activities at the Event included an address by a motivational speaker, games, carnival, booths, balloon artist, bounce house, clown, face painting, aerobics, music, food, treats, and special prizes; and

WHEREAS, the estimated cost of the Event was approximately \$59,000 for carnival, speaker, printing/supplies, food purchase, toys, books, personnel costs, facility rental costs, custodial costs, servers, t-shirts, and other miscellaneous expenses related to the Event; and

WHEREAS, Medical Society has requested that County provide \$5,000 to help offset the cost of expenses for the Event; and

WHEREAS, funding to help offset costs for the Event in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, educational and recreational programs serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$5,000 to Medical Society to help offset costs for the Event for carnival, speaker, printing/supplies, food purchase, toys, books, personnel costs, facility rental costs, custodial costs, servers, and other miscellaneous expenses relating to the Event as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Medical Society on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Medical Society. Said information shall list each invoice paid by Medical Society and shall include the vendor invoice number; invoice date; and the amount paid by Medical Society along with the number and date of the respective check or proof of payment for said payment. Medical Society shall attach a copy of each vendor invoice paid by Medical Society along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Medical Society's Program Administrator and Project Financial Officer shall certify the total funds spent by Medical Society on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Medical Society and approved by Medical Society as indicated.

3. Medical Society incurred expenses for the Project beginning on February 1, 2008.

Those costs incurred by Medical Society for the Project, approved and submitted accordingly by Medical Society subsequent to February 1, 2008, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Medical Society may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Medical Society warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Medical Society agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Medical Society shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until October 31, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Medical Society is in default of its obligations under this Agreement, the County shall provide Medical Society thirty (30) days written notice to cure the default. In the event Medical Society fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Medical Society for the Project deemed to be in default and Medical Society shall return any County RAP funds already collected by Medical Society for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Medical Society shall complete the Project by July 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 1, 2008, through July 31, 2008. Medical Society shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2008. Upon written notification to County at least ninety (90) days prior to that date Medical Society may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Medical Society' request for said extension.

12. In the event Medical Society ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests

submitted by Medical Society. The determination that Medical Society has ceased or suspended the Project shall be made by County and Medical Society agrees to be bound by County's determination.

13. Medical Society agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Medical Society. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Medical Society is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Medical Society shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Medical Society, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Medical Society is eligible to receive reimbursement from the County.

17. Upon request by County, Medical Society shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Medical Society shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of

this Agreement for a period of not less than five (5) years. Upon advance notice to Medical Society, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Medical Society may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Medical Society 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Medical Society:

President
T. Leroy Jefferson Medical Society, Inc.
777 South Flagler Drive, West Tower, Suite 800
West Palm Beach, FL 33401

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

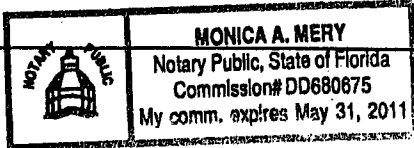
By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

Monica A. Mery
Monica A. Mery

T. LEROY JEFFERSON MEDICAL SOCIETY, INC.
FEI Number: 33-1007795



By: *Curtis P. Scott*

(Name (Type or Print))

Title

Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and Recreation Department

Recreation Assistance Program (RAP)
Exhibit "A" to Agreement

BACKGROUND INFORMATION

Name and address of Agency
Agency Name: T. Leroy Jefferson Medical Society, Inc.
Mailing Address: 777 South Flagler Drive, West Tower, Suite 500, West Palm Beach, FL 33401

Federal Employer Identification Number: 33-1007795

Name of President: Dr Patricia Sherron

Name of Executive Director: [Redacted]

Project/Project Liaison Information:

Name: Scott Scott, M.D. CURTIS SCOTT M.D.
Telephone #: 561-471-0950
Fax #: 561-471-0950
e-mail: sscott@tjmedicalsociety.org

Purpose/Mission of Agency: A group of dedicated doctors bonding together to empower the underserved population in our community through education, advocacy and guidance, to create a spirit of wellness and convey the benefits of total well being through the prevention and intervention services in the community.

PROJECT/PROGRAM INFORMATION

- 1. Name of Project/Program: Eighth Annual Community Health Fair
2. Project/ Program Description: To assist the underserved by providing an environment to enhance total well being and improve general health of both the community and families through Screening, education, recreational and entertainment activities.
3. Project/Program Elements: List anticipated broad categories of expenditure items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses".
4. Estimated Lump Sum Total for Project/Program: \$59,000.00
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid).

(Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation until after the Agreement is approved. Please note that all invoices and checks must be dated within the project/program time frame as noted above AND Categories for Project/Program Elements must be listed in Section 3 in order to be eligible for RAP reimbursement.

6. Required Attachments: Certificate of Insurance provided waived by PBC Risk Management

Amount of Recreation Assistance Program Funding awarded \$ 5,000
District 7
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@njccgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____

Project Name: _____

Submission #: _____

Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (_____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date

RE: T. Leroy Jefferson Medical Society

Dick Cohen

Sent: Wednesday, June 18, 2008 3:25 PM

To: Susan Yinger

Cc: Veronica Kinnett

I think it best to remove Sec 16 to avoid issues with CDC and/or CAO. This email will serve as Risk Mgm't approval to do so

From: Susan Yinger

Sent: Wednesday, June 18, 2008 3:20 PM

To: Dick Cohen

Cc: Veronica Kinnett

Subject: RE: T. Leroy Jefferson Medical Society

Hi Dick,

I believe they really don't carry liability insurance for their community educational programs because of the nature of the not-for-profit - I think it's only a handful of people. The allocation was made by Commissioner Greene's office before the event, but they told her they were getting insurance from the School Board and Shirley Meeks didn't realize that this form of insurance didn't meet our standard requirements. The organization told me that they had purchased the special one day event insurance and since the policy included liability they thought they were okay.

They were trying to do the right thing, it just didn't get run by me until after the fact. I don't like it when this happens.

I'm attaching the Agreement for your review. In light of the nature of the coverage, do you think the language needs to be changed? Or should I just eliminate the insurance section from the Agreement altogether?

Please advise. Thanks.

Susan

From: Veronica Kinnett

Sent: Wednesday, June 18, 2008 2:45 PM

To: Susan Yinger

Subject: FW: T. Leroy Jefferson Medical Society

Veronica Kinnett
Fiscal Specialist II
Parks & Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6637
fax (561) 242-7060

From: Dick Cohen

Sent: Wednesday, June 18, 2008 9:36 AM

To: Veronica Kinnett