

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	1,075,528	_____	_____	_____	_____
External Revenue	(860,422)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>215,106</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 1002 Dept. 147 Unit 1451 Object 3401
 Program Code HD29

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

Funding through Head Start grant - 80% from Health and Human Services (HHS), and 20% from Palm Beach County.

C. Departmental Fiscal Review. *Revised*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

<p><i>[Signature]</i> _____ OFMB 10/6/06</p>	<p><i>[Signature]</i> _____ Contract Dev. and Control 10/10/06</p>
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B. Legal Sufficiency:

[Signature]

 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

HEAD START DELEGATE AGENCY AGREEMENT

This Agreement is made and effective as of the _____ day of _____, 2006, between the parties, Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, herein referred to as the COUNTY, and The School Board of Palm Beach County, a Political Subdivision of the State of Florida herein referred to as the DELEGATE AGENCY.

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the COUNTY and the DELEGATE AGENCY agree as follows:

ARTICLE 1 - SERVICES

The DELEGATE AGENCY'S responsibility under this Agreement is to provide Full Day Head Start (Pre-School services, as more specifically set forth in the Scope of Work detailed in Exhibit "A") for 185 children and families at the "Delray Full Service Center" within its assigned geographical area in accordance with the Palm Beach County HEAD START Agreement at its facility for the period of October 1, 2006 through September 30, 2007. Compensation for services rendered by the DELEGATE AGENCY for this period shall be in accordance with Article 3 of this Agreement.

The COUNTY'S representative/liason during the performance of this Agreement shall be Dr. Carmen Nicholas, telephone number (561) 233-1611.

The DELEGATE AGENCY'S representative/liason during the performance of this Agreement shall be Mrs. Willie Jo Young, Principal, Delray Full Service Center, telephone number (561) 243-1569.

ARTICLE 2 - SCHEDULE

The DELEGATE AGENCY shall commence services on October 1, 2006, and complete all services by September 30, 2007. During this period, child development and family support services shall be provided Monday thru Friday during the hours 7:30am - 5:30p.m.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO DELEGATE AGENCY

The COUNTY shall pay to the DELEGATE AGENCY for providing the services hereunder up to the maximum amount of One Million, Seventy Five Thousand, Five Hundred Twenty-Eight Dollars (\$1,075,528). Payments shall be made by the COUNTY, on a monthly basis commencing October 1, 2006, based upon invoices submitted by the DELEGATE AGENCY by the tenth (10th) working day of each month following the month in which services were delivered in accordance with the schedule detailed in Exhibit "B". Failure to submit monthly reimbursement requests in a manner deemed correct and acceptable by the COUNTY, by the tenth (10th) working day of each month following the month in which services were delivered shall deem the DELEGATE AGENCY in non-compliance with this covenant and at the option of the COUNTY, the DELEGATE AGENCY will forfeit its claim to any reimbursement for that specific month's payment request or the COUNTY may invoke the termination provision in this Agreement. **In the event the DELEGATE AGENCY fails to submit acceptable reports and other required documents, monthly payments will be delayed. The COUNTY Finance Department will normally process invoices within thirty working days once it has been deemed correct and acceptable.** Any travel, per diem, mileage, meals or lodging

expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

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

Prior to the 10th day of the month following the last month of services under this Agreement, the DELEGATE AGENCY will provide the COUNTY with a final invoice, which must be marked final in sufficient detail and with supporting documentation satisfactory to the COUNTY'S Finance Department, based on the actual costs incurred by the DELEGATE AGENCY in providing the services in accordance with the budget set forth in Exhibit "B" hereof. Any other charges not properly included on this final invoice are waived by the DELEGATE AGENCY.

Budget changes within approved budget categories can be approved, in writing, by the DEPARTMENT director at his discretion. Such changes may not exceed ten percent (10%) of the total Agreement amount during the Agreement period. Requests for budget changes must be submitted in writing by the DELEGATE AGENCY to the DEPARTMENT director. Appropriate documentation of approval of any budget change request by the DELEGATE AGENCY'S Board of Directors must accompany such requests. Budget changes in excess of ten percent (10%) must be approved by the Palm Beach County Board of County Commissioners.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the DELEGATE AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged by the DELEGATE AGENCY for most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Agreement may be terminated, in whole or in part, by the DELEGATE AGENCY upon sixty (60) days' prior written notice to the COUNTY'S representative. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the DELEGATE AGENCY. Unless the DELEGATE AGENCY is in breach of this Agreement, the DELEGATE AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the DELEGATE AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The DELEGATE AGENCY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein-under shall be performed by the DELEGATE AGENCY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the DELEGATE AGENCY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. The DELEGATE AGENCY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the DELEGATE AGENCY'S personnel while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

Subcontracting is not authorized under this Agreement.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the DELEGATE AGENCY. The DELEGATE AGENCY shall not be exempt from paying sales tax, unless exempt pursuant to its own tax exemption number, to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the DELEGATE AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The DELEGATE AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and receipt of Federal funds designated for this purpose.

ARTICLE 10 - INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28 the DELEGATE AGENCY reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000

Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The School Board agrees to maintain Commercial General Liability and Business Auto Liability to the limits established by 768.28 Florida Statute, and maintains on file a Certificate of Insurance with the Palm Beach County Board of County Commissioners, a copy of which is affixed hereto.

The DELEGATE AGENCY agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

The DELEGATE AGENCY agrees to provide a statement, or Certificate of Insurance, evidencing insurance of self-insurance for the above required coverages.

The DELEGATE AGENCY agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by the COUNTY.

The DELEGATE AGENCY agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the DELEGATE AGENCY of its liability and obligations under this Agreement.

ARTICLE 11 - INDEMNIFICATION

Each of the parties to this agreement recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, and with respect to The School Board and the County to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the School Board and the County have under said statute.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the DELEGATE AGENCY 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 DELEGATE AGENCY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the DELEGATE AGENCY.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.

ARTICLE 14 - CONFLICT OF INTEREST

The DELEGATE AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The DELEGATE AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The DELEGATE AGENCY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the DELEGATE AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the DELEGATE AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the DELEGATE AGENCY. The COUNTY agrees to notify the DELEGATE AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the DELEGATE AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the DELEGATE AGENCY, the COUNTY shall so state in the notification and the DELEGATE AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the DELEGATE AGENCY under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The DELEGATE AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the DELEGATE AGENCY and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the DELEGATE AGENCY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the DELEGATE AGENCY'S failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The DELEGATE AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The DELEGATE AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The DELEGATE AGENCY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.