

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> |
|--|-----------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>885,293</u> | _____ | _____ | _____ | _____ |
| External Revenue | <u>(540,516)</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>344,777</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 - \$540,516 from Health and Human Services (HHS), and \$344,777 from Palm Beach County.

C. Departmental Fiscal Review.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Hand Out 9-20-07
 9/19/07 OFMB 9/19 CN 9/18/07

Jim J. Jacoby 9/24/07
 Contract Dev. and Control
 9/21/07

B. Legal Sufficiency:

[Signature] 9/24/07
 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 _____, 2007, 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 Florence Fuller Child Development Centers, Inc., a corporation authorized to do business in the State of Florida whose Federal I.D. Number is 59-1312245 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 parties agree that this Agreement shall apply to all services provided by the DELEGATE AGENCY for Full Day HEAD START services for 156 children and families within the geographical area in accordance with the Palm Beach County HEAD START Agreement at its facilities for the period of October 1, 2007 through September 30, 2008. 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 Lorraine Herdeen, Executive Director, telephone number (561) 391-7274.

ARTICLE 2 - SCHEDULE

The DELEGATE AGENCY shall commence services on October 1, 2007, and complete all services by September 30, 2008. 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 Eight Hundred Eighty-Five Thousand, Two Hundred Ninety-Three Dollars (\$885,293). Payments shall be made by the COUNTY, on a monthly basis commencing October 1, 2007, 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 all or any significant portion of the Head Start services is not authorized.

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 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

- A. **DELEGATE AGENCY** shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by DELEGATE AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by DELEGATE AGENCY under this Agreement.
- B. **Commercial General Liability** DELEGATE AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. DELEGATE AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** DELEGATE AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. If the DELEGATE AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing DELEGATE AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. DELEGATE AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** DELEGATE AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. DELEGATE AGENCY shall provide this coverage on a primary basis.
- E. **Professional Liability** DELEGATE AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of DELEGATE AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, DELEGATE AGENCY shall maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, DELEGATE AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. DELEGATE AGENCY shall provide this coverage on a primary basis.
- F. **Additional Insured** DELEGATE AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement,

or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." DELEGATE AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** The DELEGATE AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then DELEGATE AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should DELEGATE AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** immediately following notification of the award of this Agreement, DELEGATE AGENCY shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, DELEGATE AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement, COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

The DELEGATE AGENCY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of DELEGATE AGENCY.

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.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the DELEGATE AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The DELEGATE AGENCY 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. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the DELEGATE AGENCY'S sole direction, supervision, and control. The DELEGATE AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the DELEGATE AGENCY'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.

The DELEGATE AGENCY does not have the power or authority to bind the COUNTY in any promise,

agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The DELEGATE AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DELEGATE AGENCY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the DELEGATE AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 - ACCESS AND AUDITS

The DELEGATE AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY 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 DELEGATE AGENCY'S place of business.

The DELEGATE AGENCY shall provide the COUNTY with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Fla. Stat., and Chapter 10.550 and 10.660, Rules of the Auditor General, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7505, OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

The annual financial audit report shall include all management letters and the DELEGATE AGENCY'S response to all findings, including corrective actions to be taken.

The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue, including Federal and Non-Federal funds and costs by sponsoring agency and contract/agreement/grant number. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department
Division of Head Start/Early Head Start and Children Services
3323 Belvedere Road, Building 501B
West Palm Beach, Florida 33406

The DELEGATE AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit Pal complied with the applicable provisions noted above.

Two (2) bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the DELEGATE AGENCY'S fiscal year.

ARTICLE 21 - NONDISCRIMINATION

The DELEGATE AGENCY warrants and represents that all of its employees and clients are treated equally (during employment or service provision) without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The DELEGATE AGENCY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - 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.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the DELEGATE AGENCY certifies that it, its affiliates, suppliers 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).

ARTICLE 25 - DRUG FREE WORKPLACE

The DELEGATE AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the DELEGATE AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

2. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified above. In the statement notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms

of the statement and will notify the DELEGATE AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the DELEGATE AGENCY of the COUNTY'S notification of a contemplated change, the DELEGATE AGENCY shall, in writing:

- (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change
- (2) notify the COUNTY of any estimated change in the completion date
- (3) advise the COUNTY if the contemplated change shall affect the DELEGATE AGENCY'S ability to meet the completion dates or *schedules of this Agreement*. If the COUNTY so instructs in writing, the DELEGATE AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the DELEGATE AGENCY shall not commence work on any such change until such written amendment is signed by the DELEGATE AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - 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:

Dr. Carmen A. Nicholas, Director
Division of Head Start/Early Head Start & Children Services
3323 Belvedere Road, Building 501B
West Palm Beach, Florida 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the DELEGATE AGENCY, notices shall be addressed to:

Lorraine Herdeen, Executive Director
Florence Fuller Child Development Centers, Inc.
200 N. E. 14th Street
Boca Raton, 33432

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the DELEGATE AGENCY 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 in accordance with Article 26- Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

The DELEGATE AGENCY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if DELEGATE AGENCY'S employees are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The DELEGATE AGENCY acknowledges and agrees that all employees who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the DELEGATE AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 30 - REGULATIONS: LICENSING REQUIREMENTS

The DELEGATE AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein to include those applicable to conflict of interest and collusion. DELEGATE AGENCY 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.

ARTICLE 31 - ENFORCEMENT

In addition to the termination procedures, failure of the DELEGATE AGENCY to perform in accordance with this Agreement and the Head Start Performance Standards, Head Start Act, local, state and other policies associated with the operations of a Head Start/Early Head Start Program is subject to enforcement by the Head Start/Early Head Start Quality Council. Failure to perform may result in payment reduction of up to \$500.00 per violation. Violations will be incurred for patterns of non-compliance associated with meeting Performance Standards, late submission of documents and reports.

The Head Start Quality Council will convene, hear the matter, and if a violation is found to have occurred they can issue orders requiring corrective action and a reduction in payments.

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 DELEGATE AGENCY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

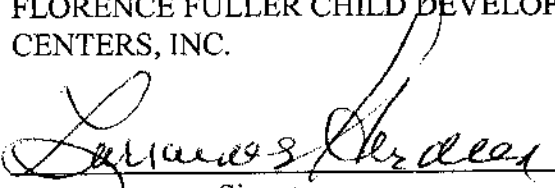
By: _____
Addie L. Greene, Chairperson

WITNESS:


DELEGATE AGENCY:
FLORENCE FULLER CHILD DEVELOPMENT
CENTERS, INC.



Signature



Signature



Name (type or print)

Lorraine E. Herdeen

Typed Name


Executive Director

Title

REVIEWED AND APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney


By: _____
Department Director

08/27/07

EXHIBIT "A"
Scope of Work

1.1 DELEGATE AGENCY agrees:

- A. To provide the services outlined in Sections 1304.20, 1304.21, 1304.22, 1304.23, 1304.24 and 1304.40 of the Head Start Performance Standards in accordance with the DELEGATE AGENCY'S Head Start/Early Head Start Service Area Plans, the Head Start PROGRAM as defined by the U. S. Department of Health and Human Services (HHS), COUNTY rules, regulations, and as required by the Head Start or Early Head Start Agreement. To operate five (5) days a week (daily center hours of operation should be at least a minimum of ten contact hours per day to accommodate working parents and parents in school or training for a minimum of 249 days) throughout the term of this Agreement for a maximum of 156 preschool children (ages 3 and 4);
- B. To adhere to all applicable Program Performance Standards for service provisions associated with the operation of Head Start Programs by COUNTY and Delegate Agencies promulgated by HHS Office of Human Development Services (OHDS), Administration for Children, Youth and Families (ACYF) including, but not limited to notices and instructions from the HHS Regional Office and OHDS Notices 45 CFR Part 1304; N-30-364-4; Head Start Performance Standards and the Head Start Reauthorization Act as amended October 1998, all of which are incorporated herein by reference; significant non-compliance may lead to deficiency status and termination of DELEGATE AGENCY Agreement and withdrawal of financial assistance [1304.3(a)(6) (i-iii)];

Particular attention is directed to the requirement of Section 644 (42 U.S.C. 9839) of the Head Start Act, as Amended October 27, 1998, that "all program activities... [shall be conducted]... effectively, efficiently and free of any taint of partisan political bias or personal, or family favoritism" (i.e. nepotism). Each DELEGATE AGENCY must maintain and implement a written policy, satisfactory to the County, to assure compliance with this requirement;

- C. Provide a daily education program for preschool children emphasizing the social, physical, and cognitive skills that are developmentally appropriate for preschool age children (1304.21);
- D. To provide breakfast, snack and lunch that meets USDA Child Care Food Program requirements and Head Start Performance Standards;
- E. Maintain a clean, safe, and well equipped environment (indoor/outdoor);
- F. To provide the number of teaching staff specified in OHDS Notice N-30-364-4; as are needed to teach and supervise the PROGRAM enrolled children [1304.52(g)(1)];
- G. To designate a qualified staff person to provide general supervision, staff administration and programming for the Head Start PROGRAM (1304.52);