

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 Consent Regular
 Ordinance Public Hearing
 Department

Submitted By: Community Services

Submitted For: Head Start/Early Head Start & Children's Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Children's Services Council of Palm Beach County, for the period of October 1, 2008, through September 30, 2009, in an amount of \$157,413 for Early Head Start services, and \$297,551 for Head Start services.

Summary: These Agreements will allow Children's Services Council to provide up to \$157,413 as part of the matching funding requirement to provide full day/full year comprehensive Early Head Start services to a total of 180 pregnant mothers, infants/toddlers, and up to \$297,551 as part of the matching funds requirement to provide full day/full year Head Start services to 1,871 three to five year old children and their families. Services include comprehensive health, education, parental involvement, nutritional, social and other services. No County funding is required. (Head Start) Countywide (TKF)

Background and Justification: The Head Start/Early Head Start program receives 80% funding from the Administration for Children, Youth, and Families (ACYF) U.S. Department of Health and Human Services with a requirement that the remaining 20% funding come from local sources. The Children's Services Council of Palm Beach County has agreed to provide up to \$157,413 for the Early Head Start program and up to \$297,551 for the Head Start program not to exceed more than 1/3 of the local match requirement. The remaining local match funds are provided by the County.

Attachments:

1. Children's Services Council 2008-2009 Agreement - Head Start
2. Children's Services Council 2008-2009 Agreement - Early Head Start

Recommended by: *[Signature]* 10-22-2008
Department Director Date

Approved by: *[Signature]* 11/5/08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>454,964</u>	_____	_____	_____	_____
External Revenue	<u>(454,964)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1002 Dept. 147 Unit 1451/1457 Object 3769
 Program Code HD 04 & EH 04

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

Matching funds for Head Start (\$297,551) and Early Head Start (\$157,413) from Children Services Council

C. Departmental Fiscal Review: *Realty*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Ahmed White 10.31.08
 OFMB *M* *10/30* *on 10/21/08*

Jim J. Jacobs 11/3/08
 Contract Development & Control
6 years 10/3/08

B. Legal Sufficiency:

J. P. [Signature]
 Assistant County Attorney *11/4/08*

These contracts comply with our review requirements.

C. Other Department Review:

 Department Director

AGREEMENT

This Agreement, entered into as of this 1st day of October, 2008 by and between the **CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Council") and **Palm Beach County Board of County Commissioners/Head Start Match Funds** hereinafter referred to as "Provider"), effective October 1, 2008 ("Effective Date") to September 30, 2009.

WITNESSETH:

IN CONSIDERATION of mutual agreements hereinafter contained, the parties intending to be legally bound hereby agree as follows:

1. The Council agrees to reimburse Provider for **Head Start Match Funds** up to an amount not to exceed **\$297,551** and according to the terms and conditions outlined in the attached **Exhibit "A"** (Budget).

2. Transfers from the Council to Provider will be made in accordance with the following procedures:

- a) A written request for funds submitted to the Council by the Provider specifying the amount requested based upon 1/12 of the funding allocation outlined in the attached **Exhibit "A"** (Budget). Provider will provide reconciliation of Council and federal funding received on April 30, 2009 and October 30, 2009 to ensure that CSC funding does not exceed 10% of the federal match.
- b) Provider shall submit an invoice to the Council by the 10th day of each month following the month in which the services were provided. The invoice will include documentation reflecting all expenditures made by the Provider under this Agreement, in whatever form reasonably required by Council. Subject to the availability of funds, the Council will provide reimbursement to the Provider within 45 days after receipt of the invoice.
- c) Provider agrees to refund any the Council's money advanced but not expended by September 30, 2009 within 30 days.
- d) Provider shall submit a final invoice to the Council no later than October 31, 2009 (with documentation deemed appropriate by the Council). The Council will not reimburse Provider for any expenditure made by Provider under this Agreement that is submitted after October 31, 2009.

3. The Provider agrees to retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years following termination of this Agreement or, if an audit has been initiated and audit findings

have not been resolved at the end of the five year period, the records shall be retained until resolution of all audit findings. Provider further agrees that all records, papers, letters, or other documents made or received in conjunction with this Agreement and the provision of services hereunder shall be subject to public access pursuant to the provisions of Chapter 119, Florida Statutes. The provisions of this paragraph shall survive termination of this Agreement.

4. The Provider shall submit to the Council reports of effectiveness and include statistics and data on the number of persons served. Said reports shall be made on the Progress Report Form, Exhibit "B" from the effective date of this Agreement on a semi-annual basis, April 30, 2009 and October 30, 2009.

5. The Council reserves the right to monitor, from a programmatic standpoint, any Provider sites receiving funding hereunder.

6. Notwithstanding any other provision of this Agreement, the Council may terminate this Agreement for any breach by the Provider. If the Council intends to terminate this Agreement, notice shall be provided in writing to the Provider no less than twenty-four (24) hours prior to the effective date of the termination. The Council's failure to terminate or suspend a Provider for past breaches of this Agreement shall not be construed as a waiver of its right to demand strict compliance with the terms of the Agreement or to terminate for said breaches or similar breaches, and shall not be construed to be a modification of the terms of the Agreement.

7. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or binding on the parties hereto. This Agreement shall not be modified unless in writing, signed by both parties hereto.

END OF TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

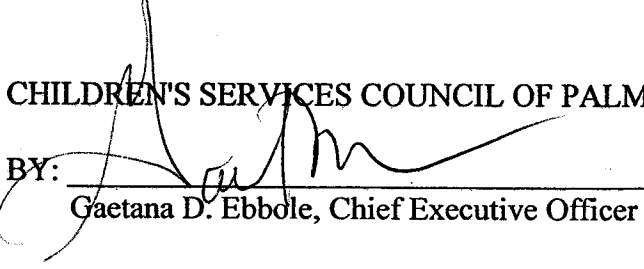
BY: _____

DATE: _____

Print Name

Print Title

CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY

BY: 
Gaetana D. Ebbola, Chief Executive Officer

DATE: 9/12/08

EXHIBIT 'A'

Budget

Exhibit "C":
Children's Services Council of Palm Beach County
2008/2009 FINANCIAL REPORTING REQUEST
For Period Ending: 09 / 30 / 2009

Agency: Palm Beach County Board of County Commissioners Contract/MOA #: 08-371

Program: Head Start Match

Description	Total Program	Expenses for the Period <u> </u> / <u> </u> / <u> </u> to <u> </u> / <u> </u> / <u> </u>	Total Expenses to Date
Personnel			
(1) Salaries	9,148,502.00		
(1) Fringe Benefits	3,925,747.00		
Travel	29,499.00		
Supplies	88,596.00		
Rent	84,862.00		
Contractual Services	5,694,803.00		
Other Costs			
(I) Other Operating Cost	\$ 1,727,765.00		
(II)			
(III)			
Total	\$ 20,699,774.00		
Amount paid by other sources	\$ 20,402,223.00		
CSC amount	\$ 297,551.00		
CSC%	1.5%		

Advance Funds Received _____
Prior Advance Repayment _____
Advance Balance _____
Advance Payment This Period _____
Net CSC Funds Requested _____

CERTIFICATION

The undersigned certify that the information contained in this report is a true and accurate

Prepared by: _____
NAME/TITLE DATE

Approved by: _____
NAME/TITLE DATE

EXHIBIT 'B'

Progress Report Form

Date Prepared by Provider: _____

**CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY
 PROGRESS REPORT FORM – Palm Beach County Board of County Commissioners – Head Start**

REPORTING PERIOD:

PROJECT OBJECTIVES	ACCOMPLISHMENTS: THIS REPORTING PERIOD	ACCOMPLISHMENTS TO DATE	CHALLENGES/ CORRECTIVE ACTIONS TAKEN
1.			
2.			
3.			

***NOTE:** This form is required for all Progress Reports/Final Reports. It is your responsibility to ensure that the required reports are provided 30 days prior to scheduled payments. Payments will not be released until the required Progress Report/Final Report has been received and approved by Children's Services Council Fiscal Director.

AGREEMENT

This Agreement, entered into as of this 1st day of October, 2008 by and between the **CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "Council") and **Palm Beach County Board of County Commissioners/Early Head Start Match Funds** hereinafter referred to as "Provider"), effective October 1, 2008 ("Effective Date") to September 30, 2009.

WITNESSETH:

IN CONSIDERATION of mutual agreements hereinafter contained, the parties intending to be legally bound hereby agree as follows:

1. The Council agrees to reimburse Provider for **Early Head Start Match Funds** up to an amount not to exceed **\$157,413** and according to the terms and conditions outlined in the attached **Exhibit "A"** (Budget).

2. Transfers from the Council to Provider will be made in accordance with the following procedures:

- a) A written request for funds submitted to the Council by the Provider specifying the amount requested based upon 1/12 of the funding allocation outlined in the attached **Exhibit "A"** (Budget). Provider will provide reconciliation of Council and federal funding received on April 30, 2009 and October 30, 2009 to ensure that CSC funding does not exceed 10% of the federal match.
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7. This Agreement contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or binding on the parties hereto. This Agreement shall not be modified unless in writing, signed by both parties hereto.

END OF TEXT ON THIS PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

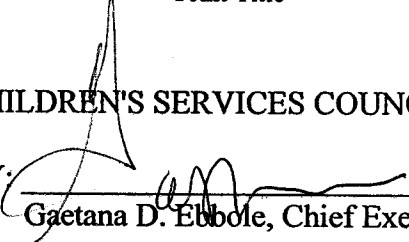
BY: _____

DATE: _____

Print Name

Print Title

CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY

BY:  _____
Gaetana D. Ebbole, Chief Executive Officer

DATE: 9/11/08

EXHIBIT 'A'

Budget

Exhibit "C":
 Children's Services Council of Palm Beach County
2008/2009 FINANCIAL REPORTING REQUEST
 For Period Ending: 09 / 30 / 2009

Agency: Palm Beach County Board of County Commissioners Contract/MOA #: 08-543

Program: Early Head Start Match

Description	Total Program	Expenses for the Period <u> </u> / <u> </u> / <u> </u> to <u> </u> / <u> </u> / <u> </u>	Total Expenses to Date
Personnel			
(1) Salaries	\$ 1,055,727.00		
(11) Fringe Benefits	478,321.00		
Travel	2,756.00		
Supplies			
Rent	46,268.00		
Contractual	943,645.00		
Capital Expenses			
Other Costs			
(I) Other Operating Cost	\$ 101,819.00		
(II)			
(III)			
Total Program Allocation	\$ 2,628,536.00		
Amount paid by Other Source	\$ 2,471,123.00		
CSC Amount	\$ 157,413.00		
CSC%	6.4%		

Advance Funds Received _____
 Prior Advance Repayment _____
 Advance Balance _____
 Advance Payment This Period _____
 Net CSC Funds Requested _____

CERTIFICATION

The undersigned certify that the information contained in this report is a true and accurate

Prepared by: _____
 NAME/TITLE DATE

Approved by: _____
 NAME/TITLE DATE

EXHIBIT 'B'

Progress Report Form

Date Prepared by Provider: _____

CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY
PROGRESS REPORT FORM – Palm Beach County Board of County Commissioners – Early Head Start Match

REPORTING PERIOD:

PROJECT OBJECTIVES	ACCOMPLISHMENTS: THIS REPORTING PERIOD	ACCOMPLISHMENTS TO DATE	CHALLENGES/ CORRECTIVE ACTIONS TAKEN
1.	•		
2.			
3.			

***NOTE:** This form is required for all Progress Reports/Final Reports. It is your responsibility to ensure that the required reports are provided 30 days prior to scheduled payments. Payments will not be released until the required Progress Report/Final Report has been received and approved by Children's Services Council Fiscal Director.