



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

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>454,964</u>	_____	_____	_____	_____
External Revenue	<u>(454,964)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<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 1002/147/1451-1457/R3769

**C. Departmental Fiscal Review:** Tauna Malhotra  
09/30/09

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 10/19/09  
 VA OFMB 10/19/09  
 10/19/09  
 10/16/09

[Signature] 10/13/09  
 Contract Development & Control  
 10/13/09

**B. Legal Sufficiency:**

[Signature] 10/14/09  
 Assistant County Attorney

*These Agreements meet our review requirements.*

**C. Other Department Review:**

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

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

## AGREEMENT

This Agreement, entered into as of this 1<sup>st</sup> day of October, 2009 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, 2009 ("Effective Date") to September 30, 2010.

### 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, 2010 and October 30, 2010 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, 2010 within 30 days.
- d) Provider shall submit a final invoice to the Council no later than October 31, 2010 (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, 2010.

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 quarterly basis.

5. Provider will notify the Council in writing within five (5) business days of any changes that affect the provision of the services, such as changes in the board chair or personnel (specifically including changes of the Executive Director, Chief Financial Officer, or Program Director [or their equivalent]).

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

7. 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.

8. 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: \_\_\_\_\_

John F. Koons

Print Name

Chairman

Print Title

CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gaetana D. Ebbola, Chief Executive Officer

APPROVED AS TO TERMS  
AND CONDITIONS

BY:   
DEPARTMENT HEAD

**EXHIBIT 'A'**

**Budget**

Children's Services Council of Palm Beach County  
**2009/2010 FINANCIAL REPORTING REQUEST**  
 For Period Ending: 09 / 30 / 2010

Agency: Palm Beach Board of County Commissioners

Contract/MOA #: 09-543

Program: Early Head Start Match

Description	Total Program	Expenses for the Period ___/___/___ to ___/___/___	Total Expenses to Date
Personnel			
Salaries	983,375		
Fringe Benefits	432,678		
Travel	7,067		
Equipment			
Supplies	35,687		
Contracted Services	949,980		
Other Costs			
(I) Miscellaneous	246,358		
(II)			
(III)			
<b>Total</b>	<b>\$ 2,655,145.00</b>		
Amount paid by other sources	\$ 2,497,732.00		
CSC amount	<b>\$ 157,413.00</b>		
CSC%	5.9%		

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  
QUARTERLY PROGRESS REPORT FORM – PBC Board of County Commissioners Early Head Start Match**

REPORTING PERIOD: \_\_\_\_\_

<b>PROJECT OBJECTIVES</b>	<b>ACCOMPLISHMENTS: THIS REPORTING PERIOD</b>	<b>ACCOMPLISHMENTS TO DATE</b>	<b>CHALLENGES/ CORRECTIVE ACTIONS TAKEN</b>
1. Children (0 to 3 years) will receive early childhood development experiences that provide love, warmth and positive learning experiences.			
2. Improve communication and networking with the Early Steps program in order to increase services to the number of children with a diagnosed disability.			

3.			
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**Staffing Levels/Turnover**

Have there been any changes to your program or program staff contact information?

If yes, has the information been updated in ARMS?

Yes

Yes

No

No

Are all staff positions currently filled?

Yes

No



**EXHIBIT "C"**

**NOTIFICATION OF STATE/FEDERAL FUNDING & OTHER REQUIREMENTS**

**NOTIFICATION OF STATE/FEDERAL FUNDING**

**AGENCY:** Palm Beach County Board of County Commissioners

**PROGRAM:** Match – Early Head Start

**CONTRACT #:** 543

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You are hereby notified that \$ .00 of your current FY 2009-2010 program allocation constitutes Federal and/or State of Florida pass-thru funding.

This amount is being provided to you for your information. Please refer to <https://apps.fldfs.com/fsaa> for further information and guidance.

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Does Not Apply

## NOTIFICATION OF STATE/FEDERAL FUNDING & OTHER REQUIREMENTS

The Agreement entered into between the Council and the Provider may include funding from the state and/or federal funding as identified below. The Provider is responsible for adhering to all requirements and conditions related to this funding as stipulated in *OMB Circular A-110* and *OMB Circular A-133*.

*Instructions: Be specific when identifying State and/or Federal funding. Include name of State or Federal agency, grant or contract number as reference. Refer to <https://apps.fldfs.com/fsaa> for further information & guidance.*

Federal Program 1

\$0.00

Federal Program 2

\$0.00

Federal Program 3

\$0.00

Total Federal Awards:

\$0.00

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State Program 1

\$0.00

State Program 2

\$0.00

State financial assistance subject to Sec 215,97, F.S.

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\$0.00

The Provider agrees to retain all financial records, supporting documents, statistical records and any other documents pertinent to the Agreement for a period of six (6) years following termination of the Agreement or, if an audit has been initiated and audit findings have not been resolved at the end of this period, the records shall be retained until resolution of all audit findings. All other conditions detailed under Exhibit "A" - General Conditions continue to apply.

## AGREEMENT

This Agreement, entered into as of this 1<sup>st</sup> day of October, 2009 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, 2009 ("Effective Date") to September 30, 2010.

### 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, 2010 and October 30, 2010 to ensure that CSC funding does not exceed 10% of the federal match.
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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 quarterly basis.

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**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: \_\_\_\_\_

John F. Koons  
Print Name

Chairman  
Print Title

CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gaetana D. Ebbole, Chief Executive Officer

**APPROVED AS TO TERMS  
AND CONDITIONS**

BY:   
**DEPARTMENT HEAD**

**EXHIBIT 'A'**

**Budget**



**EXHIBIT 'B'**

**Progress Report Form**

Date Prepared by Provider: \_\_\_\_\_

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

REPORTING PERIOD: \_\_\_\_\_

<b>PROJECT OBJECTIVES</b>	<b>ACCOMPLISHMENTS: THIS REPORTING PERIOD</b>	<b>ACCOMPLISHMENTS TO DATE</b>	<b>CHALLENGES/ CORRECTIVE ACTIONS TAKEN</b>
1. Children (3-5 years) will receive early childhood development experiences that provide love, warmth and positive learning experiences.			

**Staffing Levels/Turnover**

Have there been any changes to your program or program staff contact information?

If yes, has the information been updated in ARMS?

Yes

Yes

No

No

Are all staff positions currently filled?

Yes

No



**EXHIBIT "C"**

**NOTIFICATION OF STATE/FEDERAL FUNDING & OTHER REQUIREMENTS**

**NOTIFICATION OF STATE/FEDERAL FUNDING**

**AGENCY:** Palm Beach County Board of County Commissioners

**PROGRAM:** Match – Head Start

**CONTRACT #:** 371

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Does Not Apply

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*Instructions: Be specific when identifying State and/or Federal funding. Include name of State or Federal agency, grant or contract number as reference. Refer to <https://apps.fdfs.com/fsaa> for further information & guidance.*

**Federal Program 1** \$0.00

**Federal Program 2** \$0.00

**Federal Program 3** \$0.00

**Total Federal Awards:** **\$0.00**



**State Program 1** \$0.00

**State Program 2** \$0.00

**State financial assistance subject to Sec 215,97, F.S.** \$0.00

The Provider agrees to retain all financial records, supporting documents, statistical records and any other documents pertinent to the Agreement for a period of six (6) years following termination of the Agreement or, if an audit has been initiated and audit findings have not been resolved at the end of this period, the records shall be retained until resolution of all audit findings. All other conditions detailed under Exhibit "A" – General Conditions continue to apply.