



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	<u>\$1.025M</u>	<u>\$4.1M</u>	<u>\$4.1M</u>	<u>\$4.1M</u>	<u>\$4.1M</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<u>\$1.025M</u>	<u>\$4.1 M</u>	<u>\$4.1M</u>	<u>\$4.1M</u>	<u>\$4.1M</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1002 Agency 147 Org. 1451,1457 Object 3401

Program Code \_\_\_\_\_

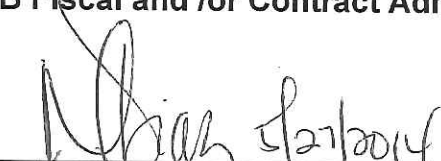
**B. Recommended Sources of Funds/Summary of Fiscal Impact**

The current annual funding level for Head Start match is approximately \$7.1 M. The funding required for FY 2014 is available in the current budget. Funding for the remaining years of the Agreement will require annual appropriations by the BCC in amounts approximately \$3 M below current funding level.

**C. Department Fiscal Review:**

**III. REVIEW COMMENTS**

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

  
 OFMB 5/27/2014  
 5/27/14 5/27/14

  
 Contract Administrator 5/29/14  
 5-29-14

**B. Legal Sufficiency:**

  
 Assistant County Attorney 5/29/14

**C. Other Department Review:**

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

June 3, 2014  
Agenda Item 5A-2

**Background and Justification (Continued from Page 1):**

Lutheran Services Florida, Inc. (LSF) to assume responsibility as the Head Start grantee effective July 1, 2014. LSF recently received the grant award and will be assuming program responsibilities as of that date. The Interlocal Agreement creates the framework for local program support and the assumption of local program oversight and matching fund provision by the Children's Services Council. The Council and the County are working collaboratively with the School District of Palm Beach County, the Early Learning Coalition and other stakeholders to create a more effective Head Start Program as part of an integrated early childhood education system.



INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CHILDREN'S SERVICES COUNCIL OF PALM BEACH COUNTY

This Interlocal Agreement, herein after referred to as the "Agreement", is made as of the \_\_\_\_ day of June 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and the Children's Services Council of Palm Beach County, an independent special district under the laws of the State of Florida, herein after referred to as the "Council", both being referred to collectively as the "Parties".

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 of Chapter 163, Florida Statutes, permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Head Start is a federal program that promotes school readiness of children ages birth to five from low-income families by enhancing their cognitive, social and emotional development; and

WHEREAS, for purposes of this Agreement, references to the Head Start program and Head Start services shall include both Head Start and Early Head Start services; and

WHEREAS, the Federal Office of Head Start (OHS) within the Administration of Children and Families of the Department of Health and Human Services, awards grants to public and private agencies on a competitive basis to provide Head Start programs in specific communities; and

WHEREAS, it is expected that sometime prior to July 1, 2014, OHS will award a grant to a non-profit applicant to be the principal provider of Head Start services in Palm Beach County; and

WHEREAS, the federal grants for Head Start services require local matching funds typically on a 80% federal - 20% local basis; and

WHEREAS, the Parties to this Agreement have determined that it is in the public interest for the Head Start program to be successful in Palm Beach County and have determined that public assistance in the form of program support and matching dollars is essential to the creation of a high-quality program and to the long-term viability of the program; and

WHEREAS, the Parties to this Agreement wish to cooperate and share in program support and provision of local matching funds for an approximate five-year period; and

WHEREAS, both Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

Section 1. Recitals

The above recitals are true and correct and are incorporated herein.



Section 2. Term

The term of this Agreement shall commence on the date of execution by both Parties and shall terminate on September 30, 2019.

Section 3. Payments by County

The County shall pay to the Council a total amount of \$11,425,000 during the term of this Agreement in accordance with the schedule provided in Exhibit A. Any and all funds paid by the County pursuant to this Agreement are provided specifically and exclusively for the purpose of satisfying federal match requirements for the Head Start program as generally described in Exhibit B. In accordance with provisions contained herein and a separate stand-alone agreement between the Council and the Head Start grantee, the Council shall be responsible for the transfer of these funds to the program grantee for operation of the Head Start program. In the event that the Head Start program grantee fails to deliver, or is unable to deliver, a program substantially equivalent or greater in terms of enrollment and service array than that described in Exhibit B, the obligations of the County under this Section and Section 5 herein shall be subject to review and modification in accordance with the procedures described in Section 9 herein.

Section 4. Payments by Council

The Council shall pay to the Head Start program grantee a total amount of \$26,775,000 over the term of this Agreement in accordance with the schedule provided in Exhibit A. Payment of these funds shall be in accordance with the terms of an agreement or contract between the Council and the Head Start program grantee as previously referenced in Section 3 herein. In the event that the Head Start program grantee fails to deliver, or is unable to deliver, a program substantially equivalent or greater in terms of enrollment and service array than that described in Exhibit B, the obligations of the Council under this Section and Section 6 shall be subject to review and modification in accordance with the procedures described in Section 9 herein. Funding from the Council to the Head Start program Grantee will be subject to: (i) continued funding from OHS to the Grantee; (ii) continued funding from the County to the Council; and (iii) the Grantee's continued compliance with the terms of Exhibit B. A reduction in funding from the OHS to the Grantee or from the County to the Council may result in a corresponding reduction in funding from the Council to the Grantee.

Section 5. Additional County Obligations

- A. The County shall invest in additional evidence-based/promising programming and services for youth and young adults in the dollar amounts stated under the column "New Youth & Young Adult Programming Funds (\$)" in Exhibit A at a minimum. For purposes of this Agreement, the term "additional" shall mean programming and services above and beyond that being provided for and funded through the County FY 2014 budget cycle, excluding capital expenses. The County will provide an annual report within 60 days of the end of the fiscal year identifying the additional youth and young adult programming funds.
- B. The County shall work cooperatively with the Council to provide local support for the Head Start program. The support may include, but not be limited to, the provision of technical assistance, participation in program meetings, data sharing, etc.
- C. The County shall work cooperatively and independently with the Head Start program grantee in the leasing or subleasing of facilities and/or fixed assets.
- D. The County shall work cooperatively with the Council, the Early Learning Coalition of Palm Beach County (Early Learning Coalition), the School District of Palm Beach County (School District) and other stakeholders and interested parties to establish and maintain an integrated and effective early childhood education program.



Section 6. Additional Council Obligations

- A. The Council shall enter into one or more agreements with the Head Start program grantee establishing terms for payment of matching funds in accordance with the provisions of Sections 3 and 4 above.
- B. The Council shall serve as the lead local public agency in providing local oversight and support to the Head Start program.
- C. The Council shall coordinate activities, projects and programs to establish and maintain an integrated and effective early childhood education program in the County in partnership with the Early Learning Coalition, the School District and other stakeholders and interested parties.

Section 7. Availability of Funds

Both parties' performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners and the Council, respectively.

Section 8. Suspension and Termination

In the event that federal grant funding for Head Start services in Palm Beach County is suspended or there is a lapse in federal grant funding for any reason, this Agreement may be suspended, in whole or in part, by either party immediately upon written notice to the other party. This Agreement may also be terminated by either party upon 180 days prior written notice to the other party.

Section 9. Modification

The terms of this Agreement are based on an expectation that a Head Start program substantially equivalent to the program described in Exhibit B will be delivered and maintained by a non-profit organization designated by OHS as the federal grantee for Palm Beach County. In the event that the OHS fails to make such a designation or takes an action that results in a program that substantively differs from what is described in Exhibit B, or the federal grantee for any reason fails to deliver or maintain a program substantially equivalent to the program described in Exhibit B, either Party to this Agreement may request a renegotiation of the terms of this Agreement and, upon such a request, the Parties shall initiate such an action and, upon agreement of both parties, modify this Agreement accordingly through a formal written amendment to be executed by both parties.

Section 10. Liability

Except as otherwise provided for in Section 252.51, Florida Statutes, each Party acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employees office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and within the limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees, except as otherwise provided for in Section 252.51, Florida Statutes. Each Party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by any Party hereto to indemnify the other; (ii) a waiver of sovereign immunity; (iii) a waiver of any right or defense that each Party hereto has under Section 768.28, Florida Statutes, or any other statute; nor (iv) as consent to be sued by third parties.

Section 11. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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 hereafter existing at

law or 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.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not party to this Agreement, including but not limited to (i) any citizen or employees of the County and/or Council, and (ii) the Head Start program Grantee.

Section 12. Insurance

Each Party shall carry reasonable amounts of liability insurance to ensure sufficient coverage for claims arising out of the liability noted in Section 10 of this Agreement.

Section 13. 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 circumstance 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.

Section 14. Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:

County Administrator  
301 N. Olive Ave., Suite 1101  
West Palm Beach, FL 33401

With a copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. Suite 601  
West Palm Beach, Florida 33401

If sent to the Council, notices shall be addressed to:

Chief Executive Officer  
Children's Services Council  
2300 High Ridge Road  
Boynton Beach, FL 33426

Section 15. Entirety of Contractual Agreement

The County and Council 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.

Section 16. Nondiscrimination

The parties warrant and represent that all employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

Section 17. Access and Audits

The Council shall maintain adequate records to justify all billings and payments made pursuant to this



Agreement 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 Council's or the Head Start program Grantee's place of business.

**Section 18. Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Association, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first written above.

**ATTEST:**

**CLERK & COMPTROLLER**

**PALM BEACH COUNTY**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Priscilla A. Taylor, Mayor

**Approved as to Form and  
Legal Sufficiency**

**CHILDREN'S SERVICES COUNCIL**

By: \_\_\_\_\_  
Tammy Fields  
Chief Assistant County Attorney

\_\_\_\_\_  
Gaetana D. Ebbrole, Chief Executive Officer

**Approved as to Terms and Conditions**

By: \_\_\_\_\_  
Jon Van Arnam, Assistant County Administrator



# PAYMENT SCHEDULES

## Schedule 1: Payments by Both Parties

Fiscal Year	County Match (\$)	Council Match (\$)	New Youth & Young Adult Programming Funds (\$)*
2014	1,025,000	250,000	
2015	4,100,000	1,000,000	0
2016	3,100,000	2,000,000	1,000,000
2017	2,100,000	3,000,000	2,000,000
2018	1,100,000	4,000,000	3,000,000
2019	0	5,100,000	4,100,000

\* The amounts in this column are the obligated expenditure amounts. The County may expend higher amounts or accelerate the expenditure schedule at its discretion.

## Schedule 2: Due Dates for County Payments to Council

PAYMENT NO.	DATE	AMOUNT (\$)
1	July 1, 2014	1,025,000
2	October 1, 2014	1,025,000
3	January 1, 2015	1,025,000
4	April 1, 2015	1,025,000
5	July 1, 2015	1,025,000
6	October 1, 2015	775,000
7	January 1, 2016	775,000
8	April 1, 2016	775,000
9	July 1, 2016	775,000
10	October 1, 2016	525,000
11	January 1, 2017	525,000
12	April 1, 2017	525,000
13	July 1, 2017	525,000
14	October 1, 2017	275,000
15	January 1, 2018	275,000
16	April 1, 2018	275,000
17	July 1, 2018	275,000
<b>Total</b>		11,425,000

## EXHIBIT A

## **Head Start Expectations and Integration with Early Learning System of Care**

Head Start and Early Head Start programs are funded by the U.S. Department of Health and Human Services, Office of Head Start through grants to local Head Start programs and require a local match.

In Palm Beach County, the Head Start Grantee will serve a minimum of 2,200 low-income children ages 0-5 and pregnant mothers providing critical child development, family support and school readiness programs. Early Head Start is the portion of the program serving pregnant women and children ages 0-3.

Head Start is a full service, full day, year-round program. Parent and family engagement, health services and referrals, community partnerships and school readiness are cornerstones of the Head Start program. Children transition from Early Head Start to Head Start and become school ready to transition from Head Start into Kindergarten. During the school year, the Head Start school calendar generally mirrors that of the Palm Beach County School District. In addition, Head Start conducts an eight week summer session for children to continue service throughout the year.

All Head Start centers meet the standards to be licensed childcare facilities through the Palm Beach County Health Department. The grantee directly operates Head Start and Early Head Start centers throughout the County and also contracts with delegate agencies and childcare providers. Head Start services are provided by qualified staff who have passed a Level II background check.

A Community-wide assessment conducted by Palm Beach County Head Start also indicates the need for expanded Early Head Start opportunities locally. A collaborative approach to early childhood education in our County will not only allow the Head Start program to improve, but also allow us to serve many more children in the future.

### **Integration of Palm Beach County Early Learning System of Care**

The Palm Beach County Integrated Early Learning System of Care is a collaborative community vision and conceptual design jointly developed almost three years ago on how to increase equal access to high-quality early care and education. The target audience includes all children receiving care through public funds, with particular focus on children whose families are living below the poverty level and/or children whose families need support ensuring their children are ready for and will succeed in school. Those involved in creating that vision include: Children's Services Council of Palm Beach County along with The Early Learning Coalition of Palm Beach County (ELC), the School District of Palm Beach County and Palm Beach County Head Start.

The community has limited public resources, so in order to achieve our vision we have to maximize every dollar. This requires:

- Braiding, integrating and maximizing all public and private funding streams (federal, state and local)
- Aligning services for families and providers of early care and education
- Creating a comprehensive, results-based, integrated service delivery system

## **EXHIBIT B**



## **Head Start Expectations and Integration with Early Learning System of Care**

- Helping providers develop program quality and capacity within the service delivery system

The guiding principles to develop the envisioned system of care are:

- Standardize services to ensure quality and ease of access (where applicable).
- Employ the most stringent standards, as required by funding source, or best practice as the thresholds for quality.
- Be results-based, data-driven and use evidence-based programs (when applicable).
- Standardize operational practices in order to increase efficiency and reduce duplication.
- Utilize strengths and expertise of specific agencies and organizations to deliver the services across funding streams and sectors, when possible.

The recent Recompetition for Palm Beach County Head Start/Early Head Start funding as required by the Federal Office of Head Start has since given our community the opportunity to fully implement the comprehensive early learning system of care.

**The components that are expected to be attained during the term of this agreement are:**

1. Early Head Start services integrated and aligned into Healthy Beginnings services and programs, where applicable.
2. Integrated and consistent implementation and application of all child and family assessments (e.g. Teaching Strategies Gold, Ages and Stages Questionnaire & ASQ/Social Emotional).
3. Integrated resource and referral, eligibility determination and enrollment to all publicly funded early care and education opportunities in the community. In addition, the entry point will maintain a unified wait list.
4. Integrated general capacity building of the number of quality child care sites available through technical assistance and accreditation support for Providers.
5. Integrated professional development, career advising, training and a training registry system.
6. Integrated and consistent approach to child care setting assessments conducted through an independent assessor (e.g. Environmental Rating Scale & CLASS).
7. Agreement to implement an integrated, tiered reimbursement and quality system used by agencies distributing public funding (Head Start, Early Head Start, Child Care Development Fund, Voluntary Pre-K and CSC). Note: The child care providers meeting the highest quality standards as established by threshold of quality determination would also be eligible to receive CSC Scholarship funds and Head Start funds.

We believe the initial vision needs to be a 5-10 year plan. Currently we think it is attainable to plan and implement the components identified as part of the approach to the PBD Head Start Recompetition. The components expand upon and use the existing infrastructure and system(s), and do not create a radical new infrastructure but rather allow for further innovation.

### **EXHIBIT B**