

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	<u>988,551</u>	_____	_____	_____	_____
External Revenue	<u>(790,841)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>197,710</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in ^{2007 Proposed} ~~Current~~ Budget? Yes X No _____
 Budget Account No.: Fund 1002 Dept. 147 Unit 1451 Object 3401
 Program Code HD29 6406

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. *REW*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

8/28/06
 OFMB
8/25/06
M. Wade
8/31/06
 Contract Dev. and Control
8/31/06

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

9/1/06
 Assistant County Attorney

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 Florence Fuller Child Development Centers, Inc., a Political Subdivision of 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 CONTRACT PROVIDER for Full Day HEAD START services for 146 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, 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/liaison during the performance of this Agreement shall be Dr. Carmen Nicholas, telephone number (561) 233-1611.

The DELEGATE AGENCY'S representative/liaison 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, 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 Nine Hundred Eighty-Eight Thousand, Five Hundred Fifty-One Dollars (\$988,551). 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**

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 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.