

**AGREEMENT
BETWEEN PREVENTION PARTNERSHIPS FOR CHILDREN, INC.
AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY**

**Contract #: 04-129
School-Based Child Care Slots**

This Agreement, entered into as of this 1st day of January 2005 by and between the **PREVENTION PARTNERSHIPS FOR CHILDREN, INC.**, (hereinafter referred to as "PPC"), serving as fiscal agent for School-Based Child Care Slots, and **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA** (hereinafter referred to as ("School District")), effective January 1, 2005 through September 30, 2005 ("Effective Date").

WITNESSETH:

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

1. Transfers from the PPC to School District will be made in accordance with the following procedures:
 - a) The PPC will transfer up to **\$2,698,134** in fixed monthly installments of **\$299,793** which equals 1/9 of total funding amount to the School District for School-Based Child Care Slots for the period effective January 1, 2005 – September 30, 2005; and as outlined on the attached Exhibit "A" (Budget) and Exhibit "B" (Conditions of Award).
 - b) School District shall submit an invoice to the PPC by the 10th day of each month following the month in which the services were provided. The invoice will include documentation reflecting all encumbrances and expenditures made by the School District under this Agreement, in whatever form reasonably required by PPC. Subject to the availability of funds, the PPC will provide reimbursement to the School District within 45 days after receipt of the invoice. The PPC will not reimburse School District for any expenditure made by School District under this Agreement after September 30, 2005.
 - c) School District agrees to refund to the PPC any funds advanced but not spent by September 30, 2005, within thirty (30) calendar days after either discovery by the School District or notification by the PPC of the overpayment.
2. School District shall submit a final financial compilation to the PPC no later than October 31, 2005 (with documentation deemed appropriate by the PPC).
3. The School District 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. School District 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.

The School District shall provide to PPC both fiscal and programmatic reports as outlined on the attached Exhibits "A" (Budget & Financial Reporting of Expenditures Form), "B" (Conditions of Award) and "C" (Progress Report Form).

4. Notwithstanding any other provision of this Agreement, the PPC may terminate this Agreement for any breach by the School District. If the PPC intends to terminate this Agreement, notice shall be provided in writing to the School District no less than twenty-four (24) hours prior to the effective date of the termination. The PPC's failure to terminate or suspend a School District 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.

5. Neither party will be liable for or have any obligation to defend the other party against claims, suits, judgments or damages, including court costs or attorney's fees, arising out of the negligent acts of the other party, it being agreed that each party is responsible for its own actions or failure to act.

6. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

7. Notwithstanding any other provision of this Agreement to the contrary, this Agreement is contingent upon allocation of funds under a final budget. If the final budget thus adopted does not provide for such allocation, this Agreement shall be terminated, with neither party thereafter having any obligation or rights under this Agreement. School District will be notified of said termination within thirty (30) days of the adoption of the final budget.

8. School District reserves the right to terminate this Agreement at any time and for any reason upon giving thirty (30) days written notice to the PPC. If said Agreement should be terminated for convenience, as provided herein, the School District will be relieved of all obligations under said Agreement. The School District will only be required to pay that amount of the Agreement actually performed to the date of termination.

9. 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.

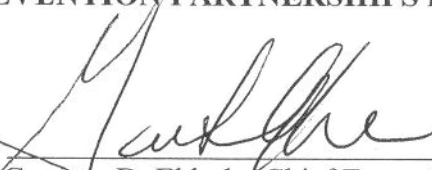
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives.

SCHOOL DISTRICT OF PALM BEACH COUNTY

BY: _____ DATE: _____
Thomas Lynch, Chair

BY: _____ DATE: _____
Arthur C. Johnson, Ph.D., Superintendent

PREVENTION PARTNERSHIPS FOR CHILDREN, INC.

BY:  _____ DATE: 4/12/04
Gaetana D. Ebbola, Chief Executive Officer