

**AGREEMENT
BETWEEN**

**Prime Time Palm Beach County, Inc.
AND
School Board of Palm Beach County (Champs)**

This Agreement is made this 1st day of October 2007 between Prime Time Palm Beach County, Inc. (hereinafter referred to as "Prime Time") with offices at 3111 S. Dixie Highway, Ste 247, West Palm Beach, FL 33405 and School **Board** of Palm Beach County (hereinafter known as "Contractor").

WITNESSETH:

WHEREAS, Prime Time desires to engage and retain the services of the Contractor and the Contractor desires to accept such engagement.

NOW THEREFORE, in consideration of the foregoing and mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Statement of Work

The Statement of Work for this project is referenced and incorporated as Appendix B. The statement of work may be amended by mutual written agreement of the Executive Director of Prime Time and the Contractor.

2. Term

The term of the Agreement shall begin on October 1st, 2007 and end on September 30th, 2008. Contractor shall perform the services referenced in the Statement of Work above. The term may be extended by mutual written agreement of the parties.

3. Compensation

As compensation in full for all services to be performed by the Contractor pursuant to this Agreement, Prime Time shall pay the Contractor a total of up to \$978,191.00 in accordance with the following payment schedule.

- A. The maximum compensation under this Agreement shall be \$978,191.00 (the "Contract Amount").
- B. The maximum amount of this Agreement may be increased by mutual written agreement of the parties.
- C. Payment will be made by Prime Time Palm Beach County, Inc. within 30 days after receipt of Contractor's invoice. No payment will be made to Contractor for invoice(s) submitted after October 20th, 2008.
- D. Agreement amount is inclusive of all costs incurred in performing services

including travel, lodging, meals, document preparation, etc. No costs incurred in performance of services shall be paid in addition to Contract Amount.

4. Independent Contractor

The Contractor is furnishing its services hereunder as an independent Contractor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationships.

5. Responsibilities of Contractor

Contractor recognizes that the funding provided by Prime Time under this Agreement is contingent upon the receipt of funding by Prime Time from the Children's Services Council of Palm Beach County ("CSC"). Contractor further recognizes that, to receive funding from CSC, there are requirements of Contractor resulting from the agreement between Prime Time and CSC. Accordingly, Contractor agrees to comply with the following requirements:

- A. To maintain books, records and documents in accordance with normally accepted accounting procedures and practices, which sufficiently and properly reflect all expenditures of funds provided by Prime Time under this Agreement. Contractor agrees to retain all financial records, 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. Contractor 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.
- B. To assure that these records shall be available, upon reasonable notice, to inspection, review or audit by Prime Time or a person duly authorized by Prime Time to make such inspection, review or audit.
- C. To submit, upon completion of this Agreement, a GAO Standard Financial and Compliance Audit (the "Audit"), complete with management letter, within 180 days of the Contractor's fiscal year end. In the event the Contractor's fiscal year end occurs prior to the completion of the term of this Agreement, Contractor will supply the Audit and accompanying management letter for each of the Contractor's fiscal years occurring during the terms of this Agreement, each such audit management letter to be provided within 180 days of Contractor's fiscal year end.
- D. To maintain and file, with Prime Time such progress, fiscal, inventory and other reports as Prime Time may require during the terms of this Agreement, said requirements to be provided to the Contractor by Prime Time.
- E. To permit access by persons duly authorized by Prime Time, upon reasonable notice, to the program(s) funded hereunder for purposes of monitoring said program(s).

- F. To ensure those capital items which are to be acquired by Contractor and reimbursed by funding from Prime Time, shall be subject to the requirements that (i) said items may not be mortgaged, pledged or hypothecated without the prior written approval of Prime Time; (ii) upon termination or earlier cancellation of this Agreement, at Prime Time's request, unless there is specific notification that this requirement is waived by Prime Time, said item(s) shall be (a) returned (with title being transferred) to Prime Time or Prime Time's designee or (b) reimbursed to Prime Time at book value (determined by Prime Time); (iii) said Item(s) shall be maintained in operable conditions, and (iv) said Item(s) will be insured in case of loss or theft.
- G. To provide to Prime Time upon request, program data, including client identifiable data and status of program capacity (staff to client/child/family ratio) as deemed essential by Prime Time and to furnish Prime Time with statistics and data on the number of persons served and such other indications of effectiveness of the program as Prime Time may reasonably direct.
- H. To ensure that there is no use or disclosure of any information concerning a client served under this Agreement for any purpose not in conformity with federal and state law except on written consent of the client, or its responsible parent or guardian when authorized by law.
- I. To acknowledge, to the extent feasible and appropriate, CSC funding of the program identified in Appendix B in publications, bulletins, and public relations activity.

6. Termination

A. Prime Time may terminate this Agreement by written notice to the Contractor if the Contractor fails to perform or defaults in any manner in the performance of this Agreement in strict accordance with its terms or fails to cure any breach after receiving a "Show Cause Notice" identifying the failure and providing the Contractor ten days to cure the failure or nonperformance. In the event of such termination, the Contractor agrees to cease immediately all work and to turn over all work products to Prime Time. Prime Time shall have no liability to the Contractor in the event of termination hereunder except to pay Contractor for services rendered prior to the effective date of termination for default, and to pay Contractor for reimbursable, non-cancelable expenses incurred by Contractor in connection with the work contemplated herein prior to the effective date of termination; such payment to be determined at time of termination.

The rights and remedies of the Prime Time provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. In the event that Prime Time's agreement with CSC is terminated, this Agreement may be terminated by Prime Time by providing written notice to Contractor no less than twenty-four (24) hours prior (or longer, depending on the amount of time Prime Time has prior to its agreement with CSC being terminated) to the effective date of the termination. Prime Time shall reimburse the Contractor for all monies expended up to and including the effective date of the termination.

C. Either party may terminate this Agreement with or without cause provided that sixty (60) days prior written notice is given to the other party.

7. Liability

The Contractor agrees to be responsible for all claims, expenses, liability and costs arising from or as a result of the negligent acts or omissions of Contractor, its employees and agents under this Agreement.

The Contractor is self-insured under the provisions of Section 768.28, Florida Statutes, and meets all the requirements of said statute. The Contractor will provide a certificate of insurance outlining this coverage to Prime Time.

The Contractor agrees to report to Prime Time during the term of this Agreement any threatened or pending litigation brought against the Contractor, including a description of the claims involved, and, upon request, to furnish information regarding the status of such litigation and copies of pleadings filed therein.

8. Assignment

This Agreement shall not be assigned nor shall the services be subcontracted by the Contractor without the prior written consent of Prime Time, which consent shall not be unreasonably withheld.

9. Confidentiality

Prime Time and the Contractor acknowledge and agree that if during the term of this Agreement confidential information is disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence as a fiduciary and shall not voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the other party except as may be required by law. Prime Time and the Contractor shall each use their best efforts to protect the confidentiality of all such information consistent with the manner in which they protect their most confidential business information.

10. Entire Agreement

This Agreement, which includes the attached Appendices A (Approved Budget), B (Approved Deliverables), and C (Conditions of Award) constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing. Any prior oral or written agreements shall not be considered a part of this agreement.

11. Notices

All notices given or required hereunder shall be deemed sufficient if sent by United States mail, postage prepaid, to the addresses of the Contractor or to Prime Time specified in this Agreement, unless either party hereto shall specify to the other party a different address for the giving of such notices.

12. Contracting Officer Representative

For the purposes of this Agreement, the Contracting Representatives are as follows:

For: School District of Palm Beach County
Attn: JoAnne C. Beckner
Department of After School Programming
3308 Forest Hill Boulevard, C-124
West Palm Beach, Florida 33406

For: Prime Time Palm Beach County, Inc.
Suzette L. Harvey, Executive Director
3111 S. Dixie Highway, Suite, 247
West Palm Beach, Florida 33405

13. Signatory Authority

The officials executing this Agreement warrant and represent that they are authorized by their respective entity to enter in a binding agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this agreement as of the date first above written.

School Board of Palm Beach County

Prime Time Palm Beach County, Inc.

By: _____
Dr. Arthur C. Johnson
Superintendent

By: _____
Suzette L. Harvey, its
Executive Director

By _____
William Graham
Chairperson


Reviewed and Approved
as to Legal Sufficiency