

Meeting Date
August 22, 2017



AGENDA	
Section	CONSENT
Item No.	II.B.1

**AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	APPROVAL OF AGREEMENTS, RE: THE DORI SLOSBERG DRIVER EDUCATION SAFETY ACT/DRIVER EDUCATION SAFETY TRUST FUND
DEPT/OFFICE:	HOUSING AND HUMAN SERVICES

Requested Action:

It is requested that the Board of County Commissioners authorize the Chairman to sign and execute Agreements with the School entities that have submitted applications for funding from the Driver's Education Safety Trust Fund in the amount of \$254,004.50. It is also requested that the Board authorize the Chairman to sign any changes or amendments to the budget or contracts with previous approval of the County Attorney and Risk Management.

Summary Explanation & Background:

On November 12, 2002, the Board adopted Ordinance No. 02-56, amending Chapter 38, creating Section 38-5, Code of Ordinances, creating a Driver Education Trust Fund to fund public and non-public, non-elementary driver education programs in Brevard County. The ordinance added a \$3 surcharge to each civil traffic violation, excluding parking tickets.

On July 24, 2007, the Board adopted Ordinance No. 07-37, amending Section 38-5, increasing the \$3 surcharge to \$5 for the Driver Education Safety Trust Fund to fund public and non-public, non-elementary driver education programs in Brevard County.

The Brevard County School Board and non-public, non-elementary schools were notified of the funding available from the Driver's Education Trust Fund. Four (4) applications were received and considered by the Driver Education Trust Fund Selection Committee on May 9, 2017. The Selection Committee is comprised of the following representatives: Zackary Bell (United Way of Brevard), Jennifer Kerr (Brevard County Parks and Recreation Department), Leigh McElroy (Eckerd Kids), Karen Petters (Brevard County Budget Office), Kaye Richey (Brevard County Purchasing Department), Lt. Channing Taylor (Florida Highway Patrol), Jennifer Wyman (Brevard County Fire/Rescue Department).

Criteria for school selection process:

- Schools must be non-elementary.
- Funds must be used for driver's education only.
- Funding cannot be used for administration; and
- For recipients receiving past funding, a history regarding compliance.

(Continued on page 2)

Clerk to the Board Instructions: Have Chairman sign and Clerk Attest each Agreement. Return to HHS.

Exhibits Attached: Attached: four (4) Agreements, two (2) Initial Contract Forms

Contract /Agreement (If attached): Reviewed by County Attorney					Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input checked="" type="checkbox"/>
County Manager	Interim Assistant County Manager				Department Director / Extension					
Frank Abbate 	Jim Liesenfelt 				Ian Golden, Director (X52007) 					

After review, presentations, and discussions with School officials, the Driver's Education Trust Fund Selection Committee is recommending the following:

***Ambassador Christian Academy:** Approval of \$38,099.00 to be used for driver's training for 100 students through the Florida Safety Council.

Brevard Public Schools: Approval of \$153,655.50. Of that amount, 92,170.00 to be used for the Brevard County Public School's driver's education program and \$61,485.50 to be used for the Teen Challenge Program offered by the Brevard County Sheriff's Office.

***Community Christian School:** Approval of \$6,000.00 to be used for driver's training for 15 students through the Florida Safety Council.

***Holy Trinity Episcopal Academy:** Approval of \$56,250.00 to be used for driver's training for 150 students through the Florida Safety Council.

*Schools utilizing the Florida Safety Council curriculum are charged differing rates dependent upon the length of their partnerships.

Fiscal Impact: FY 2017-2018: There is no impact on the General Fund. There is a \$254,004.50 impact to the Driver's Education Safety Trust Fund budget. Funds are available in 1370-201951.

FY 2018-2019: There is no impact on the General Fund. There will be an impact to the Driver Education Safety Trust Fund, which cannot be determined at this time.

Contact Person: Isabel Kennedy, Jail Oversight Coordinator, 321-633-2007 Ext. 55323

**BREVARD COUNTY
HOUSING AND HUMAN SERVICES
AGREEMENT**

This Agreement by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Ambassador Christian Academy business address of 175 Cone Road, Merritt Island, FL 32952.

WITNESSETH:

- I. **WHEREAS**, Brevard County has collected an additional \$5.00 for each civil traffic penalty excluding parking violations, which has been deposited into the Driver Education Safety Trust Fund pursuant to Sec. 318.1215, Florida Statutes and Sec. 38-5, Code of Ordinances of Brevard County, Florida; and
- II. **WHEREAS**, funds deposited into the Trust Fund shall be used to financially assist driver education safety programs in public and non-public non-elementary schools in the County; and
- III. **WHEREAS**, Ambassador Christian Academy has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$38,099.00 should be allocated to Ambassador Christian Academy for purposes as so stated in the Approved Budget found in Attachment "A"; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to Ambassador Christian Academy will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS ALLOCATED:** The County agrees to allocate \$38,099.00 of Dori Slosberg Driver Education Safety funds to Ambassador Christian Academy and disburse these funds when requested through quarterly Progress Reports and an accompanying invoice.
2. **SCOPE OF SERVICES/REQUIREMENTS:** Ambassador Christian Academy agrees that funding will be utilized solely for the provision of Driver Education purposes and be supplemental to, and shall not take the place of, any existing funding provided for Driver Education purposes.

Ambassador Christian Academy agrees that disbursed funds shall be used for direct educational expenses and shall not be used for administration.

Ambassador Christian Academy agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training as required by FS 318.1215.

Ambassador Christian Academy agrees to develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

Ambassador Christian Academy agrees to utilize funding, solely for the proposed purposes of their Driver Education Program as detailed in their Approved Budget (Attachment "A").

3. **TERM:** This Agreement shall become effective October 1, 2017, upon execution by the County and Ambassador Christian Academy, and will expire on September 30, 2018 or if/when all funds are depleted by Ambassador Christian Academy between these dates.
4. **REPORT AND INVOICE BY SCHOOLS:** Ambassador Christian Academy shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B", along with an invoice for reimbursement (Attachment "C") for the portion of allocated funds that was spent during the reported quarter. Progress Reports and Invoices are to be submitted within 30 days of the last day of the quarter to the Housing and Human Services Department, Attn: Isabel Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 or Isabel.Kennedy@BrevardFL.gov until the full amount of allocated funds referenced in paragraph one (1) is fully utilized and accounted for.
5. **MODIFICATION:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
6. **REFUND OF FUNDS:** If Ambassador Christian Academy uses the awarded funds for any purpose other than as specifically authorized herein, the County shall be entitled to a refund of those funds, or portion of funds, improperly utilized by Ambassador Christian Academy. Allocated funds not used within the agreed upon dates will be forfeited by Ambassador Christian Academy and remain in the Dori Slosberg Trust Fund.
7. **RECORDS:** In performance of this Agreement, Ambassador Christian Academy shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by Ambassador Christian Academy in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Ambassador Christian Academy for a period of three (3) years after termination of this Agreement. All books, records, and accounts related to the performance of this Agreement shall

be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright in the United States or any other country.

8. **CONTRACTED RELATIONSHIP:** This Agreement shall operate solely as a funding mechanism and Ambassador Christian Academy shall perform any Driver Education program services as an independent entity. Nothing contained in this Agreement shall be interpreted or construed to constitute that Ambassador Christian Academy or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be Ambassador Christian Academy' responsibility to be aware of and comply with all state and local laws. Should Florida Statute 318.1215 (known as the Dori Slosberg Driver Education Safety Act) change, it is Ambassador Christian Academy' responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** Each party shall be solely responsible for the negligent or wrongful acts of its employees or agents. Nothing contained in this agreement shall be construed as a waiver of either party's rights to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed, regarding the County or Board's potential liability under state or federal law.
11. **VENUES, TRIALS:** This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida. Venue for any legal action by any party to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
12. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.
13. **NOTICE:** Any and all notices required under this agreement shall be via e-mail or in writing and sent to the following addresses, by U.S. Postal Service to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Ambassador Christian Academy, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first below written.

BREVARD COUNTY, FLORIDA

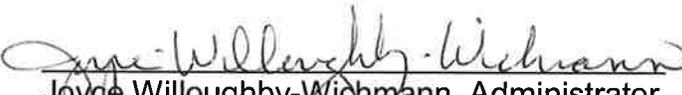
ATTEST:

By: 
Curt Smith, Chairman
As approved by the Board on 8/22/17

By: 
Scott Ellis, Clerk


Rebecca Behl-Hill
Assistant County Attorney

AMBASSADOR CHRISTIAN ACADEMY

By: 
Joyce Willoughby-Wichmann, Administrator

Date: 6-2-17

Mailing Address: 175 Cone Road, Merritt Island, FL 32952

Area Code/Telephone Number: 321-305-6931

Attachment "A"
APPROVED BUDGET

Ambassador Christian Academy

Description	Units	Cost Per Unit	Subtotals
Florida Safety Council 36 Hour Training Course	100 Students	\$375	37,500
DATA Class (Drug and Alcohol course)	20 Students	\$29.95	599
Total:			\$38,099

Attachment "B"
QUARTERLY PROGRESS REPORT
DRIVER EDUCATION SAFETY TRUST FUND

School Name: AMBASSADOR CHRISTIAN ACADEMY

Reporting period (check one): 12/2017, 03/2018, 06/2018, 09/2018
(report is due within 30 days of the end of each reporting period)

Total amount of funds expended this quarter: \$ _____

Breakdown of expenditures this quarter *(attach additional sheet/s as needed)*

Please attach backup documents for expenditures listed below (receipts, invoices, etc.)

	Invoice Number	Amount	Vender Name	Description	Purpose(s)
1.		\$			
2.		\$			
3.		\$			
4.		\$			
5.		\$			

Total amount of funds expended to-date: _____

Summary of progress/completion of projects *(attach additional pages as needed):*

Please attach roster of students *(DO NOT include personally identifying information such as SS# or DOB)*

Total number of students served to-date: _____

Name of person preparing report: _____

Title of person preparing report: _____

Phone number of person preparing report: _____

Date: _____

Signature: _____

**BREVARD COUNTY
HOUSING AND HUMAN SERVICES
AGREEMENT**

This Agreement by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Brevard Public Schools, business address of 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

WITNESSETH:

- I. **WHEREAS**, Brevard County has collected an additional \$5.00 for each civil traffic penalty excluding parking violations, which has been deposited into the Driver Education Safety Trust Fund pursuant to Sec. 318.1215, Florida Statutes and Sec. 38-5, Code of Ordinances of Brevard County, Florida; and
- II. **WHEREAS**, funds deposited into the Trust Fund shall be used to financially assist driver education safety programs in public and non-public non-elementary schools in the County; and
- III. **WHEREAS**, Brevard Public Schools has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$153,655.50 should be allocated to Brevard Public Schools for purposes as so stated in the Approved Budget found in Attachment "A"; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to Brevard Public Schools will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS ALLOCATED:** The County agrees to allocate \$153,655.50 of Dori Slosberg Driver Education Safety funds to Brevard Public Schools and disburse these funds when requested through quarterly Progress Reports and an accompanying invoice.
2. **SCOPE OF SERVICES/REQUIREMENTS:** Brevard Public Schools agrees that funding will be utilized solely for the provision of Driver Education purposes and be supplemental to, and shall not take the place of, any existing funding provided for Driver Education purposes.

Brevard Public Schools agrees that disbursed funds shall be used for direct educational expenses and shall not be used for administration.

Brevard Public Schools agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training as required by FS 318.1215.

Brevard Public Schools agrees to develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

Brevard Public Schools agrees to utilize funding solely for the proposed purposes of their Driver Education Program as detailed in their Approved Budget (Attachment "A").

3. **TERM:** This Agreement shall become effective October 1, 2017, upon execution by the County and Brevard Public Schools, and will expire on September 30, 2018 or if/when all funds are depleted by Brevard Public Schools between these dates.
4. **REPORT AND INVOICE BY SCHOOLS:** Brevard Public Schools shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B", along with an invoice for reimbursement (Attachment "C") for the portion of allocated funds that was spent during the reported quarter. Progress Reports and Invoices are to be submitted within 30 days of the last day of the quarter to the Housing and Human Services Department, Attn: Isabel Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 or Isabel.Kennedy@BrevardFL.gov until the full amount of allocated funds referenced in paragraph one (1) is fully utilized and accounted for.
5. **MODIFICATION:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
6. **REFUND OF FUNDS:** If Brevard Public Schools uses the awarded funds for any purpose other than as specifically authorized herein, the County shall be entitled to a refund of those funds, or portion of funds, improperly utilized by Brevard Public Schools. Allocated funds not used within the agreed upon dates will be forfeited by Brevard Public Schools and remain in the Dori Slosberg Trust Fund.
7. **RECORDS:** In performance of this Agreement, Brevard Public Schools shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by Brevard Public Schools in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Brevard Public Schools for a period of three (3) years after termination of this Agreement. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright in the United States or any other country.

8. **CONTRACTED RELATIONSHIP:** This Agreement shall operate solely as a funding mechanism and Brevard Public Schools shall perform any Driver Education program services as an independent entity. Nothing contained in this Agreement shall be interpreted or construed to constitute that Brevard Public Schools or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be Brevard Public Schools' responsibility to be aware of and comply with all state and local laws. Should Florida Statute 318.1215 (known as the Dori Slosberg Driver Education Safety Act) change, it is Brevard Public Schools' responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** Each party shall be solely responsible for the negligent or wrongful acts of its employees or agents. Nothing contained in this agreement shall be construed as a waiver of either party's rights to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed, regarding the County or Board's potential liability under state or federal law.
11. **VENUES, TRIALS:** This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida. Venue for any legal action by any party to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
12. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.
13. **NOTICE:** Any and all notices required under this agreement shall be via e-mail or in writing and sent to the following addresses, by U.S. Postal Service to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Brevard Public Schools, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first below written.

BREVARD COUNTY, FLORIDA

ATTEST:

By: 
Curt Smith, Chairman
As approved by the Board on 8/22/17

By: 
Scott Ellis, Clerk




Rebecca Behl-Hill
Assistant County Attorney

BREVARD PUBLIC SCHOOLS

By: 
Misty Haggard-Belford, Chairperson

By: 
Desmond Blackburn, Superintendent *AI*

Date: _____

Mailing Address: 2700 Judge Fran Jamieson Way, Viera, Florida 32940

Area Code/Telephone Number: 321-633-1000 Ext. 387

Attachment "A"
APPROVED BUDGET

Brevard Public Schools

Description	Units	Cost Per Unit	Subtotals
Instructional Materials - student editions	175	85.00	14,875.00
Instructional Materials - teacher editions	8	155.00	1,240.00
Staff Development: Instructional materials selection and training, Slosberg conference, DHSMV mandated annual training	8	200.00	1,600.00
ADTSEA (American Driver Traffic Safety Education Association) Membership	8	50.00	400.00
Teaching Supplies: Cones, Traffic signs, car magnets, videos, etc.	6	200.00	1,200.00
Two New Vehicles - 2017 Ford Focus Electric 5dr	2	25,953.00	51,906.00
Maintenance and fuel (45 vehicles)	45	75.00	3,375.00
Lenovo Thinkpad Laptops	6	1,129.00	6,774.00
Student Scholarships	80	120.00	9,600.00
Charging station equipment and installation	2	600.00	1,200.00
Sub Total			\$92,170.00

Brevard County Sheriff's Office

Description	Units	Cost Per Unit	Subtotals
Teen Driving Challenge Instruction Classes	25	1,487.84	37,196.00
Drive Simulation Trailer Events	30	636.33	19,089.00
Teen Driving Brochures	10,000	0.09996	999.60
Driving Simulation Trailer, Graphics Wrap Repairs	4	150.00	600.00
Sim Software Upgrade, Logitech/Wheel/Peddles/Shifter	3	1,200.00	3,600.00
Sub Total			\$61,485.50

Grand Total	\$153,655.50
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Attachment "B"

**QUARTERLY PROGRESS REPORT
DRIVER EDUCATION SAFETY TRUST FUND**

School Name: BREVARD PUBLIC SCHOOLS

Reporting period (check one): 12/2017, 03/2018, 06/2018, 09/2018
(report is due within 30 days of the end of each reporting period)

Total amount of funds expended this quarter: \$ _____

Breakdown of expenditures this quarter *(attach additional sheet/s as needed)*

Please attach backup documents for expenditures listed below (receipts, invoices, etc.)

	Invoice Number	Amount	Vender Name	Description	Purpose(s)
1.		\$			
2.		\$			
3.		\$			
4.		\$			
5.		\$			

Total amount of funds expended to-date: _____

Summary of progress/completion of projects *(attach additional pages as needed):*

Please attach roster of students *(DO NOT include personally identifying information such as SS# or DOB)*

Total number of students served to-date: _____

Name of person preparing report: _____

Title of person preparing report: _____

Phone number of person preparing report: _____

Date: _____

Signature: _____

**BREVARD COUNTY
HOUSING AND HUMAN SERVICES
AGREEMENT**

This Agreement by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Community Christian School business address of 1616 Ferndale Avenue, Melbourne, FL 32935.

WITNESSETH:

- I. **WHEREAS**, Brevard County has collected an additional \$5.00 for each civil traffic penalty excluding parking violations, which has been deposited into the Driver Education Safety Trust Fund pursuant to Sec. 318.1215, Florida Statutes and Sec. 38-5, Code of Ordinances of Brevard County, Florida; and
- II. **WHEREAS**, funds deposited into the Trust Fund shall be used to financially assist driver education safety programs in public and non-public non-elementary schools in the County; and
- III. **WHEREAS**, Community Christian School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$6,000.00 should be allocated to Community Christian School for purposes as so stated in the Approved Budget found in Attachment "A"; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to Community Christian School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS ALLOCATED:** The County agrees to allocate \$6,000.00 of Dori Slosberg Driver Education Safety funds to Community Christian School and disburse these funds when requested through quarterly Progress Reports and an accompanying invoice.
2. **SCOPE OF SERVICES/REQUIREMENTS:** Community Christian School agrees that funding will be utilized solely for the provision of Driver Education purposes and be supplemental to, and shall not take the place of, any existing funding provided for Driver Education purposes.

Community Christian School agrees that disbursed funds shall be used for direct educational expenses and shall not be used for administration.

Community Christian School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training as required by FS 318.1215.

Community Christian School agrees to develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

Community Christian School agrees to utilize funding, solely for the proposed purposes of their Driver Education Program as detailed in their Approved Budget (Attachment "A").

3. **TERM:** This Agreement shall become effective October 1, 2017, upon execution by the County and Community Christian School, and will expire on September 30, 2018 or if/when all funds are depleted by Community Christian School between these dates.
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subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright in the United States or any other country.

8. **CONTRACTED RELATIONSHIP:** This Agreement shall operate solely as a funding mechanism and Community Christian School shall perform any Driver Education program services as an independent entity. Nothing contained in this Agreement shall be interpreted or construed to constitute that Community Christian School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be Community Christian School' responsibility to be aware of and comply with all state and local laws. Should Florida Statute 318.1215 (known as the Dori Slosberg Driver Education Safety Act) change, it is Community Christian School' responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** Each party shall be solely responsible for the negligent or wrongful acts of its employees or agents. Nothing contained in this agreement shall be construed as a waiver of either party's rights to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed, regarding the County or Board's potential liability under state or federal law.
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13. **NOTICE:** Any and all notices required under this agreement shall be via e-mail or in writing and sent to the following addresses, by U.S. Postal Service to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Community Christian School, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

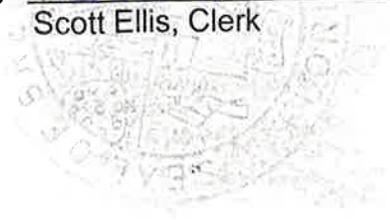
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first below written.

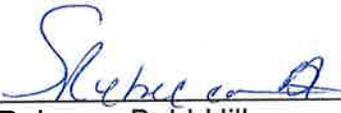
BREVARD COUNTY, FLORIDA

ATTEST:

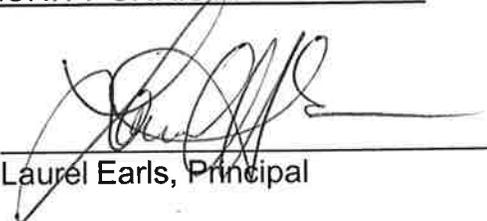
By: 
Curt Smith, Chairman
As approved by the Board on 8/22/17

By: 
Scott Ellis, Clerk




Rebecca Behl-Hill
Assistant County Attorney

COMMUNITY CHRISTIAN SCHOOL

By: 
Laurel Earls, Principal

Date: 6/2/17

Mailing Address: 1616 Ferndale Avenue, Melbourne, FL 32935

Area Code/Telephone Number: 321-259-1590

Attachment "A"
APPROVED BUDGET

Community Christian School

Description	Units	Cost Per Unit	Subtotals
Florida Safety Council Driver Education	15 Students	\$400	\$6,000
Total:			\$6,000.00

Attachment "B"
QUARTERLY PROGRESS REPORT
DRIVER EDUCATION SAFETY TRUST FUND

School Name: COMMUNITY CHRISTIAN SCHOOL

Reporting period (check one): 12/2017, 03/2018, 06/2018, 09/2018
(report is due within 30 days of the end of each reporting period)

Total amount of funds expended this quarter: \$ _____

Breakdown of expenditures this quarter *(attach additional sheet/s as needed)*

Please attach backup documents for expenditures listed below (receipts, invoices, etc.)

	Invoice Number	Amount	Vender Name	Description	Purpose(s)
1.		\$			
2.		\$			
3.		\$			
4.		\$			
5.		\$			

Total amount of funds expended to-date: _____

Summary of progress/completion of projects *(attach additional pages as needed):*

Please attach roster of students *(DO NOT include personally identifying information such as SS# or DOB)*

Total number of students served to-date: _____

Name of person preparing report: _____

Title of person preparing report: _____

Phone number of person preparing report: _____

Date: _____

Signature: _____

**BREVARD COUNTY
HOUSING AND HUMAN SERVICES
AGREEMENT**

This Agreement by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Holy Trinity Episcopal Academy business address of 5625 Holy Trinity Drive, Melbourne, FL 32940.

WITNESSETH:

- I. **WHEREAS**, Brevard County has collected an additional \$5.00 for each civil traffic penalty excluding parking violations, which has been deposited into the Driver Education Safety Trust Fund pursuant to Sec. 318.1215, Florida Statutes and Sec. 38-5, Code of Ordinances of Brevard County, Florida; and
- II. **WHEREAS**, funds deposited into the Trust Fund shall be used to financially assist driver education safety programs in public and non-public non-elementary schools in the County; and
- III. **WHEREAS**, Holy Trinity Episcopal Academy has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$56,250.00 should be allocated to Holy Trinity Episcopal Academy for purposes as so stated in the Approved Budget found in Attachment "A"; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to Holy Trinity Episcopal Academy will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS ALLOCATED:** The County agrees to allocate \$56,250.00 of Dori Slosberg Driver Education Safety funds to Holy Trinity Episcopal Academy and disburse these funds when requested through quarterly Progress Reports and an accompanying invoice.
2. **SCOPE OF SERVICES/REQUIREMENTS:** Holy Trinity Episcopal Academy agrees that funding will be utilized solely for the provision of Driver Education purposes and be supplemental to, and shall not take the place of, any existing funding provided for Driver Education purposes.

Holy Trinity Episcopal Academy agrees that disbursed funds shall be used for direct educational expenses and shall not be used for administration.

Holy Trinity Episcopal Academy agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training as required by FS 318.1215.

Holy Trinity Episcopal Academy agrees to develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

Holy Trinity Episcopal Academy agrees to utilize funding, solely for the proposed purposes of their Driver Education Program as detailed in their Approved Budget (Attachment "A").

Holy Trinity Episcopal Academy agrees that the supplemental funds, which were not a part of the school's original application, are allocated with the condition that these 25 additional openings will be used solely for students who do not attend Holy Trinity Episcopal Academy and whose family income makes them eligible for free/reduced price lunch.

3. **TERM:** This Agreement shall become effective October 1, 2017, upon execution by the County and Holy Trinity Episcopal Academy, and will expire on September 30, 2018 or if/when all funds are depleted by Holy Trinity Episcopal Academy between these dates.
4. **REPORT AND INVOICE BY SCHOOLS:** Holy Trinity Episcopal Academy shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B", along with an invoice for reimbursement (Attachment "C") for the portion of allocated funds that was spent during the reported quarter. Progress Reports and Invoices are to be submitted within 30 days of the last day of the quarter to the Housing and Human Services Department, Attn: Isabel Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 or Isabel.Kennedy@BrevardFL.gov until the full amount of allocated funds referenced in paragraph one (1) is fully utilized and accounted for.
5. **MODIFICATION:** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
6. **REFUND OF FUNDS:** If Holy Trinity Episcopal Academy uses the awarded funds for any purpose other than as specifically authorized herein, the County shall be entitled to a refund of those funds, or portion of funds, improperly utilized by Holy Trinity Episcopal Academy. Allocated funds not used within the agreed upon dates will be forfeited by Holy Trinity Episcopal Academy and remain in the Dori Slosberg Trust Fund.
7. **RECORDS:** In performance of this Agreement, Holy Trinity Episcopal Academy shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents,

papers, books, records, and accounts made or received by Holy Trinity Episcopal Academy in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Holy Trinity Episcopal Academy for a period of three (3) years after termination of this Agreement. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright in the United States or any other country.

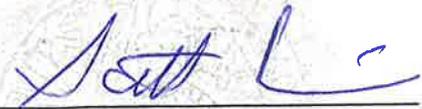
8. **CONTRACTED RELATIONSHIP:** This Agreement shall operate solely as a funding mechanism and Holy Trinity Episcopal Academy shall perform any Driver Education program services as an independent entity. Nothing contained in this Agreement shall be interpreted or construed to constitute that Holy Trinity Episcopal Academy or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be Holy Trinity Episcopal Academy's responsibility to be aware of and comply with all state and local laws. Should Florida Statute 318.1215 (known as the Dori Slosberg Driver Education Safety Act) change, it is Holy Trinity Episcopal Academy's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** Each party shall be solely responsible for the negligent or wrongful acts of its employees or agents. Nothing contained in this agreement shall be construed as a waiver of either party's rights to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed, regarding the County or Board's potential liability under state or federal law.
11. **VENUES, TRIALS:** This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida. Venue for any legal action by any party to interpret, construe, or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
12. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.
13. **NOTICE:** Any and all notices required under this agreement shall be via e-mail or in writing and sent to the following addresses, by U.S. Postal Service to Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Holy Trinity Episcopal Academy, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first below written.

BREVARD COUNTY, FLORIDA

ATTEST:

By: 
Curt Smith, Chairman
As approved by the Board on 8/22/17

By: 
Scott Ellis, Clerk


Rebecca Behl-Hill
Assistant County Attorney

HOLY TRINITY EPISCOPAL ACADEMY

By: 
Nan Evans, Director
Finance and Operations

Date: 6/2/17

Mailing Address: 5625 Holy Trinity Drive, Melbourne, FL 32940

Area Code/Telephone Number: 321-723-8323

Attachment "A"
APPROVED BUDGET

Holy Trinity Episcopal Academy

Description	Units	Cost Per Unit	Subtotals
Classroom and on-the-road driver training classes.	125	\$375	\$46,875.00
Classroom and on-the-road driver training classes for students who do not attend Holy Trinity Episcopal Academy and whose family income makes them eligible for free/reduced price lunch.	25	\$375	\$ 9,375.00
Total:			\$56,250.00

Attachment "B"

QUARTERLY PROGRESS REPORT
DRIVER EDUCATION SAFETY TRUST FUND

School Name:

HOLY TRINITY EPISCOPAL ACADEMY

Reporting period (check one):

12/2017, 03/2018, 06/2018, 09/2018
(report is due within 30 days of the end of each reporting period)

Total amount of funds expended this quarter:

\$ _____

Breakdown of expenditures this quarter (attach additional sheet/s as needed)

Please attach backup documents for expenditures listed below (receipts, invoices, etc.)

	Invoice Number	Amount	Vender Name	Description	Purpose(s)
1.		\$			
2.		\$			
3.		\$			
4.		\$			
5.		\$			

Total amount of funds expended to-date: _____

Summary of progress/completion of projects (attach additional pages as needed):

Please attach roster of students (DO NOT include personally identifying information such as SS# or DOB)

Total number of students served to-date: _____

Name of person preparing report: _____

Title of person preparing report: _____

Phone number of person preparing report: _____

Date: _____

Signature: _____

