

Meeting Date
04/28/2015



AGENDA	
Section	CONSENT
Item No.	II B.3

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 Trust Fund in the amount of \$164,929. It is also requested that the Board authorize the Chairman to sign any changes or amendments to the budget or contracts upon approval of the County Attorney and Risk Management.

Summary Explanation & Background:

On November 12, 2002, the Board adopted Ordinance 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. Eight (8) applications were received and considered by the Driver Education Trust Fund Selection Committee on February 18, 2015. One application was rejected due to concerns regarding prior performance. The Selection Committee is comprised of the following representatives: Pat O'Neal (Florida Highway Patrol, retired), Carrie Cotter (Brevard County Fire/Rescue), Deborah Morancie (School Crossing Guard Program), Larry Wojciechowski (Parks and Recreation Department), and Craig Engelson (Medical Examiner's Office).

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.

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

(continued on page 2)

Clerk to the Board instruction: Have Chairman sign and Clerk attest each Agreement. Return to HHS.

Exhibits Attached: Attached: Seven (7) 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 type="checkbox"/>
County Manager	Assistant County Manager – Mel Scott	Department Director / Extension					
Stockton Whitten	Assistant County Manager - Venetta Valdengo	Ian Golden / 52007					

***Ambassador Christian Academy:** \$32,500 to be used for driver's training for 100 students through the Florida Safety Council

Brevard County Public Schools: \$79,564 in FY 14-15 funds for the Teen Driver Challenge program offered by the Brevard County Sheriff's Office. Brevard County Public School's unexpended funds from the FY 13-14 allocation (\$7,600) will be utilized for support of their driver education program during FY 14-15.

***Brevard Private Academy:** \$7,900 to be used for driver's training for 20 students through the Florida Safety Council

***Community Christian School:** \$3,890 to be used for driver's training for 10 students through the Florida Safety Council

***Holy Trinity Episcopal Academy:** \$28,125 to be used for driver's training for 75 students through the Florida Safety Council

Melbourne Central Catholic School: \$9,000 to be used for "Behind the Wheel – New Driver Car Control" program for 100 students

***Rising Stars Academy:** \$3,950 to be used for driver's training for 10 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 2014-2015: There is no impact on the General Fund. There is a \$164,929 impact to the Driver's Education trust fund budget. Funds are available in 1370-201951.
 FY 2015-2016: There is no impact to the General Fund. There will be an impact to the Driver Education Safety Trust Fund that cannot be determined at this time.

Contact Person: Isa F. Kennedy, Jail Population Management Coordinator, 633-2007



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

April 29, 2015

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item II.B.3., Agreements with Ambassador Christian Academy, Brevard County Public Schools, Brevard Private Academy, Community Christian School, Holy Trinity Episcopal Academy for The Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund

The Board of County Commissioners, in regular session on April 28, 2015, executed Agreements with the school entities that submitted application for funding from the Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund in the amount of \$164,929.00; and authorized the Chairman to sign any changes or amendments to the budget or contracts with previous approval by the County Attorney and Risk Management. Enclosed are two certified copies of each Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/kg

Encls. (14)

cc: Jail Population Management Coordinator
Contracts Administration
Risk Management
County Attorney
Finance
Budget

**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., (hereinafter referred to as "The School"), business address of 175 Cone Road, Merritt Island, Florida 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**, the School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$32,500.00 should be allocated to the School for purposes as so stated; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to the School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS DISBURSED:** The County agrees to disburse \$32,500.00 to the School to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
2. **SCOPE OF SERVICES/REQUIREMENTS:** The 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.

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

The School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

The School agrees to utilize funding solely for the project purposes of their Driver Education Program as detailed in their approved budget (Attachment "A").

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and the School, and will expire when all funds are depleted by the School.
4. **REPORT BY SCHOOLS:** The School shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isa Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 the School 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 from the school. Any unspent funding shall be returned within 30 days past October 1st of the school year for which funding was allocated, unless funds are already encumbered for a specific purpose.
7. **RECORDS:** In performance of this Agreement, the School 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 the School 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 the School 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 the 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 the School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be the school'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 the school's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** The School agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death, or personal injury or damage to property, or loss of use resulting therefrom, including attorneys fees and court costs, arising out of its provision of Driver Education programs. As part of this indemnification, the School agrees to pay, on behalf of the County, the cost of the County's legal defense as may be selected by the County for all claims described in this paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

In agreeing to this paragraph, the County does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

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 Ian Golden, Housing and Human Services Department Director, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Ambassador Christian Academy, 175 Cone Road, Merritt Island, Florida 32952.

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

BREVARD COUNTY, FLORIDA

By: 
Robin Fisher, Chairman
As approved by the Board on 04/28/2015

ATTEST:

By: 
Scott Ellis, Clerk


Rebecca Behl-Hill
Assistant County Attorney

Ambassador Christian Academy
School Name

By: 
Signature

Date: 3/16/15

Joyce Willoughby, Administrator
Name & Title (Typed or Printed)

175 Cone Road, Merritt Island, Florida 32952
Mailing Address

321-305-6931
Area Code/Telephone Number

Attachment "A"
APPROVED BUDGET

Description of Request	Cost per Item	Total Approved
Florida Safety Council	\$325.00	\$32,500.00
	Total	\$32,500.00

**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 \$79,564.00 should be allocated to Brevard Public Schools for purposes as so stated; 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 DISBURSED:** The County agrees to disburse \$79,564.00 to Brevard Public Schools specifically for the Brevard Sheriff's Office Teen Driver Challenge program to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
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. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

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

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and Brevard Public Schools, and will expire when all funds are depleted by Brevard Public Schools.
4. **REPORT BY SCHOOLS:** Brevard Public Schools shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isabel Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 from Brevard Public Schools. Any unspent funding shall be returned within 30 days past October 1st of Brevard Public Schools year for which funding was allocated, unless funds are already encumbered for a specific purpose.
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'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.
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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 Ian Golden, Housing and Human Services Department Director, 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

By: 
Robin Fisher, Chairman
As approved by the Board on 04/28/2015

ATTEST:

By: 
Scott Ellis, Clerk


Rebecca Behl-Hill
Assistant County Attorney

Brevard Public Schools

By: _____
Signature

By: _____
Brian T. Binggeli, Ed.D.
Superintendent

Date: _____

Amy Kneessy, Chairman
Name & Title (Typed or Printed)

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

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

Attachment "A"
APPROVED BUDGET

Description	Amount
Brevard County Sheriff's Office Teen Driver Challenge Classes	\$70,000.00
Event Simulator Costs Driver's Education Funding to only be used for Simulator Events held at public or private schools.	\$9,564.00
Total:	\$79,564.00

Brevard County Schools Driver Education requests to be financed using unspent funds from previous years:

Description	Cost per Item	Amount
Teaching Supplies (8) for combined course/lab and Behind the Wheel lab (including Drunkbusters supplies, cones, traffic signs, teaching videos)	\$200.00	\$1,600.00
ADTSEA (American Driver Traffic Safety Education Association) Membership (8)	\$50.00	\$400.00
Staff Development (8) Certification update and training from state, attendance at Slosberg Conference	\$100.00	\$800.00
Maintenance of Vehicles (24)	\$200.00	\$4,800.00
Total:		\$7,600.00



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

April 29, 2015

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item II.B.3., Agreements with Ambassador Christian Academy, Brevard County Public Schools, Brevard Private Academy, Community Christian School, Holy Trinity Episcopal Academy for The Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund

The Board of County Commissioners, in regular session on April 28, 2015, executed Agreements with the school entities that submitted application for funding from the Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund in the amount of \$164,929.00; and authorized the Chairman to sign any changes or amendments to the budget or contracts with previous approval by the County Attorney and Risk Management. Enclosed are two certified copies of each Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encls. (14)

cc: Jail Population Management Coordinator
Contracts Administration
Risk Management
County Attorney
Finance
Budget

RECEIVED

MAY 06 2015

HOUSING/HUMAN SERV



BOARD OF COUNTY COMMISSIONERS

Housing and Human Services

2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, Florida 32940

Inter-Office Memo

TO: Jim Barfield, Chairman
Board of County Commissioners

THRU: Venetta Valdengo, Assistant County Manager
County Manager's Office *VV*

FROM: Ian Golden, Director *IG*
Housing and Human Services Department

DATE: March 7, 2016

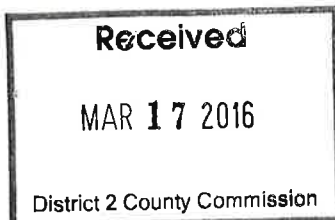
RE: Amendment to the Agreement with Brevard Public Schools

On April 28, 2015, the Board of County Commissioners signed an agreement with the Brevard Public Schools as part of the Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund. The Brevard County Sheriff's Office, who offers the Teen Driver Challenge program, is requesting one additional year to expend these funds.

Attached for your review and approval is the amendment authorizing the additional year. Also attached are the Tammygram and BC-20s showing Risk Management and County Attorney review.

If there are any questions or if additional information is needed, please feel free to contact Isa Kennedy at x55323 or 633-2007.

Attachments



March 17, 2016

Thank You, Gwen!

Hello Gwen,

Thank you for your assistance in getting the attached contract signed by Chairman Jim Barfield.
Thank you also for sending it to the Clerk for Attestation. Sent 3/24/16

The Brevard County Sheriff's Office requested an additional year to use the funds they received for FY 15-16, when they learned that the Doris Slosberg Driver Education Safety Fund allocation process would be suspended for FY 16-17 (to allow the Fund to build up). Revenue into the Fund has been very low, this fiscal year. (Revenue comes from a \$5 fee/traffic ticket.)

I'm sending you the original contract and a memo I submitted to our Department Director so you can see how this originated and that the extension was approved. If you have questions for the BCSO, the contact person for this matter is:

Trish Montminy
Accountant II
Brevard County Sheriff's Office
P 321.264.5206; 51545
F 321.264.5357
Email: trish.montminy@bcso.us

Once again, thank you for your assistance. Please do not hesitate to contact me if you have any questions/concerns. I will be out on leave for a few days; I return to work on Tuesday, March 29th.

Sincerely,

A handwritten signature in cursive script that reads "Isabel".

Isabel Kennedy
Brevard County Housing and Human Services
2725 Judge Fran Jamieson Way, Building B, Room 103
Viera, FL 32940

Courier Mail Stop: 82

Isabel.kennedy@brevardcounty.us

Ph: 321-633-2007 X.55323

**AMENDMENT TO THE AGREEMENT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
BREVARD PUBLIC SCHOOLS**

THIS AMENDMENT TO THE 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:

WHEREAS, the parties previously entered into an Agreement on May 26, 2015, and;

WHEREAS, it is necessary to amend said Agreement to extend the term for an additional period of time

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


A. That the previous Agreement between the parties under the Agreement is hereby amended as follows:

(1.) Page 2. Section 6. **REFUND OF FUNDS**. Any unspent funding was to be returned within 30 days past October 1st of the Brevard Public Schools' year for which funding was allocated. The term is extended for one fiscal year to allow the Brevard County Sheriff's Office Teen Driver Challenge program this additional time to expend the full amount of \$79,564.00 Dori Slosberg Driver Education Safety Trust Funds, disbursed to Brevard Public Schools specifically for the Brevard Sheriff's Office Teen Driver Challenge program to financially assist their Driver Education Program.

B. That all terms and conditions of the original Agreement dated May 26, 2015, which are incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

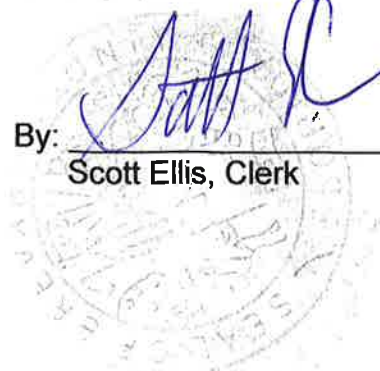
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

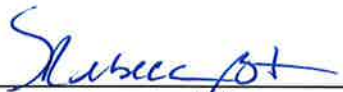
BREVARD COUNTY, FLORIDA

By: 
Jim Barfield, Chairman
As approved by the Board on 04/28/15

ATTEST:

By: 
Scott Ellis, Clerk





Rebecca Behl-Hill
Assistant County Attorney

Brevard Public Schools

By: _____


Signature

Date: _____

3/15/16

By: _____



Dr. Desmond Blackburn
Superintendent

Andy Ziegler, Chairman
Name & Title (Typed or Printed)

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

321-633-1000 Ext: 412
Area Code/Telephone Number

**BREVARD COUNTY
HOUSING AND HUMAN SERVICES
AGREEMENT**

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- 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 \$79,564.00 should be allocated to Brevard Public Schools for purposes as so stated; 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.

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Brevard Public Schools agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

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

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4. **REPORT BY SCHOOLS:** Brevard Public Schools shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isabel Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 1 is fully utilized and accounted for.
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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'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 Ian Golden, Housing and Human Services Department Director, 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: [Signature]
Robin Fisher, Chairman
As approved by the Board on 04/28/2015

By: [Signature]
Scott Ellis, Clerk
STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing
is a true and current copy of the
agreement witness my hand
and official seal this 4th day of
May 2015
SCOTT ELLIS, Clerk of Circuit Court
BY Ashley Folsom D.C.

[Signature]
Rebecca Behl-Hill
Assistant County Attorney

Brevard Public Schools

By: [Signature]
Signature
Date: 5-26-15

By: [Signature]
Brian T. Binggeli, Ed.D. BTB
Superintendent

Amy Kneessy, Chairman
Name & Title (Typed or Printed)

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

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

**Attachment "A"
APPROVED BUDGET**

Description	Amount
Brevard County Sheriff's Office Teen Driver Challenge Classes	\$70,000.00
Event Simulator Costs	\$9,564.00
Driver's Education Funding to only be used for Simulator Events held at public or private schools.	
Total:	\$79,564.00

Brevard County Schools Driver Education requests to be financed using unspent funds from previous years:

Description	Cost per Item	Amount
Teaching Supplies (8) for combined course/lab and Behind the Wheel lab (including Drunkbusters supplies, cones, traffic signs, teaching videos)	\$200.00	\$1,600.00
ADTSEA (American Driver Traffic Safety Education Association) Membership (8)	\$50.00	\$400.00
Staff Development (8) Certification update and training from state, attendance at Slosberg Conference	\$100.00	\$800.00
Maintenance of Vehicles (24)	\$200.00	\$4,800.00
Total:		\$7,600.00

**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 Private Academy., (hereinafter referred to as "The School"), business address of 508 South Plumosa Street, Merritt Island, Florida 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**, the School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$7,900.00 should be allocated to the School for purposes as so stated; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to the School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS DISBURSED:** The County agrees to disburse \$7,900.00 to the School to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
2. **SCOPE OF SERVICES/REQUIREMENTS:** The 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.

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

The School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

The School agrees to utilize funding solely for the project purposes of their Driver Education Program as detailed in their approved budget (Attachment "A").

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and the School, and will expire when all funds are depleted by the School.
4. **REPORT BY SCHOOLS:** The School shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isa Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 the School 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 from the school. Any unspent funding shall be returned within 30 days past October 1st of the school year for which funding was allocated, unless funds are already encumbered for a specific purpose.
7. **RECORDS:** In performance of this Agreement, the School 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 the School 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 the School 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 the 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 the School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be the school'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 the school's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** The School agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death, or personal injury or damage to property, or loss of use resulting therefrom, including attorneys fees and court costs, arising out of its provision of Driver Education programs. As part of this indemnification, the School agrees to pay, on behalf of the County, the cost of the County's legal defense as may be selected by the County for all claims described in this paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

In agreeing to this paragraph, the County does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

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 Ian Golden, Housing and Human Services Department Director, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Ambassador Christian Academy, 508 South Plumosa, Merritt Island, Florida 32952.

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

BREVARD COUNTY, FLORIDA

By: 
Robin Fisher, Chairman
As approved by the Board on 04/28/2015


Rebecca Behl-Hill
Assistant County Attorney

Brevard Private Academy
School Name

By: 
Signature


Date: 3-16-15

Jeffrey Elhoffer Office Manager
Name & Title (Typed or Printed)

508 South Plumosa Street, Merritt Island, FL 32952
Mailing Address

321-459-3466
Area Code/Telephone Number

ATTEST:

By: 
Scott Ellis, Clerk



Attachment "A"
APPROVED BUDGET

Description of Request	Cost per Item	Total Approved
Florida Safety Council	\$395.00	\$7,900.00
	Total	\$7,900.00

**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., (hereinafter referred to as "The School"), business address of 1616 Ferndale Avenue, Melbourne, Florida 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**, the School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$3,890.00 should be allocated to the School for purposes as so stated; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to the School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS DISBURSED:** The County agrees to disburse \$3,890.00 to the School to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
2. **SCOPE OF SERVICES/REQUIREMENTS:** The 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.

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

The School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

The School agrees to utilize funding solely for the project purposes of their Driver Education Program as detailed in their approved budget (Attachment "A").

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and the School, and will expire when all funds are depleted by the School.
4. **REPORT BY SCHOOLS:** The School shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isa Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 the School 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 from the school. Any unspent funding shall be returned within 30 days past October 1st of the school year for which funding was allocated, unless funds are already encumbered for a specific purpose.
7. **RECORDS:** In performance of this Agreement, the School 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 the School 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 the School 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 the 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 the School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be the school'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 the school's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** The School agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death, or personal injury or damage to property, or loss of use resulting therefrom, including attorneys fees and court costs, arising out of its provision of Driver Education programs. As part of this indemnification, the School agrees to pay, on behalf of the County, the cost of the County's legal defense as may be selected by the County for all claims described in this paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

In agreeing to this paragraph, the County does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

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 Ian Golden, Housing and Human Services Department Director, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Community Christian School, 1616 Ferndale Avenue, Melbourne, Florida 32935.

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

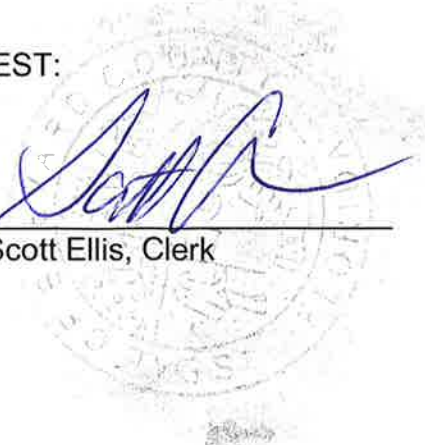
BREVARD COUNTY, FLORIDA

By: 
Robin Fisher, Chairman
As approved by the Board on 04/28/2015


Rebecca Behl-Hill
Assistant County Attorney

ATTEST:

By: 
Scott Ellis, Clerk



Community Christian School
School Name

By: 
Signature

Date: 3/10/15

Laurel H. Ears, Principal
Name & Title (Typed or Printed)

1616 Ferndale Avenue, Melbourne, FL 32935
Mailing Address

321-259-1590
Area Code/Telephone Number

Attachment "A"
APPROVED BUDGET

Description of Request	Cost per Item	Total Approved
Florida Safety Council	\$389.00	\$3,890.00
	Total	\$3,890.00

**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, (hereinafter referred to as "The School"), business address of 5625 Holy Trinity Drive, Melbourne, 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**, the School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$28,125.00 should be allocated to the School for purposes as so stated; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to the School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS DISBURSED:** The County agrees to disburse \$28,125.00 to the School to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
2. **SCOPE OF SERVICES/REQUIREMENTS:** The 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.

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

The School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

The School agrees to utilize funding solely for the project purposes of their Driver Education Program as detailed in their approved budget (Attachment "A").

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and the School, and will expire when all funds are depleted by the School.
4. **REPORT BY SCHOOLS:** The School shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isa Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 the School 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 from the school. Any unspent funding shall be returned within 30 days past October 1st of the school year for which funding was allocated, unless funds are already encumbered for a specific purpose.
7. **RECORDS:** In performance of this Agreement, the School 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 the School 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 the School 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 the 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 the School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be the school'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 the school's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** The School agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death, or personal injury or damage to property, or loss of use resulting therefrom, including attorneys fees and court costs, arising out of its provision of Driver Education programs. As part of this indemnification, the School agrees to pay, on behalf of the County, the cost of the County's legal defense as may be selected by the County for all claims described in this paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

In agreeing to this paragraph, the County does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

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 Ian Golden, Housing and Human Services Department Director, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Holy Trinity Episcopal Academy, 5625 Holy Trinity Drive, Melbourne, Florida 32840.

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: 
Robin Fisher, Chairman
As approved by the Board on 04/28/2015

By: 
Scott Ellis, Clerk


Rebecca Behl-Hill
Assistant County Attorney

Holy Trinity Episcopal Academy
School Name

By: 
Signature

Date: 3/16/2015

Nan Evans / Director of Finance & Operations
Name & Title (Typed or Printed)

5625 Holy Trinity Drive, Melbourne, Fl. 32840
Mailing Address

321-723-8323 (ext. 390)
Area Code/Telephone Number

Attachment "A"
APPROVED BUDGET

Description of Request	Cost per Item	Total Approved
Florida Safety Council	\$375	\$28,125.00
	Total	\$28,125.00

**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 Melbourne Central Catholic High School, (hereinafter referred to as "The School"), business address of 100 East Florida Avenue, Melbourne, Florida 32901.

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**, the School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$9,000.00 should be allocated to the School for purposes as so stated; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to the School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS DISBURSED:** The County agrees to disburse \$9,000.00 to the School to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
2. **SCOPE OF SERVICES/REQUIREMENTS:** The 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.

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

The School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

The School agrees to utilize funding solely for the project purposes of their Driver Education Program as detailed in their approved budget (Attachment "A").

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and the School, and will expire when all funds are depleted by the School.
4. **REPORT BY SCHOOLS:** The School shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isa Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 the School 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 from the school. Any unspent funding shall be returned within 30 days past October 1st of the school year for which funding was allocated, unless funds are already encumbered for a specific purpose.
7. **RECORDS:** In performance of this Agreement, the School 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 the School 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 the School 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 the 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 the School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be the school'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 the school's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** The School agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death, or personal injury or damage to property, or loss of use resulting therefrom, including attorneys fees and court costs, arising out of its provision of Driver Education programs. As part of this indemnification, the School agrees to pay, on behalf of the County, the cost of the County's legal defense as may be selected by the County for all claims described in this paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

In agreeing to this paragraph, the County does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

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 Ian Golden, Housing and Human Services Department Director, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Melbourne Central Catholic High School, 100 East Florida Avenue, Melbourne, Florida 32901.

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

BREVARD COUNTY, FLORIDA

By: [Signature]
Robin Fisher, Chairman
As approved by the Board on 04/28/2015

ATTEST:

By: [Signature]
Scott Ellis, Clerk

[Signature]
Rebecca Behl-Hill
Assistant County Attorney

Melbourne Central Catholic School
School Name

By: [Signature]
Signature

Date: 3/16/15

Cardace Terry - Interim Principal
Name & Title (Typed or Printed)

100 East Florida Avenue, Melbourne, Florida 32901
Mailing Address

321-727-0793 Ext. 402
Area Code/Telephone Number

Attachment "A"
APPROVED BUDGET

Description of Request	Cost per Item	Total Approved
In-Car Driver's Education Training Contractor	\$125.00	\$8,125.00
New Driver Survival Guide Program	\$35.00	\$875.00
	Total	\$9,000.00

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 Rising Stars Academy, (hereinafter referred to as "The School"), business address of 2155 Sarno Road, Melbourne, Florida 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**, the School has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$3,950.00 should be allocated to the School for purposes as so stated; and
- V. **WHEREAS**, the County has determined that the allocation of the above referenced amount to the School will benefit the applicable students and citizens of Brevard County.

NOW THEREFORE, the parties agree as follows:

1. **FUNDS DISBURSED:** The County agrees to disburse \$3,950.00 to the School to financially assist their Driver Education Program. Disbursement shall be made in one lump sum.
2. **SCOPE OF SERVICES/REQUIREMENTS:** The 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.

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

The School agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training. Each school receiving funds under this agreement shall develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

The School agrees to utilize funding solely for the project purposes of their Driver Education Program as detailed in their approved budget (Attachment "A").

3. **TERM:** This Agreement shall become effective immediately upon execution by the County and the School, and will expire when all funds are depleted by the School.
4. **REPORT BY SCHOOLS:** The School shall submit a quarterly report referred to as a "Progress Report" by the date specified in Attachment "B" to the Housing and Human Services Department, Attn: Isa Kennedy, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 until the full amount referenced in Paragraph 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 the School 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 from the school. Any unspent funding shall be returned within 30 days past October 1st of the school year for which funding was allocated, unless funds are already encumbered for a specific purpose.
7. **RECORDS:** In performance of this Agreement, the School 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 the School 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 the School 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 the 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 the School or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be the school'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 the school's responsibility to remain in compliance.
10. **INDEMNIFICATIONS:** The School agrees to fully indemnify, defend, and hold the County, its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death, or personal injury or damage to property, or loss of use resulting therefrom, including attorneys fees and court costs, arising out of its provision of Driver Education programs. As part of this indemnification, the School agrees to pay, on behalf of the County, the cost of the County's legal defense as may be selected by the County for all claims described in this paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

In agreeing to this paragraph, the County does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

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 Ian Golden, Housing and Human Services Department Director, 2725 Judge Fran Jamieson Way, Building B, Suite 103, Viera, Florida 32940 and Rising Stars Academy, 2155 Sarno Road, Melbourne, Florida 32935.

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

BREVARD COUNTY, FLORIDA

By: 
Robin Fisher, Chairman
As approved by the Board on 04/28/2015

ATTEST:

By: 
Scott Ellis, Clerk


Rebecca Behl-Hill
Assistant County Attorney

Rising Stars Academy
School Name

By: 
Signature

Date: 3/16/15

Rini Stockdale Director
Name & Title (Typed or Printed)

2155 Sarno Road, Melbourne, Florida 32935
Mailing Address

321-259-4944
Area Code/Telephone Number

Attachment "A"
APPROVED BUDGET

Description of Request	Cost per Item	Total Approved
Florida Safety Council	\$395.00	\$3,950.00
	Total	\$3,950.00

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board:

1. Contractor: Ambassador Christian Academy, Brevard Private Academy, Brevard Public Schools, Community Christian School, Holy Trinity Episcopal Academy, Melbourne Central Catholic School, and Rising Stars Academy	
2. Fund/Account #: 1370/201951	3. Division Name: Housing and Human Services
4. Contract Description: Dori Slosberg Driver Education Trust Fund	
5. Contract Monitor: Isa Kennedy	6. Mail Stop #: 82
7. Dept./Office Director: Ian Golden, Director Housing & Human Services Department	8. Class Code:
9. ACTION DATE: <u>As soon as possible</u>	10. ACTION REQUIREMENT: To County Attorney and Risk Management for review and approval. Please call Ext. 56220 when ready for pick up.

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>Yes</u>	<u>No</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>JG</u>	<u>3/6/15</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>BT</u>	<u>3/10/15</u>

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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	<u>Yes</u>	<u>No</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<u>3/6/15</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<u>3/11/2015</u>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>	<u> </u>