



AGENDA REPORT
August 20, 2019

**Approval of Agreements, Re: The Annual Dori Slosberg Driver Education
Safety Act/Driver Education Safety Trust Fund**

SUBJECT:

Approval of Agreements, Re: The Annual Dori Slosberg Driver Education Safety Act/
Driver Education Safety Trust Fund Allocation

FISCAL IMPACT:

FY 2019-2020: There is no impact on the General Fund. There is a \$288,986.00 impact to
the Driver's Education Safety Trust Fund budget. Funds are available in 1370-201957.

DEPT/OFFICE:

Public Safety Office

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve recommended
expenditures of Drivers Education Safety Trust Fund and authorize the County Manager
or his designee to sign and execute Agreements with the School entities that have
submitted applications for funding in the amount of \$288,986.00. It is also requested that
the Board authorize the County Manger or his designee make any changes or
amendments to the budget, budget change requests, or any other actions as needed to
execute this agreement as approved by the Board. The Dori Slosberg allocation has
happened annually since 2002 and does not significantly differ from last year's percentage
allocations or totals.

SUMMARY EXPLANATION and 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 April 2, 2019. The Selection Committee was comprised of the following representatives: Chrissy Lake (Brevard County Central Services), Leigh McElroy (Eckerd Connects), Chelsea Rollyson (Brevard County Budget Office), Mike Scully (Crosswinds Youth Services), Lt. Channing Taylor (Florida Highway Patrol), Larry Wojciechowski (Brevard County Parks and Recreation), and Jennifer Wyman (Brevard County Fire/Rescue).

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:

Ambassador Christian Academy: Approval of \$42,500.00 to be used for driver's training for 100 students through the Florida Safety Council.

Brevard Private Academy: Approval of \$3,600.00 to be used for driver's training for 10 students through the Florida Safety Council.

Brevard Public Schools: Approval of \$202,986.00. Of that amount, 116,752.00 to be used for the Brevard County Public School's driver's education program and \$86,234.00 to be used for the Teen Challenge Program offered by the Brevard County Sheriff's Office.

Holy Trinity Episcopal Academy: Approval of \$39,900.00 to be used for On-the-Road Driver-Training classes for 100 students.

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

ATTACHMENTS:

Description

- ▢ **Florida Statute 318.1215 Dori Slosberg Driver Ed. Safety Act**
- ▢ **County Ordinance: Dori Slosberg Education Safety Act**
- ▢ **Initial Cont Review/Approval Form Dori Slosberg**
- ▢ **Ambassador Christian Academy Agreement**
- ▢ **Brevard Private Academy Agreement**
- ▢ **Holy Trinity Episcopal Academy Agreement**
- ▢ **Brevard Public Schools-BCSO Agreement**

Tammy Rowe

From: Tammy Rowe
Sent: Wednesday, August 21, 2019 9:50 AM
To: 'kaye.richey@brevardfl.gov'
Cc: 'isabel.kennedy@brevardfl.gov'; Deborah Thomas; Donna Scott
Subject: Item F.12. Approval of Agreements for Dori Slosbert Driver Education Safety Act - 8/20/19 BCC Meeting

Kaye:

I am following up on our conversation this morning regarding the Agreements for the Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund. Your office, Public Safety, has custody of the original documents which have already been signed by the school entities. We will provide you with the action memorandum approving and authorizing signature by the County Manager, or his designee, which is Matthew Wallace. It would be appreciated if once Matthew signs the original documents that you could email this office a fully-executed Agreement for each entity for the official record.

Thank you for your assistance in this matter. It is greatly appreciated.

Tammy Rowe, Supervisor
Clerk to the Board
Brevard County Clerk of Courts
tammy.rowe@brevardclerk.us
321-637-2001 Ext. 49056





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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 21, 2019

MEMORANDUM

TO: Matthew Wallace, Public Safety Director

RE: Item F.12., Approval of Agreements for the Annual Dori Slosberg Driver Education Safety Act/Driver Education Safety Trust Fund

The Board of County Commissioners, in regular session on August 20, 2019, approved recommended expenditures of Driver's Education Safety Trust Fund; authorized the County Manager, or his designee, to sign and execute Agreements with the school entities that have submitted applications for funding in the amount of \$288,986.00; and authorized the County Manager, or his designee, to make any changes or amendments to the budget, budget change requests, or any other actions as needed to execute this agreement as approved by the Board.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

cc: Finance
Budget

Dori Slosberg Driver Education Safety Act Legislation

The 2018 Florida Statutes

<u>Title XXIII</u>	<u>Chapter 318</u>	<u>View Entire</u>
MOTOR	DISPOSITION OF TRAFFIC	<u>Chapter</u>
VEHICLES	INFRACTIONS	

318.1215 Dori Slosberg Driver Education Safety Act.—
Notwithstanding the provisions of s.318.121, a board of county commissioners may require, by ordinance, that the clerk of the court collect an additional \$5 with each civil traffic penalty, which shall be used to fund driver education programs in public and nonpublic schools. The ordinance shall provide for the board of county commissioners to administer the funds, which shall be used for enhancement, and not replacement, of driver education program funds. The funds shall be used for direct educational expenses and shall not be used for administration. Each driver education program receiving funds pursuant to this section shall require that a minimum of 30 percent of a student's time in the program be behind-the-wheel training. This section may be cited as the "Dori Slosberg Driver Education Safety Act."

History.—s. 98, ch. 2002-20; s. 10, ch. 2005-164; s. 49, ch. 2006-290.

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=dori&URL=0300-0399/0318/Sections/0318.1215.html

COUNTY ORDINANCE: Dori Slosberg Driver Education Safety Act

- **Sec. 38-5. - Driver education safety trust fund.**

(a)

Authority and intent. This section is adopted pursuant to the authority vested in the board of county commissioners by virtue of Section 98 of Chapter 2002-20, Laws of Florida, known as the "Dori Slosberg Driver Education Safety Act." The board of county commissioners intends to create of a driver education safety trust fund for the purpose of funding public and nonpublic driver education programs which the board of county commissioners finds will serve the best interest of the public health, safety, and welfare of the citizens of the county by improving the driving habits of students enrolled in those programs.

(b)

Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Board of county commissioners means the board of county commissioners of Brevard County, Florida.

Clerk means the clerk of the circuit court of Brevard County.

County means the incorporated and unincorporated areas of Brevard County.

Fund means the driver education safety trust fund.

(c)

Creation of funding and accounting. Upon the effective date of the ordinance implementing this section, the clerk shall collect an additional \$5.00 with each civil traffic penalty levied in the county. The additional \$5.00 court cost shall be mandatorily imposed with all civil traffic penalties levied in the county, excluding parking violations, and may not be waived by any magistrate or judge deciding such cases. The clerk shall keep a record of such collections. The clerk shall then forward all monies collected to the board of county commissioners of the county by way of deposit into a special, separate account entitled, "Driver's Education Safety Trust Fund." Once each quarter, the clerk shall furnish a full report to the board of county commissioners as to the amount of funds collected and deposited into the driver education safety trust fund and the amount of expenditures from the fund.

(d)

Expenditures. Monies deposited into the fund shall be used to financially assist driver education safety programs in public and nonpublic non-elementary schools in the county. All monies dispersed from the fund shall be supplemental to, and shall not take the place of, any existing funding provided for any such program. Dispersed funds shall be used for direct educational expenses and shall not be used for administration. In order to receive assistance grants from the fund, programs shall be selected on the basis of selection procedures which shall be developed by the county manager or designee.

(Ord. No. 2002-56, § 1, 11-12-02; Ord. No. 07-37, § 2, 8-7-07)

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	
Department	
Program	
Contact Name	
Cost Center, Fund, and G/L Account	
Vendor Information (SAP Vendor #)	
Contract Status	
Contract Title	
Contract Type	
Contract Amount	
Storage Location (SAP)	
Contract Approval Date	
Contract Effective Date	
Contract Expiration Date	
Contract Absolute End Data (No Additional Renewals/Extensions)	
Material Group	
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	
"Right To Audit" Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	

**BREVARD COUNTY PUBLIC SAFETY
COMMUNITY CORRECTIONS
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 of Merritt Island, business address of 1260 S. Courtenay Parkway, Merritt Island, FL 32952.

WITNESSETH:

- I. **WHEREAS**, the 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 of Merritt Island has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$42,500.00 should be allocated to Ambassador Christian Academy of Merritt Island 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 of Merritt Island 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 \$42,500.00 of Dori Slosberg Driver Education Safety Act funds to Ambassador Christian Academy of Merritt Island and disburse these funds when requested through quarterly Progress Reports and an accompanying invoice.
2. **SCOPE OF SERVICES/REQUIREMENTS:** Ambassador Christian Academy of Merritt Island 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 of Merritt Island agrees that disbursed funds shall be used for direct educational expenses and shall not be used for administration.

Ambassador Christian Academy of Merritt Island agrees that a minimum of 30 percent of a student's time in the program will be behind-the-wheel training as required by Florida Statute 318.1215. Ambassador Christian Academy of Merritt Island agrees to develop and maintain records that substantiate this minimum "behind-the-wheel" training criteria.

Ambassador Christian Academy of Merritt Island 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, 2019, upon execution by the County and Ambassador Christian Academy of Merritt Island, and will expire on September 30, 2020 or if/when all funds are depleted by Ambassador Christian Academy of Merritt Island between these dates.
4. **REPORT AND INVOICE BY SCHOOLS:** Ambassador Christian Academy of Merritt Island 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 Brevard County Public Safety, Attn: Isabel Kennedy, 1040 S. Florida Avenue, Rockledge, FL 32955 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 of Merritt Island 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 of Merritt Island. Allocated funds not used within the agreed upon dates will be forfeited by Ambassador Christian Academy of Merritt Island and remain in the Dori Slosberg Driver Education Safety Act Fund.
7. **RECORDS:** In performance of this Agreement, Ambassador Christian Academy of Merritt Island 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 of Merritt Island 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 of Merritt Island 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 of Merritt Island 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 of Merritt Island 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 of Merritt Island'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 Ambassador Christian Academy of Merritt Island's responsibility to remain in compliance. In accordance with the requirements of title III of the Americans with Disabilities Act of 1990 (ADA), Ambassador Christian Academy of Merritt Island will not discriminate against qualified individuals with disabilities on the basis of disability in the provision of its driver education safety program and will provide all reasonable modifications and accommodations for persons with disabilities that participate in the driver education program. In addition, it is understood that the public funding provided herein may result in a determination that the driver education program is either directly or indirectly also subject to title II of the ADA and that Ambassador Christian Academy of Merritt Island agrees to ensure compliance with all applicable ADA requirements.
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 the County's rights to sovereign immunity under section 768.28, Florida Statutes, or any of the limitations/caps on payment of claims/judgments set forth in sec. 768.28(5). Nor shall any of the terms or conditions set forth herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.
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 Brevard County Public Safety, 1040 S. Florida Avenue, Rockledge, FL 32955 and Ambassador Christian Academy of Merritt Island, 1260 S. Courtenay Parkway, Merritt Island, FL 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: _____
Matthew Wallace, Brevard County Public Safety
As approved by the Board on August 20, 2019

REVIEWED FOR LEGAL
FORM AND CONTENT:


Assistant County Attorney

AMBASSADOR CHRISTIAN ACADEMY OF MERRITT ISLAND

By: 
Arthur Council, Administrator

Date: 4-26-19

Mailing Address: 1260 S. Courtenay Parkway, Merritt Island, FL 32952.

Area Code/Telephone Number: 321-474-3990

Attachment "A"
APPROVED BUDGET

Ambassador Christian Academy of Merritt Island

Description	Units	Cost Per Unit	Subtotals
Florida Safety Council 36 Hour Training Course	100 Students	\$425.00	\$42,500.00
Total:			\$42,500.00

Attachment "B"

**QUARTERLY PROGRESS REPORT
DORI SLOSBERG DRIVER EDUCATION SAFETY ACT FUNDS**

School Name: AMBASSADOR CHRISTIAN ACADEMY OF MERRITT ISLAND

Reporting period (check one): 12/2019, 03/2020, 06/2020, 09/2020
(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 PUBLIC SAFETY
COMMUNITY CORRECTIONS
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**, the 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 \$39,900.00 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 \$39,900.00 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").

3. **TERM:** This Agreement shall become effective October 1, 2019, upon execution by the County and Holy Trinity Episcopal Academy, and will expire on September 30, 2020 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 Brevard County Public Safety, Attn: Isabel Kennedy, 1040 S. Florida Avenue, Rockledge, Florida 32955 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. In accordance with the requirements of title III of the Americans with Disabilities Act of 1990 (ADA), Holy Trinity Episcopal Academy will not discriminate against qualified individuals with disabilities on the basis of disability in the provision of its driver education safety program and will provide all reasonable modifications and accommodations for persons with disabilities that participate in the driver education program. In addition, it is understood that the public funding provided herein may result in a determination that the driver education program is either directly or indirectly also subject to title II of the ADA and that Holy Trinity Episcopal Academy agrees to ensure compliance with all applicable ADA requirements.
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 the County's rights to sovereign immunity under section 768.28, Florida Statutes, or any of the limitations/caps on payment of claims/judgments set forth in sec. 768.28(5). Nor shall any of the terms or conditions set forth herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.
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 Brevard County Public Safety, 1040 S. Florida Avenue, Florida 32955 and Holy Trinity Episcopal Academy, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

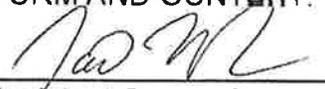
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first below written.

BREVARD COUNTY, FLORIDA

By: _____

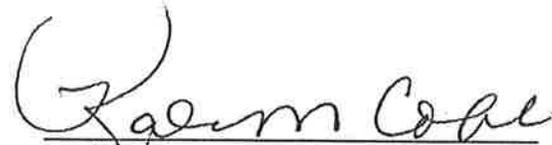
Matthew Wallace, Brevard County Public Safety
As approved by the Board on August 20, 2019

REVIEWED FOR LEGAL
FORM AND CONTENT:



Assistant County Attorney

HOLY TRINITY EPISCOPAL ACADEMY

By: 

Dr. Katherine Cobb, President

Date: 4-22-19

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.	50	\$399	\$19,950.00
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.	50	\$399	\$19,950.00
Total:			\$39,900.00

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

School Name: HOLY TRINITY EPISCOPAL ACADEMY

Reporting period (check one): 12/2019, 03/2020, 06/2020, 09/2020
(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.		\$			

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 PUBLIC SAFETY
COMMUNITY CORRECTIONS
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, 508 S. Plumosa Street, Merritt Island, FL 32952.

WITNESSETH:

- I. **WHEREAS**, the 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 Private Academy has identified a need for the funds collected; and
- IV. **WHEREAS**, a selection committee has determined that \$3,600.00 should be allocated to Brevard Private 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 Brevard Private 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 \$3,600.00 of Dori Slosberg Driver Education Safety Act funds to Brevard Private Academy and disburse these funds when requested through quarterly Progress Reports and an accompanying invoice.
2. **SCOPE OF SERVICES/REQUIREMENTS:** Brevard Private 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.

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

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

Brevard Private 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, 2019, upon execution by the County and Brevard Private Academy, and will expire on September 30, 2020 or if/when all funds are depleted by Brevard Private Academy between these dates.
4. **REPORT AND INVOICE BY SCHOOLS:** Brevard Private 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 Brevard County Public Safety, Attn: Isabel Kennedy, 1040 S. Florida Ave., Rockledge, FL 32955 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 Private 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 Brevard Private Academy. Allocated funds not used within the agreed upon dates will be forfeited by Brevard Private Academy and remain in the Dori Slosberg Driver Education Safety Act fund.
7. **RECORDS:** In performance of this Agreement, Brevard Private 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 Brevard Private 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 Brevard Private 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 Brevard Private 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 Brevard Private Academy or any of its agents or employees are agents, employees, or representatives of Brevard County.
9. **COMPLIANCE WITH LAWS:** It shall be Brevard Private 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 Brevard Private Academy's responsibility to remain in compliance. In accordance with the requirements of title III of the Americans with Disabilities Act of 1990 (ADA), Brevard Private Academy will not discriminate against qualified individuals with disabilities on the basis of disability in the provision of its driver education safety program and will provide all reasonable modifications and accommodations for persons with disabilities that participate in the driver education program. In addition, it is understood that the public funding provided herein may result in a determination that the driver education program is either directly or indirectly also subject to title II of the ADA and that Brevard Private Academy agrees to ensure compliance with all applicable ADA requirements.
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 the County's rights to sovereign immunity under section 768.28, Florida Statutes, or any of the limitations/caps on payment of claims/judgments set forth in sec. 768.28(5). Nor shall any of the terms or conditions set forth herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.
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.

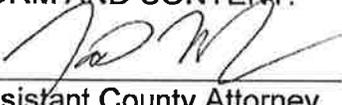
13. **NOTICE:** Any and all notices required under this agreement shall be via e-mail or in writing and sent to the following addresses, by U.S. Postal Service to Brevard County Public Safety, 1040 S. Florida Avenue, Rockledge, FL 32955 and Brevard Private Academy, 508 S. Plumosa Street, Merritt Island, FL 32952.

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

BREVARD COUNTY, FLORIDA

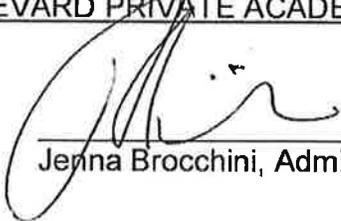
By: _____
Matthew Wallace, Brevard County Public Safety
As approved by the Board on August 20, 2019 ____

REVIEWED FOR LEGAL
FORM AND CONTENT:



Assistant County Attorney

BREVARD PRIVATE ACADEMY

By: 

Jenna Brocchini, Administrator

Date: 5/2/2019

Mailing Address: 508 S. Plumosa Street, Merritt Island, FL 32952

Area Code/Telephone Number: 321-459-3466

Attachment "A"

APPROVED BUDGET

Brevard Private Academy

Description	Units	Cost Per Unit	Subtotals
Florida Safety Council Behind-the-Wheel Driver Education	10 Students	\$360	\$3,600.00
		Total:	\$3,600.00

Attachment "B"

**QUARTERLY PROGRESS REPORT
DORI SLOSBERG DRIVER EDUCATION SAFETY ACT FUNDS**

School Name: BREVARD PRIVATE ACADEMY

Reporting period (check one): 12/2019, 03/2020, 06/2020, 09/2020
(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.		\$			

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 PUBLIC SAFETY
DRIVER EDUCATION SAFETY TRUST FUND
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 The School Board of Brevard County, Florida (also known as Brevard Public Schools), business address of 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

WITNESSETH:

- I. **WHEREAS**, the 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 Section 318.1215, Florida Statutes, Dori Slosberg Driver Education Safety Act, and Section 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 \$202,986.00 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 \$202,986.00 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 thirty (30) percent of a student's time in the program will be behind-the-wheel training as required by Section 318.1215, Florida Statutes. 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, 2019, upon execution by the County and Brevard Public Schools, and will expire on September 30, 2020 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 thirty (30) days from the last day of the quarter to Brevard County Public Safety, Attn: Isabel Kennedy, Brevard County Public Safety, 1040 S. Florida Avenue, Rockledge, FL 32955 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. **PUBLIC 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 Section 318.1215, Florida Statutes (known as the Dori Slosberg Driver Education Safety Act) change, it is Brevard Public Schools' responsibility to remain in compliance. In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 (ADA), Brevard Public Schools will not discriminate against qualified individuals with disabilities on the basis of disability in the provision of its driver education safety program and will provide all reasonable modifications and accommodations for persons with disabilities that participate in the driver education program. In addition, it is understood that the public funding provided herein may be used to pay for vendors that provide driver education services and who are subject to title III of the ADA. Brevard Public Schools will ensure that any vendor paid for by this public funding agrees to ensure compliance with all applicable ADA requirements.
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 any of the limitations/caps on payment of claims/judgments set forth in Section 768.28(5) Florida Statutes. Nor shall any of the terms or conditions set forth herein be construed as consent by the County or Brevard Public Schools to be sued by third parties in any matter arising out of this Agreement.
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 Agreement 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 Brevard

County Public Safety, 1040 S. Florida Avenue, Rockledge, FL 32955 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

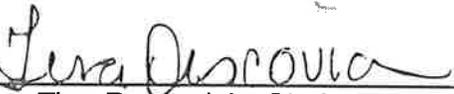
By: _____
Matthew Wallace, Brevard County Public Safety
As approved by the Board on August 20, 2019

REVIEWED FOR LEGAL
FORM AND CONTENT:



Assistant County Attorney

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: 

Tina Descovich, Chairperson

By:  

Dr. Mark Mullins, Superintendent

Date: 6-25-19

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

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

**Attachment "A"
APPROVED BUDGET**

The School Board of Brevard County, Florida

Description	Units	Cost Per Unit	Subtotals
Student Scholarships	400	120.00	\$48,000.00
2 - 4 Vehicles - Sedans only - NO Trucks	Two to Four		\$50,000.00
Teacher Professional Development: In-State Training or On-Site Training by a visiting trainer(s). Expenses are limited to registration fees, mileage (no air travel), hotel at the State rate, and per diem expenses.	Nine (9) Teachers	778.00	\$7,002.00
Teaching Materials such as textbooks, student workbooks, cones, street signs, dry-erase supplies, printer ink, and Drunkbuster supplies. NO electronics			\$7,000.00
American Driver Traffic Safety Education Association (ADTSEA) Membership Fee	15 Teachers	50.00	\$750.00
Maintenance, fuel, and repair expenses for 47 vehicles, two golf carts, and four Drunkbuster carts			\$4,000.00
		Sub Total	\$116,752.00

Brevard County Sheriff's Office

Description	Units	Cost Per Unit	Subtotals
Teen Driving Challenge Instruction Classes (Instructor Overtime Cost)	35	1,700.00	59,500.00
Drive Simulation Trailer Events (Instructor Overtime Cost)	15	750.00	11,250.00
Additional Drive Simulation Trailer Events to be held at High Schools in Brevard County (Instructor Overtime Cost)	15	750.00	11,250.00
Drive Simulator Trailer Seats	6	39.00	234.00
Teen Driving Brochures and Multi-media Marketing			1,000.00
FSA Teen Driver Challenge Symposium/Train-the-Trainer	5	600.00	3,000.00
		Sub Total	\$86,234.00

Total	\$202,986.00
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Attachment "B"
QUARTERLY PROGRESS REPORT
DRIVER EDUCATION SAFETY TRUST FUND

School Name: THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Reporting period (check one): 12/2019, 03/2020, 06/2020, 09/2020
(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: _____

