SSA #14-624-CO - Board of County Commissioners of Brevard County - Teen Driver Challenge Program

NON-COMPETITIVE SALES AND SERVICE AGREEMENT:

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>AMOUNT AWARDED</th>
<th>REQUIRED PRODUCTS/SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Board of County Commissioners of Brevard County, Florida</td>
<td>$75,000.00</td>
<td>Brevard Sheriff’s Office Teen Driver Challenge Program FY 2014-2015.</td>
</tr>
<tr>
<td></td>
<td>$34,300.00</td>
<td>Unexpended funds from previous years.</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$109,300.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

DISCUSSION:

The Board of County Commissioners of Brevard County, Florida, has collected $75,000.00, which has been deposited into the Driver Education Safety Trust Fund. The funds shall be used to financially assist driver education safety programs in public and non-public non-elementary schools in the County. In the attached agreement, The Board of County Commissioners of Brevard County, Florida, agrees to disburse $75,000.00 to the School Board of Brevard County specifically for the District’s students to participate in the Brevard Sheriff’s Office Teen Driver Challenge. In addition, staff is requesting approval to utilize the remaining $34,300.00 of unexpended funds in the Teen Driver Challenge program.

CONTRACT TERM:

The initial contract term shall commence on June 27, 2014 and continue until all funds are depleted by the School Board of Brevard County.

RECOMMENDATION:

It is the recommendation of Cyndi Van Meter, Associate Superintendent of Curriculum & Instruction, Barbara Rodrigues, Director of Middle School Programs and staff, to approve the attached agreement with The Board of County Commissioners of Brevard County, Florida, in the amount of $109,300.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (6), (11) (a), and (b)

ACTION BY BOARD:

___ Approved Recommendation(s) Above & Awarded  
___ Other ________________________________  
Meeting Date: June 26, 2014

Cheryl L Olson, C.P.M., CPPO, FCCN  
Director of Purchasing and Warehouse Services
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, (hereinafter referred to as "The School"), 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, the School has identified a need for the funds collected; and

IV. WHEREAS, a selection committee has determined that $75,000.00 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 $75,000.00 to the School specifically for the Brevard Sheriff's Office Teen Driver Challenge 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: Shaunna Heffernan, 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:** 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

By: ___________________________
   Mary Bolin Lewis, Chairman
   As approved by the Board on 05/27/2014

By: ___________________________
   Becky Behl-Hill
   Assistant County Attorney

By: ___________________________
   Signature
   Date:

Brevard Public Schools
School Name

Karen Henderson, Chairman
Name & Title ( Typed or Printed)

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

321-633-1000
Area Code/Telephone Number

ATTEST:

By: ___________________________
   Scott Ellis, Clerk

STATES OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing is a true and current copy of

witness my hand
and official seal this 29 day of
May 2014

SCOTT ELLIS, Clerk of Circuit Court

BY ___________________________ D.C.

By: ___________________________
   Brian T. Binggeli, Ed.D.
   Superintendent
### Attachment “A”
### APPROVED BUDGET

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCSO Teen Driver Challenge Classes</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>BCSO Teen Driver Challenge Operating Expenses</td>
<td>$5,000.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$75,000.00</strong></td>
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Brevard County Schools Driver Education requests to be financed using unspent funds from previous years:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance of Vehicles</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Teacher Supplements</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Staff Development/Training/Attendance at Slosberg conference</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>ADTSEA Membership</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$34,300.00</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT "B"
QUARTERLY PROGRESS REPORT
DRIVER EDUCATION FUNDING

School Name: ____________________________

Reporting period (check one): □ 09/2014, □ 12/2014, □ 03/2015, □ 06/2015
(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.)

<table>
<thead>
<tr>
<th>Invoice Number</th>
<th>Amount</th>
<th>Vendor Name</th>
<th>Description</th>
<th>Purpose(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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<tr>
<td>5</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total amount of funds expended to-date: ____________________________

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

Please attach roster of students

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: ____________________________
Quarterly Progress Report Instructions

The funding received is to be used for the 2014-2015 school year.

The Quarterly Progress Report can be PRINTED and written on by hand, or TYPED into using Microsoft Word.

A Quarterly Progress Report MUST be submitted each quarter, **whether or not funds have been expended during that quarter.**

A report must be submitted as soon as possible, after the last day of each of the following months:

09/2014    03/2015
12/2014    06/2015

PLEASE fill in every line of the report, including school name, name of person submitting the report, their phone number, etc.

Be sure to SIGN the completed report.

The “**Total amount of funds expended this quarter:**” line should indicate the TOTAL of all funds **expended during the reporting quarter** (this total should include all expenses listed on the report).

The “**Total amount of funds expended to-date:**” line should indicate the TOTAL of all funds **expended to-date** (this total should include the totals from all previous quarterly reports for this school year, as well as the total from the current report).

Please list every expenditure during the reporting period (attach additional sheet/s as needed) and provide backup documentation (receipts, invoices, etc) for each expenditure.

Please provide a summary of the school’s progress during that quarter.

Please attach a roster, listing the names of the students served in your Driver’s Education program.