

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – AUGUST 9, 2022**

DEPARTMENT/SCHOOL INITIATED AGREEMENT 22-978-A-MM Dori Slosberg Driver Education Act Fund

<input type="checkbox"/> (BW) Bids Waived <input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Secondary Leading & Learning
 Legal Review Required: Yes No
Standard Template Used with No Changes: Yes No
Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
The Board of County Commissioners of Brevard County, Florida	\$139,244.00	Driver's Education Programs
Total	\$139,244.00	

<input type="checkbox"/> Contract Renewal	New Contract Amount	\$139,244.00
<input checked="" type="checkbox"/> Recurring Contract	Previous Contract Amount	\$163,990.00
<input type="checkbox"/> New Contract	Variance	(\$24,746.00)

PRICE INCREASE / DECREASE EXPLANATION:

The Dori Slosberg Driver Education Committee, as appointed by the Board of County Commissioners of Brevard County, FL, has allocated funding as requested by the Office of Secondary Leading & Learning to meet the programming needs for Driver Education.

DISCUSSION:

As per F.5 318.1215, The Dori Slosberg Driver Education Safety Act, the Board of County Commissioners requires that the clerk of court collect an additional \$5.00 with each civil traffic penalty, which shall be used to fund driver education programs in schools. The Board of County Commissioners of Brevard County, Florida, agrees to disburse \$139,244.00 to The School Board of Brevard County, Florida and \$70,638.00 to the Brevard County Sheriff's Office specifically for the District's students to participate in Driver's Education Programs.

A vendor-provided agreement has been used and approved by Legal Services on July 1, 2022.

CONTRACT TERM:

The initial contract term shall commence October 1, 2022 and continue until September 30, 2023.

RECOMMENDATION:

It is the recommendation of Dr. Stephanie Soliven, Assistant Superintendent of Secondary Leading & Learning and Mollie Vega, Director of Secondary Leading & Learning to approve the attached agreement with The Board of County Commissioners of Brevard County, Florida in the amount of \$139,244.00.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012

**BREVARD COUNTY PUBLIC SAFETY
DORI SLOSBERG DRIVER EDUCATION SAFETY ACT 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, a political subdivision of the State of 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 \$209,882 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 \$209,882 of Dori Slosberg Driver Education Safety funds to Brevard Public Schools and disburse these funds when requested through Quarterly Progress Reports (Attachment "B") and an accompanying Invoice (Attachment "C").
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 each 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, 2022, upon execution by the County and Brevard Public Schools, and will expire on September 30, 2023 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 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. Quarterly 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: Lisa Bradley, Brevard County Public Safety, 1040 S. Florida Avenue, Rockledge, FL 32955 or Lisa.Bradley@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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext.11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

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. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any school who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e) (§ 274A(e) of the Immigration and Nationality Act, "INA"). The County shall consider a school's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement. The school shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the school during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
11. **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. Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

12. **VENUES, WAIVER OF JURY 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.
13. **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.
14. **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 if by mail:

Brevard County Public Safety
1040 S. Florida Avenue
Rockledge, FL 32955
(Email: Marsha.Barton@brevardfl.gov.)

The School Board fo Brevard County, FL
Attention: Procurement
2700 Judge Fran Jamieson Way
Viera, Florida 32940
(Email: mcconville.meagan@brevardschools.org)

15. **AUTHORITY:** Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein. Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Contract shall not be more strictly or more harshly construed against either Party as the drafter.

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

BREVARD COUNTY, FLORIDA

By: _____ Date: _____

Matthew Wallace, Brevard County Public Safety
As Authorized by the Board through Ordinance 07-37, Section 38-5

REVIEWED FOR LEGAL
FORM AND CONTENT:

By:  _____ Date: 6/20/2022

Assistant County Attorney

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____

Ms. Misty Belford, Chairperson

Mailing Address: 2700 Judge Fran Jamieson Way, Viera, Florida 32940
Area Code/Telephone Number: 321-633-1000 Ext. 11412

Attachment "A"
APPROVED BUDGET

The School Board of Brevard County, Florida

Description	Units	Cost Per Unit	Subtotals
Student Scholarships for Driver Education to include a minimum of 30% Behind-the-Wheel Training	480	\$140.00	\$67,200.00
Teaching Materials such as textbooks, student workbooks, cones, street signs, dry-erase supplies, printer ink, and classroom supplies			\$7,000.00
Maintenance, fuel, and repair expenses	50 vehicles		\$20,000.00
Printing Materials- parent information packets/brochures, registration forms, scholarship forms and certificates of completion. (printed from BPS Shop)			\$400.00
2022 Nissan Leaf S Hatchback Electric Vehicle (Price as per Florida State Contract List)	2 vehicles	\$22,322.00	\$44,644.00
Subtotal			\$139,244.00

Brevard County Sheriff's Office

Description	Units	Cost Per Unit	Subtotals
Teen Driving Challenge Instruction Classes (Instructor Overtime Cost)	24	\$1,710.00	\$41,040.00
Drive Stimulation Trailer Events (Instructor Overtime Cost)	12		\$7,000.00
Teen Driving Brochures	5,000		\$1,000.00
FSA Executive Leadership Conference and Train the Trainer Symposium (registration, per diem, and lodging)	5	\$790.00	\$3,950.00
Generator to power Teen Driver Challenge Simulator EM6500SX 6,500 watts Honda Generator			\$3,499.00
John Deere – XUV835 E Crossover Utility Vehicle (add roof, wrap/decals)			\$12,988.00
Crossover Logo/Decals			\$150.00
Ryobi One + Portable Air Pump			\$139.00
Ryobi One + Batteries			\$198.00
Ryobi One + Battery Charger			\$99.00
Air Hose			\$25.00
Tire Inflation Air Gun			\$21.00
Tire Pressure Gauge	4		\$104.00
Five-Gallon Gas Can (for Simulator Generator/TDC Mule)			\$30.00
Marine-Grade Plywood to resurface flooring in Teen Driver Trailer			\$360.00
TDC Drive Pad Cone Marking Paint (HC Blue)			\$35.00
Subtotal			\$70,638.00

Total amount allocated to Brevard Public Schools:	\$209,882.00
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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): 12/2022, 03/2023, 06/2023, 09/2023
(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: _____

Attachment "C"

INVOICE
FOR REIMBURSEMENT
DRIVER EDUCATION SAFETY TRUST FUND

Date (Current date):	Reporting Quarter: (Month/Year – Month/Year)
School: The School Board Brevard County, Florida of	

Amount of reimbursement requested this quarter: \$ _____

AUTHORIZATION

School Contact Person: _____ (Print Name) _____ (Signature)	_____ Contact's Telephone Number _____ Contact's Email Address
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