Leon County Expanded Driver's Education Agreement with Leon County School Board.

This Agreement dated this ____ day of _____, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LEON COUNTY SCHOOL BOARD, hereinafter referred to as the "Contractor."

WHEREAS, the Board has identified the need to further the provision of driver's education for Leon County citizens; and

WHEREAS, the Board adopted Ordinance #2002-20 on September 24, 2002, providing for an additional $3.00 civil traffic penalty to fund traffic education programs in public and non public schools; and

WHEREAS, the Board convened a special Committee on Driver's Education and Safety to further analyze the issue of driver's education in Leon County and to determine how to expend these additional civil penalty funds for driver's education; and

WHEREAS, the Committee reported their findings and recommendations to the Board, including a recommendation for funding to the Leon County School Board, as set forth in this document; and

WHEREAS, the Board has created the "Greg Burris Memorial Program for Expanded Driver's Education" and seeks to implement this program immediately to reduce the occurrence of accidents and casualties due to automobile accidents in Leon County;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Clients To Be Served

The Contractor hereby agrees to serve the following residents of Leon County under the following restrictions:

1. Eligibility for services under this Agreement shall be limited to those residents of Leon County. Proof of residency shall be established by the Contractor and documentation of this residency shall be maintained by the Contractor. These services shall be available to all public and non-public students within Leon County.

Section 2: Services to be offered per this contract by Contractor:

1. The Contractor shall purchase up to 5 new or slightly used vehicles for use at up to five area high schools (including Chiles, Godby, Leon, Lincoln and Rickards High Schools) in order to increase and improve behind the wheel instruction of students by 50% above pre-contract levels. Should there be funds remaining after such vehicle purchases, the Contractor shall use all remaining funds to purchase new classroom driver's education materials such as textbooks, and other modern instructional materials.

Section 3: Reports:

1. The Contractor shall submit one invoice (Exhibit A) to the County within one month of the execution of this Agreement. Such invoice shall be sent to the following address to the attention of the "Expanded Driver's Education Program Administrator:"

   Department of Public Services
   Leon County Courthouse
   301 South Monroe Street, Suite 501
   Tallahassee, FL 32301

2. The Contractor shall submit a comprehensive final (annual) report to the Board of County Commissioners that provides a detailed summary of all expenditures made and clients served utilizing the funds from this Agreement. This annual report shall also comprehensively detail the outcomes experienced from this program and the volume and types of service performed in the reporting year. The report shall also compare the current period against measures from previous years, as appropriate. This report shall be due to the Expanded Driver's Education Program Administrator within 15 calendar days of the last day of the Agreement term.

Section 4: Audits, Records, and Records Retention:

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.

2. To retain all client records, financial records, time sheets, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Section 5: Monitoring:

The Contractor agrees:

1. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

2. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the provider being deemed in breach or default of this contract; (b) the witholding of payments to the Contractor by the County; and (c) the termination of this contract for cause.

Section 6: Payment:

1. Payment shall be made by the County upon receipt of valid invoice by Contractor at rate equal to the following:

   Total Contract Amount: **$48,000**

2. The payment shall be made by the County within 30 days of receipt and approval by the County of the invoice (Exhibit A). The invoice shall be completed and submitted by the Contractor to the County.

Section 7: Time:

This Agreement shall be for a term of five months commencing on May 1, 2003 and terminating on September 30, 2003.

Section 8: Indemnification:

The Contractor agrees to indemnify, protect and hold harmless the County, its officials, officers and employees from all claims, damages, actions, liabilities, or suits of any nature whatsoever arising out of this Agreement by Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor and other good and valuable consideration is sufficient consideration for the Contractor's indemnification of the County.

Section 9: Termination:

1. The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give the Contractor such thirty (30) day written notice if, in the sole opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

2. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the Contractor or due to the discovery of noncompliance with any item detailed within the sections of this Agreement.

Section 10: Revisions:

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby, it is necessary for the Contractor to deviate from the requirements of the Agreement, Contractor shall obtain the prior written consent of the County. The parties agree to renegotiate this Agreement if revision of any applicable laws or regulations make changes in this Agreement necessary.

Section 11: Construction:

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

Section 12: Budget:

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for herein.

Section 13: Status:

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 14: Assignments:

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

Section 15: Public Entity Crimes Statement:

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

Section 16: Contractor's Responsibility:

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the Contractor's obligations under this agreement.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

CONTRACTOR
LEON COUNTY PUBLIC SCHOOLS

WITNESS:_____ BY: _____

WITNESS:_____ DATE: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003,

by_____, of _____
(Name of officer or agent, title of officer or agent) (Name of Corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/She is personally known to me or has produced _____as
(Type of identification)

_____
Signature of Notary

_____
Print, type or stamp name of Notary

_____
Title or Bank

_____
Serial Number, if any

LEON COUNTY, FLORIDA

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF COURT
LEON COUNTY, FLORIDA

By:_____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

INVOICE for Fiscal Year 2002-03
LEON COUNTY-GREG BURRIS MEMORIAL PROGRAM FOR EXPANDED DRIVER'S EDUCATION

Under the terms of contract #_____, this is a request for payment for services rendered by The Leon County School Board for the Fiscal Year 2002-03.

Reimbursement Request:

For purchase of up to five additional driving range vehicles for expansion of behind the wheel instruction at Chiles, Godby, Leon, Lincoln and Rickards High Schools. Should funds be remaining after vehicle purchase, for purchase of new drivers education textbooks and other instructional materials.

Total Amount Billed: $_____

Reimbursement Summary:

Total Contract Amount	$ 48,000.00
Less Prior Reimbursements	$(_____)
Less Billing this Period	$(_____)
Contract Amount Remaining	$_____

Provider Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____