Leon County Expanded Driver's Education Agreement with Partners for Highway Safety Foundation, Inc.

This Agreement dated this 25th day of Nov, 2003, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and PARTNERS FOR HIGHWAY SAFETY, INC., 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 recommended funding to the Partners for Highway Safety Foundation, Inc., 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 through completion of attached Residency Statement, to be completed and signed by the client and verified by the Contractor. The Contractor shall also confirm residency and eligibility by viewing valid driver's license or other documentation establishing residency (Attachment #1).

Section 2: Services to be offered by Contractor:

1. The Contractor shall provide a $100 discount to eligible Leon County residents on all driver's education programs offered by the Contractor including, but not limited to, the Collision Avoidance Training, and Novice Driver Training Programs. The Contractor shall reduce the cost of the PHS Novice Driver Training Program from $295 to $195 for Leon County residents. The Contractor shall reduce the cost of the PHS Collision Avoidance Training Program from $195 to $95 for Leon County residents. The Contractor shall reduce additional driver's education programs to eligible Leon County residents in a like fashion.

2. The Contractor shall utilize $15,000 of the total contractual amount to purchase, in whole or in part, the following equipment: Television, VCR, LCD Projector and Screen and a vehicle for use on the driving range during the PHS Collision Avoidance Training Program.

Section 3: Reports:

1. The Contractor shall submit a monthly invoice (Exhibit A) to the County on or before the 15th day of the month following the billing month. The invoice shall include the number of clients served in that month, the amount for which the Contractor is seeking reimbursement. 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 the required attachments to the monthly invoice (please see Exhibit A). For the purposes of this Agreement these attachments shall include the individual copies of each of the Residency Forms for those clients served for which the Contractor is seeking reimbursement from the County. Each of these attachments shall at a minimum contain the following information:
   A) The client's name and signature.
   B) The client's address (as confirmed by Contractor).
   C) The program for which the client received discount and duration of the client's participation in that program.
   D) The discount amount offered to each client (should equal $100 per client).

3. 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 will also comprehensively detail the outcomes experienced from this program and the volume and types of service performed in the reporting year. The report will 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. A. One Payment shall be made by the County upon receipt of a formal letter of request by Contractor for a total of $15,000 for the purchase of, in whole or in part, the following equipment: Television, VCR, LCD Projector and Screen and a vehicle for use on the driving range during the PHS Collision Avoidance Training Program.

B. Payment shall be made by the County upon receipt of valid monthly invoice by Contractor at rate equal to the amount discounted to each qualifying client, which shall be at a level of $100 per client. Reimbursements shall be made for up to the 368th qualifying Leon County resident/client served by the Contractor at a rate of $100 per client, until and if the full contract amount (below) is reached during the contract period.

Total Contract Amount: **$51,800**

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

3. No payment (as identified in paragraph 1 above) shall be made if the required monthly reports with attachments, as delineated in Section 3 of this contract, are not attached to the monthly invoice appropriately.

Section 7: Time:

This Agreement shall be for a term of twelve months commencing on October 1, 2003 and terminating on September 30, 2004.

Section 8: Indemnification:

The Contractor agrees to indemnify, protect and hold harmless the County, its officials, officers and employees from any and all claims, damages, actions, liabilities, or suits of any nature whatsoever arising out of or in any way related to the provisions 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 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 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
PARTNER FOR HIGHWAY SAFETY, INC.

WITNESS: _____ BY: _____

WITNESS: _____ DATE: 11/19/03

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 19 day of November, 2003,

by Paul Burris, of Partners for Highway Safety
(Name of officer or agent, title of officer or agent) (Name of Corporation acknowledging)

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

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

_____
Signature of ~~Notary~~ Deputy Clerk

Dana Corbin
Print, type or stamp name of ~~Notary~~ Deputy Clerk

_____
Title or Bank

_____
Serial Number, if any

LEON COUNTY, FLORIDA

BY: Jane G. Sauls, Vice Chairman
Tony Grippa, Chairman
Board of County Commissioners

DATE: 11/24/03

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

MONTHLY INVOICE for _____, 2003-04
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 Partners For Highway Safety, Inc. for the month of _____, 2003-04.

Reimbursement Request:

Number of Clients Served*: _____

$100 reimbursement for each client served $_____

Total Amount Billed: $_____

Reimbursement Summary:

Total Contract Amount	$ 51,800.00
Less Direct Funding Amount (billed for seperately)	$ (15,000.00)
Less Prior Reimbursements	$ (_____)
Less Billing this Period	$ (_____)
Contract Amount Remaining	$ _____

Provider Representative _____ Date _____

Approved for payment by: Contract Manager _____ Date _____

Attachment Request:

In order to process this invoice, the Contractor must attach the following information for the current monthly reporting period:

1) One completed Residency Form (sample submission is Attachment 1 to this agreement) for each client served during the current monthly billing period. Each form is to include the following information:

A) The client's name and signature.

B) The client's address (to be confirmed as current and valid by contractor).

C) The program for which the client received the County offered discount and the expected duration of the client's participation in that program.

D) The discount amount offered to each client (this should equal $100 per client).

RESIDENCY VERIFICATION STATEMENT

LEON COUNTY-GREG BURRIS MEMORIAL PROGRAM FOR EXPANDED DRIVER'S EDUCATION

Under the terms of contract #_____, this form is to verify that the following client is a resident of Leon County, Florida and is therefore qualified to participate in the Greg Burris Memorial Program for Expanded Driver's Education and to receive a $100 discount from the following Partners for Highway Safety Program_____ to be reimbursed during the billing month of _____, for Fiscal Year 2003-2004.

CLIENT NAME: _____

CLIENT ADDRESS: _____
_____
_____
(To be verified by contractor)

EXPECTED DURATION OF CLIENT'S PARTICIPATION

_____

DISCOUNT OFFERED TO CLIENT (Should be $100) $_____

CLIENT (Or Parent/Guardian) SIGNATURE: _____

PROVIDER SIGNATURE: _____
(Signed by contractor representative who verifies the client's current Leon County address)