Memorandum

MIAMI-DADE COUNTY

Date: April 6, 2010

Agenda Item No. 9(A)(6)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Interlocal Agreement between The Miami-Dade County School Board and Miami-Dade County for the Provision of Drivers' Education

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Recommendation

It is recommended that the Board approve the attached Interlocal Agreement with the Miami-Dade County School Board for the provision of Drivers' Education in the approximate amount of $1.3 million. This amount represents total collections for the Driver's Education Safety Trust Fund (the "Trust Fund") for the period of October 1, 2007 to September 30, 2008, and provides for payment in arrears for services rendered during this period.

Scope

The impact of this item is countywide in nature as Driver's Education programs are provided in public schools throughout the County.

Fiscal Impact/Funding Source

There is no fiscal impact for the County. Pursuant to the Dori Slosberg Driver Education Safety Act, 318.1215, Florida Statutes, effective October 1, 2002, the Board approved Ordinance No. 02-167 on September 24, 2002, creating the Driver's Education Safety Trust Fund. The Ordinance also required the Clerk of the Court to collect an additional $3.00 with each civil traffic penalty to be used to fund traffic education programs, and directed the County Manager to develop selection procedures for adoption by the Board for the award of grants to Driver Education Programs. Pursuant to resolutions R-618-03 and R-864-04, the Board approved selection procedures, including criteria, for the distribution of grants from the Trust Fund.

Track Record/Monitor

The Miami-Dade County School Board has received funding from the Trust Fund on an annual basis since FY 2003-2004. The Office of Grants Coordination (OGC) will be responsible for monitoring this Interlocal Agreement.

Background

The selection procedures for the Trust Fund require the County to advertise the availability of Driver's Education Safety Trust Fund grants and request letters of interest from qualified organizations. The adopted criteria require that: grant funds support driver's education programs offered by a public school system or nonprofit private school; private driving schools established principally for the purpose of driver education are not eligible; the curriculum must include behind the wheel experience; driver's education must be offered to private as well as public school students; the grantee must agree to provide appropriate accountability and reporting procedures;

and funds may not be used for administrative/overhead expenses. The adopted procedures further require that if only one letter of interest from a qualified organization is received, then the Manager, or his designee, will negotiate an agreement and submit it to the Board for approval. Since the inception of the Driver's Education Safety Trust Fund, the Miami-Dade County School Board has been the only eligible organization to express interest in receiving support from the Trust Fund.

Jennifer Glazer-Moon, Special Assistant/Director
Office of Strategic Business Management

Cmo00710

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 6, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(6)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(6)
4-6-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR THE PROVISION OF DRIVER'S EDUCATION; AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves an interlocal agreement for Driver's Education, for $1,272,137 from the Driver's Education Safety Trust Fund, between the Miami-Dade County School Board and Miami-Dade County; authorizes the County Mayor or the Mayor's designee to execute the same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of April, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset

AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE MIAMI-DADE COUNTY SCHOOL BOARD
FOR THE PROVISION OF DRIVER'S EDUCATION

This is an interlocal agreement between Miami-Dade County, a political subdivision of the State of Florida (the "County") and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (the "School Board"), entered into this _____ day of _____ (the "Agreement").

WHEREAS, Section 318.1215, Florida Statutes, effective at the time Ordinance No. 02-167 was adopted, known as the "Dori Slosberg Driver Education Safety Act" authorized the County to enact an ordinance requiring the clerk of the court to collect an additional $3.00 with each civil traffic penalty to be used to fund traffic education programs in public and non-public schools; (the "Funds"); and

WHEREAS, pursuant to Ordinance No. 02-167, the Board of County Commissioners (the "Board") established the Driver's Education Safety Trust Fund and directed the County Manager to develop selection procedures for adoption by the Board for the award of grants to Driver Education Programs; and

WHEREAS, pursuant to Resolution R-618-03 and R-864-04, the Board approved selection procedures for the distribution of funds to driver education programs from the Driver's Education Safety Trust Fund; and

WHEREAS, the County has allocated funds from the Driver's Education Safety Trust Fund to the School Board for the provision of Driver's Education,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. USE OF FUNDS. The School Board represents that it has provided driver's education services in accordance with the Dori Slosberg Driver Education Safety Act (the "Act"), Section 318.1215, Florida Statutes, Ordinance No. 02-167, Resolution R-618-03, Resolution R-858-03, and Resolution R-864-04 which are incorporated herein by reference. Copies of the Act, Ordinance and Resolutions are attached hereto as Exhibits A through E, respectively, and incorporated herein by this reference as if fully set forth herein.

Driver's Education provided under this Agreement must include behind the wheel experience. "Driver education services" shall include, but not be limited to, the items listed in Schedule A, attached hereto and incorporated herein by this reference as if fully set forth herein, as amended from time to time by written modification of this Agreement.

Funding under this Agreement shall be used to pay the School Board for Driver's Education Services rendered and support approved expenditures for the period October 1, 2007 to September 30, 2008.

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II. PROHIBITED USE OF FUNDS. Funding under this Agreement must not be used for administrative or overhead expenses.

III. EFFECTIVE TERM. The effective term shall be a one-year period from the date of execution of this Agreement.

IV. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this Agreement, shall not exceed $1,272,137, which is the total amount collected for the Driver's Education Safety Trust Fund for the period of October 1, 2007 to September 30, 2008.

V. PAYMENT PROCEDURES. Upon execution of this Agreement, the School Board shall submit to the County for its review and approval a budget and corresponding documentation supporting allowable expenses under this Agreement. After the County's review and approval of said supporting documentation, the County shall pay the School Board in one lump sum the amount due to the School Board. If at any time, the County determines that the School Board has been paid funds not in accordance with the Agreement, and to which it is not entitled, the School Board shall return such funds to the County or submit appropriate documentation within ten (10) days from the date that the County has provided the School Board with written notice. The County, in its sole discretion, shall determine if the School Board is entitled to the Funds. In the event of a disagreement between the parties, the parties agree to meet and confer in good faith to reach a resolution of the disagreement. For the term of this Agreement only, the County's decision on this matter shall be binding.

VI. FINAL REPORT. After payment is made and the required budget and supporting documentation are approved by the County, the School Board agrees to furnish a final report to the County outlining program accomplishments and outcomes.

VII. INDEMNIFICATION.

A. To the extent permitted by law, and as limited by Section 768.28, Florida Statutes, the School Board shall defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the School Board, its employees, officers and agents. The County shall promptly notify the School Board of each claim, cooperate with the School Board in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the School Board's participation.

B. To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the County shall defend, indemnify and hold harmless the School Board and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the School Board or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The School Board shall promptly notify the County of each claim, cooperate with the

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County in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the County's participation.

C. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

VIII. NOTICES. All notices required hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, hand delivered, or by overnight delivery to the following:

School Board: Superintendent of Schools
Room 912
1450 N.E. Second Avenue
Miami, Florida 33132

County: Director, Office of Grants Coordination
Stephen P. Clark Center
111 NW First Street
19th Floor
Miami, Florida 33128

IX. TERMINATION. Termination shall be at the will of either party, provided that the written notice of termination is delivered ninety (90) days before the effective date of the Agreement termination.

X. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Accounting Records. The School Board shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the School Board for not less than three (3) years beyond the term of this Agreement.

B. Audit. The County reserves the right to require the School Board to submit to an audit by an auditor of the County's choosing. The School Board shall provide access to all of its non-confidential records which relate to this Agreement at its place of business during regular business hours. The School Board agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

C. Office of Miami-Dade County Inspector General. The School Board understands that it may be subject to an audit, random or otherwise, by the Office of Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General.

D. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the School Board is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the

County deems it appropriate to do so. Upon written notice from the County, the School Board shall make available to the IPSIG retained by the County, all requested non-confidential client records and documentation pertaining to this Agreement for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the School Board's budget for the performance of this Agreement, and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the School Board, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the School Board in connection with this Agreement.

E. Governing Law & Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

School Board of Miami-Dade County, Florida

Approved as to form and legal sufficiency:

Attorney for School Board 1/15/10

(Signature of Authorized Representative)

Dr. Helen S. Blanch
Designee

Date 1/22/10

Miami-Dade County,
a political subdivision of the State of Florida

Approved for legal form and sufficiency:

By: _____
Assistant County Attorney

By its Board of County Commissioners:

_____
(Signature of Authorized Representative)

_____
Date

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

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_____
DEPUTY CLERK

Schedule "A"

DRIVER'S EDUCATION SERVICES COMPENSABLE UNDER THE DRIVER'S EDUCATION SAFETY TRUST FUND

Driver Education Teachers' compensation, including salaries, supplements, and all fringe benefits for full-time, part-time and temporary instructors.

Automobiles used in driver's safety classes

Gasoline

Insurance

Automobile maintenance expenses

Automobile repairs services and parts

Supplies and materials, including audio-visual materials

Tires

Furniture, fixtures and equipment

Computer hardware and software related to driver's safety education

Field trips related to driver's safety education

Miscellaneous expenses related to driver's safety education

Driving Simulators