

CONTRACT
SCHOOL DISTRICT OF LEE COUNTY
DRIVERS EDUCATION PROGRAM
ORDINANCE #02-28
DORI SLOSBERG DRIVER SAFETY EDUCATION ACT

This CONTRACT is made and entered into this 23rd day of April, 2019, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and The School Board of Lee County Florida, hereinafter referred to as the "SCHOOL BOARD".

The SCHOOL BOARD Agrees:

1. To offer a Summer School drivers education program at fourteen (14) of its high schools.
2. To provide fourteen (14) instructors that will offer drivers education to an estimated 336 students for a four week, seven and a half hour a day program at their fourteen (14) high schools.
3. To begin on June 4, 2019 and end on July 2, 2019.
4. To provide the COUNTY a "final" report of all expenditures using this program funding.

This delivery model will be sufficient for providing the required "in the classroom" instruction as well as the "on the road" instruction for students. The program's objective is to have 100% of the students earn their driver's license.

The COUNTY Agrees:

1. The funds generated by the Dori Slosberg Driver Safety Education Act will allow the SCHOOL BOARD to offer this program.
2. Allow for the release of \$101,447.56 from the funds collected through Lee County Ordinance #02-28.

PROGRAM BUDGET:

The budgetary needs for this program are:

- | | |
|---------------------------------------------------|---------------------------|
| • Salary/benefits for 14 teachers for 153.5 hours | \$94,447.56 |
| • Gas and maintenance for 14 cars for 4 weeks | <u>\$ 7,000.00</u> |

TOTAL BUDGET FOR THIS PROGRAM:	\$101,447.56
--------------------------------	---------------------

The SCHOOL BOARD has the flexibility to move the estimated \$101,447.56 between areas, if needed.

AUDITABLE RECORDS:

The SCHOOL BOARD shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures. These records shall be kept in accordance with generally accepted accounting methods, and the County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily

available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Records Statutes.

Both Parties Agree:

If either party shall fail to perform, or shall breach any provision of this Contract the SCHOOL BOARD or the COUNTY may give no less than 30 days notice to terminate this Contract, or take such actions and pursue such remedies as provided by law.

The funding for this Contract is dependent upon the funds collected pursuant to the Dori Slosberg Driver Safety Education Act, Lee County Ordinance #02-28.

Each party warrants and covenants to the other that the officers executing this Contract have the authority to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:
CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: Missy Flint
DEPUTY CLERK

BY: Brian Hammer
Vice-Chair



DATE: 5/22/19

Approved as to Form for the
Reliance of Lee County Only

By: Gregoria Fraser
Office of the County Attorney

ATTEST:
Gregory K. Adkins
Gregory K. Adkins, Ed.D.
Superintendent

SCHOOL BOARD OF LEE COUNTY
BY: Gwynetta S. Gittens
(Mrs. Gwynetta S. Gittens)

Board Chairman
(Title)

DATE: 4/23/19

APPROVED AS TO FORM:
Mr. Robert Dodig
Mr. Robert Dodig
School Board Attorney

APPROVED
APR 23 2019
SCHOOL BOARD OF
LEE COUNTY

Indemnification:

Each Party hereby agrees to assume liability for the negligent acts of its own officers, employees and agents arising directly, or indirectly, from that Party's activities pursuant to the terms of the Contract and will defend all claims, causes of action, damages, suits or other actions which any person may pursue based on the willful or negligent acts of that Party's officers, employees or agents during the term of the Contract. Neither Party assumes any liability beyond that allowed by §768.28, Florida Statutes.