

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: May 2, 2023

Consent     Regular  
 Ordinance     Public Hearing

Department: Public Safety Department  
Submitted By: Public Safety Department  
Submitted For: Public Safety Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Interlocal Agreement with the School Board of Palm Beach County, Florida (SBPBC) for acceptance of grant funds collected between January 1, 2023 through September 30, 2023 under the Driver Education Safety Trust Fund (DESTF) and spent by the SBPBC through March 31, 2024.

**Summary:** Pursuant to the Dori Slosberg Driver Education Safety Act (Section 318.1215, Florida Statutes), the Palm Beach County Clerk of the Circuit Court and Comptroller shall collect an additional \$5.00 with each civil traffic penalty levied in Palm Beach County to be used for driver education programs. Section 10-9 of the Palm Beach County Code provides for the collection of \$5.00 to fund a DESTF Program, which includes the creation of a DESTF and how these funds will be disbursed to public and non-public schools annually. In order to receive funding from the DESTF, public and non-public schools must apply and receive grant approval each year. This Interlocal Agreement will continue to allow the County to grant disbursements from the DESTF to the SBPBC for their driver education safety program. **Countywide** (MJ)

**Background and Justification:** During the 2002 Legislative session, the Dori Slosberg Driver Education Safety Act was passed to allow local governments to collect \$3.00 (subsequently raised to \$5.00) with each civil traffic penalty for use in driver education programs. On September 10, 2002, the Board of County Commissioners passed Ordinance No. 2002-063 (now codified as Section 10-9, Palm Beach County Code) to implement the Driver Education Safety Trust Fund Program. The ordinance, as amended, additionally provided for annual disbursement to public schools and non-public schools based on the number of students enrolled that are eligible to take driver education. On March 8, 2022, the Board of County Commissioners approved agreements with SBPBC and The Benjamin School to grant disbursements from the DESTF to be used for their driver education safety programs. Annual disbursements fluctuate each year based on the funds collected from the civil traffic penalties. FY2022 disbursement of funds included approximately \$522,701 to the SBPBC and \$7,250 to The Benjamin School. The Benjamin School has not yet submitted an application for FY2023.

**Attachment:**

- 1. Interlocal Agreement with SBPBC

Recommended By:  3/29/23  
Department Director Date  
Approved By:  4/20/23  
Assistant County Administrator Date



**DRIVER EDUCATION SAFETY TRUST FUND GRANT ACCEPTANCE  
INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is made the \_\_\_ day of \_\_\_\_\_, 2023, between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (hereinafter “GRANTEE”) and PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter “COUNTY”), each one constituting a public agency as defined in Part 1 of Chapter 163, Florida Statutes.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part 1 of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately, and

**WHEREAS**, Section 318.1215, Florida Statutes, the Dori Slosberg Driver Education Safety Act (the “Act”), permits the COUNTY to collect an additional \$5 with each civil traffic penalty, which shall be used to fund driver education programs in public and nonpublic schools (“Driver Safety Education Programs”); and

**WHEREAS**, the COUNTY adopted Palm Beach County Ordinance 2002-063 (the “Ordinance”) creating the Driver Education Safety Trust Fund (“Trust Fund”) in accordance with the Act; and

**WHEREAS**, the COUNTY wishes to grant to GRANTEE, and GRANTEE wishes to accept, disbursements from the Trust Fund to be used for Driver Safety Education Programs in accordance with this Agreement, the Ordinance, and the Act.

**NOW, THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**ARTICLE 1 – DRIVER EDUCATION TO BE PROVIDED BY THE GRANTEE**

The GRANTEE agrees, during the term of this Agreement, to use the monies received under this Agreement for the provisions of Driver Safety Education Programs in Palm Beach County Public Schools. The GRANTEE further agrees that:

- a. all the monies received under this Agreement shall be supplemental to GRANTEE’S existing funding of Driver Safety Education Programs and that monies received under this Agreement shall not be used to replace or supplant any other funding source for Driver Safety Education Programs;
- b. all monies received under this Agreement shall be spent on direct education expenses, as defined in Palm Beach County Ordinance 2002-063 and shall not be used to pay for administration costs;
- c. GRANTEE’S Driver Safety Education Programs comply with all terms of this Agreement, the Ordinance, and the Act.

**ARTICLE 2 – PAYMENTS TO GRANTEE**

The COUNTY shall pay to the GRANTEE a portion of all amounts collected under Palm Beach County Ordinance 2002-063 once each fiscal quarter, to be based upon the number of students enrolled in public schools that are eligible to participate in driver education programs as compared to the number of students enrolled in nonpublic schools that are eligible to take driver education. The COUNTY shall determine the GRANTEE’S share of the total eligible student population on an annual basis, and the COUNTY will provide funding to the GRANTEE based on that number. The fiscal quarter shall be defined as the periods between January 1 and March 31 2023, April 1 and June 30 2023, July 1 and September 30 2023.

GRANTEE shall submit an invoice within 45 days following the end of the quarter. Funding shall be disbursed by the 20<sup>th</sup> day of the month following the invoice submitted. Disbursements may also be made to GRANTEE under this Agreement from funds previously collected in prior fiscal years but not yet disbursed and/or spent, provided that said disbursements comply with the terms of this Agreement, the Ordinance, and the Act. GRANTEE shall submit a year-end close-out report by May 31, 2024.

Any money disbursed, but not spent by March 31, 2024 shall be returned to the Trust Fund for disbursement in the following year. The GRANTEE shall maintain records of expenditures of Trust Fund money and the COUNTY shall have a right to audit their books on this subject to ensure compliance with the Ordinance and the Act. The GRANTEE shall maintain separate accounting of revenues and expenditures of funds under this Agreement in accordance with generally accepted accounting practices and procedures. The GRANTEE must maintain sufficient documentation of all expenditures incurred (invoices, canceled checks, payroll detail, etc.) under this Agreement.

**ARTICLE 3 – AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

**ARTICLE 4 – LIABILITY/INSURANCE**

COUNTY and GRANTEE acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida’s partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee’s office or employment. COUNTY and GRANTEE agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party contracts with a third-party for any activities related to this contract, such party shall require contractor to provide commercial general liability or business automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000)

combined single limit for bodily injury or property damage and to endorse both GRANTEE and COUNTY as Additional Insureds. In the event of loss, damage or injury to the third party, the third party shall look solely to any insurance in its favor without making any claim against the GRANTEE. The COUNTY shall require the third party to waive any right of subrogation against the GRANTEE, for loss, damage or injury within the scope of the third party's insurance, and on behalf of itself and its insurer, waives all such claims against the GRANTEE.

The parties agree to maintain or to be self-insured for workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this Article shall not relieve the parties of their liability and obligations under this Agreement.

#### **ARTICLE 5 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the GRANTEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

#### **ARTICLE 6 – EFFECTIVE TERM/TERMINATION**

The term of the Agreement shall be effective on the date of execution of the Agreement by both parties and shall continue in full force until all obligations set forth herein are completed, unless otherwise terminated as provided herein. This Agreement may be terminated by either party upon 30 days written notice by the terminating party to the other party.

**ARTICLE 7 - NOTICES**

The COUNTY's representative/contract monitor during the term of this Agreement is identified as:

Stephanie Sejnoha, Director  
Palm Beach County Public Safety Department  
20 South Military Trail  
West Palm Beach, FL 33415

The GRANTEE's representative/contact monitor during the term of the Agreement is identified as:

Eric Stern  
3300 Forest Hill Blvd  
Suite C-225  
West Palm Beach, FL 33406

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States mail to the COUNTY and GRANTEE representative/contract monitor identified above, respectively, and with a copy to the Palm Beach County Attorney's Office, 301 North Olive Avenue, Sixth Floor, West Palm Beach, FL 33401.

**ARTICLE 8 – ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties provided, however, that this clause pertains only to the parties to this Agreement.

**ARTICLE 9 – COMPLIANCE WITH LAW**

The GRANTEE shall comply with all applicable federal, state and local rules and regulations in providing services under this Agreement. The GRANTEE acknowledges that his requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The GRANTEE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**ARTICLE 10 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the

remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 11 - NO TRANSFER OF POWERS**

Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement relating to grant funding as authorized in Florida Statutes, Chapter 163. The governing bodies for COUNTY and GRANTEE shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

**ARTICLE 12 - FORCE MAJEURE**

In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

**ARTICLE 13 - REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is



intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

**ARTICLE 14 - SUCCESSORS AND ASSIGNS**

COUNTY and GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither COUNTY nor GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

**ARTICLE 15 - WAIVER**

The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

**ARTICLE 16 - INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

COUNTY agrees and understands that the GRANTEE's Office of Inspector General (“**Inspector General**”) shall have access to those certain papers, books, records, and documents specifically germane to this Agreement. COUNTY'S employees, vendors, officers and agents shall furnish the Inspector General

with such information and records within their custody for the purposes of conducting an investigation or audit.

**ARTICLE 17 - NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or the GRANTEE.

**ARTICLE 18 - FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**ARTICLE 19 - AMENDMENT AND MODIFICATION**

This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

**ARTICLE 20. ENTIRETY OF AGREEMENT**

COUNTY and GRANTEE agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and GRANTEE has hereunto set their hand the day and year above written.

**THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FL**

**PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By: *Frank A. Barbieri, Jr.*

By: \_\_\_\_\_

Frank A. Barbieri, Jr. Esq. Chairperson

Gregg K. Weiss, Mayor

ATTEST

ATTEST

By: *Michael J. Burke*  
Michael J. Burke, Superintendent

JOSEPH ABRUZZO, CLERK OF  
THE CIRCUIT COURT AND  
COMPTROLLER, PALM BEACH  
COUNTY

BY: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *Kimberly Hall*

By: *Joseph Abruzzo*  
County Attorney

2/13/2023

APPROVED AS TO TERMS AND  
CONDITIONS:

By: *Dejone*  
Department Director