

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY FLORIDA, AND THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, PERTAINING TO DORI SLOSBERG ACT DRIVERS EDUCATION FUNDS; AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, the School Board of St. Johns County, Florida ("School Board") and St. Johns County, Florida ("County") desire to enter into an Interlocal Agreement formed in reliance upon, and under their respective powers, and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Florida Statutes; and

WHEREAS, Section 318.1215, Fla. Stat., (Dori Slosberg Driver Education Act) provides that a county may require (and St. Johns County has required) that the clerk of the court shall collect an additional three dollars (\$3.00) with each civil traffic penalty, which shall be used to fund driver education programs in public and nonpublic schools, and such funds shall be administered by the County; and

WHEREAS, according to said section as revised in 2005, the funds collected shall be used for enhancement, and not replacement, of driver education program funds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

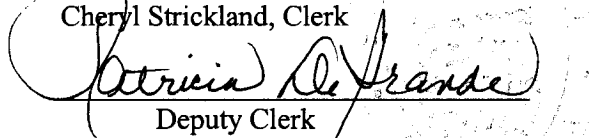
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

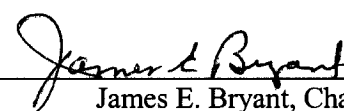
Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of an Agreement between St. Johns County, Florida, and the School Board of St. Johns County, Florida, for administration of funds for driver education programs in public and nonpublic schools, and authorizes the Chairman of the Board of County Commissioners to execute the Agreement, substantially in the form of Exhibit "A" attached, on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 27 day of December, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

ATTEST:
Ceryl Strickland, Clerk


Deputy Clerk

By: 
James E. Bryant, Chairman

Effective Date: 12-27-05

Rendition Date: 1-4-06

FILED

**INTERLOCAL AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**

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CHERYL STRICKLAND
CLERK COUNTY COMMISSION
ST. JOHNS COUNTY FL

This Agreement, made and entered into this 10th day of January, 2006 ("Agreement"), by and between the **Board of County Commissioners of St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida, 32084, herein referred to as the "County" and the **School Board of St. Johns County, Florida**, 40 Orange Street, St. Augustine, Florida 32084, herein referred to as the "School Board".

WITNESSETH:

WHEREAS, it is the purpose and intent of the parties to enter into this Agreement formed in reliance upon, and under their respective powers, and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Florida Statutes; and

WHEREAS, section 318.1215, Florida Statutes, (Dori Slosberg Driver Education Act) provides that a county may require (and St. Johns County has required) that the clerk of the court shall collect an additional three dollars (\$3.00) with each civil traffic penalty, which shall be used to fund driver education programs in public and nonpublic schools, and such funds shall be administered by the County; and

WHEREAS, according to said section, the funds collected shall be used for enhancement, and not replacement, of driver education program funds; and

NOW, THEREFORE, the parties hereby agree to the following:

1. The above recitals are hereby incorporated herein as findings of fact.
2. The School Board agrees that it will use any funds provided to it by the County to enhance the School Board's base drivers education program, including, but not limited to, providing scholarships to students based upon need; and further, the School Board shall require that its auditor will verify that the School Board's use of the funds complies with section 318.1215, Florida Statutes, (Dori Slosberg Driver Education Act), for each year the School Board receives such funds.
3. The County agrees that, subject to its RFQ and award process, it provides the funds collected pursuant to section 318.1215, Florida Statutes, and awarded to the School Board for implementation of the enhanced drivers education program.
4. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

5. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for St. Johns County.

6. This Agreement shall be governed by the laws of the State of Florida and any and all legal action which arises out of this Agreement shall be instituted in St. Johns County.

7. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provisions of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

9. This Agreement may be amended only by written agreement of the parties.

10. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the other party; or
- (ii) Delivery by commercial overnight courier services; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

SCHOOL BOARD

Dr. Joseph G. Joyner
Superintendent of Schools
40 Orange Street
St. Augustine, FL 32085-0210

Required Copy to:

School Board Attorney
Upchurch Bailey and Upchurch
P.O. Box 3007
St. Augustine, FL 32085-3007

COUNTY

County Administrator
St. Johns County
P.O. Box 349
St. Augustine, FL 32084

Required Copy to:

County Attorney
St. Johns County
P.O. Box 349
St. Augustine, FL 32084

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

11. Prior to the initiation of legal action by either the County or the School Board to enforce the provisions of this Agreement, the County and School Board shall submit to nonbinding mediation. The mediator shall be impartial and shall be selected by joint agreement of the County and the School Board. The mediation process shall be confidential to the extent permitted by Florida law. The cost of the mediation shall be borne equally by the County and the School Board. If the matter is not resolved through mediation, legal action may be initiated at which time the provisions of chapter 164, Florida Statutes, shall apply. In the event legal action is initiated, the prevailing party shall be entitled to recover reasonable attorney's fees.

IN WITNESS whereof, the parties have hereunto set their hands and executed this Agreement for the uses expressed herein the day and year first above written.

ATTESTED:

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Cheryl Strickland, Clerk of Court

By: James E. Bryant
James E. Bryant, Chairman

Patricia DeGrande
Deputy Clerk

Date: 1-17-06

WITNESSED:

ST. JOHNS COUNTY SCHOOL BOARD

Patricia H. Hoey

By: William R. Fehling
William R. Fehling, Chair

Patricia H. Hoey

Date: January 10, 2006