

R2003 0508

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10/15/03

# **INTERLOCAL AGREEMENT**

This Interlocal Agreement is made the \_\_\_\_\_ day of APR 15 2003, 2003,  
between the Palm Beach County School Board, located in Palm Beach, Florida (hereinafter  
"SCHOOL BOARD") and Palm Beach County, a political subdivision of the State of Florida,  
(hereinafter "COUNTY"), each one constituting a public agency as defined in Part I 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 public agencies 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 I 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**, Palm Beach County has passed Palm Beach County Ordinance 2002-063 to  
implement the Dori Slosberg Act, which ordinance authorizes the County to designate a Grant  
Program Administrator for the County's Driver Education Safety Trust Fund Grant Program;

**WHEREAS**, Palm Beach County desires to designate the Palm Beach County School  
Board, and the School Board desires to accept designation, as the Grant Program Administrator  
for the County's Driver Education Safety Trust Fund Grant Program, to take advantage of the  
School Board's experience and expertise in administering driver education programs;

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

**Section 1. Purpose**

The purpose of this Agreement is to designate the Palm Beach County School Board as the Grant Program Administrator of Palm Beach County's Driver Education Trust Fund Grant Program, pursuant to Palm Beach County Ordinance 2002-063 and Chapter 163, Florida Statutes.

**Section 2. Definitions**

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Advertising" means promotional activities to publicize the availability of the Driver Education Trust Fund Grant Program to nonpublic schools including, but not limited to: the printing and distribution of pamphlets, leaflets, and other written materials; the creation and purchase of newspaper, radio and television advertisements; public workshops and other forums; the creation and distribution of e-mail or computer materials; the printing and distribution of written or e-mailed correspondence to individual nonpublic schools publicizing the Grant Program.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Board of County Commissioners" means the Board of County Commissioners of Palm Beach County.

**"County Administrator"** means the Palm Beach County Administrator, his successor, or designated representative.

**"Nonpublic schools"** means elementary schools, middle schools, and high schools within Palm Beach County that are not operated by the Palm Beach County School Board.

**Section 3. Representative/Monitoring Position**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Vince Bonvento, Assistant County Administrator whose telephone number is 561/ 355-3260.

The SCHOOL BOARD'S representative/contract monitor during the term of this Agreement shall be \_\_\_\_\_, whose telephone number is (561) \_\_\_\_\_.

**Section 4. Effective Date/Term**

This Agreement shall take effect upon execution. The term of this agreement shall be for a period of one year and shall continue in full force and effect up to and through one year from the date of the Agreement unless otherwise terminated as provided herein.

Notwithstanding the provisions of this Section, this Agreement will no longer be effective if the Dori Slosberg Act is repealed or is amended in a way that prevents the County from collecting traffic penalty fines for the Driver Education Trust Fund Grant Program.

**Section 5. Services Rendered**

In exchange for the COUNTY's efforts to assist in funding driver education safety programs in Palm Beach County and other good and sufficient consideration, the SCHOOL BOARD agrees to perform the services of a Grant Program Administrator for Palm Beach County's Driver Education Safety Trust Fund Grant Program, as more fully set forth herein.

### **Section 6. Responsibilities and Duties**

A.) SCHOOL BOARD agrees to: Assist Palm Beach County Administrator in establishing Grant Program procedures, for approval by the Board of County Commissioners; advertise Grant Program availability, procedures, and eligibility criteria to non-public schools in Palm Beach County; receive, document, and evaluate grant applications, using established Grant Program procedures and evaluation criteria; make written recommendations to the Board of County Commissioners to grant, grant with conditions, or deny grant applications; comply with the requirements of Chapter 120, Florida Statutes, the Public Records Act, in performing responsibilities provided for herein.

B.) COUNTY agrees to: Provide clerical and administrative support to SCHOOL BOARD in establishing Grant Program procedures and transmitting recommendations to the Board of County Commissioners.

### **Section 11. Renewal**

This Agreement renews automatically for an additional one year period, unless one of the parties to this Agreement notifies the other in writing thirty days prior to the Agreement's expiration.

### **Section 12. Breach/Opportunity to Cure**

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

### **Section 13. Termination**

This Agreement may be terminated by either party to this Agreement upon thirty (30) days written notice to the other party.

### **Section 14. 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.

### **Section 16. Notice**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

#### **COUNTY**

Vince Bonvento,  
Assistant County Administrator  
301 N. Olive Avenue, Ste. 1101  
West Palm Beach, FL 33401

#### **SCHOOL BOARD**

Name Program Planner for Drivers Education  
Address 3310 Forest Hill Blvd., Room C-225  
City State Zip West Palm Beach, FL 33406-5813

### **Section 17. Delegation of Duty**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

### **Section 18. Filing**

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

### **Section 19. Liability**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

### **Section 22. Amendments**

This Agreement may be amended by written agreement of both parties.

### **Section 23. Remedies**

This Agreement shall be construed by and 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 upon any party 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 or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **Section 25. Equal Opportunity Provision**

The COUNTY and the SCHOOL BOARD agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

**Section 26. Captions**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 27. Severability**

In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 28. Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

ATTEST:

Dorothy H. Wilken

By: 

(SEAL)

THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY

By: 

Thomas E. Lynch, Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

School Board Attorney

By: 

Arthur C. Johnson, Ph.D  
Superintendent

R2003 0508

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

By: 

Karen J. Marcus, Chair

APR 15 2003

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

Amy Taylor Petrich  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS:

