

9D17
4/23/03

**An Agreement Between
The School Board of Palm Beach County and
Safety Council of Palm Beach County, Inc.,**

This Contract is entered into this 23rd day of April 2003, between the School Board of Palm Beach County ("School Board") and the Safety Council of Palm Beach County, Inc. ("Safety Council").

WITNESSETH:

WHEREAS The School Board and Safety Council agree that an on-road driving experience is beneficial to the students of Palm Beach County; and

WHEREAS the School Board provides driver education classroom instruction,

WHEREAS the Safety Council desires to provide insurance, cars, and instructors for an on-road driving experience for all driver education students who qualify,

NOW THEREFORE, in consideration, the receipt and sufficiency of which is hereby acknowledged, Board and Safety Council agree as follows:

1.0 RECITALS

The parties agree that the foregoing recitals are true and incorporated herein by reference.

2.0 TERM

This agreement shall commence on April 23, 2003, and terminate upon completion by the Safety Council of on-road driving experience for all driver education students. This is an extra-curricular and voluntarily selected activity offered by the School in conjunction with the Safety Council of Palm Beach County.

3.0 OBLIGATIONS OF THE PARTIES

3.1 Safety Council of Palm Beach County, Inc.'s Obligations: Immediately following the commencement date, the Safety Council shall:

- 3.1.1 Provide driving experiences for all Palm Beach County students who qualify. The Safety Council will provide each student who elects to participate in the program six (6) hours of on-road driving experience.
- 3.1.2 Provide safe vehicles for the driving experiences.
- 3.1.3 Provide a secure meeting site for students assigned to Saturday lessons and shall provide a secure location for the storage of the cars used for the driving program.
- 3.1.4 Provide to the School Board by the 10th of each month following the prior month's hands-on driving course:

- a) a list of students who have completed 6 hours of on-road driving experience,
 - b) the date the student drove and the location,
 - c) and a copy of the parent's permission slip
- 3.1.5 Provide a certificate of completion to each of the students who satisfactorily completes the driving program. This is necessary for student to receive, if their insurance companies participate, reduced insurance rates.
- 3.1.6 Provide an audit report of services to the School Board before the submission of each new proposed contract. The audit report will verify that all qualified students were provided on-road driving experience.
- 3.1.7 Provide and pay the School Board of Palm Beach County for the cost of fingerprinting and background checks in the amount of \$88 for all driving instructors to ensure that all instructors are qualified to work with children.
- 3.1.8 Retain full responsibility for the management and fiscal control of the on-road driving component.
- 3.1.9 Pursue grants from outside organizations to supplement the on-road driving component.
- 3.1.11 Designate a liaison with the School Board.
- 3.1.12 Maintain the vehicles; and procure and maintain all forms of insurance deemed reasonably necessary by the Safety Council to cover operation of the on-road driving component including, but not limited to, comprehensive automobile liability insurance which shall apply to all vehicles used by the Safety Council for the on-road driving component with minimum limits of liability as follows:
- a) Bodily Injury Liability and Property Damage: One million dollars (\$1,000,000) combined single limit per occurrence.
 - b) Automobile Physical Damage: Insured for the replacement value of all such vehicles.
 - c) Personal Injury Protection with no deductible.
- 3.2 **Palm Beach County School Board's Obligations:** The School Board shall:
- 3.2.1 Provide the meeting site at each school offering driver education and a section of the parking lot to practice parking skills during the week from 3 p.m. to 6 p.m., Monday through Friday, at the community high schools.
 - 3.2.2 Designate a liaison with the Safety Council of Palm Beach, Inc.
 - 3.2.3 Select the students and provide a list of those who want to participate in the

on-road driving component during the school day, after school, on weekends and throughout the summer.

4.0 FEES

The funding of \$148,500 will continue to be provided by the School Board. In addition, quarterly payments of up to one hundred fifty thousand (\$150,000.00) is to be paid by the School Board to the Safety Council of Palm Beach County, Inc. between January 1 and March 30, April 1 and June 30, July 1 and September 30, October 1 and December 31 to continue this program.

5.0 TERMINATION

5.1 If the Safety Council of Palm Beach County shall fail to comply with the terms and provisions of this Agreement, the School Board shall notify the Safety Council in writing. If the Safety Council does not correct such failure within 10 days after receipt of such notice, the School Board may terminate this Agreement upon giving the Safety Council no less than thirty (30) days written notice of termination.

5.2 The School Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty days notice to the other party. If said contract should be terminated for convenience as provided herein, the Safety Council shall reimburse the School Board that amount of the contract not performed as of the date of termination.

6.0 NOTICES

Notices to the Safety Council of Palm Beach County, Inc. shall be sent to:

**Executive Vice President
Safety Council of Palm Beach County, Inc.
Polo Market Place
770-S South Military Trail
West Palm Beach, FL 33415**

Notices to the School Board shall be sent to:

**Superintendent of Schools
The School Board of Palm Beach County, Florida
c/o Program Planner for Driver Education
3310 Forest Hill Boulevard
West Palm Beach, Florida 33406-5813**

No party shall discriminate against any employee in this program because of race, age, religion, color, gender, national origin, marital status, sexual orientation, physical or mental disability or other considerations arising from the Americans with Disabilities Act 1990.

8.0 INDEMNIFICATION

The School Board recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit provided in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be constructed as a waiver of any right of defense that THE BOARD may possess and reserves all such rights as against any and all claims that may be brought under this Agreement. The Safety Council agrees to hold harmless and indemnify the Board for any claims of negligence on the part of the Safety Council or its employees.

9.0 MODIFICATION

It is further agreed that no modification, amendment, or alteration in the provisions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The parties must mutually agree upon any such agreement.

10.0 EXPANDING

As additional Slosberg funds are made available to the Driver's Education program from the Trust, the School Board is hereby authorized to expand the program to accommodate any additional students as funding permits.

10.0 MISCELLANEOUS

This agreement constitutes the complete and exclusive statement of the terms of agreement between and among the parties with respect to the subject matter hereof. 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 Palm Beach County, Florida. The prevailing party shall be entitled to attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

FOR SAFETY COUNCIL OF PALM BEACH COUNTY, INC.:

By: Toni Burrows

Toni Burrows - Ex. V P.

Print Name and Title

FOR THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

William J. Lynch

Print Name and Title

FOR Tom Lynch, School Board Chairman

ATTEST:

Arthur C. Johnson, Ph.D.

Arthur C. Johnson, Ph.D.

Department of Secondary & Career Education
April 2003

"Reviewed & Approved As To
Legal Form and Sufficiency"

[Signature], Linda DE/Agree03, 4/11/03