

RESOLUTION NO. 2018- 174

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE ST. JOHNS COUNTY TAX COLLECTOR PROVIDING FOR FUNDING FOR DRIVER EDUCATION PROGRAMS PURSUANT TO THE DORI SLOSBERG DRIVER EDUCATION SAFETY ACT.

RECITALS

WHEREAS, St. Johns County Ordinance 2003-48, as amended by St. Johns County Ordinance 2007-28, requires the Clerk of Court to collect an additional five dollars with each civil traffic penalty pursuant to the Dori Slosberg Driver Education Safety Act (the Act), as set forth in Section 318.1215, Florida Statutes, for the purpose of funding driver education programs in public and nonpublic schools; and

WHEREAS, according to the Act, funds collected pursuant to this statute shall be used for enhancement, and not replacement, of driver education program funds; and

WHEREAS, the Act requires each driver education program receiving funds to require that a minimum of 30 percent of a student's time in the program be behind-the-wheel training; and

WHEREAS, the Tax Collector and the St. Johns County School Board have entered into an interlocal agreement under which the Tax Collector shall provide driver education to St. Johns County students through its subsidiary, St. Johns County Tax Collector Driver Education Program, Inc. (the Driver Education Program); and

WHEREAS, the County and the Tax Collector wish to enter into an agreement providing for the funding of the Driver Education Program with funds collected pursuant to the Act.

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

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution and are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby adopts the attached Interlocal Agreement substantially in the form and format as attached hereto and authorizes the County Administrator, or his designee, to execute the agreement on behalf of the County.

Section 3. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 19 day of June, 2018.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

By: _____

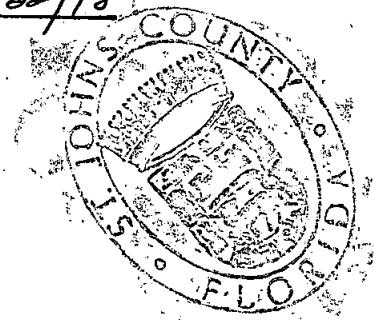
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: _____

Sam Hatterman
Deputy Clerk

RENDITION DATE 6/22/18



**INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND
THE ST. JOHNS COUNTY TAX COLLECTOR**

This Interlocal Agreement is entered into this ____ day of _____, 2018 between St. Johns County (the County), a political subdivision of the state of Florida, and the St. Johns County Tax Collector (the Tax Collector).

Recitals

WHEREAS, St. Johns County Ordinance 2003-48, as amended by St. Johns County Ordinance 2007-28, requires the Clerk of Court to collect an additional five dollars with each civil traffic penalty pursuant to the Dori Slosberg Driver Education Safety Act (the Act), as set forth in Section 318.1215, Florida Statutes, for the purpose of funding driver education programs in public and nonpublic schools; and

WHEREAS, according to the Act, funds collected pursuant to this statute shall be used for enhancement, and not replacement, of driver education program funds; and

WHEREAS, the Act requires each driver education program receiving funds to require that a minimum of 30 percent of a student's time in the program be behind-the-wheel training; and

WHEREAS, the Tax Collector and the St. Johns County School Board have entered into an interlocal agreement under which the Tax Collector shall provide driver education to St. Johns County students through its subsidiary, St. Johns County Tax Collector Driver Education Program, Inc. (the Driver Education Program).

NOW THEREFORE, it is agreed as follows:

1. Authority.

This agreement is entered into pursuant to the terms of the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) and the constitutional and statutory powers of the County and the Tax Collector.

2. Duration.

This agreement shall remain in effect until it is terminated in writing by either party.

3. Effect of Recitals.

The recitals set forth above are adopted as findings of fact and incorporated into this agreement.

4. County to Provide Funds.

The County shall provide funds collected pursuant to the Act to the Tax Collector for the enhancement of the Driver Education Program. Provision of funds shall be contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant

to Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create an obligation on the part of the Board of County Commissioners to appropriate funds for the payment of services provided under this contract during any given fiscal year.

5. Use of Funds.

The Tax Collector shall use any funds provided to it by the County to enhance the Driver Education Program, including, but not limited to, providing scholarships to students based upon need. The Tax Collector shall require that its auditor verify that the Tax Collector's use of the funds complies with the Act for each year that the Tax Collector receives such funds.

6. Notice.

Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

- A. St. Johns County:** County Administrator
500 San Sebastian View
St. Augustine, FL 32084
- Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
- B. Tax Collector:** Dennis Hollingsworth
Tax Collector
4030 Lewis Speedway
St. Augustine, FL 32084

7. Amendment.

Any amendment to this Agreement or its exhibits shall be in writing and shall not be effective until executed by both parties.

8. Termination.

A. This Agreement may be terminated without cause upon either the County or the Tax Collector providing at least 90 days advance written notice to the other party. The notice shall indicate the County's or the Tax Collector's intent to terminate this Agreement no sooner than 90 days from the date of the notification.

B. This Agreement may be terminated with cause upon either the County or the Tax Collector providing at least 30 days advance written notice to the other party. The notice shall include the exact cause for termination and the effective date of termination unless, prior to the

termination date, the party seeking termination for cause provides an opportunity to cure or correct the condition as specifically described in the notice.

C. If, at any time during the term of this Agreement, the Tax Collector ceases providing driver education services that are eligible for funding under the Act, this Agreement shall terminate, and the Tax Collector shall return any unused funds to the County.

9. Indemnity.

To the extent permitted by law, the Tax Collector shall indemnify, defend, and hold the County, its officials, agents, and employees harmless from and against all claims, losses, costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, or associated with, or growing out of, the Tax Collector's negligent or intentional acts or omissions under this Agreement, or the negligent or intentional acts or omissions of any employee, agent, or subsidiary of the Tax Collector. Nothing contained in this Agreement shall be construed or interpreted to constitute a waiver of sovereign immunity as provided under Section 768.28, Florida Statutes.

10. Public Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

11. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Agreement shall be in St. Johns County, Florida.

12. Compliance with Local, State, and Federal Laws.

Both the County and the Tax Collector, in performing under this Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments.

13. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

14. Dispute Resolution.

Prior to the initiation of legal action by either the County or the Tax Collector to enforce the provisions of this Agreement, the County and the Tax Collector shall submit to nonbinding mediation. The mediator shall be impartial and shall be selected by joint agreement between the County and the Tax Collector. 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 Tax Collector. If the matter is not resolved through mediation, legal action may be initiated. In the event legal action is initiated, the prevailing party shall be entitled to recover reasonable attorney's fees.

15. Non-Waiver.

The failure of either the County or the Tax Collector to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

16. Headings.

All sections and descriptive headings of sections noted in this Agreement are inserted only for the convenience of the parties hereto and shall not affect or control interpretation of this Agreement.

17. Authority to Execute.

Each of the parties covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

18. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19. Effective Date.

This agreement shall become effective upon filing a copy executed by both parties with the Clerk of the Circuit Court of St. Johns County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
County Administrator

ST. JOHNS COUNTY TAX COLLECTOR

By: _____
Dennis Hollingsworth, Tax Collector