

RESOLUTION B-17-031  
AMENDING THE ANNUAL BUDGET  
FOR MANATEE COUNTY, FLORIDA  
FOR FISCAL YEAR 2016-2017

**WHEREAS,** Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

**NOW, THEREFORE,** BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2016-2017 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

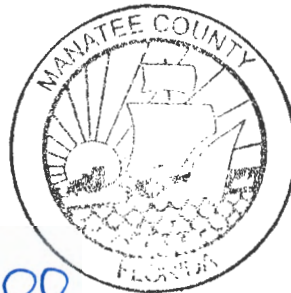
Department: PUBLIC SAFETY  
Fund: GRANTS > 7/03  
Description: Transfers \$175,000 of prior years' program fees held in reserves in the General Fund for the Dori Slosberg Drivers Education Enhancement Program. The funding covers the period of October 1, 2016 through September 30, 2017. The agreement is being presented to the Board along with this budget amendment.

Batch ID: CR12517A

Reference: BU17000147

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 7 DAY OF

February, 2017.



BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

By: [Signature]  
Chairman

ATTEST: Angelina Colonnese  
Clerk of Circuit Court

By: [Signature]  
Deputy Clerk

## FUNDING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by Manatee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and School District of Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "Agency", as of October 1, 2016.

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at risk residents of Manatee County, Florida, to promote the general health, safety, and welfare; and

WHEREAS, the Agency is a political subdivision of the State of Florida organized under the laws of the State of Florida for the purpose of providing public education to residents of Manatee County, Florida; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Agency to provide funding for the "Program" of services, as further defined herein, to be provided by the Agency to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

**ARTICLE 1: SCOPE OF SERVICE.** The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program."

**ARTICLE 2: CONTRACT DOCUMENTS.** The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

**Attachment "A" - Program Description**

**Attachment "B" - Payments**

**Attachment "C" - Special Conditions**

**Attachment "D" - Insurance Certificate**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

**ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.** Agency shall be paid by County an amount not to exceed \$175,000 in accordance with Attachment B for the provision of the Program. No agent or employee of the County may authorize an increase in the above amount. Any increase in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

**ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION.**

i. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2016 and ending on September 30, 2017. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

ii. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

iii. This Agreement (including without limitation the obligation of the County to pay the amount set forth in Article 3) if executed prior to October 1, 2016, is subject to and contingent upon the County's Board of County Commissioners budgeting and appropriating sufficient legally available revenues for the 2016/17 County fiscal year (and for the subsequent fiscal year, if this Agreement is renewed pursuant to Section 4.ii, above) to fund such payments. Accordingly, the Agency shall not commence the services to be provided hereunder unless and until the County provides Agency with written notice to commence services, which shall serve as confirmation that such funds have been budgeted and appropriated. Such written notice shall constitute a condition precedent to the effectiveness of this Agreement. In the event that the County does not provide such written confirmation on or before September 30, 2016, this Agreement shall be of no effect.

**ARTICLE 5: TERMINATION.**

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Agency's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

**ARTICLE 6: NOTICES.** All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

**If mailed to Agency:** School District of Manatee County  
Attn: Jason Montgomery, District Supervisor of Athletics, Physical Education and Drivers Education  
215 Manatee Ave West  
Bradenton, FL. 34205

**If by hand delivery:** 215 Manatee Ave. W.  
Bradenton, FL. 34205

**If mailed to County:** Manatee County Community Services Department  
Attn: Director  
P. O. Box 1000  
Bradenton, FL 34206

**If by hand delivery:** Manatee County Community Services Department  
1112 Manatee Avenue West  
Suite 303  
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

**ARTICLE 7: GENERAL CONDITIONS.**

**A: MAINTENANCE OF RECORDS; AUDITS**

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Agency shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. Agency shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least three years after the termination of this Agreement.

iii. Prior to receiving any funds under this Agreement Agency shall provide the following:

1. Agency who at any time in the past 2 years or is expected in the current year to have a budget of \$1,000,000 or more shall submit an audited financial statement and related management letters received, not more than two years old, from an independent certified public accountant registered in the State of Florida.
2. Agency who in the past 2 years and the current year has a budget of less than \$1,000,000 shall submit a compilation, not more than two years old, from an independent certified public accountant registered in the State of Florida.

iv. The submission of documentation by Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon audits provided by Agency in making its determination to provide funds to Agency in the manner provided in this Agreement and if at any time County determines that the information submitted is not true and correct, County may immediately terminate this agreement and seek to recover any funds paid to Agency.

v. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County as requested.

**B: PUBLIC RECORDS.** By accepting award of this Agreement, Agency acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act.

With respect to the services provided pursuant to this Agreement, Agency shall comply with the requirements of the Florida Public Records Law as specifically set forth in Florida Statute 119.0701.

**FOR PURPOSES OF RESPONDING TO PUBLIC RECORDS REQUESTS, AGENCY MAY CONTACT THE COUNTY'S RECORDS CUSTODIAN INDICATED BELOW:**

Deborah M. Scaccianoce  
Records Division Manager  
P.O. Box 1000  
Bradenton, FL 34206  
[debbie.scaccianoce@mymanatee.org](mailto:debbie.scaccianoce@mymanatee.org)  
941-742-5845 (x 5845)

**C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, Agency covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

**D: LICENSES.** Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

**E: CONTRACTUAL LIABILITY.** The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

**F: SUBCONTRACTORS.** A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound entity to provide the Program to serve the interests and welfare of the residents of Manatee County. Therefore, Agency agrees that the Program shall be provided by volunteers or employees of Agency, and not by subcontractors (except as authorized in Section 7 of the Special Conditions). Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Agency's program.

**G: NON-ASSIGNABILITY.** Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

**H: AGENCY'S REPRESENTATIVES.** Within thirty days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

**I: AGENCY'S DIRECTORS.** Agency's paid staff shall not be a voting or elected member of the Agency's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to the Agency. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on Agency's governing board.

**J: OTHER OBLIGATIONS OF AGENCY.**

i. Agency shall use its best efforts to attend and participate in meetings regarding county funding, as requested by the County's Representative.

ii. Agency shall maintain tax-exempt status under the Internal Revenue Code.

iii. The funds paid to Agency by County are not for the benefit of any individual but are provided to assist Agency in developing and maintaining a program of services deemed beneficial to the health, safety and welfare of the community. Matters contained in this Agreement such as target populations, client eligibility and unit of service costs whether covering all or a portion of Agency's cost of providing the Programs, are provided to apportion payment to Agency and represent the minimum level of service Agency must provide during the term of this Agreement.

iv. Payment of County funds for this program is for the actual expenses associated with the Program. The parties acknowledge that payment for part of the cost of the Program may be available from other governmental or third party sources. If Agency receives such revenues which then exceed the actual Program cost, Agency shall notify County's Representative and shall coordinate the appropriate refund of County funds or reduction in County payments.

v. Agency Bylaws shall be approved by the Agency's Board of Directors. County shall be provided with copies of Agency bylaws, and any amendments thereto upon request by County Representative.

vi. Agency shall maintain all Board of Director's minutes, and any referenced financial, staff and other committee reports, and shall make available upon request by County Representative.

**ARTICLE 8: INDEMNIFICATION.** Agency shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Agency at the above listed address. Upon receipt of

notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Agency attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**ARTICLE 9: INSURANCE.** Without limiting any of the other obligations or liabilities of the Agency, the Agency shall, at the Agency's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Attachment D. Agency shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

- i. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- ii. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance not less than the day prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

**ARTICLE 10: COUNTY'S REPRESENTATIVE.** The Director of County's Community Services Department or such other employee as may be designated in writing by the County Administrator shall serve as the County's representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County Administrator or his designee.

**ARTICLE 11: AMENDMENTS.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

**ARTICLE 12: SEVERABILITY.** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

**ARTICLE 13: HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 14: CATASTROPHIC EVENTS.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

**ARTICLE 15: DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Agency and any providers of promotional, advertising or other services, or goods, purchased by the Agency. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 16: CONSTRUCTION.** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

**ARTICLE 17: WAIVERS.** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

**ARTICLE 18: GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

**ARTICLE 19: REMEDIES.** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

**ARTICLE 20: ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

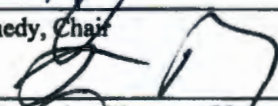
**ARTICLE 21: EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.


**ARTICLE 22: AUTHORITY TO EXECUTE.** Each of the parties hereto 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.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, effective as of the date set forth above.

**AGENCY:**

By:   
Charlie Kennedy, Chair

  
Jim Pauley, Executive Director of Secondary Schools

  
Cynthia Sanders, Deputy Superintendent for Instruction

  
Diane Greene, Superintendent

**MANATEE COUNTY, FLORIDA**

By: Board of County Commissioners

By:   
County Administrator

Date of Execution: February 7, 2017

**ATTACHMENT A  
PROGRAM DESCRIPTION**

**THE SCHOOL DISTRICT OF MANATEE COUNTY  
DRIVER'S EDUCATION PROGRAM (SLOSBERG GRANT)**

1. PROGRAM DESCRIPTION:
  - a. Agency shall provide Driver's Education and Instruction, hereinafter "Program".
2. TARGET POPULATION:
  - a. This program shall serve youth 15-17 years of age, who are residents of Manatee County, hereinafter, "Client".
  - b. Agency will serve 2010 unduplicated clients during the course of this agreement.
    - i. An unduplicated client is one which is only counted 1 time during the period of this agreement regardless of the number of services they receive.
3. LOCATION/HOURS OF SERVICE:
  - a. Regular School year and Regular School Day (Oct.1, 2016 through Sept. 30, 2017)
    - i. Manatee High School
    - ii. Braden River High School
    - iii. Palmetto High School
    - iv. Lakewood Ranch High School
    - v. Bayshore High School
    - vi. Southeast High School
  - b. Saturdays:
    - i. Manatee High School; 8:00am -12:00pm (Oct 1, 2016 through Sept. 30, 2017)
  - c. Summer schedule:
    - i. Manatee High School; 8:00am-1:00pm (June 12 through July 14, 2017)
4. SERVICES:
  - a. Program shall provide Driver's Education Instruction, to include both classroom lecture and behind-the-wheel instruction.
  - b. Classroom Lecture consists of 7.5 hours of theory instruction which includes:
    - i. Road rules;
    - ii. Defensive driving techniques;
    - iii. Knowledge of the dangers of at risk behavior involving drugs, alcohol and driving; and
    - i. Students will take and pass all required written tests to obtain a Florida driver's permit.
  - c. Behind the wheel instruction (lab):
    - i. Must account for 30% of total program hours; and
    - ii. Students will receive 4.5 hours of behind-the-wheel lab time each.
  - d. At the end of the course, each student will:
    - i. Earn .50 credits toward graduation credits;
    - ii. Earn a certificate for insurance reductions; and
    - iii. Take and pass the Department of Motor Vehicle (DMV) approved road test necessary to obtain a Florida driver's license.
5. AUTHORIZATION TO PURCHASE:
  - a. In order to further enhance current Driver's Education in Manatee County high schools, the agency is authorized to purchase one (1) fleet vehicle, Ford Fusion with passenger side break installed to provide behind-the-wheel driver's education.
  - b. Proof of purchase and request for reimbursement must be submitted to the County by September 30, 2017.
6. UNIT OF SERVICE: A unit of service shall be defined as a day of program operation per site, in which contracted services are provided to at least one client.



**ATTACHMENT B  
PAYMENTS**

**THE SCHOOL DISTRICT OF MANATEE COUNTY  
DRIVER'S EDUCATION PROGRAM (SLOSBERG GRANT)**

Agency shall be paid by the County an amount not to exceed \$175,000 for the program as specified below:

1. Total paid for the operation of Driver's Education services shall not exceed \$150,000:
  - a. Agency shall provide 1,135 units of service, during the term of the Agreement; and
  - b. Agency shall be paid by the County in the amount of \$132.16 for each unit of service provided in accordance with Article 1, Attachment A and documented in accordance with Attachment C.
  - c. Agency shall be paid monthly for the actual number of units of service it has provided. The total of all payments shall not, at any point in time, exceed the cumulative amounts listed below:

October	\$ 12,500	April	\$ 87,500
November	\$ 25,000	May	\$ 100,000
December	\$ 37,500	June	\$ 112,500
January	\$ 50,000	July	\$ 125,000
February	\$ 62,500	August	\$ 137,500
March	\$ 75,000	September	\$ 150,000

2. Agency shall be reimbursed for the purchase of one fleet vehicle, Ford Fusion with passenger side break installed, for the addition to the Driver's Education Program. The reimbursement purchase price shall not exceed, \$25,000. Proof of purchase and all necessary back-up documents must be submitted to County no later than September 30, 2017.
3. It is recommended that Agency Payment Requests, as described in Attachment B, be submitted to the County by the 15th of each month. Agency payment requests are processed in the order they are received by the County. Once processed by the Manatee County Community Services Department, the Clerk of the Courts has 45 days to process the payment.
4. Within 15 calendar days after expiration of the Agreement, the Agency shall render a final and complete Agency Payment Request. County shall not be responsible for the payment of any charges, claims or demands of the Agency not received within said fifteen-day period.

**ATTACHMENT B  
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENCY PAYMENT REQUEST**

AGENCY: The School District of Manatee County

AGENCY REMITTANCE ADDRESS (Enter Street or P.O. Box, City, State, Zip Code for sending payments)

\_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROGRAM: Driver's Education Program

PAYMENT REQUEST FOR MONTH OF: \_\_\_\_\_

**SECTION 1: Agency Payment Request**

(1)	(2)	(3)	(4)
REQUEST THIS PERIOD	TOTAL FUNDING	REQUESTED YEAR-TO-DATE	BALANCE OF FUNDS
\$	\$150,000	\$	\$
\$	\$ 25,000	\$	\$

**SECTION 2: Client Services**

(5)	(6)	(7)	(8)	(9)	(10)	(11)
UNIT COST	UNIT CONTRACT TOTAL	Y-T-D TOTAL PRIOR	TOTAL THIS PERIOD	TOTAL Y-T-D	% OF PLAN ACHIEVED	% OF TIME ELAPSED
Services \$132.16	1135				%	%
Purchases \$25,000					%	

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach: Documentation as required in Agreement Attachment C: Special Conditions.

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

I attest that the information presented in this Agency Payment Request is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 2 PHOTOCOPIES OF REPORT WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

DO NOT WRITE BELOW THIS LINE

\_\_\_\_\_

HSD CONTRACT MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT C  
SPECIAL CONDITIONS**

**THE SCHOOL DISTRICT OF MANATEE COUNTY  
DRIVER'S EDUCATION PROGRAM (SLOSBERG GRANT)**

1. Agreement Deliverables: The Agency shall submit the following documents:

**Please note that failure to submit any document as required shall result in payment processing being delayed until the Agency is in compliance with the agreement.**

- a. Agency shall provide, upon purchase of the vehicle, with their payment request:
  - i. Three copies of proof of purchase and all necessary back-up documentation for the purchase of a Ford Fusion vehicle.
- b. Agency shall provide each month with their payment request:
  - i. Three copies of the Monthly Unit Tracking Form, which shall serve as report of units of service performed during the reporting period. The format of the Unit Tracking Form must be approved by the County Representative and contain the following information:
    - 1. Agency and Program Name
    - 2. Dates of Service
    - 3. Location(s) of service
    - 4. Type of service day (school day/ Saturday day/ Summer)
    - 5. Total of monthly operation days for each site
  - ii. One copy of the following information from the reporting period:

Monthly Reports		
	Title	Requirement/Description
1.	Anticipated Difficulties	Agency shall report anticipated difficulties meeting contractual requirements by the end of the contract year.
2.	Changes in Staff	Agency shall report changes in staff from Agency's proposal for funding during the contract term. (Include staff vacancies or changes which affect the Program).
3.	Schedule	Agency shall provide one copy of the anticipated program schedule for the next reporting period.

c. Agency shall submit the following reports quarterly and retain verification on site for review upon request by the County:

Program Reports and Due Dates					
	Quarter 1 (Oct-Dec)	Quarter 2 (Jan-Mar)	Quarter 3 (Apr-Jun)	Quarter 4 (Jul-Sep)	
	Due: Jan 30, 2017	Due: Apr 30, 2017	Due: Jul 30, 2017	Due: Oct 30, 2017	
	Title	Requirement/Description			
i.	Program Quarterly Expenditure Report	Agency shall report quarterly all actual program revenue (by source) and actual expenditures (by line item).			
ii.	Successful Completers	Agency shall report the number of students who successfully complete the program with a final grade of an A or B			
iii.	Proficiency	Agency shall report the number of student who are deemed proficient through a Department of Motor Vehicle road tests			
iv.	Insurance Reduction Certificate	Agency shall report how many students were issued a certificate of insurance reduction for completing the program.			

d. Agency shall submit the following documentation as indicated:

Other Documents Required		
Title	Requirement/Description	
i.	Insurance	<ol style="list-style-type: none"> <li>1. Agency shall submit Commercial General Liability insurance in accordance with Article 9.</li> <li>2. Notwithstanding the provisions set forth in Article 9, the requirement for Agency to procure, maintain and keep in force, Professional Liability Coverage (indicated in Article 9 item B) is waived for the duration of this agreement.</li> <li>3. Agency shall, not less than the day prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible. In accordance with Article 9.</li> </ol>
ii.	Financial Audit	Financial audits shall be submitted in accordance with Article 7, A, iii.
iii.	Authorized Representatives	An Authorized Representative letter (listed by position) shall be submitted within 30 days of execution in accordance with Article 7, H.

2. Agency shall maintain program files and/or individual client files documenting services provided.

a. County's Representative shall have the option of reviewing the contents of the files.

b. Agency shall have the following information available during all site visits:

Site Visit Documentation:		
Title	Requirement/Description	
i.	Client ID	Agency shall use a consistent method for identifying clients which meets the HIPAA requirements in Attachment C, 5.
ii.	Residency Verification	<ol style="list-style-type: none"> <li>1. Client residential addresses with zip codes.               <ol style="list-style-type: none"> <li>a. P.O. Boxes are not considered a residential address.</li> </ol> </li> </ol>
iii.	Program Services Documentation	<p style="text-align: center;"><u>Agency Files</u></p> <ul style="list-style-type: none"> <li>o Monthly tracking forms</li> <li>o Client attendance rosters from each class/school</li> <li>o Monthly lessons/calendars</li> <li>o Client outcome stats ( number of successful completers)</li> </ul>

3. Documents submitted to the County or retained as part of client/agency files as a part of this agreement may be modified by the County Representative with written notice to the agency.

4. County's Representative has the authority to request additional information for County's periodic reviews, Agency Payment Request approval, site visits, annual monitoring, and other Agreement related tasks.

a. County's Representative shall have the authority to approve the final format of requested information.

5. Because the services provided by Agency are funded in whole or in part by the County, Agency agrees to require each client receiving services (or legal guardian of client where applicable) to execute an Acknowledgement and Consent to Release Records form.

a. The form shall contain an acknowledgement of the client or guardian that he/she understands that the County's Representative may request access to any or all Agency records relating to the program and/or the delivery of services for the purposes of evaluating or monitoring the program or delivery of service to the client, and that he/she consents to the release of records for these purposes.

b. The form shall also inform the client or guardian that to the extent records are provided to the County, same shall become public records and may, subject to any applicable state or federal exemptions, be inspected or copied by third persons.

c. The form shall be drafted by the Agency, and must be reviewed and approved by the County's Representative prior to use.

d. County's Representative may waive this requirement for group educational and similar programs.

6. **Health Insurance Portability and Accountability Act (HIPAA):** To the extent Agency is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Agency shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Services provided hereunder. In conformity therewith, Agency shall:
- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
  - c. Mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of PHI by Agency except as permitted by this Agreement.
  - d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
  - e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Agency's compliance with HIPAA.
  - f. Agency, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County.
  - g. Agency will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA.
  - h. Agency will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations.
  - i. Agency will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Agency will assume all expense for such training.
  - j. Notwithstanding any other provision of this Agreement, Agency agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Agency, its agents or employees.
  - k. In addition to the foregoing, to the extent Agency is a HIPAA Covered Entity or Business Associate, Agency must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.

**ATTACHMENT D  
INSURANCE CERTIFICATE**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/20/08

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Marsh USA, Inc. 3831 N. Rocky Point One West, Suite 700 Tampa, FL 33607 Attn: Tampa.Co@marsh.com	<b>INSURER</b> Company Name: _____ Policy No.: _____ Effective Date: _____															
<b>INSURED</b> MIZU-EMAC School 15-17 School District of Manatee County 215 Manatee Avenue West Bradenton, FL 34205	<b>COVERAGE</b>															
	<table border="1"> <tr> <th>COVERAGE</th> <th>COVERAGE</th> <th>COVERAGE</th> </tr> <tr> <td>COVERAGE A: General Liability Coverage</td> <td>COVERAGE B: Safety Hazard-Occurrence Cov</td> <td>COVERAGE C:</td> </tr> <tr> <td>COVERAGE D:</td> <td>COVERAGE E:</td> <td>COVERAGE F:</td> </tr> <tr> <td>COVERAGE G:</td> <td>COVERAGE H:</td> <td>COVERAGE I:</td> </tr> <tr> <td>COVERAGE J:</td> <td>COVERAGE K:</td> <td>COVERAGE L:</td> </tr> </table>	COVERAGE	COVERAGE	COVERAGE	COVERAGE A: General Liability Coverage	COVERAGE B: Safety Hazard-Occurrence Cov	COVERAGE C:	COVERAGE D:	COVERAGE E:	COVERAGE F:	COVERAGE G:	COVERAGE H:	COVERAGE I:	COVERAGE J:	COVERAGE K:	COVERAGE L:
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COVERAGE D:	COVERAGE E:	COVERAGE F:														
COVERAGE G:	COVERAGE H:	COVERAGE I:														
COVERAGE J:	COVERAGE K:	COVERAGE L:														

**COVERAGES**      **CERTIFICATE NUMBER:** ATL0204200-01      **REVISION NUMBER:** 2

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

TYPE OF INSURANCE	INSURED	POLICY NUMBER	POLICY PERIOD	POLICY PERIOD	LIMITS
<b>A</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR  GEN. AGGREGATE LIMIT APPLIED PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER		02/01/07 \$1,000,000 BR	02/01/08	02/01/07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE PER POLICY EXCLUDED MED EXP FOR ALL EMPLOYEES EXCLUDED PRODUCTS & AIDY BLDG \$ EXCLUDED GEN. AGGREGATE \$ 10,000,000 PRODUCTS - COMP-OP AGG \$ EXCLUDED \$
<b>A</b> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNLICENSED AUTOS  <input type="checkbox"/> UMBRELLA LIMIT <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> CLAIM-MADE  <input type="checkbox"/> OTHER <input type="checkbox"/> RETROACTIVE		02/01/07 \$1,000,000 BR	02/01/08	02/01/07	COVERED UNDER LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>B</b> WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY EMPLOYER/COMPANY/EMPLOYEE/CONTRACTOR/LEASER EXCLUDED BY EXEMPTION IN 102 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> EXEMPTION BY OPERATIONS ONLY		02/01/07 \$250,000 \$250,000 BR	02/01/08	02/01/07	<input checked="" type="checkbox"/> SICKLEAVE <input type="checkbox"/> STD \$1 EACH ACCIDENT \$ 1,000,000 \$1 DISEASE OR EMPLOYEE \$ 1,000,000 \$1 DISEASE POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Manatee County Government Continuity Services Department Human Services Division P.O. Box 1000 Bradenton, FL 34205	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kim Newhouse
---	---

**APPROVED** in Open Session

Manatee County Board of County  
Commissioners

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - February 7, 2017

February 7, 2017 - Regular Meeting  
Agenda Item #27

2/7/17

Subject

FY 2016-2017 Slosberg Funding Agreement - The School District of Manatee County

Briefings

None

Contact and/or Presenter Information

Cheri Coryea, Director, x 3468

Allen Donahue, Human Services Program Manager, x 3467

Action Requested

Authorization for the County Administrator to execute FY 2016-2017 Slosberg Funding Agreement with The School District of Manatee County for the time period October 1, 2016, through September 30, 2017, and to adopt Budget Resolution B-17-031.

Enabling/Regulating Authority

F.S. 125

Background Discussion

In 2002 the Florida Legislature created the Dori Slosberg Driver Education Safety Act (F.S. 318.1215), which authorized county commissioners to adopt a local option fee to be collected on all civil traffic fines to be administered by the county to fund "driver education programs in public and non-public schools."

On October 24, 2006, the Board adopted Ordinance No. 06-66, providing additional penalty for civil traffic violations to fund driver education programs.

In October 2016, pursuant to resolution R-08-197, availability of FY 2016-17 funding was publicly noticed to both public and non-public schools in Manatee County, which have "secondary" level students (high school) and are eligible to receive these funds.

An agreement is needed at this time to reimburse the School District of Manatee County for services rendered and the purchase of one fleet vehicle during the period of October 1, 2016, through September 30, 2017, in the amount of \$175,000.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records Emailed, interofficed 2/9/17

Provide one fully executed agreement to Neighborhood Services, to the attention of Allen Donahue, and a copy to [budget@mymanatee.org](mailto:budget@mymanatee.org).

Cost and Funds Source Account Number and Name

Slosberg Funds

Amount and Frequency of Recurring Costs

\$175,000

Attachment: [2016-17 Slosberg Funding Agreement with Manatee County School District.pdf](#)

Attachment: [2017 BA Doris Slosberg Driver's Ed.pdf](#)

Attachment: [B-17-031 Slosberg Drivers Ed.pdf](#)



**BUDGET REVISION REQUEST FORM**

1) <b>Intradept Transfer</b>		<b>FMD/LIT#</b>	LIT17-
<b>Budget Amend.</b> (Identify with "x")	X	<b>BA#</b>	B-17-031
2) <b>Reference #:</b>			
<b>Batch #:</b>			
<b>FMD Approval:</b>			
<b>Date:</b>	January 23, 2017		
<b>To:</b>	Financial Management Department		
<b>From:</b>	Cheri Coryea, Director Community Services		3468
<b>Contact:</b>	Edward Parrimon, Fiscal Analyst		3469
			(Phone Ext)

3) **Background:**  
 The purpose of this budget amendment is to create the budget to cover the anticipated costs for the FY2017 Driver's Education Program contract with the Manatee County School Board.

4)	Fund	Section	Object	Revenues	Expenses	JL Key	Activity	Amount
	001	0990002	599000		(175,000)			
	001	0950045	582000		175,000			
				-	-			-