

In Re: Clay County Agreement/Contract No. 02/03-91

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF EXPENSES FOR TRAFFIC EDUCATION PROGRAM

This First Amendment to Interlocal Agreement for Reimbursement of Expenses for Traffic Education Program (this Instrument) is made and executed as of this 22nd day of May, 2012, between **CLAY COUNTY, a political subdivision of the State of Florida** (the County), and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (the CCSB).

Recitals

WHEREAS, the County and the CCSB (the Parties) heretofore have entered into that certain Interlocal Agreement for Reimbursement of Expenses for Traffic Education Program dated as of the 11th day of March, 2003, and designated by the County as Clay County Agreement/Contract No. 02/03-91 (the Interlocal Agreement); and,

WHEREAS, the Interlocal Agreement sets forth the terms and conditions under which the County will reimburse the CCSB from the Program Fund defined therein for certain expenses incurred by the CCSB in operating the Traffic Education Program defined therein; and,

WHEREAS, the Parties desire hereby to amend the Interlocal Agreement to include within the definition of "Direct Educational Expenses" established under paragraph 1 thereof compensation for teachers/instructors providing services in said Traffic Education

Program and,

WHEREAS, the Parties further desire to amend the Interlocal Agreement to revise a certain payment act reference, to require from the CCSB detailed itemizations for the Direct Educational Expenses for which reimbursement may be sought, and to provide for certifications and indemnification from the CCSB regarding the Direct Educational Expenses and the Traffic Education Program.

Witnesseth

In consideration of the foregoing recitals, the Parties agree as follows:

1. Paragraph 1 of the Interlocal Agreement is hereby amended to read in its entirety as follows:

1. For purposes of this Interlocal Agreement, the term "Direct Educational Expenses" shall mean and be limited to expenses paid by the CCSB on and after the effective date of this Interlocal Agreement for the following:

(a) The purchase of driving simulators, driver education text books, driver training films on recorded media, driver education related computer software, and driver training automobiles (Program Assets) used exclusively in providing the Traffic Education Program;

(b) The repair and maintenance of such simulators;

(c) Contracts for maintenance of such simulators; and,

(d) That portion of any compensation paid to teachers/instructors for services rendered on and after May 22, 2012, in providing training and instruction to students in the Traffic Education Program.

2. Paragraph 3 of the Interlocal Agreement is hereby amended to read in its entirety as follows:

3. The CCSB may apply to the County for reimbursement of Direct Educational Expenses no less than monthly. Each application submitted on and after May 22, 2012, must set forth a detailed itemization of the Direct Educational Expenses for which reimbursement is sought. Such reimbursement shall be dollar-for-dollar, and shall be limited to the unencumbered and unexpended proceeds of the Traffic Education Program Charge remitted into the Program Fund at the time of reimbursement, as well as to the amount budgeted by the BCC therefor. The County's obligation to remit reimbursement of any Direct Educational Expenses under this Interlocal Agreement

shall arise only upon receipt by the County of proof that such Direct Educational Expenses have been actually incurred and paid by the CCSB. Such proof shall consist of documentation conforming to the reasonable requirements of the County as specified by the County's Finance Director, including but not limited to copies of invoices and checks (Proof Documentation). The Proof Documentation for each reimbursement application submitted on and after May 22, 2012, must include a certificate (the Certificate) from the CCSB's Assistant Superintendent for Business Affairs or such person's equivalent stating (i) that all itemizations in the reimbursement application are limited to Direct Educational Expenses; (ii) that all such itemizations are for enhancements, and not replacements, of driver education program funds within the meaning of the Statute; (iii) that a minimum of thirty percent of a student's time in the Traffic Education Program is behind-the-wheel training within the meaning of the Statute; and, (iv) should the Statute be amended to impose other requirements, restrictions or limitations, that the CCSB and the reimbursement application are in compliance with the same. The payment of any

reimbursement by the County under this Interlocal Agreement shall be made in accordance with the Local Government Prompt Payment Act. The CCBS shall fully and completely indemnify, hold harmless, protect and defend the Indemnitees described below from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, fines, losses, liabilities, interests, attorneys fees, costs and expenses of whatsoever kind or nature (collectively, Exposures) against the Indemnitees that may arise out of the County's reimbursement of the Direct Educational Expenses from the Program Funds where such Exposures are based in whole or in part upon facts or assertions that are contrary to or inconsistent with the Proof Documentation and the Certificates. The COA shall also fully and completely indemnify, hold harmless, protect and defend the Indemnitees from any and all Exposures against the Indemnitees that may result from any actions or omissions by or attributable to the CCSB that disqualify the use of the Program Funds for the Traffic Education Program. For purposes of this paragraph the term "Indemnitees" shall mean and include any and all of the County, the BCC, and any and all of the principals, employees, officers, contractors and

agents of the County and the BCC. The obligation on the part of the CCSB to defend the Indemnitees includes the hiring of competent counsel to represent them at the CCSB's sole expense and the payment of all litigation costs, both at the administrative level, the trial court level, and any appellate court level.

3. As amended hereby, the Interlocal Agreement remains in full force and effect in accordance with its terms, but shall not be deemed amended except as expressly provided herein.

4. This Instrument shall be deemed effective as of the date and year first above-written.

IN WITNESS WHEREOF, the Parties have caused this Instrument to be executed on behalf of each.

CLAY COUNTY, a political subdivision
of the State of Florida, by its Board
of County Commissioners

By: _____
DOUGLAS P. CONKEY
Its Chairman

ATTEST:

S. C. KOPELOUSOS
County Manager and
Clerk of the Board

APPROVED ON BEHALF OF CLAY COUNTY AS
TO FORM AND LEGAL SUFFICIENCY ONLY

MARK H. SCRUBY
County Attorney

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
CAROL Y. STUDDARD
Its Chairman

ATTEST:

BEN WORTHAM
Superintendent of Schools
Clay County, Florida

APPROVED ON BEHALF OF THE SCHOOL
BOARD AS TO FORM AND LEGAL
SUFFICIENCY ONLY

J. BRUCE BICKNER
School Board Attorney

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