

**INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF EXPENSES
FOR TRAFFIC EDUCATION PROGRAM**

This Interlocal Agreement for Reimbursement of Expenses for Traffic Education Program (this Interlocal Agreement) is made and executed as of this ___ day of _____, 2011, 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, pursuant to the authority provided in Section 318.1215, Florida Statutes (the Statute), the Board of County Commissioners of the County (the BCC) has adopted an ordinance creating Sec. 2-1.7 of the Clay County Code (Sec. 2-1.7) by which it has required the clerk of the court to collect, in addition to any fees, fines, surcharges or costs otherwise provided for by law, a charge of Three Dollars (\$3.00) with each civil traffic penalty (the Traffic Education Program Charge), and to remit the same to the BCC; and,

WHEREAS, the BCC established the Traffic Education Program Fund under Sec. 2-1.7 (the Program Fund) into which all Traffic Education Program Charges remitted to the BCC shall be deposited; and,

WHEREAS, pursuant to the Statute and Sec. 2-1.7, all Traffic Education Program Charges deposited into the Program Fund are to be

used for the purpose of funding traffic education programs in public and non-public schools and are to be used only for direct educational expenses and not for administration; and,

WHEREAS, the CCSB maintains a traffic education program in the public schools (the Traffic Education Program); and,

WHEREAS, certain of the expenditures made by the CCSB in providing the Traffic Education Program are direct educational expenses within the meaning of the Statute and Sec. 2-1.7; and,

WHEREAS, by means of this Interlocal Agreement the parties desire to establish the terms and conditions under which the County shall reimburse the CCSB from the proceeds of the Traffic Education Program Charge remitted into the Program Fund for certain direct educational expenses incurred by the CCSB in providing the Traffic Education Program.

Witnesseth

In consideration of the foregoing recitals, the parties to this Interlocal Agreement agree 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; and,
- (c) Contracts for maintenance of such simulators.
- (d) Salaries for teachers/instructors.

2. The County agrees to reimburse the CCSB for Direct Educational Expenses from the proceeds of the Traffic Education Program Charge remitted into the Program Fund.

3. The CCSB may apply to the County for reimbursement of Direct Educational Expenses no less than monthly. 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 payment of any reimbursement

by the County under this Interlocal Agreement shall be made in accordance with the Florida Prompt Payment Act.

4. All Program Assets purchased by the CCSB for which reimbursement has been made by the County under this Interlocal Agreement (Reimbursed Assets) shall be used by the CCSB exclusively for providing the Traffic Education Program, and for no other purpose.

5. In the event the CCSB shall determine to dispose of any Reimbursed Asset by selling the same to a third party, the proceeds of such sale must be used by the CCSB only for the purchase of other Program Assets. In the event the CCSB shall determine to dispose of any Reimbursed Asset by transferring the same to a third party without consideration, the CCSB shall first offer to transfer the same to the County for no consideration. In the event the CCSB shall determine to discontinue providing the Traffic Education Program, it shall offer to transfer all Reimbursed Assets then held by the CCSB to the County without consideration. The provisions of this paragraph shall not apply to any Reimbursed Asset with respect to which the useful life thereof for service to the Traffic Education Program has been exhausted under generally accepted accounting principles.

6. The CCSB shall maintain suitable records demonstrating its compliance with the requirements of paragraphs 4 and 5 of this

Interlocal Agreement, including inventory control records. Upon demand by the County made from time to time, the CCSB shall provide proof to the County that the Reimbursed Assets are being used exclusively for providing the Traffic Education Program, and shall permit the County to examine such records. Such records shall be maintained through the period that this Interlocal Agreement remains in effect, and for three years following its termination.

7. This Interlocal Agreement may only be modified by written agreement between the parties and may be terminated without cause by either party by providing the other party 180 days' prior written notice. The obligations of the CCSB arising under paragraphs 4, 5 and 6 of this Interlocal Agreement shall survive such termination. Direct Educational Expenses made by the CCSB on or after the effective date of such termination shall not be eligible for reimbursement. The proceeds of the Traffic Education Program Charge remitted into the Program Fund on and after the effective date of such termination shall not be available for reimbursement of any Direct Educational Expenses made by the CCSB prior to such date. All requests by the CCSB for reimbursement of eligible Direct Educational Expenses (Reimbursement Requests) must have been received by the County no later than the thirtieth day immediately following such date. Any other provisions of this Interlocal Agreement to the contrary notwithstanding, the County

shall have no obligation to pay any reimbursement for any Reimbursement Requests received by the County after such thirtieth day, and for any Reimbursement Requests for which complete and final Proof Documentation has not been received by the County by such thirtieth day.

8. This Interlocal Agreement shall be deemed effective as of the date and year first above-written.

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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on behalf of each.

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

By: _____

Its Chairman

ATTEST:

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: _____

Its Chairman

ATTEST:

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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