

# Teen Driver Program Agreement

Agreement is made to take effect the 1st day of August, 2021 by and between the Santa Rosa County ("SRC"), Santa Rosa County School Board ("School Board"), and the Santa Rosa County Sheriff's Office ("SRSO").

**WHEREAS**, Florida Statute §318.1215 allows Florida counties to collect an additional five dollars (\$5.00) for each civil traffic penalty with the funds being used to fund enhanced driver education programs in public and nonpublic schools (the "Dori Slosberg Driver Education Safety Act");

**WHEREAS**, the Santa Rosa County Board of County Commissioners has authorized Santa Rosa County to collect an additional five dollars (\$5.00) for each civil traffic penalty in accordance with Florida Statute §318.1215;

**WHEREAS**, Santa Rosa County places said fines in a fund to be used for education expenses related to enhanced driver education programs offered by public and nonpublic schools;

**WHEREAS**, the Santa Rosa County School Board does not currently offer an enhanced driver education program to its student, but desires to do so;

**WHEREAS**, the Santa Rosa County Sheriff's Office currently offers an enhanced driver education program known as the "Teen Driver Program" and is in a position to expand the program to all Santa Rosa County public and nonpublic students.

**THEREFORE**, the parties agree as follows:

- 1.0 Teen Driver Program** – The SRSO will offer the Teen Driver Program to children ages fifteen (15) through nineteen (19). The program is designed to help make teens in our county better drivers through classroom and behind the wheel experiences in "real world" emergency situations.
- 2.0 Instructors** – All instructors shall be members of the SRSO. All instructors shall be certified through the Florida Department of Highway Safety and Motor Vehicles as a Commercial Driving School Instructor.
- 3.0 Class Schedule** - A Teen Driver Class will be held at least once per month provided, however, that the SRSO may hold additional classes if sufficient resources and instructors are available to do so. Classes will one ten (10) hour session to be held on a Saturday. The classroom portion of the program will be

held at the SRSO training room located at their administration offices. The behind the wheel portion will be held in an empty lot as determined by the SRSO.

- 4.0 Notice to Students** - SRSO shall provide notice of classes including dates and times to all of the schools (public and nonpublic) located in Santa Rosa County. Each of the schools provided notice shall then notify their students in the communication format of their choice. SRSO shall also post all events on Eventbrite.com to notify any children not enrolled in a traditional school.
- 5.0 Student Registration** – All students shall register through the Eventbrite.com website or any other website selected by the SRSO in the future. Each event will be listed as a separate event. Participation is at no charge to the students.
- 6.0 Student Participation Requirements** – Each participant and his or her parent or legal guardian, if the participant is a minor, must complete the entire packet of paperwork provided by the SRSO. To be eligible for participation, each student must have a valid driver license or learner's permit. In addition, each student shall provide proof of valid vehicle insurance. Such policy may be either owned by the student him or herself or the student may be a listed insured driver on a policy owned by her or per parent or legal guardian. Each student shall be responsible for providing his or her own vehicle for the class.
- 7.0 Reimbursement**
  - 7.1 Per Driving Class Costs.** School Board hereby consents and agrees to SRC directly reimbursing the SRSO for class expenses. The amount of reimbursement will be \$5,400.00 for each class it administers. Such reimbursement will include expenses for instructors, fuel costs, t-shirts for each participant, lunch, and refreshments.
  - 7.2 One-time and Intermittent Costs.** School Board hereby consents and agrees to SRC also directly reimbursing SRSO for other items needed for the operation of such classes. Such items include, but are not limited to traffic cones, "easy drift" tires, polo shirts for instructors, coolers, storage cabinets, storage trailers, generators, compressors, floor jacks, and cooling fans.
  - 7.3 Total Reimbursement.** Reimbursements under this Section 7 shall be funded exclusively from the "Drivers Education Safety Trust Fund" established by SRC in Section 2-274 of the Santa Rosa County Ordinances. Prior to initiating a driving class, SRSO and the School Board will verify with SRC the availability of sufficient funds within the Drivers

Safety Trust Fund. No reimbursement from SRC shall exceed the unencumbered amount available in the Drivers Education Safety Trust Fund.

- 8.0 Term of Agreement** - The term of this agreement shall commence on August 1, 2021 and shall continue until terminated by the parties of this Agreement.
- 9.0 Termination** – This Agreement may be terminated by any of the parties to the Agreement with 90-day written notice to the other parties.

**10.0 Indemnification**

Consistent with section 768.28, Florida Statutes, Santa Rosa County, the Santa Rosa County Sheriff's Office, and The Santa Rosa County School Board agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after Santa Rosa County, the Santa Rosa County Sheriff's Office, and the Santa Rosa County School Board assumed the obligations of this Agreement.

Santa Rosa County, the Santa Rosa County Sheriff's Office, and the Santa Rosa County School Board will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name the other party as an additional insured. A certificate of insurance will be furnished by each party to the other within ten business days from the execution of this agreement. A party's failure to timely provide such insurance shall permit the other party to immediately terminate this agreement. This section shall not be deemed to imply, directly or indirectly, that either party to this agreement has waived sovereign immunity; the parties expressly **do not waive their right to sovereign immunity** as may be granted to either or both parties by the Florida Statutes. The Florida Constitution, or other laws of the State of Florida.

**11.0 Governing Law.** This Agreement shall be governed by, and subject to the laws of the State of Florida. In the event legal action is commenced regarding this Agreement, the parties agree that venue shall lie in Santa Rosa County, Florida.

**12.0 Severability.** If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by

any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first written above.

By: \_\_\_\_\_  
Superintendent Karen Barber  
SANTA ROSA COUNTY SCHOOL BOARD

By: \_\_\_\_\_  
Sheriff Robert "Bob" Johnson  
SANTA ROSA COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Dave Piech, Chairman  
SANTA ROSA COUNTY COMMISSIONERS