

**INTERLOCAL AGREEMENT FOR
COMMERCIAL DRIVER LICENSE TRAINING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the Charlotte County Public Schools, a school district organized and existing under the laws of the State of Florida (“School District”) and the City of North Port, Florida, a municipal corporation of the State of Florida (“City”); the School District and City are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the School District has extensive experience and expertise in providing Class A/B/C Commercial Driver’s License (“CDL”) Entry Level Driver Training (“Training”) and the Florida Highway Safety and Motor Vehicles (“FLHSMV”) CDL testing to its employees; and

WHEREAS, the School District currently provides CDL Training and FLHSMV CDL State testing to its employees through its Transportation Operations Department and is registered in the Federal Motor Carrier Safety Administration (“FMCSA”) Training Provider Registry (“TPR”) as an authorized CDL training and State FLHSMV CDL testing site; and

WHEREAS, the City does not currently provide and has a need for CDL Training and FLHSMV CDL State testing for its employees; and

WHEREAS, the Parties believe that a joint service arrangement would provide cost savings, improved levels of service, greater efficiency of service operations and the establishment of a previously unavailable service; and

WHEREAS, the Parties desire to enter into this Agreement and provide Training for job requirements of City employees.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are true and correct and are incorporated into this Agreement by reference.

2. EFFECTIVE DATE

This Agreement will become effective on the date the last participant approves or executes it (“Effective Date”).

3. TERM AND TERMINATION

A. Term. This Agreement will remain in effect for five (5) years from the Effective Date (“Initial Term”).

B. Renewal.

- (1) Following the Initial Term, this Agreement shall automatically renew on an annual basis unless it is terminated by either party in writing in accordance with the terms in paragraph 3.C. below.
- (2) The City Commission authorizes the City Manager to approve and execute all renewal agreements on behalf of the City when the City's financial obligation under this Agreement do not change.

- C. Termination. This Agreement may be terminated with or without cause by either party. Any such termination shall be affected by the delivery of a written notice of termination to the other party at least thirty (30) days before the date of termination, specifying the extent to which performance of the Training under the Agreement is terminated and the date upon which such termination becomes effective. The City Commission authorizes the City Manager to terminate this Agreement when termination is in the best interests of the City.

4. SERVICES

- A. School District shall provide Class A/B/C CDL Training and FLHSMV CDL State testing to City employees on a cooperative basis.
- B. School District must provide City employees all aspects of the Class A/B/C CDL Training and FLHSMV CDL State testing, including but not limited to instruction, testing, certification, and any necessary training materials.
- C. The City shall provide its own CDL Class A/B/C equipment (for Class A vehicles: NO double or triple trailers. Tankers must be empty and declared inoperable by the agency having jurisdiction) for FLHSMV CDL State training and testing. Vehicles must be well maintained, properly insured, and registered with Florida Department of Transportation ("FDOT"), and current FDOT vehicle safety inspections, if required.
- D. Each Participant shall ensure that their participating employees meet the necessary requirements and are eligible for Class A/B/C CDL Training and FLHSMV CDL State testing.

5. COSTS

Each Participant shall bear a cost for the services provided as follows:

- A. The cost to the City for School District's Class A/B/C CDL Training shall be set at \$1,500.00 for the first thirty (30) calendar days, and an additional \$500.00 per every ten (10) days of additional CDL Training required. FLHSMV CDL State testing for CDL Class A is \$300.00 per each initial test; for CDL Class B and C the cost is \$250.00 per initial test; and all CDL retests are \$150.00 each.
- B. If the City establishes a Training program, then the CDL skills course work flat rate fee shall be \$50.00 per hour. Times for CDL skills practice must be scheduled in advance to not interfere with normal school bus operations. CDL skills must be performed providing the City's own CDL Class A/B/C equipment as outlined herein.

6. INDEMNIFICATION

THE SCHOOL BOARD AND CITY AGREE TO INDEMNIFY AND SAVE HARMLESS THE OTHER PARTICIPANT, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIM, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTICIPANT AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTICIPANT'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTICIPANT'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTICIPANT UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTICIPANT SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTICIPANT IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTICIPANT WITHOUT THE CONSENT OF THE INDEMNIFYING PARTICIPANT. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. DISPUTE RESOLUTION

In the event of a dispute between the School Board and the City under this Agreement, the City Manager and the School Board Superintendent or their respective designee(s) shall review the dispute and negotiate a mutually acceptable resolution. Any dispute not resolved by the designee(s) shall be referred to the City Manager and the School Board Superintendent to come to a mutually acceptable resolution. In the event the City Manager and the School Board Superintendent are unable to agree, the matter shall be referred to the respective Commission/Board, who must hold a joint meeting to resolve the matter. If the matter is not resolved at the joint meeting of the Commission/Board, the parties may avail themselves of any other available legal rights or remedies available. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

8. NOTICE

All notices required by this Agreement shall be in writing and delivered to the intended Participant as follows. Delivery must be made by hand; by United States Postal Service certified mail, return receipt requested; or by a nationally recognized overnight courier service which provides for proof of delivery. Delivery by email is sufficient if followed by delivery of a confirmation copy by one of the means set forth above.

To Charlotte County Public Schools:

Charlotte County Public Schools
Attn: Transportation Operations Department
1445 Education Way
Port Charlotte, FL 33948

with a copy to:

Charlotte County Public Schools
Attn: Superintendent
1445 Education Way
Port Charlotte, FL 33948

Shumaker, Loop and Kendrick, LLP
Attn: Michael R. McKinley, Esq.
240 s. Pineapple Ave., 10th Floor
Sarasota, FL 34236

To City of North Port, Florida:

City of North Port, Florida
Attn: City Manager
4970 City Hall Boulevard
North Port, Florida 34286

with a copy to:

City of North Port, Florida
Attn: City Attorney
4970 City Hall Boulevard
North Port, Florida 34286

9. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement is the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- C. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.
- D. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either Participant of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other Participant.
- E. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- F. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- G. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by the parties and incorporated into this Agreement. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's

authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.

- H. Assignment. No Participant may assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- I. Non-discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services.

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

(Space intentionally left blank. Signatures on following pages.)

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

By: _____
Cara Reynolds, Chairperson

Date: _____

ATTEST:

By: _____
Mark Vianello, Superintendent

APPROVED AS TO FORM:

By: _____

Attorney for the School Board of
Charlotte County, Florida

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

THE CITY OF NORTH PORT, FLORIDA

Barbara Langdon – Mayor of North Port

ATTEST:

By: _____
Heather Faust, MMC – City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, B.C.S.
City Attorney