

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR
COMMERCIAL DRIVER LICENSE TRAINING
BETWEEN CHARLOTTE COUNTY PUBLIC SCHOOLS AND THE CITY
OF NORTH PORT, FLORIDA**

THIS FIRST AMENDMENT to the Interlocal Agreement for Commercial Driver License Training for increased training costs ("First Amendment") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida and whose address is 4970 City Hall Boulevard, North Port, Florida 34286 ("City") and the Charlotte County Public Schools, a school district organized and existing under the laws of the State of Florida ("School District").

RECITALS

WHEREAS, on or around November 14, 2023, the parties entered into the Interlocal Agreement for Commercial Driver License Training (the "Original Agreement"); and

WHEREAS, the parties mutually desire to amend the Original Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT SECTION 5 – COSTS

Section 5, Paragraph A of the Original Agreement is amended in its entirety to read as follows:

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/B/C is \$300.00 per each initial test; and all CDL retests are \$150.00 each.

3. ORIGINAL AGREEMENT SECTION 7 – DISPUTE RESOLUTION

Section 7 of the Original Agreement is amended in its entirety to read as follows:

In the event of a dispute between the School District and the City under this Agreement, the City Manager and the School District 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 District Superintendent to come to a mutually acceptable resolution. In the event the City Manager and the School District Superintendent are unable to agree, the parties may avail themselves of any other available legal rights or remedies. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

IN WITNESS HEREOF, the parties have executed this First Amendment as follows.

(This space intentionally left blank; signature pages follow)

ATTEST:

By: _____
Mark Vianello, Superintendent

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Charlotte County, Florida
Signed: MRM
Date: December 2, 2025

SCHOOL DISTRICT:

THE SCHOOL BOARD OF CHARLOTTE COUNTY,
FLORIDA

By: _____
John LeClair, Chair

Date: _____

Approved by the City Commission of the City of North Port, Florida on _____, 20__.

THE CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY