

FIRST RENEWAL AND AMENDMENT TO THE INTERLOCAL AGREEMENT  
BETWEEN THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA AND  
BREVARD COUNTY, FLORIDA FOR THE PROVISION OF CLASS B CDL  
CERTIFICATION AND THE SHARING OF PROPERTY

THIS FIRST RENEWAL AND AMENDMENT TO THE INTERLOCAL AGREEMENT ("First Renewal and Amendment") is made and entered the date of last signature below, by and between the School Board of Brevard County, Florida, the governing body of the School District of Brevard County, Florida, hereinafter referred to as the "SCHOOL BOARD", and Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY previously entered into an Interlocal Agreement with the SCHOOL BOARD effective April 20, 2021 for CDL Class B testing and training services ("Original Agreement"), which is incorporated herein by this reference; and

WHEREAS, the initial term of the Original Agreement ends on February 5, 2024, and, subject to the approval of both parties, the Original Agreement may be renewed by both parties for three (3) additional one (1) year periods; and

WHEREAS, the COUNTY desires to continue contracting with the SCHOOL BOARD only for CDL program testing of Brevard County Public Works employees; and

WHEREAS, this is the first renewal of and first amendment to the Original Agreement and the parties hereto desire to renew the term of the Original Agreement for an additional one (1) year continuing through February 5, 2025.

NOW THEREFORE, the COUNTY and SCHOOL BOARD covenant and agree that they have full power and authority to enter into this First Renewal and Amendment and bind their respective governmental entities as follows:

- (1) Recitals: The parties confirm and agree that the above recitals are true and correct and incorporated their terms and provisions herein for all purposes.
- (2) Renewal: Notice is hereby given that the Original Agreement is hereby renewed pursuant to the term provision set forth therein for an additional one (1) year, continuing through February 5, 2025.
- (3) Scope of Work for Proficiency Training and Evaluation of Testing: The Scope of Work is hereby amended as follows:  
Beginning on the Effective Date, the SCHOOL BOARD, through the Transportation department, will provide personnel qualified to provide

~~Proficiency Training and Required Testing to the COUNTY to obtain a CDL license as follows:~~

~~A. The CDL Training course will be offered on an agreed upon date established by the Transportation department. The course will be a maximum of 40 hours in length. The COUNTY must notify the SCHOOL BOARD two weeks before the course start date of the number of students attending.~~

~~B. CDL training will cover all requirements as defined in the Federal Motor Carrier Safety Regulations, section 380, Appendix A and Appendix B.~~

~~A. C. Upon completion of the course, Students will be tested through the Transportation department. Testing may begin after instruction is provided. Results of the test will be provided to the COUNTY within three (3) days of completion of the test. In the case of failure on any one section, the student will have five (5) business days to schedule an appointment for retest. Receipt of passed test can be sent to employer upon request.~~

~~B. D. The COUNTY will be responsible for providing the vehicles to be used during the course and for testing. These vehicles must be classified as a Class B vehicle with a GVWR of over 26,001 pounds.~~

- (3) Counterparts: This First Renewal and Amendment may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same instrument.
- (4) Provisions: All terms and conditions of the Original Contract, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Renewal and Amendment shall remain in full force and effect.
- (5) Effective Date and Recording: The effective date of this First Renewal and Amendment shall be the date on which it is recorded with the public records in and for Brevard County, Florida. The COUNTY shall be responsible for recording a fully executed original of this First Renewal and Amendment and shall return a recorded copy to the SCHOOL BOARD.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals executed by their duly authorized representatives on the date of last signature below.

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Dr. Michael D. Miller, Director of Transportation

APPROVED AS TO FORM:

\_\_\_\_\_  
School Board Attorney

ATTEST:

BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk

\_\_\_\_\_  
Jason Steele, Chair

As approved by the Board on: \_\_\_\_\_

REVIEWED FOR LEGAL FORM AND  
CONTENT SOLELY FOR BREVARD COUNTY:

  
\_\_\_\_\_  
Deputy County Attorney