



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.11.

5/18/2021

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### Subject:

Approval Re: Interlocal Agreement with the School Board of Brevard County for Class B Commercial Driver's License Certification and the Sharing of Property

### Fiscal Impact:

None

### Dept/Office:

Public Works/Road and Bridge

### Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with the School Board of Brevard County for Class B Commercial Driver's License Certification and the Sharing of Property.

### Summary Explanation and Background:

Most positions within Public Works/Road and Bridge require a minimum of a Class B Commercial Driver's License (C.D.L.). In the past, Solid Waste provided C.D.L. testing to County employees at their facility located in Cocoa via a Third-Party Administrator agreement with the Florida Department of Highway Safety and Motor Vehicles. C.D.L. testing is no longer provided by Solid Waste since the retirement of the County's qualified Third-Party Tester. As such, Road and Bridge staff coordinated with the School Board in the interim to provide these services to the County. Public Works is working to become qualified as a Third-Party Administrator for Class A and B C.D.L. training and testing.

The Interlocal Agreement outlines the terms and conditions of this partnership. The School Board will provide Class B C.D.L. training instruction and testing of Brevard County Public Works employees. Additionally, the School Board will allow the use of its property, located at 2700 Judge Fran Jamieson Way, Viera, to be used for Class B C.D.L. training and testing. These services will be provided by the School Board at no cost to the County although the County is responsible for vehicles used during the course and testing. The County and the School Board determined it would serve a public purpose to utilize each other's resources for Class B C.D.L. training and testing. Per Administrative Order 29, the County Attorney's Office and Risk Management have reviewed and approved the Interlocal Agreement.

### Clerk to the Board Instructions:

Please return the fully executed Interlocal Agreement to the Public Works Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

May 19, 2021

**MEMORANDUM**

**TO:** Marc Bernath, Public Works Director

**RE:** Item F.11., Interlocal Agreement with the School Board of Brevard County for Class B Commercial Driver's License Certification and the Sharing of Property

The Board of County Commissioners, in regular session on May 18, 2021, approved and authorized the Chair to execute the Interlocal Agreement with the School Board of Brevard County for Class B Commercial Driver's License, Certification, and the sharing of property. Enclosed is fully-executed Agreement.

**Upon recordation, please return the recorded Agreement to this office for inclusion of the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

  
Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

This corrective Interlocal Agreement is being recorded to correct that certain Interlocal Agreement recorded in Official Records Book 9133, Page 1723, of the Public Records of Brevard County, Florida to correct Board approval date. Board approval date is May 18, 2021.

Brevard  
Public  
Schools

Agreement #: 21-392-A-JE  
Approval Date: \_\_\_\_\_

**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**

**NOW THEREFORE**, this **INTERLOCAL AGREEMENT** ("Agreement") is entered into by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA** ("SCHOOL BOARD") and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY").

**RECITALS**

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Fla. Stat., the COUNTY and the SCHOOL BOARD mutually desire to enter into an agreement for the purposes of providing Class B CDL certification; and

**WHEREAS**, the SCHOOL BOARD by and through its Transportation department, desires to contract with the COUNTY for Class B CDL certification service; and

**WHEREAS**, the SCHOOL BOARD, located at 2700 Judge Fran Jamieson Way, Viera, FL 32940 ("School Property"), is to be used specifically for CDL testing and training; and

**WHEREAS**, the COUNTY desires to contract with the SCHOOL BOARD for use of the School Property to be used for Brevard County Public Works CDL program testing; and

**WHEREAS**, the COUNTY desires to contract with the SCHOOL BOARD for services to provide CDL Training Instruction and Evaluation of Brevard County Public Works employees; and

**WHEREAS**, the COUNTY and the SCHOOL BOARD have determined that it would serve a public purpose to utilize each other's resources for the purposes described in this Agreement.

**NOW, THEREFORE**, the parties, for and in consideration of the mutual agreements hereinafter contained, do contract and agree as follows:

1. **RECITALS**. The parties confirm and agree that the above recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **TERM/TERMINATION**.

A. This Agreement will begin on the date last signed by the parties ("Effective Date") and will terminate at the end of the business day on February 5, 2024.

21-392-A-JE Class B CDL Certification Training

B. This Agreement may be renewed for three (3) additional one (1) year periods contingent upon the same terms and conditions, and the satisfactory performance of the parties. Such renewals shall be approved in writing by both parties.

C. Each party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said Agreement should be terminated for convenience as provided herein, the parties will be relieved of all obligations under this Agreement.

3. **SCOPE OF WORK FOR PROFICIENCY TRAINING AND EVALUATION TESTING.**

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.
- 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.
- 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.

**PROPERTY USE**

4. **SHARED PROPERTY USE.** School Board Property.

The COUNTY will, at no cost, use the SCHOOL BOARD Property (defined above) for the CDL program testing. Such use must be scheduled in advance by contacting the SCHOOL BOARD's Designee (the Director of Transportation or his/her designee).

**GENERAL PROVISIONS**

- 5. **ASSIGNMENT.** The parties agree not to assign all or any portion of this Agreement without the prior written consent of the other party. Neither party may enter into subcontracts for any of the work contemplated under this Agreement without the express written approval of the other party. Any and all subcontracts, if approved by the other party, will be subject to all of the terms and conditions of this Agreement and to any other conditions of approval deemed necessary by said other party.

21-392-A-JE Class B CDL Certification Training

6. **LIABILITY AND INSURANCE.** The SCHOOL BOARD and the COUNTY shall handle all liability and claims exposures through common law indemnification principles that shall not deviate from Florida Statute 768.28 requirements for public entities. Nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of either party beyond the limits and protections in Section 768.28, Fla. Stat., as may be amended. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of either party's sovereign immunity protections.
- A. The SCHOOL BOARD designee will be responsible for the oversight and operation of the Transportation department CDL program and is solely responsible for supervising and instructing staff and trainees utilizing the SCHOOL BOARD Property.
- B. The SCHOOL BOARD designee is solely responsible for determining who is eligible to use the SCHOOL BOARD Property for the Transportation department CDL program and will ensure that only qualified staff and trainees use the Property for the sole purpose described in this Agreement.
7. **INDEPENDENT CONTRACTORS.** Each party is acting as an independent contractor and not as an employee or agent of the other party in fulfilling its respective obligations under this Agreement. Each party is responsible for compliance with all labor, healthcare, and tax laws pertaining to each parties' respective officers, agents, and employees. Neither party shall have the authority to enter into any agreements of any kind on behalf of the other, or to bind or obligate the other to any third party.
8. **PUBLIC RECORDS.**
- A. IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE BREVARD COUNTY PUBLIC WORKS CUSTODIAN OF PUBLIC RECORDS AT: (321) 617-7202, ROBERT.HENDRICKS@BREVARDFL.GOV, OR IN PERSON 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL, 32940.
- B. IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

9. **ENTIRE UNDERSTANDING**. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other understanding(s) and agreement(s) by the parties.
10. **GOVERNING LAW & VENUE**. This agreement and all transactions contemplated hereunder will be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any litigation related hereto will be in a court of competent jurisdiction in and for Brevard County, Florida. **THE PARTIES AGREE THAT ANY TRIAL SHALL BE NON-JURY.**
11. **COMPLIANCE WITH LAWS AND POLICIES**. Each party must comply with all applicable federal and state laws, codes, rules, and regulations and both the COUNTY and SCHOOL BOARD policies in performing its duties, responsibilities, and obligations pursuant to this Agreement.
12. **NON-DISCRIMINATION**. The parties agree that no person will be subjected to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.
13. **NO WAIVER OF SOVEREIGN IMMUNITY**. Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, Fla. Stat.. This term will survive the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.
14. **INSPECTOR GENERAL AUDITS**. Each party will comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.
15. **NO THIRD-PARTY BENEFICIARIES**. Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
16. **WAIVER**. A waiver by either party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure to perform.
17. **E-VERIFY**. Both parties shall utilize in the U.S. Department of Homeland Security's E-Verify System to verify the employment of eligibility of all new employees hired by the respective party during the term of this Agreement, and:
  - A. Both parties shall provide an affidavit, upon request, stating that it does not employ, contract with, or subcontract with an unauthorized alien; and
  - B. Any contractors or subcontractors utilized to perform work or provide services pursuant to this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of

21-392-A-JE Class B CDL Certification Training

- all new employees hired by the contractor or subcontractor during the term of the Agreement; and
- C. Each party agrees to maintain records of its participation in and compliance with the provisions of the E-Verify program, including participation by any contractor and subcontractors as provided above, and to make such records available to the other party if requested. This includes maintaining a copy of proof that each party and any contractor/subcontractor is enrolled in the E-Verify Program.
  - D. Compliance with the terms of this section is made an express condition of this Agreement and either party may treat a failure to comply as a material breach.
  - E. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Failure to comply with this provision is a material breach of the Agreement, and either party may choose to terminate the Agreement at its discretion.

18. **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

**AS TO THE COUNTY:**

Jeanette Scott, Contracts Administrator  
Brevard County Public Works  
2725 Judge Fran Jamieson Way  
Viera, FL 32940  
Email: Jeanette.Scott@Brevardfl.gov  
Phone Number: (321)617-7202

**AS TO THE SCHOOL BOARD:**

Dr. Michael Miller, Director, Transportation  
The School Board of Brevard County  
2090 W. Kings Street  
Cocoa, FL 32926  
Miller.Michael@brevardschools.org  
Phone Number: (321)633-3680

**WITH COPY TO:**

School Board Director of Purchasing  
The School Board of Brevard County, Florida  
2700 Judge Fran Jamieson Way  
Viera, FL 32940

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and

21-392-A-JE Class B CDL Certification Training

(c) On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

19. **ATTORNEY'S FEES.** In the event of any litigation arising out of this Agreement, each party shall cover their own respective costs and fees.
20. **AMENDMENT OF AGREEMENT.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
21. **SEVERABILITY.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination will not affect the enforceability or the validity of the remaining provisions of this Agreement.
22. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SIGNATURE PAGE TO FOLLOW**

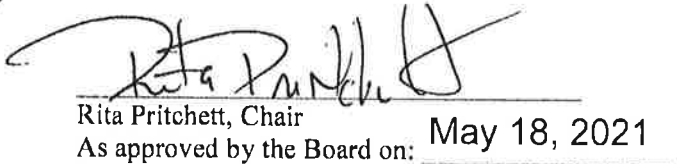
21-392-A-JE Class B CDL Certification Training

**IN WITNESS WHEREOF**, this Agreement has been executed by and on behalf of the SCHOOL BOARD and the County .


**ATTEST:**

**BREVARD COUNTY, FLORIDA**

  
Rachel Sadoff, Clerk

  
Rita Pritchett, Chair  
As approved by the Board on: May 18, 2021

Approved for legal form and content for Brevard County:

 4/6/21  
Assistant County Attorney

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

By: Dr. Michael D. Miller Digitally signed by Dr. Michael D. Miller  
Date: 2021.04.09 08:09:33 -04'00'

Date: \_\_\_\_\_

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# **CONTRACT REVIEW AND APPROVAL FORM**

## **SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b>		<b>2. Amount:</b>	
<b>3. Fund/Account #:</b>		<b>4. Department Name:</b>	
<b>5. Contract Description:</b>			
<b>6. Contract Monitor:</b>		<b>8. Contract Type:</b>	
<b>7. Dept/Office Director:</b>			
<b>9. Type of Procurement:</b>			

## **SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

### APPROVAL

**COUNTY OFFICE**

**YES**

**NO**

**SIGNATURE**

User Agency

Purchasing

Risk Management

County Attorney


## **SECTION III - REVIEW AND APPROVAL TO EXECUTE**

### APPROVAL

**COUNTY OFFICE**

**YES**

**NO**

**SIGNATURE**

User Agency

Purchasing

Risk Management

County Attorney


## **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	
Department	
Program	
Contact Name	
Cost Center, Fund, and G/L Account	
Vendor Information (SAP Vendor #)	
Contract Status, Title, Type, and Amount	
Storage Location (SAP)	
Contract Approval Date, Effective Date, and Expiration Date	
Contract Absolute End Date (No Additional Renewals/Extensions)	
Material Group	
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	
"Right To Audit" Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	