

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/26/2019

Contract/Lease Control #: C09-1770-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/20/2019

Expiration Date: 03/19/2023

Description of Contract/Lease: FLORIDA COMMERCIAL DRIVER LICENSE TESTING

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/1/2009

Contract/Lease Control #: C09-1770-PW

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY

Lessor/Owner: DEPARTMENT OF HIGHWAY SAFETY & MOTOR VEHICLES

Effective Date: 10/27/2007 Cost: \$N/A

Expiration Date: INDEFINITE

Description of Contract/Lease: FLORIDA COMMERCIAL DRIVER LICENSE TESTING

Department Manager: PUBLIC WORKS

Department Monitor: D. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX # OR E-Mail: DSLATERPRYCE@CO.OKALOOSA.FL.US

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

Cc: Finance Dept Contracts & Grants Division

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: COA-1707W Tracking Number: 3097-18

Procurement/Contractor/Lessee Name: FDHSM Grant Funded: YES \_\_\_ NO X

Purpose: Agreement - commercial drivers license admin

Date/Term: ~~indefinite~~ 4yrs 1.  GREATER THAN \$100,000

Amount: NA 2.  GREATER THAN \$50,000

Department: PW 3.  \$50,000 OR LESS

Dept. Monitor Name: Aubrey

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

[Signature] Date: 8-23-18

Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**

Approved as written: NO federal \$

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

Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written:

[Signature] Date: 8-28-18

Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: See email attached

\_\_\_\_\_ Date: 9/6/18

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:

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

Finance Manager or designee

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**DeRita Mason**

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, September 06, 2018 1:26 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: Department of Highway Safety & Motor Vehicles C09-1770-PW

The above referenced agreement is approved for legal purposes.

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**From:** DeRita Mason [mailto:dmason@myokaloosa.com]  
**Sent:** Friday, August 31, 2018 2:39 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: Department of Highway Safety & Motor Vehicles C09-1770-PW

As requested, here is the completed form.

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**From:** Nick Enders  
**Sent:** Friday, August 31, 2018 1:38 PM  
**To:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: Department of Highway Safety & Motor Vehicles C09-1770-PW

Hey DeRita,

Here is a copy of the filled out Contract for legal. I think I got it right. So let me know if I need to fix or do anything else.

Thanks for the help,  
Nick Enders  
WWTP Maintenance Supervisor  
Okaloosa Water and Sewer  
(850)609-7015 Office  
(850)461-4149 Cell  
(850)651-7133 Plant



# County Administrator's Office

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State of Florida

September 17, 2018

Murlene Ward  
Compliance Office  
Monitor for 3<sup>rd</sup> Party Testers  
Department of Highway Safety and Motor Vehicles  
103 Officers Lane  
Defuniak Springs, FL 32433

Dear Murlene Ward,

I have appointed J. Nick Enders, WWTP Maintenance Supervisor, as the new administrator for the Okaloosa County Board of County Commissioners Commercial Driver's License (CDL) Program.

Sincerely,

A handwritten signature in black ink, appearing to read "John Hofstad", written over a large, stylized scribble.

John Hofstad, County Administrator

Cc: Jason Autrey  
Jeff Littrell  
Darren Alford  
J. Nick Enders

Okaloosa County Administration Building  
1250 N Eglin Parkway, Suite 102  
Shalimar, Florida 32579  
(850) 651-7515 • FAX: (850) 651-7551  
Email: [managerinfo@myokaloosa.com](mailto:managerinfo@myokaloosa.com)

**AGREEMENT**

between the

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
and Okaloosa County Board of County Commissioners, a  
COMMERCIAL DRIVER LICENSE THIRD PARTY ADMINISTRATOR**

THIS AGREEMENT is dated as of the date of the last signature by and between the FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES (hereinafter "Department"), and Okaloosa County Board of County Commissioners, a Commercial Driver License Third Party Administrator. (hereinafter, "Third Party Administrator"), who are the parties to this Agreement.

WHEREAS, section 322.56, Florida Statutes, and Rule 15A-7.019, Florida Administrative Code (hereinafter, "F.A.C."), authorize the Department to contract with entities, as defined in the statute, to perform certain duties as Third Party Administrators; and

WHEREAS, commercial driver license (CDL) skills testing is one of the duties authorized by the above-stated statute and rule to be performed by Third Party Administrators; and

WHEREAS, the Parties wish to establish the terms and conditions under which the Third Party Administrator may conduct commercial driver license (CDL) skills testing.

NOW THEREFORE, the Department and the Third Party Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

- I. DEFINITIONS. The following words and terms, when used in this document, shall have the following meanings:
  - A. APPLICANT: An individual who possesses a Commercial Learners Permit (CLP) (Class A, B, or C) and is required to successfully complete the applicable CDL skills test.
  - B. CDL SKILLS TEST: The practical demonstrations of an applicant's skill, knowledge and ability necessary to obtain a CDL and to safely operate a commercial motor vehicle. A CDL skills test consists of three parts: a pre-trip inspection, prescribed basic control maneuvers, and an on-road driving test. A skills test required to remove certain restrictions will include only the relevant portions of the CDL skills test as determined by the Department. A CDL skills test must be conducted only on approved testing sites and designated routes.
  - C. CERTIFICATE: A document issued by the Department authorizing the Third Party Administrator to administer a CDL skills test program.
  - D. COMMERCIAL DRIVER LICENSE (CDL): In Florida's classified licensing system, a Class A, Class B, or Class C driver license, as required to drive commercial motor vehicles in accordance with section 322.54, Florida Statutes.

- E. **COMMERCIAL SKILLS TEST INFORMATION MANAGEMENT SYSTEM (CSTIMS):** A web-based tool that provides the Department the ability to track the scheduling and entry of test results for CDL skills tests by other jurisdictions and Third Party Testers.
  - F. **DEPARTMENT:** The Florida Department of Highway Safety and Motor Vehicles.
  - G. **PAPERLESS WAIVER SYSTEM (PWS):** A web-based means for Third Party Testers to electronically record applicant skills test results.
  - H. **CDL SKILLS TEST PROGRAM (hereinafter "Program"):** The operational activities and oversight involved in the administration of third party CDL skills testing as provided under the terms of this Agreement.
  - I. **TEST SITE NUMBER:** A number assigned by the Department to each approved test site listed in Appendix A to this Agreement.
  - J. **TEST SITE:** Any physical location at which the Third Party Administrator is authorized to conduct CDL skills tests, as set forth in Appendix A to this Agreement.
  - K. **THIRD PARTY ADMINISTRATOR IDENTIFICATION NUMBER (TPA ID):** A unique assigned number issued by the Department to identify the Third Party Administrator.
  - L. **THIRD PARTY ADMINISTRATOR:** A person, an entity of state government, a subdivision of state government, a public or private corporation, a firm, an organization, a school, or an entity of local government certified by the Department to conduct an approved Program.
  - M. **THIRD PARTY TESTER:** An Employee/Independent Contractor administering CDL skills tests at the direction of a Third Party Administrator.
  - N. **EMPLOYEE:** A person who is employed by a Third Party Administrator and receives annually an Internal Revenue Service Form W-2.
  - O. **INDEPENDENT CONTRACTOR:** A person who has a Department-approved contract with the Third Party Administrator, and receives an annual Internal Revenue Service Form 1099.
  - P. **RESPONSIBLE PARTY:** The person executing this agreement on behalf of the Third Party Administrator, a person who is responsible for the day to day operations of the Third Party Administrator, or any owner, manager, partner, or corporate officer of the Third Party Administrator who is directly involved in the delivery of services related to this Agreement.
- II. **ELIGIBILITY**
- A. **APPLICATION:** Prior to entering into this agreement, the Third Party Administrator must submit to the Department a completed Application for Authority to Conduct Third Party Commercial Driver License Testing, including all required documentation. An incomplete application or an application lacking the necessary paperwork will result in the application being denied.

- B. **QUALIFICATIONS:** The Third Party Administrator and Responsible Party must have or maintain the following qualifications:
1. Be 21 years of age or older;
  2. Possess a high school diploma or its equivalent;
  3. Possess a valid Driver License or its equivalent with no cancellations, suspensions, or revocations of the driving privilege for a minimum of three (3) years prior to and for the duration of this Agreement.
  4. Maintain a driving record with no more than three chargeable motor vehicle crashes or any violations defined in Chapter 316, Florida Statutes, during any consecutive three (3) year period during the term of this Agreement.
  5. Have no criminal convictions for offenses bearing on his or her ability to fill a position of trust, including but not limited to alcohol and drug related offenses within the ten (10) years immediately prior to the date of this Agreement, any misdemeanor involving dishonesty or false statement, or a felony at any time.

C. **BACKGROUND CHECK:** The Third Party Administrator, Responsible Party, each tester, and any employee or agent who has or will have access to CSTIMS or the PWS, must submit to a fingerprint-based background check performed by a "Live Scan" Provider with results provided to the Department at the time of application. The background check must be performed within 90 days prior to the date of the application. The Department will notify the Third Party Administrator of any disqualifying background check with the denial of application.

III. **THE DEPARTMENT AGREES TO:**

A. **TESTING AUTHORITY:**

1. Authorize the Third Party Administrator to conduct the CDL skills tests indicated in the checkboxes below pursuant to 49 CFR 383.75, the terms of this Agreement, and applicable provisions of Chapter 322, Florida Statutes, subject to any limitations noted in Section II.A.2:
  - a. Skills (Pre-trip, Basic, Road) Tests for Class A, B, and C  Yes • No
  - b. Skills (Pre-trip, Basic, Road) Tests for Class B and C  Yes • No
2. Authorize the Third Party Administrator to conduct CDL skills tests for:
  - a. CDL applicants to be employed by the Third Party Administrator as commercial vehicle drivers:  Yes • No
  - b. Any CDL applicant:  Yes • No

B. **TECHNICAL ASSISTANCE:** Provide training and interpretive guidance to the Third Party Administrator regarding laws, rules, and procedures for conduct of the Program established under this Agreement.



- C. **ADMINISTRATION AND ENFORCEMENT:** Administer and enforce the provisions of this Agreement.
- IV. **THE THIRD PARTY ADMINISTRATOR AGREES TO:**
- A. **LEGAL COMPLIANCE:** Comply with the following provisions: 49 CFR 383.75; section 322.56, Florida Statutes; all other applicable Florida Statutes; applicable administrative rules of the State of Florida and the Department; and all applicable local ordinances.
- B. **PLACE OF BUSINESS:** Continuously maintain a place of business that includes a permanent, regularly occupied building located within the State of Florida that meets all applicable safety and legal requirements of the federal, state, and local governments.
- C. **FACILITIES AND EQUIPMENT:** Maintain facilities and equipment approved by the Department as follows:
1. At the Department's request, the Third Party Administrator shall provide at least one commercial vehicle designed to transport 3 or more passengers including the driver for the purpose of conducting annual co-scores of the Third Party Administrator's testers. Commercial motor vehicles used to meet requirements of this Agreement shall adhere to the following:
    - a. **Authorized to test Class A, B & C.** A truck tractor/semi-trailer combination vehicle as defined in section 320.01, Florida Statutes, designed to transport 3 or more passengers including the driver is required.
    - b. **Authorized to test Class B & C.** Any single vehicle with GVWR of 26,001 or more pounds including straight trucks and buses designed to transport 3 or more passengers including the driver is required.
    - c. **School Boards/Districts.** Any single vehicle with GVWR of 26,001 or more pounds including straight trucks and buses designed to transport 3 or more passengers including the driver is required.
  2. A paved off-street area permanently marked and meeting all applicable dimensions and specifications for the basic skills portion of the CDL skills test, as provided in the most current version of the American Association of Motor Vehicle Administrators (AAMVA) model CDL Examiner's Manual. The Third Party Administrator must provide the Department with proof of ownership of the facility, or present a current binding lease of the facility with a minimum one-year term.
  3. A Department-approved primary road test route, and one or more approved alternate routes.
  4. Computer tablets as mandated by the Department to score driving tests and transmit skills test results in accordance with Section ~~III~~ <sup>IV</sup> L of this Agreement.

*IV L*

- D. **VEHICLES:** Ensure all vehicles driven on roads (as defined in subsection 320.01(16), Florida Statutes) meet applicable federal and state requirements. This requirement applies to all vehicles driven on roads, whether such vehicles are furnished by the Third Party Administrator or by the applicant.
- E. **DESIGNATED RESPONSIBILITIES:** Designate an individual to be responsible for general compliance with this Agreement, and an individual with specific responsibility for operations at each of the Third Party Administrator's respective test sites. The same individual may be responsible for both general compliance and operations at any single test site. However, a Third Party Tester may be designated as responsible for general compliance with this Agreement only if the Third Party Tester has an ownership interest in the Third Party Administrator.
- F. **TRAINING:** Participate in training as required by the Department pursuant to 49 CFR 384.228.
- G. **THIRD PARTY TESTERS:** Utilize at least one Third Party Tester to conduct CDL skills tests. Each Third Party Tester must have a valid certificate issued by the Department for the type(s) of CDL skills test(s) being conducted. Only those Third Party Testers who maintain current valid certificates may conduct such tests.
- H. **SCHEDULING OF SKILLS TESTS**
1. Submit a written schedule of CDL skills testing appointments to the Department no later than two business days prior to each scheduled test. The entry of a scheduled CDL skills test into CSTIMS satisfies the written notification requirement.
  2. Monitor all Third Party Tester(s) scheduled tests to ensure full compliance with the terms of this Agreement and the provisions of state and federal law.
- I. **THIRD PARTY TESTER RECORDS:** Create and maintain all records and documents required by 49 CFR 383.75. All records and documents required to be maintained pursuant to 49 CFR 383.75, must be immediately available and accessible to the Department upon request. This includes creation and maintenance of a record of each Third Party Tester working for the Third Party Administrator. In addition, the Third Party Administrator shall ensure the following:
1. Each record shall contain documentation of the Third Party Tester's current certification by the Department, employee/independent contractor status, current official state driver record, home address, email address, and telephone number.
  2. The Third Party Administrator must review and update the Third Party Tester driver records at least every six months while the Tester is authorized to administer CDL skills tests at the direction of the Administrator. The Administrator must ensure that each Third Party Tester maintains a valid Commercial Driver License at any time they are authorized to administer CDL skills tests.

3. The Third Party Administrator must maintain records relating to supervision of its Third Party Testers and the conduct of administration of the CDL skills test.
  4. Each record shall be maintained for at least three years after the date the Third Party Tester no longer administers the CDL skills test at the direction of the Third Party Administrator.
- J. **SKILLS TEST CONDUCT:** Create, maintain, and implement a system of oversight and supervision designed to reasonably ensure that each skills test is conducted strictly in accordance with the specifications and procedures prescribed by the Department, as set forth in applicable provisions of Rule 15A-7.012, F.A.C., and the current version of the AAMVA Model CDL Examiners Manual. Each system shall include, at a minimum:
1. Written supervisory procedures and policies;
  2. Annual written certification from Third Party Testers that they understand and have complied with all policies and regulations relating to conducting CDL skill tests;
  3. Unannounced and periodic inspections of each Third Party Tester's activities by the person designated in the application as being responsible for the Third Party Administrator's compliance with this Agreement; and
  4. A requirement for a full investigation of complaints or indications of non-compliance with this Agreement and/or any applicable regulations.
- K. **APPLICANT RECORDS MAINTENANCE:** Maintain for a minimum of three years, at the approved test site, all records of each applicant for whom the Third Party Administrator or its tester(s) conducts any portion of the CDL skills test, whether the applicant passed or failed the test(s).
- L. **PROOF OF RESULTS:** Ensure that all Third Party Testers employed by the Third Party Administrator accurately record the results of all tests they personally conduct in the Department's PWS and CSTIMS, by the first business day following administration of the test, whether the applicant passes or fails.
- M. **SECURITY OF PROGRAM MATERIALS AND COMPUTER TABLETS:** Maintain strict security and accountability for confidential test materials provided by the Department and all computer tablets used to administer and score the CDL skills examination.
- N. **ANTI-DISCRIMINATION AND ACCOMMODATING APPLICANTS WITH SPECIAL NEEDS:** Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252). Comply with sections 553.501 - 553.513, Florida Statutes, and ensure reasonable accommodations to applicants needing special services to include providing American Sign Language interpreters, as necessary, at the Third Party Administrator's cost.

**O. COMPLIANCE MONITORING SUPPORT:**

1. Permit Department or Federal Motor Carrier Safety Administration (FMCSA) representatives to conduct all monitoring activities required by section 322.56, Florida Statutes, and 49 CFR 383.75.
2. Permit unscheduled access to and inspection of test site(s), vehicles used for testing, Third Party Tester records, and applicant records as specified in this Agreement, by Department or FMCSA representatives.
3. Permit the Department, or its representative, to conduct random examinations, inspections, and audits without prior notice.
4. Permit Department and FMCSA representatives to observe any part of any applicant's testing.
5. Refund or waive test fees charged to FMCSA or Department representatives who may pose as applicants for purposes of monitoring compliance with this Agreement.
6. Permit the Department to test, at least annually, at the Third Party Administrator's cost, a sample of applicants approved by the Third Party Administrator for licensure, as required by subsections 322.56 (3)(e) and (4), Florida Statutes.

**P. CERTIFICATES:** Maintain a copy of the authorized Third Party Administrator Certificate at all test site(s).

**Q. MISCELLANEOUS NOTIFICATIONS:** Notify the Department in writing or email:

1. Within five (5) business days of the Third Party Administrator, Responsible Party, or employee or agent who has or will have access to CSTIMS or the PWS, being charged, convicted of, or pleading guilty or no contest to a felony.
2. Within one (1) business day of a lapse in commercial automobile, commercial liability, or employee/independent contractor's compensation insurance.
3. Within one (1) business day of a lapse of the performance bond.
4. At least thirty (30) calendar days in advance of any change of 10% or more of ownership.
5. No less than thirty (30) calendar days prior to any change in the Third Party Administrator's business or agency name, or address.
6. Within ten (10) calendar days of changes of the individual(s) designated to represent the Third Party Administrator as specified in Section III. E.
7. Within ten (10) calendar days of changes of Third Party Testers administering CDL skills tests at the direction of the Third Party Administrator.
8. At least ten (10) calendar days in advance of the date the Third Party Administrator will cease business operations at a test site.

9. Within ten days (10) calendar days of revision of the Third Party Administrator's established testing fees.
  10. Within five (5) calendar days of known or suspected acts or omissions by any employee/independent contractor that violate the terms of this Agreement.
- R. INDEMNIFICATION: Indemnify the state of Florida and the Department:
1. The Third Party Administrator agrees to indemnify, hold, and save the state of Florida, and the Department and its officers, agents, contractors and employees (collectively, also referred to herein as the Department), whole and harmless and, at the Department's option, will defend same from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments of any nature or kind whatsoever recovered from or asserted against the Department on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of the Third Party Administrator or any of its agents, Third Party Testers, employees/independent contractors, licensees, invitees, or any other person in the performance of the obligations imposed or acts authorized by this Agreement.
  2. The Third Party Administrator covenants and agrees that in case the Department is made party to any litigation against the Third Party Administrator, then the Third Party Administrator shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon the Department because of any such litigation.
  3. These terms of indemnification shall be effective unless such damage or injury occurred from the sole negligence, gross negligence or willful misconduct of the Department.
  4. This indemnification shall survive termination or expiration of this Agreement and is applicable to the fullest extent provided by law.
- S. TESTING FEES: Ensure that if the Third Party Administrator charges fees for testing services:
1. The fees are posted to Third Party Administrator's website, if they maintain a website;
  2. The posted fees are paid directly to the Third Party Administrator;
  3. The applicant is issued a receipt for payment in the name of the Third Party Administrator that itemizes the test fees separately from other fees charged; and
  4. A copy of the receipt is retained with the applicant's testing records.
- T. PUBLIC RECORDS: When acting on behalf of the Department, in addition to all other conditions of this Agreement:
1. Keep and maintain public records required by the Department to perform the services described in this Agreement.

2. Notify the Department within five (5) business days of receipt of any public records request.
3. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, attached as Exhibit B, or as otherwise provided by law.
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement term, if the Third Party Administrator does not transfer the records to the Department.
5. Upon termination, cancellation, or expiration of the Agreement, transfer to the Department, at no cost to the Department, all public records in possession of the Third Party Administrator or keep and maintain the public records required by the Department to perform the service.
  - a. Upon the transfer of all public records to the Department upon termination, cancellation, or expiration of the Agreement, the Third Party Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements.
  - b. If the Third Party Administrator keeps and maintains public records upon termination, cancellation, or expiration of the Agreement, the Third Party Administrator shall meet all applicable requirements for retaining public records.
  - c. All records stored electronically must be provided to the Department, upon request from the Department in a format that is compatible with the information technology systems of the Department.
6. Respond to inquiries from the Department regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department.
7. Pursuant to subsection 119.0701(3), Florida Statutes, in the event the Third Party Administrator fails to comply with a public records request, the Department will enforce all Agreement provisions related to public record requests by assessing the following:
  - a. First violation - \$100 penalty.
  - b. Second violation - \$250 penalty.
  - c. More than two (2) violations - \$500 penalty and/or possible termination of this Agreement, depending upon the nature of the noncompliance.

**8. IF THE THIRD PARTY ADMINISTRATOR HAS QUESTIONS  
REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUTES, TO THE THIRD PARTY ADMINISTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, [OGCFiling@flhsmv.gov](mailto:OGCFiling@flhsmv.gov), OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.**

- U. **CDL SKILLS TEST PREPARATION AND TRAINING:** Ensure that no portion of a CDL skills test (pre-trip inspection, basic skills, or road test) is administered to an applicant on the same day as training is provided.
1. This includes any presentation of learning materials, or guided practice conducted or made available to the applicant by the Third Party Administrator.
  2. Nothing in this section precludes applicants from self-directed study and practice on the same day as their CDL skills testing.
  3. Third Party Testers may not administer any portion of the CDL skills test to an applicant they trained.
- V. **DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** Utilize the U.S. Department of Homeland Security's E-Verify system.
1. As required by federal law, the Third Party Administrator must use the U.S. Department of Homeland Security's E-Verify system to verify the status of all new employees/independent contractors hired by the Third Party Administrator during the term of this Agreement.
  2. The Third Party Administrator must include in related subcontracts a requirement that subcontractors performing work or providing services utilize the E-Verify system to verify status of all new employees/independent contractors hired by the subcontractor during the contract term.
- W. **CONVICTED VENDOR LIST:** Inform the Department immediately if, at any time during the Agreement term, the Third Party Administrator is placed on the state-maintained Convicted Vendor List. No person or entity appearing on the Department of Management Services' maintained Convicted Vendor List (as defined in section 287.133, Florida Statutes) may be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, or transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for a period of 36 months from the date placed on

the convicted vendor list. The Third Party Administrator agrees to check this list prior to engaging in any of the activities set forth in this Agreement.

- X. COOPERATION WITH INSPECTOR GENERAL: Cooperate, and ensure that its subcontractors, if any, cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing involving the subject matter of this Agreement, pursuant to subsection 20.055(5), Florida Statutes.
- V. COMPLIANCE AND ENFORCEMENT: The Department may impose penalties for Third Party Administrator non-compliance with the terms of this Agreement as follows:
  - A. ADMINISTRATIVE NON-COMPLIANCE: Failure to meet requirements for scheduling, reporting, notifications, record keeping, and similar acts that do not compromise testing integrity or public safety.
    - 1. First Occurrence: Written warning
    - 2. Subsequent occurrence: Thirty (30) day suspension of testing authority at applicable test site(s)
  - B. MINOR TEST PROCEDURE DISCREPANCY: A minor discrepancy in test procedure is the failure to properly administer a required portion of an otherwise complete test procedure, such as omission of a required maneuver, failure to conduct the skills test in order as required by 49 CFR 383.133, or any other action the Department determines might undermine confidence in the thoroughness of the test process.
    - 1. First Occurrence: Ten (10) day suspension of testing authority at applicable test site(s)
    - 2. Subsequent Occurrence: Thirty (30) day suspension to termination of testing authority at applicable test site(s)
  - C. MAJOR TEST PROCEDURE DISCREPANCY: A major discrepancy in test procedure is the failure to substantially provide a skills test, such as omission of the pre-trip inspection, failure to use an approved test route, use of unsafe vehicles for testing applicants, or any other action the Department determines compromises the integrity of the testing process or public safety.
    - 1. First Occurrence: Forty-five (45) day suspension of testing authority at applicable test site(s)
    - 2. Subsequent Occurrence: Termination of testing authority at applicable test site(s)
  - D. FRAUD: Fraud includes falsification of any records, material misrepresentations or omissions of facts, etc.
    - 1. First Occurrence: Termination of this Agreement
  - E. The Department will determine in its sole discretion whether a violation is minor or major and the applicable penalties. Nothing in this section limits application of provisions for termination or cancellation of this Agreement under Section V. of this Agreement where deemed appropriate.



- VI. **TERM OF CONTRACT:** This Agreement shall remain in effect for four (4) years from the date it is signed by all parties, unless earlier canceled, suspended, or terminated as herein provided.
- A. **NEW AGREEMENT:**
1. The Department may immediately require the execution of a new Agreement in the event the Department determines, in its sole discretion, significant changes have occurred to the Third Party Administrator.
  2. "Significant changes" include:
    - a. Change in the Third Party Administrator's organizational structure resulting in issuance of a new Federal Employer Identification Number;
    - b. Change in Third Party Administrator ownership;
    - c. Change in the Third Party Administrator's test sites; and
    - d. The Third Party Administrator, or Responsible Party being charged, convicted of, or pleading guilty or no contest to, a felony.
- B. **SUSPENSION:**
1. The Department may immediately suspend the Third Party Administrator's testing authority at one or more test sites in accordance with Sections V.A, V.B, or V.C, of this Agreement.
  2. The Department will provide the Third Party Administrator written notification of the suspension as soon as practicable, and will cancel the Third Party Administrator's access to the PWS and CSTIMS for the duration of the suspension, when applicable.
- C. **CANCELLATION:** Either party to this Agreement may cancel this Agreement for any reason by providing sixty days' written notice of cancellation to the other party.
- D. **TERMINATION:** This Agreement may be terminated as follows:
1. At any time, without cause, upon mutual written agreement of the Parties.
    - a. The termination date will be mutually agreed upon by the parties and included in the termination agreement.
    - b. In the event of such termination, the Third Party Administrator shall continue to be bound by the terms and conditions of this Agreement related to public records.
  2. At any time, if the Department determines that continued performance by the Third Party Administrator would endanger the public health, safety, or welfare, or if to do so is in the best interest of the state of Florida.
  3. By the Department for cause. The Department will issue a Notice of Breach describing the reason(s) for the impending termination. Reasons may include, but are not limited to the following:

- a. Failure by the Third Party Administrator or Third Party Tester to comply with or satisfy any of the provisions of this Agreement;
  - b. Upon any lapse of commercial automobile, commercial liability, or workers' compensation insurance;
  - c. Falsification of any record or of information required under this Agreement;
  - d. Administrative, civil, or criminal action against the Third Party Administrator;
  - e. Failure by the Third Party Administrator or Third Party Tester to comply with state or federal standards for a driver license examination;
4. The Department may, but is not required to, grant the Third Party Administrator up to thirty (30) days to correct deficiencies to the Department's satisfaction. If all reasons listed by the Department in the Notice of Breach are not satisfactorily corrected, the Department will provide a final written Notice of Termination to the Third Party Administrator.
  5. Except when the Department, in its sole discretion, determines advance notice would result in further harm to either the Department or the public, the Department will provide the written notice to the Third Party Administrator at least thirty (30) days prior to termination.

**VII. APPLICABILITY OF CHAPTER 120, FLORIDA STATUTES.**

- A. The Administrative Procedures Act, Chapter 120, Florida Statutes, will govern actions of the Department regarding the suspension or termination of the Third Party Administrator's testing authority or termination of this Agreement as herein provided.
- B. For purposes of timely action in accordance with section 120.60, Florida Statutes, an application for certification as a Third Party Administrator or Third Party Tester includes all completed forms, fees, and supporting documents required for Agreement approval and will be considered to have been submitted on the date all such items are received by the Department.

**VIII. FEES AND NOTIFICATIONS TO APPLICANTS**

- A. **POSTING OF FEES:** Any fee charged by the Third Party Administrator for tests conducted pursuant to this Agreement must be prominently posted<sup>1</sup> at each third party test site(s) and on the Third Party Administrator's website, as applicable.
  1. Each testing fee must be listed separately from any bundle or package pricing.
  2. Any fee for tests conducted pursuant to this Agreement must be uniformly charged to all applicants.

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<sup>1</sup> For purposes of this Agreement, "prominently posted" means physically displayed or placed in an area accessible to the public in a manner that ensures visibility and readability.

3. Neither the Third Party Administrator nor any of its Third Party Testers, or their representatives, may solicit or accept a gratuity above or in addition to a posted testing fee, without regard to the form of the gratuity.

**B. ADDITIONAL INFORMATION TO BE POSTED:** The Third Party Administrator must prominently post at its test site(s) the following information:

1. A statement that payment of any fees to the Third Party Administrator will not affect fees the applicant must pay to the Department for issuance of a CDL.
2. A statement that the Department may, in its sole discretion, require a retest of any applicant without regard to the electronic results submitted to the Department.
3. A statement that the Third Party Administrator does not issue and cannot guarantee issuance of a CDL, nor in any way may influence the Department regarding issuance of a CDL.

**IX. PROFESSIONAL CONDUCT**

**A. PROHIBITED HIRING PRACTICES:** The Third Party Administrator may not employ or otherwise engage the services of any current employee of the Department, or of a county tax collector serving as a licensing agent of the Department.

**B. APPLICANT ASSISTANCE:** The Third Party Administrator may not assist an applicant in passing the CDL skills tests administered pursuant to this Agreement. An applicant may not use the services of a translator or other intermediary to interpret portions of the tests that are scored on the basis of an applicant's verbal or written responses.

**C. SOLICITATION:** No Third Party Tester, employee/independent contractor, agent, or other representative of the Third Party Administrator may solicit any individual or post advertisements within 200 feet, on premises rented, leased, or owned by the Department or any of its agents, including county tax collectors.

**D. CONFLICT OF INTEREST:** The Third Party Administrator's Third Party Tester(s) may not administer tests under this Agreement for anyone with whom the Third Party Administrator or Third Party Tester may have a conflict of interest as defined by Chapter 112, Florida Statutes.

1. The Department will determine in its sole discretion whether this prohibition applies to an applicant.
2. Upon written request from the Third Party Administrator, the Department will provide an advanced determination of the applicability of this prohibition to a particular applicant.

**X. ADVERTISING**

**A. GUARANTEES:**

3. Neither the Third Party Administrator nor any of its Third Party Testers, or their representatives, may solicit or accept a gratuity above or in addition to a posted testing fee, without regard to the form of the gratuity.

**B. ADDITIONAL INFORMATION TO BE POSTED:** The Third Party Administrator must prominently post at its test site(s) the following information:

1. A statement that payment of any fees to the Third Party Administrator will not affect fees the applicant must pay to the Department for issuance of a CDL.
2. A statement that the Department may, in its sole discretion, require a retest of any applicant without regard to the electronic results submitted to the Department.
3. A statement that the Third Party Administrator does not issue and cannot guarantee issuance of a CDL, nor in any way may influence the Department regarding issuance of a CDL.

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**C. SOLICITATION:** No Third Party Tester, employee/independent contractor, agent, or other representative of the Third Party Administrator may solicit any individual or post advertisements within 200 feet, on premises rented, leased, or owned by the Department or any of its agents, including county tax collectors.

**D. CONFLICT OF INTEREST:** The Third Party Administrator's Third Party Tester(s) may not administer tests under this Agreement for anyone with whom the Third Party Administrator or Third Party Tester may have a conflict of interest as defined by Chapter 112, Florida Statutes.

1. The Department will determine in its sole discretion whether this prohibition applies to an applicant.
2. Upon written request from the Third Party Administrator, the Department will provide an advanced determination of the applicability of this prohibition to a particular applicant.

**X. ADVERTISING**

**A. GUARANTEES:**

1. The Third Party Administrator shall not state, suggest or imply in writing, verbally, or in any advertisement that the Third Party Administrator can issue or guarantee that an applicant will pass the skills tests or will be issued a CDL.
  2. The Third Party Administrator shall not state, suggest, or imply in writing, verbally, or in any advertisement that the Third Party Administrator can influence or affect the Department's decision regarding issuance of a CDL.
  3. The Third Party Administrator shall not state, suggest, or imply in writing, verbally, or in any advertisement that the Third Party Administrator can obtain preferential or advantageous treatment from the Department for any applicant.
- B. ENDORSEMENTS: The Third Party Administrator shall not state, suggest, or imply that its program is approved, sanctioned, or endorsed by the Department, except to say it is "certified."
- C. BUSINESS NAME: The Third Party Administrator shall not use any name in its advertising other than the name set forth above in this Agreement, and shall not use the word "State" unless the Third Party Administrator is a state or government agency.
- D. FALSE STATEMENTS: The Third Party Administrator shall not use any advertisements which include materially false or misleading statements.
- XI. INSURANCE FOR NON-GOVERNMENTAL ENTITIES. All Third Party Administrators that are not entities of state or local government or local school districts must provide proof of the following:
- A. COMMERCIAL AUTOMOBILE LIABILITY: The Third Party Administrator shall secure and maintain Commercial Automobile Liability insurance pursuant to the provisions of subsection 320.02(5)(a), Florida Statutes, on all vehicles owned or leased by the Third Party Administrator and used for testing applicants.
1. This insurance shall include Hired and Non-Owned Liability coverage for all claims that may arise from all operations under this Agreement, whether such operations are by the Third Party Administrator or its agents, Third Party Testers, employees/independent contractors, or applicants using the vehicle at the time of administering a test.
  2. OTHER VEHICLES: If the Third Party Administrator permits its Third Party Tester(s) to use applicant vehicles for conducting road tests, it must ensure prior to the test that each such vehicle is in compliance with the Motor Vehicle No-Fault Law, and has the required coverage of \$10,000 for Personal Injury Protection and \$10,000 Property Damage Liability coverage as required by subsection 324.021(7), Florida Statutes.
- B. COMMERCIAL GENERAL LIABILITY: The Third Party Administrator shall secure and maintain Commercial General Liability insurance appropriate to the subject matter of this Agreement.

1. This insurance will provide coverage for all claims that may arise from operations performed under this Agreement by the Third Party Administrator, Third Party Tester(s), or other agents or employees, or independent contractors.
  2. The insurance shall indemnify the Department and must include the state of Florida as an additional named insured for the term of the Agreement.
  3. The policy shall provide the following minimum liability limits:
    - a. \$1,000,000 each occurrence
    - b. \$2,000,000 aggregate
- C. WORKERS COMPENSATION:** The Third Party Administrator shall secure and maintain Workers Compensation Insurance as required by Chapter 440, Florida Statutes.
1. This coverage must be maintained throughout the term of this Agreement.
  2. The policy shall provide the following minimum liability limits:
    - a. \$100,000 each accident
    - b. \$500,000 policy limit
    - c. \$100,000 each employee/independent contractor
- D. PERFORMANCE BOND:**
1. In accordance with 49 CFR 383.75, during the term of this Agreement, the Third Party Administrator shall secure and maintain a Performance Bond guaranteeing that all Agreement terms and conditions and other requirements will be fulfilled.
  2. A bond meeting this requirement must explicitly reflect the following in the language of the bonding document or incorporate the statements below by specific reference to this section:
    - a. The amount of the bond will be determined by the number of passed road tests the Third Party Administrator conducts annually. The bond required will be determined by the number of passed road tests actually conducted during the immediate past year as verified by the Department.
      - i. The bond amount for a Third Party Administrator who administers up to 100 passed road tests annually shall be \$100,000.
      - ii. The bond amount for a Third Party Administrator who administers 101 – 550 passed road tests annually shall be \$500,000.
      - iii. The bond amount for a Third Party Administrator who administers 551 or more passed road tests annually shall be \$1,000,000.
  3. The bond will obligate payment of valid claims to the Department.
  4. The insurance company providing the performance bond must be included on the U. S Treasury's most current Listing of Approved Sureties.

5. The Department may make a valid claim against the bond if the Third Party Administrator's failure to comply with any of the terms and conditions of this Agreement will result in defined costs to the Department or to affected CDL applicants.
  - a. Defined costs include, but are not limited to:
    - i. Compensation of drivers required to be retested,
    - ii. Department administrative costs, and
    - iii. Department legal costs.
6. Criminal prosecution is not required for the Department to make a claim against the bond.
7. The Third Party Administrator's failure to maintain a performance bond meeting the requirements set forth in this section will constitute cause to terminate this Agreement.
8. Expiration or other termination of the bond does not relieve liability for payment of valid claims associated with the Third Party Administrator's failure to comply with this Agreement during the period the bond was in effect.

**E. ADDITIONAL REQUIREMENTS:**

1. Pursuant to Chapters 624 and 626, Florida Statutes, all insurance shall be purchased and signed by the insurer and by a properly licensed resident or nonresident agent.
2. Required insurance policies must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Office of Insurance Regulation, and having a minimum of three (3) years' experience in writing, underwriting and servicing insurance in the state of Florida, and that is a member of the Florida Insurance Guarantee Association.
3. The Third Party Administrator must provide the Department with a certificate of insurance for each required policy.
4. All required policies must contain a provision obligating the insurer to notify the Department at least 30 days prior to cancellation.
5. Insurance coverage required by this Agreement shall include a loss payable clause in favor of the Department, naming the Department as a co-insured or as a beneficiary of the coverage.

**XII. AMENDMENTS**

- A. NECESSARY AMENDMENTS:** The Department may amend this Agreement, and the Third Party Administrator agrees to accept and execute any such amendment, if
1. The amendment is in writing,
  2. The amendment is required by a change in state or federal law, or
  3. The amendment is required by the Department in the best interest of the state of Florida.

B. OTHER AMENDMENTS: Except as otherwise provided herein, this Agreement may be amended only in writing agreed to by the parties, signed by a duly authorized representative of each party.


1. No verbal representation, interpretation, or commitment, made either before or after the execution of this Agreement, by the Third Party Administrator, its Third Party Tester(s), its agents, or any employee/independent contractor, or by any officer, agent, representative, or employee/independent contractor of the Department, shall affect or modify any of the provisions in the Agreement, unless the representation, interpretation, or commitment is expressly stated in writing and signed by a duly authorized representative of each party.

XIII. NON-ASSIGNABILITY. This Agreement and the Third Party Administrator's certification are not assignable by the Third Party Administrator, including by subcontract, either in whole or in part.

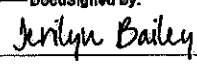
XIV. COMMUNICATIONS. The Third Party Administrator and the Department designate the following to receive the written notices and communications that are desired or required under this Agreement:

Name:	<u>J. Nick Enders</u>	Name:	<u>Murlene Ward</u>
Title:	<u>Wastewater Treatment Plant Maintenance Supv.</u>	Title:	<u>Compliance Officer III</u>
Address:	<u>250 Roberts Blvd.</u>	Address:	<u>P.O. Box 83</u>
City/State:	<u>Fort Walton Beach, FL</u>	City/State:	<u>Ponce De Leon, FL</u>
Email:	<u>nenders@myokaloosa.com</u>	Email:	<u>murleneward@flhsmv.gov</u>
Telephone:	<u>850-651-7133</u>	Telephone:	<u>850-532-9035</u>
Fax:	<u>850-651-7593</u>	Fax:	<u></u>

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement this 20th day of March, 20 19.

Signature:   
By: Okaloosa County Board of County Commissioners

Name: J. Nick Enders  
Title: Wastewater Treatment Plant Maintenance Supervisor

DocuSigned by:  
  
E1573B8F60BA404...  
Jerilyn Bailey  
Department of Highway Safety and Motor Vehicles  
Chief of Purchasing and Contracts





**APPENDIX**

**APPROVED TEST SITES**

**UNDER TPA IDENTIFICATION NUMBER C16**

**FOR THE THIRD PARTY ADMINISTRATOR**

**Okaloosa County Board of County Commissioners**

Test Site Number 2 for Third Party Administrator:

Okaloosa County Board of County Commissioners

Name of Organization

TPA ID # C16 Contract Date \_\_\_\_\_  Private  Government

**Site Address:**

250 Roberts Blvd.

Mailing Address Street or P.O. Box

Fort Walton Beach

32547

Okaloosa

City

Zip Code

County

(Driving site) 100 College Blvd. E. Site 700

Location Address if different from mailing address

Niceville

32578

Okaloosa

City

Zip Code

County

Telephone Number 850-651-7133 Fax Number 850-651-7593

**Designated Agents for Test Site Communications and Compliance**

J. Nick Enders, Wastewater Treatment Plant Maintenance Supervisor

Print name and Title

nenders@myokaloosa.com

Email Address

For the Department of Highway Safety and Motor Vehicles

Murlene Ward

, Monitor for Zone 7

Print name

**Approved Testing Activities at Site:**

**CDL Tests**

XCDL Skills, Class A, B and C       CDL Skills, Class B and C

**Site Status:**

Date approved: 4/10/2018 by DHSMV Compliance Officer: Murlene Ward

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

Test Site Number \_\_\_\_\_ for Third Party Administrator:

\_\_\_\_\_  
Name of Organization

TPA ID # \_\_\_\_\_ Contract Date \_\_\_\_\_  Private  Government

**Site Address:**

\_\_\_\_\_  
Mailing Address Street or P.O. Box

\_\_\_\_\_  
City Zip Code County

\_\_\_\_\_  
Location Address if different from mailing address

\_\_\_\_\_  
City Zip Code County

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Designated Agents for Test Site Communications and Compliance**

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Email Address

For the Department of Highway Safety and Motor Vehicles

\_\_\_\_\_, Monitor for Zone  
Print name

**Approved Testing Activities at Site:**

**CDL Tests**

CDL Skills, Class A, B and C       CDL Skills, Class B and C

**Site Status:**

Date approved: \_\_\_\_\_ by DHSMV Compliance Officer: \_\_\_\_\_

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



**PUBLIC ENTITY**

**EXCESS WORKERS COMPENSATION  
COVERAGE PART DECLARATIONS**

COVERED PARTY: Okaloosa County BOCC

AGREEMENT NO.: PX FL1 0461048 12-03

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<u>Self Insured Retention</u>	
All Employees	\$350,000 Each Accident
	\$350,000 Each Employee for Disease

<u>Coverage</u>	
<u>Part One - Workers Compensation</u>	
Bodily Injury by Accident	Statutory Each Accident
Bodily Injury by Disease	Statutory Each Employee
<u>Part Two - Employers Liability</u>	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Agreement Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
Estimated Payroll Amount - Police & Fire	\$8,111,435.00
Estimated Payroll Amount - All Other Employees	\$36,368,833.00

**FORMS AND ENDORSEMENTS**

Forms and endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT 002

Premium: Included

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

**Contract Summary**  
**Third Party Administrators for Florida Commercial Driver License Testing**

In accordance with Section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Third Party Administrator named below to conduct driver license tests as described in this agreement.

**Third Party Administrator:**

Okaloosa County Public Works Department  
Name of Organization

RECEIVED  
11/29/2007  
- REC'D  
BY: Marlene Ward

TPA ID # C16      Effective Date 12/27/07       Private     Government

Danielle E. Slaterpryce, Public Works Director  
Responsible Business or Agency Official (print name and title)

**Florida Business or Agency Address:**

1759 S. Ferdon Blvd  
Mailing Address Street or P.O. Box  
Crestview, Florida      32536  
City      Zip Code

Location Address if different from mailing address  
\_\_\_\_\_  
City      Zip Code

**Authorizations for Testing:**

**CDL Tests**

CDL Skills, Class A       CDL Skills, Class B and C

**CDL Applicants**

Employees of the Third Party Administrator       All Applicants

**Test Sites**

City <u>Crestview, Florida</u>	Site # <u>1</u>
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____
City _____	Site # _____

CONTRACT # C09-1770-PW  
DEPARTMENT OF HIGHWAY SAFETY & MOTOR  
VEHICLE  
FLORIDA COMMERCIAL DRIVER LICENSE TESTING  
EXPIRES: INDEFINITE



AGREEMENT

between the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

and a

COMMERCIAL DRIVER LICENSE THIRD PARTY ADMINISTRATOR

THIS AGREEMENT is made effective this 27<sup>th</sup> day of December, 20 07,

BY AND BETWEEN the

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

DIVISION OF DRIVER LICENSES

(hereinafter the Department)

AND

OKALOOSA COUNTY PUBLIC WORKS

(hereinafter the Third Party Administrator)

This agreement authorizes the named Third Party Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Third Party Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

**I. DEFINITIONS**

The following words and terms, when used in this document, shall have the following meanings:

**A. DEPARTMENT:** The Florida Department of Highway Safety and Motor Vehicles, Division of Driver Licenses.

**B. THIRD PARTY ADMINISTRATOR:** An entity of state government, a subdivision of state government, a public or private corporation, a firm, an organization, a school, or an entity of local government certified by the Department as authorized to conduct an approved testing

program for driver license applicants in accordance with the requirements described herein. A corporate or government entity defined as a Third Party Administrator must be authorized and accept responsibility for the performance of all its subdivisions conducting test activities under this agreement.

**C. THIRD PARTY TESTER:** An individual who is a payroll or contract employee of a Third Party Administrator and who is personally certified to conduct driver license tests in accordance with the terms of this agreement.

**D. EMPLOYEE:** A person who is employed by a Third Party Administrator and receives annually an Internal Revenue Service Form W-2, or an independent contractor who has a written contract with the Third Party Administrator and receives annually an Internal Revenue Service Form 1099.

**E. APPLICANT:** An individual who intends to apply for a Florida Commercial Driver License (Class A, B, or C) and who will therefore be required to pass the applicable CDL skills tests.

**F. COMMERCIAL DRIVER LICENSE (CDL):** In Florida's classified licensing system, a Class A, Class B, or Class C driver license as required to drive commercial motor vehicles in accordance with Chapter 322.54, Florida Statutes.

**G. PROGRAM:** The third party testing program, comprised of the organizations, activities, and administrative functions that provide for approved driver license testing by parties other than the Department under the terms of this agreement.

**H. CERTIFICATE:** A document issued to a Third Party Administrator verifying that the administrator is authorized to conduct an approved testing program on behalf of the Department.

**I. THIRD PARTY ADMINISTRATOR IDENTIFICATION NUMBER (TPA ID):** An assigned number that shall identify the Third Party Administrator where applicable in program documents and information systems.

**J. TEST SITE:** Any of the physical locations at which the Third Party Administrator is authorized to conduct driver license testing, as designated in an Appendix to this agreement.

**K. TEST SITE NUMBER:** A number assigned to each physical address of each test site at which the Third Party Administrator is authorized to conduct driver license tests.

**L. CDL SKILLS TEST:** The practical demonstrations of ability required to obtain a CDL, normally including a pre-trip inspection, prescribed basic control maneuvers, and an on-road test. Skills tests for Class C CDLs and certain other circumstances may require only portions of the normal complete testing procedure.

**M. COMMERCIAL MOTOR VEHICLE (CMV):** For purposes of meeting equipment requirements specified in Section III.D. of this Agreement, a commercial motor vehicle is a motor vehicle or motor vehicle combination used on the streets or highways which has a gross vehicle weight rating of 26,001 pounds or more. CMVs used to meet requirements of this Agreement pertaining to unrestricted Class A CDLs must be truck tractor/semi-trailer combination vehicles as defined in Chapter 320.01, Florida Statutes.

**II. THE DEPARTMENT AGREES TO**

**A. TESTING AUTHORITY:**

1. Permit the Third Party Administrator to conduct the following commercial driver licensing skills tests, pursuant to the terms of this agreement and applicable provisions of Chapter 322, Florida Statutes, subject to any limitations noted in Section II.A.2:

Skills (Pre-trip, Basic, Road) Tests for Class A  Yes  No

Skills (Pre-trip, Basic, Road) Tests for Class B and C  Yes  No

2. Permit the Third Party Administrator to conduct commercial driver licensing skills tests for the following applicants:

CDL applicants employed by the Third Party Administrator as commercial vehicle drivers  Yes  No

All CDL Applicants  Yes  No

3. Permit the Third Party Administrator, meeting the criteria specified in Section III.N of this Agreement, to conduct training that is recognized by the Department as meeting applicable requirements for certification of CDL Third Party Testers:

Skills (Pre-trip, Basic, Road) Tests for Class A  Yes  No

Skills (Pre-trip, Basic, Road) Tests for Class B and C  Yes  No

**B. TEST CONTENT AND PROCEDURES:** Provide Department test items, necessary forms and test procedures for use by the Third Party Administrator.

**C. TECHNICAL ASSISTANCE:** Provide consultation to the Third Party Administrator regarding laws, rules, and procedures for conduct of the program established under this agreement.

**D. ADMINISTRATION AND ENFORCEMENT:** Administer and enforce the provisions of the driver license third party testing program.

### III. THE THIRD PARTY ADMINISTRATOR AGREES TO

**A. LEGAL COMPLIANCE:** Comply with Section 322.56, Florida Statutes, with all other applicable statutes, with administrative rules of the State of Florida and the Department, and with all applicable local ordinances.

**B. PLACE OF BUSINESS:** Continuously maintain a place of business at each test site that includes a permanent, regularly occupied building located within the State of Florida and which meets all applicable safety and legal requirements of the federal, state, and local governments.

**C. MAILING ADDRESS:** Maintain a permanent mailing address and provide this address to the Department.

**D. FACILITIES AND EQUIPMENT:** Maintain facilities and equipment approved by the Department as follows:

1. For Third Party Administrators not originally certified prior to September 1, 2002, ownership or lease of at least five commercial vehicles. CMVs used to meet requirements of this Agreement pertaining to unrestricted Class A CDLs must be truck tractor/semi-trailer combination vehicles as defined in Chapter 320.01, Florida Statutes.

2. A paved off-street area permanently marked and meeting all applicable dimensions and specifications for the CDL basic skills test, as provided in the most current version of the AAMVA model CDL Examiner's Manual.

3. An approved road test route and one or more alternate routes.

**E. VEHICLES:** Ensure all vehicles used for testing, whether furnished by the Third Party Administrator or by the applicant, meet applicable federal and state requirements for safe operating condition.

**F. DESIGNATED RESPONSIBILITIES:** Designate an individual representative with general responsibility for the Third Party Administrator's compliance with this agreement, and an individual representative with specific responsibility for operations at each of the Third Party Administrator's respective test sites. Nothing in this agreement precludes designating the same individual to be responsible for both general compliance and for operations at a given test site.

**G. TRAINING:** Participate in training as may be required by the Department.

**H. THIRD PARTY TESTERS:** Employ at least one Third Party Tester holding a valid certificate issued by the Department for the type(s) of test(s) being conducted, and permit only those employees who maintain current valid certificate(s) to conduct tests under this Agreement.

**I. THIRD PARTY TESTER RECORDS:** Maintain a record of each Third Party Tester in the employ of the Third Party Administrator. Each record shall contain documentation of the Third Party Tester's valid certification by the Department, status as a payroll employee, Department or other official state driver record current within the past six months, home address, and telephone number. Each record shall be maintained for at least three years after the Third Party Tester leaves the employ of the Third Party Administrator.

**J. SKILLS TEST CONDUCT:** Ensure that skills tests are conducted strictly in accordance with the specifications and procedures prescribed by the Department, applicable provisions of the Florida Administrative Code, and the current version of the AAMVA Model CDL Examiners Manual. Tests must be conducted in a vehicle of the class and type for which the applicant seeks licensure and in which the Third Party Tester is certified to test. Tests must be conducted during a time of day beginning no more than 30 minutes before sunrise and ending no more than 30 minutes after sunset.

**K. APPLICANT RECORDS MAINTENANCE:** Maintain, on forms provided by the Department, at the approved third party testing location, for a minimum of three years, all records of each applicant for whom the Third Party Administrator conducts any portion of the CDL skills test, whether the applicant passes or fails the test.

**L. PROOF OF RESULTS:** Ensure that certified Third Party Testers employed by the TPA accurately record the results of all tests they personally conduct in a timely manner, whether the applicant passes or fails, in the Department's Driver License Third Party Paperless Waiver System (PWS).

**M. SECURITY OF PROGRAM MATERIALS:** Maintain strict security and accountability for confidential test materials issued by the Department.

**N. TESTER TRAINING:** If authorized under this contract to train individuals for certification as CDL Third Party Testers, meet the following conditions:

1. Be a public educational institution under the governance of a Florida county school board, the State University System, the Community College System, or the Florida Department of Education.
2. Conduct one or both of the following Department-approved curricula for CDL Third Party Testers.
  - a. For Class A, B, and C CDL skills testing, the 50-hour CDL Tester Training curriculum
  - b. For Class B and C (School Bus) CDL skills testing, the 50-hour School Bus CDL Tester Training curriculum
3. Own or lease at least one CMV representing each CDL class and endorsement for which tester training is provided, except that a representative Class B vehicle may be additionally used for training applicable to Class C CDL testing.

4. Have available computers and Internet access sufficient to train CDL testers on use of the Department's Driver License Third Party Paperless Waiver System
5. Employ for purposes of this training one or more instructors meeting the following criteria:
  - a. A minimum of two years experience as a certified CDL Third Party Tester
  - b. Professional (permanent) certification from the Florida Department of Education in a related field or five years experience as a CMV instructor
  - c. Completion of an approval process prescribed by the Department, to include observation by a Department representative (Compliance Officer) of the candidate's instructional abilities in the classroom, on the range, and on the road and co-scoring by Department Compliance Officers of CDL testers trained by the candidate
6. Provide documentation of CDL testers' successful completion of training as prescribed by the Department.

**O. ACCOMMODATING APPLICANTS WITH SPECIAL NEEDS:** Maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Sections 553.501 - 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as the "Americans with Disabilities Act of 1990."

**P. COMPLIANCE MONITORING SUPPORT:**

1. Allow the Department or its representatives to conduct any and all monitoring activities required by Section 322.56, Florida Statutes.



2. Provide unscheduled access to the approved third party testing site(s), vehicles used for testing, Third Party Tester and applicant records as specified in this agreement for inspection by representatives of the Department and the Federal Motor Carrier Safety Administration.
3. Provide representatives of the Department and the Federal Motor Carrier Safety Administration with copies of all records required to be maintained under this Agreement, on request.
4. Allow representatives of the Department and the Federal Motor Carrier Safety Administration to observe any applicant's testing, including those portions occurring inside vehicles.
5. Refund or waive any test fees charged to Department operatives who may pose as applicants for purposes of monitoring compliance with this agreement.

**Q. CERTIFICATES:** Prominently display the authorized Third Party Administrator Certificate in its approved third party testing site(s).

**R. MISCELLANEOUS NOTIFICATIONS:**

1. Notify the Department in writing thirty days prior to any change in the Third Party Administrator's business or agency name, ownership, or address.
2. Notify the Department in writing within ten calendar days of changes in the individual(s) designated to represent the Third Party Administrator under Section XV and in the Appendix to this agreement.
3. Notify the Department in writing within ten calendar days of changes in Third Party Testers employed by the Third Party Administrator.
4. Notify the Department whenever the Third Party Administrator ceases business operations at an approved third party testing site.

5. Notify the Department within five calendar days of actions by any employees of the Third Party Administrator that are known to violate the terms of this agreement.

**S. INDEMNIFICATION:** The provisions of this Section apply to all Third Party Administrators that are not entities of state or local government or local school districts.

Indemnify and hold harmless the State of Florida, the Florida Department of Highway Safety and Motor Vehicles, and all of their officers, employees, and agents from and against any and all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers or other employees in the performance of this agreement.

**T. FEES TO GOVERNMENT AGENCIES:** Agencies of federal, state or local government or local school districts exempt from performance bonding under Section XI.F. of this Agreement may charge fees for testing services only if such fees are paid directly to the agency named in the Agreement and a receipt issued to the applicant by that agency. A copy of the receipt shall be filed with the applicant's test record. Nothing in this section further limits the means by which agencies may compensate their employed Third Party Testers.

#### **IV. COMPLIANCE AND ENFORCEMENT**

Penalties for specific forms of non-compliance with this agreement are defined and applied as follows:

**A. ADMINISTRATIVE NON-COMPLIANCE:** Failure to meet requirements for reporting, notifications, record keeping, and similar acts that do not compromise testing integrity or public safety.

First Occurrence	Written reprimand
Repeated Occurrence	Thirty (30) day suspension of testing authority at applicable test site(s)

**B. MINOR DISCREPANCY IN TEST PROCEDURE:** Failure to properly administer a required portion of an otherwise complete test procedure, such as omission of a required maneuver.

First Occurrence	Ten (10) day suspension of testing authority at applicable test site(s)
Repeated Occurrence	Termination of testing authority at applicable test site(s)

**C. MAJOR DISCREPANCY IN TEST PROCEDURE:** Failure to include all required parts of a test procedure, such as omission of the pre-trip inspection, failure to use an approved test route, use of unsafe vehicles for testing applicants, or other action determined to significantly compromise the integrity of the testing process or public safety.

First Occurrence	Forty-five (45) day suspension of testing authority at applicable test site(s)
Repeated Occurrence	Termination of testing authority at applicable test site(s)

**D. FRAUD:** Abuse of authorities granted under this agreement to gain profit through issuance of test waiver forms to applicants who have not passed substantially complete tests.

First Occurrence	Termination of this agreement
------------------	-------------------------------

The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this section limits application of provisions for termination or cancellation of this agreement under Section V of this agreement where deemed appropriate.

## V. TERM OF CONTRACT

This agreement shall remain in effect until made inactive, made subject to renewal, suspended, terminated, or canceled in accordance with the following provisions:

**A. INACTIVE STATUS:** The Third Party Administrator's testing authority will be deemed inactive upon the request of the Third Party Administrator, upon failure to have at least one certified Third Party Tester under employment as specified in Section III.H, or upon failure to have administered any tests under this agreement within the previous twelve months. The Department will provide written notification of inactive status and suspend access to the Driver License Third Party Paperless Waiver System. Testing authority under contracts deemed inactive may be restored upon request of the Third Party Administrator and verification by the Department that all requirements for compliance with this agreement have been reestablished.

**B. RENEWAL:** Agreements with Third Party Administrators other than government agencies will be subject to renewal upon significant changes in the identity of the contracted organization, including changes in the business name, in ownership, or in the business or agency official accepting responsibility for compliance as a signatory to the original agreement, but not including changes in public officials assuming responsibilities of their predecessors in office. Procedures and requirements for contract renewal will be the same as for original contracts.

**C. SUSPENSION:** Testing authority at one or more test sites of the Third Party Administrators may be suspended in accordance with Sections IV.A, IV.B, or IV.C, Compliance and Enforcement, of this agreement. The Department will provide written notification of suspension and cancel capability to issue waivers through the Driver License Third Party Paperless Waiver System for the duration of the suspension.

**D. CANCELLATION:** Either party to this agreement may cancel this agreement for any reason by providing sixty days written notice of cancellation to the other party.

E. **TERMINATION:** The Department reserves the right to terminate this agreement immediately upon determining that continued performance by the Third Party Administrator, or Third Party Tester employed by the Third Party Administrator, would endanger the public health, safety, or welfare. Additionally, the Department may terminate testing authority at one or more test sites in accordance with Sections IV.B or IV.C, Compliance and Enforcement, of this agreement. The Department may terminate this agreement immediately or take other appropriate action at the discretion of the Department upon determining that the Third Party Administrator, or Third Party Tester employed by the Third Party Administrator, has done one or more of the following:

1. Has failed to comply with or satisfy any of the provisions of this agreement.
2. Has falsified any record or information required under this agreement.
3. Has been criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program.
4. Has failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage.
5. Has refused to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Third Party Administrator in conjunction with this agreement.

#### VI. APPLICABILITY OF CHAPTER 120, FLORIDA STATUTES

Provisions of the Administrative Procedures Act, Chapter 120, Florida Statutes, will govern actions of the Department to suspend or terminate testing authority or terminate this agreement under Sections IV and V of this agreement. For purposes of timely action in accordance with Chapter 120.60, Florida Statutes, an application for certification as a driver license third party

administrator or third party tester includes all completed forms, fees, and supporting documents required for contract approval and will be considered to have been submitted on the date all such items are received by the Department's Compliance Officer.

#### **VII. APPLICANTS ELIGIBLE FOR THIRD PARTY TESTING**

Persons subject to suspension upon failing an examination and/or persons directed to appear for Department reexamination are not eligible for third party testing under this agreement.

#### **VIII. CHARGES AND NOTIFICATIONS TO APPLICANTS**

**A. POSTING OF FEES:** Any fee charged to applicants for tests conducted under this agreement must be prominently posted at the Third Party Administrator's approved third party test site(s). Any fee for tests conducted under this agreement must be uniformly charged to all applicants. Acceptance of gratuities or other forms of payment in addition to the posted fee is prohibited.

**B. ADDITIONAL INFORMATION TO BE POSTED:** The following information must be prominently posted at the approved third party testing location or otherwise made known to applicants prior to incurring charges:

1. Payment of any fees to the Third Party Administrator will not affect fees payable by the applicant to the Department for issuance of a driver license.
2. The Department may retest any applicant presenting a Third Party Administrator's waiver form in the process of obtaining a driver license without regard to results indicated on that form.
3. The Third Party Administrator does not issue driver licenses and cannot guarantee issuance of a driver license nor in any way influence the Department in issuance of a driver license.

## IX. PROFESSIONAL CONDUCT

**A. PROHIBITED HIRING PRACTICES:** The Third Party Administrator agrees not to engage the services of any current employee of the Division of Driver Licenses, or of a county tax collector serving as a licensing agent of the Department, as a Third Party Tester, agent or employee.

**B. APPLICANT ASSISTANCE:** The Third Party Administrator agrees that no Third Party Tester, employee, or agent of the Third Party Administrator will be permitted to assist any driver license applicant in a manner that provides unfair advantage in passing the tests covered under this agreement. The Third Party Administrator agrees that no translator or other intermediary will be permitted to interpret portions of the test that are scored on the basis of an applicant's verbal or written responses. Nothing in this agreement prohibits a tester from presenting test questions and receiving answers from applicants in any language without the aid of a translator, or from using translators to communicate on matters not requiring scored responses.

**C. SOLICITATION:** The Third Party Administrator agrees that no Third Party Tester, employee, or agent of the Third Party Administrator will solicit any individual on premises rented, leased, or owned by the Department or any of its agents to be an applicant in any third party testing program.

**D. PROHIBITION ON TESTING FAMILY AND FRIENDS:** The Third Party Administrator agrees that no Third Party Tester employee will be permitted to conduct tests under this agreement for members of the tester's family or friends. The Department will have sole discretion to determine whether testing a specific applicant would violate this section. Upon request by the Third Party Administrator or Third Party Tester, the Department will provide an advance determination.

## X. ADVERTISING

**A. GUARANTEES:** The Third Party Administrator agrees that none of its advertising shall indicate in any way that the Third Party Administrator can issue or guarantee the issuance of a driver license or imply that the Third Party Administrator can in any way influence the

Department in the issuance of a driver license or imply that preferential or advantageous treatment from the Department can be obtained.

**B. ENDORSEMENTS:** The Third Party Administrator agrees to refrain from indicating that its program is approved, sanctioned, or in any other way endorsed by the Department, except to say that it is "certified."

**C. BUSINESS NAME:** The Third Party Administrator agrees not to use any name in its advertising besides the name on its application for certification, to use this name in all advertising, and not to use the word "state" in any part of its name.

**D. DEPARTMENT REVIEW:** The Third Party Administrator agrees to submit all advertising and promotional materials to the Department prior to release, whether in print or broadcast form, and to comply with changes as may be directed by the Department in accordance with Sections X.A. - C.

## **XI. INSURANCE FOR NON-GOVERNMENTAL ENTITIES**

The provisions of this Section apply to all Third Party Administrators that are not entities of state or local government or local school districts.

**A. COMMERCIAL AUTOMOBILE LIABILITY:** The Third Party Administrator shall take out and maintain Commercial Automobile Liability insurance on all vehicles owned by the Third Party Administrator and used for testing applicants. This insurance shall include Hired and Non-owned Liability for all claims which may arise from all operations under this agreement or contract whether such operations are by the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, other employees, or applicants using the vehicle at the time of administering a test.

Minimum Limits of Liability:

\$1,000,000 Automobile Liability

**Combined Single Limits to include**

PIP/PDL/BIL

\$750,000 Hired & Non-owned Liability



**B. OTHER VEHICLES:** If the Third Party Administrator uses an applicant's vehicle for conducting the road test, it agrees to ensure that such applicant's vehicle is in compliance with the Motor Vehicle No-Fault Law, and has the required coverage of \$10,000 for Personal Injury Protection, in addition to \$10,000 Property Damage Liability coverage, prior to conducting the skills test.

**C. COMMERCIAL GENERAL LIABILITY:** The Third Party Administrator shall take out and maintain Commercial General Liability insurance including products and completed operations, for the entire length of this agreement. This insurance will provide coverage for all claims that may arise from the operations completed under this agreement, whether such operations are by the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the agreement.

Minimum Limits of Liability:	\$1,000,000 each occurrence
	\$2,000,000 Aggregate

**D. HOLD HARMLESS ENDORSEMENT:** The Third Party Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recoverable against it or them by reason of any act or omission of the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, or other employees in the execution of the work or in consequence of any negligence or carelessness in guarding the same.

**E. WORKERS' COMPENSATION:** The Third Party Administrator shall take out and maintain during the life of this agreement, Workers' Compensation Insurance for all of its employees working in connection with this agreement.

Minimum Employers Liability Limits:	\$100,000 each accident
	\$500,000 policy limit
	\$100,000 each employee

**F. PERFORMANCE BOND:** The Third Party Administrator, if authorized to test applicants other than the TPA's own employees, shall secure and maintain during the life of this agreement, a Performance Bond guaranteeing that the terms and conditions of the contract specifications and the requirements associated with this contract will be fulfilled. A bond meeting this requirement must explicitly stipulate the following in the language of the bonding document or by reference to this section of the agreement:

1. The amount of the bond must be \$200,000.
2. The bond will obligate payment of valid claims to the Department.
3. Valid claims against the bond may apply to any terms or conditions of this agreement in the event that the Third Party Administrator's failure to comply with the terms and conditions of this agreement may be reasonably deemed to cause defined costs to the Department or to affected driver license applicants. Payable costs associated with the Third Party Administrator's failure to comply may include, but are not limited to, compensation of drivers required to be retested, Department administrative costs, and Department legal costs.
4. Liability for payment is not limited to circumstances in which employees or agents of the Third Party Administrator are criminally convicted for the actions deemed to violate the terms and conditions of this agreement, or to circumstances in which the Third Party Administrator knowingly conspired in such violations.

5. The bonding company must notify the Department's designated representative, as named in Section XV, in writing within 5 working days of any cancellation, failure of the Third Party Administrator to make due payment or other condition that causes discontinuation or reduction of the required coverage provided by the performance bond. Failure to maintain a performance bond that meets the requirements of the Department as set forth in this agreement will constitute failure to comply with this agreement.

6. Expiration or other termination of the bond does not relieve liability for payment of valid claims associated with the Third Party Administrator's failure to comply with this agreement during the period the bond was in effect.

7. A letter of credit (LOC) meeting all substantive requirements of this section may be submitted in lieu of a performance bond. The department will only accept LOCs issued by financial institutions organized under the laws of Florida.

#### **G. ADDITIONAL REQUIREMENTS:**

1. Pursuant to Chapter 624 and 626 F.S., all insurance shall be purchased and countersigned by a Florida Resident Insurance Agent.

2. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company with a minimum Best's Rating of A or a Financial Performance Index of IX from the current Best's Key Rating Guide.

3. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company with a minimum Best's Financial Size Category of IX (\$250,000,000) from the current Best's Key Rating Guide.

4. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company having a

minimum of three (3) years experience in writing, underwriting and servicing Insurance in the State of Florida.

5. For an application as Third Party Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Department of Insurance. In addition, the insurance company providing coverage specifically for the surety bonds must have complied with the law and regulations of the U.S. Department of the Treasury and therefore must be included on the most current list of authorized companies.

6. For an application as Third Party Administrator to be considered and continuously maintained, a certificate of insurance shall be provided to the Department of Highway Safety & Motor Vehicles prior to selection for review or verification by the Department of Insurance.

7. Insurance coverage required under Section XI of this agreement shall include a loss payable clause in favor of the Department, naming the Department as a co-insured, as it is or may be a beneficiary of the insurance coverage.

## **XII. AMENDMENTS**

**A. NECESSARY AMENDMENTS:** The Third Party Administrator agrees to accept any amendment to any provision of this agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law and is requested by the Department. The Third Party Administrator shall execute such an amendment upon request.

**B. OTHER AMENDMENTS:** Except as otherwise provided, this agreement may be amended only by the mutual consent of the parties which is expressed in writing and is signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by the Third Party Administrator or the Third Party Administrator's agents, Third Party Testers, or other employees or by any officer, agent, representative, or employee of the Department, either before or after the execution of this agreement, shall affect or modify any of the provisions in the agreement, unless the representatives' interpretation, commitment, or representation is

expressly stated in a written amendment to this agreement, signed by a duly authorized representative of each party.

#### XIII. NON-ASSIGNABILITY

This agreement and the Third Party Administrator's certification are not assignable by the Third Party Administrator, including by subcontract, either in whole or in part.

#### XIV. WAIVERS AND UNENFORCEABILITY

A waiver by either party of any provision of this agreement shall not act as a waiver of any other provision of this agreement. If any provision of this agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this agreement.

**XV. COMMUNICATIONS**

The Third Party Administrator and the Department designate the following to receive the written notices and communications that are desired or required under this agreement:

REPRESENTING THE  
THIRD PARTY ADMINISTRATOR

REPRESENTING THE  
DEPARTMENT

Name: Danielle Slaterpryce

Name: Murlene Ward

Title: Public Works Director

Title: Compliance Officer III

Address: 1759 S. Ferdon Blvd

Address: 103 Officers Lane

City/State: Crestview, FL 32536

City/State Defuniak Springs, FL 32433

Telephone: 850-689-5772

Telephone: 850-892-8301

Fax #: 850-689-5786

Fax #: 850-892-8303

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

BY: Okaloosa County Public Works Department  
(Company or Agency Name of the Third Party Administrator)

NAME: Danielle Slaterpryce  
(authorized representative of the Third Party Administrator)

TITLE: Public Works Director

SIGNATURE: *D. Slaterpryce*

BY: Florida Department of Highway Safety and Motor Vehicles  
Stacy Arias, Chief  
NAME Bureau of Purchasing and Contracts

TITLE: Chief of Purchasing and Contracts

SIGNATURE: *William J. [unclear] for Stacy Arias*

APPENDIX

APPROVED TEST SITES

UNDER TPA IDENTIFICATION NUMBER C16

FOR THE THIRD PARTY ADMINISTRATOR

Okaloosa County Public Works Department

Test Site Number 1 for Third Party Administrator:

Okaloosa County  
Name of Organization

TPA ID # \_\_\_\_\_ Contract Date 12/27/07  Private  Government

**Site Address:**

1759 S. Ferdon Blvd  
Mailing Address Street or P.O. Box  
Crestview, FL 32536 Okaloosa  
City Zip Code County

Location Address if different from mailing address  
\_\_\_\_\_  
City Zip Code County

Telephone Number 850-689-5770 Fax Number 850-689-5786

**Designated Agents for Test Site Communications and Compliance**

For the Third Party Administrator

Russell Barry, Road Department Manager  
Print name and title

For the Department of Highway Safety and Motor Vehicles

Murlene Ward, Monitor for Zone 9  
Print name

**Approved Testing Activities at Site:**

**CDL Tests**

- CDL Skills, Class A  CDL Skills, Class B and C

**Site Status:**

Date approved: \_\_\_\_\_ by DHSMV Compliance Officer: \_\_\_\_\_

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



## Memorandum of Agreement for Use of Okaloosa-Walton College's Vehicle Operations Driving Range

This agreement is made this 29<sup>th</sup> day of APRIL, 2008 by and between Okaloosa-Walton College (hereinafter collectively referred to as "OWC"), and Okaloosa County Board of Commissioners (hereinafter collectively referred to as "OCBC").

WHEREAS, the parties above have agreed to share resources to provide training,

THEREFORE, in consideration of said agreement, the parties agree as follows:

### ARTICLE I MANAGEMENT OF PROGRAM

Both parties agree that OWC will provide the use of the Vehicle Operations Driving Range, and OCBC will provide course management and equipment and shall assume all risks associated with participation and release and agree to hold harmless the Board of Directors of Okaloosa-Walton College, their employees, agents, representatives, and volunteers from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever including any medical treatment and expenses incurred as a result of any injury to personnel while utilizing the Vehicle Operations Driving Range located at OWC.

### ARTICLE II REVOCABILITY

This agreement shall be revocable by either party upon (30) days written notice.

### ARTICLE III ADMINISTRATIVE POLICIES

Both parties agree that all applicable federal, state, local, and college training policies are enforced while training is conducted under this agreement.

### ARTICLE IV ADDITIONAL PROVISIONS

4.1 Administrative responsibilities. All administrative responsibilities shall be the duty of the OCBC.

4.2 Equipment and facilities. OWC agrees to provide the Vehicle Operations Driving Range for use for the purposes of training. All other necessary safety and training equipment shall be the responsibility of OCBC.

4.3 Instructor affiliations. It shall be the responsibility of OCBC to provide certified professional training staff in support of approved training programs. OWC will not provide any faculty for the purposes of training using OWC's Vehicle Operations Driving Range.

4.4 Communications. Any further communication regarding this agreement and/or its provisions should be directed to the OWC Director, Division of Public Safety/Criminal Justice Training Center.

**NOTICES**

All notices required under this agreement shall be sent by mail or by hand delivery to:

Okaloosa-Walton College  
Attn: President  
100 College Boulevard  
Niceville, FL 32578

and to:

Okaloosa Board of Commissioners  
Attn: Purchasing Director  
602-C North Pearl Street  
Crestview, FL 32536

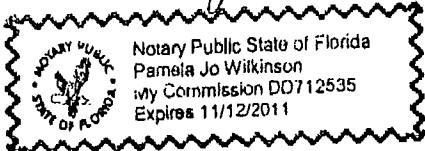
**IN WITNESS THEREOF**, the parties have duly executed this Agreement in duplicate this 29 day of April 2008.

**OKALOOSA BOARD OF COMMISSIONERS**

By: [Signature]  
Richard Brannon, Purchasing Director

Date: 4/28/2008

Pamela Jo Wilkinson



**OKALOOSA-WALTON COLLEGE**

By: [Signature]  
James R. Richburg, President

Date: 4/28/08

Updated

AMENDMENT 1 TO THE AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
AND A DRIVER LICENSE THIRD PARTY ADMINISTRATOR

HSMV Contract #: ~~5232~~ (0893-08) Contract TPA ID # CI6

As provided by Section XII.B., Other Amendments, of the current agreement between the Department and Okaloosa County Public Works Department, Section III.U. is added as follows:


**U. CDL SKILLS TEST PREPARATION AND TRAINING :** The Third Party Administrator agrees that no portion of a CDL skills test (pre-trip inspection, basic skills, or road test) will be administered to an applicant on the same day as training is provided to aid in passing that portion of the test. The intent of this section is to help assure that applicants pass CDL skills tests through knowledge and abilities that have been retained from at least one day to the next. The same day training prohibited under this section is any presentation of learning materials or structured practice conducted or made available to the applicant by the Third Party Administrator that may be reasonably construed as contrary to that intent. Nothing in this section precludes applicants from self-directed study and practice on the same day as their CDL skills testing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this date, August 26, 2009.

BY: OKALOOSA COUNTY PUBLIC WORKS  
(Company or Agency Name of the Third Party Administrator)

NAME: RUSSELL W. BARRY, P.E.  
(authorized representative of the Third Party Administrator)

TITLE: ROAD DIVISION MANAGER

  
Richard L. Brannon, Purchasing Director  
12-01-09  
DATE

SIGNATURE: 

BY: Florida Department of Highway Safety and Motor V

NAME: Kevin Bailey

TITLE: \_\_\_\_\_

SIGNATURE: 

CONTRACT # C09-1770-PW  
DEPARTMENT OF HIGHWAY SAFETY & MOTOR  
VEHICLE  
FLORIDA COMMERCIAL DRIVER LICENSE TESTING  
EXPIRES: INDEFINITE

This agreement has been approved by General Counsel, Department of Highway Safety and Motor Vehicles as to form and legality, subject only to full and proper execution by the parties.



State of Florida  
DEPARTMENT OF  
HIGHWAY SAFETY AND MOTOR VEHICLES

ELECTRA THEODORIDES-BUSTLE  
Executive Director

CHARLIE CRIST  
Governor

BILL McCOLLUM  
Attorney General

ALEX SINK  
Chief Financial Officer

CHARLES H. BRONSON  
Commissioner of Agriculture

December 28, 2007

Okaloosa County Public Works Department  
Attn: Danielle Slaterpryce  
1759 S. Ferdon Blvd.  
Crestview, FL 32536

RE: Third Party Administrator Agreement  
Contract # HSMV 0893-08

Dear Ms. Slaterpryce:

Enclosed please find a copy of the above referenced agreement which, has been approved by this Department to become effective December 27, 2007.

Mr. Skip Hood will serve as the Department's Contract Manager. If you have any questions, please contact him at (850) 617-2770.

Sincerely,

A handwritten signature in cursive script that reads "Trisha Haucke".

Trisha Haucke  
Contracts Analyst  
Division of Administrative Services  
Bureau of Purchasing and Contracts

TMH  
Enclosures

C.C.: Skip Hood

*The Department of Highway Safety and Motor Vehicles is committed to Service, Integrity, Courtesy, Professionalism, Innovation and Excellence in all we do. Please let us know how we are doing via our online customer service survey at*

[www.hsmv.state.fl.us](http://www.hsmv.state.fl.us)

Julie L. Jones  
Executive Director

2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500  
www.flhsmv.gov

A SAFER  
**FLORIDA**  
HIGHWAY SAFETY AND MOTOR VEHICLES

*Russ*

Charlie Crist  
Governor

Bill McCollum  
Attorney General

Alex Sink  
Chief Financial Officer

Charles H. Bronson  
Commissioner of Agriculture

October 27, 2009

Okaloosa County Public Works Department  
Attn: Danielle Slaterpryce  
1759 S. Ferdon Blvd.  
Crestview, FL, 32536

Re HSMV-893-08  
Third Party Administrator

Dear Danielle Slaterpryce:

Enclosed please find a copy of the above referenced agreement, which has been approved by this Department effective 10/22/2009.

Skip Hood will serve as the Department's contact. If you have any questions, please contact Skip Hood at 617-2770.

Sincerely,

*Laura Adams*

Laura Adams  
Bureau of Purchasing and Contracts  
Division of Administrative Services

LA  
Enclosures(s)

cc: Skip Hood

The Department of Highway Safety and Motor Vehicles is committed to Service, Integrity, Courtesy, Professionalism, Innovation and Excellence in all we do. Please let us know how we are doing via our online customer service survey at [www.hsmv.fl.us](http://www.hsmv.fl.us).