

**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**  
**AND**  
**GARBER FORD, INC.**

This Agreement is made effective July 1, 2022 (the "Effective Date"), and is by and between The School Board of Clay County, Florida ("Board" or "District"), and Garber Ford, Inc., a Florida Corporation ("Garber"), collectively referred to hereinafter as "the parties."

**WHEREAS**, the District operates career and technical programs in several of its high schools which programs afford students preparation for college and careers in nationally recognized industry clusters; and

**WHEREAS**, the District desires to establish a learning laboratory to provide hands-on training in the automobile service, maintenance, repair, and collision repair industry to select students enrolled in the Garber Academy of Automotive Services at Middleburg High School; and

**WHEREAS**, Garber desires to collaborate with the District and Middleburg High School consistent with its mission of providing quality services while maintaining fiscal soundness;

**WHEREAS**, the District is permitted to enter into this Agreement pursuant to applicable Florida law.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**I. PARTICIPATING AGENCIES**

The participating agencies in this Agreement are the District, on behalf of Middleburg High School, and Garber.

**II. STATEMENT OF AGREEMENT**

This is a mutual agreement between the District, through the administration of Middleburg High School, and Garber, that Garber will (i) establish a learning laboratory branch at Middleburg High School (the "Branch") that shall have the purpose of being a training facility where students can have realistic, practical experience in conducting activities appropriate for training in the automobile service, maintenance, and repair industry by conducting limited operations that are conducted in an ordinary Garber automotive service, maintenance, and repair facility, and (ii) assist in the development of the Academy, as defined below, and students from Middleburg High School for supervised learning experiences within the provisions set forth in this Agreement. The career and technical education program is set forth by the Florida Department of Education.

### III. GENERAL PROVISIONS OF THE AGREEMENT

1. Middleburg High School, governed by the District, with the participation on the terms provided herein of Garber, will establish the "Garber Academy of Automotive Service at Middleburg High School" ("Academy"). The Academy will provide a relevant and rigorous learning environment for students interested in the field of automotive service, maintenance, repair, and collision repair.

2. The education of the students and the exposure to selected careers in automotive service, maintenance, repair, and collision repair shall be the primary purpose of the training programs.

3. Middleburg High School faculty and Administration shall have primary responsibility for the education, guidance, and supervision of Academy students with the cooperation and assistance of Garber personnel in conducting training and providing experience in the operation of the Garber Automotive Training Facility at Middleburg High School.

4. Middleburg High School in collaboration with Garber personnel shall be responsible for establishing the Academy program and curriculum. Middleburg High School faculty will be responsible for selecting experiences for the students from a list of selected careers in automotive service, maintenance, and repair developed in collaboration with Garber.

5. Middleburg High School shall comply with the established Garber policies and practices of Garber as set forth in the Employee Handbook in connection with the operation of its service center, to the extent allowed by law governing the District and Middleburg High School. Among other matters, Garber's practices and policies regulate the use of any Garber logo for marketing purposes. The "Garber" trademark and trade name shall remain the exclusive property of Garber, subject to the limited license to use the name "Garber" as set forth herein.

6. The Parties recognize that the standards of dress, deportment, and conduct for faculty and students in the Academy must be appropriate to the requirements of a career technical education program and the Federal, State, and local laws applicable to public education in the District and standards of conduct of applicable to employees of Garber as well as compliance with Federal, State, and local regulations. Students who participate in performing any tasks in the Garber Training Facility operated at Middleburg High School shall be required to sign and abide by the same employee Code of Ethics and Conduct (Set forth in the Employee Handbook as the same may be amended from time to time by Garber in its sole discretion) applicable to Garber employees.

7. Garber employees shall not acquire any rights or benefits as District employees and shall be solely and exclusively compensated by Garber.

8. Middleburg High School will select a limited number of students subject to Garber's approval who will be interns and subsequently "advanced student auto mechanic trainees." The students who perform automotive service maintenance or mechanical repair will receive training from Garber, both at Middleburg High School and off-site in actual Garber service

facilities, as determined by Garber. When working or training off-campus at a Garber service facility, such students' work duties will be limited in scope and they will be paid a customary wage approved by Garber for the hours worked. Garber shall have the right to obtain background checks, drug testing, or similar screening on the same basis that it would for any Garber employee, and shall have the right not to accept a student if the result of such screening is unsatisfactory. Such students may have the opportunity to obtain part time employment by Garber outside school hours, if they desire to do so, subject to Garber's needs. These advanced student auto mechanic trainees ("advanced trainees") shall also serve as mentors to other students in the Academy program who are not advanced trainees. The student advanced trainees shall function in the training facility assisting other students in learning to perform functions appropriate to the operation of a Garber full service automotive service center. The students will conduct actual automotive maintenance and repair, subject to review and approval at all times by Garber instructional/supervisory employees. While participating in on-campus training, mentor-mentee activities, and conducting operations in the on-campus Garber Automotive Training Facility at Middleburg High School, both advanced student trainees and other students in the Academy are engaged wholly in educational activities of Middleburg High School and shall not be entitled to wages. Garber may, at the discretion of its management, choose to pay wages to said students. The training to be provided in the Academy and at the Garber Automotive Training Facility at Middleburg High School is career training for the benefit of the students. The students do not displace any Garber employees, but they service and perform maintenance and repair on automobiles strictly under the authority and control of Garber employees. All parties to this Agreement acknowledge, and all students of the Academy shall be advised, that participants in the Academy (including the advanced student trainees) are not necessarily entitled to a job (at Garber or elsewhere) at the conclusion of their training in the Academy. Except as otherwise specifically provided herein, students participating in the Academy shall not acquire any rights or benefits as Garber employees unless approved in writing by Garber. Notwithstanding anything else in this Agreement to the contrary, Garber shall be solely responsible for all automotive service, maintenance, and repair performed at the Garber Automotive Training Facility at Middleburg High School and shall hold the District harmless from any loss or liability resulting therefrom.

9. So long as this Agreement remains in force, if the District desires or intends to create a similar program for a learning laboratory branch as the Academy in one or more other schools in Clay County, then the District shall give Garber a first right of refusal to be the automotive service facility sponsoring and participating in any other such program. The District must submit in writing to Garber the District's intent to create a similar program in one or more other District schools. Garber shall have sixty (60) days from receipt of the District's written notice to submit Garber's acceptance in writing for sponsoring the similar program at another District school. If Garber accepts, then the parties shall diligently and in good faith negotiate and complete the agreement within ninety (90) days. However, if Garber declines in writing or fails to provide a written response after this sixty (60) day period, or after diligent and good faith negotiations the parties fail to enter into an agreement within ninety (90) days of Garber's acceptance, then the District may establish a similar program (including entering into an agreement with a third-party automotive service and repair center for the same or substantially similar program). This provision shall not survive the discontinuance, termination, or expiration of this Agreement.

10. Confidentiality/Privacy Clauses:

(a) If private customer information, including but not limited to credit card information, checking account information, customer's address, phone number driver's license number, or any other information which might be considered sensitive or private, is disclosed by Garber to any of the other parties to this Agreement, such parties agree strictly to safeguard the confidentiality of that information. The party to whom such nonpublic personal information is, or may be, disclosed agrees that it shall not sell or transfer such information and that it shall not use or disclose such information except as permitted by applicable laws and regulations. Without limiting the foregoing, each party to whom such nonpublic personal information is or may be disclosed agrees that it will not use the information except as necessary to carry out the purpose for which such information was disclosed, including use in the ordinary course of business to carry out those purposes. All parties shall maintain the confidentiality of student information, including that specially protected by federal and state law, released to and obtained by Garber in the performance of its obligations hereunder. In order to review Garber's compliance with federal and state law regarding confidential student information, Garber agrees to notify the District if it receives any requests or demands for confidential student information (including but not limited to legal subpoenas issued by any federal or state law enforcement or prosecutorial instrumentality or to state or federal financial institution regulator having jurisdiction, pursuant to applicable laws and regulations).

(b) Garber understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Garber further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Garber shall regard all student information it receives, if any, as confidential and will not disclose the student information to any third party. The District represents that Garber is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the District's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. Garber agrees to develop, implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. The District recognizes and agrees that for purposes of all applicable laws, Garber has a legitimate educational interest for purposes of District disclosing to Garber students' education records.

(c) The District and Middleburg High School reserve the right to review and approve, in advance, Garber's use of the Middleburg High School name and promotion of the Academy and the Garber Automotive Training Facility at Middleburg High School in any advertising, promotional and public relations materials, activities, and programs, both on and off-campus ("Promotional Activities"). Garber shall submit, in advance, to the District and Middleburg High School for their review and approval any proposed Promotional Activities (including proposed copy and graphics). If the District has objections to any such Promotional Activities, the parties shall attempt in good faith to resolve such differences and develop a mutually acceptable alternative. Among other matters, the District's practices and policies regulate the use of the District and Middleburg High School names and logos for marketing purposes. The District's and Middleburg High School's name and logos shall remain the exclusive property of the

District, subject to the limited license granted to Garber to use the names and logos of the District and Middleburg High School as set forth herein. Upon termination of this Agreement for any reason, Garber shall cease to use the names and logos of the District and Middleburg High School for any purpose. Garber shall immediately return to the District all materials belonging to the District and Middleburg High School, bearing the names and logos, and logo, and shall remove or conceal the District and Middleburg High School name and logo on any Garber property.

#### IV. RESPONSIBILITIES OF MIDDLEBURG HIGH SCHOOL

Middleburg High School shall:

1. Maintain standards recommended or required by the Florida Department of Education and/or the District.
2. Supply appropriate school space for the Garber Automotive Training Facility at Middleburg High School in an area that is well known and easily accessible to the student body at Middleburg High School, to Garber with no obligation on the part of Garber to pay rent. The space will be utilized by Garber to locate all furnishings, equipment, and tools needed to maintain a fully functioning automotive service, maintenance, and repair shop. Separate space will be maintained for the storage of an inventory of commonly used service and repair parts. Hand tools will be maintained in a manner that is conducive to locked security when the facility is not in use. Signage will be maintained to identify the area as the Garber Automotive Training Facility.
3. Supply textbooks, materials, and supplies necessary to provide the best instruction.
4. Provide Garber with students who are qualified and prepared for internships.
5. Designate the name of the program as the "Garber Academy of Automotive Service at Middleburg High School" for the length of this Agreement. The District and Middleburg High School shall have the right to use the name "Garber" and the Garber logo in relation to the Academy and the Training Facility, solely for non-commercial, educational purposes, consistent with the intent and purposes of this Agreement. Garber's name, logos, trademarks, and service marks remain the exclusive property of Garber subject to the limited use license granted to District in this Agreement. If Garber objects to the way its name or logo is being used, Garber shall communicate such objection to the District and the Middleburg High School Principal, and the parties shall attempt in good faith to resolve the matter to their mutual satisfaction. Upon termination of this Agreement for any reason, Middleburg High School and the District shall cease to use the name "Garber" for any purpose. It shall immediately return to Garber all material belonging to Garber bearing the Garber name and logo, and shall remove or conceal the Garber name and logo on any school property.
6. Provide appropriate trained and skilled staff, including a program specialist or equivalent for career education, to assist in the development of the program and to work with Garber personnel during the time the High School Training Facility is open. The Middleburg High School personnel providing staff assistance to Garber shall be regularly employed full time by the

District at Middleburg High School and be licensed as appropriate for their position pursuant to the provisions of Chapter 1012, *Florida Statutes*.

7. Allow Garber personnel and their designated vendors, who are under direct supervision by a screened employee or who have been screened as required in accordance with section V.9. below, access to the Garber Automotive Training Facility at Middleburg High School spaces to continue operation of said facility with the approval and cooperation of Middleburg High School personnel.

8. Allow Garber to install alarms, lighting and/or other risk management equipment to protect, monitor and safeguard the materials and assets maintained within the Training Facility as it deems appropriate; however, Garber shall not permit any liens to attach to the District's property for such work.

The Middleburg High School staff, or designees, shall be responsible for the following:

1. Selecting appropriate students for enrollment in the automotive service, maintenance and repair classes.

2. Selecting students who are prepared for positions within the Garber Automotive Training Facility at Middleburg High School.

3. Supervising students in their work-based learning experiences at the Training Facility to assure compliance with Garber policies and practices.

4. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the programs. This instruction will be scheduled during the regular school day.

5. Maintaining individual records of classroom, work-based instruction, area practice and evaluation of student competency.

6. Providing all required utilities to the space such as electrical power; heating ventilation, and air conditioning; data communication and television cable access to Garber Automotive Training Facility at Middleburg High School without reimbursement from Garber.

7. Security of building outside of location and assuming full liability for building structure and maintenance.

## **V. RESPONSIBILITIES OF GARBER**

1. To provide educational opportunities for the students selected for admission to the Academy, which opportunities shall be subject to the approval of Garber.

2. To assist the Middleburg High School staff or designee in providing information and education concerning employability of students completing the requirements of the Garber Academy of Automotive Service at Middleburg High School and availability of various automotive technician certifications for which graduates may qualify. A list of the ACE courses which will be offered is attached hereto as Exhibit A.

3. To establish and then continue to support The Garber Automotive Training Facility at Middleburg High School to provide high quality automotive service, maintenance, and repair performed by students enrolled in the Garber Academy of Automotive Service at Middleburg High School who, at all times, shall be working under the supervision and with the training provided by experienced certified automotive repair technicians. The Facility will exist to train students as set forth herein and to serve the automotive service and repair needs of (i) students, (ii) faculty, and (iii) administrative and facility maintenance staff at competitive prices and with the convenience of being at their work/school site. The Training Facility shall not be open to any other Garber customers or potential customers.

4. To furnish, install and maintain, at its expense, the "Garber Academy of Automotive Service at Middleburg High School" with furniture, fixtures, equipment, and other items and supplies necessary to operate the Training Facility as a fully functioning service, maintenance, and repair facility. These furnished assets will be, and shall remain, the sole property of Garber, which will have full liability and the responsibility for safe keeping of these assets and shall be entitled to remove the same at any time, including but not limited to the time of termination of this Agreement, provided it shall repair any damage caused by removal.

5. To educate the student interns so as to make them capable of performing routine automotive service, maintenance, and repair procedures and preparing said student interns for industrywide certification as set forth in Exhibit B, attached hereto.

6. To provide the necessary support for the student interns to perform all automotive service, maintenance, and repair tasks needed to maintain the Training Facility as a fully functioning for-profit training, service, maintenance, and repair facility.

7. To ensure the operations of the Training Facility comply with all Federal, State and Garber policies, procedures, and regulations.

8. Garber reserves the sole right to determine and to limit the tasks which students may perform in the retail operation of the Garber Automotive Training Facility at Middleburg High School and to determine and evaluate the mastery and preparedness of each of the student interns to determine their ability to perform specific tasks which require greater or lesser degrees of skill and knowledge.

9. All District and Garber employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by District (including compliance with sections 1012.315 and 1012.467, *Florida Statutes*). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at Garber's expense. Garber shall not permit

persons to provide services to students under this Agreement if any such person does not meet the standards under Florida law and the District's hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this Agreement. The parties hereto shall compare the routine screening that is presently performed by Garber for their employees to determine if it will qualify as the required screening. To the extent that any Garber employees are under the direct line of sight supervision of School District or Garber employees who have undergone and passed the appropriate screening, there is no necessity of additional screening. The foregoing screening requirements will not apply to occasional speakers brought in to address a class pursuant to this Agreement, under the supervision of District personnel or Garber employees, provided that such occasional speakers first check in to the school office and register as a visitor under the same terms and conditions as other occasional visitors to the school, and under the express requirement that such visitor is continuously maintained in the line of sight of a District employee or Garber employee who has successfully completed the required background screening.

10. Garber shall maintain sole custody of records, accounts, customer and other banking records pertaining to the retail aspects and operations of the Garber Automotive Training Facility at Middleburg High School operations. Students shall not handle monetary transactions of any kind or nature.

11. Garber shall maintain insurance according to the types and levels of insurance set forth in their Garage-keepers Insurance program. The District certifies that it is self-insured pursuant to the provisions of §768.28(16), *Florida Statutes*, for tort liability in anticipation of any claim for which it might be liable pursuant to that section. District worker's compensation coverage is also self-insured at levels conforming to statutory requirements. The District shall ensure that Garber receives immediate notification of reduction in or cancellation of coverage.

12. Garber shall be responsible for the payment of any teachers who work beyond their District contracted hours in order to implement the requirements of the training program.

## **VI. MIDDLEBURG HIGH SCHOOL PROCEDURES**

The Academy educational program shall consist of regularly scheduled classroom instruction, laboratory practice and experience in selected learning experiences at Garber. The division and arrangement of time to include the theoretical and clinical learning experiences shall be determined by Middleburg High School faculty and/or program manager, or designee, and shall be based on the needs of the students for specific learning experiences to meet the objectives of the program. If it is desirable for students to have experiences in hours other than those of the regular school day, this will be planned as part of the curriculum.



## **VII. REQUEST OF WITHDRAWAL OF STUDENT**

Garber has the right to request Middleburg High School withdraw any student from the Branch whose conduct is not, in the sole opinion of the management of Garber, in accordance with acceptable standards of performance.

Garber, in coordination with the Middleburg High School Administration, may, at any time, withdraw a student whose progress, conduct or work does not meet the standards of the program for continuation in the program.

If the student does not accept the decision, recourse is to appeal to the principal of Middleburg High School for review of the decision. The decision of the principal is final. Garber retains the right, at any and all times, to not allow access to Garber proprietary systems, equipment, and information.

## **VIII. DISCONTINUANCE OF AGREEMENT**

If either party to this Agreement wishes to terminate this Agreement for cause or convenience, it is understood that at least ninety (90) days' written notice shall be given by either participating agency, providing that students currently enrolled in the programs shall be permitted to complete their training. Upon termination, Garber shall remove all of its property, including equipment, trade fixtures, furnishings, and signage that it has installed at Middleburg High School. Middleburg High School shall immediately cease to use the name "Garber" or any Garber logo or material bearing the Garber name or logo, in connection with the Academy, or for any other purpose.

## **IX. MODIFICATION OF AGREEMENT**

Modification of this Agreement shall only be made by mutual consent of both parties. A duly executed amendment noting the modification(s) shall be attached to this Agreement and shall include the date and signature of parties agreeing to the modification(s).

## **X. TERM AND RENEWAL OF AGREEMENT**

This Agreement shall become effective June 1, 2022, and the Academy operations shall commence for the 2022 – 2023 Clay County School District calendar year beginning on or after August 1, 2022, and ending on or before June 30, 2023. This Agreement shall be considered automatically renewed for the next school year, if not terminated by any party by written notice according to Sections VIII and XI as of the current school calendar year. It may be discontinued under provisions of Section VIII or reviewed and/or revised as needed through mutual agreement of Garber administration and the District.

## XI. NOTICES; CONTRACT ADMINISTRATORS

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time.

### If to Garber:

Garber Ford, Inc.  
Attn: President/CEO  
3380 U.S. Highway 17  
Green Cove Springs, Florida 32043  
Phone: 904-264-2442

### With copy to:

Garber Ford, Inc.  
Attn: EVP/Chief Operations Officer  
3380 Highway 17  
Green Cove Springs, Florida 32043  
Phone: 904-908-2500

### If to District:

The School Board of Clay County, Florida  
Attn: Superintendent of Schools  
900 Walnut Street  
Green Cove Springs, Florida 32043  
Phone: 904-336-6500

### With copy to:

School Board Attorney's Office  
Attn: School Board Attorney  
900 Walnut Street  
Green Cove Springs, Florida 32043  
904-336-6507

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the parties' respective representatives, which representatives shall be designated by the parties in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Agreement, as well as the process for routine or administrative communications.

For purposes of the District's representative for the day-to-day activities, the District's Administrator shall be:

Clay County School District  
Attn: Kelly P. Mosley, Supervisor of CTE  
Community and Business Partnerships  
2306 Kingsley Avenue, Building 17  
Orange Park, Florida 32073  
Phone: (904) 336-4503

For the purposes of Garber's representative for the day-to-day activities, the Garber Administrator shall be:

Garber Ford, Inc.  
Attn: Jonathan Bullock  
Garber Training and Development Manager  
3380 U.S. Highway 17  
Green Cove Springs, Florida 32243  
Phone: (904) 264-2442

## **XII. COPIES OF AGREEMENT**

Copies of this Agreement and any revisions shall be placed on file and available to the following:

1. The administrator of Garber
2. The District's contract administrator
3. The principal of Middleburg High School
4. The College and Career Coach at Middleburg High School

## **XIII. LIMITATION OF LIABILITY**

To the extent allowable by law, neither party hereto shall be liable to the other party for consequential, indirect, exemplary, punitive, or special damages. The party's liability arising out of or in connection with this Agreement shall be limited to out-of-pocket expenses and losses incurred as a direct result of the other party's breach of its obligations under this Agreement. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including negligence), and strict liability howsoever caused or incurred for any reason whatsoever. The limitations contained in this section are not and shall not be construed as a waiver of the District's sovereign immunity beyond the limited legislative waiver thereof, in Section 768.28, *Florida Statutes*. In no event shall the district's liability exceed the monetary limits/statutory caps in section 768.28.

## **XIV. DISPUTE RESOLUTION**

Any dispute arising out of or relating to this Agreement shall first be brought to the principal of Middleburg High School and if he/she is unable to resolve such dispute, then the matter shall be referred to the EVP Chief Operations Officer for Garber and the District Administrator (set forth in section XI above) for final resolution.

## **XV. ASSIGNMENT**

The parties acknowledge this Agreement has been entered in consideration of the parties' mutual confidence in each other and the parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained, sublet, or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party, which shall not be unreasonably withheld or unduly delayed.

## **XVI. GOVERNING LAW AND VENUE**

1. This Agreement shall be governed by the laws of the State of Florida.
2. The venue of any proceeding brought by any Party to enforce the terms of this Agreement shall be the state court of appropriate jurisdiction of Clay County, Florida.

## **XVII. MISCELLANEOUS**

1. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols, and other identifying marks of the other by virtue of this Agreement, unless otherwise approved in writing prior to use. During the term of this Agreement, the rights of the District and Middleburg High School to use the name "Garber" shall be limited to purposes and the uses specifically set forth herein, unless otherwise agreed in writing by Garber. Garber does not have any propriety or naming rights to the name of the "Garber Academy of Automotive Service at Middleburg High School," and shall not use the name in any marketing materials without the prior consent of the District. As long as this Agreement remains in full force and effect and Garber is not in default beyond any applicable notice and cure period, the name of the Academy shall remain the same. Upon termination of this Agreement neither the District nor Middleburg High School shall have any further rights to use the name "Garber" for any purpose, and Garber shall not have any further rights to use the District's or Middleburg High School's name or logo for any purpose. Garber shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

2. All sections and headings are used for convenience only and do not affect construction or interpretation of this Agreement.

3. To the best knowledge and belief of the parties, this Agreement contains no provision that is contrary to any federal/state law, ruling, or regulation. However, if any provision of this Agreement shall conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted by law. In the event any provision is thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

4. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.

5. Garber and the District are each permitted to subcontract any of the work set forth in the Agreement, Garber and/or the District shall ensure that each subcontractor complies with all provisions of the Agreement. Garber and the District will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement. District acknowledges and agrees that Garber may and will subcontract some work needed to assure the safe, sound, and secure operation of the Training Facility. Prior to Garber's commencement of any construction at the school, Garber shall submit plans to the District's facilities office for review, and provide to the District's facilities office such insurance and comply with such other requirements as are reasonably related to Garber's scope of work. Garber shall be responsible for the costs of any facility modifications, changes or upgrades which it chooses to make to accommodate any aspect of this program.

6. This Agreement represents the entire agreement between the parties, may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Agreement.

7. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, *Florida Statutes*, as required by section 119.0701, *Florida Statutes*. Garber understands the requirements set forth in section 119.0701, *Florida Statutes*, as it relates to this Agreement, and agrees to comply with the same. In compliance with section 119.0701, *Florida Statutes*, Garber agrees to:

(a) Keep and maintain public records required by the District in order to perform the service.

(b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(c) 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 in the event that Garber does not transfer the records to the District.

(d) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Garber or keep and maintain public records required by the District to perform the service. If Garber transfers all public records to the District upon completion of the Agreement, Garber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Garber keeps and maintains public records upon completion of the Agreement, Garber shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of

the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF GARBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, OR GARBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, GARBER WILL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS OR THE DISTRICT'S CONTRACT ADMINISTRATOR AT THE ADDRESS AND PHONE NUMBER ABOVE.

8. Garber represents and warrants to the District that Garber does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Garber's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Garber further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

9. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation, or termination of the Agreement.

10. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Garber warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for Garber, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a *bona fide* employee working solely for Garber, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

11. Pursuant to District Policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or Garber, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in Garber's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the

dates the employee held those positions. By its signature of the Agreement, Garber certifies to the District that there are no names of persons to disclose to the District who were materially involved with the procurement of this Agreement, or who will deliver direct services set forth in this Agreement.

12. This Agreement may be executed in one or more counterparts and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) noted below.

THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA

GARBER FORD, INC.

By: \_\_\_\_\_  
Printed Name: MARY S. BOLLA  
Title: Board Chair  
900 Walnut Street  
Green Cove Springs, Florida 32043

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
3380 U.S. Highway 17  
Green Cove Springs, Florida 32043

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

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

ATTEST:

By: \_\_\_\_\_  
Printed Name: DAVID S. BROSKIE  
Title: Superintendent of Schools

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