

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”), is effective as of the latest date of signature below, between ALACHUA COUNTY, a charter county under the laws of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County,” and The District Board of Trustees of Santa Fe College, Florida, hereinafter referred to as “Santa Fe College” or “SF,” collectively referred to as the “Parties.”

WHEREAS, the repair and maintenance of heavy diesel equipment requires advanced skills, certification, and training and can be a pathway to better pay and economic prosperity for low-income households; and

WHEREAS, Santa Fe College is a national leader in certificate and vocational training and has an interest in creating a Diesel Systems Technician program to meet the needs of the local business community and prepare students for success in a global economy; and

WHEREAS, the Diesel Systems Technician program provides 1800 hours of instruction on theory and operation through courses that align with Automotive Service Excellence (ASE) Certification areas and takes approximately 6 semesters to complete; and

WHEREAS, Alachua County wants all of its residents to thrive economically, including those from communities that are low-income and marginalized; and

WHEREAS, Alachua County’s Fleet Management wishes to be a temporary host of Santa Fe College curricula devoted to heavy diesel mechanic certification and training.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Purpose:** The purpose of this MOU is to provide the framework by which the County will collaborate with Santa Fe College in hosting a heavy diesel mechanic certification and training program housed at the County’s Fleet Management facilities.

2. **General Understandings and Responsibilities:**

a. **The County:** In conjunction with hosting classes at 5620 NW 120<sup>th</sup> Lane, Gainesville, FL 32653 (the “Alachua County Public Works - Fleet Management site”), the County will provide the necessary space and access to select equipment at no cost to SF, including but not limited to the following:

- i. a pull through equipment repair bay
- ii. space for two Conex containers for equipment storage
- iii. 16-18 parking spaces for Santa Fe College faculty and students
- iv. Classroom space with tables and chairs for students
- v. Office space for faculty

- vi. Internet access
- vii. CO-OP training positions for students to gain experiential learning
- viii. Specialized tools and equipment jointly identified by the parties
- ix. Waste material disposal

The supply of all classroom tools: hand, power (battery-electric-air), and diagnostic tools shall be SF's responsibility. The County will provide electrical (outlets) and pneumatic tool (hoses and air for SF-provided air tools) connections.

The County shall provide space to SF in the Fleet Management site for small tool lockers to secure their tools. SF will provide lockers.

Gate access and hours of classroom space availability for instruction will be coordinated through the Alachua County Public Works Director or their designee. In general, gate access and classroom instruction will be permitted during the Public Works work week Monday – Thursday 8:30 am – 4 pm. The Alachua County Public Works Director reserves the right to adjust gate access and the hours of classroom instruction so as not to interfere with County operations.

Additionally, in compliance with Section 453.17.5 of the Florida Building Code, the County will assure that each space equipped with electrically powered machinery accessible to students shall have a minimum of two master emergency disconnect switches at convenient locations within the space to shut off all power tool outlets, power to student accessible machines, and receptacles in the shop.

The County will also assure that all student-occupied areas have fire alarm systems that are compliant with the Florida Fire Prevention Code, 7th Edition.

b. **Santa Fe College:** Santa Fe College will provide the trainers, certification, and State-approved curricula at no cost to the County. Santa Fe College will be responsible for the instruction of their students while on County property. Students will be required to sign a County waiver of liability before they may enter the site.

c. **The Parties:** The parties will collaborate and negotiate times and availability of the space for training to avoid conflict with regular Public Works vehicle maintenance activities. Both parties will work together to locate equipment suitable for training on heavy diesel systems including surplus military equipment, truck engines, generators, and other specialty systems for student use. For SF, the Provost will have authority to approve scheduling and to execute any documents associated with future scheduling. Santa Fe College shall be responsible for inspecting the areas provided prior to their use, along with inspecting any equipment to be used by Santa Fe College and its students, and advising the County of any concerns regarding the condition of the land, buildings, or equipment owned by the County prior to their use or upon first notice to Santa Fe College, so that the County may take such remedial action regarding the condition or

concern as may be necessary. The parties will cooperate in good faith to execute a license agreement or other appropriate document governing use of space. This document is not a license agreement and both parties will negotiate an agreement outlining the rights and responsibilities of each party.

- 3. Term:** The term of this MOU shall continue until terminated by either party. Except as otherwise provided herein, either party may terminate this MOU at any time for any reason upon at least 30 days' written notice to the other party, provided that all Santa Fe College students currently enrolled in a program at the subject facility at the time of the notice of termination shall be given the opportunity to complete their program at the facility; such completion shall not exceed six months. Termination under this clause will not affect any obligations incurred under this MOU prior to termination.
- 4. Independent Contractors:** The parties expressly intend that as to this Agreement, the parties are independent contractors and have no relationship other than the one created by this Agreement, and that the parties shall not receive any benefits other than those expressly provided herein. This Agreement does not constitute a joint venture or partnership between the parties. The parties expressly intend that no student, invitees, agent, servant, contractor, or employee of one party shall be deemed an agent, servant, contractor, or employee of the other party.
- 5. Legal Compliance:** The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their own performance under the terms of this MOU.
- 6. Severability:** If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect.
- 7. Governing Law and Venue:** This MOU shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 8. Liability and Sovereign Immunity:** Each party assumes any and all risks of personal injury and property damage with respect to the negligent acts or omissions of itself or its own representatives, directors, and employees acting within the course and scope of their employment and relating to or arising under this MOU. Nothing contained in this MOU shall be construed or interpreted as a waiver of the sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

9. **Non-Discrimination:** The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
10. **FERPA:** The parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act, 20 USC §1232g (“FERPA”) and shall take all measures necessary to ensure the confidentiality of and safeguard any and all information in their possession regarding another party’s students who train at the Alachua County Fleet Management site pursuant to this MOU. The parties shall not use or disclose student information received from or on behalf of another party (or its students) except as permitted or required by the MOU, as required by law, or as otherwise authorized in writing by the institution attended by the student. The parties agree not to use student information for any purpose other than the purpose for which the disclosure was made. SF shall advise the County of any protected information disclosed to the County. SF hereby advises the County that all information related to students (including without limitation personally identifiable information, contact information, and grades) is protected from disclosure.
11. **Amendments:** The parties may amend this agreement only by mutual written agreement of the parties.
12. **Public Records:** The parties are subject to Florida’s Public Records Law (Chapter 119, F.S.). The public shall have access to public records, including those related to this MOU, unless the records are exempt and/or confidential under the law. This MOU may be unilaterally canceled by any party for refusal by another party to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by a party in conjunction with this MOU.
13. **Captions and Section Headings:** Captions and section headings used herein are for convenience only and shall not be used in construing this MOU.
14. **No Third-Party Beneficiaries:** This MOU is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
15. **Construction:** This MOU shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this MOU.

**16. Assignment:** Neither party may assign or transfer any of its rights, duties or obligations under this MOU, in whole or in part, without the prior written consent of the other party. This MOU shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**17. Force Majeure:** No party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the MOU due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

**18. Entire Agreement:** This MOU constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior written or oral agreements, understandings, communications, or representations between the parties relating to such subject matter.

**19. Signature Authority:** Each signatory to this MOU represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

Alachua County

The District Board of Trustees of  
Santa Fe College, Florida

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Mary Alford

Print Name: Emery A. Gainey

Title: Chair

Title: Chair

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

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