



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Blood Kerry (Dept) Human Resources - 2520

(Title) Talent Manager (Phone) ext. 2352

Signature Kerry Blood Date 8/26/2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document  Review & Comment  RESUBMIT LRM No. \_\_\_\_\_  
 Approve as to Form  Other

Description of Request

Requesting the creation of a Memorandum of Understanding between MCBCC and College of Central Florida in order for us to receive grant funding that has been secured by the College of Central Florida to hire and pay IT interns. The funding would begin Fall 2025 through Spring 2026. The internship would pay \$15.00 per hour up to 120 hours per intern. One intern per semester for a total of five.

There could be a possibility of receiving funding beyond Fall 2025.

For more information or discussion, contact:  Same as above

(Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_

Last First

Agenda Item?  Yes  No Agenda Date: \_\_\_\_\_

Agenda Deadline Date for Legal: \_\_\_\_\_ Agenda Deadline Date for Admin: \_\_\_\_\_

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-747

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Thomas Schwartz Asst. County Attorney  Valdoston Shealey Asst. County Attorney

Outcome:  Approved as to form and legal sufficiency  
 Approved with revisions:  Suggested  Completed  
 Other:

Date Received:

**RECEIVED**  
 By Marion County Attorney- AT at 11:50 am, Aug 27, 2024

*Approved Ref. LRM # 2024-934*

Attorney Signature: Thomas Schwartz Date 10/24/24

Staff Signature: [Signature] Date 10/24/24 Returned  Department  Admin  Completed



# LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Medina Gennifer (Dept) County Commission - 1005  
 Last First  
 (Title) Executive Assistant (Phone) 352-438-2338  
 Signature *Gennifer Medina* Date Tuesday, October 22, 2024

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document  Review & Comment  RESUBMIT LRM No. \_\_\_\_\_  
 Approve as to Form  Other

### Description of Request

Please review and approve the enclosed Memorandum of Understanding (MOU) between the District Board of Trustees of the College of Central Florida and Marion County, for funding allocated by the National Science Foundation - Cybersecurity grant. An agenda item has not been created yet.

For more information or discussion, contact:  Same as above  
 (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ (Phone) \_\_\_\_\_  
 Last First

Agenda Item?  Yes  No Agenda Date: 11/19/24  
 Agenda Deadline Date for Legal: \_\_\_\_\_ Agenda Deadline Date for Admin: \_\_\_\_\_

**Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.**

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-934

Assigned to:  Matthew Guy Minter, County Attorney  Dana E. Olesky, Chief Asst. County Attorney  Thomas Schwartz, Asst. County Attorney  Valdoston Shealey, Asst. County Attorney

### Outcome:

Approved as to form and legal sufficiency  
 Approved with revisions:  Suggested  Completed  
 Other:

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

Attorney Signature: *Thomas Schwartz* Date 10/22/24  
 Staff Signature: *Huby Lynn* Date: 10-22-24 Returned:  Department  Admin   
 Completed

**RECEIVED**  
 By Lori Zirkle at 1:20 pm, Oct 22, 2024



COLLEGE of  
CENTRAL  
FLORIDA

—an equal opportunity college—

October 15, 2024

Ms. Michelle Stone  
Chair  
Marion County Board of County Commissioners  
601 SE 25<sup>th</sup> Avenue  
Ocala, FL 34471

Re: Memorandum of Understanding

Dear Ms. Stone:

Enclosed for your files is one (2) signed originals of the above referenced agreement which was signed by the District Board of Trustees on October 2, 2024. Once you have signed, please forward one (1) original copy back to my office for the College's files at:

Mr. Charles Prince  
College of Central Florida  
Founders Hall, Room 107  
3001 SW College Road  
Ocala, FL 34474

If you have any questions, feel free to contact my office at 352-873-5823. I appreciate your assistance with this request.

Sincerely,

*Charles A. Prince*

Charles A. Prince  
Vice President, Administration and Finance

CAP/sa  
Enclosures

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA**  
**AND**  
**MARION COUNTY**

This Memorandum of Understanding (hereinafter called “Agreement”) is entered into between the **District Board of Trustees of the College of Central Florida**, a Florida College System institution, whose address is 3001 SW College Road, Ocala, FL 34474-4415, (hereinafter called the “RECIPIENT”) and **Marion County**, a political subdivision of the State of Florida, 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34471 (hereinafter called the “SUBRECIPIENT”) (individually “Party,” collectively “Parties”).

**RECITALS**

**WHEREAS**, RECIPIENT has received funds allocated by the National Science Foundation – Cybersecurity grant in connection with RECIPIENT’S Cyber Expansion Program (“the Project”); and

**WHEREAS**, RECIPIENT has proposed a funding allocation to SUBRECIPIENT through RECIPIENT’S National Science Foundation – Cybersecurity grant, to underwrite the cost of one (1) IT student intern each semester during the Fall 2024 through Spring 2026 semesters (5 semesters total); and

**WHEREAS**, RECIPIENT agrees it will provide 120 hours of Cybersecurity grant funding at \$15 per hour, for each intern, during each semester, and will screen students for Project eligibility according to its grant guidelines and distribute grant funds to SUBRECIPIENT at the commencement of each semester; and

**WHEREAS**, SUBRECIPIENT has the leadership and staff necessary to implement the Project, effectively hire student interns, provide IT-related tasks and mentoring, and receive and distribute grant funds as provided herein; and

**WHEREAS**, SUBRECIPIENT has determined it is in the public interest of Marion County to assist RECIPIENT in the fulfillment of its National Science Foundation – Cybersecurity grant in order to expand upon the RECIPIENT’S current Information Technology (IT) programs and thereby advance SUBRECIPIENT’S public purpose goal of enhancing community workforce capabilities and building a better, more accessible pathway to careers in cybersecurity and IT for students in Marion County; and

**WHEREAS**, Section 1001.64, Florida Statutes, authorizes the board of trustees of a Florida College System institution to be the contracting agent of the institution and to contract in the name of the board of trustees; and

**WHEREAS**, it is necessary for RECIPIENT and SUBRECIPIENT to enter into this Agreement for the implementation of the Project; and; now therefore,

**IN CONSIDERATION** of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both Parties, the Parties hereto do covenant and agree as follows:

**1. RECITALS.**

The recitals stated above are true, correct, and incorporated herein as material provisions of this Agreement.

**2. TERM.**

This Agreement shall be effective the date of the last signature below (the “Effective Date”) and shall thereafter remain in effect until RECIPIENT’S Spring 2026 semester unless extended by the Parties or sooner terminated as provided herein.

**3. AWARD; PROPORTIONATE USE; REPLENISHED.**

**A. The Grant.**

RECIPIENT hereby authorizes a grant of Funds (the “Grant”) to SUBRECIPIENT, subject to the terms and conditions provided in this Agreement, in the amount of **ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) PER INTERN PER SEMESTER, CONSTITUTING 120 HOURS OF FUNDING AT \$15 PER HOUR PER INTERN** to underwrite the cost of one (1) IT student intern each semester during the Fall 2024 through Spring 2026 semesters (5 semesters total) (the “Award Amount”), for funding to be disbursed and distributed by SUBRECIPIENT to hire student intern(s), provide IT-related tasks and mentoring, and receive and distribute grant funds in connection with the Project.

**B. May Be Replenished.**

The dollar amount of assistance hereby awarded to SUBRECIPIENT (the “Award Amount”) may be replenished by providing SUBRECIPIENT with additional grant funding, by amending this Agreement depending upon replenishment of RECIPIENT’S National Science Foundation – Cybersecurity grant and the showing of the successful operation of SUBRECIPIENT’s Project.

**4. SCOPE OF WORK.**

In association with the Grant award, SUBRECIPIENT shall exercise reasonable discretion, and in an efficient and expeditious manner, accept and distribute Grant funds in compliance with this Agreement to hire student intern(s), provide IT-related tasks and

mentoring, and receive and distribute grant funds in connection with the Project. Any other use of the Grant, or any portion thereof, without the written consent of RECIPIENT is prohibited.

**5. GENERAL RESPONSIBILITIES OF SUBRECIPIENT:**

**5.1** SUBRECIPIENT acknowledges and agrees that the obligations, representations, certifications, and assurances of SUBRECIPIENT in this Grant Agreement are material terms of this Agreement and RECIPIENT affirmatively relies upon same as part of the consideration in entering into this Grant Award. Any breach of a term of this Agreement is a material breach by SUBRECIPIENT.

**5.2** SUBRECIPIENT certifies and assures RECIPIENT that SUBRECIPIENT is knowledgeable of and shall comply with all applicable federal, state, and local laws and regulations in executing the Project and Scope of Work. SUBRECIPIENT agrees to furnish all materials, equipment, and services and shall obtain any and all governmental permits necessary to execute the Program/Scope of Work.

**5.3** SUBRECIPIENT shall maintain continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the SUBRECIPIENT accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the RECIPIENT and the persons to be served under this Agreement and Grant.

**5.4** In the performance of this Agreement, SUBRECIPIENT shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of RECIPIENT, thereby making SUBRECIPIENT solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUBRECIPIENT in the full performance of this Agreement.

**5.5** SUBRECIPIENT shall keep and provide RECIPIENT with records of all transactions related to this Agreement and RECIPIENT shall have the right to review such records. The parties specifically agree that should RECIPIENT request to review such records, SUBRECIPIENT shall produce the records at SUBRECIPIENT's office located at **601 SE 25<sup>th</sup> Ave., Ocala, FL 34471**, during normal business hours.

**5.6 A. Inspection; Public Record.**

All SUBRECIPIENT programmatic and financial documents that are part of or relate to the Grant Award are subject to RECIPIENT inspection and made public record.

**B. Additional Information.**

RECIPIENT reserves the right to request additional information if deemed necessary during the Term of this Agreement.

**C. Repayment.**

(1) SUBRECIPIENT may be required to repay all or a portion of Grant monies provided should an audit of SUBRECIPIENT records determine ineligibility of any expenditure or upon the occurrence of a default of this Agreement.

(2) The Parties expressly and specifically agree that all determinations arising from a RECIPIENT audit of SUBRECIPIENT'S records regarding the eligibility or ineligibility of an expenditure of the Grant funding shall be final and binding.

## **6. MUTUAL INDEMNIFICATION**

**6.1.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter SUBRECIPIENT's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require SUBRECIPIENT to indemnify or insure RECIPIENT for RECIPIENT's negligence.

**6.2.** The parties shall fully indemnify, defend and hold harmless the other party from any suits, actions, damages, and costs, including attorney's fees, arising from or relating to infringements of trademarks, copyrights, patents, trade secrets or intellectual property rights.

**6.3.** The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**6.4.** In no event shall SUBRECIPIENT be liable to RECIPIENT for any incidental, indirect, special, punitive or consequential damages even if SUBRECIPIENT knew or should have known about the possibility of such damages for any provision of this Agreement.

**6.5.** THE LIABILITY AND IMMUNITY OF THE SUBRECIPIENT IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES, AND, NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF SUBRECIPIENT OR TO WAIVE ANY IMMUNITY ENJOYED BY SUBRECIPIENT UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO F.S. §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN F.S. §768.28 OR THIS AGREEMENT SHALL BE CONSIDERED VOID.

## **7. PUBLIC RECORDS COMPLIANCE.**

A. RECIPIENT acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by RECIPIENT in connection with SUBRECIPIENT's request for Project funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, RECIPIENT acknowledges that it cannot dictate to SUBRECIPIENT what material is open to public inspection or the circumstances under which material is deemed

confidential.

B. If, under this Agreement, SUBRECIPIENT is providing services and is acting on behalf of RECIPIENT as provided under Section 119.001(2), Florida Statutes, then, RECIPIENT shall comply with public records laws, specifically:

(1) Keep and maintain public records required by SUBRECIPIENT to perform the service;

(2) Upon request from SUBRECIPIENT's custodian of records, provide SUBRECIPIENT 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) 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 Term of this Agreement and following completion of this Agreement if RECIPIENT does not transfer the records to SUBRECIPIENT; and,

(4) Upon completion of this Agreement, transfer, at no cost, to SUBRECIPIENT, all public records in possession of RECIPIENT or keep and maintain public records required by SUBRECIPIENT to perform the service. If RECIPIENT transfers all public records to SUBRECIPIENT upon completion of this Agreement, RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT keeps and maintains public records upon completion of this Agreement, RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SUBRECIPIENT upon request from SUBRECIPIENT's custodian of public records in a format that is compatible with the information technology systems of SUBRECIPIENT.

C. If RECIPIENT fails to provide the public records to SUBRECIPIENT within a reasonable time or otherwise, RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by SUBRECIPIENT.

**D. IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SUBRECIPIENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations**

**601 SE 25th Ave.**

**Ocala, FL 34471**

**Phone: 352-438-2300**

**Fax: 352-438-2309**

**Email: [PublicRelations@MarionFL.org](mailto:PublicRelations@MarionFL.org)**



- E. Pursuant to current State law, requests to inspect or copy public records relating to this Agreement for services must be made directly to SUBRECIPIENT. If RECIPIENT receives any such request, RECIPIENT shall instruct the requestor to contact SUBRECIPIENT. If SUBRECIPIENT does not possess the records requested, SUBRECIPIENT shall immediately notify RECIPIENT of such request, and RECIPIENT must provide the records to SUBRECIPIENT or otherwise allow the records to be inspected or copied within a reasonable time.
- F. RECIPIENT acknowledges that failure to provide the public records to SUBRECIPIENT within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. RECIPIENT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from SUBRECIPIENT.
- G. RECIPIENT shall indemnify, defend, and hold SUBRECIPIENT harmless for and against any and all claims, damage awards, and causes of action arising from RECIPIENT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by RECIPIENT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorneys' fees and costs arising therefrom. RECIPIENT authorizes SUBRECIPIENT to seek declaratory, injunctive, or other appropriate relief against RECIPIENT from a Circuit Court in Marion County on an expedited basis to enforce the requirements of this Section.
- H. RECIPIENT acknowledges SUBRECIPIENT's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes [commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")] and RECIPIENT acknowledges that SUBRECIPIENT is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. RECIPIENT agrees to comply with and to assist SUBRECIPIENT in complying with the same as it relates to all aspects of this Agreement.
- I. RECIPIENT shall immediately notify SUBRECIPIENT if RECIPIENT receives a public records request related to this Agreement.
- J. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**8. EVENTS OF DEFAULT.**

The following are events of default:

- A. Improper use of Grant funds whether found by RECIPIENT, an auditor, or another authority;
- B. SUBRECIPIENT's failure to perform in accordance with the terms of this Agreement;

- C. SUBRECIPIENT's failure to perform timely;
- D. Inability or unwillingness to comply with the conditions imposed upon the expenditure of Grant Funds;
- E. Materially incorrect or incomplete information or documentation in any Grant-related document; or
- F. Changes in law or the availability of Grant funds that render the assistance contemplated herein impossible or infeasible.

9. **TERMINATION.**

A. **RECIPIENT Termination.**

(1) RECIPIENT may terminate this Agreement at any time with or without cause by written notice to SUBRECIPIENT in the manner specified for the giving of notices herein. Such notice shall include the contemporaneous electronic return of all unexpended Grant funds as well as SUBRECIPIENT's final report.

(2) Upon such termination, any future funding contemplated herein would terminate.

B. **SUBRECIPIENT Termination for Cause.**

(1) **Right.**

SUBRECIPIENT shall have the right to terminate this Agreement upon the occurrence of any Event of Default or any other failure by RECIPIENT to perform according to this Agreement.

**Notice. Manner.**

SUBRECIPIENT's election to terminate this Agreement for default shall be communicated by providing RECIPIENT written notice of termination in the manner specified below.

C. **SUBRECIPIENT Termination for Convenience.**

SUBRECIPIENT reserves the right to terminate this Agreement in whole or in part at any time for the convenience of SUBRECIPIENT without penalty or recourse. Upon receipt of such notice, RECIPIENT shall immediately discontinue all further activity under this Agreement and affirmatively act to minimize damages.

D. **Appropriated Funds.**

The obligation of RECIPIENT for payment to SUBRECIPIENT is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**10. FORCE MAJEURE.**

No Party shall be held in default of this Agreement for any delay or failure of such Party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as set forth in Section "13."

**11. SUBRECIPIENT'S REMEDIES UPON DEFAULT.**

Upon default, SUBRECIPIENT may pursue any remedies available at law or equity, to include, without limitation, the following:

A. Terminate this Agreement without further notice;

B. Declare any or all funding provided under this Agreement due and payable to SUBRECIPIENT within seven (7) calendar days of the date of notice;

C. In the event of any violation or threatened violation of any of the terms, covenants and conditions of this Agreement, SUBRECIPIENT shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Marion County, Florida;

D. SUBRECIPIENT shall be entitled to recover from RECIPIENT all damages, costs, and attorney's fees arising from RECIPIENT's default prior to termination; and

E. The remedies above, including the right of injunction, shall be in addition to any and all other remedies under statute, at law, or in equity.

**12. ACCOUNTABILITY AND OVERSIGHT.**

**A. Funds Use Limited to Agreement.**

The use of any funds provided under this Agreement for a purpose other than those expressly stated herein is prohibited.

**B. SUBRECIPIENT Compliance.**

In addition to the foregoing and the other terms and conditions provided in this Agreement, SUBRECIPIENT shall comply with the following requirements:

**(1) Records and Accounting.**

**a. Demonstrate Compliance.**

SUBRECIPIENT shall keep and maintain accurate and complete books and records of all Grant fund expenditures by SUBRECIPIENT to demonstrate the Grant funds were disbursed, distributed and used by SUBRECIPIENT in compliance with this Agreement. The records shall account for every Grant, expenditure, or other

distribution made of the Grant funds and shall include copies of associated documents to include without limitation receipts, invoices, and any other documents related to any necessary administrative cost incurred by SUBRECIPIENT in the performance of SUBRECIPIENT's services described in the Scope of Work.

b. **Survive Expiration or Termination.**

The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

**13. FORCE MAJEURE.**

If a Party is delayed in any performance pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such Party is delayed. The Party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating the anticipated duration. Each Party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other Party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

**14. GOOD FAITH.**

Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under this Agreement.

**15. NON-ASSIGNABILITY.**

This Agreement shall not be assigned, transferred, or encumbered by RECIPIENT unless authorized by COUNTY in writing as a modification to this Agreement.

**16. SEVERABILITY.**

A. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect unless RECIPIENT or SUBRECIPIENT elect to terminate this Agreement.

B. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

C. Prior to terminating this Agreement, the Parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

**17. NOTICE.**

Any notice required to be provided hereunder shall be in writing, directed to the Parties at the address stated in the opening paragraph, and shall be effective upon receipt or refusal to accept receipt. Notices may be delivered via hand, certified U. S. Mail, return receipt requested, or via nationally or locally recognized reliable delivery service.

a. Contact Information for the SUBRECIPIENT:

Marion County, Florida  
Mounir Bouyounes  
County Administrator  
601 SE 25th Ave.  
Ocala, FL 34471  
(352)438-2300

[Mounir.bouyounes@marionfl.org](mailto:Mounir.bouyounes@marionfl.org)

b. Contact Information for the RECIPIENT:

Bonnie Hays, Manager, Work Readiness, [haysb@cf.edu](mailto:haysb@cf.edu) 352-854-2322  
ext. 1855

**18. BINDING EFFECT.**

This Agreement will be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

**19. NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the Parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**20. AMENDMENTS.**

This Agreement may only be amended by a written instrument executed by the Parties which specifically refers to this Agreement.

**21. RELATIONSHIP OF THE PARTIES.**

SUBRECIPIENT is an Independent Contractor in the performance of this Agreement. Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the Parties, or to allow either to exercise control or direction over the other.

**22. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie only in the courts of the Fifth Judicial Circuit,

located in Marion County, Florida, or in the United States District Court, Middle District of Florida, Ocala, Florida Division.

**23. EXPENSES; ATTORNEYS' FEES.**

Except as otherwise expressly provided in this Agreement, each Party to this Agreement will bear the Party's own expenses in connection with the preparation, execution, and performance of this Agreement. Each Party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**24. WAIVER OF JURY TRIAL.**

By entering into this Agreement, RECIPIENT and SUBRECIPIENT hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the Parties of this Agreement

**25. INTERPRETATION.**

Neither of the Parties shall be considered the drafter of this Agreement for purposes of its interpretation.

**26. NO WAIVER.**

The rights of RECIPIENT and of SUBRECIPIENT herein shall be cumulative, and failure on the part of RECIPIENT or SUBRECIPIENT, as applicable, to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

**27. ENTIRE AGREEMENT. SEVERABILITY.**

This Agreement (including its exhibits) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior understandings and agreements, whether oral or written, among the Parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein shall be of any force and effect.

Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

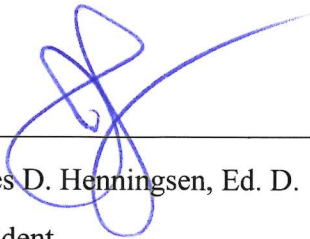
**28. LEGAL AUTHORIZATION.**

SUBRECIPIENT certifies that it has the legal authority to receive the funds contemplated by this Agreement. RECIPIENT also certifies that the undersigned person has the authority to legally execute and bind RECIPIENT to the terms of this Agreement.

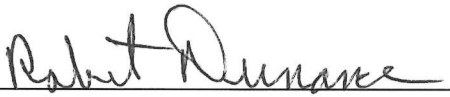
[This portion of page intentionally left blank. Signature page follows.]


IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

  
\_\_\_\_\_  
James D. Henningsen, Ed. D.      Date  
President

DISTRICT BOARD OF TRUSTEES OF THE  
COLLEGE OF CENTRAL FLORIDA

  
\_\_\_\_\_  
Robert Durrance, Chair      Date

  
\_\_\_\_\_  
Robert W. Batsel, Jr., General Counsel

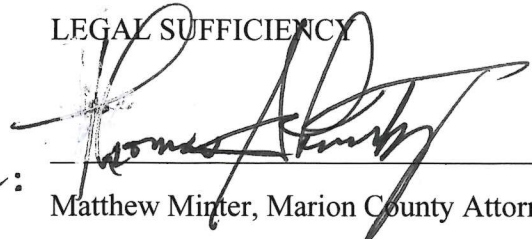
ATTEST:

\_\_\_\_\_  
Gregory C. Harrell, Clerk      Date

MARION COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
FLORIDA

  
\_\_\_\_\_  
Michelle Stone, Chairman      Date

FOR USE AND RELIANCE OF  
MARION COUNTY ONLY,  
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

*for:*   
\_\_\_\_\_  
Matthew Minter, Marion County Attorney