

**INTERLOCAL AGREEMENT**

**BETWEEN**

**MARION COUNTY, FLORIDA**

**AND**

**THE DISTRICT BOARD OF TRUSTEES OF THE COLLEGE OF CENTRAL FLORIDA**

**THIS INTERLOCAL AGREEMENT** (this "Agreement"), made and entered into by and between **Marion County**, a political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, FL 34470, (hereinafter called the "COUNTY") and the **District Board of Trustees of the College of Central Florida**, a political subdivision of the State of Florida, whose address is 3001 SW College Road, Ocala, FL 34474-4415, (hereinafter called the "COLLEGE").

**WHEREAS**, pursuant to the Florida Interlocal Cooperation Act of 1969, §163.01, Fla. Stat., the COUNTY and COLLEGE mutually desire to enter into an Agreement for the following purposes; and

**WHEREAS**, COLLEGE, offers a Program of Study for Career and Volunteer Firefighters;

**WHEREAS**, COUNTY operates a department, Marion County Fire Rescue, hereinafter referred to as "MCFR" located in Marion County, Florida;

**WHEREAS**, one purpose of COUNTY is to provide career professional and volunteer firefighters with professional instruction and training in subjects, including, but not limited to, firefighting, fire prevention, emergency medical services, and emergency operations, at a minimum cost to them;

**WHEREAS**, COLLEGE has the expertise and personnel to provide COUNTY and its firefighters with such training, as set forth in § 633.432, Fla. Stat. (2018);

**WHEREAS**, COUNTY, through MCFR, has the facilities, props, apparatus, tools and equipment, including vehicles, to facilitate the training set forth in § 633.432, Fla Stat. (2018);

**WHEREAS**, it would benefit both Parties to enter into an agreement whereby COLLEGE will provide the required training at MCFR, under mutually agreeable terms and conditions;

**WHEREAS**, COUNTY and COLLEGE previously entered into that certain Interlocal Agreement effective April 1, 2024 (the "Prior Agreement"), which expired on April 1, 2026; and

**WHEREAS**, the parties desire to enter into this Agreement to continue their relationship on the terms set forth herein;

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

(1) **Services and Deliverables**: COLLEGE agrees to render the following service or other units of deliverables:

(A) COLLEGE will provide continuing workforce education training courses for all MCFR personnel, volunteers, associated professional programs, Ocala-Marion

Mentorship program, High School program(s), County employees, and any other entity Marion County management approves for professional training.

(B) COLLEGE will register MCFR employees or volunteers as COLLEGE students, including completion of a student registration form and any additional forms such as waivers, hold harmless agreements, etc. required by COUNTY or the owner of the training site.

(C) A qualified training staff member or designated instruction staff member from MCFR will be present during instruction on the training site of COUNTY.

(D) A Program Coordinator or lead instructor to be appointed and employed or retained as an independent contractor by COLLEGE will be responsible for providing instruction on the campus of MCFR. During live-burn or otherwise hazardous training, an appropriate teacher to student ratio will be maintained as required by the National Fire Protection Association Section 1402 and 1403, currently a 1:5 instructor/student ratio.

(E) Lead Instructors provided by COLLEGE must meet the minimum qualifications outlined in Fla. Admin. Code R. 69A-37.059, for firefighting instructors. Adjunct instructors with greater than six years of service as fire personnel or EMS operations may assist in firefighting instruction under the lead instructor. Additionally, adjunct instructors with greater than 6 years of service may take lead for non-fire related subjects to include but not limited to peer fitness training, peer support training, EMS instruction, and logistical duties on the training grounds. Support level instructors are those that have less than six years on and must be working with an adjunct or lead instructor for the day for any of the fire or EMS instruction. Support instructors may also be assigned to logistical duties, PFT and/or Peer Support training on site as lead instructors as well. All instructional staff must also meet the requirements for part-time employment and certification with the COLLEGE and any other qualifications required of full-time teaching staff for any specific discipline.

(F) Course objectives, course descriptions, course outlines, and who the course is designed for shall be developed for all courses. COLLEGE will coordinate with MCFR to ensure that the course materials are complete, accurate, and up-to-date.

(G) COLLEGE instructors will be responsible for testing, grading, and other academic matters for which COLLEGE employed instructors are responsible.

(H) All reports, documents, and documentation requested by either party from the other party relating to this Agreement, must be made available upon request during a reasonable time frame.

(2) **Delivery Schedule:** The services or other units of deliverables specified in paragraph (1) above will be delivered or otherwise rendered on behalf of COLLEGE as follows:

(A) Training will be delivered on an as-needed or requested basis in accordance with COLLEGE and MCFR needs.

(B) Other courses may be scheduled by agreement of the parties.

(C) MCFR will provide all requests for training at least two weeks prior to the desired start of the training course.

(D) COLLEGE will provide supervision and instruction required for effective delivery of the program, but will coordinate with COUNTY as needed.

(E) All instructors will adhere to all policies and procedures of the COLLEGE.

(F) COLLEGE agree to coordinate in good faith with COUNTY in the planning and documentation of learning experiences and further agrees to ensure that instruction complies with all existing policies and procedures of COUNTY related to specific areas of training in this program including Marion County Fire Standard Operating Procedures/Standard Operating Guidelines and the Marion County Employee Handbook. COLLEGE acknowledges that it is aware of the policies in effect as of the date of this Agreement. If these policies and procedures are changed COUNTY agrees to notify COLLEGE of such changes.

(3) **Compensation:** COUNTY shall reimburse COLLEGE for the cost of delivery of the program in an amount equal to \$32.00 per hour for COLLEGE instructors with greater than six years of experience and \$18.00 per hour for support level instructors. Such aforementioned rates may be modified upon amendment of MCFR's pay schedule and acceptance thereof by COLLEGE. Further, COUNTY will pay an administrative fee of \$40,000 upon execution of this agreement and annually thereafter to COLLEGE for an administrative assistant that would handle all paperwork to include payroll.

(4) **Duties and Obligations:**

(A) COUNTY agrees to allow COLLEGE the use of the MCFR facilities located in Ocala, Florida, during the times, and at the locations scheduled by the COLLEGE without a facility charge, on the days and hours to be planned by the faculty of COLLEGE in consultation with the designee of COUNTY. COLLEGE'S use of the premises will be exclusively for the purposes outlined in this Agreement.

(B) COUNTY agrees to furnish heating, air conditioning, janitor services, and utilities for the premises during the term of this Agreement at the expense of COUNTY.

(C) COUNTY agrees to allow COLLEGE the use of its props, apparatus, tools, and equipment (including vehicles), which are necessary for the delivery of contracted services, exclusively for the instructional purposes outlined in this Agreement. COUNTY will assure that all props, apparatus, tools, and equipment provided by COUNTY are in good working order. Upon the completion of use for an individual class session, the props, apparatus, tools, and equipment, including vehicles, will be returned by COLLEGE personnel to their proper storage place in good working order. Any discrepancies, damage, inoperability, or other problems must be reported immediately to COUNTY's property manager.

(D) COUNTY will provide available parking for COLLEGE students and personnel provided under this Agreement.

(E) COUNTY will provide all necessary instructional supplies for training as needed and as available funding permits.

(F) COUNTY assumes full responsibility for property damage (e.g., COUNTY vehicles and training equipment purchased by COUNTY) and agrees to pay for any damage incurred during student training.

(G) COUNTY agrees to provide faculty and students with on-site emergency medical care in case of illness or accidents incurred while on duty and/or participating in training classes.

(H) COLLEGE shall ensure that Workers' Compensation Insurance coverage is in place for COLLEGE employees or independent contractors serving as Program faculty, lead instructors or Program coordinator(s).

(I) Instructors will be paid on COLLEGE salary schedule as part-time instructors.

(5) **Term and Renewal:** This Agreement is effective as of April 1, 2026, and will continue until September 30, 2026, unless terminated earlier by either Party with ninety (90) days prior written notice. In the event of termination, students will be permitted to complete courses in which they are enrolled as of the Notice of Termination and Compensation shall be due for such services pursuant to Section 3, above.

(6) **Record Keeping:** COLLEGE shall maintain a hard copy student progress folder for each program in accordance with Florida Department of Education requirements. COLLEGE shall also maintain a hard copy file for each instructor provided under this Agreement which will contain forms, certificates, correspondence, and supporting documents verifying the qualifications of each instructor.

(7) **Public Records and Meetings:** COLLEGE and COUNTY are subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of its governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(8) **Liability:**

(A) Each Party agrees to be fully responsible for its own acts of negligence and the acts of negligence of its respective officers, agents, and employees acting within the scope of their agency or employment, and agrees to be responsible for any damages resulting from said negligence, subject to the limitations and defenses provided by § 768.28, Fla. Stat.

(B) This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2018). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

(C) Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the COUNTY or COLLEGE, in any matter arising out of this Agreement, or to confer any rights on any third party to allow

any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.

(9) **Taxes and Insurance:** COLLEGE is exempt from payment of Florida state sales and use taxes and Federal Excise Tax. COUNTY is not entitled to COLLEGE's tax exemption in securing materials. COUNTY shall be responsible for maintaining property insurance coverage on the premises and on the COUNTY property located therein as provided for in Part 1, Chapter 284, Fla. Stat. Neither COUNTY nor COLLEGE shall be required to provide any other insurance coverage with this Agreement. COUNTY shall be responsible for all losses to any personal property belonging to COLLEGE that may be maintained on the premises, unless action or inaction of COLLEGE, its officers, agents, students, and/or employees is the cause of such loss.

(10) **Use of Premises:** COLLEGE will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of Marion County now or hereinafter made.

(11) **Default:** If any of the following events occur ("Events of Default"), all obligations on the part of the non-defaulting party will, if the party so elects, terminate and the non-defaulting party may, at its option, exercise any of its remedies set forth in paragraph twelve (12).

(A) If any warranty or representation made by either party in this Agreement or any previous agreement between the parties is at any time false or misleading in any respect, or if either party fails to keep, observe, or perform any of the obligations, terms, or covenants contained in this Agreement or any previous Agreement between the parties, and has not cured such in a timely fashion, or is unable or unwilling to meet its obligations there-under;

(B) Misuse of funds; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner, and refusal by either party to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat.

(C) If any reports required by this Agreement have not been submitted or have been submitted with incorrect, incomplete, or insufficient information, or

(D) If either party has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(12) **Remedies:** Upon the happening of an Event of Default, the non-defaulting party may, at its option, upon thirty (30) calendar days prior written notice to the defaulting party and upon the defaulting party's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(A) Terminate this Agreement, provided that defaulting party is given at least thirty (30) days prior written notice of such termination. The notice will be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(B) Commence an appropriate legal or equitable action to enforce performance of this Agreement.

(C) Exercise any corrective or remedial actions, to include, but not be limited to:

1. Requesting additional information from defaulting party to determine the reasons for or the extent of non-compliance or lack of performance,
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, and

(D) Exercise any other rights or remedies which may be otherwise available under law.

(E) The pursuit of any one of the above remedies shall not preclude the parties from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by non-defaulting party of any right or remedy granted hereunder or failure to insist on strict performance by defaulting party shall affect or extend or act as a waiver of any other right or remedy of non-defaulting party hereunder, or affect the subsequent exercise of the same right or remedy by non-defaulting party for any further or subsequent default by defaulting party.

(F) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment will establish the effective date of the termination, and the procedures for proper closeout of the Agreement and completion of courses being conducted at the time of termination.

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

AS TO COUNTY:

James Banta, Fire Chief Marion County Fire Rescue  
2631 SE 3<sup>rd</sup> Street  
Ocala, Florida 34471  
Email: [James.Banta@marionfl.org](mailto:James.Banta@marionfl.org)  
Phone Number: (352) 291-8000  
Fax Number: (352) 291-8098

WITH COPY TO:

Parker Redman, Risk Manager  
Marion County, a political subdivision of the State of Florida  
521 SE 26th Ct.  
Ocala, FL 34471  
Email: [Thomas.Futch@marionfl.org](mailto:Thomas.Futch@marionfl.org)  
Phone Number: (352) 438-2341

AS TO COLLEGE:

Charles H. Prince, Vice President of Administration and Finance  
3001 SW College Road, Ocala, FL 34474  
Email: [princech@cf.edu](mailto:princech@cf.edu)  
Phone Number: (352) 854-2322, EXT. 1637

WITH COPY TO:

The District Board of Trustees of the College of Central Florida,  
3001 SW College Road, Ocala, FL 34474-4415

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

- a) On the date delivered, if by personal deliver,
- b) On the date faxed or emailed, if by facsimile or email, and
- c) On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

(14) **Relationship of Parties**: The relationship of COLLEGE to COUNTY shall be that of an independent contractor, and COUNTY shall have no right to supervise COLLEGE, its officers, employees, or independent contractors in their performance hereunder, subject to the provisions contained in this Agreement.

(15) **Waivers and Certain Claims**: Nothing contained in this Agreement shall be deemed an admission of liability by any Party to any other Party with regard to the subject matter of this Agreement, or any related matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture, or impose a trust or partnership duty, obligation, or liability on or with regard to any Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

(16) **Modification**: No provision of this Agreement may be waived, changed, or modified orally, but such may be accomplished only by an agreement in writing executed with the same formality as this Agreement.

(17) **Compliance with Laws**: Each Party must comply with all applicable federal, state, county and municipal laws, ordinances, statutes, rules, and regulations.

(18) **Entire Agreement**: This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the parties hereto concerning the subject matter hereof. If a conflict exists between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement will govern and control.

(19) **Assignment**: No Party may assign any right granted, or obligation assumed hereunder. Any such attempted transfer will be null, void, and of no force or effect and will constitute a breach of this Agreement.

(20) **Further Assurances**: Each Party hereto will cooperate and will take such further action and execute and deliver such further documents as may be reasonably requested by any other Party hereto in order to effectuate or facilitate the purpose and intent of this Agreement.

(21) **Attorney's Fees**: If any dispute arises out of this Agreement, each Party will pay its own attorney fees, costs, and expenses. This provision is applicable to the entire Agreement, and includes attorney fees, costs, and expenses incurred in enforcing and collecting an arbitration award or judgment.

(22) **Severability**: If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it will be considered severable from the remainder of this Agreement and will not cause the remainder to be invalid or unenforceable. In such event, if necessary or applicable, the Parties will reform this Agreement to replace such stricken provision with a valid and enforceable provision, which comes as close as possible to expressing the intention of the stricken provision.

(23) **Fair Dealing**: Each Party will act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

(24) **Construction**: In the case of uncertainty regarding the language in any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.

(25) **Judgments and Determinations**: When the terms of this Agreement provide that an action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination will be made in good faith, in a timely manner, and will not be arbitrary or capricious.

(26) **Legal Authority**: The Parties, having carefully read this Agreement and having consulted or been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by signing this Agreement. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of the Party for whom it purports to sign.

(27) **Public Records Compliance**: The Parties understand the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.

A. IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF RECORDS AT: CHARLES H. PRINCE, VP ADMINISTRATION AND FINANCE AT (352) 854-2322, EXT. 1637 OR IN PERSON AT 3001 SW COLLEGE ROAD, OCALA, FL 34474.

B. IF COLLEGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO COLLEGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF 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).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below, and agree that it shall be deemed effective as of the Effective Date set forth above.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA**

By: \_\_\_\_\_  
Gregory C. Harrell, Clerk

By: \_\_\_\_\_  
Carl Zalak, Chairman

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

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

For Use and Reliance of  
Marion County Only,  
Approved as to Form and  
Legal Sufficiency

*Matthew G. Minter*  
For: \_\_\_\_\_  
Matthew G. Minter  
County Attorney

**THE DISTRICT BOARD OF TRUSTEES  
COLLEGE OF CENTRAL FLORIDA**

WITNESS:  
*Eileen Carter* 4-20-2026

By: \_\_\_\_\_  
Print Name: Jennifer Fryrus

Sign Name: \_\_\_\_\_ Date

Title: Vice President, Workforce Development  
and Innovation

Eileen Carter  
Print Name

Date: 4/20/26

*Suzanne Abdane* 4/20/26  
Sign Name: \_\_\_\_\_ Date

Suzanne Abdane  
Print Name