

MEMORANDUM OF UNDERSTANDING NO FM1019
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
MARION COUNTY FIRE RESCUE

This Memorandum of Understanding (Agreement) is entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), located at 200 East Gaines Street, Tallahassee, Florida 32309, and Marion County, a political subdivision of the State of Florida, for the benefit of Marion County Fire Rescue (MCFR), located at 3230 Southeast Maricamp Rd. Ocala, Florida 34471. The Department and the MCFR are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Department’s Division of State Fire Marshal operates the State Fire College, a state institution owned by the Department, located in Ocala, Florida, for the purposes set forth in sections 633.432 and 633.444, Florida Statutes (F.S.);

WHEREAS, one purpose of the State Fire College is to provide professional and volunteer firefighters with needful professional instruction and training in subjects, including, but not limited to, firefighting, fire prevention, hazardous materials, urban search and rescue, and emergency operations at a minimum cost to them and to their employers;

WHEREAS, the MCFR has the expertise and personnel to provide the training identified in section 633.432, F.S.;

WHEREAS, the Department has the facilities, props, apparatus, tools, and equipment, including vehicles, to provide the training identified in section 633.432, F.S.; and

WHEREAS, it is a benefit to the Parties to enter into an agreement where the MCFR provides the required training at the State Fire College, under mutually agreeable terms and conditions.

NOW, THEREFORE, in consideration of the services to be performed, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Services and Deliverables.** The MCFR agrees to render the following services or other units of deliverables, as directed by the Department:
 - a. The instructional training set forth in Rule 69A-37.055(2)(a), Florida Administrative Code (F.A.C.) (Part I Training).
 - b. The instructional training set forth in Rule 69A-37.055(2)(b), F.A.C. (Part II Training).

- c. A lead instructor, appointed by the MCFR, will be present on campus at the State Fire College during instruction. The lead instructor will supervise the performance of the teaching personnel to assure performance in accordance with the terms of this Agreement and to consult, as deemed necessary, with the Department.
 - d. Instructors provided by the MCFR shall meet the minimum qualifications and any other instructor qualifications required for any specific discipline set forth in Rule 69A-37.059, F.A.C.
 - e. The MCFR instructors shall be responsible for testing, grading, and other academic matters for which instructors employed by the MCFR are responsible.
 - f. All reports, documents, and documentation requested by either Party from the other Party relating to this Agreement will be made available upon request within thirty (30) days.
 - g. In times of emergency, as determined by the Department, this Agreement may be suspended or halted pursuant to orders of the Superintendent of the State Fire College (Superintendent, and when this term is used, it is intended to include a designee of the Superintendent).
 - h. The MCFR shall complete and submit Attachment A, Florida State Fire College Maintenance/Repair Request Form, which is attached hereto and incorporated by reference into the Agreement, to request the performance of any maintenance and repairs.
 - i. Every student attending a course at the State Fire College must complete and sign Attachment B, Florida State Fire College Release and Waiver of Liability Form, which is attached hereto and incorporated by reference into the Agreement. All instructors and employees of the MCFR will have an Attachment B on file with the Superintendent. At the option of the Superintendent, visitors may be required to sign Attachment B when they are on the State Fire College premises.
 - j. No service or unit of deliverable specified in Section 1 of this Agreement will be provided by a third party without the prior written approval of the Superintendent.
 - k. For purposes of marketing, soliciting, or recruitment of any third-party contractor under this Agreement, the MCFR agrees to represent itself as Marion County Fire Rescue and not as the "Florida State Fire Marshal," "Bureau of Fire Standards and Training," or the "Florida State Fire College" in any correspondence, contracts, agreements, or literature for any service or deliverable under this Agreement.
 - l. For purposes of third-party accreditation, the Department will authorize and issue student applications to any students who have completed all respective training on the State Fire College campus
2. **Delivery Schedule.** The MCFR shall deliver or otherwise render the services or other units of deliverables specified in Section 1 above on behalf of the Department as follows:
- a. Part I Training and Part II Training will be delivered on an as-needed basis in accordance with

Department and student demand.

- b. All coursework shall be entered into the State Fire College database system and approved by the Bureau of Fire Standards and Training.

3. **Outcome Measures.** Deliverables are defined in Section 1 of this Agreement and outcomes will be measured against other similar providers for the State Fire College. An acceptable outcome is a passing rate of 85% or more of the students in all classes. Minimizing the cost to the firefighter student and the student's employer is considered a desirable outcome and is a high priority.

4. **Compensation and Expenses.**

- a. The Department's fee schedule, Florida State Fire College Use Fees, is attached hereto and incorporated by reference into this Agreement as Appendix 1. The MCFR shall collect and deliver the State Fire College fees, which are determined by the Department, to the Department on a quarterly basis. The payment shall be made no later than thirty (30) days after the quarter end. The Department will not provide monetary compensation to the MCFR for the services and other deliverables to be provided under this Agreement.
- b. The State Fire College may, at its discretion, waive tuition and fees for a student pursuant to section 633.446, F.S. The MCFR may deduct the amount of such waived tuition and fees from the next quarterly payment due to the Department. The MCFR shall submit a report with its payment to the Department that identifies the tuition and fees that are paid and credited.
- c. The Department agrees to pay for heating, air conditioning, janitorial services, and utility expenses at the State Fire College during the term of this Agreement.
- d. The Department will provide fuel for vehicles utilized in training at the State Fire College pursuant to this Agreement.

5. **Use of the State Fire College's Facilities, Premises, and Equipment and Use and Storage of the MCFR's Equipment.**

- a. The MCFR shall use the facilities at the State Fire College during the designated times and at the specific locations, as scheduled, subsequent to the approval of the Superintendent. The MCFR use of the State Fire College will be exclusively for the purposes set forth in this Agreement for the delivery of the approved training instruction. The MCFR use of the State Fire College facilities and equipment will be nonexclusive, and the Department may contract to allow or otherwise permit third parties to conduct training and other activities on the State Fire College premises in the sole discretion of the Department. The Superintendent may designate, in writing, a room or rooms at the State Fire College to be used exclusively by MCFR to provide the services and deliverables specified in Section 1 above during the term of this Agreement, provided that the Superintendent may revoke such designation at any time with thirty (30) days' written notice

served on the MCFR.

- b. The MCFR shall not make or suffer any unlawful, improper, or offensive use of the State Fire College premises or facilities or any use or occupancy thereof contrary to the laws of the State or the Ordinances of Marion County now or hereinafter made. No student or instructor will be permitted to participate in any course or seminar at the State Fire College premises without first completing Attachment B, Florida State Fire College Release and Waiver of Liability Form, and then complying with log-in and other security procedures of the Department. Attachment B will be maintained at the State Fire College. Failure of the MCFR to enforce Section 5.a. of this Agreement shall constitute a default of the Agreement under Section 14 and shall be a basis for the Department to terminate this Agreement.
- c. The Department will exclusively operate the dormitory, parking areas, and bookstore on the State Fire College premises.
- d. The Department will provide parking on State Fire College premises for students and personnel participating in the training pursuant to this Agreement.
- e. The Department will oversee the use of the cafeteria, class lunch scheduling, and the operation of the dining areas in coordination with the MCFR.
- f. The Department will allow the MCFR to store MCFR props, apparatus, tools, equipment, and vehicles (collectively MCFR equipment”) that is used for training pursuant to this Agreement on the State Fire College campus, pending space availability and written approval from the Superintendent.
- g. The MCFR may use Department props, apparatus, tools, equipment, and vehicles (collectively “Department equipment”) that are necessary for the MCFR to render the services or other units of deliverables identified in Section 1 of this Agreement under the following terms:
 - (1) The MCFR shall pay to use the Department’s equipment pursuant to the Department’s fee schedule under Appendix 1, Florida State Fire College Use Fees.
 - (2) The MCFR shall be responsible for returning the Department’s equipment used by the MCFR to its proper storage in good working order upon the conclusion of use by the MCFR for an individual class session. The MCFR shall immediately report all discrepancies, damage, inoperability, or other problems with the Department’s equipment to the Superintendent. The MCFR shall not remove any Department equipment from the State Fire College premises without obtaining prior written approval from the Superintendent.
 - (3) The use of Department vehicles is governed by, and will be strictly enforced pursuant to, any applicable Florida statutes, Rule Chapter 60B-1, F.A.C., (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60B-1>), and Attachment C,

Use of State-Owned, Leased, or Rented Vehicle Guidelines, which is attached hereto and hereby incorporated by reference into the Agreement. Prior to the use of any Department vehicles, the MCFR shall inspect and photocopy each student's or instructor's valid driver's license, and maintain a photocopy for inspection by the Department, in the student's progress file or in the instructor's file identified in Section 7. No participant or instructor will operate a Department vehicle without a valid driver's license. The MCFR is not authorized and shall not operate any vehicles off the State Fire College premises without obtaining prior written approval from the Superintendent.

- (4) The MCFR shall be responsible for informing and ensuring that all instructors and students are aware of the requirements of Section 5.g.
- (5) Execution of this Agreement constitutes authorization by the administrative head of the Department for the use set forth herein, as required by Rule 60B-1.011, F.A.C. (<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=60B-1>).

6. Facilities, Equipment Ownership, Maintenance, Repairs, and Disposition.

a. Facilities.

- (1) The Department will provide for general facility maintenance and repairs at the State Fire College in accordance with generally accepted good practices.
- (2) The MCFR shall not make any changes to the State Fire College facilities, training props, or premises without the written permission of the Department. If the Department grants permission for MCFR to make changes to the State Fire College facilities, training props, or premises, the cost of any such changes shall be the MCFR's responsibility. Any relocation of furniture or other personal property, internal or external, must be approved and coordinated through the Superintendent.

b. Equipment.

- (1) The Parties will adhere to the requirements of Appendix 2, Schedule of Responsibilities for Equipment and Propane (LP gas), which is attached hereto and incorporated by reference into this Agreement.
- (2) The ownership of any appurtenance or personal property on the State Fire College premises will be determined by the Parties and, if applicable, the item(s) will be identified on the MCFR equipment inventory list provided in Section 6.c.(4) of this Agreement.

c. Maintenance and Repair Responsibilities.

- (1) The MCFR shall be responsible for the repair, replacement, or reimbursement of any Department equipment that is lost, stolen, or damaged while the Department's equipment is

under the supervision, custody, and care of the MCFR or its instructors. The repair, replacement, or reimbursement for such items must be provided expeditiously on a timetable that is approved by the Department. If the Department requires replacement of equipment, the MCFR will be required to replace damaged or lost equipment with the same or substantially similar make and type equipment.

- (2) The MCFR equipment that may be on the State Fire College premises during the MCFR use of said equipment will be at the sole risk of the MCFR.
- (3) The MCFR will provide all routine maintenance, major repairs, insurance, and license tags for MCFR equipment, as applicable, utilized in training at the State Fire College.
- (4) All MCFR equipment must be marked with an inventory tag. The MCFR must provide to the Superintendent, on an annual basis, an updated inventory list of MCFR equipment used or otherwise stored on the State Fire College premises that includes an inventory tag, item description, quantity, serial number(s), if applicable, and location.
- (5) The Department will provide all routine maintenance, major repairs, insurance, and license tags for Department equipment, as applicable, that will be utilized in training at the State Fire College.
- (6) The Department is authorized to acquire any real or personal property by gift or donation pursuant to section 633.128(2)(d), F.S. Any real or personal property donated by the MCFR to the Department will be acknowledged in writing by both Parties. If such donations impact the maintenance or repair responsibilities of the Parties as stated in Appendix 2, Schedule of Responsibilities for Equipment and Propane (LP gas), Appendix 2 will be amended accordingly.

d. Disposition.

- (1) The removal of any appurtenance, equipment, props, or furnishing located or affixed to a State Fire College facility or the State Fire College premises is prohibited without the prior written approval of the Superintendent. If the MCFR requests such approval, and permission is granted, the removal will be at the expense of the MCFR and, further, all damage to the facility or premises caused by said removal will be repaired at the expense of the MCFR. Such repair work will be performed under the supervision and to the satisfaction of the Superintendent.
- (2) The Department may, with ninety (90) days' written notice served on the MCFR, require the MCFR, at the MCFR's expense, to remove any appurtenance or furnishing affixed by the MCFR to a State Fire College facility or the State Fire College premises. The MCFR shall pay all expenses to repair any damage to the State Fire College facility or premises

caused by said removal. Such repair work will be performed under the supervision and to the satisfaction of the Superintendent.

(3) The Department shall be responsible for the disposition of Department equipment unless otherwise agreed in writing by the Parties.

(4) The MCFR will be responsible for the disposition of MCFR equipment unless otherwise agreed in writing by the Parties.

7. **Record Keeping.** The MCFR shall maintain a hard copy of a student progress folder at the State Fire College for each student and training program delivered. The MCFR shall also maintain a hard copy file for each instructor that provides training under this Agreement, and each hard copy file will contain forms, certificates, correspondence, and supporting documents verifying the qualifications of each instructor, together with the subjects taught and the hours of instruction.
8. **Liability.** Notwithstanding any provision of, or attachment to, this Agreement to the contrary, each Party agrees to be fully responsible for its own acts of negligence and the negligent acts of its officers, agents, and employees acting within the scope of their agency or employment. Each Party agrees to be responsible for any damages resulting from its negligence and the negligent acts of its officers, subject to the limitations and defenses provided by section 768.28, F.S., and other applicable law. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Department or the MCFR. Nothing in this Agreement will be construed as consent by the Department or the MCFR to be sued by third parties in any manner arising out of this Agreement.
9. **Right of Department to be in Possession.** The Department maintains possession of the State Fire College premises at all times, including when the premises are in use by the MCFR.
10. **Taxes.** The Department is exempt from payment of State sales and use taxes and Federal Excise Tax. The MCFR is not entitled to the Department's tax exemption in securing materials. The MCFR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from the MCFR's performance of its obligations under this Agreement.
11. **Insurance.** The Department will be responsible for maintaining property insurance coverage on the State Fire College premises and on the State-owned personal property located therein as provided in chapter 284, Part I, F.S. Except as stated in Section 6, neither Party will be required to provide any other insurance coverage in relation to this Agreement. The MCFR shall be responsible for all losses of any personal property belonging to the MCFR that may be maintained on the premises, regardless of the cause of loss.
12. **Background and Employment Eligibility Requirements.**
 - a. The Department will consider the MCFR's employment of any unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act, and any such violation shall be cause for

termination of this Agreement.

- b. An entity, affiliate, or person who has been placed on the convicted vendor list or the discriminatory vendor list must comply with the requirements and limitations of sections 287.133 and 287.184, F.S., as applicable. The MCFR shall notify the Department if it or any of its suppliers, subcontractors, or consultants are placed on either list during the life of the Agreement.
- c. Under the Governor's Executive Order 11-116, and Section 448.095, Fla Stats. (2019) effective July 1, 2020, the MSFR must use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
- d. The MCFR agrees to submit to the Department, within thirty (30) days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program.
- e. The MCFR further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Agreement. The MCFR shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request. Information on "E-Verify" is available at the following website: <https://www.e-verify.gov/>.
- f. Compliance with the Employment Eligibility Verification requirements of Sections 12c., d., and e. is an express condition of the Agreement, and the Department may treat a failure to comply as a material breach of the Agreement.

13. Term and Renewal.

- a. This Agreement will become effective on the date last signed by the Parties and remain in effect for a period of five (5) years, unless terminated in accordance with the terms of this Agreement. The Parties may agree, in writing, to terminate this Agreement without cause. The written termination will establish the effective date of the termination and the procedures for proper closeout of the Agreement, including the completion of courses being conducted and scheduled to be conducted at the time of termination. The Agreement may also be terminated for an Event of Default, as provided in Section 14 below. If the Agreement is terminated, students will be permitted to complete current courses in which they are enrolled as of the date of the notice of termination.

- b. This Agreement may be renewed for up to five (5) one-year terms based on the same terms and conditions in this Agreement, or the amended Agreement, if amended, subject to the written agreement of the Parties and the satisfactory performance of the MCFR.

14. Default. If any of the following Events of Default occur, all obligations on the part of the non-defaulting Party will, if the non-defaulting Party so elects, terminate, and the non-defaulting Party may exercise any of the remedies set forth in Section 15:

- a. A Party provides a false warranty or a misrepresentation in any respect material to its performance of its obligations under this Agreement;
- b. Misuse of funds; fraud; lack of compliance with applicable rules, laws, and regulations; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, F.S.;
- c. Any report required by this Agreement is not submitted by the MCFR to the Department, or such report has been submitted with incorrect, incomplete, or insufficient information; or
- d. A Party has failed to perform and complete any of its obligations under this Agreement within the designated time period.

15. Remedies. Upon the occurrence of an Event of Default listed in Section 14 above, the non-defaulting Party may, after serving the defaulting party with thirty (30) days' written notice, 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 by serving the defaulting party a written notice of termination.
- b. Exercise any corrective or remedial actions, to include but not be limited to:
 - (1) Requesting additional information from the defaulting Party to determine the reasons for or the extent of non-compliance or lack of performance.
 - (2) Issuance of a written warning to advise the defaulting Party that more serious measures may be taken if the default is not corrected.
- c. Exercise any other rights or remedies which may be otherwise available under law.
- d. The pursuit of any one of the above remedies will not preclude the Parties from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by a non-defaulting Party of any right or remedy granted under this Agreement or a non-defaulting parties failure to insist on strict performance by the defaulting Party will affect or extend or act as a waiver of any other right or remedy of non-defaulting Party under this Agreement or affect the subsequent exercise of the same right or remedy by the non-defaulting Party for any further or subsequent default by the defaulting Party.

16. Administration of the Agreement.

- a. Notices required to be served upon the Department must be served via certified mail, return receipt requested, to:

William Sturgeon, Superintendent
Bureau of Fire Standards and Training
Florida State Fire College
11655 Northwest Gainesville Road
Ocala, Florida 34482-1486

- b. Notices required to be served upon the MCFR must be served via registered or certified mail, postage prepaid, return receipt requested, to:

Fire Chief
Marion County Fire Rescue
2631 SE 3rd St.
Ocala, FL 34471

Marion County Fire Rescue
Legal Department
Marion County Fire Rescue
601 SE 25th Ave
Ocala, FL 34471

- c. Substitution or replacement of the contact information or the name of the contact above may be made by either Party upon serving written notice to the other Party without requiring an amendment to this Agreement.
- d. Except where written notice is required to be served on the other Party, the Parties may communicate by using regular U.S. mail to the addresses provided above or using the other means of contact below:

- (1) Additional Department contact information:

Regina Saueracker may be reached by email at Regina.Saueracker@myfloridacfo.com or by telephone at (352) 369-2854.

- (2) Additional MCFR contact information

Christopher Whitler may be reached by email at Christopher.Whitler@marionfl.org or by telephone at (352) 598-1101.

17. Relationship of Parties. The relationship of the MCFR to the Department will be that of an independent contractor, and the Department will have no right to supervise the MCFR, its officers, or employees in their performance of the MCFR's obligations under this Agreement, subject to the terms and conditions of this Agreement. Nothing 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

regarding either Party. Each Party will be individually and severally liable for its own obligations under this Agreement.

18. Modification and Amendment. 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, except as provided in Section 16 above.

19. Compliance with Laws.

- a. Each Party will comply with all applicable federal, state, county, and municipal laws, ordinances, statutes, rules, and regulations.
- b. The MCFR understands its and its subcontractors' duty, if any, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The MCFR shall comply with this duty and cause its subcontractors performing services under this Agreement, if any, to comply with this duty.

20. Entire Agreement. This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter provided in this Agreement and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties with respect to the subject matter in this Agreement. 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.

21. Assignment. Unless otherwise authorized by law, neither Party may assign any right granted or obligation assumed under this Agreement. Any attempted unauthorized assignment will be null, void, and of no force or effect and will constitute a breach of this Agreement.

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

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

24. Waiver. Any waiver at any time, by either Party, of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, will not be deemed a waiver with respect to any subsequent default or other matter.

25. **Applicable Law.** This Agreement will be interpreted in accordance with the laws of the State, and any action arising out of this Agreement will be brought in the Circuit Court of the Second Judicial Circuit, in and for Leon County, Florida, or the United States District Court for the Northern District of Florida, in Tallahassee, Florida. Each Party hereto consents to the use of such forum and agrees not to challenge such forum on any basis, including, but not limited to, the basis of inconvenience or lack of personal jurisdiction.
26. **Third-Party Beneficiaries.** No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.
27. **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 will be exercised or such determination will be made in good faith, in a timely manner, and will not be arbitrary or capricious.
28. **Force Maieure.** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

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IN WITNESS THEREOF, the Parties, having carefully read this Agreement and having consulted or been given an opportunity to consult counsel of their choice, have indicated their acceptance of the above terms by executing this Agreement by their undersigned, and duly authorized, representatives.

**MARION COUNTY, a political subdivision of the State of Florida, for the benefit of
MARION COUNTY FIRE RESCUE**

By

Name

Title

Date

DEPARTMENT OF FINANCIAL SERVICES

By

Name

Title

Date

ORDER NUMBER:

FLORIDA STATE FIRE COLLEGE MAINTENANCE/REPAIR REQUEST

DATE:

ROOM/LOCATION:

TYPE OF REQUEST: ☐ EMERGENCY REPAIR ☐ SCHEDULED MAINTENANCE

DESCRIPTION OF PROBLEM(S):

1.

2.

3.

4.

5.

COMMENTS

Person making request:

Repair authorized by:

Person performing repair:

Date of completion:



FLORIDA STATE FIRE COLLEGE
RELEASE AND WAIVER OF LIABILITY

I acknowledge that attendance and/or participation in the activities at the Florida State Fire College involves a risk of bodily harm and injury and I assume all risk. I hereby agree that for consideration of the use of the facility, equipment, programs, grounds, and personnel of the Florida State Fire College, I hereby waive liability, and release and forever discharge the Florida State Fire College, the Florida State Fire Marshal, and the Department of Financial Services and Marion County Fire Rescue, and their employees, officers, and agents individually from any and all claims, demands, rights and causes of action of whatever kind or nature, arising out of all known and unknown, foreseeable and unforeseeable bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from participation in or in any way connected with any classes, training, or use of the Florida State Fire College, its property or its equipment.

I further agree that for the consideration stated above, I will indemnify, hold harmless and covenant not to sue the Florida State Fire College, the Department of Financial Services, the Florida State Fire Marshal, and Marion County Fire Rescue, and their employees, officers or agents for any claim for damages or causes of action whatsoever and by whomever made arising or growing out of my participation in the activities or use of the Florida State Fire College, its property or its equipment. Further, I understand that this release, waiver of liability, and covenant not to sue shall be effective for the entire period of my attendance of the course indicated below at the Florida State Fire College.

I understand that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28, Florida Statutes.

I have received a copy of this document and I certify that I am of legal age, I am suffering under no legal disabilities, and that I have read the above carefully or had the above read to me before signing.

Signature

Date

Print Name

Course Title and Date(s)

Department of Financial Services Administrative Policies and Procedures

Title: Fleet Management – Use of State Vehicles
Number: 2-07
Owner: Division of Administration, Bureau of General Services
Effective Date: January 19, 2023
Approved by: Chief of Staff

I. TITLE

Fleet Management – Use of State Vehicles

II. AUTHORITY AND REFERENCES

- A. Florida Statutes: Chapters [273](#), [287](#), [316](#), [320](#), [322](#) and [790](#)
- B. Florida Administrative Code: [Rule 60B-1](#)
- C. Administrative Policies and Procedures (AP&P): [2-08](#), [2-12](#)
- D. Department of Highway Safety and Motor Vehicles: [Florida Traffic Crash Report](#), [Driver Improvement Courses](#)

III. STATEMENT OF POLICY

It is the policy of the Department that State Vehicles shall be used for official purposes and will be used only as authorized by the Department head. The use, operation, and maintenance of State Vehicles will be in accordance with applicable state laws, rules, and this AP&P.

IV. PURPOSE OR OBJECTIVE

To purpose of this AP&P is to provide guidelines for Department employees pertaining to the safe, efficient, legal use, operation, and maintenance of State Vehicles.

V. DEFINITIONS

- A. Assigned Vehicle: Any State Vehicle that is assigned for utilization by a specific Department employee for conducting official state business.
- B. Authorized Driver: An employee with a Valid Driver's License employed by the Department, who is assigned a State Vehicle.
- C. Confidential Tag: A license plate issued under a fictitious name for a vehicle operated by a law enforcement agency.
- D. Damage to Vehicle: Any unauthorized alteration, mechanical, structural, or aesthetic change to the original condition of the State Vehicle.
- E. Department: For the purposes of the AP&P, collectively the Department of Financial Services, the Office of Insurance Regulation, and the Office of Financial Regulation.

Department of Financial Services

Administrative Policies and Procedures

Title: Fleet Management – Use of State Vehicles
Number: 2-07
Owner: Division of Administration, Bureau of General Services
Effective Date: January 19, 2023
Approved by: Chief of Staff

- F. Department Carrier: Department of Financial Services, Division of Risk Management.
- G. Emergency Repairs: Repairs needed immediately to continue the safe operation of a State Vehicle.
- H. Fleet Area Contact: An employee assigned by a division that is responsible for certain duties outlined in this AP&P, and ensuring that all required information is accounted for and entered into the Department of Management Services' (DMS) Fleet Management System.
- I. Fleet Fuel/Maintenance Card: A credit card from the fleet charge card system, for use by all state agencies, that provides for the purchase of fuel and maintenance services, and that provides purchasing controls and detailed transaction and management reporting.
- J. Fleet Management System: The fleet management and reporting system managed by the DMS. This system provides the management and cost information required to manage the state's fleet effectively and efficiently. It also provides accountability of equipment use and expenditures. Information will be entered by each Fleet Area Contact.
- K. Fleet Manager: An employee within the Bureau of General Services who has primary responsibilities related to the Department's State Vehicles, this AP&P, and who acts as a liaison with the DMS.
- L. Incidental Use: Meal breaks or other brief stops (e.g., restroom breaks, dry cleaners) related to day-to-day activities that may occur during a workday, and do not create an appreciable divergence from the most direct or practical route to an official or authorized destination.
- M. Non-Preventative Maintenance: Any maintenance that is performed on a State Vehicle that is not among the list of items expressly listed in the definition of Scheduled Preventative Maintenance. Examples of Non-Preventative Maintenance are car washing, tire replacement, and adding oil.
- N. Repairs: Corrective actions taken to restore a State Vehicle to a sound and safe condition after damage, not to be considered an Emergency Repair.

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- O. Scheduled Preventative Maintenance: Routine oil change, filter and lube services, inspection and replacement of any fluids, and any other manufacturer recommended maintenance.
- P. State Vehicle: Any state owned motor vehicle used for conducting official state business. For purposes of this AP&P, a State Vehicle is also considered a Department Fleet Vehicle.
- Q. Toll Transponder: An electronic device that emits a signal that allows a vehicle to pass through state toll collection facilities and automatically enters a toll line item that is billed to the Department.
- R. Valid Driver's License: A legal driver's license, for an employee who is authorized to use a State Vehicle.
- S. Vehicle Accident: The unintentional collision of a State Vehicle with another vehicle, object, or person, on or off public or private roadways, driveways, or parking lots, that results in property damage to a vehicle, or personal injury.
- T. Vehicle Assignment Codes (as referenced in the [Rules 60B-1.006](#), [60B-1.007](#), and [60B-1.008](#)):
 - 1. Class A-1 - A pool vehicle that is available for general use.
 - 2. Class B-1 - A passenger carrying vehicle that is assigned to an employee but parked at the office.
 - 3. Class B-2 - A non-passenger carrying vehicle that is assigned to an employee but parked at the office.
 - 4. Class C-1 - A vehicle assigned to an employee by virtue of the employee position as approved and authorized by the DMS.
 - 5. Class C-2 - A law enforcement vehicle assigned to an employee who is subject to emergency calls from his residence for the protection of life or property.
 - 6. Class C-3 - An emergency service vehicle assigned to an employee who is subject to emergency calls from the employee's residence for the protection of life or property.
 - 7. Class C-4 - A vehicle assigned to an employee whose home is the employee's official base of operation and the vehicle is parked at home when not in use.

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8. Class E-1 - A vehicle used to support the agency's mission, but is not available for general use, is not assigned to an employee, and is not used for law enforcement or emergency services.
9. Class E-2 - A vehicle used to support law enforcement activities, but is not available for general use, and not assigned to an employee.
10. Class E-3 - A vehicle used to support activities for the protection of life or property, is not available for general use, and is not assigned to an employee.

VI. ROLES AND RESPONSIBILITIES

- A. The Authorized Driver is responsible for:
 1. Completing and signing Form DFS-C3-1810, prior to the operation of a State Vehicle.
 2. Accurately and completely completing a monthly vehicle log.
 3. Ensuring the proper care of the State Vehicle.
 4. Ensuring that proper and preventative maintenance and repair work are performed on assigned State Vehicles.
 5. Ensuring that the interior and exterior of the State Vehicle remain clean.
 6. Complying with this AP&P.
- B. The supervisor of the Authorized Driver is responsible for:
 1. Ensuring properly Scheduled Preventative Maintenance and Repairs are being performed on State Vehicles.
 2. Ensuring that all expenditures and usage of State Vehicles are being properly documented in a timely manner.
 3. Complying with this AP&P.
- C. The Fleet Area Contact is responsible for:
 1. Ensuring completeness of information provided for each State Vehicle log.
 2. Coordinating fleet activities and training end users on this AP&P and vehicle operation.
 3. Ensuring that each Authorized Driver has completed and signed Form DFS-C3-1810, prior to the operation of a Fleet Vehicle.
 4. Entering Fleet Vehicle information into the Fleet Management System.

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5. Ensuring that each Authorized Driver completes the Florida Department of Transportation (FDOT) Defensive Driving Training Course, as follows:
 - a. All newly hired Authorized Drivers shall complete the full three (3) hour FDOT Defensive Driving course during the onboarding process.
 - b. Thereafter, annually, all Authorized Drivers shall complete refresher training (FDOT Defensive Driving Course - short version).
 6. Assisting the Fleet Manager in the annual fleet review and the bi-annual review of driver's license history.
 7. Complying with this AP&P.
- D. The Fleet Manager is responsible for:
1. Training Fleet Area Contacts on this AP&P and the Fleet Management System
 2. Performing an annual fleet review with each division to ensure compliance with the vehicle assignment code requirements.
 3. Coordination of the bi-annual review of driver's license history for employees who are authorized to drive a State Vehicle.
 4. Compliance with this AP&P.

VII. PROCEDURES

- A. Standards for Use of State Vehicles
1. All Authorized Drivers must operate State Vehicles in accordance with Florida law. Law enforcement operations or criminal investigative needs which require operation in excess of the posted speed limits are an exception to this requirement and are permitted under [Section 316.072\(4\)\(5\)](#).
 2. State Vehicles assigned to Department employees are for conducting official state business and incidental use contiguous with official business in accordance with [Rules 60B-1.006](#), [60B-1.007](#), and [60B-1.008](#)
 3. Authorized Drivers are required to have a Valid Driver's License.
 4. Authorized Drivers must complete the FDOT Defensive Driving Training Course, as follows:
 - a. All newly hired Authorized Drivers shall complete the full three (3) hour FDOT Defensive Driving course during the onboarding process.
 - b. Thereafter, annually, all Authorized Drivers shall complete refresher training (FDOT Defensive Driving Course - short version).
 5. In accordance with [AP&P 2-12](#) use of smoking, vaping, and other uses of Tobacco Products, or smoking related products are prohibited in State Vehicles.
 6. Use of alcoholic beverages or any illegal substances within the Assigned Vehicle is strictly prohibited. An employee driving while under the influence of alcohol

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- or controlled substances is in violation of [Section 316.193](#) and is subject to discipline.
7. Seat belts shall be worn while operating or riding within the assigned vehicle. The only exception is for special circumstances involving law enforcement operations.
 8. Employees shall not compose or read text or email messages while operating State Vehicles.
 9. Passengers who are employed with another city, county, state, or federal agency are allowed to ride in the assigned vehicle when the Authorized Driver is on official state business.
 10. Family members and individuals not employed by the department are not permitted to ride in a State Vehicle without prior approval from the Authorized Driver's Division Director or his/her designee.
 11. Use of any Assigned Vehicle outside of an employee's work schedule or duties, other than Incidental Use, is prohibited. Use of any Assigned Vehicle for secondary employment undertaken by law enforcement or emergency services employees requires prior supervisory approval.
 12. Employees with a Class B or Class C Assigned Vehicle should not use their personal vehicle for official state business without prior approval of the Authorized Driver's supervisor.
 13. Employees should not alter or make any modifications to an Assigned Vehicle or add or modify equipment without the prior approval of the Fleet Manager.
 14. Employees shall use due care when operating an Assigned Vehicle. The Assigned Vehicle should be operated safely and in accordance with all applicable traffic, parking, and safety equipment laws.
 15. Employees shall not allow State Vehicles to be operated by unauthorized or unlicensed drivers.
 16. Employees assigned to a State Vehicle must complete a monthly vehicle log which includes the beginning and ending odometer reading, gasoline or diesel fuel purchased, Repairs or Scheduled Preventative Maintenance performed during the time of use, and commuter mileage.
 17. Employees must keep the assigned State Vehicle secure at all times, by ensuring the vehicle is locked when not in use.
 18. Sworn law enforcement officers shall store firearms in an unoccupied vehicle consistent with Division of Investigative and Forensic Services (DIFS) Policy 1.4.2.
 19. Employees who drive a State Vehicle home during non-working hours (restricted to Classes C-2, C-3, and C-4) should park the vehicle off the street and in a

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lighted area if possible. Vehicles assigned to anyone other than a sworn law enforcement officer may not be driven to an employee's home or used during non-working hours except as indicated in [Rule 60B-1.007\(3\)](#).

20. Employees must always keep the State of Florida license plate (yellow tag) in the vehicle, if a Confidential Tag is used.
21. Vehicles displaying Confidential Tags shall not have conspicuous emergency lights.

B. Driver's License Checks

1. The Fleet Manager, in coordination with the Area Fleet Contacts and the Bureau of Human Resource Management, will coordinate a bi-annual review of driver's license history for any employee who routinely operates a State Vehicle or an Assigned Vehicle.
2. Results of the review of driver's license data will be shared with the Division Director.

C. Fuel Purchases

1. Each State Vehicle will have a Fleet Fuel/Maintenance Card issued for use with that vehicle.
2. Fuel purchases will be logged in the appropriate day field of the monthly vehicle log.
3. The Fleet Manager will arrange for the issuance of the Fleet Fuel/Maintenance Card for each State Vehicle and maintain records that associate a specific Card with an assigned vehicle. DMS will notify the Fleet Manager of any changes, modifications, etc., that relate to the Fleet Fuel/Maintenance Card contract.
4. All FDOT fueling sites utilize the Fleet Fuel/Maintenance Card as a method of payment and may be used.
5. Employees should use unleaded regular fuel. A notation on the Monthly Vehicle Log must document that unleaded regular fuel was not available if a higher-octane fuel was used.
6. If a Fleet Fuel/Maintenance Card is not accepted by a vendor, the following rules apply for purchases:
 - a. Fuel may be purchased using cash or a personal credit card.
 - b. Receipts for purchases must be submitted to the Bureau of Financial Services, using Form DFS-R2-692. Fuel purchases must be recorded on the monthly vehicle log. The cost of fuel purchases is not eligible for the federal gas tax reduction.

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7. If a replacement Fleet Fuel/Maintenance Card is needed due to loss or damage, the holder of the card should contact his/her supervisor immediately, and the supervisor will report the loss or damaged card to the Fleet Manager and request a replacement card.
8. Employees failing to comply with the requirements for use of the Fleet Fuel/Maintenance Card may be subject to disciplinary action.

D. Vehicle Logs

1. A monthly vehicle log will be completed by the employee(s) assigned to a State Vehicle.
 - a. The monthly vehicle log should be completed and verified by the employee assigned to the vehicle, who will attest to the accuracy of data entered.
 - b. Employees shall enter a beginning and ending monthly odometer reading into the appropriate fields on the vehicle log, and shall include any notations for vehicle 'idle time' or 'down time', commuter mileage, etc.
 - c. All receipts for fuel, repairs, or other miscellaneous expenses will be kept with the monthly vehicle log. Each receipt is to be signed and submitted with the monthly vehicle log. Receipts should be attached to a blank sheet of paper to facilitate document imaging. Missing receipts must be replaced with Fuel and Maintenance Fleet Card Replacement Receipt Form DFS-C3-1986.
2. The vehicle log will be prepared by the Assigned Driver(s) and submitted to their supervisor. The supervisor, or appointed staff, will review, approve, and send the original monthly vehicle log, and all associated receipts, to the division's Fleet Area Contact, no later than the eighth (8th) workday of the month, for vehicle activity during the preceding month.
3. The Fleet Area Contact will enter the vehicle log information into the Fleet Management System, and forward the monthly vehicle logs, and all associated receipts, to the Fleet Manager by email at FleetLogSubmissions@MyFloridaCFO.com no later than the 15th of each month.

E. Vehicle Maintenance and Repairs

1. Non-Preventative Maintenance and Scheduled Preventative Maintenance should be performed as needed, or according to manufacturer schedule.
2. Non-Preventative Maintenance and Scheduled Preventative Maintenance may be purchased using the Fleet Fuel/Maintenance Card.
3. All employees assigned a State Vehicle are responsible for arranging an oil and oil filter change every 5,000 miles or five (5) months, whichever occurs first, as

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well as a check to ensure that all other fluids, brakes, belts, and tires are maintained at peak performance level.

4. Tire pressure should be maintained in accordance with manufacturer's label on the driver's door jamb.
5. Non-Preventative and Scheduled Preventative Maintenance must be documented on the monthly vehicle log and shall include accurate and complete receipts.
6. Scheduled Preventative Maintenance services are entered into the Fleet Management System by the Fleet Area Contact.
9. Employees shall have State Vehicles serviced and repaired at facilities that accept the Fleet Fuel/Maintenance Card. If the facility does not accept the Fleet Fuel/Maintenance Card, the employee must follow all State and DFS purchasing policies.
10. Scheduled Preventative Maintenance, Repairs, and Emergency Repairs up to \$1,500.00 should be paid with the Fleet Fuel/Maintenance Card, if accepted by the provider. The employee is responsible for verifying that the provider will accept the Fleet Fuel/Maintenance Card prior to the performance of any work.
11. The Fleet Manager must be contacted in advance for an authorization number when mechanical, body, or interior repair work exceeding \$1,000.00 is required.
12. Major Repairs not covered by the manufacturer's warranty exceeding \$1,000.00 will require that the employee obtain at least two written itemized quotes from vendors. The employee will inform all vendors that the state is exempt from sales tax and provide the exemption number to the vendor.
13. The employee shall coordinate the acquisition of all necessary estimates for the repair of the State Vehicle, if it was damaged because of a motor vehicle accident, with the Fleet Manager.

F. Vehicle Accidents or Collisions:

The Authorized Driver shall:

1. Report, as soon as possible, any vehicle accident, crash, or collision to the employee's supervisor and the Fleet Manager. Upon notification, the employee's supervisor should respond to the scene. If an immediate response is not possible or practical, the supervisor will, if feasible, arrange for another supervisor to respond.
2. Notify emergency medical services (911), if injuries are sustained by any person in an accident, crash, or collision. The employee will then take all reasonable steps to render aid to any injured person(s).
3. Request the reporting law enforcement authority to complete the "long form" [Florida Traffic Crash Report](#) for each incident.

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4. Call the Department Carrier; Division of Risk Management at (850) 413-3122.
5. If an employee is injured, the injuries are to be reported consistent with [AP&P 2-08](#).
6. When possible, the employee or responding supervisor shall obtain photographs of all vehicles involved in the accident.
7. When possible, the State Vehicle should not be moved until the appropriate investigating law enforcement personnel arrive on the scene. If the state vehicle is obstructing the regular flow of traffic and must be moved, the employee should move the vehicle after noting its position and any other information that will be needed for a comprehensive crash investigation.
8. The employee should not discuss details of the accident at the scene with anyone except the investigating law enforcement officer.
9. The employee should obtain all pertinent information about the other driver(s) and exchange driver information as required by [Section 316.070](#).
10. Complete both the Automobile Accident Report form (DFS-D0-261) and the Statement of Accident form (DFS-D0-261 continued), retain a copy and forward the originals to the employee's supervisor.
11. Obtain a copy of the completed [Florida Traffic Crash Report](#) from the investigating agency. Law enforcement supervisors will ensure the "Vehicle Use" information contained in the "long form" Florida Traffic Crash Report reflects that the vehicle was being utilized for a law enforcement purpose.
12. When all documentation is complete, the supervisor shall forward the entire original file to the Fleet Manager.

VIII. DISCIPLINARY GUIDELINES FOR VEHICLE OPERATION VIOLATIONS

- A. Prior to operating a State Vehicle, any employee who has been issued two or more moving traffic citations within the last three years will be required to attend and provide, to the Fleet Area Contact, the Fleet Manager and the employee's supervisor, proof of attendance of a defensive driving course at a Department of Highway Safety and Motor Vehicles approved provider in accordance with the following guidelines:
 1. A [basic driver improvement course](#) must be completed if the employee was a driver in a crash and found to be at fault.
 2. An [advanced driver improvement course](#) must be completed if the employee's driver license was suspended in the state of Florida for points, the employee was convicted as a habitual traffic offender (non-DUI related), or the employee's attendance was mandated by court order.

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- The payment of the cost of either course is the employee's responsibility and the time taken for attendance of the course is not considered work hours for time and attendance purposes.
- B. After being assigned a State Vehicle, any employee who receives a moving traffic violation while operating a State Vehicle may be subject to disciplinary action.
 - C. Employees cited for any violation of Florida Statutes, other than parking citations, while driving a State Vehicle or their personal vehicle and conducting official state business must notify their supervisor immediately, or within 24 hours when immediate notification is not feasible. Unless the employee is found not at fault, the employee is responsible for satisfying all civil and/or criminal penalties, such as traffic citation fines, etc.
 - D. Any employee who is assigned to a State Vehicle whose driver's license is suspended or revoked for any reason must immediately notify his/her supervisor. The employee must immediately cease driving the State Vehicle and must cease driving any other vehicle for official state business until the employee possesses a Valid Driver's License. In the event the employee cannot meet the terms and conditions of employment due to a suspended or revoked license, the employee may no longer be eligible for employment.

Appendix 1

Florida State Fire College Usage Fees

The use of the Florida State Fire College facilities directly impacts capital, maintenance, repair, expense and administrative costs. To offset these direct costs the following fees will be collected by Marion County Fire Rescue and submitted to the Department of Financial Services for deposit into the Insurance Regulatory Trust Fund:

Fee Schedule	All Students
Facility Use Fee	10% of tuition

Costs for meeting rooms or field exercise when tuition is not charged:

Items	Charges
Classroom	\$200/day
Use of Field Props	\$400/day
Auditorium Usage	\$350/day

Appendix 2

Schedule of Responsibilities for Equipment and Propane

	ITEM	Responsible Party
Propane	LP Gas (tanks to be filled as needed for classes and exercises)	Marion County Fire Rescue
Portable Ladders	Testing-annual testing by certified independent testing agency. Certifications to be provided to Department	Marion County Fire Rescue
Cascade System	Maintenance and Repair of compressor system and cascade bottles: air quality to meet clean air standards for breathing air	Marion County Fire Rescue
Self contained breathing apparatus (SCBA)	Labor for testing, maintenance and repair	Marion County Fire Rescue
	Parts and replacement as needed to meet National Fire Protection Association standard for SCBA	Marion County Fire Rescue
Natural Gas	Gas for training props as there is no way to separate it from the gas used for the facility	Department