

MEMORANDUM OF AGREEMENT
BETWEEN
WINGS OF FAITH FELLOWSHIP CHURCH OF GOD INC.
AND
MARION COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement (this "Agreement") is made and entered into by and between **Wings of Faith Fellowship Church of God Inc.**, a Florida not for profit corporation, 5066 SE 64th Ave. Rd., Ocala, FL 34472 (hereinafter referred to as "WOF") and **Marion County**, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 (hereinafter referred to as "COUNTY")("Party" individually and "Parties" collectively).

WHEREAS, WOF, as part of its church ministry, provides a food pantry and currently limited food distribution services to those in need in Marion County; and

WHEREAS, WOF is a duly qualified distribution partner of independent food banks Second Harvest Food Bank of Central Florida, Inc. and Food Share, Inc., private Not-For-Profit Florida corporations, which provide fresh and nutritious food for local community redistribution in the public interest by WOF to those in need; and

WHEREAS, WOF has now outgrown the space within their property to continue providing food distribution services and is seeking assistance from Marion County for temporary locations to facilitate said services; and

WHEREAS, COUNTY desires to work collaboratively with WOF by temporarily providing park facility space to support WOF's expanded food distribution services and operations, until a permanent location for said food distribution services is obtained by WOF.

NOW, THEREFORE, the Parties agree as follows:

This Agreement will delineate the terms between the Parties for use of the COUNTY's park space defined below.

I. DURATION

This Agreement shall start on _____, 2026 and will remain in effect for one (1) year and is eligible to renew for three (3) additional three (3) year terms. This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party, with or without cause.

II. TERMS AND CONDITIONS FOR USE OF PARK SPACE AND COUNTY-OWNED LANDS

1. Only the following COUNTY Parks & Recreation facilities ("Facilities") are approved for use by WOF: Southeastern Livestock Pavilion (SELP); Rotary Sportsplex; Belleview Sportsplex; and Wrigley Fields. Each location may be used no more than one (1) time per month. Additional locations may be requested and are subject to review and approval by the County Administrator or his designee. Use of COUNTY owned and/or managed park space under this Agreement is

provided in support of a public benefit and is subject to availability, operational needs, and COUNTY approval for each event.

2. Event Requirements

2.1 Permitting:

- a. This MOU does not exempt WOF from obtaining any necessary Special Event Permits (SEP). WOF is responsible for contacting the appropriate permitting agency, for each event, to determine if a SEP is required. WOF shall comply with the conditions of each SEP for their food distribution services, in addition to any requirements and/or limitations described in section 2.2.
- b. A copy of the completed SEP shall be provided to the Parks & Recreation department no less than five (5) business days prior to the date of the event.

2.2 Parks & Recreation requirements.

- a. Food distribution activities must occur within approved hours; commencing after sunrise and ending by 2:00 PM. This includes breakdown and cleaning activities.
- b. It is the responsibility of WOF to ensure that food distribution recipients arrive and depart during approved event times only. Queueing of vehicles inside County facilities, along roadways or public Right of Ways outside of approved event times is prohibited.
- c. WOF shall make every effort to request event dates no less than thirty (30) days in advance.. Department staff will confirm availability of the requested Facility and any applicable amenities as part of the review and written approval process. WOF shall have no right to use any Facility until review and written approval by the Department.
- d. Requested dates are subject to availability and approval is not guaranteed.
- e. Must meet COUNTY's standard insurance requirements, as provided in Section 4 herein.
- f. WOF must submit a site plan for approval prior to each event. The site plan will identify parking areas, staging areas, vehicle ingress and egress, distribution area(s), volunteer staging, trash collection and any tents or tables.
- g. No permanent storage of equipment or supplies onsite.
- h. P.A. systems and loudspeakers are prohibited unless approved by COUNTY in advance.
- i. Portable restrooms may be required at event holder's expense depending on the location.
- j. All trash, pallets, food, and debris must be removed on the same day of the event. All personal items (tents, canopies, grills, etc.) must be removed from the Facility, including any concession stand(s), within twenty-four (24) hours of the conclusion of the event.
- k. No overnight staging of vehicles, equipment, trailers, unless approved.
- l. WOF must provide a point of contact that will be on-site for each event.
- m. WOF is responsible for ensuring that all vehicles and traffic flows stay within the provided site plan.
- n. WOF is required to supply the COUNTY with the following measurable data after each event: the number of people served and pounds of food distributed.
- o. At a minimum, WOF must provide a basic traffic control plan (cones, signage and sufficient volunteers directing traffic). Additional traffic control measures may be required by the SEP.
- p. No blocking of fire lanes, hydrants, or facility access points.
- q. COUNTY reserves the right to relocate, modify, or cancel a scheduled event due to weather, site conditions, or operational conflicts.
- r. WOF, with the support of COUNTY, shall enforce all park rules and policies, including, but not limited to, parking in designated parking spaces only; prohibition of alcohol in park

facilities; and smoking in designated areas only.

- s. No subleasing or allowing other organizations to operate under a WOF event without prior written approval by the County Administrator or his designee.
- t. WOF is responsible for all volunteers and their conduct.
- u. No unauthorized access to restricted COUNTY areas or facilities.
- v. No access to buildings unless specifically authorized by COUNTY in writing.
- w. Site must be returned to original condition on the same day.
- x. Communication plan required if event is canceled or relocated.

2.3 Park Event Facility Fees, Other Event Fees, Staffing/Administrative/Card Processing Fees:

No facility rental fee will be charged for use under this Agreement; however, COUNTY reserves the right to require reimbursement for any additional costs incurred including but not limited to security, staffing, cleanup and/or damages. For purposes of clarity, the Parties acknowledge that at the end of the event, the Department will conduct an inspection to determine if any damage has occurred, and/or if wear and tear on the Facility is excessive. Should such damage or abuse have occurred, WOF shall be invoiced for needed repairs and such amounts shall be due upon receipt.

- 3. Monitoring and Protection of COUNTY owned/managed park space: COUNTY shall routinely monitor the condition of Facilities for damage and/or wear and tear. If any of the Facilities specified in Section 1 above show signs of wear and tear, damage, overuse, etc., COUNTY reserves the right to move scheduled events to a different approved Facility and/or deny requests to use said Facility, until Facility conditions are restored to acceptable levels. All efforts will be made by COUNTY to assist WOF in selecting an alternate Facility in the event the requested location is closed due to poor Facility conditions.
- 4. Annual Volunteer Service Project: WOF shall work collaboratively with COUNTY to select a location and service project to be completed by WOF volunteers on an annual basis. The location of the service project may be at one of the Facilities specified in Section 1 above or any other COUNTY owned/managed park space. Service projects will only be completed with advanced approval by COUNTY.
- 5. Assumption of Risk, Release, Indemnification, Hold Harmless and Defend, Sovereign Immunity, Binding on Others, Responsible Operation, Independent Contractor, Purpose and Severability.
 - 3.1 Assumption of Risk.
 - a. WOF acknowledges that its special events in a public space are considered outside of typical park usage and presents certain risks, and WOF hereby voluntarily assumes all such risks, known and unknown, of infection, illness, injury, disability, including death or damage, however caused during its special events, to the fullest extent of the law.
 - b. WOF assumes all risks associated with the distribution and consumption of food, including but not limited to, food-borne illnesses, disease, contamination, expiration, spoilage, etc. Further, any illness, disease, or death arising from the services and goods provided by WOF is the sole responsibility of WOF and all such occurrences are covered by the subsequent terms contained in 3.3.

3.2 Release.

- a. WOF hereby releases, absolves, acquits, waives, and forever discharges COUNTY, its

officials, governmental authorities, employees, agents, and volunteers, ("Released Parties") for every claim, demand, and cause of action of whatever nature or kind, including, but not limited to, the risks of viral contamination, illness, disease, disability, personal injury, including death, or damage to property, arising from or associated with this Agreement or WOF's use of the County's owned and/or managed park space.

- b. This release includes claims for strict liability for abnormally dangerous activities.
- c. This release survives the expiration or termination of this Agreement.

3.3 Indemnification Hold Harmless and Defend.

- a. WOF agrees to indemnify, hold harmless, and defend the Released Parties against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards, and actions of whatever kind or nature, including reasonable attorney's fees and costs on appeal, arising out of this Agreement or WOF's use of the Facilities, and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by WOF.
- b. WOF shall satisfy any judgment against the Released Parties and reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees and fees on appeal that the Released Parties incur because of any claims made against them arising out of this Agreement or WOF's use of the Facilities.
- c. WOF's grant of indemnity hereby survives the expiration or termination of this Agreement.

3.4 Sovereign Immunity. The Parties acknowledge that COUNTY is a governmental entity and does not waive any sovereign immunity protections provided in Section 768.28, Florida Statutes, as it may be amended from time to time.

3.5 WOF to Ensure the Release, Indemnification, Hold Harmless and Defend are Binding on Users.

- a. WOF agrees that for safety purposes and the protection of COUNTY, and as part of the consideration for entering into this Agreement, the protections afforded COUNTY need to govern and apply equally to all Facility users.
- b. WOF agrees that WOF, not COUNTY, is in a position to best cause safety compliance by the users of COUNTY Facilities.
- c. WOF agrees it shall ensure the release, indemnification, hold harmless and defend provisions of this Agreement in favor of COUNTY are binding upon, known to, and abided by WOF users of COUNTY Facilities.
- d. WOF specifically agrees that failure of WOF to comply with this Section shall result in WOF, not COUNTY, assuming full responsibility for any resulting liability.

3.6 Responsible Operation.

- a. WOF agrees to responsibly perform under this Agreement and use of the Facilities.
- b. WOF's responsible performance and use includes complying with, and requiring its users to comply with, up-to-date health and safety recommendations of the Federal and State authorities, including the Center for Disease Control recommendations, to wear personal protective equipment and social distancing as a means to prevent the spread of extremely contagious viruses, including COVID-19.
- c. WOF shall take particular care to ensure for the safety of its users and members of the public.

3.7 Purpose of Severability.

- a. WOF acknowledges, in light of the inherent and unknown risks involved in the use of the Facilities and as part of the consideration for this Agreement, an important part of the purpose of this Agreement is to create enforceable Release, Indemnification, Hold Harmless and Defend provisions in favor of the Released Parties as broad and inclusive as is permitted by law.
- b. The Parties agree that if any portion or provision of the intended protection of the Released Parties is found to be invalid or unenforceable, then the remainder will continue in full force and effect and any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purposes of this Agreement.

6. Insurance.

4.1 Requirements. WOF shall maintain during the entire term of this Agreement and all periods in which WOF is in possession of the Facilities, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury, and/or property damage, which may arise directly from WOF's use of the Facilities. The amount of insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence. WOF shall be listed as "Wings of Faith Fellowship Church of God, Inc." on the Certificate of Insurance as the named insured. WOF shall list COUNTY as additionally insured on the Certificate of Insurance as follows: "Marion County Board of County Commissioners, 601 SE 25th Ave., Ocala, FL 34471."

4.2 Use is Contingent Upon Insurance. WOF shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation Department ("Department") at 111 SE 25th Ave, Ocala, FL 34471 no less than ten (10) business days prior to the scheduled use of the Facilities. If insurance is not timely procured by WOF, WOF will not be eligible to use the Facilities until proper insurance documentation is provided.

III. INDEPENDENT CONTRACTORS

In the performance of this Agreement, WOF acknowledges it is an Independent Contractor, and not an agent, employee, partner, joint venture, or associate of COUNTY in any capacity. WOF is solely responsible for the means, methods, techniques, sequences, and procedures utilized by WOF. WOF specifically affirms that the Released Parties have no control over, are not involved in any way, and assume no responsibility for WOF's performance under this Agreement or WOF's use of the Facilities.

IV. NOTICES AND REPRESENTATIVES

- A. Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and sent by certified mail, return receipt requested to the representative designated in subparagraph IV(B), below. Same shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery.
- B. Each party shall designate a representative who is the primary point of contact for all matters related to this Agreement.

Wings of Faith Fellowship Church of God Inc.
5066 SE 64th Ave. Rd.
Ocala, FL 34472
(352) 687-4600
Rocky Shrable, Lead Pastor

Marion County Board of County Commissioners

County Administrator
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471
(352) 438-2300

With a copy to:
Marion County Parks & Recreation Department
Director
111 SE 25th Avenue
Ocala, FL 34471
(352) 671-8560

V. CONFIDENTIALITY

Where applicable, the Parties will comply with all federal and state confidentiality laws,

VI. PUBLIC RECORDS

If WOF has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the Agreement, contact the custodian of public records at:

Public Relations
601 SE 25th Ave., Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionCountyFL.org

VII. MODIFICATIONS, GOVERNING LAW, JURISDICTION, VENUE, WAIVER OF BREACH

- A. Modifications or Amendments. No modifications or amendments to the terms and conditions contained herein shall be effective unless contained in a written document and executed by each Party hereto.
- B. Governing Law, Jurisdiction and Venue. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. In the event of any legal proceedings arising from this Agreement, venue for state or federal legal proceedings shall be in Marion County, Florida.
- C. Waiver of Breach. The Parties agree to ensure compliance of all terms of this Agreement and work to resolve any failures of any terms. The Parties also agree that the failure on the part of either Party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of a right to enforce any and all material provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed by their undersigned officials as duly authorized, effective on the date of the last signature below.

COUNTY

MARION COUNTY, a political subdivision
of the State of Florida, f/b/o Marion County
Parks & Recreation

By: _____
Carl Zalak III, Chairman

ATTEST:

Gregory C. Harrell, Clerk of Court and
Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: [Signature]

Matthew Guy Minter, County Attorney

Wings of Faith Fellowship Church of God Inc.,
a Florida not for profit corporation,

By: *[Signature]* _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means or ☒ physical presence or
_____ online notarization this July 14, 2026, by Rocky Shrable, as
Lead Pastor of Wings of Faith Fellowship Church of God Inc., a Florida Not for Profit
Corporation.



[Signature]
Notary Public State of Florida
Name: Melissa K Treake
(Please print or type)
Commission Number: 344912
Commission Expires: 12.28.26

Notary: Check one of the following:

☒ Personally known OR
☒ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: DL