

**INTERLOCAL AGREEMENT
CENTRAL FLORIDA FIRE CONSORTIUM**

Approved by Central Florida Fire Consortium Board on _____, 2014.

RECITALS

WHEREAS, this is an Interlocal Agreement between the following political subdivisions and municipalities of the State of Florida (collectively, the "Central Florida Fire Consortium" or "Consortium" and individually, "Parties" or "Member Entities"):

- a. City of Orlando
- b. City of Winter Garden
- c. City of Ocoee
- d. City of Maitland
- e. City of Kissimmee
- f. City of St. Cloud
- g. City of Winter Park
- h. Orange County Board of County Commissioners
- i. Reedy Creek Improvement District
- j. Osceola County Board of County Commissioners; and

WHEREAS, by Interlocal Agreement dated June 6, 1977, the City of Orlando and the former Orange County Board of Fire Commissioners agreed to jointly sponsor and participate in an "Orlando-Orange Fire Training Academy"; and

WHEREAS, the City of Orlando provided for the creation and establishment of the "Orlando-Orange Fire Training Academy Board of Trustees" by adoption of an amendment to Chapter 2 of the Code of the City of Orlando; and

WHEREAS, by Interlocal Agreement dated June 3, 1982, (and subsequently updated and agreed upon on March 15, 1994, and again on January 18, 2006) the City of Orlando and Orange County and other then existing member agencies agreed to continue the joint efforts begun as a result of the aforementioned Interlocal Agreement of June 6, 1977; and

WHEREAS, by subsequent amendments to Chapter 2 of the Code of the City of Orlando, the Academy was renamed and redesignated as the "Central Florida Fire Academy at Orlando", then the "Central Florida Emergency Services Institute," and then re-named "Central Florida Fire Academy;" and

WHEREAS, the Central Florida Fire Academy no longer operates a state certified education and training program in fire and emergency services; and

WHEREAS, the District Board of Trustees of Valencia College, Florida ("Valencia College" or "Valencia") has established the Central Florida Fire Institute at Valencia (the "Institute") to operate a state certified education and training programs in fire and emergency services in its service district of Orange and Osceola Counties, Florida; and

WHEREAS, Valencia has entered into a License Agreement (the "License Agreement"), attached to and incorporated herein as Exhibit "A," with the School Board of Orange County, Florida, to use a portion of the facilities at Mid-Florida Technical School, located at 2900 W. Oak Ridge Road, Orlando, Florida 32809, more particularly described in Exhibit "A" to the License Agreement, attached to and incorporated herein (the "Facility") to operate the Institute, such Facility formerly used and operated solely by the Central Florida Fire Academy in accordance with prior interlocal agreements; and

WHEREAS, the Central Florida Fire Academy desires to change its name to the Central Florida Fire Consortium and to alter its purpose from locally operating a state certified education and training program in fire and emergency services to that of managing, operating and maintaining the Facility in support of the Institute and training needs of Member Entities and other selected public agencies; and

WHEREAS, Valencia desires to engage the Consortium to manage, operate and maintain the Facility in support of the Institute and training needs of Member Entities and other public agencies, such engagement to be documented and governed by a mutually acceptable management agreement ; and

WHEREAS, Chapter 163, Florida Statutes provides that a joint exercise of power by public agencies may be made by Agreement in the form of an Interlocal Agreement; and

WHEREAS, each of the Parties to this Interlocal Agreement is a "public agency" within the meaning of § 163.01 Florida Statutes; and

WHEREAS, the Parties to this Interlocal Agreement desire to collaborate in the operation of the Consortium and further desire to better set forth the working relationship between themselves with respect to the Consortium's operation.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and other good and valuable consideration, to include the mutual terms, conditions, promises, and covenants hereinafter contained, the Parties agree as follows:

1. **Recitals**: The recitals set forth above are true and correct, and incorporated as part of this Interlocal Agreement.

2. **Purpose and Intent**: It is the purpose and intent of this Interlocal Agreement to provide for the continuing operation, maintenance, and management of the Facility in support of the Institute and training needs of Member Entities and other public agencies, and to set forth the duties and responsibilities of the participating Parties. It is also the intent of this Agreement to operate the Consortium as a separate entity created by Interlocal Agreement.

3. **Powers Designated**: The Board of Directors of Central Florida Fire Consortium (hereinafter the "Board" or the "Board of Directors") shall possess the power to make and enter into contracts in the name of the Consortium, to employ agencies or employees, to acquire, construct, manage, maintain, or operate buildings, parks, or improvements; to acquire, hold, or dispose of property; and to incur debts, liabilities, or obligations which do not constitute the separate debt, liability, or obligation of any Party to this Interlocal Agreement. All such powers shall be exercised in accordance with the provisions of this Interlocal Agreement, as well as the provisions of Chapters 163 and 119, Florida Statutes.

4. **Board of Directors**:

- a. **Governance**: The Consortium shall be governed by its Board of Directors, in accordance with Chapter 163, Florida Statutes, and in accordance with this Interlocal Agreement.
- b. **Board Members**: The Fire Chief of each Member Entity to this Interlocal Agreement shall make up the Board of Directors of the Consortium. Each member of the Board of Directors shall be entitled to vote on all issues before the Board as provided herein.
- c. **Alternates**: Each member of the Board of Directors may designate, in writing, an alternate to serve as an acting Board Member in the event that he or she is unable to attend a meeting of the Board of Directors. Any such alternate member of the Board of Directors shall be entitled to vote on any issues before the Board, provided the original Board Member is entitled to vote but is not present.

- d. **Board Members not Compensated:** Members of the Board of Directors of the Consortium shall not be compensated for their services as Board Members. However, the Board may from time to time agree in advance to pay the out-of-pocket expenses of any Board member asked to do extraordinary services on behalf of the Board.

5. **Officers:** The Board of Directors shall hold an annual election of officers. Only Board members may serve as officers of the Consortium. The officers shall be President/Chairman, Vice President/Vice Chairman, Secretary, and Treasurer. Duties, responsibilities and authority of Officers shall be defined by the By-Laws, as defined herein.

6. **Meetings:** The Board of Directors shall meet at least quarterly, unless otherwise determined by the Board of Directors, at a time and place to be determined by the Board. In addition, Special Meetings of the Board of Directors may be called from time to time, and the procedures for such meetings shall be set forth in the By-Laws. All meetings and business of the Board of Directors shall be conducted in compliance with Florida's Public Records and open meeting laws.

7. **Voting Weights:** In consideration of the differences in size and scope of the Member Entities, voting weights shall be assigned as follows:

- a. City of Orlando (three (3) votes)
- b. City of Winter Garden (one (1) vote)
- c. City of Ocoee (one (1) vote)
- d. City of Maitland (one (1) vote)
- e. City of Kissimmee (one (1) vote)
- f. City of St. Cloud (one (1) vote)
- g. City of Winter Park (one (1) vote)
- h. Orange County Board of County Commissioners (four (4) votes)
- i. Reedy Creek Improvement District (one (1) vote)
- j. Osceola County Board of County Commissioners (two (2) votes)

8. **Action by Board of Directors:** All actions of the Board of Directors must be approved by a simple majority of those Board members present at the meeting, except that the following matters shall require a two-thirds (2/3) majority of those present for approval

- a. Approval of annual budget
- b. Hiring or firing of Facilities Manager

- c. Admission of any additional parties to Interlocal Agreement/Board of Directors
- d. Adoption of By-Laws
- e. Amendments to By-Laws
- f. Amendment of Interlocal Agreement
- g. Annual Schedule of Dues and Fees to be charged by the Consortium
- h. Notwithstanding anything contained herein to the contrary, the initiation of litigation or other legal action or proceeding on behalf of the Consortium shall require unanimous (100%) approval of the Board of Directors. Provided however, if a Member Entity's interest is adverse to the Consortium in the proposed litigation or other legal proceeding, the adverse Member Entity will not be entitled to vote on the issue.

9. Participating Parties: The parties to this Interlocal Agreement shall be the participants (sometimes referred to herein as "Members" or "Member Entities") in the Consortium. However, the Board of Directors, may, from time to time, allow additional public agencies to participate as Members on such terms and conditions as it may set. In the event that the admission of additional public agencies as Parties to this Interlocal Agreement be approved by a favorable two-thirds (2/3) vote as described in the preceding paragraph, such newly admitted Members must execute and agree to join in this Interlocal Agreement.

10. Use of Facility and Provision of Services to Non-Member Public Agencies:

- a. In accordance with the requirements of the License Agreement, all Member Entities shall be required to execute a facility sublicense agreement with Valencia College prior to using the Facility. This facility sublicense agreement is attached as Exhibit "B", and incorporated herein (the "Sublicense Agreement"). Each Member Entity agrees to execute the Sublicense Agreement as a condition of membership in the Consortium.
- b. The Consortium may, with the approval of its Board of Directors, authorize the use of the Facilities by public agencies that are not named Member Entities in this Interlocal Agreement. However, the Board of Directors shall set an appropriate fee schedule for such non-member participation, and the

non-member participant shall be required to execute the Sublicense Agreement with Valencia College prior to using the Facility.

11. School Board: The School Board of Orange County has licensed the use of the Facility to Valencia College, and will continue to do so on such terms and conditions as set forth in the License Agreement. The Facility shall remain the property of the School Board of Orange County, and may not be sold, mortgaged, or otherwise encumbered by the Consortium. T h e Consortium shall enter into a Facility Operations and Management Agreement with Valencia College.

12. Facility Manager: The Board of Directors may hire a Facility Manager, who shall be responsible for implementing the Facility Operations and Management Agreement as entered into by and between the Consortium and Valencia College. The Board shall enter into a written employment contract with the Facility Manager, more specifically setting forth the duties, responsibilities and authority of the Facility Manager.

13. Chief Financial Officer: The Board of Directors may also hire a Chief Financial Officer, who will be responsible for ensuring that all budgeting, accounts payable, accounts receivable, and other financial matters are conducted following generally accepted governmental accounting practices. The Board may enter into a written employment contract with the Chief Financial Officer, more specifically setting forth the duties, responsibilities, and powers of the Chief Financial Officer.

14. Committees: The Board of Directors, in carrying out its duties and responsibilities, may establish committees. The President shall appoint the Members to serve on each such committee.

15. Budgeting: The Board of Directors shall annually budget for the operations of the Consortium. Each party to this Interlocal Agreement shall cooperate in providing funding to the Consortium, in accordance with the terms herein. The Board of Directors shall annually adopt a schedule of dues and fees to be charged to Member Entities by the Consortium.

16. Third Party Contracts: The Board of Directors shall have the authority to enter into contracts with third parties to fulfill the purposes described herein. In purchasing and entering into contracts to purchase, the Board of Directors shall use its own duly adopted policies and procedures.

17. Gifts and Grants: The Board of Directors shall have the power and authority to accept gifts on behalf of the Consortium, and shall also have the power and authority to seek, in the name of the Consortium, grants from other governmental agencies.

18. **Insurance**: The Board of Directors shall obtain insurance coverage for liability, property, worker's compensation, unemployment compensation, group health insurance, and any other insurances as may be determined by the Board of Directors or required by law. In obtaining such insurance, the Board of Directors may participate in any Member Entity's insurance program, or in any other similar governmental insurance program.

19. **Employees**: Employees of the Consortium shall be its employees and shall not be considered to be the employees of any Member Entity while acting in his or her capacity as employee of the Consortium

20. **Indemnity**: To the fullest extent permitted by law and subject to the provisions and limitations of §768.28, Florida Statutes, the Consortium shall defend, indemnify and hold harmless any Member Entity, its officials, agents and employees from and against any and all non-employee claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney 's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused by any negligent act or omission of the Consortium, anyone directly or indirectly employed by it, or anyone for whose acts any of them shall be liable.

21. **No Pecuniary Liability of Member Entities**. Neither the provisions, covenants or agreements contained in this Agreement, nor any indebtedness issued pursuant to this Agreement, shall constitute an indebtedness or liability of t h e Member Entities, except as provided in the respective Sublicense Agreements entered into by and between each Member Entity and Valencia College as required herein. Any indebtedness shall be issued by the Consortium and not the Member Entities. If issued, any indebtedness and the interest thereon shall be limited t o , and special obligations of the Consortium, payable solely from the revenues pledged thereto.

22. **No Personal Liability**. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any Member Entity, officer, agent or employee of the Consortium nor any officer, agent, or employee of a Member Entity in his or her individual capacity, and members, officers, agents and employees of the Consortium and the Member Entities shall not be personally liable on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

23. **Filing of Agreement**. It is agreed that this Agreement shall be filed by the Consortium with the Clerk of the Court of Osceola and Orange County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until filed as directed herein.

24. Dissolution: In the event of dissolution of the Consortium, all authorized debts shall be paid, and any remaining property and assets of the Consortium shall be distributed pro rata to its participating Member Entities, in accordance with the amount of funding contributed by each Member Entity during the five years preceding such dissolution. Provided, however, that personal property contributed by any Member Entity shall be returned to the contributing Member Entity, in accordance with the following paragraph.

25. Contribution of Property: The Parties to this Interlocal Agreement may contribute or loan equipment or other goods to the Consortium, which shall remain the property of the Contributing Member Entity. Upon dissolution, any such contributed property shall be returned to the Contributing Member Entity.

26. Reports to Members: The Board of Directors of Central Florida Fire Consortium shall provide its budget to its member entities each year. In addition, The Board of Directors of the Consortium shall provide an independent annual audit of all receipts and disbursements to each participating entity. Members shall, at all times during normal business hours, have access to the books and records of the Consortium. In addition, copies of the minutes of all regular and special meetings of the Board of Directors shall be provided to each member.

27. Termination and Initial Term: The initial term of this Interlocal Agreement shall be for Ten (10) years, and may be renewed thereafter for successive Five (5) year terms.

28. Withdrawal by Member Entity: A member may withdraw from participation in the Central Florida Fire Consortium by giving not less than six (6) months written notice to the Board of Directors of the Consortium. Such withdrawal shall not relieve the withdrawing party of financial obligations incurred hereunder.

29. Termination of a Member Entity: A Member Entity may, upon a 2/3 majority vote of the Board, for non-payment of financial obligations to the Consortium or for other good cause, be terminated from the Consortium, by giving not less than six (6) months written notice to the Member Entity to be terminated. Such termination shall not relieve the terminated Member Entity from any financial obligations owed or that become owed during the six (6) month notice period.

30. Privileges and Immunities: All the privileges and immunities from liability, exemption from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents and employees of Member Entities when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents and employees extraterritorially.

31. Miscellaneous:

- a. All notices, demands, formal actions or other communications hereunder shall be in writing and mailed, delivered by facsimile or hand delivered to each Member. Members shall keep their contact information current with the Facility Manager
- b. This Agreement will inure to the benefit of and be binding upon the parties and their successors and assigns, and will not confer any rights upon any other person other than the Member Entities.
- c. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.
- d. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- f. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall in no way affect the validity of any of the other covenants, agreements, or provisions hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the day and year set forth below.

CITY OF ORLANDO

By: _____
Mayor/Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

[SEAL]

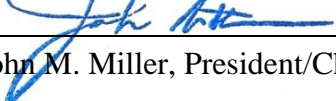
APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of Orlando,
Florida, only

City Attorney
Orlando, Florida _____ 2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this _____ day of _____ 2014, by _____, Mayor _____ and Alana C. Brenner, City Clerk, respectively, City of Orlando; and they acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were authorized to do so.

CENTRAL FLORIDA FIRE CONSORTIUM

By:  _____
John M. Miller, President/Chairman
Date: _____

