

# **INTERLOCAL AGREEMENT CENTRAL FLORIDA FIRE ACADEMY**

**Approved by Fire Academy Board on July 12, 2005**

This is an Interlocal Agreement between the following political subdivisions and municipalities of the State of Florida:

- a. City of Orlando
- c. City of Winter Garden
- b. City of Ocoee
- d. City of Maitland
- e. City of Kissimmee
- f. Orange County School Board
- g. City of St. Cloud
- h. City of Casselberry
- i. City of Winter Park
- j. City of Oviedo
- k. Orange County Board of County Commissioners
- l. Seminole County Board of County Commissioners
- m. Reedy Creek Improvement District
- n. Osceola County Board of County Commissioners

## RECITALS

**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<sup>th</sup>, 1994) the City of Orlando and Orange County 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 re-named and re-designated 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 current participants are desirous of continuing their joint efforts in providing firefighter, emergency medical and emergency management training; 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 continue with the operation of Central Florida Fire Academy and further desire to better set forth the working relationship between themselves with respect to the Fire Academy’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 and management of the Central Florida Fire Academy, and to set forth the duties and responsibilities of the participating parties. It is also the intent of this Agreement to continue Central Florida Fire Academy as a separate entity created by Interlocal Agreement, and this Agreement amends and modified the above referred to Interlocal Agreements.

3. **Powers Designated:** The Board of Directors of Central Florida Fire Academy (hereinafter the “Board” or the “Board of Directors”) shall possess the power to make and enter into contracts in its own name, 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:** Central Florida Fire Academy 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 party to this Interlocal Agreement, along with an additional board member to be designated by the Orange County School Board, shall make up the Board of Directors of the Central Florida Fire Academy. Each member of the Board of Directors shall be entitled to vote on all issues before the Board.

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 regular member is not present.

d. **Board Members not Compensated:** Members of the Board of Directors of the Central Florida Fire Academy 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 Central Florida Fire Academy. 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 monthly 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, whether regular or special, shall be properly noticed as “Public Meetings”, as required by Florida Law.

7. **Sunshine Laws:** All meetings and business of the Board of Directors shall be conducted in compliance with Florida’s Public Records and open meeting laws.

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 executive director or chief financial officer
- c. Admission of any additional parties to Interlocal Agreement/Board of Directors
- d. Adoption of By-Laws
- e. Amendments to By-Laws
- f. Annual Schedule of Dues and Fees to be charged by Central Florida Fire Academy.

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

10. **Provision of Services to Non-Member Public Agencies:** Central Florida Fire Academy may, with the approval of its Board of Directors, provide services to public agencies that are not participants in this Interlocal Agreement. However, the Board of Directors shall set an appropriate fee schedule for such non-member participation.

11. **School Board Participation:** The Orange County School Board has contributed both facilities and staffing to Central Florida Fire Academy, and will continue to do so on such terms and conditions as it may set from time to time. All facilities contributed by the School Board shall remain the property of the School Board, and may not be sold, mortgaged, or otherwise encumbered by Central Florida Fire Academy. Central Florida Fire Academy shall maintain Liability Insurance and shall provide the School Board with a Certificate of Insurance naming the School Board as an additional named insured.

12. **Executive Director:** The Board of Directors shall hire an Executive Director, who shall be responsible for the day to day operations of Central Florida Fire Academy. The Board shall enter into a written employment contract with the Executive Director, more specifically setting forth the duties, responsibilities and authority of the Executive Director.

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 name the members to serve on each such committee.

15. **Budgeting:** The Board of Directors shall annually budget for the operations of Central Florida Fire Academy. Each party to this Interlocal Agreement shall provide funding to Central Florida Fire Academy. The Board of Directors shall annually adopt a schedule of dues and fees to be charged by Central Florida Fire Academy.

16. **Purchasing**: In purchasing and entering into contracts to purchase, The Board of Directors of Central Florida Fire Academy shall initially use the procedures utilized by the City of Orlando for purchasing, until such time as the Board has adopted its own policies and procedures.

17. **Gifts and Grants**: The Board of Directors of Central Florida Fire Academy shall have the power and authority to accept gifts on behalf of the Fire Academy, and shall also have the power and authority to seek, in its own name, grants from other governmental agencies.

18. **Insurance**: The Board of Directors of Central Florida Fire Academy 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. In obtaining such insurance, The Board of Directors of Central Florida Fire Academy may participate in any member's insurance program, or in any other similar governmental insurance program.

19. **Employees**: Employees of Central Florida Fire Academy shall be its employees and shall not be considered the employees of a Member Entity.

20. **Indemnity**: To the fullest extent permitted by law and subject to the provisions and limitations of §768.28, F.S., Central Florida Fire Academy 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 Central Florida Fire Academy, 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 the member entities. Any indebtedness shall be issued by Central Florida Fire Academy and not the member entities. If issued, any indebtedness and the interest thereon shall be limited and special obligations of Central Florida Fire Academy, 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, officer, agent or employee of Central Florida Fire Academy nor any officer, agent, or employee of a Member Entity in his or her individual capacity, and members, officers, agents and employees of Central Florida Fire Academy 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 Central Florida Fire Academy, or its authorized agent or representative, with the Clerks of the Court of Seminole, Osceola and Orange County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until Central Florida Fire Academy or its authorized representative has so filed the Agreement.

24. **Dissolution:** In the event of dissolution of The Board of Directors of Central Florida Fire Academy, all authorized debts shall be paid, and any remaining property and assets of Central Florida Fire Academy shall be distributed prorata to its participating Member Entities, in accordance with the amount of funding contributed by each Member Entity during the five years proceeding such dissolution. Provided, however, that 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 Board of Directors of Central Florida Fire

Academy, 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 Academy shall provide its budget to its member entities each year. In addition, The Board of Directors of Central Florida Fire Academy 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 Central Florida Fire Academy. 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 5 year terms.

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

29. **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 extra-territorially.

30. **Miscellaneous.**

a. All notices, demands, formal actions or other communications hereunder shall be in writing and mailed, sent by facsimile or delivered to each member. Members shall be responsible for keeping their contact information current with the Executive Director.

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 be deemed separably from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.