

CITY OF OCALA, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

INTERLOCAL AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF IMPACT FEES
(EMERGENCY MEDICAL SERVICES)

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471 (hereinafter CITY), and the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 601 S.E. 25th Avenue, Ocala, Florida 34471 (hereinafter COUNTY).

WITNESSETH:

WHEREAS, pursuant to its home rule powers and applicable law, including Chapter 163, *Florida Statutes*, on or about May 23, 2025, the Board of County Commissioners of Marion County, Florida adopted Ordinance No. 2025-17, the "Marion County Fire Rescue Impact Fee Ordinance (hereinafter the "Ordinance") imposing an impact fee for emergency medical services (hereinafter "EMS Impact Fee") on new development within Marion County, Florida, including within the corporate boundaries of the City of Ocala, Florida; and

WHEREAS, the effective date of the Ordinance is October 1, 2025; and

WHEREAS, because the CITY provides its own Fire Protection service within its city limits, this Agreement relates only to impact fees related to the COUNTY's provision of EMS service within the city limits, and the fee schedule established in §10-340(b) of the Ordinance.

WHEREAS, the Ordinance requires that the EMS Impact Fee be collected at the time that a certificate of occupancy is issued by the authority having jurisdiction over the new development and/or construction which is subject to the fee; and

WHEREAS, the Board of County Commissioners of Marion County, Florida desires to coordinate with the City of Ocala, Florida to provide for the collection of the EMS Impact Fee by the City at the time of issuance of a certificate of occupancy for new development within the jurisdiction of the City; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to enter into interlocal agreements to cooperatively exercise their powers and responsibilities; and

WHEREAS, the Board of County Commissioners of Marion County, Florida and the City of Ocala, Florida desire to enter into such an interlocal agreement to establish the terms and conditions governing the

collection, remittance, accounting, and reporting of the EMS Impact Fees collected by the CITY on behalf of the COUNTY; and

WHEREAS, the City Council of the City of Ocala, Florida and the Board of County Commissioners of Marion County, Florida find and determine that entry into this interlocal agreement and the articulation of the terms and conditions governing the collection, remittance, accounting, and reporting of the EMS Impact Fees collected by the CITY on behalf of the COUNTY herein serves a public purpose and furthers the protection of the health, safety and welfare of the citizens of the City of Ocala, Florida and Marion County, Florida; and

WHEREAS, the City Council of the City of Ocala, Florida and the Board of County Commissioners of Marion County, Florida find and determine that entry into this interlocal agreement and the articulation of the terms and conditions governing the collection, remittance, accounting, and reporting of the EMS Impact Fees collected by the CITY on behalf of the COUNTY contained herein are in the best interest of the City of Ocala, Florida, Marion County, Florida and their citizens; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

Section 1. Ratification, Adoption and Incorporation of Recitals.

CITY and COUNTY ratify the above-outlined recitals as true and correct; adopt and incorporate them herein as part and parcel of this Agreement.

Section 2. Purpose and Authority for Agreement.

- A. This Agreement is entered into for the purpose of outlining the terms and conditions governing the collection, remittance, accounting, and reporting of EMS Impact Fees collected by the CITY on behalf of COUNTY.
- B. This Agreement is entered into pursuant to:
 - i. The authority granted by Chapter 163, *Florida Statutes*; and
 - ii. The authority and powers of CITY and COUNTY as articulated in Chapter 166, *Florida Statutes*, and Chapter 125, *Florida Statutes*, respectively; and
 - iii. Marion County Ordinance No. 2025-17.
 - iv. Other relevant provisions of Florida law.

Section 3. Collection and Remittance of EMS Impact Fees.

A. Collection of EMS Impact Fees.

CITY agrees to collect the EMS Impact Fee, as established by the Ordinance at the time of issuance of a certificate of occupancy for all new development subject to the EMS Impact Fee within CITY's jurisdiction.

B. Amount of EMS Impact Fees to be Collected.

- i. CITY shall collect the EMS Impact Fee in the amount(s) set forth in the schedule of fees in §10-340(b) of the Ordinance, which is also attached hereto as **Exhibit 1** and incorporated herein by reference.
- ii. CITY and COUNTY understand, acknowledge and agree that COUNTY may, from time to time, amend said schedule of fees and:
 - a. COUNTY shall provide CITY with notice of any amendments to said schedule of fees as soon as is practical following adoption of the same; and
 - b. CITY agrees to collect the EMS Impact Fee as set forth in schedule of fees most recently adopted by COUNTY and provided by COUNTY to CITY as required herein.

C. Administrative Fee for Collection of EMS Impact Fees.

- i. CITY may collect, in addition to the amount of the EMS Impact Fees, an administrative fee for the collection of EMS Impact Fees in accordance with this agreement.
- ii. The amount of the administrative fee retained by CITY shall be based upon the actual cost of collection in accordance with Chapter 163, *Florida Statutes*.

D. Remittance of EMS Impact Fees.

CITY shall remit to COUNTY all EMS Impact Fees collected, less the administrative fee outlined above and herein on a monthly basis.

Section 4. Accounting for EMS Impact Fees.

A. Accounting for EMS Impact Fees Collected by City of Ocala, Florida.

COUNTY shall account for all EMS Impact Fees collected within the corporate limits of the City of Ocala, Florida separately from other EMS Impact Fees collected elsewhere in Marion County, Florida and shall maintain records identifying the amounts collected within the City.

B. Quarterly Reporting of EMS Impact Fees.

COUNTY shall provide to CITY on not less than a quarterly (four times per calendar year) basis, a copy of the most recent Fire EMS Advisory Board Report that shall include:

- i. The total amount of EMS Impact Fees collected within the City during the preceding quarter;

- ii. The cumulative amount of EMS Impact Fees collected within the City to date;
 - iii. The expenditures made from EMS Impact Fees collected within the City during the preceding quarter, including the purpose and location of each expenditure;
 - iv. With respect to each expenditure reported, COUNTY shall make its best effort to identify the manner in which any such expenditure provided a benefit, particularly but not necessarily limited to, the benefit of reduced emergency medical services response time(s) to CITY; and
 - v. The balance of unexpended EMS Impact Fees collected within the CITY as of the end of the reporting period.
- C. Each quarterly report shall be delivered to the CITY no later than thirty (30) days after the end of each calendar quarter.

Section 5. Expenditure of EMS Impact Fees.

The EMS Impact Fees collected by CITY and remitted to COUNTY as outlined above and herein shall be expended by COUNTY:

- A. In accordance with Chapter 163, *Florida Statutes*;
- B. In accordance with the Ordinance; and
- C. So as to ensure that all EMS Impact Fees collected by CITY for new development which is subject to the fee are expended in a manner which provides a benefit to said development, particularly but not necessarily limited to, the benefit of reduced emergency medical services response time(s). EMS Impact Fees collected within the CITY directly support reduced EMS response times by funding strategic resource placement, advanced life support equipment. Benefits include improved patient outcomes, increased survivability for critical emergencies (cardiac arrests, strokes and trauma), enhanced community resilience, and alignment with national response time performance standards.

Section 6. Term of Agreement.

This Agreement shall take effect as outlined in Section 30. below and herein and shall remain in full force and effect until terminated by either party as provided for in Section 7. below and herein.

Section 7. Termination of Agreement.

- A. Either CITY or COUNTY may, at its discretion, with or without cause, including at and for its convenience, terminate this Agreement upon the provision of one hundred and eighty (180) days written notice to the other party.

- B. In the event of termination, CITY shall, as soon as is practical, remit to COUNTY all EMS Impact Fees collected but not yet remitted as of the date of termination, and COUNTY shall continue to provide CITY with the reports described in Section 4 of this Agreement regarding any unexpended EMS Impact Fees previously collected by CITY until such time as said funds are fully expended.

Section 8. Filing of Agreement.

In accordance with the requirements of Section 163.01(11), *Florida Statutes*, this Agreement shall be filed with the Clerk of the Circuit Court for Marion County, Florida, or recorded in the Official Records of Marion County, Florida.

Section 9. Notices to Parties.

- A. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested.
- B. Notices can be concurrently delivered by e-mail.
- C. All notices shall be addressed to the respective parties as follows:

If to CITY:

City of Ocala, Florida
Attention: City Manager
110 S.E. Watula Avenue
Ocala, Florida 34471

With copies to:

Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Telephone 352-629-8343
Electronic Mail notices@ocalafl.gov

and

City Attorney
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471
Telephone 352-401-3972
Electronic Mail cityattorney@ocalafl.gov

If to COUNTY:

Marion County Administration
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: 352-438-2330

With a copy to:

County Attorney
601 SE 25th Avenue
Ocala, Florida 34471
Telephone: 352-438-2330
Electronic Mail: matthew.minter@marionfl.org

Section 10. Compliance with Applicable Laws and Regulations.

With respect to its consideration and adoption of the Ordinance and its collection administration and expenditure of EMS Impact Fees, COUNTY represents and certifies to CITY that COUNTY has and shall continue to comply with all applicable federal, state, and local laws, regulations, and ordinances, specifically including those established by Chapter 163, *Florida Statutes*, relating to impact fees.

Section 11. Waiver of Liability by the Parties

CITY and COUNTY, on behalf of themselves, their elected officials, administrators, employees, volunteers, and agents, and/or representatives, hereby waive and release any and all claims or rights that they have, had, has or will have against each other and their elected and appointed officials, employees, agents, volunteers, and representatives, together with their heirs, representatives, successors, executors, administrators and assigns, for any and all injuries and any other kind of damages arising out of or suffered in connection with this Agreement.

Section 12. Indemnification by the Parties.

- A. Subject to the limitations outlined in Section 768.28, *Florida Statutes*, COUNTY agrees to indemnify, hold harmless, and defend CITY, and its elected and appointed officials, employees, agents, volunteers, and representatives, together with CITY's heirs, representatives, successors, executors, administrators and assigns, from and against any and all suits and actions including attorney fees and all costs of litigation and judgments, claims for damages or injuries of whatever kind or character, whether real, personal or mixed, arising out of, resulting from, or occurring in connection with this Agreement and arising out of the sole negligence, recklessness, or intentional act or omission of COUNTY.
- B. Subject to the limitations outlined in Section 768.28, *Florida Statutes*, CITY agrees to indemnify, hold harmless, and defend COUNTY, and its elected and appointed officials, employees, agents, volunteers, and representatives, together with COUNTY's heirs, representatives, successors, executors, administrators and assigns, from and against any and all suits and actions including

attorney fees and all costs of litigation and judgments, claims for damages or injuries of whatever kind or character, whether real, personal or mixed, arising out of, resulting from, or occurring in connection with this Agreement and arising out of the sole negligence, recklessness, or intentional act or omission of CITY.

- C. CITY and COUNTY understand, acknowledge and agree that there is a possibility for litigation challenging the validity of the EMS Impact Fee, by virtue of compliance with the requirements of Chapter 163, *Florida Statutes*, including but not necessarily limited to the methodology utilized in the development and imposition of the EMS Impact Fee, the procedure for the implementation of the EMS Impact Fee or the expenditure of funds collected from the EMS Impact Fee.
- D. COUNTY agrees to indemnify, hold harmless and defend CITY from all claims, suits and actions, including all costs of the litigation, attorneys' fees and any judgment(s) against CITY for the same, arising from said litigation challenging the validity of the EMS Impact Fee as imposed by COUNTY through the Ordinance, where CITY becomes involved pursuant to the collection of the EMS Impact Fee as outlined above and herein.
- E. Nothing in this section shall be construed to constitute an agreement for CITY or COUNTY to indemnify and hold harmless the other for that party's own negligent, willful, or intentional acts or omissions.

Section 13. No Waiver of Sovereign Immunity.

- A. Nothing contained herein is intended to waive sovereign immunity by the CITY or COUNTY to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, *Florida Statutes*.
- B. This provision shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

Section 14. Provision for Public Records.

CITY and COUNTY shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, *Florida Statutes*. Specifically, they shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from either public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if they do not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in their possession or keep and maintain public records required by the public agency to perform the service. If either party transfers all public records to the public agency upon completion of the contract, they shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If either party keeps and maintains public records upon completion of the contract, they shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Any party who fails to provide public records to the other within a reasonable time may be subject to penalties under section 119.10, *Florida Statutes*.

IF CITY AND/OR COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF OCALA, FLORIDA
110 S.E. WATULA AVENUE, OCALA, FLORIDA 34471
TELEPHONE: 352-629-8266
E-MAIL: clerk@ocalafl.gov

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA
601 SE 25th AVENUE, OCALA, FLORIDA 34471
TELEPHONE: 352-438-2330
E-MAIL: James.Blevins@Marionfl.org

Section 15. Amendment(s) to Agreement.

Any amendments to this Agreement must be made in writing and signed by both parties.

Section 16. Entirety of Agreement.

- A. This Agreement, including exhibits, (if any) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto herein.
- B. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.
- C. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

Section 17. Wavier of Agreement Provisions.

- A. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder.
- B. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.
- C. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

Section 18. Severability of Agreement Provisions.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law and, should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions hereof.

Section 19. Mutuality of Negotiation.

CITY and COUNTY understand, acknowledge and agree that this Agreement is a result of negotiations between CITY and COUNTY, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the same.

Section 20. Rights of Third Parties.

- A. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns.
- B. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

Section 21. Governing Law for Agreement.

This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

Section 22. Jurisdiction and Venue for Proceedings.

- A. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida and any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in

the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division.

- B. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

Section 23. Waiver of Trial by Jury.

IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Section 24. Recovery of Attorneys' Fees.

If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges reasonably billed by the attorney to the prevailing party.

Section 25. Reference to Parties.

Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

Section 26. Section Headings in Agreement.

The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

Section 27. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be considered to be an original and all of which shall constitute the same instrument.

Section 28. Execution by Electronic Signature.

- A. CITY and COUNTY, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment.
- B. A duplicate or copy of this Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

Section 29. Legal Authority to Execute Agreement.

Each person signing on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained herein.

Section 30. Effective Date of Agreement.

This Agreement shall be effective upon execution by both CITY and COUNTY and the filing of this Agreement with the Clerk of the Circuit Court of Marion County, Florida.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have signed and set their seals and executed this interlocal agreement this _____ day of _____ 2025.

CITY OF OCALA, FLORIDA,
a Florida municipal corporation,

By: KRISTEN M. DREYER, as City Council President

WITNESS 1 (signature)

WITNESS 2 (signature)

WITNESS 1 (printed name and address)

WITNESS 2 (printed name and address)

ATTEST:

By: ANGEL JACOBS, as
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: WILLIAM E. SEXTON, as City Attorney

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida,

By: KATHY BRYANT, as its Chairwoman

ATTEST:

By: GREGORY C. HARRELL, as
Clerk of the Court and Comptroller and Clerk to the Board

APPROVED AS TO FORM AND LEGALITY:

By: MATTHEW GUY MINTER, as
County Attorney