

**MEMORANDUM OF AGREEMENT NO. FM1134
BETWEEN
THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES,
DIVISION OF STATE FIRE MARSHAL
AND
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Agreement (“Agreement”), effective as of the date of the last signature below (“Effective Date”), is between the FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF STATE FIRE MARSHAL (“Department”) and the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Alachua County Fire Rescue (“ACFR”) for the transfer of possession and ownership of radio equipment and accessories (“Equipment”) delineated in the attached Appendix A from the Department’s possession and ownership to ACFR’s possession and ownership.

WHEREAS, the Department received the Equipment identified in Appendix A from the Division of Emergency Management through Memorandum of Agreement No. FM1031; and

WHEREAS, the transfer of possession and ownership of this Equipment from the Department and to ACFR requires the Department to enter into this Agreement with ACFR.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto agree as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to memorialize the transfer of possession and ownership of the Equipment listed in the attached Appendix A from the Department’s possession and ownership to ACFR’s possession and ownership. This Agreement shall be finalized upon the Effective Date.

2. EQUIPMENT TRANSFERRED

The Department will transfer ownership and possession of the Equipment listed in the attached Appendix A to ACFR at a time and place to be coordinated by the Parties as soon as practicable after execution of this Agreement.

3. THE PARTIES’ RESPONSIBILITIES

- a. The Department shall deliver the Equipment in as-is condition, and ACFR shall accept the Equipment in such condition.
- b. ACFR expressly agrees to be fully responsible for the maintenance, repair, and any other costs associated with the Equipment upon the Effective Date of this Agreement. Upon the Effective Date of this Agreement, the Department hereby relinquishes any responsibility, financial or otherwise, for the Equipment.
- c. ACFR agrees that the Equipment shall be used only for planning, training, exercise and subsequent deployments to major emergencies and disasters that affect the State of Florida and the municipalities and subdivisions thereof. The Equipment is intended to enhance the statewide Mutual Aid Radio Cache (MARC) capabilities. The Equipment shall not be used for normal day-to-day department functions or business.

4. WARRANTY AND LIMITATION OF LIABILITY

THE DEPARTMENT MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY PARTICULAR RESULT.

In no event shall the Department be liable to ACFR for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

5. INDEMNIFICATION

ACFR agrees to indemnify, defend, and hold the Department harmless from any and all liabilities, demands, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from any third-party suits or claims based upon or resulting from ACFR's use of the Equipment provided pursuant to this Agreement.

6. COMPLIANCE WITH LAWS

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement. Each Party is responsible for its own compliance with this Agreement.

7. MISCELLANEOUS

- a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
- b. The Parties agree that nothing in this Agreement serves to create an employer-employee relationship between the Department and ACFR.
- c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
- d. Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.
- e. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.
- f. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- g. This Agreement, upon the Effective Date, contains the entire agreement of the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- h. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.
- i. The Parties understand their duty pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing and will comply with this duty.

IN WITNESS WHEREOF, the terms and conditions of this Agreement are accepted by both Parties.

**FLORIDA DEPARTMENT OF
FINANCIAL SERVICES,
DIVISION OF STATE FIRE MARSHAL**

**ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS**

**SIGNED
BY:** _____

NAME: _____

TITLE: _____

DATE: _____

**SIGNED
BY:** _____

NAME: Ken Cornell

TITLE: Chair

DATE: _____

APPENDIX A

CODAN Smartlink and PACTOR Modem

MARC 3	Q940759B003	7806240100001DC91F087F
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Motorola APX 8000 mobile radios and accessories

MARC 3
APX8000
579CYT7726
579CYT7727
579CYT7728
579CYT7729
579CYT7730
579CYT7731
579CYT7732
579CYT7733
579CYT7734
579CYT7736
579CYT7737
579CYT7738
579CYT7739
579CYT7741
579CYT7742
16

Key Variable Loader
201CYT3296

Accessories
APX Programming Cable
16 antenna
32 batteries
KVL Cables
Box N Connectors
Triband Antenna x3
Desktop APX Charger x20