

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF
EMERGENCY MANAGEMENT AND THE ORANGE COUNTY, FLORIDA KEYSTONE
TRAILER

This Memorandum of Agreement (“Agreement”), effective as of the date of the last signature below (“Effective Date”), is between STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT (“the Division”) and ORANGE COUNTY, FLORIDA (County) to establish an agreement for the transfer of custodianship of 2024 Keystone Trailer Model Carbon 32 (“Equipment”) delineated in the attached Appendix (Appendix) from the Division’s possession to THE COUNTY’S possession.

WHEREAS, the Division purchased and acquired this Equipment to aid in the State of Florida’s Disaster response;

WHEREAS, the transfer of custodianship of this Equipment from the Division’s possession to THE COUNTY’S possession requires the Division to enter into this Agreement with the County; and

NOWHEREFORE, now comes the Division and the County, referred to herein individually as a “Party” and collectively as the “Parties”, to set forth the terms and conditions of this Agreement.

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to memorialize the transfer of the Custodianship of the Equipment from the Division’s possession to THE COUNTY’S possession. This Agreement shall be finalized upon the Effective Date of the last signature.

2. EQUIPMENT TRANSFERRED

The Division will transfer custodianship and possession of the Equipment listed in the attached Appendix to the County.

3. THE COUNTY’S RESPONSIBILITIES

- a. The Division shall deliver the Equipment in as-is condition, and the County shall accept the Equipment in such condition.
- b. The County expressly agrees to be fully responsible for the maintenance and repair of the Equipment upon the Effective Date of this Agreement.
- c. The County expressly agrees that this unit can be used in any function that the County determines to be vital to the Counties benefit.

4. WARRANTY AND LIMITATION OF LIABILITY

THE DIVISION 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 Division be liable to THE COUNTY 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

THE COUNTY agrees to indemnify, defend, and hold the Division, 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 to the extent based upon or resulting from THE COUNTY'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 Division and the County.
- 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. This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
- g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- h. 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.
- i. 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.

INTENTIONALLY LEFT BLANK

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

<p>ORANGE COUNTY, FLORIDA</p> <p>BY: _____ <u>Jerry L. Demings, Orange County Mayor</u> Printed Name and Title</p> <p>_____</p> <p>Date</p>	<p>FLORIDA DIVISION OF EMERGENCY MANAGEMENT</p> <p>BY: _____ <u>Jason Ray, Chief Information Officer</u> Printed Name and Title</p> <p>_____</p> <p>Date</p>
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APPENDIX A

Identity of the 2024 Keystone Trailer unit to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Compact Rapid Deployable (CRD)	Serial Number	Mission #	Agency/Organization
(1) 2024 Keystone Trailer Model Carbon 32	4YDTCNR29RF805279		Orange County Fire