



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF OCALA FOR THE TRANSFER OF TRAVEL TRAILERS

This Memorandum of Agreement ("Agreement"), effective as of the date of the last signature below ("Effective Date"), is between the STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ("FDEM") and THE CITY OF OCALA to transfer ownership and possession of the TWO (2) TRAVEL TRAILERS ("Equipment") delineated in the attached Appendix ("Appendix") from FDEM to THE CITY OF OCALA.

WHEREAS, FDEM purchased and acquired this Equipment to aid in the State of Florida's Disaster response to Hurricane Ian;

WHEREAS, FDEM and the CITY OF OCALA must enter into this Agreement to transfer ownership and possession of this Equipment; and

NOW THEREFORE, comes FDEM and CITY OF OCALA, referred herein individually as "Party" and collectively as "Parties," to set forth the terms and conditions of this Agreement.

I) PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to memorialize the transfer of ownership and possession of the Equipment from FDEM to CITY OF OCALA. This Agreement shall be finalized upon the Effective Date of the last signature.

II) EQUIPMENT TRANSFERRED

FDEM will transfer ownership and possession of the Equipment listed in the attached Appendix to CITY OF OCALA. The Equipment covered under this Agreement are Travel Trailers which served as temporary sheltering under the Unite Florida program.

FDEM affirms that all Equipment in the delineated Appendix, is owned and shall be conveyed to the Receiving Entity, absolutely and unconditionally, free and clear of all encumbrances, liens, and other claim of any kind. This is a material term of the Agreement. FDEM is also providing to CITY OF OCALA all available ownership documentation and titles for the Equipment identified in the Appendix.

III) CITY OF OCALA RESPONSIBILITIES

- a. FDEM shall transfer the Equipment in "as-is" condition, and CITY OF OCALA shall accept the Equipment in such condition. Upon the Effective Date of this Agreement, FDEM hereby relinquishes any responsibility, financial or otherwise, for the Equipment.

IV) WARRANTY AND LIMITATION OF LIABILITY

FDEM 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 FDEM be liable to CITY OF OCALA 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.

V) INDEMNIFICATION

CITY OF OCALA agrees to indemnify, defend, and hold FDEM 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 to the extent based upon or resulting from CITY OF OCALA's use of the Equipment provided pursuant to this Agreement.

VI) 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.

VII) 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 and/or an agency relationship between FDEM and CITY OF OCALA.
- 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.

THE CITY OF OCALA

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

By: 

Signature

Pete Lee

Print Name

City Manager

Title

9/24/2024

Date

By: _____

Signature

Print Name

Title

Date

**APPENDIX
EQUIPMENT TO BE TRANSFERRED TO THE CITY OF OCALA**

VIN	Make/Model
5RXDB3620P1514910	2023 CRUISER RV SHADOW CRUISER 325BHS
5RXFB3625P1514877	2023 CRUISER RV MPG 31008H