



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND FRANKLIN COUNTY FOR THE TRANSFER OF EQUIPMENT

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 FRANKLIN COUNTY ("County") to transfer ownership and possession of the EQUIPMENT ("Equipment") delineated in the attached Appendix ("Appendix") from the FDEM to the County.

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

NOW THEREFORE, comes the FDEM and the County, 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 the FDEM to the County. This Agreement shall be finalized upon the Effective Date of the last signature.

II) EQUIPMENT TRANSFERRED

The FDEM will transfer ownership and possession of the Equipment listed in the attached Appendix to the County.

III) COUNTY'S RESPONSIBILITIES

- a. The FDEM 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, repair, and any other costs associated with the Equipment upon the Effective Date of this Agreement. Upon the Effective Date of this Agreement, the FDEM hereby relinquishes any responsibility, financial or otherwise, for the Equipment.
- c. The County will have the Equipment readily available for deployment when requested by the FDEM and shall be deployed using best practices.

IV) WARRANTY AND LIMITATION OF LIABILITY

THE 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 the FDEM 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.

V) INDEMNIFICATION

The County agrees to indemnify, defend, and hold the 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 the County'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 the FDEM 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.

FRANKLIN COUNTY

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

By: *Ricky D. Jones*
Signature

By: 
Signature

Ricky D. Jones
Print Name

Ian Guidicelli
Print Name

Chairman of BOCC
Title

SERT Chief
Title

03/18/2026
Date

Mar 19, 2026
Date

APPENDIX
EQUIPMENT TO BE TRANSFERRED TO FRANKLIN COUNTY

Make/Model/Description	Serial Number/VIN
1544 G3 Jon Boat	GEN92912B424
Magic Tilt Trailer	1M5BB1619S1E54576






MOATransferBoat_FranklinSigned

Final Audit Report

2026-03-19

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