MEMORANDUM OF AGREEMENT

This agreement is made and entered into this _____ day of _____________, 20__, between the _____________________________, hereinafter sometimes referred to as "Agency", a municipal corporation, law enforcement agency, or political subdivision of the State of Florida, and the Florida Sheriffs Association 1122 Program office.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Florida have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapter217, Florida Statutes; and

WHEREAS, Jan Raymond, 1122 Program Coordinator, Florida Sheriffs Association, has been designated by the Governor of the State of Florida as the State Point of Contact for the "State and Local Law Enforcement Equipment Procurement Program" established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381) hereafter known as the '1122 Program'. Subsequently the Florida Sheriffs Association 1122 Program was established as a public-private partnership and designated "State Point of Contact" (SPOC) for the Program administration. Which Program permits state and local agencies to purchase through federal procurement channels equipment suitable for use in the performance of counter-drug activities, homeland security and emergency response missions; and

WHEREAS, the 1122 Program will permit state and local government agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Cooperative Purchase Agreement is necessary in order that the Agency may order qualifying equipment under the 1122 Program through the Florida Sheriffs Association 1122 Program acting as the SPOC.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative agreement between the Agency and Florida Sheriffs Association 1122 Program for the procurement of qualifying equipment under the United States 1122 Program by the Agency through the Florida Sheriffs Association 1122 Program, as the SPOC for the 1122 Program.

2. The Agency shall submit all procurement requests under the 1122 Program to the Florida Sheriffs Association 1122 Program office along with all documentation
required by the Federal Government validating the mission for each procurement request.

3. The Florida Sheriffs Association 1122 Program office shall submit, in the name of the Agency, all procurement requests by the Agency under the 1122 Program.

4. The Agency shall be responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the Florida Sheriffs Association 1122 Program office by the Agency. The Agency will submit a purchase order for the exact dollar amount of the product or service at the time of ordering. All orders shall be paid in accordance with Chapter 215.422. F.S.

5. Receipt, inspection and acceptance of all equipment, materials and services ordered under this Agreement shall be the exclusive obligation of the Agency.

6. The exercise of any rights or remedies by the Agency shall be the exclusive obligation of the Agency.

7. In this Agreement, failure of an entity to secure performance under its purchase order does not necessarily require another entity to exercise its own rights or remedies.

8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered into by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.

9. The selection of equipment to be ordered through the 1122 Program will be at the option of the Agency, except that all such equipment shall be procured and used for counter-drug related activities, homeland security and emergency response missions.

10. The Florida Sheriffs Association 1122 Program shall not be liable in any fashion for any violation by the Agency of the terms, guidelines, regulations and statutes applicable to the 1122 Program. Florida Sheriffs Association 1122 Program and the Agency agree to assume responsibility for the acts, omissions, or conduct of each party's own employees in connection with any procurement under the 1122 Program. The Agency and Florida Sheriffs Association 1122 Program do not thereby waive any protections, available defenses or limitations of actions, to which they may be entitled in accordance with section 768.28 Florida Statutes, and Florida law. Any limitation on a party's liability shall be in accordance with section 768.28, Florida Statutes, or any other applicable provision of Florida law.

11. Either party may terminate, without notice, this Agreement if the other party fails to comply with the terms of this Agreement. Otherwise, either party may terminate this Agreement at any time, with or without cause, upon not less that thirty (30) days notice to the other party.
12. A two and one half (2.5) percent administrative fee will be assessed on all purchases through the Florida Sheriffs Association 1122 Program and will be included on the invoice for materials purchased.

13. This Agreement shall take effect upon signing by both parties.

14. Notices required under this Agreement shall be sent to the following:

For:

For FSA 1122 Program:

Jan Raymond
Florida 1122 State Point of Contact (SPOC)
Florida Sheriffs Association 1122 Program
2617 Mahan Drive
Tallahassee, FL 32308

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

FSA 1122 Program:  For: ______________________________

Jan Raymond
Florida Sheriffs Association 1122 Program
Florida State 1122 State Point of Contact (SPOC)

Print Name: ______________________________

Title: ______________________________

Attested: Attested:

Sarah Glassner, Asst. Executive Director of Administration
Florida Sheriffs Association