

CHAD CHRONISTER, SHERIFF
Hillsborough County
Tampa, Florida

**INTER-OFFICE
MEMORANDUM**



DATE: March 29, 2024
TO: Sheriff Chad Chronister
FROM: Stephen Mitchell ^(S)
General Services and Facilities Operations
RE: Memorandum of Agreement
Florida Sheriff's Association

MESSAGE:

Over three decades ago, our office began a partnership with the Florida Sheriff's Association (FSA) to develop a statewide vehicle procurement contract so that all Sheriff's Offices in the State would have a contract administered by the FSA to purchase vehicles for their respective agencies.

Since that initial contract, the FSA's Cooperative Purchasing Program (CPP) has grown significantly and now is one of the leading cooperative purchasing programs in the southeastern United States. During this past year, the FSA began exploring options to expand the variety of commodities, services, and equipment offered through their CPP but have determined they need to partner with a host agency in order to accomplish this next goal.

As a result of our long-term partnership with the FSA, I believe it is important and mutually beneficial for our office to take a lead role as a host agency in the FSA's expansion of their procurement programs. Working in partnership with Sarrah Glassner, Deputy Executive Director of Administration, and April Kirshemen, Chief Legal Counsel, for our office, a proposed Memorandum of Agreement (MOA) with the FSA has been developed.

Utilizing the proposed MOA, the FSA will act as a Contract Manager for marketing the cooperative purchasing contracts with our office to other eligible purchasers throughout the State. As part of this partnership, the FSA will collect administrative fees as part of the MOA and will share those with our office in accordance with the percentages listed in Section B of the MOA. I request your approval to move forward with the execution of the proposed document.

APPROVED	DISAPPROVED	ACK	DATE	NAME	ABN	TITLE
[✓]	[]	[]	4/4/24	[Signature]	263891	CFO
[✓]	[]	[]	4.10.24	[Signature]	3664	Colonel
[✓]	[]	[]	4/10/24	Thomas St. John	3655	Chief
[✓]	[]	[]	4/16/24	[Signature]	3286	Sheriff

MEMORANDUM OF AGREEMENT

**BETWEEN THE FLORIDA SHERIFFS ASSOCIATION AND
THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE**

This Memorandum of Agreement (“MOA”) is hereby entered into this 15th day of April, 2024 (the “Effective Date”) by and between the Hillsborough County Sheriff’s Office (“HCSO”) and the Florida Sheriffs Association (“FSA”) (each individually a “Party” and collectively “the Parties”).

WHEREAS, HCSO is a public entity in the State of Florida with the authority to purchase commodities, services, and equipment pursuant to Chapter 30, Fla. Stat.;

WHEREAS, FSA is a not-for-profit 501(c)(3) corporation with independent authority to purchase commodities, services, and equipment, and the administrative and legal capacity to administer purchases through its Cooperative Purchasing Program (“FSA CPP”);

WHEREAS, the Parties desire to conserve resources and reduce purchase costs through strategic sourcing that combines the volumes and purchasing power of Eligible Purchasers;

WHEREAS, the Parties desire to improve the efficiency, effectiveness and economy of the purchase of necessary commodities, services, and equipment;

WHEREAS, in furtherance of these goals, the Parties wish to work in partnership to award and administer cooperative purchasing contracts for the purchase of commodities, services, and equipment;

WHEREAS, the Parties desire to comply with the requirements and formalities of cooperative purchasing, as applicable, in the State of Florida;

WHEREAS, the Parties wish to establish a formal framework to award and administer cooperative purchasing contracts for the purchase of commodities, services, and equipment in partnership;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I: SCOPE OF PARTNERSHIP FOR PURPOSE OF AWARDING AND ADMINISTERING
COOPERATIVE PURCHASING CONTRACTS**

SECTION A. Scope. Each Party will facilitate the cooperative procurement of commodities, services, and equipment as follows:

1. Responsibilities of HCSO. HCSO will:

a. Conduct procurements subject to this MOA, including solicitation of proposals, evaluation of proposals, and award of cooperative purchasing contracts, in accordance with and subject to the relevant statutes, ordinances, rules and regulations, and policies and procedures that govern HCSO’s procurement practices; and

b. Make the awarded cooperative purchasing contracts available for use by Eligible Purchasers through FSA CPP.

2. **Responsibilities of FSA CPP.** On behalf of HCSO, FSA CPP will serve as the Contract Manager for the cooperative purchasing contracts subject to this MOA, whereby FSA CPP will:

- a. Market the cooperative purchasing contracts to Eligible Purchasers;
- b. Manage the quarterly reporting process required by the cooperative purchasing contracts; and
- c. Collect from Participating Vendors the administrative fee applicable to all sales, except sales to HCSO, made under the cooperative purchasing contracts.

SECTION B. Administrative Fees. The administrative fees collected by FSA CPP from Participating Vendors, as described in Section A.2. of this Article, and as required in the cooperative purchasing contracts, will be shared between HCSO and FSA as follows:

1. 0.0025% of administrative fee revenues to HCSO for administering the cooperative procurement process.
2. 0.0050% of administrative fee revenues to FSA for managing and marketing the cooperative purchasing contracts.

SECTION C. Expenses Each Party will be solely responsible for its own expenses, whether direct or resulting from engagement of consultants, attorneys, or other third parties, incurred as a result of the activities under this MOA, unless the Parties agree in writing to an alternative arrangement.

ARTICLES II: SEPARATE ENTITIES

Each Party shall maintain its separate and independent entity status. Nothing in this MOA is intended, nor shall be construed, to create a partnership, joint venture, or any other similar relationship as between the Parties. No Party shall have the right to bind, or act as agent for, the other Party unless authorized in writing to do so. Each Party shall be free to enter into relationships or negotiations with third parties and this MOA shall, in no way, affect existing third-party relationships and/or the ability to enter into third party relationships.

ARTICLE III: TERM

This MOA shall commence on the Effective Date and shall terminate two (2) year(s) thereafter, unless earlier terminated according to Article V below. This MOA may be extended by mutual written agreement of the Parties.

ARTICLE IV: TERMINATION

SECTION A. Mutual Agreement. This MOA may be terminated at any time by mutual written agreement of the Parties.

SECTION B. Termination by a Party. A Party may terminate this MOA and its participation in the cooperative purchasing contracts referred to herein at any time by providing thirty (30) days written notice to the other Party.

ARTICLE V: BREACH OF REPRESENTATIONS AND COVENANTS

The representations and covenants set forth in this MOA are the foundation of the relationship between the Parties. If either Party is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this MOA, the Party shall have thirty (30) days from notice of default to cure such violation or non-compliance. If the Party fails to cure such violation or noncompliance within such notice period, it shall be deemed a cause for immediate termination of this MOA.

ARTICLE VI: DISCLAIMERS

SECTION A. Disclaimers. With respect to any purchases made by HCSO or any Eligible Purchaser, pursuant to cooperative purchasing contracts subject to this MOA, FSA and FSA CPP shall not be:

1. **Construed as a dealer, remarketer, representative, partner, or agent of any type of Supplier, HCSO, or Eligible Purchaser;**
2. **Obligated, liable or responsible for any orders made by HCSO, any Eligible Purchaser, or any employee of HCSO or an Eligible Purchaser, or any payments required to be made with respect to such orders; and/or**
3. **Obligated, liable or responsible for any failure by an Eligible Purchaser to comply with procedures or requirements of applicable law, or to obtain the due authorization and approval necessary to purchase.**

ARTICLE VII: INDEMNIFICATION

All cooperative purchasing contracts subject to this MOA will require Participating Vendors to agree to indemnify and defend FSA, FSA CPP, and their parent companies, subsidiaries, affiliates, shareholders, members, managers, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to any actual or alleged breach of any of Participating Vendors representations, warranties, covenants, requirements, or other obligations under the cooperative purchasing contracts.

ARTICLE VI: MISCELLANEOUS

SECTION A. Recitals. The foregoing recitals are true, correct and are incorporated herein by reference.

SECTION B. Notices. All notices or other communications given hereunder shall be delivered by e-mail as follows:

1. **To HCSO: William Spinelli, CFO, Hillsborough County Sheriff's Office, 2008 E. 8th Avenue, Tampa, FL 33605.**
2. **To FSA: Florida Sheriffs Association 2617 Mahan Drive Tallahassee, FL 32308.**

SECTION C. Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this MOA shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this MOA.

SECTION D. Severability. If any provision of this MOA shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

ARTICLE VIII: GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE IX: ENTIRE AGREEMENT/AMENDMENT

This MOA represents the complete understanding of the Parties concerning the proposed collaboration opportunities, and supersedes all prior or contemporaneous agreements, negotiations, discussions, and/or understandings, whether written or oral, related to such matter. Any amendment to this MOA shall be in writing and signed by the Parties.

Each cooperative purchasing contract subject to this MOA shall be attached hereto as Exhibits and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein, as applicable to HCSO and FSA respectively, shall apply to this MOA except as expressly changed or modified by this MOA.


ARTICLE X: MULTIPLE COUNTERPARTS

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized representatives.

Hillsborough County Sheriff's Office

Florida Sheriffs Association

By: 

By: 

Print: Chad Chronister





Print: Steve Casey

Title: Sheriff

Title: Executive Director

Date: 4/16/24

Date: April 17, 2024

HCSO STAFF	APPROVED	DATE
DIST/DIV		3-29-2024
LEGAL	RAM 259484	4-8-24
FSD	WWS 26789	4/10/24
DEPARTMENT	 3664	4-10-24
CHIEF DEPUTY	 3685	4/10/24
CHIEF DEPUTY		4/11/24