MEMORANDUM OF AGREEMENT

Telephone services are required to support the ongoing operations of Okaloosa-Walton Community College and the University of West Florida at the Eglin Education Center. Okaloosa-Walton Community College, hereafter referred to as OWCC, has rented telephone equipment for this facility and is responsible for ensuring the availability of this equipment.

The University of West Florida, hereafter referred to as UWF, and OWCC each occupy designated office space. OWCC and UWF have determined their own level of telephone equipment requirements and agree to the following:

1. The effective period of this agreement shall be July 1, 2003 through June 30, 2004.

2. OWCC and UWF shall share the cost of renting telephone equipment on a pro rata basis. The proration percentage will be computed based on the number of telephone instruments assigned to each institution.

3. Each institution will be financially responsible for its own lines, long distance, and any other telephone-related charges.

4. Each institution will be financially responsible for the costs associated with making telephone moves, additions, or changes. UWF shall submit written requests to OWCC when such modifications are required.

5. OWCC will invoice UWF on a monthly basis for telephone equipment as outlined above. The billings submitted shall contain sufficient detail to support audit requirements.

6. UWF agrees to hold OWCC harmless, to the extent provided by Florida Law, for any liability, loss, or damage resulting from the failure to provide telephone equipment when such failure is the result of actions or events outside of OWCC’s control. OWCC is a public entity entitled to the privilege of sovereign immunity except to the extent it has been waived in accordance with Florida Statute 768.28.

Entered into this 1st day of July 2003, including additional provisions attached hereto and incorporated herein.

Witness: "Signature"  
By: "Signature"  
James R. Richburg, President

OKALOOSA-WALTON COMMUNITY COLLEGE

THE UNIVERSITY OF WEST FLORIDA

Witness: "Signature"  
By: "Signature"  

APPROVED AS TO FORM AND LEGALITY:

TMF ATTORNEY
ADDITIONAL PROVISIONS REQUIRED BY FLORIDA STATUTE

All billings submitted in accordance with the terms hereof shall be in detail sufficient for proper preaudit and postaudit thereof.

All billings for reimbursement of travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

This agreement may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, paper, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this agreement.

The obligations of the parties hereto to perform and pay the sums required by the terms of this agreement are contingent upon an annual appropriation by the Florida Legislature of sufficient funds to the party obligated to make payments to enable such party to fund its budgeted expenditures.

A vendor ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted at (850)488-2924, or by calling the State Comptroller's Hot-Line, 1-800-848-3792.

Entered into this 1st day of July 2003.

Witness:  

OKALOOSA-WALTON COMMUNITY COLLEGE

By:  

James R. Richburg, President

THE UNIVERSITY OF WEST FLORIDA

Witness:  

Approved as to form and legality by:  

UWF Attorney