

**HistoryMemorandum of
Agreement Between
Florida Division of Emergency Management
And
Brevard County Regarding State-
Owned Generators**

- I. Parties
 - a. This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into by and between the **Florida Division of Emergency Management (“Division”)**, whose address is 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, and Brevard County (**“County”**), whose primary address is 1746 Cedar St, Rockledge, FL 32955 and collectively known as the “Parties.”
- II. Background and Purpose
 - a. Pursuant to section 252.35(2)(s), Florida Statutes, the Division maintains an inventory list of generators owned by the state and local governments. This inventory must identify, at a minimum, the location of each generator, the number of generators stored at each specific location, the agency to which the generator belongs, the primary use of the generator by the owner agency, and the names, addresses, and telephone numbers of persons having the authority to loan the stored generators as authorized by the division during a declared emergency.
 - b. During response to COVID-19, and in preparation for hurricane season, the State Emergency Response Team purchased mobile generator(s) to support nursing homes, skilled nursing, assisted living and other extended care facilities, medical facilities, designated congregate and non-congregate public shelters, and other essential facilities. In an effort to maximize their utilization, the State is collaborating with Florida counties to position and maintain these critical assets throughout the State.
 - c. The purpose of this MOA is to establish the terms and conditions under which the Division will provide to the County one (1) generator(s) for official government use.
 - d. The applicable generator identification is provided in Attachment A of this MOA.
- III. Term and Termination
 - a. This MOA is effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOA. The term shall continue until the final suspense date of any generators covered by this MOA.
 - b. The suspense date for each generator is 19 years from June 1, 2020, or the date the unit is no longer serviceable as determined by the Division, whichever comes first.
 - c. Termination of this MOA by either Party requires a thirty (30) day written notice delivered by hand or certified mail to the address listed below.
 - d. The generator shall remain, at all times, on the provided trailer, in the event that the Divisions requires redeployment of the generator.

- e. In the event that the Division requests relocation and redeployment of the generator(s), the terms and conditions of this MOA will become suspended until the generator(s) is in possession by the County, until the termination or expiration of this MOA.
- f. In the event that the County wishes to terminate the MOA, the County will be responsible for the cost of transporting the generator(s) to a specified drop off destination within the State of Florida, as determined by the Division.

IV. General Provisions

a. Responsibilities of the Divisions

- i. The generator(s) will be state tagged and recorded in the Generator Inventory required by section 252.35(2)(s), Florida Statutes.
- ii. The number and locations of the generator(s) will be tracked pursuant to the Generator Inventory.
- iii. The generator(s) is/are subject to relocation and redeployment by the Division (e.g., transportation, logistics) in a future disaster, at Division expense.
 - The generator and trailer will be inspected, repaired and necessary parts replaced, serviced consistent with chronometer hours run, cleaned and tested at Division expense to ensure the unit is safe and operational prior to return to County.

b. Responsibilities of the County

- i. By April 30 of each year, the County will provide to the Division a report detailing the identification by tag number of generator(s) in their possession, the location of each generator, along with the maintenance and testing records, hours in operation and fuel usage for each generator.
- ii. The County can utilize the generator(s) for necessary official government purposes. During a state or local declaration of an emergency, highest priority use of the generator(s) shall be to support nursing homes, skilled nursing, assisted living and other extended care facilities, medical facilities, designated congregate and non-congregate public shelters, and other essential facilities.
- iii. The County will store/stage, test, and maintain the generator(s) as per manufacturer's recommendations to ensure functionality and readiness.
- iv. Each Pre-Owned generator was purchased with a 6-Month Limited Warranty. The County is responsible for ensuring the generator(s) is/are maintained per manufacturer's requirements such that the warranty remains in full force and effect for the entire term.
- v. When the County deems the generator(s) is/are no longer serviceable, they will coordinate with the Division in completing the paperwork for removing the generator(s).
- vi. The County will be responsible for the costs of storing/staging, preventative maintenance, repair and necessary part replacements (e.g., batteries, block heater, tires), testing, electrical services/connections, operations, fueling, and mobilizing/demobilizing the generator(s), except when the generator(s) are redeployed by the State.
- vii. The generator(s) shall remain installed on the provided trailer, at all times, while in possession of the County.

- viii. The County shall be responsible for replacement of the generator(s) if damaged and deemed not repairable to serviceable condition. The replacement isn't required to be a new unused mobile generator. The replacement may be of depreciated monetary value, but comparable or better condition than that prior to incident causing non-repairable damage. In addition to monetary value, the replacement must be of comparable or better runtime hours since new, manufacturer product quality, power ratings and features. The determination of deemed repairable and serviceability is at the sole discretion of the Division.
- Prior to the Division's determination of repair and serviceability, the County will be provided an opportunity to submit additional documentation to demonstrate pre-incident condition of the generator.
- ix. All warranties from the original manufacturer for the generator(s) and appurtenant equipment shall remain with the Division. The Division will coordinate warranty actions, when applicable, with both the manufacturer and the County.

V. Point of Contact

- Pursuant to section 252.35(2)(s), Florida Statutes, the Division must maintain an inventory of generators along with the names, addresses, and phone numbers of persons having the authority to loan the stored generators as authorized by the Division. The County will provide this information upon receipt of the generator(s).
- In the event of a change to the point of contact, the new point of contact will notify the other party of this change within 30 days by written notice delivered by hand or certified mail to the address listed below.
- The Point of Contact for the Division is:

Name: Kenneth DeCastro
Email: kenneth.decastro@em.myflorida.com
Telephone: (850) 815-4275
Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

- The Point of Contact for the County is:

Name: John Scott
Email: john.scott@brevardfl.gov
Telephone: 321-637-6661
Address: 1746 Cedar St, Rockledge, FL 32955

VI. Miscellaneous

- Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties.
- Liability - Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. 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.

- c. Amendment - Either Party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

**BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Signature

By: _____
Bryan Andrew Lober, Chair
As approved by the Board on August 4, 2020

Print Name

Date

Date

ATTACHMENT A

County receiving state-owned generator(s): Brevard

Total Quantity of Generators: 1

Generator Tag Number _____		
Line	Item Description	Identification
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ350,
C	Generator Standby Output Capacity, KW	350
D	Original Chronometer Hours	
E	Serial Number	X3M00107
F	Engine Model	CAT C13 ATAAC
G	Engine Serial Number	K3B00613
H	Trailer VIN	A9BS2325CP450710
I	Certificate of Origin Number	
J	Division Property Number	
K	Fleet Complete EM Tag Number	
L	4/0 Cu Conductor Cable (labeled), Total Length, feet	2,000

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Attach additional copies of this generator identification form as necessary.