

RESOLUTION NO. 2020 - 263

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS AND REQUIREMENTS OF THE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND ST. JOHNS COUNTY TO RECEIVE AND MAINTAIN FOR GOVERNMENTAL USE A STATE OWNED GENERATOR AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY, FLORIDA AND ST. JOHNS COUNTY EMERGENCY MANAGEMENT.

WHEREAS, the State of Florida 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; and

WHEREAS, St. Johns County, Florida, would be in need of a generator to support congregate public shelters, and other essential facilities, in the event of an impending or extended power outage; and

WHEREAS, the County has determined that accepting the terms of and entering into the Memorandum of Agreement will serve the interests of the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida:

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.
2. The Board of County Commissioners approves the terms, conditions, and requirements of the Memorandum of Agreement and authorizes the County Administrator or his designee to execute the agreement on behalf of the County.
3. To the extent there are typographical errors that do not substantively change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of July, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: 

Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

RENDITION DATE 7/9/20

By: 

Deputy Clerk



**Memorandum of Agreement**  
**Between**  
**Florida Division of Emergency Management**  
**And**  
**Saint Johns 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 **St. Johns County ("County")**, whose primary address is **100 EOC Drive, St. Augustine, Florida 32092** 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, 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 in a future disaster, paid for by the State (transportation, logistics, etc.)
- 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 determination of repair and serviceability is at the sole discretion of the Division.
- 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

- a. 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).
- b. 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.
- c. 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

- d. The Point of Contact for the County is:

Name: Jeffrey Alexander  
Email: jaalexander@sjcfl.us  
Telephone: (904) 824-5550  
Address: 100 EOC Drive, St. Augustine Fl 32092

VI. Miscellaneous

- a. 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.
- b. 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

St. Johns County  
FLORIDA

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Hunter S. Conrad, Administrator  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

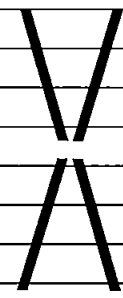
**ATTACHMENT A**

County receiving state-owned generator(s):  Saint Johns

Total Quantity of Generators:  1

<b>Generator Tag Number _____</b>		
<b>Line</b>	<b>Item Description</b>	<b>Identification</b>
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ800,
C	Generator Output Capacity, KW	795
D	Original Chronometer Hours	
E	Serial Number	
F	Engine Model	
G	Engine Serial Number	
H	Trailer VIN	
I	Certificate of Origin Number	
J	Division Property Number	
K	4/0 Cu Conductor Cable (labeled), Total Length, feet	3,500

<b>Generator Tag Number _____</b>		
<b>Line</b>	<b>Item Description</b>	<b>Identification</b>
A	Manufacturer	
B	Generator Model, and Year Assembled	
C	Generator Output Capacity, KW	
D	Original Chronometer Hours	
E	Serial Number	
F	Engine Model	
G	Engine Serial Number	
H	Trailer VIN	
I	Certificate of Origin Number	
J	Division Property Number	
K	4/0 Cu Conductor Cable (labeled), Total Length, feet	



Attach additional copies of this generator identification form as necessary.