

Memorandum of Agreement
Between
Florida Division of Emergency Management
And
Broward _____ **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 Broward County _____ ("**County**"), whose primary address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 collectively known as the "Parties."

II. Background and Purpose

- a. Pursuant to Section 252.35(2)(r), 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 the response to Hurricane Michael, the State Emergency Response Team purchased Geneac GP5500 watt generators to run traffic signals throughout impacted areas. 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 50 Geneac GP5500 watt generators for storage, maintenance, and official government use.

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 the date of purchase, 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. In the event that the Division requests relocation and redeployment of any number of generators, the terms and conditions of this MOA will continue to apply to the remaining generators held by the County (if any), until the termination or expiration of this MOA.

- e. In the event that the County wishes to terminate the MOA early, the County will be responsible for the cost of transporting the generators to a specified drop off destination, as determined by the Division.

IV. General Provisions

- a. Responsibilities of the Division
 - i. The generator(s) will be state tagged and recorded in the Generator Inventory required by Section 252.35(2)(r), 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 number of generators in their possession, the location of each generator, along with the maintenance and testing records for each generator.
 - ii. The County can utilize the generator(s) for necessary official government purposes.
 - iii. The County will store, test, and maintain the generator(s) as per manufacturer's recommendations to ensure functionality and readiness.
 - iv. 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).
 - v. The County will be responsible for the costs of storing, maintaining, testing, repairing, fueling, and mobilizing/demobilizing the generator(s), except during the times when the generator(s) are redeployed by the State.

V. Point of Contact

- a. Pursuant to Section 252.35(2)(r), 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: Chris Corbin
Email: chris.corbin@em.myflorida.com
Telephone: (850) 815-4350
Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

d. The Point of Contact for the County is:

Name: Anthony Allen, Logistics Coordinator
 Email: anallen@broward.org
 Telephone: (954) 831-3996
 Address: 1801 NW 64st Street, Suite 101, Fort Lauderdale, FL 33309

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

BROWARD COUNTY
FLORIDA

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Date

Date

**Reviewed and approved as to form:
Andrew J. Meyers, County Attorney**

By:  12/16/14
René D. Harrod, Deputy County Attorney