



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND HERNANDO COUNTY REGARDING STATE- OWNED EQUIPMENT

I. Parties

- A. This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the **State of Florida, Division of Emergency Management ("Division")**, whose address is 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, and **Hernando County ("County")**, whose primary address is 15470 Flight Path Drive, Brooksville, Florida 34604, and collectively known as the "Parties."

II. Background and Purpose

- A. Pursuant to section 252.35 Florida Statutes, the Division maintains an inventory list of property owned by the state and local governments.
- B. In preparation for hurricane season, the Division and State Emergency Response Team purchased equipment to support and assist in response efforts during an emergency. To maximize equipment utilization, the State is collaborating with Florida counties, cities, agencies, municipalities, and additional partners 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** for official government use.
- D. The applicable equipment 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 equipment covered by this MOA.
- B. The suspense date for the equipment is 5 years from the date of execution, 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, email, or certified mail to the address listed below.
- D. In the event that the Division requests relocation or redeployment of the equipment before termination or expiration of this MOA, the terms and conditions within will become suspended until the equipment is returned to the County's possession and will then resume under the original conditions of this MOA.
- E. In the event that the County wishes to terminate the MOA, the County will be responsible for the cost of transporting the equipment to a specified drop off destination, as determined by the Division.

IV. General Provisions

A. Responsibilities of the Division

- i. The equipment will be state-tagged and recorded.
- ii. The equipment is subject to relocation and redeployment in a future disaster or special event, at the request of the Division. Costs associated with the relocation and redeployment will be paid for by the State (transportation, logistics, etc.).

B. Responsibilities of the County

- i. The County will be responsible for the costs of storing/staging, preventative maintenance, repair and necessary part replacements, testing, operations, fueling, and mobilizing/demobilizing of the equipment, except when the equipment is redeployed by the State.
- ii. The County must follow the maintenance requirements as outlined in Attachment B.
- iii. During the term of this MOA, the County will provide to the Division a quarterly maintenance and operations report detailing three continuous months in the reported quarter of weekly and monthly maintenance efforts and usage and a summary of the overall condition of the equipment. A yearly report will be due 12 months following the MOA date of execution. Pictures must be included to document any changes to the equipment's condition. Quarterly maintenance reports must be submitted to the Division by email in adherence to the following schedule:
 - **Q1 (July-September): Due no later than October 1**
 - **Q2 (October-December): Due no later than January 1**
 - **Q3 (January-March): Due no later than April 1**
 - **Q4 (April-June): Due no later than July 1**
- iv. Maintenance reports requested by the Division outside of the County's quarterly submission must be provided by the County no later than seven (7) days after request.
- v. The County can utilize the equipment for necessary official government purposes at the County's expense – to include maintenance.
- vi. The County will store, use, and maintain the equipment as per manufacturer's recommendations to ensure functionality and readiness.
- vii. The County is responsible for ensuring the equipment is maintained per manufacturer's requirements such that the warranties remain in full force and effect for the entire term at their expense.
- viii. When the County deems the equipment is no longer serviceable, they will coordinate with the Division the return of the equipment.
- ix. During the term of this MOA, the County shall be responsible for replacement of the equipment, with a like item agreeable by the Division, if damaged while in the possession of the County and deemed not repairable to serviceable condition.

The determination of repair and serviceability is at the sole discretion of the Division.

- x. All warranties from the original manufacturer for the equipment and appurtenant equipment shall remain with the Division. The Division will coordinate warranty actions, when applicable, with both the manufacturer and the County.

C. Miscellaneous

- i. All email correspondence directed at the Division shall be sent to FDEMequipment@em.myflorida.com.
- ii. County noncompliance, related to section IV. General Provisions, B. Responsibilities of the County, may result in termination of this MOA at the discretion of the Division.
- iii. If terminated for noncompliance, the County will be responsible for the cost of transporting the equipment to a specified drop off destination, as determined by the Division within thirty (30) days of notification.

V. Point of Contact

- A. 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.

- B. The Point of Contact for the Division is:

Name: Erin Oelze, Accountable Property Officer
Email: Erin.Oelze@em.myflorida.com
Telephone: (850) 566-5339
Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

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

Name: David M. DeCarlo, Director of Emergency Management
Email: ddecarlo@co.hernando.fl.us
Telephone: (352) 540-6794
Address: 18900 Cortez Blvd
Brooksville, FL 34601

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, Florida Statutes. 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.
- D. This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

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.

**HERNANDO COUNTY,
FLORIDA**

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

By: _____

By: _____

Signature

Signature

Elizabeth Narverud

Printed Name

Printed Name

Chairman, Board of County Commissioners

Title

Title

Date

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office