

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2020 [X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing
Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Approve: Memorandum of Agreement (MOA) for State-Owned Generators with the Florida Division of Emergency Management (FDEM) to receive three (3) mobile trailer mounted generators...
B) Authorize: County Administrator or designee to execute amendments associated with the above MOA...

Summary: The FDEM recently purchased mobile trailer mounted generators to support hurricane season preparedness and response to the COVID-19 public health emergency. In an effort to maximize the utilization of these generators, the FDEM is seeking to collaborate with Palm Beach County to position and maintain these critical assets...

Background and Justification: During response to the COVID-19 public health emergency and in preparation for hurricane season, the FDEM State Emergency Response Team purchased mobile trailer mounted generators to support nursing homes, skilled nursing, assisted living, extended care facilities, medical facilities, designated congregate and non-congregate public shelters, and other essential facilities...

Attachments: 1) Memorandum of Agreement with FDEM

Recommended By: [Signature] Department Director Date 9/2/20

Approved By: [Signature] Deputy County Administrator Date 9/22/20

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	<u>0*</u>	_____	_____	_____	_____

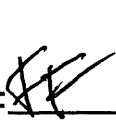
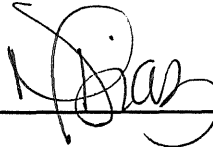

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_ - \_\_\_\_\_

Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_ No \_\_\_

Budget Account Exp No: Fund \_\_\_ Dept \_\_\_ Units \_\_\_ Object \_\_\_  
 Rev No: Fund \_\_\_ Dept \_\_\_ Units \_\_\_ Rev. Source \_\_\_\_\_

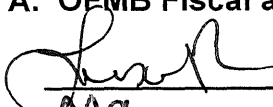

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

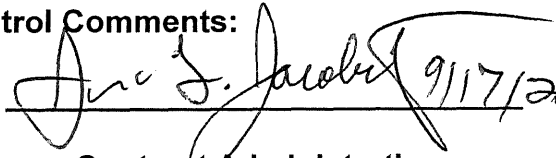
\*Fiscal impact undeterminable at this time. The County will be responsible for the costs of storing/staging, preventative maintenance, repair and necessary part replacements (e.g. batteries, block heater, tires), testing, electrical services/connections, operations, fueling, and mobilizing/demobilizing the generator(s), except when the generator(s) are redeployed by the State. 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 FDEM.

Departmental Fiscal Review:   

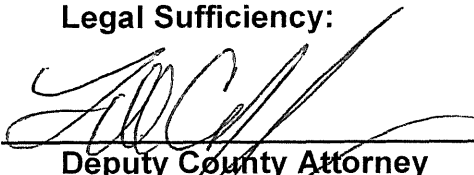
**III. REVIEW COMMENTS**

**A. OEMB Fiscal and/or Contract Dev. and Control Comments:**

 9/8/2020   
 OFMB

 9/17/2020  
 Contract Administration  
 9-17-20 TW

**B. Legal Sufficiency:**

  
 Deputy County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**Memorandum of Agreement**

**Between**

**Florida Division of Emergency Management**

**And**

**Palm Beach 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 **Palm Beach County ("County")**, whose primary address is 301 N. Olive Ave., West Palm Beach FL 33401 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 three (3) 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 New generator was purchased with a 24-month/1,000-hour Limited and concurrent 60-Month/2,500-hour Gold Extended Warranty. The County is responsible for ensuring the generator(s) is/are maintained per manufacturer's requirements such that the warranties remain 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.mvflorida.com](mailto:kenneth.decastro@em.mvflorida.com)  
Telephone: (850) 815-4275  
Address: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

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

Name: Stephanie Sejnoha  
Email: ssejnoha@pbcgov.org  
Telephone: 561-712-6400  
Address: 20 S. Military Trail West Palm Beach FL 33415

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

Palm Beach County, Florida  
Board of Commissioners

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

By: \_\_\_\_\_  
County Administrator or Designee

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: Jean-Adel Williams  
Assistant County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
Division Director  
Department

**ATTACHMENT A**

County receiving state-owned generator(s):  Palm Beach

Total Quantity of Generators:  3

<b>Generator Tag Number _____</b>		
<b>Line</b>	<b>Item Description</b>	<b>Identification</b>
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ125,
C	Generator Standby Output Capacity, KW	110
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	Fleet Complete EM Tag Number	
L	4/0 Cu Conductor Cable (labeled), Total Length, feet	500

<b>Generator Tag Number _____</b>		
<b>Line</b>	<b>Item Description</b>	<b>Identification</b>
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ230,
C	Generator Standby Output Capacity, KW	200
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	Fleet Complete EM Tag Number	
L	4/0 Cu Conductor Cable (labeled), Total Length, feet	1,000

Attach additional copies of this generator identification form as necessary.

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**ATTACHMENT A**

County receiving state-owned generator(s):  Palm Beach

Total Quantity of Generators:  3

<b>Generator Tag Number _____</b>		
<b>Line</b>	<b>Item Description</b>	<b>Identification</b>
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ425,
C	Generator Standby Output Capacity, KW	375
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	Fleet Complete EM Tag Number	
L	4/0 Cu Conductor Cable (labeled), Total Length, feet	2,000

<b>Generator Tag Number _____</b>		
<b>Line</b>	<b>Item Description</b>	<b>Identification</b>
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	
C	Generator Standby 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	Fleet Complete EM Tag Number	
L	4/0 Cu Conductor Cable (labeled), Total Length, feet	

Attach additional copies of this generator identification form as necessary.

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