

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/04/2020

Contract/Lease Control #: C21-3008-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FLORIDA DIVISION OF EMERGENCY MANAGMENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/01/2020

Expiration Date: 05/30/2039

Description of: STATE OWNED GENERATORS MOU

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 4087-20
Procurement/Contractor/Lessee Name: FDEM Grant Funded: YES ___ NO X
Purpose: MOA for generators
Date/Term: 19 yrs from June 1, 2020 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: maint after 2yrs on
Department: PS Dept. Monitor Name: generators Maddox

Purchasing Review

Procurement or Contract/Lease requirements are met:
Rita Mason Date: 7-27-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: State level COVID FUNDS Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 7-28-2020
Risk Manager or designee Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 8-4-2020
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Department funding confirmed:

Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, July 28, 2020 8:33 AM
To: DeRita Mason
Subject: RE: FDEM-Okaloosa County Genset MOA

This is approved by Risk Management.

Thank you,

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, July 27, 2020 12:38 PM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Cc: Lisa Price <lprice@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: FDEM-Okaloosa County Genset MOA

Please review and approve.
I did advise the department that our name/address needed to be inserted.

Thank you,

DeRita Mason



DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, August 4, 2020 4:34 PM
To: DeRita Mason; 'Parsons, Kerry'
Cc: Ken Wolfe
Subject: Re: FDEM-Okaloosa County Genset MOA

The blanks in section I and V need to be filled in. Once they are, this MOA is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

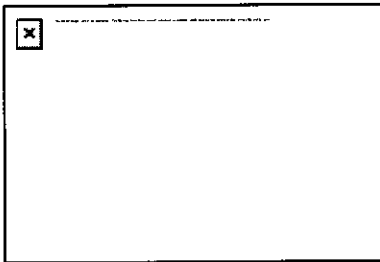
Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Tuesday, August 4, 2020 2:57:11 PM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara; Ken Wolfe
Subject: FW: FDEM-Okaloosa County Genset MOA

See below from the department.
The State is wanting to know the status.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

Memorandum of Agreement

Between

Florida Division of Emergency Management

And

Okaloosa 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 **Okaloosa County ("County")**, whose primary address is **1250 N. Eglin Parkway, Suite 100, Shalimar, Florida 32579** 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 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.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: Ken Wolfe
Email: kwolfe@myokaloosa.com
Telephone: 850-651-7150/850-585-9316
Address: 90 College Blvd East, Niceville, Fl 32578

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.

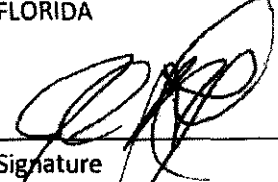
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

FLORIDA DIVISION OF
EMERGENCY MANAGEMENT

Okaloosa County

FLORIDA

By: 
Signature

By: 
Signature

Kevin Guthrie, SERT Chief
Print Name

John Horstad, County Administrator
Print Name

9.11.20
Date

August 18, 2020
Date

ATTACHMENT A

County receiving state-owned generator(s): Okaloosa

Total Quantity of Generators: 1

Generator Tag Number <u>YS661</u>		
Line	Item Description	Identification
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ125, 2019
C	Generator Standby Output Capacity, KW	110
D	Original Chronometer Hours	1.0
E	Serial Number	CK500807
F	Engine Model	CAT C4.4 ACERT
G	Engine Serial Number	J9G00912
H	Trailer VIN	7KUBB1522KJ088625
I	Certificate of Origin Number	0005409
J	Division Property Number	CA009844
K	Fleet Complete EM Tag Number	EM561158
L	4/0 Cu Conductor Cable (labeled), Total Length, feet	500

Generator Tag Number _____		
Line	Item Description	Identification
A	Manufacturer	
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.

Page Number 1 of 1

Received: 

CONTRACT#: C19-2777-PS
DR. JIMMIE D. BAILEY, II
EMS MEDICAL DIRECTOR
EXPIRES: 01/28/2022 W/2 1 YR RENEWALS

J.D. Bailey II, M.D.
3580 Airport Road
Crestview, FL 32539

November 2, 2020

Chief Welborn
Chief, OCEMS
Okaloosa County Emergency Medical Services
90 College Blvd E,
Niceville, FL 32578

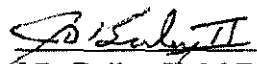
Dear Chief Welborn:

With a heavy heart, I submit to you my resignation as Medical Director for Okaloosa County Emergency Medical Services (OCEMS). During my time as the Medical Director, I have watched OCEMS provide outstanding service to the county in extraordinary times. The department's response during COVID-19 has been phenomenal. While I have greatly appreciated my time serving as a Medical Director for OCEMS, which I consider to have been a great privilege and honor, I have recently accepted a new physician position with a hospital located in Holyoke, CO, which will require me to relocate permanently to fulfill my duties.

My last day at OCEMS will be December 31, 2020. I would be happy to meet with you at your convenience to discuss the transition of my duties to my successor.

I wish OCEMS and all of its employees all the best and continued success in the future.

Sincerely,



J.D. Bailey II, M.D.
Medical Director