



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Kevin Guthrie  
Director

## MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE SEMINOLE COUNTY BOCC 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 the **Seminole County, Board of County Commissioners ("SC-BoCC")**, whose address is 1101 East 1<sup>st</sup> Street, Sanford, Florida 32771, 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 SC-BoCC: **one (1) gooseneck trailer** for official government use in support of Florida Task Force 4.
- 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 SC-BoCC's possession and will then resume under the original conditions of this MOA.

- E. In the event that the SC-BoCC wishes to terminate the MOA, the SC-BoCC 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 SC-BoCC

- i. The SC-BoCC 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 SC-BoCC must follow the maintenance requirements as outlined in Attachment B.
- iii. During the term of this MOA, the SC-BoCC will provide to the Division a quarterly maintenance and operations report detailing three continuous months in the reported quarter of 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 SC-BoCC's quarterly submission must be provided by the SC-BoCC no later than seven (7) days after request.
- v. The SC-BoCC can utilize the equipment for necessary official government purposes at the SC-BoCC's expense – to include maintenance.
- vi. The SC-BoCC will store, use, and maintain the equipment as per manufacturer's recommendations to ensure functionality and readiness.
- vii. The SC-BoCC 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 SC-BoCC deems the equipment is no longer serviceable, they will coordinate with the Division and the Division, at its sole discretion, will make a determination as to the serviceability of the equipment.

- ix. During the term of this MOA, the SC-BoCC shall be responsible for replacement of the equipment, with a like item agreeable by the Division, if damaged while in the possession of the SC-BoCC 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 SC-BoCC.

C. Miscellaneous

- i. All email correspondence directed at the Division shall be sent to [FDEMequipment@em.myflorida.com](mailto:FDEMequipment@em.myflorida.com).
- ii. SC-BoCC noncompliance, related to section IV. General Provisions, B. Responsibilities of the SC-BoCC, may result in termination of this MOA at the discretion of the Division.
- iii. If terminated for noncompliance, the SC-BoCC 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](mailto: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 SC-BoCC is:

Name:  
Email:  
Telephone:  
Address:

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.

**SEMINOLE COUNTY, BOARD  
OF COUNTY COMMISSIONERS**

**FLORIDA DIVISION OF  
EMERGENCY MANAGEMENT**

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement between the Florida Division of Emergency Management and  
FL-TF4 -Seminole County Fire Department Regarding State-Owned Equipment

**Attachment A - Equipment Identification**

(One (1) equipment identification page per item)

<b>Equipment</b>	<b>Information</b>
<b>Name/Description</b>	Top Shelf 40' Gooseneck Trailer
<b>Manufacturer</b>	Top Shelf
<b>Year Assembled</b>	2022
<b>VIN</b>	7HCGF4020NB036305
<b>License Plate #</b>	YW668
<b>FDEM Property ID # (CA or EM Tag #)</b>	CA013318

## Attachment B - Required Maintenance Schedule - Trailers

Pre-Trip Inspection

**TO BE PERFORMED PRIOR TO TRANSPORTATION OF EQUIPMENT**

Model/VIN:

<b>Pre-Trip Inspection</b>	<b>Initials</b>	<b>Date</b>
<b>Mechanical</b>		
Check all fluid levels		
Top off all fluids as necessary		
Check tread depth and PSI of tires		
Adjust tire pressure as necessary		
Check all belts and hoses for wear		
Perform brake test		
<b>Electrical</b>		
Check battery voltage if equipped		
Check that brake lights function		
Check that indicator lights function		
Check that hazard lights function		
Check that Marker lights function		
Check ABS light if equipped		
<b>Appearance</b>		
Check hitch for secure connection		
Check hitch for all chains and pins		
Check wiring harness is connected		
Check that all cargo is secure		
Check that all doors are latched		
Check body and frame for damage		

**Notes**

## Attachment B - Required Maintenance Schedule - Trailers

Quarterly Report

**End user is responsible for performing all required maintenance according to the manufacturer specifications found in the product's online user manual. The quarterly and yearly maintenance reports are intended for general service.**

Model/VIN:

Quarterly Maintenance	Initials	Date
Check tread depth and PSI of all tires		
Adjust tire pressure as necessary		
Replace missing valve caps		
Check tires for irregular wear		
Check hoses for abrasions or cuts		
Check wiring for abrasions or cuts		
Check that all lighting is functional		
Check that emergency brake cord works		
Check wheels for cracks or loose nuts		
Check all reflectors and DOT tape		
Check license plate and permits		
Inspect refrigeration unit and test		
Check all fluid levels and top off		
Check battery voltage		
Replace any clogged filters		
Check battery charger function		
Check that unit is clear of dirt and debris		
Inspect brake pads, rotors, and drums		
Inspect spare tire and carrier		
Check oil in hubs and service as required		
Inspect battery terminals for corrosion		
Lubricate trailer chassis and axles		
Lubricate lift gate		
Inspect all seals and gaskets		
Inspect body for damage or leaks		
Check paint and lettering condition		
Check doors, latches, and holdbacks		
Check operation of overhead door		
Check floor condition		
Check roof bows and skin fasteners		
Check mud flap condition		
Inspect wheel chocks		

## Attachment B - Required Maintenance Schedule - Trailers

Quarterly Report cont. - Yearly Report

Model/VIN:

<b>Quarterly Maintenance (cont.)</b>	<b>Initials</b>	<b>Date</b>
Inspect interior for any pooling or leaks		
Inspect hitch and lubrication		
Wash and clean vehicle		
Detailed inspection of electrical		
Detailed inspection of gaskets		
Detailed inspection for damage of frame		
Detailed inspection for dry rot of rubber		
Organize all applicable documentation		

<b>Yearly Maintenance</b>	<b>Initials</b>	<b>Date</b>
Perform tire rotation		
Service landing gear		
Replace air filters		
Check battery acid level		