

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Vice Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 19, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute two Memoranda of Agreement between the Florida Department of Emergency Management and Miami-Dade County, through the Miami-Dade Fire Rescue Department Office of Emergency Management, to accept, use, store, and maintain six Genset generators for official government use during a declared emergency; approving the terms of the Memoranda of Agreement; and authorizing the County Mayor to exercise termination provisions contained therein

Resolution No. R-1182-20

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



Geri Bonzon-Keenan
Successor County Attorney

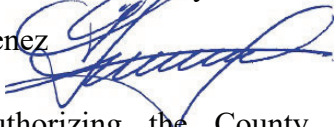
GBK/smm

Memorandum



Date: November 12, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the County Mayor to Execute two Memoranda of Agreement Between the Florida Department of Emergency Management and Miami-Dade County, through the Miami-Dade Fire Department, Office of Emergency Management to Accept, Use, Store and Maintain Six Genset Generators for Official Government Use During a Declared Emergency

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the two attached Memoranda of Agreement (MOA) (Exhibits A and A-1) authorizing the County Mayor to accept, store and maintain six Genset Generators (5 New: 2 – XQ125, 2 – XQ230, 1 – XQ425; and 1 XQ350 pre-owned) for official government use during a declared emergency.

SCOPE

The grant will provide countywide services.

FISCAL IMPACT/FUNDING SOURCE

These MOAs will have a minimal fiscal impact of \$1,000.00 per unit per year to the Miami-Dade Fire Rescue Department, Office of Emergency Management.

DELEGATION OF AUTHORITY

The County Mayor is authorized to accept, store and maintain six Caterpillar generators to be used for official government use during a declared emergency. Also, the County Mayor is authorized to exercise the termination provisions.

TRACK RECORD/MONITOR

The MOA will be monitored by Charles Cyrille, Division Director, with the Miami-Dade Fire Rescue Department, Office of Emergency Management.

BACKGROUND

During response to COVID-19, and in preparation for hurricane season, the State Emergency Response Team purchased mobile generators 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.

The County will utilize the generators for necessary official government purposes. During a state or local declaration of an emergency, highest propriety use of the generators 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. The County will be responsible for ensuring the generators are maintained per manufacturer's requirements such that the warranties remain in full force and effect for the entire term. The County will also 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 generators, except when the generators are redeployed by the State.

The County will provide to the Division a report detailing the identification by tag number of generators in their possession, the location of each generator, along with the maintenance and testing records, hours in operation and fuel usage for each generator by April 30 of each year. In addition, termination of the MOAs may be made by either party with a 30-day written notice.



Maurice L. Kemp
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Vice Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: November 19, 2020

FROM: 
Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(E)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(1)
11-19-20

RESOLUTION NO. R-1182-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE TWO MEMORANDA OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT OFFICE OF EMERGENCY MANAGEMENT, TO ACCEPT, USE, STORE, AND MAINTAIN SIX GENSET GENERATORS FOR OFFICIAL GOVERNMENT USE DURING A DECLARED EMERGENCY; APPROVING THE TERMS OF THE MEMORANDA OF AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE TERMINATION PROVISIONS CONTAINED THEREIN

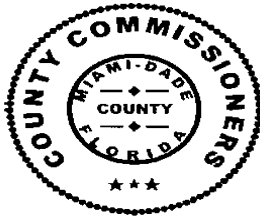
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor to execute two Memoranda of Agreement between the Florida Division of Emergency Management and Miami-Dade County, through the Miami-Dade Fire Rescue Department, Office of Emergency Management, in substantially the form attached as Exhibits A and A1; approves the terms of the Memoranda of Agreement including, but not limited to, the acceptance, use, storage, and maintenance of six Genset generators for official government use during a declared emergency; and authorizes the County Mayor to exercise termination provisions contained therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Vice Chairwoman	aye	
Jose "Pepe" Diaz	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Eileen Higgins	aye
Joe A. Martinez	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Sen. Javier D. Souto	aye	District 8 - Vacant	vacant

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez

Memorandum of Agreement
Between
Florida Division of Emergency Management
And
Miami-Dade 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 Miami-Dade County (“**County**”), whose primary address is 9300 NW 41st Street, Doral, FL 33178 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 five (5) 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: Charles Cyrille
Email: cyrille@miamidade.gov
Telephone: 305-468-5403
Address: 9300 NW 41st Street, Miami, FL 33178

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

FLORIDA

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Date

Date

ATTACHMENT A

County receiving state-owned generator(s): Miami-Dade

Total Quantity of Generators: 5

Generator Tag Number _____		
Line	Item Description	Identification
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	500

Generator Tag Number _____		
Line	Item Description	Identification
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	500

Attach additional copies of this generator identification form as necessary.

Page Number 1 of 3

ATTACHMENT A

County receiving state-owned generator(s): Miami-Dade

Total Quantity of Generators: 5

Generator Tag Number _____		
Line	Item Description	Identification
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	1,000

Generator Tag Number _____		
Line	Item Description	Identification
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	1,000

Attach additional copies of this generator identification form as necessary.

Page Number 2 of 3

County receiving state-owned generator(s): Miami-Dade

Total Quantity of Generators: 5

Generator Tag Number _____		
Line	Item Description	Identification
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	2,000

Generator Tag Number _____		
Line	Item Description	Identification
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ,
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	

Attach additional copies of this generator identification form as necessary.

Page Number 3 of 3



Standby 110 kW
Prime 100 kW
60 Hz 1800 rpm 480V
60 Hz 1800 rpm 600V

Image shown may not reflect actual configuration

Specifications

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
480V 60 Hz Rating				
	77V	(37)	(5)	
	V	(37)	(5)	
	V	5 (5)	5 (5)	
600V 60 Hz Rating (Optional)				
	V 3 7V	(37)	(5)	
	V 77V	(37)	(5)	
	V	(37)	(5)	
	V	()	()	

Cat® C4.4 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	- , -Stro e - ater Cooled Diesel	
ore	5 mm	3 in
Stro e	7 mm	5 in
Displacement		5 in ³
spiration	urbocharged- ftercooled	
Compression Ratio	5	
Engine rpm		
Governor ype	DEM	



Standby 200 kW
Prime 182 kW
60 Hz
U.S. EPA Tier 4 Final

Image shown may not reflect actual configuration

Specifications

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
480V 60 Hz Rating				
60 Hz	480/277V	200 (250)	182 (228)	1800
	208/120V	200 (250)	182 (228)	1800
	240/120V	150 (150)	136 (136)	1800
600V 60 Hz Rating (Optional)				
60 Hz	600V/347V	200 (250)	182 (228)	1800
	480V/277V	200 (250)	182 (228)	1800
	208/120V	TBD	163 (204)	1800
	240/120V	TBD	120 (120)	1800

Cat® C7.1 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	Inline 6, 4-Stroke Diesel	
Bore	105 mm	4.13 in
Stroke	135 mm	5.3 in
Displacement	7.01 L	427.7 in ³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	16.5:1	
Engine rpm	1800	
Governor Type	Electronic	



Standby 375 kW
Prime 340 kW
50/60 Hz Switchable
1500-1800 rpm

Image shown may not reflect actual configuration

Specification

Frequency	Voltage	Standby kW (kVA)	Prime kW (kVA)	Speed rpm
480V 50/60 Hz Switchable Rating				
60 Hz	480/277V	375 (469)	340 (425)	1800
60 Hz	240/139V	375 (469)	340 (425)	1800
60 Hz	208/120V	350 (438)	320 (400)	1800
50 Hz	400/230V	320 (400)	290 (363)	1500
600V 60 Hz Rating				
60 Hz	600V	375 (469)	340 (425)	1800
60 Hz	480V	320 (400)	292 (365)	1800

Cat® C13 ACERT™ Diesel Engine	Metric	Imperial (English)
Configuration	I-6, 4-Stroke-Cycle Water Cooled Diesel	
Bore	130 mm	5.1 in
Stroke	157 mm	6.2 in
Displacement	12.5 L	763 in ³
Aspiration	Turbocharged-Aftercooled	
Compression Ratio	17.0:1	
Fuel System	MEUIC	
Governor Type	ADEM™ A4	
Aftercooler	ATAAC	
Turbocharger	Single	
Fuel	Requires ULSD	

Memorandum of Agreement
Between
Florida Division of Emergency Management
And
Miami-Dade 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 Miami-Dade County ("**County**"), whose primary address is 9300 NW 41st Stree, Doral, FL 33178 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 Pre-Owned generator was purchased with a 6-Month Limited Warranty. The County is responsible for ensuring the generator(s) is/are maintained per manufacturer's requirements such that the warranty remains 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: Charles Cyrille
Email: cyrille@miamidade.gov
Telephone: 305-468-5403
Address: 9300 NW 41st Street, Doral, FL 33178

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

FLORIDA

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Date

Date

ATTACHMENT A

County receiving state-owned generator(s): Miami-Dade

Total Quantity of Generators: 1

Generator Tag Number _____		
Line	Item Description	Identification
A	Manufacturer	Caterpillar
B	Generator Model, and Year Assembled	XQ350,
C	Generator Standby Output Capacity, KW	350
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	2,000

Generator Tag Number _____		
Line	Item Description	Identification
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	4/0 Cu Conductor Cable (labeled), Total Length, feet	

Attach additional copies of this generator identification form as necessary.

Page Number 1 of 1

X Q 350 RENTAL



*Shown with optional trailer

STANDBY 350KW
PRIME 320 kW

POWER MODULE
50/60Hz Switchable Rating

Frequency	Voltage	Stand-by kW (kVA)	Prime kW (kVA)
60 Hz	600V	350 (437.5)	320 (400)
60 Hz	480/277V	350 (437.5)	320 (400)
60 Hz	240/139V	350 (437.5)	320 (400)
60 Hz	208/120V	350 (437.5)	320 (400)
50 Hz	400/230V	350 (437.5)	320 (400)

FEATURES

FUEL/EMISSIONS STRATEGY

- EPA Tier 4 Interim and CARB Certified for Non-Road Mobile applications at all 50 and 60 Hz ratings

SINGLE-SOURCE SUPPLIER

- Factory designed and fully prototype tested with certified torsion vibration analysis available
- ISO 9001:2000 compliant facility

CAT® C13 TIER 4 INTERIM DIESEL ENGINE

- Utilizes ACERT™ Technology and Cat NOx Reduction System (NRS)
- Cat CEM exhaust after treatment
- Four-stroke diesel engine combines consistent performance and excellent fuel economy with minimum weight
- ECM electronic engine control

CAT EMCP 4.2 CONTROL PANEL

- Fully featured power metering, protective relaying and engine/generator control and monitoring
- Simple user friendly interface and navigation
- Automatic set-point adjustment integrated with voltage and frequency changes

CAT SR4B SERIES GENERATOR

- Designed to match performance and output characteristics of Cat diesel engines
- Permanent magnet excitation
- Segregated AC/DC, low voltage accessory box provides single point access to accessory connections

CAT DIGITAL VOLTAGE REGULATOR (Cat DVR)

- Three-phase sensing
- Adjustable volts-per-hertz regulation
- Provides precise control, excellent block loading, and constant voltage in the normal operating range.

ENCLOSURE

- Highly corrosion resistant 12 gauge sheet steel construction
- Two coat polyester powder-coated finish
- Six access doors for ease of maintenance
- Secure and safe design with safety glass control panel viewing window with lockable access door
- Fuel fill and battery can only be reached through lockable access doors
- Certified single point lifting eye and lifting points on the base frame

DISTRIBUTION PANEL

- Switchable via link board from 480/277V 3 phase to 240/139V 3 phase (can be adjusted down to 208/120V 3 Phase)

REAR CUSTOMER ACCESS

- Separate control panel and distribution panel access doors
- Hinged door over main bus connectors
- Emergency stop on panel
- Remote start/stop contacts

ENVIRONMENTALLY FRIENDLY DESIGN

- EPA Tier 4 Interim certified
- 110% spill containment of onboard engine fluids
- Meets 76 dB(A) at 7 m per SAE J1074

RENTAL READY FEATURES

- Anti-condensation heater 110-120 VAC
- Coolant heater 110-120 VAC
- UL Listed battery charger
- Solar powered battery maintainer