

MEMORANDUM OF AGREEMENT BETWEEN THE ALABAMA EMERGENCY MANAGEMENT AGENCY AND THE BALDWIN COUNTY EMERGENCY MANAGEMENT AGENCY REGARDING PRE-POSITIONED GENERATORS.

1. PARTIES: The parties to this Memorandum of Agreement (MOA) are the Alabama Emergency Management Agency (AEMA), and the Baldwin County Emergency Management Agency.

2. AUTHORITY: This MOA is authorized under the provisions of:

- a. The Robert T. Stafford Disaster Relief and the Emergency Assistance Act, 42 USC § 5121-5206 (the Stafford Act).
- b. The Federal Property and Administrative Services Act of 1949, as amended.
- c. The General Accounting Office Policies and Procedures Manual for Guidance of Federal Agencies, Title 2.
- d. FEMA Manual 6150.1, Personal Property Management Program.
- e. Title 31, Chapter 9 Code of Alabama 1975.

3. PURPOSE: The purpose of this Agreement is to set forth terms by which AEMA and the County will implement the Pre-Positioned Disaster Generator Program, which has been designed by AEMA to provide emergency power during disasters.

4. RESPONSIBILITIES:

The parties agree that:

- a. The County will sign an appropriate Property Hand Receipt and assume full financial responsibility for loss, damage, or misuse of the generator set(s) (GenSet) assigned to them. Notwithstanding the preceding, the County will not be financially responsible to repair or replace manufacturing defects or repair or replace parts that may be needed so long as the County has fully complied with its preventive and operational maintenance requirements as set out in the Generator SOG.
- b. The County will provide secure storage for the GenSet(s) assigned to them under this MOA.
- c. The County agrees, in exchange for use privileges, to provide financially (either contract or in-kind) for all preventative and operational maintenance costs to include all of the items listed in the “55kW Generator Basic Standard Operation and Maintenance Guide” (herein referred to as the Generator SOG), Table 3 (55kW Generator Lubrication and Maintenance Schedule), and included as Attachment 1 to this MOA.
- d. At all times, AEMA retains title to the equipment provided as part of Emergency Resources Program.
- e. AEMA reserves the right to “task” the GenSet(s) assigned to the County for deployment to another county within the state.

- f. AEMA reserves the right to modify the GenSet if it determines the modification is in the best interest of the State.
- g. The County may NOT make alterations, modifications, additions or deletions to the GenSet or its components without the specific written approval of AEMA. Any approved alterations, modifications or additions will become the property of the AEMA.
- h. Upon termination of this MOA, all equipment listed in the inventory as part of the GenSet will be returned to AEMA in the same condition as when received, normal wear and tear excepted.

The parties further agree that:

AEMA:

- a. Will provide to the County equipment consisting of disaster power generator(s) (See Attachment 2 for generator specifications and inventory) for use in accordance with this MOA.
- b. Retains the right to inventory and inspect the supplies and equipment as it deems appropriate.
- c. Will review, evaluate, and may approve use of the GenSet(s) when requested by the County for non-disaster purposes.

Baldwin County:

- a. Will provide a secure area or facility for the equipment throughout the term of this MOA.
- b. Will not remove or alter any of the components of the GenSet without the prior consent of the designated AEMA POC.
- c. The County agrees to notify the AEMA Logistics of any relocation of the GenSet. Initial notification may be done by email. However, further notification must be accomplished by entering a WebEOC message describing the location of the GenSet and the purpose of the relocation.
- d. The County hereby agrees that it will accept responsibility, at its own expense, for the routine maintenance of (Attachment 1), and any real property acquired or assigned in connection with, state-issued generator(s).
- e. The County will maintain the “*Engine Run Log/Maintenance Record*” contained in the Generator SOG and included as Attachment 3 to this MOA.
- f. The County will complete the “*55 kW Generator Monthly Operability Checklist*” contained in the Generator SOG and included as Attachment 4 to this MOA and forward it to the AEMA Logistics Section by the 10 day of each month.
- g. These generators will remain the property of the State of Alabama and will be hand-receipted to county EMAs. The County will afford the same hand receipt procedures when the GenSet(s) is deployed to another county or agency within the county.
- h. If the County anticipates generator use (other than system maintenance operation) it must notify the AEMA Logistics Section. Initial notification may be provided to

AEMA Logistics via email. AEMA Logistics will conditionally approve or disapprove any non-disaster usage. All non-disaster usage or deployment requests must be followed up and approved in WebEOC prior to actual use. The WebEOC request must contain:

1. Who (name and organization) will have possession and financial responsibility for the GenSet? (Who)
 2. What is the purpose of the GenSet? (What)
 3. The specific dates the GenSet will be in use. (When)
 4. Where, specifically, will the GenSet be located? (Where)
 5. Why the GenSet is being used in lieu of other options? (Why)
- i. The recorded Engine Hours on the GenSet when deployed and returned to storage.
 - j. Will participate in "After-Action Reviews" with AEMA resulting in a report to the AEMA POC after each deployment indicating the specifics and effectiveness of the deployment.

5. POINTS OF CONTACT: The AEMA POC is Bryan Dewberry, Logistics Section Chief, 205-415-8310 or Brady Knight, Logistics Specialist, 205-990-8104.

6. OTHER PROVISIONS: Nothing in this Agreement is intended to conflict with current law or regulations or the directives of FEMA/DHS/AEMA. If a term of this MOA is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

7. EFFECTIVE DATE: The terms of this agreement will become effective on the date of signature of the authorized representatives of all parties.

8. MODIFICATION: This agreement may be modified upon the mutual written consent of AEMA and the County.

9. TERMINATION: Either party, upon 30 days written notice to the other part, may terminate this agreement; provided, however, that if AEMA finds that the GenSet has not received the proper preventative/operational maintenance, AEMA may request that the County EMA immediately return the GenSet and may terminate this MOA with 3 days' notice.

APPROVED BY:

Alabama Emergency Management Agency

Jeff Smitherman, Director

Date

Baldwin County Emergency Management Agency

Thomas Tyler, Director

Date

Baldwin County Commission

Matthew P. McKenzie, Chairman

Date

ATTEST:

Roger H. Rendleman, County Administrator

Date

Attachment 1 – 55kW Generator Lubrication and Maintenance Schedule

ITEM	Daily	250 Hours/ 6 Months	500 Hours/ 12 Months	2000 Hours/ 24 Months	As Required
Check Engine Oil and Coolant Level	•				
Check Fuel Filter/Water Separator Bowl	•				
Check Air Cleaner Dust Unloader Valve & Indicator ¹	•				
Perform Visual Walk around Inspection	•				
Service Fire Extinguisher (if equipped)		•			
Change Engine Oil and Replace Oil Filter ²		•			
Check Engine Mounts		•			
Service Battery		•			
Check Manual Belt Tensioner and Belt Wear		•			
Clean Crankcase Vent Tube			•		
Check Air Intake Hoses, Connections & System			•		
Replace Single Fuel Filter Element			•		
Check Automatic Belt Tensioner and Belt Wear			•		
Check Engine Speeds			•		
Check Engine Electrical Ground Connection			•		
Check Cooling System			•		
Coolant Solution Analysis			•		
Pressure Test Cooling System			•		
Flush Cooling System ³				•	
Test Thermostat(s)				•	
Check and Adjust Engine Valve Clearance				•	
Add Coolant					•
Replace Poly-Vee Belt					•
Check Fuses					•

1. Replace primary air cleaner element when restriction

Indicator shows a vacuum of 625mm (25in.) H₂O

2. Change oil and filter for the first time at 100 hours maximum of (break-in) operation, then every 250 hours thereafter

3. If John Deere COOL-GARD™ is used, the flushing interval may be extended to 3000 or 36 months.

Attachment 2 – GenSet Specifications and Inventory - Baldwin

SPECIFICATIONS:

Kohler 55kW 120/240v, 3-phase, 4 wire, 60Hz, Trailer Mounted

Serial Number: JRSC010707KKE3210

State Inventory Number: 57-005069

State Barcode Number: 03103889

Original Cost: \$17,777

INVENTORY (each GenSet):

1 ea Kohler trailer mounted Generator

5 each 20' cables with color-coded (green, white, black, red, and blue) Camlock connectors one each end (1 male, 1 female)

Power Distribution Panel(s)

Inventory # 57-005754 Bar Code # 03104630

1 each mounted spare tire

1 lug wrench

1 set wheel chocks

1 each State License Plate

1 each State Inventory Label (located on trailer tongue)

1 each State Barcode (located on trailer tongue)

Attachment 4 – 55kw Monthly Generator Operability Checklist



County:		Inventory Number:	
Date:		Inspected by:	
Hour Meter Reading (Start):		Hour Meter Reading (End):	
Run Time for this Inspection:			
All Gauges/Annunciator Lights checked for normal operating ranges			
Tire Pressure and Condition Check: (all tire pressures are “ COLD ” pressure)			
65 psi LF:	Condition:	65 psi RF:	Condition:
65 psi RR:	Condition:	65 psi LR:	Condition:
65 psi Spare:	Condition:		
Fuel Level (Circle): Full $\frac{3}{4}$ $\frac{1}{2}$ $\frac{1}{4}$ Empty			
Radiator Coolant Level Checked			Oil Level Checked
Last Oil Change (Date/Run Time)		Date:	Run Time:
Date/Engine Hours next oil, oil filter, and fuel filter change due: (6 months or 250 run hours since the last change, whichever comes first)		Date:	Engine Hours:
Battery Charger Plugged In			Fuel Pre-Heater Plugged In
5 Color-Coded (Red, Blue, Black, White, Green) Cables with Both End Connectors On-Hand?			
Female Distribution Panel On-Hand?		Wheel Chocks On- Hand?	
Lug Wrench On-Hand?		State License Plate Attached?	
State INV Label Intact and Legible?		State Barcode Intact and Legible?	
Notes:			