

**CITY OF MARIANNA
COMMISSION AGENDA MEMO
REGULAR MEETING
June 7, 2022**

ITEM # _____

ADMINISTRATIVE STAFF REPORT

- Subject:** Memorandum of Understanding (MOU)
for Use of Emergency Support Function 17 Equipment
- Subject Background:** The University of Florida and FDACS has asked Marianna Fire Rescue to support ESF 17 in the preparedness, recovery, mitigation, and response to emergency and nonemergency calls involving animals for Region 1. The MOU will allow Marianna Fire Rescue to be loaned a cache of equipment to support the functions of ESF 17.
- Recommendation:** The City Manager and Fire Chief have reviewed the MOU and recommends approval.
- Potential Motion:** I move to approve the Memorandum of Understanding (MOU) for Use of Emergency Support Function 17 Equipment.

Approved for agenda by:



**MEMORANDUM OF UNDERSTANDING (MOU)
FOR USE OF EMERGENCY SUPPORT FUNCTION 17 EQUIPMENT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the **Florida Department of Agriculture and Consumer Services (FDACS)** and the **Marianna Fire Rescue (COOPERATOR)**.

WHEREAS, FDACS is the lead agency for Emergency Support Function (ESF) 17 for animal, agricultural, and vector issues in the state as authorized in Chapter 252, Florida Statutes (F.S.); and

WHEREAS, ESF 17 oversees the emergency management functions of preparedness, recovery, mitigation, and response with all agencies and organizations involved in the state's response activities.

WHEREAS, pursuant to this responsibility, there is established within FDACS a state agricultural response team; and

WHEREAS, the state agricultural response team, in coordination with the Division of Emergency Management, is responsible for the development, training, and support of county agricultural response teams and other nonemergency support functions as described and set forth in Chapter 252, F.S.; and

WHEREAS, FDACS and the state agricultural response team coordinate preparedness, recovery, mitigation, and response activities with local government emergency management agencies and local ESF 17 cooperators; and

WHEREAS, the COOPERATOR is actively engaged in local ESF 17 preparedness, recovery, mitigation, and response activities for animal, agricultural and/or vector control issues; and

WHEREAS, the COOPERATOR can more adequately carry out this function if additional equipment is available; and

WHEREAS, it has been determined to be advantageous to FDACS to make certain equipment available to the COOPERATOR to support preparedness, recovery, mitigation, and response activities for ESF 17.

NOW, THEREFORE, the parties agree to the following terms:

1. FDACS will loan the COOPERATOR the equipment identified below to be used to assist the local ESF 17 in responding to all hazards with related animal issues or emergencies:

Animal Technical Rescue (ATR) Trailer and Cache consisting of:

- **2012 Diamond Cargo Trailer (ACS Tag #31419)**
- **A-Frame (Property Tag #93608)**
- **Becker Animal Sling (Property Tag #93586)**
- **Rescue Glide (Property Tag #93640)**

2. FDACS maintains ownership of the ATR Trailer and Cache and will provide license plates, state property tags and insurance on the ATR Trailer and Cache. The FDACS license plate will continue to be used on the trailer.
3. The COOPERATOR will provide upkeep and storage of the ATR Trailer and Cache under shelter at a location approved by FDACS while in COOPERATOR's possession.
4. The COOPERATOR will report any damages or accidents to the ATR Trailer and Cache to FDACS immediately.
5. FDACS will provide general maintenance of the trailer.
6. The COOPERATOR shall make the ATR Trailer and Cache available for inspection upon request of a representative of FDACS.
7. The COOPERATOR will be prepared to mobilize and transport the ATR Trailer and Cache for emergency use within the county, as requested by FDACS through ESF 17. In addition, the COOPERATOR can mobilize and use the ATR Trailer and Cache for local/regional disasters and/or disaster preparedness activities, with the approval of FDACS, and

will be used only for activities stated herein.

8. The COOPERATOR will make a best effort to arrange for annual training for its responders using the ATR Trailer and Cache.
9. The COOPERATOR will release the ATR Trailer and Cache to FDACS for utilization as needed.
10. No equipment under this MOU should be transferred or disposed of without the approval of FDACS.
11. The ATR Trailer and Cache will be modified only as approved by a representative of FDACS.
12. The COOPERATOR will furnish any additional items needed, as the COOPERATOR deems necessary, to prepare the ATR Trailer and Cache for service.
13. The party in possession of the ATR Trailer and Cache shall be responsible for the cost to repair or replace any damaged or lost components of the ATR Trailer and Cache, including additional items needed for service, that may be sustained while in the party's possession. Each party shall verify the condition of the ATR Trailer and Cache and any additional items prior to taking possession.
14. Personal use of the ATR Trailer and Cache is prohibited, violates this MOU, and subjects violators to penalties and to immediate recall of the ATR Trailer and Cache.
15. To the extent permitted by Florida law, the COOPERATOR will indemnify and hold FDACS harmless from any and all claims, causes of action or damages whatsoever arising from or in connection with this MOU or COOPERATOR'S use of the ATR Trailer and Cache.
16. This agreement is effective upon its execution by the parties and may be modified only in writing with execution by both parties. This agreement shall automatically renew for consecutive one-year terms until such time as either party provide the other party with thirty (30) days written notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

COOPERATOR

**FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES**

Signature of Cooperator official

Signature of Agency official

Printed Name of Cooperator official

Printed Name of Agency official

Date

Date

Witness Signature

Witness Signature