

RESOLUTION NO. 2007- 24

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A MEMORANDUM OF AGREEMENT BETWEEN THE NAVAL AIR STATION JACKSONVILLE, FLORIDA AND ST. JOHNS COUNTY, FLORIDA, PROVIDING FOR THE DONATION AND COLLECTION OF WASTE VEGETABLE OIL FOR USE IN PRODUCING BIODIESEL AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.

WHEREAS, The Naval Air Station Jacksonville, Florida produces waste vegetable oil in the process of preparing food; and

WHEREAS, St. Johns County accepts and collects donated waste vegetable oil for use in the production of biodiesel fuel; and

WHEREAS, the Memorandum of Agreement (“Agreement”) (attached and incorporated as Exhibit “A”) between the Naval Air Station Jacksonville, Florida and St. Johns County, Florida, establishes the rights, duties and responsibilities of both Naval Air Station Jacksonville, Florida and the County with respect to the donation and collection of waste vegetable oil; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Memorandum of Agreement between the Naval Air Station Jacksonville, Florida and St. Johns County, Florida, associated with the donation and collection of waste vegetable oil and authorizes the County Administrator to execute the Agreement on behalf of the County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6th day of Feb., 2007.

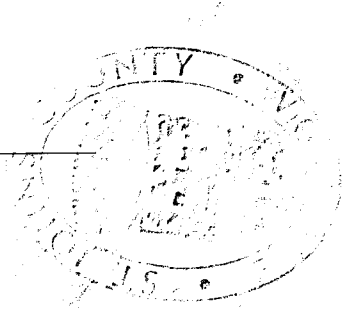
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

Attest: **Cheryl Strickland, Clerk**

By: Sam Hatterman
Deputy Clerk

By:

Ben Rich
Ben Rich, Chair



RENDITION DATE 2/8/07

MEMORANDUM OF AGREEMENT

Between

NAVAL AIR STATION
JACKSONVILLE, FLORIDA

And

ST. JOHNS COUNTY

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to allow St Johns County to remove used vegetable oil from named locations on NAS Jacksonville and to supply B100 biofuel for named NAS Jacksonville vehicles.

II. SCOPE OF AGREEMENT

a. This MOA defines the relationship between the Commanding Officer, Naval Air Station, Jacksonville, Florida, representing the U.S. Navy, hereinafter referred to as the "Commanding Officer" and the Fleet Manager, Biofuels Division, St Johns County hereinafter referred to as the "Fleet Manager" for specific services, becomes effective upon signature by both parties and is effective until terminated in writing by mutual agreement of the parties or by either party unilaterally upon giving 60 days written notice of intent to terminate.

b. This MOA is not to be construed in any way as giving rise to a contractual obligation of Navy funds, which would be contrary to federal law. This MOA is not a binding contract and must not be interpreted as such. Termination by either party shall not be the basis for any claims by the Fleet Manager, Biofuels Division, St. Johns County against the U.S. Government.

III. ADMINISTRATION

This agreement shall be administered for the Commanding Officer by the Director of the Environmental Department. The Director is designated by the Commanding Officer, as his technical representative for the purpose of inspection and acceptance of services. Actions by the Commanding Officer affecting this agreement will be coordinated with the Fleet Manager, Biofuels Division, St

Johns County prior to taking such actions, except in the case of a declared emergency.

IV. DEFINITIONS

a. B100 is a biofuel made from used vegetable oil that can be used without further processing as fuel in diesel powered equipment (when mixed properly).

b. Used vegetable oil is used oil from fat fryers and other food preparation equipment on NAS Jacksonville that is no longer usable for food preparation and is stored in 208 gallon covered containers provided by St Johns County at no cost to NAS Jacksonville.

V. RESPONSIBILITIES OF THE PARTIES

a. The Fleet Manager will:

1. Provide new or substantially new 208 gallon containers at the Galley (Building 855), Mulligans (Building 809), Zone (Building 798), Bowling Alley (Building 609) and Officers Club (Building 10).

2. Pick up used vegetable oil periodically (but will respond within two days when called or e-mailed).

3. Provide 6 gallons of B100 biofuel for every 2 containers of used vegetable oil collected. The biofuel will be delivered to the NAS Jacksonville Auto Hobby Shop (Building 622) in new or substantially new 6-gallon containers.

4. Be responsible for any spills of used vegetable oil and biofuel in transit from or to NAS Jacksonville or any spills from container leakage (including but not limited to any costs for clean up and fines).

5. Immediately notify NAS Jacksonville if spills or spill stains are observed at NAS Jacksonville collection points.

6. Abide by NAS Jacksonville rules and regulations and furnish information requested to gain entry via MACS system.

7. Complete enclosure (1) during each collection cycle and provide to NAS Jacksonville quarterly.

8. Provide proof of liability insurance in amount of \$500,000 per person, 1,000,000 per occurrence for injury or death and \$100,000 property damage per occurrence.

b. The Commanding Officer will:

1. Provide entrance via MAC system and complete enclosure (2).

2. Cancel existing used vegetable oil pickup services from the above locations.

3. Notify St. Johns County capacity for two-day pick-up if the containers are close to being full.

4. Transfer St. Johns County provided B100 biofuel to specified NAS Jacksonville diesel equipment.

5. Provide empty B100 biofuel containers to St Johns County during the next pickup.

6. Provide secondary containment for the 208 gallon containers.

VI. MODIFICATION

a. This MOA may be amended only by mutual consent of both parties, in writing, unless either party is required to change the MOA by statutes, executive order, directive or other government requirement.

b. Changes in environmental regulations and/or policy that are inconsistent with the provisions of this MOA may be cause for review, renegotiation or cancellation.

c. This MOA will not be assigned without prior written agreement.

VII. SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have executed this Memorandum of Agreement as of the day, month and year written below.

By: _____
Commanding Officer

By: _____



ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners

Office of Fleet Management
Gary Emerson, Fleet Manager

2740 Industry Center Rd.
Saint Augustine, FL
32084

PHONE (904) 209-0283
FAX (904) 209-0284

Waste Cooking Oil Pickup Authorization

_____ hereby authorizes St. Johns County Fuels Division to provide a waste container and come onto our property to pick up our waste cooling oil from that container to be used for conversion into Biodiesel fuel.

This authorization may be terminated at any time.

Signature of authorized representative: _____

Date: _____

Enclosure (2)