

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: WeatherSTEM Stations Memorandum of Agreement (MOA) - State of Florida Division of Emergency Management and Sumter County Board of County Commissioners (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting

DATE OF MEETING: 1/24/2023

CONTRACT: N/A

Vendor/Entity: Florida Division of
Emergency Management

Effective Date: 01/24/2023

Termination Date: 01/24/ 2033

Managing Division / Dept: Emergency Management

BUDGET IMPACT: None

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The Florida Division of Emergency Management (FDEM) received funds to purchase and install WeatherSTEM weather stations in counties to provide real-time weather information where there were gaps in coverage. Sumter County emergency crews struggled to obtain local weather information after Hurricane Ian passed in September 2022, because there is no reliable weather station in the County. Sumter County BOCC desires to participate in FDEM's Mesonet WeatherSTEM Project, which will benefit the State and County emergency responders.

The MOA's terms are for ten years. FDEM will directly fund the purchase, installation, and maintenance of two WeatherSTEM weather stations for three years. Sumter County will maintain the weather stations for the following seven years using state and/or federal emergency management grant funds.

Prepared by: David Casto

ProWritingAid Check

APPROVED

January 24, 2023

**MEMORANDUM OF AGREEMENT FOR USE OF WEATHERSTEM STATIONS
BETWEEN
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

This Memorandum of Agreement (“MOA”) is entered into by and between the **Florida Division of Emergency Management (“FDEM”)** and **Sumter County Board of County Commissioners (“Recipient”)**.

WHEREAS, the Florida Legislature appropriated \$970,400 to the Executive Office of the Governor, Division of Emergency Management, to fund the Florida Severe Weather Mesonet – WeatherSTEM;

WHEREAS, the purpose of this appropriation was to provide FDEM with hyper-local, real-time weather data in strategic locations to provide critical information to assist in the deployment of resources to impacted areas during times of severe weather;

WHEREAS, FDEM has contracted with WeatherSTEM for the purchase and installation of weather monitoring systems (“Weather Station”) in designated locations throughout the state, including maintenance for three years;

WHEREAS, FDEM has coordinated with the counties where the Weather Stations would be installed;

WHEREAS, ownership of the Weather Stations will be transferred to the Recipient upon installation;

WHEREAS, to ensure that this mesonet continues to benefit the state, the Recipient will agree to maintain each Weather Station it receives for at least an additional seven (7) years following the end of the WeatherSTEM maintenance agreement;

WHEREAS, WeatherSTEM maintenance costs are eligible for recovery under the Emergency Management Preparedness and Assistance (EMPA) Grant and may also be eligible under the Emergency Management Performance Grant (EMPG) Program;

NOW THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties agree to the following terms:

1. Recipient agrees to take ownership of the Weather Station(s) within its geographical control from FDEM immediately upon installation of the Weather Station.
2. FDEM agrees to prepay for the maintenance of the Weather Stations for three (3) years following its installation by WeatherSTEM.

3. Recipient expressly agrees to be fully responsible for the maintenance, repair, software updates, and any other costs of the Weather Station(s) for the duration of their estimated lives following the expiration of the prepaid three (3) year maintenance agreement with WeatherSTEM. A Weather Station's expected equipment life is estimated to be ten (10) years. WeatherSTEM provided Recipient with the estimated annual cost for maintaining a Weather Station. At its option, Recipient may separately contract with WeatherSTEM to maintain the Weather Station for the duration of the MOA.
4. Recipient agrees to use the Weather Station(s) for their intended purpose and provide data to WeatherSTEM and its users as required by WeatherSTEM and FDEM.
5. Proof of installation of the Weather Station(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.
6. All notices provided under or pursuant to this MOA shall be in writing, and sent via certified mail return receipt requested, along with a courtesy copy via electronic mail, to the representatives and addresses identified below:

For FDEM:

Amy Godsey, Chief State Meteorologist
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
850-519-8483
Amy.Godsey@em.myflorida.com

For Recipient

Bradley Arnold, County Administrator
Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL. 34785
(352) 689-4400
Bradley.arnold@sumtercountyfl.gov

7. Term

- a. The Term of this MOA is ten years from the date of installation of the Weather Station.
- b. If the Weather Station ceases operation prior to the end of its estimated ten-year life, or if the Weather Station is destroyed by an accident not otherwise covered by insurance, the Recipient is not obligated to replace the Weather Station and the MOA would be void unless the parties agree otherwise. If WeatherSTEM, after consulting with the Recipient, replaces the damaged Weather Station, the Recipient is responsible for the

maintenance of the new unit through the remainder of the original Term of this MOA.

- c. Provisions surviving the Term of this MOA: (1) the Recipient shall allow WeatherSTEM to continue collecting weather data from the Weather Station until the Weather Station ceases to function; (2) WeatherSTEM and the Recipient may mutually agree who is responsible for maintaining the Weather Station following the end of the Term of this MOA.

8. Miscellaneous

- a. This MOA shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
- b. The Parties agree that nothing in this MOA serves to create an employer-employee relationship between FDEM and Recipient.
- c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
- d. Except for the attachment of proof of installation of the Weather Station(s), any modification of this MOA or additional obligation assumed by either Party with regard to this MOA shall be binding only if evidenced in writing signed by an authorized representative of each Party.
- e. 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.
- f. This MOA shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
- g. 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.
- h. This MOA, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.
- i. This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same MOA.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

SUMTER COUNTY BOARD OF COMMISSIONERS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: Craig A. Estep
Craig A. Estep, Chairman

By: Digitally signed
Kevin Guthrie, Director
Ilan Guidicelli
Date: 2023.01.30
09:24:53 -05'00'

1/24/23
Date

Date

Addendum

Proof of installation of the Weather Station(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Serial Number	Address
001P0A718AF4	FSUN Sumter Public Safety Center 7361 Powell Road Wildwood, Florida
001P0A718B03	FSUN Sumter Health department 415 E Noble Avenue Bushnell, Florida 33513