



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM

TO:

FROM: Amy Godsey, Chief State Meteorologist

DATE: March 10, 2023

SUBJECT: WeatherSTEM Phase 1 Extension of State-Funded Maintenance Costs

To Whom it May Concern:

During the 2022 Florida Legislative Session, Specific Appropriations Project #1166 under House Bill 3385 appropriated \$971,400.00 in nonrecurring funds from the General Revenue Fund for the "Florida Severe Weather Mesonet" to the Florida Division of Emergency Management. Part of this appropriation will be used to provide three (3) years of maintenance costs for the forty-eight (48) stations installed during the FY19-20 Mesonet Project completed by the Division in cooperation with WeatherSTEM, Inc. The initial installation included the WeatherSTEM real-time weather monitoring equipment and three years of maintenance costs.

According to our records, (insert number of stations) WeatherSTEM stations were installed in Indian River County as part of the Florida Severe Weather Mesonet Project during fiscal year 2019-2020. Details for the station(s) are as follows:

Name of Station	Physical Address	Serial Number	Install Date
FSWN Fire Rescue Station 5	6580 Old Dixie Hwy, Vero Beach, FL 32967	2-10048	01/23/2020

The purpose of this memorandum is to notify Indian River County that the State of Florida Division of Emergency Management will fund all maintenance costs associated with the aforementioned station(s) for three (3) additional years, expiring on June 30, 2026. Starting July 1, 2026, Indian River County will be responsible for all remaining maintenance costs for the remainder of the ten (10) year term, or end of life for the station, whichever is sooner, as stated and agreed to in the original MOU, signed by (insert POC from original MOU).

WeatherSTEM's three year maintenance agreement includes, but is not limited to, yearly visits to the equipment for routine maintenance and troubleshooting, parts replacement for hardware and unit's associated infrastructure, cellular connectivity costs accrued from

the wireless provider of the system, and software costs associated with web, mobile, and social media interfaces.

Attached to this memorandum is the initial executed agreement between the Florida Division of Emergency Management and Indian River County for reference. Any questions related to this project and funding agreement may be sent to:

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Godsey", written over a horizontal line.

Amy Godsey

Chief Meteorologist

Florida Division of Emergency Management

Amy.Godsey@em.myflorida.com

850-519-8483

**MEMORANDUM OF AGREEMENT FOR USE OF WEATHERSTEM STATIONS
BETWEEN
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
INDIAN RIVER COUNTY**

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management ("FDEM")** and **Indian River County ("Recipient")**.

WHEREAS, the Florida Legislature appropriated \$970,000 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 fifty (50) 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;

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. .
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 three (3) year maintenance agreement with WeatherSTEM. A Weather Station's expected equipment life is estimated to be ten (10) years.

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: (name), (title) Amy Godsey, Chief State Meteorologist
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
(phone) 850-519-8483
(email) Amy.Godsey@em.myflorida.com

For Recipient Tad Stone, Director
Indian River County Emergency Services
4225 43rd Avenue
Vero Beach, FL 32967
(772) 226-3869
tstone@ircgov.com

7. 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. Any modification of this MOA, except the attachment of proof of installation of the Weather Station(s), 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.
- d. This MOA shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
- e. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
- f. 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.

- g. 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.
- h. This Agreement, 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 Agreement

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

COUNTY

FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

By: _____

By: _____

Jared Moskowitz, Director

Bob Solari
Bob Solari, Chairman



November 5, 2019
Date

11/14/2019
Date

APPROVED

[Signature]
County Administrator

Attest: Jeffrey R. Smith, Clerk of
Court and Comptroller

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature]
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

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
	Fire Rescue Station 5 6580 Old Dixie Hwy Vero Beach, FL 32967

Station Serial MAC 001D047119E5

WCU Serial 2-10048