

**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)  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399  
(phone)  
(email)

For Recipient Tad Stone, Director  
Indian River County Emergency Services  
4225 43<sup>rd</sup> Avenue  
Vero Beach, FL 32967  
(772) 226-3869  
[tstone@ircgov.com](mailto: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, Chairman

\_\_\_\_\_  
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
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