

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

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management** ("FDEM") and **Broward County** ("Recipient") (each a "Party" and collectively referred to as the "Parties").

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 ("Mesonet");

WHEREAS, according to FDEM, 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, Inc., for the purchase and installation of fifty (50) weather monitoring systems ("Weather Stations") in designated locations throughout the state, including maintenance, repair, and software updates for three years after installation and acceptance of each Weather Station ("FDEM-WeatherSTEM Agreement");

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

WHEREAS, ownership of the Weather Stations installed within Broward County and accepted by Recipient 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 installed within Broward County and accepted by Recipient for at least an additional seven (7) years following the end of the FDEM-WeatherSTEM Agreement;

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

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. Recipient agrees to take ownership of the Weather Station(s) within its geographical boundary and control from FDEM immediately upon installation and acceptance of each Weather Station.

2. FDEM agrees to prepay for the maintenance, including repairs and software updates, of the Weather Stations for three (3) years commencing from the date Recipient takes ownership of each Weather Station.
3. Recipient expressly agrees to be fully responsible for the maintenance, repair, software updates, and any other maintenance or repair related costs of the Weather Station(s) for the duration of the expected useful equipment life following the expiration of the FDEM-prepaid three (3) year maintenance agreement included with the FDEM-WeatherSTEM Agreement. 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, which is estimated to be \$1,800.00 (One Thousand Eight Hundred Dollars per year, per Weather Station). At its option, Recipient may separately contract with WeatherSTEM to maintain the Weather Station for the remaining duration of the MOA. WeatherSTEM maintenance costs are eligible for recovery under the EMPA Grant and may also be eligible for recovery under the EMPG Program.
4. Recipient agrees to use the Weather Station(s) for their intended purpose to assist in the provision of real-time weather data and provide data to WeatherSTEM and its users as required by FDEM.
5. Proof of installation and acceptance 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. Broward County's Contract Administrator, identified below in Section 6, is authorized to accept each installation of the Weather Station on behalf of the Recipient.
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 and shall be effective upon mailing or hand delivery (provided the courtesy copy via email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such changes in accordance with the provisions in this section:

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 Kevin Wu, Airport Manager Emergency Management
Broward County Aviation Department

320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315
(954) 359-1264
KWu@broward.org

7. Term

- a. The Term of this MOA is ten (10) years from the date of installation of the Weather Station. If there will be more than one Weather Station installed, then the Term shall be measured from the date of the last installation.
- b. If a Weather Station ceases operation prior to the end of its estimated ten-year equipment life, or if a 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 terminate as to that Weather Station unless the Parties agree otherwise in writing. If WeatherSTEM, after consulting with and approval from the Recipient, replaces the damaged Weather Station, the Recipient is responsible for the maintenance of the new Weather Station through the remainder of the initial Term of this MOA.
- c. 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. FDEM shall require WeatherSTEM to add Recipient as an additional insured under any required liability and property insurance coverages in the FDEM-WeatherSTEM Agreement.
- c. The Parties agree that nothing in this MOA serves to create an employer-employee relationship between FDEM and Recipient.
- d. This MOA creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other Party.
- e. Except for the attachment of proof of installation and acceptance of the Weather Station(s), no modification, amendment, or alteration in the terms or conditions contained in this MOA shall be effective unless contained in a written document prepared with the same or similar formality as this MOA and executed by duly authorized representatives of FDEM and Recipient.
- 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.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this MOA: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and Florida Division of Emergency Management, signing by and through its _____ duly authorized to execute same.

Recipient

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By Sara Cohen
Digitally signed by Sara Cohen
Date: 2021.05.11 15:14:12
+0400

Sara Cohen (Date)
Assistant County Attorney

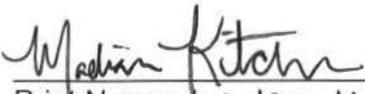
By 
Digitally signed by René D. Harrod
Reason: Approved as to Form
Date: 2021.05.11 15:21:19 -04'00'

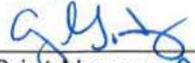
René D. Harrod (Date)
Deputy County Attorney

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BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
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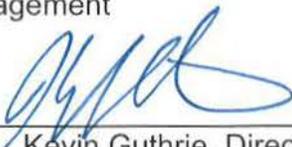
FDEM

WITNESSES:


Print Name: Madison Kitchen


Print Name: Amy Godsey

Florida Division of Emergency
Management

By 
Kevin Guthrie, Director

12~~th~~ day of MAY, 2021.

APPROVED AS TO LEGAL FORM:

By 
FDEM Attorney

Addendum

Proof of installation and acceptance 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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