

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

This Memorandum of Agreement (“MOA”) is entered into by and between the **Florida Division of Emergency Management (“FDEM”)** and **Levy 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;

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. WeatherSTEM maintenance costs are eligible for recovery under the EMPA Grant and may also be eligible under the EMPG Grant.
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 John MacDonald, Emergency Management Director  
 Levy County  
 7911 NE 90<sup>th</sup> Street, Bronson, FL 32621  
 352-486-5213  
 johnmacdonald@levydisaster.com

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.

COUNTY

FLORIDA DIVISION OF EMERGENCY  
MANAGEMENT

By: \_\_\_\_\_  
Matt Brooks, Levy County BOCC Chair

By: \_\_\_\_\_  
Jared Moskowitz, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

Anne Bast Brown  
Anne Bast Brown, 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
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December 11, 2019

**RE: State Appropriation Annual Fees**

The WeatherSTEM Extreme Systems that are being covered by a state appropriation provide 3 years of support at no costs to the counties where they're implemented.

After the third year, we have determined that we will need to receive \$1,800 per year per station to adequately support and maintain the WeatherSTEM Extreme Systems.

This \$1,800 a year would go toward the following:

- At least once per year visits to the equipment to do routine maintenance and troubleshooting
- Parts replacement for hardware and system's associated infrastructure
- Cellular connectivity costs accrued from the wireless provider the system is connected to the Internet with
- Costs associated with providing the web, mobile, and social media interface the public interacts with that is associated with the station

We can assert now that the MAXIMUM costs that would be encountered would be \$1,800 per year per station.

It is WeatherSTEM's sincere objective to find ways to bring those costs down via one or more of the following opportunities:

- Pursue of state appropriated funding scoped toward the ongoing maintenance and support of the WeatherSTEM Extreme systems
- Partnership with entities in the private sector that could underwrite the ongoing maintenance and support costs in exchange for some promotion that would have to be approved by the county
- Grant funding opportunities in the agricultural, education, or public safety industries that could be scoped to the ongoing maintenance and support of the WeatherSTEM Extreme Systems
- Assistance from the county or state to provide cellular modems/SIM cards that would significantly reduce the costs WeatherSTEM encountered in supporting these systems

In the best case scenario, we'd find a way to provide perpetual support for these systems with no out of pocket cost encountered by the county where they're deployed.

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3019 N. Shannon Lakes Drive, Suite 203  
Tallahassee, FL 32309

877-932-3382 (Toll Free)  
850-553-9252 (Fax)  
[www.weatherstem.com](http://www.weatherstem.com)



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While we can't guarantee we'll be able to do that we can at least assert what the maximum costs encountered would be.

Please let me know any more questions you have or if there is anything further we can articulate relative to this that can be helpful in promoting this platform to your stakeholders and partners.

We are grateful for our partnership and collaboration with all of Florida's 67 counties.

Sincerely,

A handwritten signature in dark ink that reads "Edward B. Mansouri".

Edward Mansouri  
CEO-WeatherSTEM

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# WeatherSTEM

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## Florida Severe Weather Mesonet

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### 1.1 Overview

FDEM in partnership with WeatherSTEM will be deploying fifty weather monitoring systems across the State of Florida.

The system will include:

- Davis Instruments Vantage Pro 2 Plus Wireless Weather Station with fan-aspirated radiation shield
- Three year subscription to the WeatherSTEM service package which includes platform access, data storage, and maintenance (includes part replacement).
- 1 High resolution cloud camera
- System Installation and Configuration
- Professional Development Training

The systems will be solar-powered, upload data via a cellular connection, and are rated for 185 mph winds.



## 1.2 Data

The Weather Station will record the following measurements:

- 10 Minute Wind Gust
- Anemometer
- Barometer
- Barometer Tendency
- Dew point
- Heat Index
- Hygrometer
- Rain Gauge
- Rain Rate
- Solar Radiation
- Thermometer
- UV Radiation
- Wet Bulb Globe Temperature
- Wind Chill
- Wind Direction

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## 1.3 Hardware

WeatherSTEM will provide:

- Davis Instruments Pro 2 Plus Station with fan aspirated radiation shield (Custom Painted)
- Vivotek High Resolution Outdoor Camera
- All hardware needed to complete the installation

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## 1.4 Software

WeatherSTEM will provide full access to a custom build Platform which will include:

- Camera View
- Sky Video
- Radar & Satellite
- Zapmap (shows lightning strikes in real time)
- Practical Lightning Assistant (Lightning Notification System)
- Custom Notifications
- 10day, hourly, and lifestyle forecasts

- Historical Data (Never Deleted)
- Social Media Platform (Facebook and Twitter)
- Real Time data from the weather station
- Custom Notification System
- Webpage
- Presence on Mobile App

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## 1.5 Professional Development

WeatherSTEM will provide per site:

- Professional development webinar
- On demand customer support for questions and employee onboarding

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## 1.6 Maintenance

WeatherSTEM will provide maintenance on the systems per our General Service Agreement.

- Parts replacement for any failure
- Phone/Email support for minor issues (power cycles, updates, battery swaps)
- Site visits for any major issues (by a member of our team or a third party contractor)

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## 1.7 Site Requirements

- Access to the site for installation and maintenance of the system
  - Contact information for obtaining access and minimal assistance with small tasks such as clearing debris from the rain bucket.
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## Florida Severe Weather Network Data Post Site Selection Guide

Welcome to the Florida Severe Weather Network team! We're glad you've chosen to participate in this statewide initiative to assist and insure the safety of all Florida citizens. Below is a guideline established to help take the guesswork out of choosing the proper location for the FSWN data post.

The FSWN data system is designed to be an accurate, stable and resilient source of data collection. The system measures, records and posts hyperlocal weather data in real time. The FSWN post also contains two sky cameras that record an image every minute, as well as a livestream option. The FSWN system is solar powered and cellular connected through Verizon broadband cellular services so there is no cabling to be considered when choosing the site location.

There are multiple ways to deploy the FSWN Data Post. Primarily, the "ground mount style" is the preferred method. (See below)

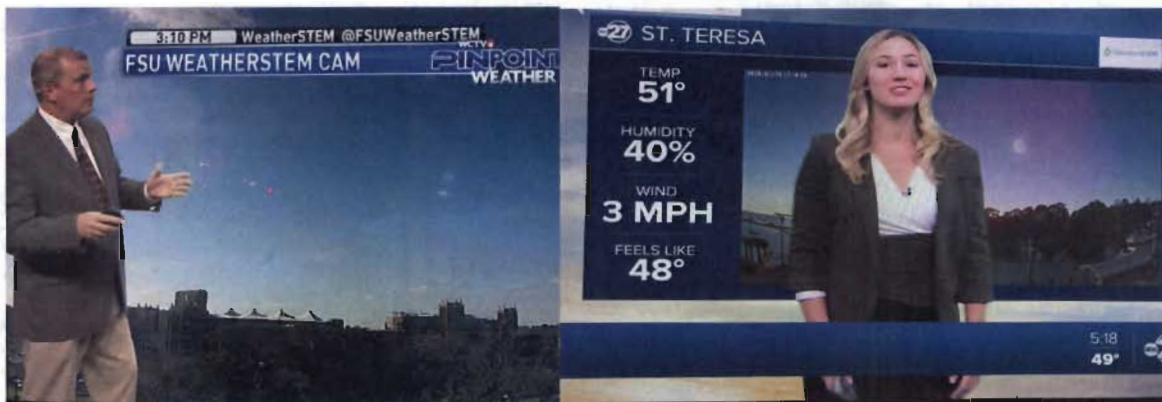


This requires an open clearing far from trees, buildings and other objects that can impede the data measurements. The system is placed on heavy duty aluminum poles and secured in the ground by 240lbs of concrete. This design and implementation of the FSWN system within similar parameters to each other, will be advantageous in post storm data reporting for consistency. This is one of the many reasons for this style of application. Unfortunately an open clearing is not always practical or ideal. To address this issue we carry a small variety of wall mount bracketing systems to accommodate the site needs. (See below)



## DO NOT FORGET THE CAMERA VIEWS!!

Typically, the camera view can be a vital aspect of community engagement. Having a view of the inclement weather while capturing a popular local landmark or tourist attraction can greatly increase citizen awareness.



Other aspects of the installation include Verizon cellular reception, accessibility for service as well as security of the system among other things. We are happy to schedule a virtual walkthrough of the site via Facetime or Skype to assist with any additional questions or concerns. Please contact us via email at [techs@weatherstem.com](mailto:techs@weatherstem.com).

Once the system is installed and the site is launched, a webinar will be scheduled for training of operation, maintenance and alert setup.