

15. Consideration of submitting an application to Florida Division of Emergency Management (FDEM) for Phase Five of the Florida Severe Weather Mesonet Project, operated by WeatherSTEM, Inc., for three (3) weather monitoring stations, installation costs, and a three-year equipment maintenance contract for data storage and software development; and consideration of executing a Memorandum of Agreement with FDEM for use of WeatherStem stations.



LEGISLATIVE MEMORANDUM

TO:	Honorable Mayor and Members of the City Council
FROM:	Suzanne Sherman, City Manager
THRU:	Richard E. Stover, Fire Chief
DATE:	April 18, 2024
RE:	Consideration of submitting an application to Florida Division of Emergency Management (FDEM) for Phase Five of the Florida Severe Weather Mesonet Project, operated by WeatherSTEM, Inc., for three (3) weather monitoring stations, installation costs, and a three-year equipment maintenance contract for data storage and software development; and consideration of executing a Memorandum of Agreement with FDEM for use of WeatherStem stations.

SUMMARY:

The Florida Division of Emergency Management (FDEM) will be accepting applications for Phase Five (5) of the Florida Severe Weather Mesonet Project, operated by WeatherSTEM Inc. The purpose of this project is the expansion and sustainment of a statewide mesonet. This funding will provide for the purchase of forty (40) weather monitoring stations, installation costs, and a three-year equipment maintenance contract for data storage and software development, effective on the date of installation of each station. The stations will collect atmospheric data and camera images every minute and upload the vital information to an emergency management dashboard/platform via cellular communications, allowing them to report during severe weather events. The Division's Mesonet Project will prioritize areas that have not previously received stations from earlier phases. Palm Bay Fire Rescue is requesting permission to submit application to FDEM for three (3) of the weather monitoring stations, which includes installation costs, and three-year maintenance contract for data storage and software development for the following locations:

1. Palm Bay Police Department Training, 1951 Malabar Rd NW, Palm Bay, FL - The location of the weather station will allow for monitoring of weather coming East of the St Johns River and will give real time data for weather moving into populated areas such as Melbourne, Palm Bay and surrounding areas; or Fred Poppe Regional Park, 1951 Malabar Rd NW, Palm Bay, FL - The location of the weather station will allow for monitoring of weather coming East of the St Johns River and will give real time data for weather moving into populated areas such as Melbourne, Palm Bay and surrounding areas. This is a secondary location as an alternative for Location #1;

2. SE Palm Bay, Babcock St and St Johns Heritage Pkwy, Palm Bay, FL - This location is seeing rapid growth and population increases. This weather station will serve the Southern Brevard County area. Exact location to be determined depending on mounting hardware; and

3. Castaways Point Park, 2990 Bay Blvd NE, Palm Bay, FL - This weather station will monitor weather conditions in NE Palm Bay and the Indian River. This location will provide data from Sea-Breeze type weather as it comes into the mainland.

The three weather monitoring stations will have a significant public benefit by providing real time weather information to help protect the safety of the citizens of Palm Bay. Additional information regarding the features and key benefits of the weather stations is attached hereto.

REQUESTING DEPARTMENTS:

Fire

FISCAL IMPACT:

For years one through three, the city has no fiscal impact. Under the proposed agreement, FDEM will install and maintain the Weather Stations for three (3) years. FDEM agrees to prepay for the annual maintenance cost, which includes maintenance, repair, software updates, and any other costs associated with the upkeep of the Weather Stations.

The City of Palm Bay is responsible for Years 4 through 10's annual maintenance cost of \$1900, which covers all maintenance, repair, and software updates. FDEM's approved third-party vendor will support all weather stations during this period. Before the agreement expires, the city will discuss future options to maintain the Weather Stations' capabilities with FDEM.

STAFF RECOMMENDATION:

Motion to submit application for three (3) weather monitoring stations, installation costs, and a three-year equipment maintenance contract for data storage and software development to Florida Division of Emergency Management (FDEM) for Phase Five of the Florida Severe Weather Mesonet Project, operated by WeatherSTEM, Inc., and, to sign the Memorandum of Agreement between FDEM and the City of Palm Bay for use of WeatherStem stations.

ATTACHMENTS:

1. Information Flier
2. Memorandum of Agreement
3. Application

Florida Severe Weather Mesonet



FDEM in partnership with WeatherSTEM will be deploying 50 weather monitoring systems across the state of Florida.

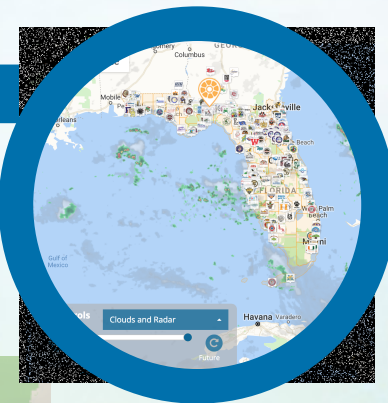
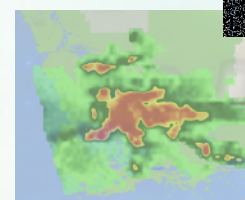
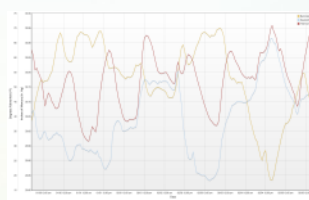
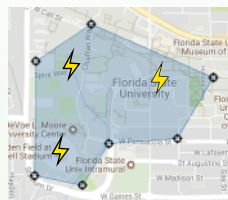
Below are the features and key benefits provided by these stations for your community.

Real-Time Weather Information

Davis Instruments Vantage Pro 2 with fan-aspirated radiation shield
High Resolution Cloud Camera
Solar Powered
Uploads data via cellular connection
Rated for 185mph winds

Custom Designed Platform

Past, Real-time Current, and Forecasted conditions
Every data point collected is permanently archived
Personalized lightning tracking :
Custom notifications for your team
Wet Bulb Globe Temperature
Satellite and radar
Easily toggle between locations



Accessible anywhere



Automated, customizable updates to **Facebook and Twitter**



Web-based access for desktop as well as mobile apps for iOS and Android

Zero cost for hardware, software access, and three years of maintenance including parts replacement

For more information on becoming a host site for the Florida Severe Weather Mesonet please contact Amy Godsey.

For more information on the the systems please contact WeatherSTEM at info@weatherstem.com

**MEMORANDUM OF AGREEMENT FOR USE OF WEATHERSTEM STATIONS
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND THE CITY OF PALM BAY**

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management** ("FDEM") and the City of Palm Bay ("Recipient").

WHEREAS, the Florida Legislature appropriated \$1,476,000.00 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:

Caitlyn Gillespie, Deputy State Meteorologist
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
(850) 688-2119
Caitlyn.Gillespie@em.myflorida.com

For Recipient

Brandon McKee, District Chief
Palm Bay Fire Rescue
899 Carlyle Ave SE
Palm Bay, FL 32909
(321) 468-5568
brandon.mckee@palmbayflorida.org

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.

AGENCY

FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

By:_____

By:_____

Ian Guidicelli, Bureau Chief
of Response

Printed Name and Title

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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Florida Severe Weather Mesonet Application - Phase 5 (2023-2024)

General Information

The Florida Division of Emergency Management (FDEM) will be accepting applications for Phase Five (5) of the Florida Severe Weather Mesonet Project, operated by WeatherSTEM Inc. The purpose of this project is the expansion and sustainment of a statewide mesonet. This funding will provide for the purchase of forty (40) weather monitoring stations, installation costs, and a three-year equipment maintenance contract for data storage and software development, effective on the date of installation of each station. The stations will collect atmospheric data and camera images every minute and upload the vital information to an emergency management dashboard/platform via cellular communications, allowing them to report during severe weather events. The Division's Mesonet Project will prioritize areas that have not previously received stations from earlier phases.

Application Process

To apply for the Florida Severe Weather Mesonet Project, please complete the application below to include specific information for each requested weather monitoring station. Please include a brief summary of the method to pay for unit maintenance years four (4) through ten (10) of the project, or until the end of the unit lifespan, as written in the Memorandum of Agreement. Additionally, a justification for the proposed installation location and the benefit it would serve the mesonet must be provided for each station.

Once completed, email the signed Memorandum of Agreement and Application to the Contract Manager, Caitlyn Gillespie at Caitlyn.Gillespie@em.myflorida.com.

Applicant Information

Primary Contact:	Brandon McKee, District Chief
Secondary Contact:	Richard E. Stover, Fire Chief
Organization Type:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div> <input type="checkbox"/> County <input checked="" type="checkbox"/> City <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Other </div> <div style="border: 1px solid black; width: 150px; height: 20px;"></div> </div>
Address:	899 Carlyle Ave SE Palm Bay, FL 32909
Phone Number:	(321) 468-5568
Email:	Brandon.McKee@PalmBayFlorida.org
Total Number of Units Requested:	3
Method for Future Funding (Years 4-10 of Project)	Funding will be allocated from the general fund, and budgeted appropriately for years 4-7.

Specific Station Request Information

This portion of the application is to detail each requested unit including: location (address and city) and a justification for each respective installation location. The justification should speak to the benefit for the Florida Severe Weather Mesonet of strategically placing a weather monitoring station at the location. Each unit is given a unique number for tracking purposes, starting at 1 and ascending.

Unit Number	Facility/Location Name	Street Address	City
1	Palm Bay PD Training	620 Hurley Blvd SW	Palm Bay
	Benefit to Public Safety		
	The location of the weather station will allow for monitoring of weather coming East of the St Johns River and will give real time data for weather moving into populated areas such as Melbourne, Palm Bay and surrounding areas.		
2	Fred Poppe Regional Park	1951 Malabar Rd NW	Palm Bay
	Benefit to Public Safety		
	The location of the weather station will allow for monitoring of weather coming East of the St Johns River and will give real time data for weather moving into populated areas such as Melbourne, Palm Bay and surrounding areas. This is a secondary location as an alternative to Location #1.		

3	SE Palm Bay	Babcock St and St. Johns Heritage Pkwy.	Palm Bay
	Benefit to Public Safety		
	This location is seeing rapid growth and population increases. This weather station will serve the Southern Brevard County area. Exact location to be determined depending on mounting hardware.		
Unit Number	Facility/Location Name	Street Address	City
4	Castaways Point Park	2990 Bay Blvd NE	Palm Bay
	Benefit to Public Safety		
	This weather station will monitor weather conditions in NE Palm Bay and the Indian River. This location will provide data from Sea-Breeze type weather as it comes into the mainland.		
Unit Number	Facility/Location Name	Street Address	City
5			
	Benefit to Public Safety		
FDEM USE ONLY			
Application Reviewed:		Application Review Date:	
Approved Number of Units:			
Approved Unit Locations:			
MOA Execution Date:			