

MEMORANDUM

Agenda Item No. 9(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a Memorandum of Agreement (“MOA”) between Miami-Dade County, through its Department of Emergency Management, and the Florida Division of Emergency Management, for eight WeatherSTEM stations, for 10-year term, in a total amount that shall not exceed \$127,680.00, subject to legally available funding; and authorizing the County Mayor to execute amendments to the MOA and other necessary agreements related to maintenance of the WeatherSTEM stations as well as exercise the provisions contained in the MOA and other necessary agreements, provided that such amendments do not alter the purpose of the MOA

The accompanying resolution was prepared by the Department of Emergency Management and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/gh


MDC001

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Miami-Dade Department of Emergency Management (DEM) to the installation of eight (8) WeatherSTEM stations throughout the County

Executive Summary

This item seeks approval of a Memorandum of Agreement (MOA) with the Florida Division of Emergency Management (FDEM) that establishes the terms and conditions for the installation and maintenance of WeatherSTEM stations (Weather Stations). The FDEM utilized funds appropriated by the Florida Legislature, to establish a hyper-local, real-time weather station network that can be utilized by local communities, emergency management departments, and the National Weather Service, to provide critical information to assist in the deployment of resources to impacted areas during times of severe weather. These hyper-local systems contain all the necessary weather instruments, have live cloud cams, are solar-powered, and have cellular connections. Several jurisdictions and agencies across the state have already installed hundreds of these units. Currently, there are 11 Weather Stations installed across Miami-Dade County by Miami-Dade College (5), University of Miami (4), Rockway Middle School (1), and Sunny Isles Beach (1). Due to increased threats of heat emergencies, severe weather events like flooding that occurred this past April in Broward County, and the destructive effects of Hurricanes Ian and Idalia, the Department of Emergency Management (DEM) determined the installation of eight (8) additional Weather Stations throughout Miami-Dade County would be beneficial for the community. In consultation with the National Weather Service Miami and Miami-Dade County Heat Officer, DEM determined that installation of the units in and or around the following general areas is most appropriate: Miami International Airport (MIA), Zoo Miami, Hard Rock Stadium, Haulover Beach, the Integrated Command and Communications Center (ICC) at Lightspeed, Homestead Area (TBD), and two (2) MDC Libraries in Urban Heat Island Areas (TBD). DEM will also consult with the Division of Environmental Resources Management (DERM) on any environmental impact and make adjustments to site locations.

The FDEM is funding the purchase and installation of the Weather Stations and will also pay all maintenance costs for the first three years of the 10-year MOA. Thereafter, from year four through the duration of the MOA, the County will be responsible for maintenance of the Weather Stations, which shall be in an annual amount of \$18,240.00 (\$2,280.00 per station), for a total amount of \$127,680.00, subject to legally available funding. However, Weather Station maintenance costs are eligible for recovery under two emergency management grant programs. This MOA shall be for a term of 10 years.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute an MOA between Miami-Dade County, through its DEM, and the FDEM for the use of Weather Stations. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to execute amendments to the MOA and other necessary agreements related to maintenance of the Weather Stations as well as exercise the provisions contained in the MOA and other necessary agreements, provided that such amendments do not alter the purpose of the MOA and upon approval by the County Attorney's Office for form and legal sufficiency.

Scope

The program will have a countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the MOA between the FDEM and DEM as well as other necessary agreements related to maintenance of the Weather Stations. The County Mayor or County Mayor's designee is also authorized to execute amendments to the MOA and other necessary agreements, and to exercise the provisions contained in all such documents, provided that such amendments do not alter the purpose of said documents and upon approval by the County Attorney for form and legal sufficiency.

Fiscal Impact/Funding Source

Under this MOA, the County does not have any costs for purchases, installation or maintenance of the Weather Stations for the first three years of the agreement. Beginning in year four, the County will be responsible for maintenance of the Weather Stations, which is \$18,240.00 (\$2,280.00 per station) annually and a total of \$127,680.00 for years four through 10 of the MOA. However, Weather Station maintenance costs are reimbursable under two emergency management grant programs, the Emergency Management Preparedness and Assistance Grant and the Emergency Management Performance Grant, which the County will be seeking.

Track Record/Monitor

The Weather Stations will be monitored by the DEM's Emergency Management Coordinator of Interoperability or other supervisory personnel.

Background

The DEM supports the community's disaster preparedness, response, recovery and mitigation needs through the coordination of information and resources countywide. The current item is in response to the Florida Legislature's appropriation of \$970,400.00 to the Executive Office of the Governor, Division of Emergency Management, to fund the Florida Severe Weather Mesonet – WeatherSTEM. 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. It was determined that Miami-Dade County would benefit from eight (8) stations. In consultation with the National Weather Service Miami and Miami-Dade County Heat Officer, the DEM determined the following general sites are most appropriate: Miami International Airport (MIA), Zoo Miami, Hard Rock Stadium, Haulover Beach, the Integrated Command and Communications Center (ICC) at Lightspeed, Homestead

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and Members, Board of County Commissioners
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Area (TBD), and two (2) MDC Libraries in an Urban Heat Island Area (TBD). It is recommended that Miami-Dade County take advantage of this opportunity and request the installation of eight (8) stations throughout the county. The initial installation cost for each unit is covered by the FDEM grant as well as the first 3 years of a 10-year MOA. The annual cost per station beginning in year four will be \$18,240.00 (\$2,280.00 per station). As stated in the MOA, the costs associated with the maintenance are eligible for recovery under the Emergency Management Preparedness and Assistance Grant and may also be eligible under the Emergency Management Performance Grant Program, which DEM shall apply for and, if awarded, use for costs related to the Weather Stations as well as other eligible expense.



JD Patterson,
Interim Chief Public Safety Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

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12-12-23

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT (“MOA”) BETWEEN MIAMI-DADE COUNTY, THROUGH ITS DEPARTMENT OF EMERGENCY MANAGEMENT, AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, FOR EIGHT WEATHERSTEM STATIONS, FOR 10-YEAR TERM, IN A TOTAL AMOUNT THAT SHALL NOT EXCEED \$127,680.00, SUBJECT TO LEGALLY AVAILABLE FUNDING; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AMENDMENTS TO THE MOA AND OTHER NECESSARY AGREEMENTS RELATED TO MAINTENANCE OF THE WEATHERSTEM STATIONS AS WELL AS EXERCISE THE PROVISIONS CONTAINED IN THE MOA AND OTHER NECESSARY AGREEMENTS, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE MOA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of and authorizes the County Mayor or County Mayor’s designee to execute a Memorandum of Agreement (“MOA”), in substantially the form attached hereto as Exhibit A and made a part hereof, for eight WeatherSTEM Stations (“Weather Stations”), between Miami-Dade County, through the Miami-Dade Department of Emergency Management (“DEM”) and the Florida Division of Emergency Management (“FDEM”). The purpose of the MOA is to establish the terms and conditions under which DEM shall be authorized to install eight Weather Stations, hyper-local, real-time weather monitoring systems, in strategic locations across

the County that will provide critical information during times of severe weather and assist in the deployment of resources to impacted areas. The Weather Stations will be installed in the following vicinities: Miami International Airport, Zoo Miami, Hard Rock Stadium, Haulover Beach, and the Integrated Command and Communications Center at Lightspeed. In addition, Weather Stations will be installed at an undetermined location in the Homestead Area and two Miami-Dade County Libraries located in an Urban Heat Island Area, as defined by the Miami-Dade County Chief Heat Officer. The MOA is for a 10 year-term. The DEM shall not pay any costs, including installation and maintenance, for the Weather Stations during the first three years of the MOA. However, beginning in year four and continuing through the duration of the MOA, the annual cost of the Weather Stations will be \$18,240.00 (\$2,280.00 per station), for a total cost of \$127,680.00, subject to legally available funding.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute amendments to the MOA and other necessary agreements related to maintenance of the Weather Stations as well as exercise the provisions contained in the MOA and any other necessary agreements, provided that such amendments do not alter the purpose of the MOA and upon approval by the County Attorney's Office for form and legal sufficiency.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman
Anthony Rodríguez, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shanika A. Graves

**MEMORANDUM OF AGREEMENT FOR USE OF WEATHERSTEM STATIONS
BETWEEN
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
MIAMI-DADE COUNTY THROUGH ITS DEPARTMENT OF EMERGENCY
MANAGEMENT**

This Memorandum of Agreement (“MOA”) is entered into by and between the **Florida Division of Emergency Management (“FDEM”)** and **MIAMI-DADE COUNTY THROUGH ITS DEPARTMENT OF EMERGENCY MANAGEMENT (“Recipient”)**.

WHEREAS, the Florida Legislature appropriated \$970,400 to the Executive Office of the Governor, Division of Emergency Management, to fund the Florida Severe Weather Mesonet – WeatherSTEM (Attachment A);

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 severe weather 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 eight Weather Stations within its geographical control from FDEM immediately upon installation of the Weather Stations.

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 Stations 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. The estimated annual cost for maintaining a Weather Station is \$18,240.00 (\$2,280.00). At its option, Recipient may separately contract with WeatherSTEM to maintain the Weather Stations for the duration of the MOA.
4. Recipient agrees to use the Weather Stations for their intended purpose, as described above, and provide data (i.e. 10 minute wind gust, heat index, rain gauge, wet bulb globe temperature, barometer) electronically to WeatherSTEM and its users as required by WeatherSTEM and FDEM.
5. Proof of installation of the Weather Stations, to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA as an Addendum 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: 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 Pete Gomez, Director
Miami-Dade County
Department of Emergency Management
9300 NW 41st St.
Doral, FL 33178
305-468-5405
Pete.Gomez@miamidade.gov

7. Term
 - a. The Term of this MOA is ten years from the date of installation of the Weather Stations.

- b. Notwithstanding the above, if a Weather Station ceases operation prior to the end of its estimated ten-year 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 be void unless the parties agree otherwise. If WeatherSTEM, after consulting with the Recipient, replaces a 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 a Weather Station until the Weather Station ceases to function; (2) WeatherSTEM and the Recipient may mutually agree who is responsible for maintaining a Weather Station following the end of the Term of this MOA.
 - d. The Recipient may provide, but is not responsible for the maintenance, repair, software updates, or any other costs of a Weather Station after the end of the ten-year term of this MOA.
8. Miscellaneous
- a. This MOA shall be governed by the laws of the State of Florida and venue shall be Miami-Dade 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 Addendum providing 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.

MIAMI-DADE COUNTY

FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

By: _____
Mayor or Mayor's Designee

By: _____
Kevin Guthrie, Director

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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WeatherSTEM

Florida Severe Weather Mesonet

1.1 Overview

FDEM in partnership with WeatherSTEM will be deploying 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
- 1 High resolution cloud camera
- Three-year subscription to the WeatherSTEM service package which includes platform access, data storage, and maintenance (includes part replacement).
- Cellular and Solar infrastructure
- Data Plan
- 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 gusts.

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

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

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