

MEETING OF THE DISTRICTS
Tuesday, October 04, 2022
9:30 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

DISTRICTS LIST AVON PARK ESTATES S. B. D. ORANGE VILLA MOBILE HOME
ESTATES S. B. D.
DESOTO CITY S. B. F. D. PLACID LAKES S. B. D.
HIGHLANDS PARK ESTATES S. B. D. PLACID LAKES S. B. F. D.
HIGHLANDS PARK S. B. F. D. RED HILL FARMS IMPROVEMENT DISTRICT
HIGHWAY PARK S. B. D. SEBRING ACRES S. B. D.
LAKE HAVEN ESTATES S. B. D. SEBRING COUNTRY ESTATES S. B. D.
LAKE PLACID S. B. F. D. SEBRING HILLS S. B. D.
LEISURE LAKES S. B. F. D. THUNDERBIRD ROAD WASTEWATER S. B. D.
LORIDA S. B. F. D. VENUS SPECIAL B. F. D.
ORANGE BLOSSOM ESTATES S. B. D. WEST SEBRING S. B. F. D.
ORANGE BLOSSOM UNIT 12 S. B. D.
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT
SUN 'N LAKE ESTATES AND ACREAGE OF LAKE PLACID—S. B. D.
SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT
HIGHLANDS LAKES SPECIAL TAX DISTRICT
COUNTYWIDE FIRE DISTRICT
OAK MANOR AVENUE ROAD PAVING MUNICIPAL SERVICE BENEFIT DISTRICT

1 MEETING CALLED TO ORDER

2 PRESENTATIONS:

3 PUBLIC COMMENT

4 CONSENT AGENDA

- 4.A *Request for approval of a Memorandum of Understanding (MOU) for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Highlands County for the purpose of placing a Weather Station within the Istokpoga Marsh Watershed Improvement District.*
Dawn Ritter, Natural Resources Manager
No Fiscal Impact for the first 3 years of the 10 year agreement and after that, the County is responsible for maintenance costs only.
[MOA FDEM-Agency for WeatherSTEM 9.22.22.pdf](#)

5 PUBLIC HEARING

6 ACTION AGENDA

7 ADJOURN

Any person who decides to appeal any decision made by the Board of Supervisors of any of the Special Districts of Highlands County, Florida, in a public hearing or quasi-judicial proceeding is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

The Board of Supervisors of the Special Districts in Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26, Florida Statutes should contact the Highland County Human Resources Department, ADA Coordinator at: 863-402-6509 (voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance of a public meeting to permit coordination of the service.

Please note our new website address: www.highlandsfl.gov

Any invocation that may be offered before the official start of the meeting of the Board of Supervisors of the Special Districts of Highlands County shall be the voluntary offering of a private citizen. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by Highlands County, nor is Highlands County allowed by law to endorse the religious beliefs or views of any speaker.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 22, 2022

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Request for approval of a Memorandum of Understanding (MOU) for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Highlands County for the purpose of placing a Weather Station within the Istokpoga Marsh Watershed Improvement District.

STATEMENT OF ISSUE

The Florida Division of Emergency Management has contracted with Weather STEM for the purchase and installation of fifty (50) weather monitoring systems ("Weather Station") in designated locations throughout the state, including maintenance for three years. 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. The 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. At its option, Recipient may separately contract with WeatherSTEM to maintain the Weather Station for the duration of the MOA. This weather station will be placed within the Istokpoga Marsh Watershed Improvement District. All costs associated with maintenance shall be from District funds.

RECOMMENDED ACTION

Move to approve a Memorandum of Understanding for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Highlands County for the purpose of placing a Weather Station within the Istokpoga Marsh Watershed Improvement District.

FISCAL IMPACT

No Fiscal Impact for the first 3 years of the 10 year agreement and after that, the County is responsible for maintenance costs only.

Attachments: [MOA FDEM-Agency for WeatherSTEM 9.22.22.pdf](#)

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

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management** ("FDEM") and Highlands County, a political subdivision of the State of Florida ("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;

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:

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

Sherry G. Sutphen, County Attorney
Highlands County
600 S. Commerce Ave.
Sebring, Florida 33870
(863) 402-6500
ssutphen@roperpa.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.

AGENCY

FLORIDA DIVISION OF EMERGENCY
MANAGEMENT

By: _____
Kathleen G. Rapp, Chair

By: _____
Kevin Guthrie, Director

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
---------------	---------