





INTEROFFICE MEMORANDUM

Date February 09, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Daniel P. Banks
Deputy County Administrator 

FROM: James M. Fitzgerald 
Fire Rescue Department

**CONTACT: Lauraleigh Avery, Division Chief
Office of Emergency Management
PHONE NUMBER: 407-836-9151**

SUBJECT: March 7, 2023 – Consent Agenda Item
Memorandum of Agreement for use of WeatherSTEM Stations between the
Florida Division of Emergency Management and Orange County, Florida

The Florida Department of Emergency Management (FDEM) has received funds from the Florida Legislature to fund the Florida Severe Weather Mesonet – WeatherSTEM. The purpose of this fund is 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.

FDEM has coordinated with Orange County to receive five WeatherSTEM Weather Stations with the potential to add five additional units during the current fiscal year. Ownership of the Weather Stations will be transferred to Orange County upon installation.

FDEM has agreed to prepay for the purchase, installation, and three years of the maintenance agreement of the Weather Stations. Orange County will agree to maintain each Weather Station received for an additional seven years following the end of the WeatherSTEM maintenance agreement with FDEM, at an annual cost of \$1,900 per unit.

ACTION REQUESTED: Approval and execution of Memorandum of Agreement for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Orange County, Florida.

attachments

c: Byron W. Brooks, AICP, County Administrator



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: March 7, 2023

TO: Lauraleigh Avery, Division Chief
Office of Emergency Management, BCC

FROM: Jennifer Lara-Klimetz, Assistant Deputy Clerk *NP for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Fire Rescue Department Consent
Item 1, Legislative File # 23-437, March 7, 2023

Enclosed is the Memorandum of Agreement for use of WeatherSTEM Stations (2 originals) which were approved by the Board of County Commissioners (BCC) at its regular meeting held on March 7, 2023.

Please forward the documents to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before April 7, 2023, notify Jennifer Lara-Klimetz by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlk:np

Enclosures (2)

dl: Jim Fitzgerald, Deputy Director, Fire Rescue Services, BCC [email]
Daniel Banks, Deputy County Administrator, BCC [email]
Pending File

BCC Mtg. Date: March 7, 2023

**MEMORANDUM OF AGREEMENT FOR USE OF WEATHERSTEM STATIONS
BETWEEN
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
Orange County, Florida**

This Memorandum of Agreement ("MOA") is entered into by and between the **Florida Division of Emergency Management ("FDEM")** and Orange County, Florida ("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.
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

Lauraleigh Avery, Emergency Manager
Orange County
6590 Amory Ct,
Winter Park, FL 32792
407-836-9151
Lauraleigh.Avery@ocfl.net

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: *Jerry L. Demings*

By: _____
Kevin Guthrie, Director

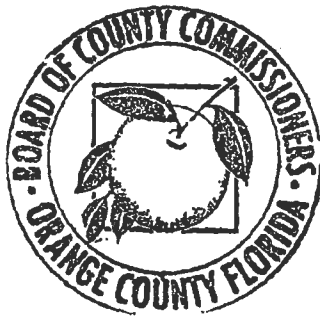
for Jerry L. Demings, Orange County Mayor

Printed Name and Title

March 7, 2023

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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4. Each Commissioner is responsible for assigning work to his/her administrative support staff and monitoring work habits and performance. The individual Commissioner is responsible for any needed discipline.

5. Each Commissioner may approve salary increases for his/her administrative support staff provided:

a. A performance evaluation has been completed.

b. The salary increase would not cause the employee's salary to be above the maximum of the pay range.

c. Salary increase percentage is within the guidelines established for these employees (guidelines for non-classified service established annually).

d. Salary increases above the guidelines may be approved by the Commissioner in recognition of exemplary performance; however, the increase cannot result in a salary which exceeds the pay range.

6. County Commissioners and the Mayor may elect to provide up to two weeks severance pay to appointed staff at the time of staff members separation.

7. Each administrative support staff member will be expected to carry out all of the duties and responsibilities of the job description and be responsible for the clerical and administrative support for his/her District Commissioner.

8. If additional assistance is required, volunteers may be used. However, such volunteers shall not give direction to County staff.

9. The Mayor reserves the right to adjust this delegation of authority as may be deemed appropriate in the future.

Pay Ranges: Administrative support staff members have a specified salary range. These ranges will be reviewed and adjusted when market conditions dictate, as are all other pay ranges in this series.

Absences from Office: Administrative support staff members may fill in for one another on a voluntary basis, with the concurrence of the supervising Commissioner. Telephone calls will be routed directly to Commission offices. The voice mail system will

record telephone calls for future response.

Authority for Receptionists: The receptionists in the Board of County Commissioners office are not subject to this delegation and will be supervised by the Vice Mayor. The Vice Mayor will be in charge of the work directed to them and will arrange for backup coverage needed at the front desk.

Decorum and Common Areas: The Vice Mayor is delegated the authority to set rules from time to time regarding the following matters:

1. the use of common areas and equipment (for example, the lobby, the conference room, the coffee room, the restrooms, and the copy and facsimile machines);

2. the presence of persons other than visitors and County employees;

3. the County Commissioner reading file, and;

4. any other matter not covered by this Executive Order.

EFFECTIVE DATES: August 1, 2006

ORDERED this 27th day of June, 2006.

By: Richard T. Crotty, Orange County Mayor

06.004 DELEGATION OF AUTHORITY TO SIGN CONTRACTS, RESOLUTIONS, PLATS, DEEDS, ORDINANCES AND OTHER LEGAL DOCUMENTS AFTER BOARD APPROVAL

I. PURPOSE AND BACKGROUND

Section 302(D)(4) of the Orange County Charter allows the Orange County Mayor to designate to certain individuals the authority to sign contracts, resolutions, plats, deeds, ordinances and other documents and instruments on his/her behalf after approval by the Board of County Commissioners where applicable. In an effort to expedite the processing of documents and legal instruments which frequently must be signed by the County Mayor on short notice, a memorialization evidencing that certain individuals have authority to sign contracts, ordinances, resolutions, plats, deeds, ordinances and other legal documents and other instruments, after Board approval where applicable, in the absence of the Orange County Mayor, has been created.

II. ORDER

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners, or

B. County Administrator or Acting County Administrator.

C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign resolutions, plats, deeds, ordinances, and other documents and instruments on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners

B. County Administrator or Acting County Administrator,

C. Deputy County Administrator.

Following Board approval of any such contracts, resolutions, plats, deeds, ordinances, grants, and other documents and instruments, the persons named herein are hereby authorized to sign on my behalf any and all additional documents, including closing statements, grant conditions, or other instruments related to consummating the action the Board authorized so long as any such instrument does not increase the financial commitment of the County specified in such board authorization.

Pursuant to Section 302(D)(4), the authority to acknowledge receipt of any summons or service of process to be served on Orange County as part of the filing process to be served on Orange County as part of the filing or prosecution of a civil action is hereby delegated to and vested in the County Attorney's Office, as long as those individuals are located at their place of business at the time service is attempted, thereby waiving the right of the County to be served as

required by Florida law and the rules of civil procedure in state and federal courts (and any other tribunals with jurisdiction). The County Attorney shall exercise such delegated authority at his or her discretion and may delegate the authority further to any assistant county attorney or to any special counsel representing the County in any proceeding.

A subpoena served on an employee in his or her official capacity shall be served directly on that individual named on the subpoena. In the absence of an individual being named on the subpoena, the subpoena shall be served on the County Attorney's Office.

EFFECTIVE DATE: August 1, 2006

ORDERED this 27th day of June, 2006.

REVISED: 05/19/08

By: Richard T. Crotty, Orange County Mayor

10.001 TOBACCO IN THE WORKPLACE

1. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing tobacco use in County facilities. The rules are designed to foster the health and safety of all employees and the public as well as reduce adverse impacts and maintenance to mechanical equipment. After careful review and consideration of all the available information, Orange County has decided to take additional positive steps towards providing a tobacco-free environment for all employees. Use of tobacco poses a significant risk to the health of the user. It can damage sensitive technical equipment and can be a safety hazard. The 1986 Surgeon General's report on involuntary smoking states that second hand smoke is a cause of disease, including lung cancer, in healthy non-smokers. The report continues by saying that the simple separation of smokers and non-smokers within the same air space may reduce, but does not eliminate, the exposure of non-smokers to environmental tobacco smoke. Under Section 386.204, Florida Statutes, a person is prohibited from smoking in any enclosed indoor workplace. The following rules are provided to demonstrate Orange County's desire to improve the health of its employees and citizens alike.

II. ORDER

A. Upon the effective date of this Executive Order, Executive Order 91.002 and 06.002, which pertain to smoking in the workplace, are repealed.