

**MEMORANDUM OF AGREEMENT FOR INSTALLATION, USE AND MAINTENANCE
OF WEATHER STEM STATIONS**

BETWEEN

Amelia Island Plantation Community Association

AND

THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement for Installation, Use, and Maintenance of WeatherStem Stations between the Amelia Island Plantation Community Association and the Nassau County Board of County Commissioners (hereafter "Agreement"), which becomes effective on the date of full execution upon final signature of the last party (hereafter "Effective Date"), is made and entered into, by, and between, the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, on behalf of the Emergency Management Division of Nassau County, Florida (hereinafter "Nassau County BOCC") and the **AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC.** (hereinafter "Amelia Island Plantation" or "AIPCA").

WHEREAS, the Florida Legislature appropriated \$970,000 to the Executive Office of the Governor, Division of Emergency Management (FDEM), to fund the Florida Severe Weather Mesonet – WeatherSTEM to provide for hyper-local, real-time weather data in strategic locations and 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 any and all maintenance for three years;

WHEREAS, FDEM is coordinating with Nassau County BOCC to locate and install Weather Station(s) within the county, and has previously agreed to transfer ownership of certain Weather Stations to Nassau County BOCC, upon installation;

WHEREAS, Nassau County BOCC, must maintain the Weather Station(s) that it receives for an additional seven (7) years, the expected lifespan of the unit, following the end of the WeatherSTEM maintenance agreement;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by Nassau County BOCC and Amelia Island Plantation intent to be legally bound and hereby agree as follows:

1. The Amelia Island Plantation Community Association agrees that the addition of WeatherSTEM weather tracking and reporting system is a valuable resource for the protection and public outreach of the citizens in Nassau County, Florida and its municipalities. With this in mind, the Amelia Island Plantation Community Association agrees to be fully responsible for the maintenance, repair, software

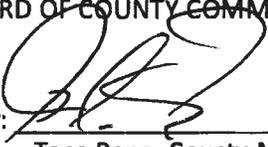
tcooper@nassauso.com

4. Miscellaneous:

- a. This MOA shall be governed by the laws of the State of Florida and venue shall be in Nassau 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.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

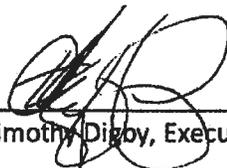
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 

~~Taco Pope, County Manager~~
Klynt A. Farmer, Chairman

4-10-23
Date

AMELIA ISLAND PLANTATION
COMMUNITY ASSOCIATION, INC.

By: 

Timothy Digoy, Executive Director

3-6-23
Date