



VILLAGE OF KEY BISCAINE

Office of the Village Manager

MEMORANDUM

Village Council

Franklin H. Caplan, *Mayor*

Michael E. Kelly, *Vice Mayor*

Michael W. Davey

Enrique Garcia

Robert Gusman

Mayra P. Lindsay

James S. Taintor

Village Manager

Genaro "Chip" Iglesias

DATE: September 6th, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

RE: Lightning Detection/Warning System

A large, bold, handwritten signature in black ink, appearing to be "Chip", is written over the "FROM" and "RE" lines of the memorandum.

RECOMMENDATION

It is recommended that the Village Council consider authorizing the purchase and installation of a lightning detection and alerting system.

BACKGROUND

In September of 2009, staff investigated the installation of lightning protection or detection system for the Community Center pool and Village Green. Three firms were contacted who were currently providing this service. Quotes were received by ThorGuard and Strike Guard. Strike Guard was not able to provide local references. ThorGuard was able to provide references of the forty two (42) local municipalities using their system in two hundred seventy two (272) facilities. This recommendation was forwarded to the Village Council.

WeatherBug was not identified in the initial search. Since it was brought to staff's attention by Council it has been considered as a viable alternative to the recommended ThorGuard product. WeatherBug representatives were present at the April 13, 2010 Village Council meeting to discuss why some communities have recently chosen this product over its competitors, including local entities. These representatives will conducted a site visit of the Community Center, Village Green, Key Biscayne K-8, and St. Agnes to provide the Village Council with the lightning protections options WeatherBug can provide this community utilizing different technologies and alerting mechanisms.

The Village and WeatherBug began to negotiate a lightning protection system for the Village Green, St. Agnes and the Key Biscayne Community School. WeatherBug initially had to outsource the horn alert system element of the project since the company did not offer this in house. The cost of the WeatherBug system was \$19,080 and the horn alert system from IMLCORP was \$25,740 for a total of \$44,820. This exceeded the estimated project cost substantially.

WeatherBug advised staff that they were currently developing a proprietary horn system and this was expected to significantly reduce the project cost. In February 2011 WeatherBug advised staff that the horn system testing was complete and they were now able to provide a sellable proprietary unit as part of the project. The Village began the process of negotiating the complete lightning prediction package with WeatherBug who had since changed their corporate name to Earth Networks (DBA as WeatherBug).

The fact that there are not other comparable networks or sources of data in the U.S. that provide similar applications, services and data is why other governmental entities including the City of Miami, Broward County Sherriff's department, Broward County Emergency Management Agency, and Fort Lauderdale Fire-Rescue chose to sole source contract WeatherBug for their services. The resolution passed by the City of Miami to sole source contract with WeatherBug is attached as exhibit "A".

The WeatherBug Professional Agreement for the products as services for both the Lightning Prediction system and WeatherBug Tracking Station with Digital Display are attached as exhibit "B". This total system cost is \$30,460.00. The system will be funded by the Capital Improvement Fund line item "Lightning Detectors" with a fund balance of \$17,000 with the remaining \$13,460 would be funded by the general fund designation "Playing Fields".

Exhibit "C" is an addendum to exhibit "B" prepared by the Village Attorney and agreed to by WeatherBug to supersede and control exhibit "B".

Exhibit "D" contains information about the system to be installed.

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF A LIGHTNING DETECTION AND ALERTING SYSTEM FOR SEVERAL PARKS WITHIN THE VILLAGE; PROVIDING FOR THE SELECTION OF EARTH NETWORKS (D/B/A WEATHERBUG) TO PROVIDE THIS SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF THE SYSTEM; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the “Village”) desires to purchase a lightning detection and alerting system for several parks within the Village (the “System”); and

WHEREAS, Village staff recommends that the Village Council waive competitive bidding, pursuant to Section 2-85 of the Village Code of Ordinances (the “Village Code”), because it is impractical to apply such procedures given Earth Networks’ d/b/a Weatherbug (the “Weatherbug”) proprietary weather network of 8,000 tracking stations and lightning detection technology; and

WHEREAS, the Village Council authorizes the Village Manager to execute the agreement, attached hereto as Exhibit “A,” with WeatherBug for the System; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Purchase. The Village Council hereby approves the purchase of the System.

Section 3. **Selection of Weatherbug.** The Village Council hereby selects Weatherbug to provide the System.

Section 4. **Waiver of Competitive Bidding.** The Village Council hereby waives competitive bidding, pursuant to Section 2-85 of the Village Code, because it is impractical to apply such procedures given Weatherbug’s proprietary weather network of 8,000 tracking stations and lightning detection technology.

Section 5. **Village Manager Authorized.** The Village Manager is hereby authorized to execute the agreement with Weatherbug, attached hereto as Exhibit “A,” for the System.

Section 6. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of August, 2011.

FRANK CAPLAN, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

EXHIBIT A



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Text File Report

File ID: 06-02281

Type: Resolution

Status: Passed

Enactment #: R-07-0027

Enactment Date: 1/11/07

Version: 1

Introduced: 12/18/06

Controlling Body: City Commission

A RESOLUTION OF THE MIAMI CITY COMMISSION, BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE CHIEF PROCUREMENT OFFICER'S DETERMINATION AND FINDING AND THE CITY MANAGER'S FINDING OF A SOLE SOURCE; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING PROCEDURES AND APPROVING THE SOLE SOURCE PURCHASE OF TWENTY-TWO (22) WEATHERBUG WEATHER SYSTEMS AND ACCESSORIES (INCLUDING EQUIPMENT, TRAINING, INSTALLATION, WARRANTY, SUPPORT SERVICES, AND MAINTENANCE), FOR THE DEPARTMENT OF FIRE-RESCUE, FROM AUTOMATED WEATHER SOURCE (AWS) CONVERGENCE TECHNOLOGIES, INC., FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$185,200; ALLOCATING FUNDS FROM THE FEDERAL GRANT ENTITLED, "URBAN AREA SECURITY INITIATIVE" (UASI) GRANT; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO UNDERTAKE ANY NECESSARY RELATED PROCEDURES FOR LICENSES, PERMITS AND REQUIREMENTS AND TO NEGOTIATE AND TO EXECUTE ANY NECESSARY DOCUMENTS AND AGREEMENTS FOR SAID PURPOSES.

WHEREAS, the proposed WeatherBug Weather System with accessories (including equipment, training, installation, warranty, support services, and maintenance), will provide the City of Miami's ("City") Emergency Operations point-specific weather information by streaming live outside data into a network for users to receive real-time data and receive seamlessly live camera images which will assist the City's First Responders to prepare for and respond to any manmade or natural disaster appropriately and safely; and

WHEREAS, this system will entail twenty-two (22) permanent integrated locations throughout the City, providing coverage in all of the City's districts; and

WHEREAS, pursuant to Section 18-92 of the Code of the City of Miami, Florida, as amended (the "Code"), the Chief Procurement Officer has made a determination and adopted a finding that the WeatherBug Weather System is a sole source; and therefore, competitive bidding methods is not practicable because the system's manufacturer, AWS Convergence Technologies Inc., has installed and operates 271 WeatherBug stations in Florida and over 34 existing stations in Miami-Dade and Broward County creating a regional presence within South Florida critical to how Miami-Dade and Broward County public agencies can share information preparing for an emergency response; and

WHEREAS, other public agencies such as the Broward Emergency Management Agency, Broward Sheriff's Office, City of Ft. Lauderdale, City of Miami Beach, and Miami-Dade County Office of Emergency Management have also purchased the

warranty, support services, and maintenance), for the Department of Fire-Rescue, from Automated Weather Source (AWS) Convergence Technologies, Inc., for a total contract amount not to exceed \$185,200, with funds allocated from the Federal grant entitled, "Urban Area Security Initiative" (UASI) grant program is hereby approved.

Section 3. The City Manager is authorized and directed to undertake any necessary related procedures for licenses, permits and requirements and to negotiate and execute any necessary documents and agreements for said purposes.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {1}



City of Miami

Legislation

Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 06-02281

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, BY A FOUR-FIFTHS (4/5THS) AFFIRMATIVE VOTE, AFTER AN ADVERTISED PUBLIC HEARING, RATIFYING, APPROVING AND CONFIRMING THE CHIEF PROCUREMENT OFFICER'S DETERMINATION AND FINDING AND THE CITY MANAGER'S FINDING OF A SOLE SOURCE; WAIVING THE REQUIREMENTS FOR COMPETITIVE SEALED BIDDING PROCEDURES AND APPROVING THE SOLE SOURCE PURCHASE OF TWENTY-TWO (22) WEATHERBUG WEATHER SYSTEMS AND ACCESSORIES (INCLUDING EQUIPMENT, TRAINING, INSTALLATION, WARRANTY, SUPPORT SERVICES, AND MAINTENANCE), FOR THE DEPARTMENT OF FIRE-RESCUE, FROM AUTOMATED WEATHER SOURCE (AWS) CONVERGENCE TECHNOLOGIES, INC., FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$185,200; ALLOCATING FUNDS FROM THE FEDERAL GRANT ENTITLED, "URBAN AREA SECURITY INITIATIVE" (UASI) GRANT; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO UNDERTAKE ANY NECESSARY RELATED PROCEDURES FOR LICENSES, PERMITS AND REQUIREMENTS AND TO NEGOTIATE AND TO EXECUTE ANY NECESSARY DOCUMENTS AND AGREEMENTS FOR SAID PURPOSES.

WHEREAS, the proposed WeatherBug Weather System with accessories (including equipment, training, installation, warranty, support services, and maintenance), will provide the City of Miami's ("City") Emergency Operations point-specific weather information by streaming live outside data into a network for users to receive real-time data and receive seamlessly live camera images which will assist the City's First Responders to prepare for and respond to any manmade or natural disaster appropriately and safely; and

WHEREAS, this system will entail twenty-two (22) permanent integrated locations throughout the City, providing coverage in all of the City's districts; and

WHEREAS, pursuant to Section 18-92 of the Code of the City of Miami, Florida, as amended (the "Code"), the Chief Procurement Officer has made a determination and adopted a finding that the WeatherBug Weather System is a sole source; and therefore, competitive bidding methods is not practicable because the system's manufacturer, AWS Convergence Technologies Inc., has installed and operates 271 WeatherBug stations in Florida and over 34 existing stations in Miami-Dade and Broward County creating a regional presence within South Florida critical to how Miami-Dade and Broward County public agencies can share information preparing for an emergency response; and

WHEREAS, other public agencies such as the Broward Emergency Management Agency, Broward Sheriff's Office, City of Ft. Lauderdale, City of Miami Beach, and Miami-Dade County Office of Emergency Management have also purchased the WeatherBug Weather System as a sole source; and

WHEREAS, the determination and finding of the Chief Procurement Officer has been approved

and adopted as the finding of the City Manager;

WHEREAS, the City Manager and the Chief of Fire-Rescue recommend that the requirements for formal competitive sealed bidding procedures be waived and the procurement of the above equipment, training, installation, warranty, support services, and maintenance, as specified be approved; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA;

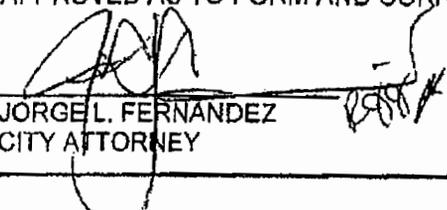
Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. By a four-fifths (4/5ths) affirmative vote, after an advertised public hearing, the Chief Procurement Officer's determination and finding and the City Manager's finding of a sole source, waiving the requirements for competitive sealed bidding procedures, pursuant to Section 18-92 of the Code, is ratified, approved and confirmed, and the sole source purchase of twenty-two (22) WeatherBug Weather Systems and accessories (including equipment, training, installation, warranty, support services, and maintenance), for the Department of Fire-Rescue, from Automated Weather Source (AWS) Convergence Technologies, Inc., for a total contract amount not to exceed \$185,200, with funds allocated from the Federal grant entitled, "Urban Area Security Initiative" (UASI) grant program is hereby approved.

Section 3. The City Manager is authorized and directed to undertake any necessary related procedures for licenses, permits and requirements and to negotiate and execute any necessary documents and agreements for said purposes.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {1}

APPROVED AS TO FORM AND CORRECTNESS:


JORGE L. FERNANDEZ
CITY ATTORNEY

Footnotes:

{1} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.



WeatherBug[®]

James E. Anderson
Director – Government Services
WeatherBug
2-5 Metropolitan Ct.
Gaithersburg, MD 20878

John R. Conklin
Emergency Management Coordinator
City of Miami
DEPARTMENT OF FIRE-RESCUE
Disaster Management & Public Affairs Division
1151 N.W. 7th Street, 3rd Floor
Miami, Florida 33136

RE: Sole Source Justification for WeatherBug Products and Services

Dear Mr. Conklin

WeatherBug operates a proprietary weather observing network of nearly 8,000 weather stations, including approximately 300 in Florida and 35 in Miami-Dade County. This network is completely unique. Weather tracking stations and cameras, primarily mounted at schools and public safety facilities, stream live data and imagery through our proprietary network architecture to over 20,000,000 active users every 2-seconds. It is the only truly real-time and highly dense network of weather stations. There is no other comparable network or source of data in the U.S. Access to this data is provided through a suite of proprietary applications and data feeds and available only from WeatherBug.

Within the State of Florida, and throughout the United States, government agencies have repeatedly elected to work with WeatherBug on a sole source basis because of our vast network assets in there area. Because of these assets, we are the only company that can economically provide real-time, local weather intelligence and alerting for public safety officials, departments of transportation, public works departments or other agencies. By utilizing our network organizations inherently leverage the investment made by our existing partners – schools, TV broadcasters, government agencies and the general public - in their area.

Currently in Broward County we are under sole source contract with the Broward County Sheriff's Department, Broward County Emergency Management Agency, and Fort Lauderdale Fire-Rescue. Other sole source customers in Florida include the Lee County Emergency Management Agency, Cape Coral Fire Department and several other organizations.

Please do not hesitate to call if you need additional information or assistance.

Sincerely,

James E. Anderson

WeatherBug

November 22, 2006

Glenn Marcos
Chief Procurement Officer
City of Miami
444 SW 2nd Avenue
Miami, FL 33130

Mr. Marcos,

This letter is to follow up on the November 21 discussion you had with John Doherty regarding the Fire Departments request for funding for a WeatherBug Professional weather station network. To address uncertainty you may have regarding the sole-source status of our proposal to the fire department, I'd like to explain further a few other agencies at which we've completed sole source justification.

In the past three years we have completed sole source justifications with the Maryland Emergency Management Agency, The Pennsylvania Office of Geospatial Technologies, and the National Oceanic and Atmospheric Administration (NOAA). NOAA manages the National Weather Service. A brief description of each is below.

- o Maryland Emergency Management Agency -MEMA and its emergency operations center staff have access to WeatherBug Professional weather stations in the state of Maryland via both geographic information systems (GIS) and our Streamer desktop product. In addition, every county and three city EOCs have access to weather station data in their county via the Streamer application. Both the state and the city/county EOCs have a common weather platform to manage their severe weather, HAZMAT, and other potential man made events. The sole source justification centered on the fact that our company manages over 300 pre-existing weather stations in the state and provides a level of detail, analysis, and weather intelligence not available from any other source.
- o Pennsylvania Office of Geospatial Technologies - PA-GTO has access to over 300 pre-existing weather stations in the state of Pennsylvania via leading edge GIS technology that inserts live data streams directly into the PA GTO GIS infrastructure. In addition to the weather station data, we have integrated a wide range of ancillary data such as radar mosaics, single site radar data, lightning strike and prediction data. The primary role for access to our data in the PA GTO system is for the management of events associated with severe weather, HAZMAT, and other potential man made events. Sole source was justified in this case because we are the only company with a pre-existing, centrally managed, uniform instrumentation weather observation platform within the state.

12410 Milestone Center Drive, Suite 300 • Germantown, MD 20876
301.258.8390 • 800.544.4429
www.weatherbugprofessional.com

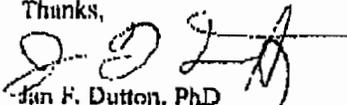
- o National Oceanic and Atmospheric Administration WeatherBug professional has a Cooperative Agreement with the Air Resources Laboratory (ARL) which is designed to provide NOAA ARL access to our network of weather stations in 12 major metropolitan areas within the United States. Sole source was justified because of
 - our pre-existing weather station assets, and
 - our ability to remotely manage the weather station once installed, and
 - our ability to conduct detailed, regular maintenance activities, and
 - our ability to rapidly disseminate the weather information collected, and
 - the nationwide scope of our network,

NOAA ARL deemed our network an excellent resource by which to study advanced in atmospheric dispersion modeling. In addition, our agreement also provides access of our data to the NWS Weather Forecast Offices for use in their day-to-day weather monitoring and forecasting responsibilities.

The City of Miami Fire Department's role in emergency management and first response will be enhanced by the WeatherBug solution. They will have live up date weather information not available from any other source with the defining features discussed above. Weather happens to be a regional phenomenon as much as it is a local one. As such, while the Fire Department is establishing their own weather observation network, they will also have access to neighboring networks, such as that sponsored by the Broward County Sheriff Office, the City of Miami Beach, Miami-Dade County Emergency Management Office, and Miami Dade Schools. The Fire Departments request will establish a unique but proven tool to better enable decisions during emergency situations. The citizens will therefore benefit as well.

If you have any questions, please feel free to contact me.

Thanks,



Jan F. Dutton, PhD

Director and General Manager of WeatherBug Professional
WeatherBug Professional Services
603-226-9989 (o)
301-250-4506 (f)
jdutton@aww.com

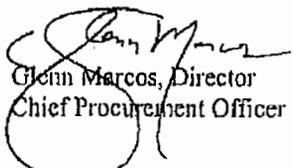
CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM

TO: Pedro G. Hernandez
Chief Administrator/City Manager

DATE: December 15, 2006

FILE:

SUBJECT: Purchase of Weatherbug Weather
System and Accessories

FROM: 
Glenn Marcos, Director
Chief Procurement Officer

REFERENCES:

ENCLOSURES:

I conducted an investigation to determine whether Automated Weather Source (AWS) Convergence Technologies, Inc., located at 12410 Milestone Center Drive, Suite 300, Germantown, Md. 20876, is the sole source provider of the WeatherBug Weather Systems and accessories, including equipment, training, installation, warranty, support services, and maintenance, for the Department of Fire-Rescue.

According to the Fire-Rescue Department, the WeatherBug Weather System will provide accurate, timely, and detailed weather information, locally and regionally, that is critical to ensure the safety of the First Responders (Police and Fire) and that of the citizens they are protecting. Access to this type of point-specific information will assist the City's Emergency Operations in determining the level of dispatch response of Police and Fire responders as well as determining the unobstructed travel routes in response to South Florida's natural (hurricane, tornadoes, hail, wind, rain, and floods) and manmade disasters, such as accidental toxic releases (including chemical plumes and fire smoke) and terrorist attacks.

My investigation concluded that even though there are other internet weather services like Weather.com and Accuweather, AWS Convergence Technologies in the year 2000 introduced an internet software program that users have to download. Once downloaded, the program, usable only on computers using the Windows operating system, displays the current temperature reading in the toolbar. When the reading is clicked, a continuously updated page of weather statistics, news, and forecasts appears. If severe weather is approaching, an audio alert sounds. Now companies like Weather.com has spawn similar programs; however, the WeatherBug owns and operates the worlds largest, exclusive weather network of 8,000 WeatherBug Tracking Stations and more than 1,000 cameras located at schools and public safety facilities across the United States. In particular, the Weatherbug is exclusively being used by the Broward Emergency Management Agency, Broward Sheriff's Department, City of Ft. Lauderdale, City of Miami Beach, and Miami-Dade County Office of Emergency Management. The majority of these agencies purchased the Weatherbug also as a sole source and back-up supporting documents have been attached to this memorandum supporting my sole source finding.

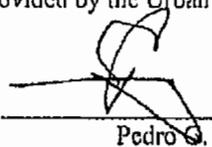
Overall AWS Convergence Technologies Inc. operates 271 WeatherBug stations in Florida and over 34 existing stations in Miami-Dade and Broward County. Besides this proprietary weather notification system allowing for users to receive data from all of its operating stations via the internet on a real-time basis, as mentioned above, it also allows for seamlessly integration of live camera images.

Pursuant to Section 18-92, Sole Source Contracts, of the City of Miami Procurement Code, competitive bidding methods is not practicable when the unique and specialized expertise of one source is unlikely to be obtained from any other source. As a result of AWS Convergence Technologies, Inc. regional presence within South Florida and the vital nature of how these Miami-Dade and Broward public agencies can share information in preparing for an emergency response because they are all using the Weatherbug Stations. I have determined that that AWS Convergence Technologies Inc. Weatherbug Weather System is a sole source, recommend that the requirements for competitive bidding be waived, and these findings be approved.

It is respectfully recommended that the City Commission waive the necessity of competitive bids and approve the attached Resolution for the sole source purchase of the WeatherBug Weather System and accessories, including equipment, training, installation, support services, and maintenance.

Funding is to be provided by the Urban Area Security Initiative ("UASI") Grant Program.

APPROVED BY:



Pedro G. Hernandez
Chief Administrator/City Manager

DATE:

DEC-18-06

PGH/LS/GM



AGENDA ITEM SUMMARY FORM

PH.1

FILE ID: 06-02281

Date: 7/28/2006

Requesting Department: Fire-Rescue

Commission Meeting Date: 8/14/2006

District Impact: REP A11 PM 1 37

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Resolution authorizing the purchase of the WeatherBug Weather System and accessories

Purpose of Item:

Resolution authorizing the purchase of (22) WeatherBug Weather Systems and accessories (including equipment, training, installation, warranty, support services, and maintenance) from Automated Weather Source (AWS), a Non-Minority/Non-Local vendor, located at 12410 Milestone Center Drive, Suite 300, Germantown, MD 20876, for the Department of Fire-Rescue, in an amount not to exceed \$185,200. Funding is available from the Urban Area Security Initiative ("UASI") Grant Program.

Background Information:

- SEE ATTACHED -

Budget Impact Analysis

NO Is this item related to revenue?

YES Is this item an expenditure? If so, please identify funding source below.

General Account No: _____

Special Revenue Account No: 1101432809116840

CIP Project No: _____

#3,229,527.52 available as of 09/12/06. (this is 80% of what is actually available).

NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$185,200.00

Final Approvals
(SIGN AND DATE)

CIP _____
If using or receiving Capital funds Grants

Budget [Signature] 8/13/06

Purchasing [Signature] 7/28/06

Risk Management _____

City Clerk _____

Dept. Director [Signature]

City Manager [Signature]

WeatherBug Weather System and accessories

Background Information: (Continued)

As the City has come to learn over the past couple of years from our own experiences and others, having accurate, timely, and detailed weather information, locally and regionally at our fingertips, is crucial to ensure the safety of our First Responders and that of the citizens they are protecting. Access to this type of point-specific information will assist the City's Emergency Operations in determining the level of dispatch response of our Police and Fire responders as well as determining the unobstructed travel routes due to South Florida's natural (hurricanes, tornadoes, hail, wind, rain, and floods) and manmade disasters, such as accidental toxic releases (including chemical plumes and fire smoke), and terrorist attacks. It is the City's responsibility to continue to prepare the City of Miami and its surrounding jurisdictions by advancing emergency preparedness.

Automated Weather Source (AWS) offers a proprietary weather notification system, the WeatherBug, which streams outside data into a network for users to view readings and real-time weather that is updated every 2 seconds, 24 hours a day, 7 days a week. The 22 weather stations that will be situated around the City, will allow users to view historical, current, and forecasted weather conditions. This coordinated network will integrate the already established users (Broward Emergency Management Agency, Broward Sheriff's Department, and Fort Lauderdale Fire-Rescue, along with other Florida agencies) into a Regional effort. The more stations...the more data.

Locations and Uses include:

1. **Locations of Weather Stations (WS) and Cameras (C):** 12 Fire stations (Fire Station #9 WS & C), 3 Police Buildings – North, South and Central (Police Central with offer remote abilities to Police/Fire Communications, Police EOC, and EOC Headquarters), Hadley Park (WS & C), Miami Marina (WS & C), MRC (WS & C), Orange Bowl (WS & C), Fire Training Center (WS & C), City Hall, and Virginia Key.
2. **Camera Installations:** controlled remotely from computer, zoom, panning ability up to 340 degrees, tilting ability up to 115 degrees, can pre-set camera positions, 680,000 pixels, weatherproof housing, and uninterrupted power supply.
3. **Weather Stations:** live weather conditions – temperature, wind speed & direction, humidity, heat index, rain rate & rainfall measurements (daily, monthly, yearly); radar & satellite images; interactive weather maps; weather service alerts – local & national weather advisories and audible alerts for selected regions; data storage; software connections to PCs.
3. **User Entities:** Emergency Management, Fire, Police, Emergency Medical Services, Health Care, Transportation, Public Health, Government, Miami-Dade School system, and all other WeatherBug users with password access. The citizens of the City of Miami, and all other municipalities, will have limited access.

The City of Miami Emergency Management team currently depends on information from the National Weather Service (NWS) and the local media. Both of which are not location specific and are not in our control letting us view upon request which makes disastrous events no longer a guessing game. In the future, depending upon further funding, the City of Miami would like to partner with other WeatherBug users to form further weather station buildouts.

EXHIBIT B

WEATHERBUG PROFESSIONAL AGREEMENT
 12410 Milestone Center Drive, Suite 300, Germantown, MD 20876
 EARTH NETWORKS dba WEATHERBUG herein referred to as "Earth Networks"

Customer Contact Information			
Business Name:	Key Biscayne Parks and Recreation	Business Address:	88 West McIntyre Street Key Biscayne, Fl 33149
Contact Name:	Todd Hofferberth	Contact Fax:	
Contact Phone:	(305) 365-8900		
Customer Billing Information (if different from above)			
Business Name:		Business Address:	
Contact Name:		Contact Fax:	
Contact Phone:			

WeatherBug Contact Information			
Salesperson:	Stuart Hershon	Email Address:	shershon@weatherbug.com
Contact Phone:	(800) 544-4429 ext 4080	Contact Fax:	(301) 258-5210

Schedule of Products and Services				
Product Name	Notes	Quantity	Unit Price	Total Price
WTLN Horn System Transmitter Model		1	\$6,490.00	\$6,490.00
WTLN Horn System Receiver Model		2	\$5,490.00	\$10,980
Standard Installation Horn System		3	\$500.00	\$1,500
Installation: Weather Station plus Lightning Package		1	\$2,500.00	\$2,500.00
Lightning Package	Includes Lightning Sensor, Internal Beacon and email/text/Smartphone alerting	1	\$3,990.00	\$3,990.00
Online Weather Center - Lifetime		1	\$0.00	\$0.00
Streamer R1 - Government	No Cost for 1 year. If renewed in year 2, cost is \$1,500.00 annually	1	\$0.00	\$0.00
WeatherBug Protect	No Cost for 1 year. If renewed in year 2, cost is \$72.00 per user annually	5	\$0.00	\$0.00
WeatherBug Tracking Station w/ Digital Display		1	\$5,000.00	\$5,000.00

Grand Total:	\$30,460.00
---------------------	--------------------

Initial Term of Contract _____

Date of Original Signed Terms and Conditions: 6/23/11



ATTACHMENT 1 - TERMS AND CONDITIONS

Remarks:

The buyer agrees to payment terms of Net 30 unless otherwise documented. Late payment fees will be charged as one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late.

Installation and/or maintenance costs quoted above are valid for standard installations only. Any installation or maintenance work that requires non-standard equipment, materials or regulatory expense may be subject to an additional charge.

Please allow six to eight weeks for delivery of hardware.

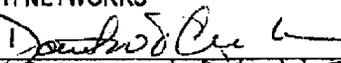
This order is subject to sales tax at time of invoicing.

The parties agree to be bound by the Earth Networks terms and conditions.

Customer:

EARTH NETWORKS

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: DAVIE W. O'CONNELL
Title: V.P. + GEN. COUNSEL
Date: 6-23-11

Please fax all pages of the signed agreement directly to Earth Networks at 1-301-258-5210.



ATTACHMENT 1 - TERMS AND CONDITIONS

1. **Payment.** The Buyer agrees to payment terms per Remarks section of Schedule. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late; (b) Payment should be made to:

Earth Networks
Dept 0152, PO Box 120152
Dallas, TX 75312

2. **Inspection and Acceptance.** It is Buyer's responsibility to inspect and accept each unit at the time of delivery. Failure of Buyer to inspect and accept the unit at that time waives Buyer's rights to inspection and acceptance as a term of the contract. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein.

3. **Web Services.** As part of this package purchase, Seller agrees to provide to Buyer: (1) complete access to the web service specified on the Schedule; (2) Provide adequate bandwidth and server capacity; (3) Provide toll-free technical support. The above services will be provided for as long as Seller maintains support for the applicable web service.

4. **Term and Termination.** The web services shall have an initial term as specified on the Schedule. Unless otherwise specified on the Schedule, the web services subscription shall automatically renew for successive 12 month terms, unless terminated by either party with at least 30 days notice prior to the expiration of the then current term.

5. **Dispute.** The parties agree that any dispute, other than those relating to payment, due and owing from Buyer to Seller, arising out of or relating to this Agreement, shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties shall jointly request that an Arbitrator be appointed by the Alternative Dispute Resolution Administrator for the Circuit Court for Montgomery County, Maryland, to serve as the final arbiter of any dispute. Any award of the Arbitrator shall be enforceable in the applicable court for enforcement. Both Buyer and Seller agree that the finding of the arbitrator is binding and no other remedy, including legal remedies, is permitted.

6. **Warranty.** The Seller warrants the hardware and software purchased by the Buyer against defects in workmanship and materials for a period of one (1) year from date of delivery under this contract. The Seller shall, at its sole option, either repair or replace defective items. Buyer is responsible to return of defective items to Seller by means specified by the Seller. The Buyer shall bear all shipping expenses. Packing of defective items for return is responsibility of Buyer. Damage due to natural causes (storms, lightning, flying debris, etc.) is not covered by this warranty. Damage resulting from Buyer negligence or mishandling of hardware and software is not covered by this warranty.

7. **Alterations and Attachments.** If Buyer makes alterations or attaches a device or any other item to the Earth Networks unit as sold and installed, the warranty is voided and Seller has no further obligation under the warranty.

8. **Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE WEB SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED IN SECTION 6 ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO BUYER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT SELLER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES, AND SELLER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM BUYER'S OR ANY AUTHORIZED

USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

9. **Lightning Disclaimer.** Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Seller, and/or its data suppliers.

10. **Liability.** Buyer and subsequent users of hardware and software agree to waive any liability of Seller for damage caused by hardware and software installation and operation on any user premises.

11. **Limitations of Liability.** Except for damages caused by Seller's willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Seller limits or disclaims liability related to the manufacture, delivery, or use of the equipment, the software and/or supplies used in connection with the equipment or the provision of services for the equipment, as follows: (a) For direct damages, Seller liability is limited to the amounts paid by Buyer for the equipment, software, supplies or services giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Seller disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.

12. **Data Rights.** Seller retains all rights to data and/or video images (hereinafter "data") generated by the Earth Networks system(s). Seller grants Buyer a limited license for use of such data, in connection with Buyer's internal business/educational purposes, but for no other purpose. Seller has exclusive rights for resale or to otherwise use data from the installed system(s). Buyer and users of hardware and software under this contract cannot provide access to third parties without the express written consent of Seller. Requests for access must be in writing to the Seller at the Seller's place of business. Seller grants Buyer a royalty free license to use and disseminate data generated by the Buyer's Earth Networks system for educational purposes, save and except that Buyer is expressly prohibited from disseminating data to media outlets (such as TV stations, cable channels, radio stations, newspapers, and magazines). Buyer is expressly prohibited from disseminating data from any other Earth Networks System.

13. **Access To Communication Line.** Buyer agrees to connect, at Buyer expense, the Earth Networks unit(s) to a dedicated, full-time Internet connection. Buyer further agrees to maintain the Earth Networks system in an operational mode at all times and to permit Seller authorized outside access to system data through the telecommunication line. Telecommunication line expense is solely the obligation of Buyer. Buyer agrees to follow all procedures outlined in the Operations Manual to ensure system access is maintained.

14. **Non-Waiver of Rights.** The failure of Buyer or Seller to insist upon strict performance of the terms and conditions of this Contract or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

15. **Governing Law.** This Agreement shall be governed by the Earth Networks of the State of Maryland.

16. **Attorney's Fees/Costs.** In any action by a party to enforce its rights hereunder, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees & other arbitration costs)

17. **Extraordinary Circumstances.** Except for obligations of payment, neither Seller nor the Buyer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.

18. **Breach.** Either party may terminate this Agreement on breach by the other party of any material term or condition hereof 10 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.

19. **Order Fulfillment.** If this is a multiple unit order and/or includes promotional goods, credits, services, and the Buyer does not fully complete the terms of the Order agreement, Seller reserves the right to rebill at standard prices or to retrieve the promotional items, unless the Buyer reconciles by acquiring another Earth Networks product eligible for such promotional items/discounts.

20. **Patent Indemnity.** Seller will defend the Buyer from, and pay for ultimate judgment or liability for infringement in the United States by equipment or operating system software ("Software") of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright if Buyer promptly notifies Seller in writing of any alleged infringement, allows Seller to defend, and cooperates with Seller. Seller is not responsible for any non-Earth Networks litigation expenses or settlements unless Earth Networks agrees to them in writing. Seller is not liable for any infringement due to equipment or software being made or modified by the Buyer or Buyer requested specification or designs, or being used or sold in combination with equipment, software, or supplies not provided by Seller. **IMPORTANT: SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT AND HAS NO OTHER LIABILITY FOR INFRINGEMENT OR ANY DAMAGES THEREFROM.** To avoid an infringement (even if not alleged) Seller may, at its option, at no charge to Buyer, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

21. **Purchase Orders.** Except for identifying goods, services or software ordered, prices and quantities, the terms and conditions contained or referenced in Buyer purchase order or other ordering documents shall be of no force or effect.

22. **Necessary Maintenance by Earth Networks.** Buyer will provide, upon reasonable notice by Seller, access to the system(s) for the purpose of supplying necessary maintenance and/or the installation of additional sensor equipment.

23. **Severability/Assignability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided however that either party may assign this Agreement to a successor in interest as a result of a sale of all or substantially all of its stock or assets.

24. **Modification.** This contract shall not be varied in its terms or conditions by any oral Agreement or representation, but only by an instrument in writing of even or subsequent date thereto, properly executed by both the Seller and Buyer.

25. **Entire Agreement.** The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Seller and Buyer respecting the subject matter of this Agreement.

Customer Signature and Date:

EXHIBIT C

ADDENDUM
TO
ATTACHMENT 1 - TERMS AND CONDITIONS
OF THE WEATHERBUG PROFESSIONAL AGREEMENT
BY AND BETWEEN
KEY BISCAIYNE PARKS AND RECREATION ("BUYER")
AND EARTH NETWORKS ("SELLER")
DATED AS OF JUNE 23, 2011
(This "ADDENDUM")

1. The terms and provisions of this Addendum shall supersede and control over any conflicts between the Schedule of Products and Services and Attachment 1 – Terms and Conditions (collectively, the "Agreement").

2. Payment due for the products and services to be provided by Seller pursuant to the Agreement shall be due on or before thirty (30) days after the date the lightning detection system becomes fully operational.

3. Seller confirms that the installation and anticipated maintenance costs for the lightning detection system are "standard" and no additional charge shall be required for the same.

4. The second sentence of Paragraph 2 of Attachment 1 (the "Attachment") relating to Inspection and Acceptance is hereby deleted.

5. Paragraph 3(1) is hereby amended to clarify that Buyer shall have complete access to the Streamer RT web service.

6. Paragraph 5 of the Attachment is hereby amended to modify the venue for any arbitration to be in Miami-Dade County, Florida.

7. Paragraph 6 of the Attachment is hereby amended to clarify that the cost of the return of defective items covered under warranty shall be at Seller's expense if it specifies a manner of delivery other than standard ground delivery.

8. Paragraph 7 of the Attachment is hereby amended to clarify that only material changes made to the equipment sold by Seller without Seller's consent, not to be unreasonably withheld, may result in the warranty being voided as to the modified equipment.

9. The third sentence of Paragraph 8 of the Attachment is hereby deleted commencing with "BUYER ACKNOWLEDGES..." In place of said provision, the following provision shall be inserted: THE EQUIPMENT AND SOFTWARE SOLD BY SELLER SHALL WORK FOR THEIR INTENDED USE AND PURPOSE AS A LIGHTNING DETECTION SYSTEM FREE OF ANY DEFECT AND SHALL OPERATE IN ACCORDANCE WITH ALL OF SELLER'S SPECIFICATIONS, WARRANTIES AND REPRESENTATIONS.

10. Paragraph 10 of the Attachment is hereby deleted.

11. The first sentence of Paragraph 11 of the Attachment is hereby amended to delete the word "gross."

12. Paragraph 15 is hereby amended to reflect that the laws of the State of Florida shall govern the agreement.

13. Paragraph 19 is hereby deleted in its entirety.

14. Paragraph 21 is hereby deleted in its entirety.

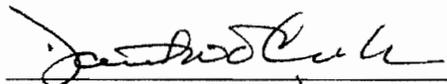
IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the dates set forth below.

VILLAGE OF KEY BISCAYNE

Todd Hofferberth, Director, Parks & Recreation

Date: _____

EARTH NETWORKS d/b/a WEATHERBUG


By: DANIEL W. O'CONNELL, V.P.

Date: 6-23-11

EXHIBIT D



WeatherBug Total Lightning

Often striking with little or no warning, lightning is one of the leading weather-related causes of death and injuries. Now, WeatherBug provides a revolutionary detection and alerting system to help protect people and property.

The Most Accurate Lightning Detection Technology

The WeatherBug Total Lightning Network (WTLN) is the new standard in detection technology for in-cloud (IC) and cloud-to-ground (CG) lightning detection—well beyond existing networks and single-node “prediction” systems.

Early Warning Can Make the Difference

WTLN provides the ability to monitor the onset and development of IC and CG lightning and can improve warning times over traditional technologies for many severe weather events. In fact, the WeatherBug Dangerous Thunderstorm Alert (WDTA) provides advanced notification of the increased threat of severe weather. The WDTA alert is issued when there is a high frequency of total lightning, indicating the increased potential for CG lightning strikes, heavy rain rates, high winds, hail and tornadic activity.

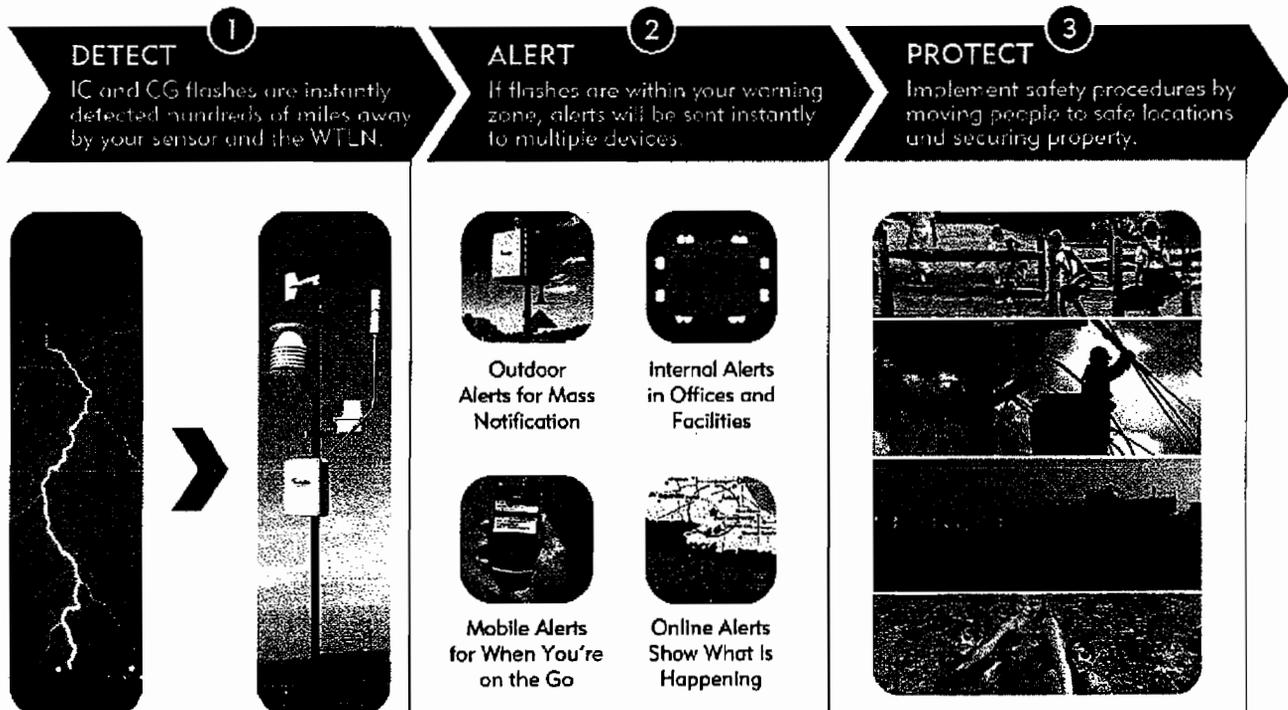
Alerts When and Where You Need Them

Receive alerts to multiple locations via multiple methods—mobile devices, computers, alert beacons or to an outdoor mass notification horn system. Strikes are monitored, confirmed and communicated to avoid false alarms.

ADVANTAGES OF WEATHERBUG TOTAL LIGHTNING

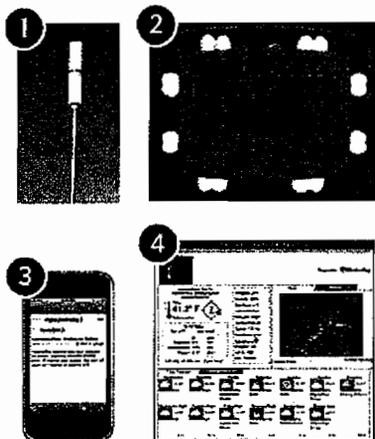
- Avoid false alarms with the most accurate detection technology
- Unmatched network density and redundancy provides higher reliability, efficiency, enhanced lightning detection and location accuracy
- Receive customized, site-specific storm warnings
- Choose multiple delivery methods for warnings and alerts
- Advanced warning of multiple severe weather events
- Reduced cost of ownership
- 24 x 7 x 365 network monitoring and support

HOW IT WORKS



WeatherBug Total Lightning Package

This package adds WeatherBug Total Lightning to your weather station and provides a variety of alerting tools.



1. Lightning Sensor and Network

- Integrated in-cloud and cloud-to-ground lightning detection sensor
- First broadband national total lightning network enables scale and data flow efficiencies
- High temporal resolution and high-frequency (HF) sensors enhance detection of IC flashes

2. Alert Beacons

- 16 high-intensity strobes
- 8-tone siren rated at 106 decibels
- Rechargeable battery backup

3. WeatherBug Protect

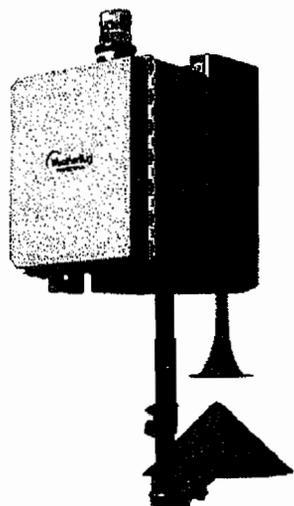
- All-weather phone and email alerts
- Lightning and other severe weather alerts sent directly to your phone and/or computer

4. Online Weather Center

- Web-based tool that shows live conditions for your website visitors
- Integrates lightning strike maps
- Displays issued alerts

Outdoor Alerting System

The WeatherBug Outdoor Alerting System works in conjunction with WeatherBug weather stations equipped with lightning detection technology. Outdoor facilities can now have the first commercially available outdoor mass notification system to be integrated with in-cloud and cloud-to-ground lightning detection technology.



The Most Advanced Automated Warning Available

Made in the U.S.A. and designed specifically for outdoor facilities, the WeatherBug Outdoor Alerting System is unique in both design and function. The patented design represents a new generation in omni-directional sirens and alerting systems and the professional-grade components make it virtually maintenance free.

The system is comprised of one or more 110 dBA horn units equipped with 170,000 peak candela strobe lights—providing 360° of audio and visual coverage. The system provides high-decibel, attention-getting signals for maximum coverage from single or multiple siren sites and comes equipped with a built-in battery backup.

The indoor components connect to the alert system and contain a loud internal speaker with an adjustable volume level to alert personnel inside. The unit can either be wall mounted or sit on a desktop and provides manual control buttons for Alert, All Clear and Cancel. Using the Internet, the WeatherBug Outdoor Alerting System provides decision makers with a web-based application to configure hours of operation, lightning-strike distance and alert duration.

WeatherBug StreamerRT

The ultimate in weather visualization, StreamerRT leverages the entire WeatherBug Network and provides the highest level of precision for tracking and analysis of lightning and severe weather.



The Most Advanced Web-based Weather Visualization

The StreamerRT differentiator is live, hyper-local weather information. StreamerRT is powered by the WeatherBug proprietary network of over 8,000 weather stations. In addition, total lightning detection is integrated into StreamerRT and provides unmatched severe weather prediction and warning capabilities.