

AGREEMENT

Coastal Weather Research Center

University of South Alabama
307 University Boulevard
Mobile, Alabama 36888

This Agreement of even date below is made and entered into between the University of South Alabama, on behalf of its Coastal Weather Research Center ("CWRC"), and City of Ocala ("Client").

WITNESS

For consideration hereinafter specified, CWRC agrees to provide weather information services to Client on the terms and conditions listed below.

1. DURATION OF AGREEMENT

The term of this Agreement shall be for a period of twelve (12) months, beginning on June 1, 2024, and ending at midnight on May 31, 2025.

2. RENEWAL AND TERMINATION OF AGREEMENT

This Agreement and all its terms and conditions shall automatically be renewed from year-to-year without further action by either party; provided, however, that either party shall have the right to terminate this Agreement by giving the other party hereto at least sixty (60) days' written notice before the end of any term.

3. SERVICES TO BE PROVIDED

During the term of this Agreement, CWRC agrees that it will furnish to Client such weather reports, forecasts, and other weather data at such times and by such means as shall be contracted by the Client.

4. LIMITATION OF LIABILITY

Client fully understands and accepts the fact that meteorology is not an exact science and that the CWRC, and its agents and employees, makes no express or implied warranties, guarantees, or affirmations that weather will occur as the weather reports of the CWRC may suggest and that it shall have no responsibility or liability whatsoever to Client or any other person or entity for any damages caused or claimed as a result of an inconsistency between the weather reports and weather which actually ensues. Client agrees further that the CWRC shall not be held responsible for any failure or malfunctions in power or communications nor its inability to perform occasioned by such or by labor strife, war, riot, epidemic, pandemic, natural disaster, or other events beyond the control of the CWRC.

5. EXCLUSIVE AGREEMENT

The parties hereto agree that the services contracted for hereunder are for the exclusive use of the Client and that services will not be resold, assigned, or transferred by Client without the express written permission of the CWRC.

6. INDEMNITY

Client agrees that it will indemnify and hold harmless the CWRC from all manner of suit, action, damages, charges, or expenses, including attorney's fees, that the CWRC may sustain by reason of Client's breach of this Agreement or any terms hereof.

Client's liability is limited to the limits set forth in Florida Statute 768.28 in force at the time the Agreement was entered into by the parties. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to the Client pursuant to Florida law.

7. JURISDICTION

This Agreement shall be construed according to the laws of the State of Alabama, and the invalidity of any paragraph or portion of this Agreement shall not affect the validity of any other paragraph or provisions hereof. This Agreement is completed and embraces the entire understanding between the parties, all prior understandings, either written or oral, having been merged herein.

8. SERVICE



Tropical Weather Service. Tropical weather information will be available to the Client via e-mail and the Coastal Weather Research Center website. Tropical weather information will also be available to the Client during normal working hours through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. However, if a tropical weather system threatens the Client at other hours, then extended office hours for consultation will be provided so long as the CWRC, in its sole discretion, judges the tropical weather system to be a threat to Client.

Forecast and Warning Service. Weather information will be available to the Client through telephone consultation from 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. When the CWRC determines that a major severe weather system is a threat to the Client at other hours, the CWRC will remain open for consultation as long as the CWRC, in its sole discretion, judges the severe weather threat to the Client to exist. The latest computerized weather information stored at the CWRC will be available to the Client 24 hours a day, 7 days a week. Forecast and Warning Service includes Stormcheck forecasts, tropical weather information, severe weather warnings, telephone consultations, and climate and data reports, upon request.

NOTE: The CWRC will observe certain federal, state, and other holidays, including, but not limited to New Year's Day, Mardi Gras Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day, which may limit the issuance of certain products. Notwithstanding the foregoing, the Client can anticipate the issuance of necessary products, in the reasonable discretion of the CWRC, in the event of any inclement/hazardous weather conditions, including, but not limited to, the following: Severe Weather, Winter Weather, and Hurricanes/Tropical Cyclones.

9. TERMS OF PAYMENT



Tropical Weather Service. Client agrees to pay the CWRC a fee of \$ 1500.00 per year, payable in one lump sum on or before June 1 of each contract year.



Forecast and Warning Service. Client agrees to pay the CWRC a fee of \$ N/A per year, payable in one lump sum on or before N/A 1 of each contract year or in twelve (12) monthly payments of \$ N/A due on the first day of each month of the contract year.

Payment will be considered past due at the end of the month of service. If this Agreement is cancelled before maturity, fees for the actual months of service will be recomputed. Charges will be retroactive and based on the applicable rate card.

10. PRICE MODIFICATIONS

At the end of each agreement year, the CWRC will reevaluate the pricing set forth herein and may make adjustments when necessary. In the event CWRC makes such an adjustment, CWRC shall provide written notice to the Client of the same. Client shall have thirty (30) days after its receipt of written notice of any price adjustment to terminate this Agreement.

[signature page to follow]

ACCEPTED

CLIENT

DocuSigned by:

Janice Mitchell

By: Janice Mitchell

Its: CFO

Date: 5/1/2024

UNIVERSITY OF SOUTH ALABAMA

By: Corey Bunn Digitally signed by Corey Bunn
Date: 2024.04.25 09:58:59
-05'00' 04/25/2024
Corey Bunn Date
Manager, CWRC

By: Trae Catrett 5/7/2024
Trae Catrett Date
Contract Officer

Approved as to form and legality:

DocuSigned by:

William E. Sexton

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William E. Sexton

City Attorney

Certificate Of Completion

Envelope Id: 8C918A4639174FCC876E561997A76C6D

Status: Completed

Subject: SIGNATURE: 2024 Coastal Weather Research Center Agreement (ELE/220448)

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Signatures: 2

Certificate Pages: 5

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Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

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plewis@ocalafl.org

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Signer Events

William E. Sexton


wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

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Janice Mitchell

jmitchell@ocalafl.org

CFO

City of Ocala

Security Level: Email, Account Authentication
(None)

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2024 1:09:07 PM
Envelope Updated	Security Checked	4/30/2024 2:55:42 PM
Envelope Updated	Security Checked	4/30/2024 2:55:42 PM
Envelope Updated	Security Checked	4/30/2024 2:55:42 PM
Certified Delivered	Security Checked	5/1/2024 8:18:40 AM
Signing Complete	Security Checked	5/1/2024 8:19:37 AM
Completed	Security Checked	5/1/2024 8:19:37 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.