

13. **CONSENT AGENDA**

- m. Approval of a contract between the City of Sanibel and meteorologist Dave Roberts at a 25% discounted rate for 5-years and authorize the City Manager to execute same

**AGREEMENT
BY AND BETWEEN
CITY OF SANIBEL
AND
DOPPLERDAVE, INC.**

THIS AGREEMENT, made and entered into this ___ day of _____, 2009, by and between the City of Sanibel, a municipal corporation, and Dopplerdave, Inc.

WITNESSETH:

In consideration of the mutual covenants and the agreements contained, the parties hereto agree as follows:

The term "client" applies to the City of Sanibel for the purposes of this Agreement.

1. Dopplerdave, Inc. will provide to the client the following specialized meteorological services, unless otherwise stated:
 - (a) Participate as requested in the evaluation of the community's preparation and execution of its hurricane disaster plan.
 - (b) Hurricane seminars or training sessions, focused on meteorological content, and within reasonable number, are provided at no charge.
 - (c) Provide consultation to the client's designated managers when a hurricane or tropical storm is threatening the Florida region. These consultations offer interpretations, site-specific risks dealing with vulnerabilities to weather, and Dopplerdave, Inc. forecasts. Fax or e-mail updates may be used to substitute telephone reports, depending on the severity of the situation. The sole purpose of the updates is to inform the decision-

making managers as to future weather conditions and threats. The written/typed reports are proprietary information and may not be resold or offered by the client in whole or part to any other third party or subsidiary. In lieu of this proprietary information, a free website is offered by Dopplerdave, Inc. for the general public to view weather information. This in no way prevents the client from presenting a summary or summation of the Dopplerdave report to the client's dependents relevant to the client's decisions or planning.

2. In consideration for said specialized forecasting, training, and consultation services, the client will make 5 annual payments of \$6,000.00 to Dopplerdave, Inc., the first of which shall be for the City's 2009-2010 fiscal year and be paid within thirty (30) days of the approval of this Agreement by the City. The remaining four (4) payments shall be invoiced by Dopplerdave, Inc. and paid by the City on or before October 1st of each remaining year of the term of this Agreement. It is understood that hurricane season is June through November, but tropical and non tropical storms can happen anytime of the year.

3. Public and media relations are not offered under this agreement, as the provided services are considered internal consultation, designed for decision making managers. It is understood Dave Roberts is the CEO and Chief Meteorologist for Dopplerdave, Inc. and is not operating as a representative of any media organization for the purposes of this agreement and should not be viewed as such.

4. The parties recognize that meteorology is not an exact science and therefore Dopplerdave, Inc, is not to be held responsible for damage, injury, or loss of life resulting from weather phenomena of any type and the client will not hold or consider Dopplerdave, Inc. liable for its predictions.

5. This agreement is effective from October 1, 2009 to September 30, 2014.

6. Changes to this agreement in whole or part shall only be effective if in writing and signed by the parties hereto.

7. It is understood and agreed that either party to this agreement may, with our without cause, terminate said agreement upon six (6) months prior written notice.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year written above.

WITNESSES:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

DOPPLERDAVE, INC.

By: _____
Dave Roberts, President

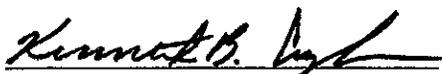
ATTEST:

Pamela Smith, City Clerk

CITY OF SANIBEL,
a municipal corporation

By: _____
Mick Denham, Mayor

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney