

**CITY OF NORTH MIAMI
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT (hereinafter, this "Agreement") is entered into this 22nd day of December, 2020, by and between **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and StormSensor, Inc. (hereinafter "Vendor").

RECITALS

WHEREAS, Vendor has made its product available for use at various City facilities; and

WHEREAS, Vendor will donate thirty (30) storm sensors to the City that will monitor sea level rise and water capacity in the City's storm pipes; and

WHEREAS, Vendor will provide installation and monitoring services free of charge to the City.

NOW THEREFORE, in consideration of these recitals and the following terms, the sufficiency and adequacy of which are hereby acknowledged, and as evidenced by their signatures below, the City and Vendor agree as follows:

1. The recitals set forth above are incorporated herein by reference. The Vendor will install the storm sensors at locations approved by the City.
2. Right of Entry. City hereby grants the Vendor and its employees and agents access to, on, and over such of its property as is necessary, in the City's sole opinion, for the installation, and subsequent inspection, of the storm sensors.
3. Release, Waiver, and Discharge. Vendor hereby releases, waives, and forever discharges the City and its employees and agents from any and all actions, causes of action, complaints, claims, demands, administrative charges, legal rights, compensation, obligations, damages, liabilities, costs, and other expenses, including attorneys' fees, in any manner related to the installation of the storm sensors, and presence on City property, whether such damages are caused by accident, negligence, recklessness, or intentional act.
4. Indemnification. The City assumes no liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation of said storm sensors. Vendor acknowledges that the City's participation in the installation of the storm sensors imposes no responsibility or liability, of any kind, on the City, its agents, officials, officers, or employees, for damages resulting from said installation of the storm sensors, and Vendor agrees to defend, indemnify, and hold the City harmless from any death, personal injury, or property damage, resulting from the installation.
5. Covenant Not to Sue. Vendor agrees to forever refrain from filing or otherwise initiating any action, charge, claim, demand, grievance, or other legal action against the City over matters released or waived herein.
6. Maintenance, Repair, and Inspection. Once the storm sensors have been installed, they shall become the property of the City. The Vendor shall have the right to inspect the storm sensors following their installation, in order to provide monitoring services and to determine if they are being appropriately maintained and repaired.

7. Authority. Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement, and such instruments as are necessary to convey any of the rights purported to be transferred, herein, on behalf of the party for whom he or she signs, and that his or her signature binds such party.

8. Entire Agreement. City and Vendor agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between the parties, with respect to the subject matter hereof. All prior understandings, representations, and agreements are merged into this Agreement. No representation, promise, covenant, or agreement of any kind whatsoever, other than those recited herein, have been made as consideration for the release and discharge effected by this Agreement, and Vendor gives this release and discharge for the sole consideration recited herein.

9. Miscellaneous. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida and venue shall lie in Miami-Dade County, Florida. This Agreement shall be binding upon the parties hereto, and their successors and assigns. This Agreement may not be modified, except by a writing duly signed by each of the parties hereto. This Agreement may be executed in one or more counterparts, all of which shall be an original, and each of which, taken together, shall be one and the same instrument.

10. Notice. Any notice hereunder shall be in writing, sent to each party at the address shown below, by hand delivery or overnight courier.

If to the City: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Manager

With copies to: City of North Miami
776 N.E. 125th Street
North Miami, FL 33161
Attn: City Attorney
Attn: CP&D Director

If to Vendor: Stormsensor, Inc.
Erin Rothman, Registered Agent
13131 Mukilteo Speedway, Suite 103
Lynnwood, WA, 98087-5387

14. Acceptance of Terms of the Agreement. Vendor agrees and acknowledges that it has been given a reasonable period of time within which to review this Agreement and to consider its options fully, including the legal claims and rights which are being released, and its obligations under this Agreement. Based upon its review, Vendor acknowledges that it fully and completely understands and accepts the terms of this Agreement and enters into it freely, voluntarily, and of its own accord.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and the year first above written.

ATTEST:

Corporate Secretary or Witness:

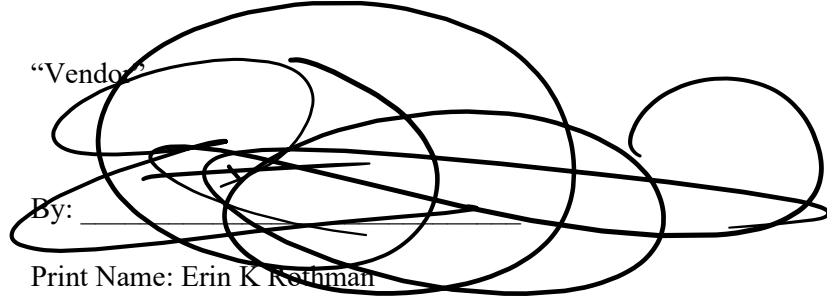
By: 

Print Name: Doug K Wurst

Title: Witness

Date: December 22, 2020

“Vendor”

By: 

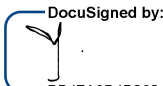
Print Name: Erin K Rothman

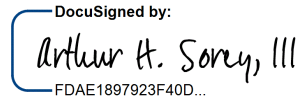
Title: CEO

Date: December 22, 2020


ATTEST:

City of North Miami, a Florida municipal Corporation:
“City”

By: 
BB47A3B4B262492...
Vanessa Joseph, Esq.
City Clerk

By: 
FDAE1897923F40D...
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
Legal sufficiency:

By: 
8AF8443D714D491...
Jeff P. H. Cazeau
City Attorney