

**AGREEMENT BETWEEN THE
CITY OF PORT ST. LUCIE, FLORIDA
AND
IN DEPTH SERVICES, INC.
FOR
DIVING AND CLEANING SERVICES
(PIGGYBACK COMPETITIVE AWARD)**

THIS DIVING AND CLEANING SERVICES AGREEMENT (“Agreement”) is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 (“City” or “Purchaser”) and **IN DEPTH, INC.**, a Florida profit corporation, whose mailing address is 1473 Old Haw Creek Road, Bunnell, FL 32110 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

RECITALS

WHEREAS, the City Utility Systems Department requires goods and services of Contractor pursuant to Contract 21-53, competitively procured by Bay County Board Of County Commissioners (“BOCC”) for Diving Inspection and Cleaning Services, including its amendments and addenda (collectively referred to as “Contract Documents” or as the “Contract”); and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor and Bay County BOCC, including any and all contract renewals, amendments and change orders, substituting the “Bay County BOCC” for the “City of Port St. Lucie” in all places for the locations identified in Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, the term of the Contract is in effect until September 30, 2023 pursuant to the Contract Renewal dated September 26, 2022; and

WHEREAS, the City of Port St. Lucie has the authority to enter into this Agreement pursuant to Page 7 of the ITB authorizing; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor acted at all times in accordance with Florida law when bidding and the competitive procurement method used by Bay County BOCC is consistent with the purchasing policies and requirements of the City,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The Recitals are hereby incorporated herein as forming the intent, purpose and scope of this Agreement.

Section 2. Terms and Conditions. The parties agree as follows:

A. Pursuant to Sec. 2 of the Contract, the Contract commenced on October 11, 2021 and continues through September 30, 2022. Upon mutual agreement between Bay County BOCC and the Contractor, the contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

B. Except where the context requires otherwise, such as for, but not limited to, compliance with City ordinances and regulations, “City of Port St. Lucie” shall be deemed substituted for the “Bay County BOCC” with regard to any and all provisions of the Contract and Contract Documents, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.

C. In the event of conflict between the Contract, Contract Documents or this Agreement, the terms and conditions in this Agreement shall supersede and take precedent over the Contract.

D. Nothing in this Agreement, amendments or any other Contract Documents shall be deemed to affect the rights, privileges, and immunities of the City as set forth in s. 768.28, Florida Statutes, nor shall be a waiver of City’s sovereign immunity, whether by contract or by law. This clause shall survive termination of this Agreement.

E. The parties acknowledge and agree that the effectiveness of the Agreement is contingent upon approval and an annual budget appropriation by the City Council.

F. The City may be tax exempt and will share its tax-exempt certificate upon request.

G. The City reserves the right to terminate this Agreement or related amendments, attachments or addenda at any time with or without cause without penalty.

H. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any conflict of law provision. Venue shall be in St. Lucie County, Florida.

I. The parties agree that in all instances the City’s liability is limited to the monetary amounts set forth in s. 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If Contractor does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
- E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the does not transfer the records to CITY.
- F. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Contractor or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems

of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

G. A Contractor who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Section 5. Scrutinized Vendors List. By renewing a contract with the City, a Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, to permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes are met.

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

CITY OF PORT ST. LUCIE,
A Florida municipal corporation

Caroline Sturgis
Purchasing Agent

Date: _____

CONTRACTOR
IN DEPTH SERVICES, INC.



Zachary Rogers/President
Authorized Representative

Date: 11/4/22 _____