

EMERGENCY RESPONSE MITIGATION AND RESTORATION SERVICES AGREEMENT

This Emergency Management Resources Agreement (this “Agreement”), is entered into as of this 1st day of July, 2025 (the “Effective Date”) by and between the CITY OF CLEARWATER, FLORIDA (“City”) and SLSCO LTD., a Texas limited partnership duly authorized to do business in the State of Florida (“Contractor”), individually referred to as the “Party” and collectively referred to as the “Parties.”

WHEREAS, the City of Clearwater issued a Request for Proposal entitled *Request for Proposal 26-25 Emergency Response Mitigation and Restoration Service* dated April 11, 2025 (the “RFP”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Contractor submitted a response to the RFP (the “Proposal”) and was notified of its selection as awardee by Notice of Award dated [_____, 2025] (the “Notice of Award”); and

WHEREAS, the City wishes to engage Contractor, and Contractor wishes to provide those services described in the RFP from time to time on behalf of the City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein exchanged, and for other good and valuable consideration, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide emergency response mitigation and restoration services as described in the *Detailed Specifications* set forth in Section 5 of the RFP, and in Purchase Orders subsequently assigned to Contractor by the City pursuant to this Agreement, each of which shall be incorporated herein as an Exhibit B (B-1, B-2, etc.).

a. Contract Documents. The “Contract Documents” are comprised of the following:

- i. This Agreement (including amendments hereto)
- ii. EXHIBIT A: the RFP
- iii. EXHIBIT B: Purchase Orders issued to Contractor hereunder
- iv. EXHIBIT C: Contractor’s Proposal (*including Pricing*)

b. Order of Precedence. In the event of a conflict in terms or provisions of these exhibits or between any of the components of this Agreement, the order of precedence for resolving such conflict shall be as follows with (i) being the highest:

- i. Exhibit A: the RFP
- ii. The express terms of this Agreement, minus Exhibits
- iii. Exhibit B: Purchase Orders issued to Contractor hereunder
- iv. Exhibit C: Contractor’s Proposal (*including Pricing*)

2. Term. This Agreement shall begin upon the Effective Date and shall continue for a period of one (1) year (the “Initial Term”) with the option to renew for up to four (4) additional one-year terms (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), provided both parties agree and the terms and conditions remain the same, unless earlier terminated as set forth herein.

3. Scope of Work. The Scope of Work shall be included in each Purchase Order issued to Contractor hereunder, but generally includes emergency mitigation and restoration services at City-owned facilities or sites as directed caused by wind and water due to events including but not limited to flooding, windstorm, lightning, failures due to electrical, plumbing, mechanical failures, or any other incidents which may cause damage to City property, as described in Section 5 of the RFP entitled *Detailed Specifications*. Contractor shall plan and carry out all work in a professional, efficient and satisfactory manner. All personnel, including subcontractors, shall conduct themselves with courtesy and professionalism.

4. Invoicing and Payment. Contractor shall invoice the City on a per-event and per location basis according to the terms and conditions contained in the agreement for all services provided in accordance with the rates set forth on the Pricing Sheet included with Contractor’s Proposal. If the emergency services require both water mitigation and reconstruction services, Contractor shall provide separate ROM estimates for each of the categorized services as outlined below. These ROM estimates shall be submitted for City approval prior to work commencement. Costs must be itemized for labor, materials, equipment, and specialty subcontractors. Any additional fees outside those listed on the Pricing Sheet shall be uploaded as a separate attachment.

a. Water Mitigation ROM and Payment Terms.

- i. The initial ROM for water mitigation services will cover all work related to water extraction, drying and other mitigation tasks, and consumables related thereto.
- ii. Upon City’s approval of the Water Mitigation ROM, City shall issue a formal Notice to Proceed and Contractor may submit a Mobilization Draw of twenty-five percent (25%) of the approved ROM for water mitigation services.
- iii. Contractor shall submit separate invoices for the approved and completed services described in the Water Mitigation ROM pursuant to the following schedule:
 1. First draw = 25% (at time of mobilization / start up)
 2. Final draw = 100% completion
- iv. The City’s authorized representative will assist in the assessment for validation of the percentage of work completed and approve payments based on verified milestones.

b. Reconstruction ROM and Payment Terms.

- i. The ROM for reconstruction services will cover all tasks related to the repair or rebuilding of the affected infrastructure, structures, or systems.

- ii. Upon City's approval of the Reconstruction ROM, City shall issue a formal Notice to Proceed and Contractor may submit a Mobilization Draw of twenty-five percent (25%) of the approved Reconstruction ROM.
- iii. The Contractor shall submit separate invoices for the approved and completed services described in the Reconstruction ROM based on the percentage of work completed for reconstruction tasks, subject to the City's verification of completed milestones, pursuant to the following schedule:
 - 1. First draw = 25% (at time of mobilization / start up)
 - 2. Second draw = 50% completion
 - 3. Final draw = 100% completion
- iv. The City's authorized representative will assist in the assessment for validation of the percentage of work completed and approve payments based on verified milestones.

c. All invoices shall include the following information:

- i. Site Location Address
- ii. Loss Date (date of incident damage)
- iii. Service Period
- iv. Services/Product rendered
- v. Unit prices in accordance with Pricing Sheet and/or additional fees
- vi. Unique invoice number
- vii. Purchase Order (PO) number

d. Contractor invoices shall be payable by the City thirty (30) days after receipt. In the event that any portion of a submitted invoice is rejected or requires additional supporting documentation, the City shall pay the undisputed portion and Contractor shall be given reasonable time to provide the requested backup for any such disputed amounts.

e. Contractor acknowledges that the City may submit its costs incurred in connection with this Agreement and the services provided herein to FEMA for reimbursement; provided, however, that the City shall be solely responsible for payment of Contractor invoices as described herein.

f. The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

5. Termination.

a. Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) calendar days' written notice to the other Party.

b. Termination for Conflict of Interest. The City may terminate this Agreement, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating this Agreement for the City becomes an employee or agent of Contractor.

c. Termination for Non-Appropriation and Modification for Budgetary Constraints. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines, in its sole discretion, that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate this Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

d. Payment to Contractor Upon Termination. Upon termination of this Agreement for any reason, Contractor will be entitled to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

6. Default.

a. A Party will be in default if that Party: (i) is or becomes insolvent or is a Party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under this Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of this Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred or suspended in accordance with the Clearwater Code of Ordinances Section 2.565 or if Contractor is debarred or suspended by another governmental entity.

c. Notice and Opportunity to Cure. In the event a Party is in default then the other Party may, at its option and at any time, provide written notice to the defaulting Party of the default. The defaulting Party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting Party to provide notice of the default does not waive any rights under this Agreement.

d. Anticipatory Repudiation. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of this Agreement.

7. Indemnification. *The Indemnification/Liability provisions set forth in Section 4.25 of the Standard Terms and Conditions in the RFP shall govern and control and such Section 4.25 is incorporated herein by reference.*

8. Limitation of Liability. Neither Party, nor their respective principals, partners, officials, employees or agents, shall be liable to the other for indirect, punitive, exemplary or consequential damages. Neither Party's officers, directors, officials, agents or employees shall have personal liability to the other Party under this Agreement except in cases of fraud or intentional misconduct.

9. Insurance. *Contractor shall comply with the Insurance Requirements set forth in Article 6 of the Standard Terms and Conditions contained in the RFP, which Article 6 is incorporated herein by reference.*

10. Entire Agreement. This Agreement, including all documents or exhibits attached hereto and incorporated by reference, contains the entire agreement between the Parties with respect to the subject matter hereof and all prior or contemporaneous agreements or understandings whether written or oral are merged into this Agreement. No modification or amendment shall be valid unless made in writing, signed by the Parties, and approved as required.

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

12. Counterparts; Captions. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same Agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures. The section captions and/or headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Notices. Unless otherwise specified, notices given pursuant to this Agreement shall be effective upon receipt and given in writing, sent via certified or registered mail with return receipt requested, commercial delivery service with delivery confirmation, or hand delivery, and addressed as follows:

To the City:
City of Clearwater
Attn: Procurement Office
[]
Clearwater, FL [] }

To the Contractor:
SLSCO, LTD.
Attn: Matt Tindall
P.O. Box 17017
Galveston, TX 77552

14. Jointly Drafted Agreement. The Parties agree that they participated jointly in negotiating and drafting this Agreement and that no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear, or otherwise, in favor of or against any Party by reason of that Party's role in drafting this Agreement.

15. Standard Terms and Conditions. The *Standard Terms of Conditions* included as Article 4 of the RFP are expressly incorporated herein by reference as if fully set forth in this Agreement. Failure to specifically reference any term or condition contained in Article 4 *Standard*

Terms and Conditions shall not be deemed a waiver or release of their applicability to this Agreement and the services to be performed by Contractor on behalf of the City.

[Signatures on following page]

Signature page of Services Agreement

IN WITNESS WHEREOF, the Parties have agreed to the foregoing, intending to be legally bound hereby.

CITY OF CLEARWATER

SLSCO LTD.

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

Exhibit A

Request for Proposal 26-25 Emergency Response Mitigation and Restoration Service

(attached)

Exhibit B

Purchase Orders issued to Contractor hereunder (B-1, B-2, etc.)

EXHIBIT C

Contractor's Proposal (*including Pricing*)

(attached)