

CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2021, by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City," P.O. Box 4748, Clearwater, Florida 33758 and DIVECOM SERVICES, LLC, a Florida Limited Liability Company, hereinafter referred to as "DIVECOM," 1323 20th Ave. E., Palmetto, FL 34221.

WHEREAS, the City sought proposals from qualified contractors for the removal, towing, storage, and/or disposal of designated marine vessels located in City of Clearwater waterways; and

WHEREAS, DIVECOM was the qualified vendor selected, and has agreed to provide the requested services; and

NOW THEREFORE, in consideration of the promises stated herein, the City and DIVECOM mutually agree as follows:

1. SCOPE OF PROJECT.

DIVECOM agrees to provide vessel removal, towing, storage, and/or disposal services under the terms and conditions set forth in Request for Proposal (RFP) No. 09-21, *Marine Vessel Removal, Towing, Storage, and Disposal Services*, DIVECOM's response and proposal dated December 8, 2020, and Addendum dated March 16, 2021. These documents are hereby incorporated by reference and made a part hereof.

2. TIME OF PERFORMANCE.

The initial Contract Term shall commence on May 6, 2021 and end

May 5, 2022. Three (3), one (1) year renewals are possible at the City's option.

3. COMPENSATION.

The City will pay DIVECOM for services rendered as described in attached **Exhibit A – Fee Schedule and Addendum dated March 16, 2021**, attached. The City may, from time to time, require changes in the scope of the project of DIVECOM to be performed hereunder. Such changes, including any increase or decrease in the amount of DIVECOM's compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and DIVECOM shall be effective when incorporated in written amendment to this Contract.

4. METHOD OF PAYMENT.

DIVECOM's invoices shall be submitted to the City for approval for payment on a Net 30 basis. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. NOTICES AND CHANGES OF ADDRESS.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or

if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

DIVECOM SERVICES, LLC.

City of Clearwater

Devin Boersma
Managing Director

Maj. David Dalton
Support Services Division
Clearwater Police Department
645 Pierce Street
Clearwater, Florida 33756

1323 20th Ave East
Palmetto, FL 34221

(813) 321-3232
office@divecom.us

(727) 562-4299
david.dalton@myclearwater.com

6. TERMINATION OF CONTRACT.

Termination by the City is pursuant to RFP No. 09-21 Terms and Conditions.

7. INDEMNIFICATION AND INSURANCE.

DIVECOM agrees to comply with all terms, provisions, and requirements contained in RFP No. 09-21, made a part hereof as if said document were fully set forth at length herein.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, DIVECOM shall transfer, assign and make available to City or its representatives all property and materials in DIVECOM's possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

DIVECOM covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

DIVECOM agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

13. CONDITIONS AND ASSURANCES.

A. Access to Records: DIVECOM agrees that City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of DIVECOM for the purposes of making audit, examination, excerpt, and transcripts.

B. Retention of Records: DIVECOM will be required to comply with Section 119.0701, Florida Statutes, specifically to:

a. Keep and maintain public records required by the City of Clearwater to perform the service;

b. Upon request from the City's Custodian of Records, provide the City of Clearwater with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that

does not exceed the cost provided in Chapter 119 or as otherwise provided by law;

c. Ensure that public 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 DIVECOM does not transfer to the City of Clearwater; and

d. Upon completion of the contract, transfer, at no cost, to the City of Clearwater all public records in DIVECOM's possession or keep and maintain public records required by the City of Clearwater to perform the service. If DIVECOM transfers all public records to the City of Clearwater upon completion of the contract, DIVECOM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DIVECOM keeps and maintains public records upon completion of the contract, DIVECOM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Clearwater, upon request from the City of Clearwater's Custodian of Public Records, in a format that is compatible with the information technology systems of the City of Clearwater.

IF DIVECOM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DIVECOM'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS, ROSEMARIE CALL AT 727-562-
4090, rosemarie.call@myclearwater.com, One Clearwater Tower, 600 Cleveland
St. Ste 600, Clearwater, FL, 33755.

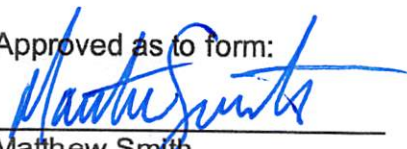
IN WITNESS WHEREOF, the parties hereto have executed this Contract
as of the date set forth above.

Countersigned: CITY OF CLEARWATER, FLORIDA

Frank Hibbard
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:



Matthew Smith
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Attest:

DIVECOM SERVICES, LLC.

Print Name: _____
Secretary

By: 

Devin Boersma
Managing Director