

CONTRACT

THIS CONTRACT, entered into this ____ day of _____, 20__, by and between the CITY OF CLEARWATER ("City"), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and (Name of Company) ("Vendor"), a (State) corporation, (Company's Address).

WHEREAS, the City (statement of why the City is entering into the Contract – summarize the background of the RFP).

WHEREAS, (Vendor) agrees to (statement of what the other party will perform or name of services to be provided).

WHEREAS, the City selected Vendor based on Request for Proposal ("RFP") ##-## and responses by Vendor to RFP ##-##.

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

1. SCOPE OF PROJECT.

(Vendor) agrees to provide (description of services) services under the terms and conditions set forth in RFP ##-##, and (Vendor's) response dated _____, and described in attached **Exhibit A – Scope of Work**.

2. TIME OF PERFORMANCE.

The initial Contract Term shall commence on _____ and end _____.

State renewal option from RFP.

3. COMPENSATION.

The City will pay (Vendor) a sum not to exceed \$_____ as described in attached **Exhibit B – Fee Schedule**, inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of

the project. Such changes, including any increase or decrease in the amount of **(Vendor's)**'s compensation, and any other changes in the terms of this Contract which are mutually agreed upon by and between City and **(2nd Party)** shall be effective when incorporated in written amendment to this Contract, upon mutual agreement.

4. METHOD OF PAYMENT AND ANNUAL APPROPRIATIONS.

(Vendor's) fees will be invoiced monthly and submitted to the City for approval and payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

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.

(Company Name)

City of Clearwater

Name

Name

Title

Title

Address

P.O. Box 4748
Clearwater, Florida 33758

Telephone #

Telephone #

6. **RFP ##-##, STANDARD TERMS AND CONDITIONS.**

All terms and conditions as set forth in RFP ##-##, Standard Terms and Conditions are incorporated by reference and attached hereto as **Exhibit C.**

7. **INSURANCE REQUIREMENTS.**

Insurance Requirements are set forth in **Exhibit D**, which is incorporated by reference and attached hereto.

8. **PROPRIETARY MATERIALS.**

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

9. **INTERESTS OF PARTIES.**

(Vendor) 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.**

(Vendor) agrees to comply with all applicable federal, state and local laws during the life of this Contract. Vendor shall be responsible for obtaining and maintaining any licenses, permits, documents, or other permissions necessary for Vendor's operation.

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.

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

(If approved by Council)

CITY OF CLEARWATER, FLORIDA

Countersigned:

Frank V. Hibbard
Mayor

By: _____
Jon P. Jennings
City Manager

Approved as to form:

Attest:

(Name)
Assistant City Attorney

Rosemarie Call
City Clerk

(NAME OF COMPANY)

Attest:

Print Name: _____
Secretary

By: _____
Print Name: _____
Title: _____