

Agreement

THIS AGREEMENT (“**Agreement**”) is made and agreed to by and between _____ (“**Vendor**”) and the City of St. Petersburg, Florida (“**City**”) (collectively, “**Parties**”).

1. **Sale of Goods.** The City may purchase from Vendor any of the goods set forth or described in the attached CSP BPA FORM or CSP CPA FORM, as applicable (“**BPA/CPA Form**”) or any attachment to the BPA/CPA Form (if such attachment is specifically referenced in the BPA/CPA Form), as applicable (“**Goods**”), in the quantities desired by the City. Any such Goods and quantities will be set forth in individual purchase orders issued by the City (individually, “**Purchase Order**” and collectively, “**Purchase Orders**”). The Purchase Orders will be incorporated herein by reference upon issuance.

2. **Components.**

A. Except as otherwise provided in paragraph 29 of this Agreement, the agreement components are this Agreement, any Purchase Order issued by the City pursuant to this Agreement, including any attachments to the Purchase Order if such attachments are specifically referenced in the Purchase Order, and the following documents, which are made a part hereof by reference (“**Other Documents**”):

- | | | |
|-------|--|-------------------------|
| (i) | | (“ Document 1 ”) |
| (ii) | | (“ Document 2 ”) |
| (iii) | | (“ Document 3 ”) |
| (iv) | | (“ Document 4 ”) |

B. In the event of an inconsistency or conflict between or among the documents referenced in paragraph 2A, the following order of precedence governs (except as provided in paragraph 29 of this Agreement): (i) this Agreement, (ii) the Purchase Order, exclusive of any attachments; (iii) any attachments to the Purchase Order if such attachments are specifically referenced in the Purchase Order, then (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence is the order the documents are listed above (e.g. Document 1 governs over Document 2, Document 2 governs over Document 3, etc.).

3. **Payment.**

- A. Pricing. Provided Vendor faithfully performs its obligations contained herein and the City has accepted the Goods in accordance with this Agreement, the City shall pay Vendor for the Goods set forth in the applicable Purchase Order in accordance with this Agreement pursuant to the unit prices set forth or described in the BPA/CPA Form or in an attachment to the BPA/CPA Form (if such attachment is

specifically referenced in the BPA/CPA Form, as applicable) (“**Unit Prices**”), an amount not to exceed the total set forth in the BPA/CPA Form (“**Agreed Amount**”). The Agreed Amount is inclusive of all delivery costs and Vendor’s warranty obligations under this Agreement. The Unit Prices and the Agreed Amount may be increased only in strict accordance with this Agreement.

- B. Invoices. Vendor shall invoice the City upon each delivery of Goods or portion thereof. Vendor shall not invoice the City for any Goods prior to the delivery of such Goods. All invoices must be submitted to ap@stpete.org and must contain the following information:
1. City’s Purchase Order number,
 2. Name of Vendor,
 3. Date of preparation of invoice,
 4. Vendor’s invoice number,
 5. Address to which the City is to send payment,
 6. A description of the Goods, including quantities, unit prices, and extensions,
 7. Discount payment terms, if applicable, and
 8. Name of requesting City department for whom the Goods were shipped.
- C. Payment. If the City accepts the Goods described in each invoice in accordance with this Agreement, the City shall pay each invoice in accordance with the Local Government Prompt Payment Act.
- D. Discounts. If the City is entitled to a discount for the early payment of invoices, the discount period will commence on the date of the City’s receipt of an invoice submitted in compliance with the requirements of this Agreement. If an adjustment to payment is necessary due to damage to the Goods, the discount period commences on the date the City accepts the Goods in accordance with this Agreement.
- E. Firm Prices. Vendor warrants that the Unit Prices will remain firm for the initial Twelve-Month Period (as defined below).
- F. Price Escalation/De-Escalation. After the initial Twelve-Month Period, Vendor and the City may make a request for an adjustment of the Unit Prices in accordance with the procedures set forth in the Other Documents and any specifically referenced attachments to the CPA/BPA Form by submitting such request in writing to the other party. Such request must include a written explanation and detailed supporting documentation as justification for such adjustment of the Unit Prices. Increases in the Unit Prices will not be effective except if agreed to in writing by both Parties. Any adjustment to the Unit Prices will establish the new base Unit Prices from which any subsequent price adjustment will be calculated.

4. **Delivery.**

- A. Date and Location. The Goods must be delivered to the shipping location set forth in the Purchase Order in accordance with the delivery date(s) specified in the Purchase Order. Time is of the essence as to Vendor's obligation to deliver the Goods in accordance with this Agreement.
- B. Documentation. Unless otherwise agreed to by the City in writing, all deliveries made by Vendor pursuant to the Purchase Order must be accompanied by delivery tickets or sales slips which must contain the following information:
- (i) Name of Vendor,
 - (ii) Purchase Order Number,
 - (iii) Description of Goods delivered (including model number and City's inventory item number if applicable),
 - (iv) Quantity of each of the Goods, and
 - (v) Date of shipment of the Goods.
- C. Default. In the event Vendor fails to deliver the Goods in accordance with the delivery date(s) specified in the applicable Purchase Order, the City may order substitute goods from another vendor and recover from Vendor as damages the difference between the cost of cover and the price of the Goods under this Agreement. The City may also recover from Vendor any incidental or consequential damages. Failure of the City to effect cover does not bar it from any other remedy.
- D. Third-Party Delivery. The Vendor may use a third party to deliver any Goods without prior approval of the City if the Vendor guarantees that the applicable third party has insurance coverage that meets or exceeds the following:
- (i) Commercial general liability insurance in an amount of at least \$1,000,000 per occurrence, \$2,000,000 aggregate in occurrences form. This policy must include coverage for (i) bodily injury; (ii) property damage; (iii) personal and advertising injury; (iv) products and completed operations; and (v) contractual liability under the Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired, and non-owned vehicles.
 - (iii) Workers' compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

5. **Term.** This Agreement commences on the Effective Date set forth in the BPA/CPA Form, and terminates on the End Date set forth in the BPA/CPA Form ("**Term**"), unless this Agreement is earlier terminated or later renewed as provided for herein. The City reserves

the right to extend this Agreement for the renewal period set forth in the Supplier Notes on the BPA/CPA Form, if applicable, provided such extension is mutually agreed to by both Parties in writing. References in this Agreement to “Term” shall include the initial term and all renewal terms. All references to a “**Twelve-Month Period**” shall mean the initial twelve (12) month period beginning on the Effective Date, and all consecutive twelve (12) month periods thereafter throughout the Term.

6. **Inspections and Acceptance.**

- A. Inspection. The City has a right to inspect the Goods within a reasonable time not to exceed ten (10) business days after delivery to determine whether the Goods conform to the Specifications (as defined herein).
- B. Acceptance. The City shall accept the Goods delivered pursuant to each Purchase Order if all of the Goods for that Purchase Order fully conform to the Specifications and the requirements of this Agreement.
- C. Nonconforming Goods. The City will notify Vendor within fifteen (15) business days of the City’s receipt of the Goods of any discovery by the City of non-conformance of any of the Goods with the Specifications (“**Non-conformance**”). Vendor shall correct the Non-conformance or exchange the defective Goods with replacement Goods within a reasonable time mutually agreed to by the Parties, at no additional cost to the City. Vendor’s failure to timely correct any Non-conformance is grounds for the City to reject and return to Vendor any or all Goods delivered pursuant to the Purchase Order at no additional cost to the City. In the event the City rejects any or all of the Goods due to Non-conformance, the City may order substitute goods from another vendor and recover from Vendor as damages the difference between the cost of cover and the price of such Goods under this Agreement. The City may also recover from Vendor any incidental or consequential damages. Failure of the City to effect cover does not bar it from any other remedy.

7. **Warranties.**

- A. Scope. In addition to any other warranties that may exist, including but not limited to any warranties set forth in the BPA/CPA Form, applicable Purchase Orders (including any attachments thereto) and any warranties offered or accepted by Vendor in the Other Documents, Vendor warrants that as of the City’s acceptance of the Goods, the Goods will (i) conform to the specifications set forth or described in the Purchase Order (including any attachments thereto) or the specifications set forth in the Solicitation Documents, if any (“**Specifications**”); (ii) be free from defects in materials and workmanship; and (iii) be fit for the purpose for which such Goods are ordinarily employed and, if applicable, for the purpose(s) set forth in the Solicitation Documents. Vendor further warrants that the Goods will function and

perform properly, as determined by the City, for a period of twelve (12) months after the City's acceptance of the Goods. To the extent longer warranty periods are set forth in the BPA/CPA Form, a Purchase Order (including any attachments thereto) or the Other Documents, such longer warranty periods apply.

- B. Remedy. In the event the City discovers during the applicable warranty period that the Goods or any portion or parts thereof were not as warranted, the City shall notify Vendor within ten (10) business days after discovery, and Vendor shall repair or replace the defective Goods or parts at no cost to the City within a reasonable time mutually agreed to by the Parties. Repaired or replaced Goods or parts will be warranted as new Goods are warranted pursuant to this Agreement. This paragraph may not be construed to limit the remedies available to the City, including but not limited to the City's right to recover incidental or consequential damages from Vendor in the event Vendor fails to meet the warranty obligations set forth herein.
8. **Termination**. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days' written notice to Vendor. Further, the City may terminate this Agreement as provided in Florida Statute sections 287.135 and 448.095. Termination of this Agreement acts as a termination of the BPA/CPA Form, the Purchase Orders (including attachments thereto), and the Other Documents.
9. **Title and Risk of Loss**. Title to and risk of loss in the Goods remains with Vendor until the City takes possession and accepts the Goods in accordance with this Agreement.
10. **Clear Title**. Vendor shall deliver the Goods to the City with clear title and free of all liens, claims, or encumbrances of any kind.
11. **Non-Exclusive Agreement**. This Agreement imposes no obligation on the City to utilize Vendor for the exclusive purchase of all goods of this type. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar goods if it deems such action to be in the City's best interest.
12. **Contract Adjustments**.
- A. The City may make additions, deletions or modifications to the Goods ordered under any Purchase Order ("**Contract Adjustments**") in whatever manner the City determines to be reasonably necessary and without Vendor's consent at any time before Vendor sends such Goods out for delivery; provided, however that the City may modify the Purchase Order at any time after Vendor sends such Goods out for delivery through a writing agreed to by both Parties ("**Change Orders**").
- B. There may be no increase in the Unit Prices or the Agreed Amount on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Vendor or its employees, agents

or subcontractors to properly perform their obligations and functions under this Agreement.

- C. Notwithstanding anything to the contrary contained in this Agreement, there may be no increase in the Unit Prices or the Agreed Amount except pursuant to a Change Order agreed to in writing by both Parties.
13. **Notices.** Unless and to the extent otherwise provided for in this Agreement, all notices, demands, requests for approvals and other communications that are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, or upon the date delivered by overnight courier (signature required) to the address(es) for each party set forth in the BPA/CPA Form.
14. **Indemnification.**
- A. Vendor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “**Indemnified Parties**”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “**Claims**”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (i) The performance of the requirements set forth in this Agreement by Vendor, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Vendor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as hereinafter defined); or
 - (iii) Any negligent act or omission of Vendor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Vendor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - (iv) Any reckless or intentional wrongful act or omission of Vendor, its employees, agents, representatives, or subcontractors; or

- (v) Any infringement or alleged infringement of the Goods, the City's use of the Goods (provided that Vendor was notified of the City's intended use or provided that such use is customary for goods of that type) or any materials or parts contained in the Goods upon any copyright, trademark, patent, or trade secret right of any party.
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Vendor pursuant to this Agreement or otherwise obtained by Vendor, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

15. **Insurance.**

- A. Vendor shall maintain the following types and amounts of insurance throughout the Term of this Agreement at its own expense:
 - (i) Commercial General Liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy must include coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability under this Agreement.
 - (ii) Commercial automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
 - (iv) Pollution Liability insurance with a minimum limit of \$1,000,000 per occurrence. Coverage shall apply to pollution losses arising from all services performed to comply with this Agreement. Coverage shall apply to sudden and gradual pollution conditions including discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants into or upon land, the atmosphere, or any watercourse or body of water. Coverage shall also include the cost of cleanup and remediation. Coverage shall include bodily injury, property damage, loss of use of tangible property whether or not it has not been physically injured or destroyed, cleanup and remediation costs, penalties or fines, and defense costs including costs incurred in the investigation or adjustment of the

claim. Coverage shall be provided both for the use of pollutants on site and during transit. Coverage may be provided by a standalone policy or by endorsements to other policies.

- B. All of Vendor's insurance policies, except Workers' Compensation, must name the Indemnified Parties as additional insureds.
 - C. All policies must provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
 - D. Vendor shall provide the City with Certificates of Insurance on a standard ACORD form, or similar form acceptable to the City, reflecting all required coverage. At the City's request, Vendor shall provide copies of current policies with all applicable endorsements.
 - E. All insurance required must be on a primary and noncontributory basis and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.
 - F. If the insurance carried by the Vendor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, will be deemed to be the requirement in this Agreement. If the Vendor's insurance limits are greater than the minimum limits set forth herein, then the Vendor's insurance limits will be deemed to be the required limits in this Agreement.
 - G. Vendor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or Claims which might give rise to a right of subrogation in favor of any insurance carrier.
 - H. The City reserves the right to change or alter the above insurance requirements as it deems necessary.
 - I. Vendor shall ensure that any third party performing delivery of the Goods meets the requirements identified in paragraph 4D.
16. **Successors and Assigns.** This Agreement inures to the benefit of and is enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
17. **Compliance with Laws.** Vendor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders

and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “**Laws**”) including but not limited to Florida Public Records laws. Vendor shall also comply with all applicable City policies and procedures. Vendor hereby makes all certifications required under Florida Statute section 287.135.

18. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.
19. **Force Majeure.** In the event that either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection, or other reason of like nature not the fault of the party (“**Permitted Delay**”), such party will be excused from any obligations affected by the delay for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay will be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.
20. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
21. **Assignment.** Vendor shall not assign this Agreement without the prior written consent of the City. Any assignment of this Agreement that is contrary to this paragraph is void and confers no rights upon the assignee.
22. **Subcontract.** Except as otherwise set forth in paragraph 4D, the hiring or use of outside services or subcontractors in connection with the performance of Vendor’s obligations under this Agreement is not permitted without the prior written approval of the City. The City’s approval of outside services or subcontractors may be withheld by the City in its sole and absolute discretion. Vendor shall promptly pay all subcontractors and suppliers.
23. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any

relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

24. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Vendor and its professional advisors. The City, Vendor and Vendor's professional advisors believe that this Agreement expresses the Parties' agreement and that this Agreement should not be interpreted in favor of either the City or Vendor or against the City or Vendor merely because of the Parties' efforts in preparing it.
25. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither party may use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Vendor may refer to the City in client lists.
26. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
27. **Governing Law and Venue.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
28. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, any person or entity that is not a party to this Agreement may not claim any benefit hereunder or as a third party beneficiary hereto.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. Any conflicting terms or conditions or any terms or conditions related to attorneys' fees, disclaimer of warranties, or indemnification set forth by Vendor in the Other Documents, a quote, invoice, or any other communication or document are void and of no effect, even if such communication or document is attached to this Agreement or the BPA/CPA Form, or any Purchase Order. This Agreement may be modified only if such modification is approved in writing by both Parties.
30. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in a writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any

provision of this Agreement may be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Vendor does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

31. **Headings.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
32. **Survival.** All obligations and rights of the Parties arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to Vendor's warranty obligations and those obligations and rights related to indemnification, survive such expiration or earlier termination.
33. **Release Limits.** In the event that any Purchase Order exceeds the individual purchase limit set forth in the BPA/CPA Form ("**Release Limit**"), Vendor shall immediately notify the City's Procurement & Supply Management Department (email is an acceptable form of notice for the purposes of this paragraph) that it has received a Purchase Order exceeding the Release Limit. If Vendor delivers Goods pursuant to any Purchase Order that exceeds the Release Limits without first notifying the City's Procurement & Supply Management Department in accordance with this paragraph, the City reserves the right to cancel any such Purchase Order and return any or all Goods ordered pursuant to that Purchase Order at no additional cost to the City.

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IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

VENDOR:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

By: _____
Stephanie Scarbrough, Director
Procurement & Supply Management

(SEAL)

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee)

00842057GOOD-02. Equipment/Goods (multi-year purchase) 10/14/2025