CITY OF KEY WEST GENERAL TERMS ADDENDUM

This General Terms Addendum ("Addendum") is attached to and incorporated into that certain **Atlantic Diving Supply, Inc, Proposal** dated **June 29, 2026, (the "Agreement")**, entered into between **Atlantic Diving Supply, Inc ("ADS")** and the **City of Key West, Florida, a Florida municipal corporation (the "City")**.

This Addendum forms part of the Agreement and applies to the Agreement and all exhibits, order forms, statements of work, proposals, quotes, or other documents incorporated into or executed pursuant to the Agreement**.**

In the event of any conflict or inconsistency between this Addendum and the Agreement, including any exhibit, attachment, order form, statement of work, proposal, quote, website terms, or click-through terms, the terms of this Addendum shall control.

Except as expressly modified by this Addendum, all other terms and conditions of the Agreement remain in full force and effect.

1. Order of Precedence; Online Terms. This Addendum controls over any inconsistent term in the Agreement, any order form, statement of work, proposal, quote, exhibit, attachment, invoice, website term, click-wrap term, browse-wrap term, end-user license term, or other Guardian form. No online term, portal term, unilateral notice, course of dealing, or invoice language shall modify or supplement the Agreement or bind the City unless expressly accepted in a written amendment signed by an authorized City official.

2. Term; Renewals; Non-Appropriation. Any renewal of the Agreement shall remain subject to lawful appropriation and budget availability and may be declined by the City upon written notice. The City's performance and payment obligations are subject to lawful appropriation and budget availability, and the City may terminate the Agreement without penalty upon written notice if funds are not appropriated or otherwise made available. In the event the City terminates the Agreement due to non-appropriation, ADS shall be paid for all undisputed fees and expenses earned up to the date of such termination.

3. E-Verify Compliance. ADS shall comply with the requirements of section 448.095, Florida Statutes, including registering with and using the E-Verify system to verify the work authorization status of all newly hired employees. ADS shall require each subcontractor performing work under this Agreement to register with and use the E-Verify system and shall obtain and maintain any subcontractor affidavit required by section 448.095, Florida Statutes, and provide such documentation to the City upon request. A material failure by ADS or its subcontractors to comply with the requirements of this section shall constitute a material breach of this Agreement and may result in termination as provided by law.

4. Public Records. To the extent applicable, ADS shall comply with section 119.0701, Florida Statutes, and all other applicable public records laws. ADS shall keep and maintain public records required by the City to perform the services; upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be

inspected or copied within a reasonable time and at a cost that does not exceed that allowed by law; ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; upon completion or termination of the Agreement, transfer to the City, at no cost, all public records in ADS's possession or, if legally authorized to retain them, keep and maintain such records in accordance with all applicable retention requirements; destroy duplicate exempt or confidential and exempt records after transfer as required by law; and provide all records stored electronically in a format compatible with the City's information technology systems. Requests to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, ADS shall, upon notice from the City, provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure to comply with this section shall constitute a material breach of the Agreement and may subject ADS to the remedies and penalties provided by law.

IF ADS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ADS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Keri O'Brien, MMC
City Clerk / Custodian of Public Records
City of Key West
P.O. Box 1409
Key West, Florida 33041
Phone: (305) 809-3832
Email: clerk@cityofkeywest-fl.gov

5. Public Entity Crimes; Scrutinized Companies. ADS acknowledges the restrictions of section 287.133, Florida Statutes, and represents that neither ADS nor any affiliate is on the convicted vendor list or otherwise ineligible to transact business with the City under that section. To the extent applicable under section 287.135, Florida Statutes, ADS certifies that it is not participating in a boycott of Israel, is not on any applicable scrutinized companies or other entities list, and is not engaged in business operations prohibited by section 287.135. ADS shall immediately notify the City if any certification in this section ceases to be true, and the City may terminate the Agreement at its option to the extent required or permitted by section 287.135, Florida Statutes.

6. Foreign Country of Concern Compliance. To the extent this Agreement would grant ADS access to an individual's personal identifying information, ADS shall comply with section 287.138, Florida Statutes. As a condition precedent to execution of this Agreement, and to any extension or renewal if required by law, ADS shall provide the City with an affidavit signed by an officer or authorized representative, under penalty of perjury, attesting that ADS does not meet any of the criteria set forth in section 287.138(2), Florida Statutes. A material breach of this section shall entitle the City to exercise any remedy available at law or under the Agreement.

7. Sovereign Immunity; No City Indemnity. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or any defense, immunity, or limitation of liability provided under Florida law, including section 768.28, Florida Statutes. The City shall not indemnify, defend, insure, or hold harmless ADS except to the extent such obligation is expressly authorized by Florida law. The City shall be responsible only for its own acts and omissions to the extent provided by Florida law.

8. Governing Law; Venue; Attorneys' Fees. Florida law governs the Agreement. Exclusive venue for any action arising from or relating to the Agreement shall lie in the state courts of Monroe County, Florida, to the extent permitted by law. Each party shall bear its own attorneys' fees and costs in any direct dispute between the parties, except to the extent otherwise provided by Florida law or under ADS's indemnification obligations.

9. Termination; Suspension; Transition. The Agreement may be terminated as otherwise provided therein, including for non-appropriation as set forth in this Addendum. ADS shall not suspend services or disable access to City Data due to a good-faith dispute regarding an invoice. Upon expiration or termination, ADS shall cooperate in an orderly transition and provide the City a complete export of City Data in its standard machine-readable format in accordance with Section 14 of this Addendum.

10. Assignment; Subcontractors; Subprocessors. ADS may not assign this Agreement without the prior written consent of the City, which shall not be unreasonably withheld; provided, however, that ADS may assign the Agreement to an affiliate or successor in connection with a merger, acquisition, or sale of substantially all of its assets upon written notice to the City. ADS may utilize subcontractors or subprocessors in the performance of the services but shall remain fully responsible for their acts and omissions as if performed by ADS. ADS shall provide written notice to the City of any material subcontractor or subprocessor that will have access to City Data or materially perform the services.

11. Books, Records; Audit. ADS shall maintain complete and accurate books, records, documents, and accounts directly relating to the Agreement for not less than three (3) years after expiration or termination, or for such longer period as may be required by law, audit, litigation, or records-retention requirements. Upon reasonable notice, the City and its authorized auditors, inspectors, and oversight entities shall have the right to inspect, audit, and copy such books and records during normal business hours, and at the City's expense. Any audit by ADS shall be limited to records reasonably necessary to verify contractual usage or charges and shall not permit direct access to City systems, networks, privileged information, exempt records, or protected data without the City's prior written approval. Audits and inspections made by either party may be subject to the governance of a mutually agreed upon non-disclosure or other confidentiality agreement; provided, however, that any such agreement shall be subject to and construed in accordance with the requirements of Florida law, including the Florida Sunshine Law and the Florida Public Records Law, and shall not be interpreted to limit any disclosure required under Chapter 119, Florida Statutes, or Section 286.011, Florida Statutes.

12. Compliance with Laws; Ethics; Nondiscrimination; ADA. ADS shall comply with all applicable federal, state, county, and municipal laws, ordinances, codes, rules, regulations, and

executive orders in the performance of the Agreement. ADS shall comply, as applicable, with Chapter 112, Florida Statutes, and shall not knowingly permit any prohibited conflict of interest in connection with the Agreement. ADS shall not unlawfully discriminate in employment or in the performance of the Agreement and shall comply with the Americans with Disabilities Act and other applicable civil rights laws.

13. City Data; Security; Incident Notification. City Data means all data and records submitted to, stored in, or processed through the services on behalf of the City. The City retains all right, title, and interest in City Data. ADS shall use City Data solely to provide the services under the Agreement and shall not sell, disclose, or use City Data for advertising or unrelated commercial purposes. ADS shall not use City Data to develop, train, test, or improve artificial intelligence or machine-learning systems except as necessary to provide the services to the City or with the City's prior written consent. ADS shall maintain commercially reasonable administrative, technical, and physical safeguards to protect City Data from unauthorized access, disclosure, alteration, or destruction. ADS shall notify the City without unreasonable delay, and in no event later than twenty-four (24) hours after discovery, of any confirmed or reasonably suspected security incident involving unauthorized access to City Data and shall cooperate with the City in investigating and responding to such incident.

14. Return and Deletion of City Data. At any time upon the City's request, and automatically upon expiration or termination of the Agreement, ADS shall provide the City a complete and current export of City Data in a machine-readable format reasonably usable by the City. ADS shall not charge a fee for routine export or return of City Data upon expiration or termination, except for preapproved physical media or extraordinary City-requested professional services outside normal export functionality. After the City confirms successful receipt of City Data and instructs ADS to do so, ADS shall securely delete City Data remaining in its custody, except to the extent retention is required by law, and shall certify deletion in writing.

15. Warranties; Deliverables; Intellectual Property; Accessibility. Nothing in this Addendum shall be construed to limit the express warranties provided by ADS in the Agreement. To the extent the services include public-facing web-based or digital components, such components shall substantially conform to WCAG 2.1 AA, or any successor accessibility standard required by applicable law.

16. Limitation of Liability. Nothing in the Agreement or this Addendum shall be construed to increase the liability of the City beyond that allowed under Florida law, including section 768.28, Florida Statutes. The City shall not be liable for punitive, special, or consequential damages except to the extent such liability is imposed by law and cannot lawfully be disclaimed.

17. Amendments; Survival. No amendment, modification, waiver, or change order shall be valid unless in writing and signed by both parties by persons with actual authority to bind the parties. The City shall not be bound by any oral statement, invoice term, click-through term, portal term, or unilateral ADS notice purporting to amend the Agreement. All provisions which by their nature should survive expiration or termination shall survive, including public records, indemnification, audit, governing law, venue, data security, return of City Data, limitation of liability, and all payment obligations accrued before termination.

IN WITNESS WHEREOF, the parties have executed this General Terms Addendum to the Agreement as of the dates set forth below.

CITY OF KEY WEST, FLORIDA

a Florida municipal corporation

By: _____

Name: Brian L. Barroso_____

Title: City Manager_____

Date: _____

Reviewed for Legal Sufficiency

Signature

ATLANTIC DIVING SUPPLY, INC

By: _____

Name: _____

Title: _____

Date: _____