

AGREEMENT

Contract Ref. #25-0822-PB Hewlett Packard Enterprise Catalog Agreement

This Agreement ("Agreement") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("County") and Hewlett Packard Enterprise Company whose primary address is 1701 E. Mossy Oaks Road, Spring, TX 77389 ("Contractor") (jointly, the "Parties").

WHEREAS, the Pinellas County Board of County Commissioners has approved Resolution 25-____ authorizing a cooperative purchase with Educational and Institutional Cooperative Services, Inc. ("E&I"); and

WHEREAS, following a competitive procurement process, E&I entered into Agreement EI00462~2025MA for On-Premises Data Storage Solutions and Services, effective May 1, 2025 (the "E&I MASTER AGREEMENT"); and

WHEREAS, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the E&I MASTER AGREEMENT as a Member pursuant to the terms of the E&I MASTER AGREEMENT ; and

WHEREAS, Contractor represents that it has the experience and expertise to provide the Goods and Services as set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows:

- A. **Documents Comprising Agreement.** The Agreement consists of this document including **Exhibit A** "Statement of Work", Attachment A-1 "Product Category Discounts", **Exhibit B might be Insurance** and the E&I MASTER AGREEMENT. All terms and conditions of the E&I MASTER AGREEMENT including Appendices, are incorporated herein as if set forth in full, except as modified herein. If there is a conflict between this document and the E&I MASTER AGREEMENT, this document will prevail.
- B. **Term.** The initial term of this Agreement is effective from the Effective Date through April 30, 2030. The parties may extend this agreement in conjunction with any extensions made to the E&I MASTER AGREEMENT by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the E&I MASTER AGREEMENT, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.
- C. **Expenditures Cap.** Payment and pricing terms for the initial and renewal terms are subject to the cost or fee schedule in Attachment A-1 "Product Category Discounts". Notwithstanding the above, County expenditures under the Agreement will not exceed \$4,871,846.04 for the Contract Term without a written amendment to this Agreement.
- D. **Modifications to the E&I MASTER AGREEMENT.**
 1. **Insurance (Remove if not applicable)** The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in **Exhibit _____**. The Contractor shall obtain and maintain and require any subcontractor(s) to obtain and maintain, at all times during its performance of the Agreement in the amounts set forth in the noted exhibit. For Agreements with a Completed Operations exposure, Vendor shall

maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

2. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
3. As between the County and Contractor, the "Effective Date" is the date listed above. Should the E&I MASTER AGREEMENT terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the E&I MASTER AGREEMENT incorporated herein will remain in full force and effect.
4. For notices required to be sent between County and Contractor, the following County contact is to be used, unless updated in writing by the County:

Pinellas County

Attn: Kimberly Meador, CPPB

400 S. Ft. Harrison

(727) 464-3148

klmeador@pinellas.gov

[Add any additional, contract-specific changes based on the specific terms in the other agreement]

1. Payment & Fiscal Obligations

A. Fiscal Non-Funding

1. The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence, and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

B. Invoices

1. Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.
2. Invoices (if applicable) must be submitted to:
 - a. Clerk of the Circuit Court and Comptroller
 - b. Attn: Finance Division / Accounts Payable
 - c. PO Box 2438
 - d. Clearwater, Florida 33757
 - e. Phone: 727-464-8300
 - f. Email: ClerkFinanceDivisionFixedAssets@mypinellasclerk.org
3. The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

C. Refunds

1. The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

D. Taxes

1. The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax Exemption Number is 59-

6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

E. Travel Expenses

1. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

F. ENTIRETY. This Agreement constitutes the entire agreement between the Parties.

2. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For CONTRACTOR:

Signature

Print Name & Title

Date

For COUNTY:

Signature

Print Name & Title

Date