

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Interconn Resources LLC (“Contractor”) (individually, “Party,” collectively, “Parties”).

### W I T N E S S E T H:

**WHEREAS**, the County requested proposals pursuant to 21-0063-B(DG) | **(“ITB”)** for Gas, Natural -Supply and Manage (Co-op) REBID services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

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

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

#### 1. Definitions.

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law and any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administration Coordinator or County Designee.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on (select appropriate box):

the Effective Date; or

and shall remain in full force and for 60 months, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$6,293,968.08, for Services completed and accepted for the County locations as provided in Section 15 and Exhibit A herein , payable on a fixed-fee basis for the deliverables as set out in Exhibit C , payable upon submittal of an invoice as required herein.

The City of St. Petersburg and Hillsborough Community College are cooperative participants of this Tampa Bay Area Purchasing Cooperative (Cooperative) contract. The Cooperative participants are responsible for the issuance of their own awards and funding in the not-to-exceed sum of \$683,197.38 for the sixty-month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$6,977,165.46,

**C. Travel Expenses.** (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.**

Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes

**.E. Payments.**

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to

as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**6. Personnel.**

**A. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

**7. Termination.**

**A. Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

**B. County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

**11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** 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 Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. County's Funding.** 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 shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through           Holly Connor, Contract Administration Coordinator           or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to 2000A Southbridge Parkway, Ste. 330. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.** (Select appropriate box.)

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Holly Connor  
Contract Administration Coordinator  
Department of Administrative Services,  
Facilities and Real property Division,  
Pinellas County  
509 East Avenue South  
Clearwater, FL 33756

For Contractor:

Attn: Lisa Steele  
Interconn Resources, LLC  
2000A Southbridge Parkway, Ste. 330  
Birmingham, AL 35209  
502-907-2499  
lisas@interconnresources.com

with a copy to:  
Purchasing Director  
Pinellas County Purchasing Department  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**19. Conflict of Interest.**

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**21. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.



**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). 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.

**24. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**25. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**26. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**27. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Chairman

Interconn Resources LLC

Name of Firm

By \_\_\_\_\_

By: *Lisa M. Steele*

Signature

Lisa Steele

Print Name

Sr. Vice President - Sales & Marketing

Title

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By: \_\_\_\_\_

Deputy Clerk

**APPROVED AS TO FORM**

Approved as to

By: *Jacina Parson*  
By: \_\_\_\_\_  
Office of the County Attorney

**EXHIBIT A  
STATEMENT OF WORK**

**A. OBJECTIVE:**

This contract is for the acquisition and management of Natural Gas Supply for Pinellas County (County) and any participating entities. Supplier must be prepared to provide the full quantities of natural gas required at each of the locations on an as-needed basis during the Contract Term. The County and participating entities makes no guaranty of the number of therms of natural gas that they will be consuming under the contract to be awarded.

**B. SITE LOCATIONS:  
(See Below)**

**C. SCOPE OF WORK:**

The successful contractor shall be responsible for nomination, coordination and scheduling of transportation volumes including completing all arrangements with gas producers, interstate pipelines and the natural gas local distribution companies (LDC) for delivery of sufficient quantities of natural gas to various locations.

1) Quantities:

- a) The successful contractor will be responsible for monitoring the quantities of natural gas supplied to all the agencies that are party to this bid.
- b) The successful contractor will be responsible for monitoring both gas deliveries to the LDC city gate and the actual consumption at the using agency meters. In addition, the contractor will be responsible for maintaining adequate deliveries to meet the needs of the using agency locations, subject to the LDC balancing requirements.
- c) Quantities of natural gas actually purchased during the Contract Term will be determined by readings from meters located at each location.

2) Quality and Measurement:

The measurement, testing, heating value, delivery pressure, and quality of natural gas delivered shall be in accordance with terms and conditions of the delivery specifications of the applicable LDC tariff and in accordance with the applicable interstate pipeline. The County and any participating entities shall not be obligated to purchase or pay for natural gas that either the LDC or the interstate pipeline has refused to accept due to nonconformance with its specifications.

3) Coordination/Invoicing:

- a) The LDC and/or the Natural Gas Transmission Company shall invoice the successful contractor directly for all locations listed on Purchase Orders. The Contractor shall pay said invoices in accordance with the LDC and/or the Natural Gas Transmission Company's tariffs. Such LDC charges will be passed through to the County without markup.
- b) The Contractor shall provide monthly invoices for each location listed on Purchase Order issued pursuant to Section A, Item 27. A copy of invoice will be emailed to the Department.
- c) The Contractor shall supply all the data, calculations, and documents used in computing charges in the Transportation Costs and the monthly Indexed Gas Price.
- d) Participating entities are responsible for the issuance of their own purchase orders and funding obligations.

**EXHIBIT A  
STATEMENT OF WORK**

- 4) Nomination – Contractor shall be responsible for and shall submit nominations for gas usage to all necessary Transporters, based upon monthly/daily volume nominations provided by County and any changes expected in natural gas consumption patterns of County communicated to Contractor.
- 5) Transportation -
- a) The Contractor shall be responsible for the nomination, coordination, scheduling and balancing of transportation volumes including completing all arrangements for transportation services for delivery of the natural gas to the Delivery Point.
  - b) The Contractor shall obtain the required transportation and delivery Contract(s) with pipelines and local utilities necessary to deliver gas to the Delivery Points at the facilities listed in Purchase Orders issued by the County.

**D. REQUIREMENTS:**

Quarterly Summary Report - The successful Contractor shall provide the County's designated Contract Administrator a quarterly report that contains a summary of the gas services provided to each location.

The report shall include but is not limited to:

Breakdown for each location:

- a. Account Number;
- b. Meter Number;
- c. Location;
- d. Therms used per quarter;
- e. Natural Gas Cost per quarter;
- f. LDC Cost per quarter;
- g. Marketer's Fees per quarter;
- h. Total cost of all charges per quarter;
- i. Summary for all locations;
- j. Total therms used by all locations for the quarter;
- k. Total dollar amount charged to all locations for the quarter;
- l. Savings Analysis;
- m. Purchase Order Number

EXHIBIT A  
STATEMENT OF WORK

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONS – SITE LOCATIONS

LOCATION	SERVICE ADDRESS	CITY	RATE TYPE	ANNUAL THERMS	5 YEAR THERMS
SOUTH COUNTY	122 5TH ST N	ST PETERSBURG	Commercial	88	440
SOUTH COUNTY	545 1ST AVE N	ST PETERSBURG	Commercial	22,480	112,400
FLEET	14204 46TH ST N	CLEARWATER	Commercial	367	1,835
SHERIFF'S DEPT.	14400 49TH ST N	CLEARWATER	Commercial	202,576	1,012,880
SHERIFF'S DEPT.	4707 145TH AVE N	CLEARWATER	Commercial	10	50
PUBLIC SAFETY CAMPUS	10750 ULMERTON RD	LARGO	Commercial	556	2,780
PUBLIC SAFETY CAMPUS #2	10750 ULMERTON RD	LARGO	Commercial	1,259	6,295
MEDICAL EXAMINER & FORENSIC CTR.	10900 ULMERTON RD	LARGO	Commercial	89,234	446,170
SOUTHCROSS WRF	7401 54TH AVE N	ST PETERSBURG	Commercial	567,780	2,838,900
CRIMINAL JUSTICE CENTER	14400 49TH ST N	CLEARWATER	Commercial	1,135	5,675
DETENTION	14840 49TH ST N	CLEARWATER	Commercial	7,428	37,140
MUSEUM	12211 WALSINGHAM RD	LARGO	Commercial	29,228	146,140
SOLID WASTE	3095 114th Ave. N.	ST. PETERSBURG	Commercial	1,912,350	9,561,750
INFRASTRUCTURE BLDG	14400 49TH ST N	CLEARWATER	Industrial	1,206,123	6,030,615
DETENTION	14400 49th ST N	CLEARWATER	Commercial	2	10
DETENTION	14400 49th ST N	CLEARWATER	Commercial	401	2005
DETENTION STANDBY GENERATOR	14400 49th ST N	CLEARWATER	Commercial	54	270
			<b>TOTAL</b>	<b>4,041,071</b>	<b>20,205,355</b>

**EXHIBIT A  
STATEMENT OF WORK**

**CITY OF ST. PETERSBURG \_ SITE LOCATIONS**

Municipality	Location	Address	Total Therms
City of St. Petersburg FL	City Hall Annex	440 2nd Ave. N.	260
City of St. Petersburg FL	Fire #10	2800 30th Ave. N	520
City of St. Petersburg FL	Fire #11	5150 31st St. S.	590
City of St. Petersburg FL	Fire #12	1651 Bayou Grande Blvd.	410
City of St. Petersburg FL	Fire #13	11600 Roosevelt Blvd. N.	490
City of St. Petersburg FL	Fire #3	3101 5th Ave. S.	680
City of St. Petersburg FL	Fire #4	2501 4th St. N.	630
City of St. Petersburg FL	Fire #5	455 8th St. S.	1,840
City of St. Petersburg FL	Fire #5 (Standby generator)	455 8th St. S.	50
City of St. Petersburg FL	Fire #6	4825 9th Ave. N.	120
City of St. Petersburg FL	Fire #7	6975 9th St. N.	500
City of St. Petersburg FL	Fire #8	4701 9th St. S.	340
City of St. Petersburg FL	Fire #9	475 66th St. N.	1,050
City of St. Petersburg FL	Fleet Radio Shop	619 19th St. N.	3,950
City of St. Petersburg FL	Fleet Tire Shop	1745 5th Ave. N.	40
City of St. Petersburg FL	ICS	551 19th St. N.	150
City of St. Petersburg FL	Mahaffey Theater	400 1st St. S.	14,540
City of St. Petersburg FL	Main Library	3745 9th Ave. N.	28,400
City of St. Petersburg FL	Marina	400 2nd Ave. NE	1,400
City of St. Petersburg FL	MSC	1 4th St. N	5,380
City of St. Petersburg FL	North Shore 001	901 Northshore Dr. NE	6,640

EXHIBIT A  
STATEMENT OF WORK

CITY OF ST PETERSBURG – SITE LOCATIONS

City of St. Petersburg FL	NorthShore 002	901 Northshore Dr. NE	2,060
City of St. Petersburg FL	NorthShore 003	901 Northshore Dr. NE	2,710
City of St. Petersburg FL	Parks Facility Shop 001	1660 15th Ave. N.	300
City of St. Petersburg FL	Parks Facility Shop 002	1660 15th Ave. N.	490
City of St. Petersburg FL	Police	1300 1st Ave. N.	37,040
City of St. Petersburg FL	Sanitation CNG	2601 20th Ave. N.	269,360
City of St. Petersburg FL	Sanitation Shop	2601 20th Ave. N.	80
City of St. Petersburg FL	Sunshine Center	330 5th St. N.	570
City of St. Petersburg FL	Treasure Island	11100 Gulf Blvd.	150
City of St. Petersburg FL	Walter Fuller	7891 26th Ave. N.	550
City of St. Petersburg FL	Water Resources NE	1160 62nd Ave. NE	18,530
City of St. Petersburg FL	Water Resources NW	7500 26th Ave. N	17,670
City of St. Petersburg FL	Water Resources Ops	1701 Burlington Ave. N.	1,340

EXHIBIT A  
STATEMENT OF WORK

HILLSBOROUGH COMMUNITY COLLEGE – SITE LOCATIONS

	Location	Address	Total Therms
Hillsborough Community College		1505 E. Palm Avenue, Tampa, FL	19,820
		5612 E. Columbus Drive, Tampa, FL	
		5610 E. Columbus Drive, Tampa, FL	
		2204 N. 15th Street, Tampa, FL	
		2001 N. 14th Street, Tampa, FL	
		4001 Tampa Bay Blvd., Tampa, FL	
		2002 N. 17th Street, Tampa, FL	



EXHIBIT B  
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)  
10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Underwriters at Lloyds of London		10736
INSURER B : Everest National Insurance Company		10120
INSURER C : Aspen Specialty Insurance Company		10717
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
1444872 Tauber Oil Company  
Interconn Resources, LLC  
2000A Southbridge Parkway, Suite 330  
Birmingham AL 35209

COVERAGES CERTIFICATE NUMBER: 15312594 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	MAHHZ2001408	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMPI/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EN6CA00061-201	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MAHHZ2001408	11/1/2020	11/1/2021	EACH OCCURRENCE \$ See Below AGGREGATE \$ See Below \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EN6WC0037-201	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Legal Liability	Y	Y	ER008P420	7/1/2020	7/1/2022	\$5,000,000 Each Incident \$5,000,000 General Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excess Liability - See Attached.

CERTIFICATE HOLDER 15312594 Pinellas County Board of County Commissioners 400 South Fort Harrison Avenue Clearwater FL 33576	CANCELLATION See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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EXHIBIT C

PAYMENT SCHEDULE

Section F - Bid Submittal and Summary  
 Bid No: 21-0063-B(DG)  
 Bid Title: GAS, NATURAL -SUPPLY AND MANAGE (CO-OP)

	Pinellas County Estimated Annual Qty Therms (A)	CO-OP ESTIMATED ANNUAL QTY THERMS (B)	NATURAL GAS FROM WELLHEAD TO CITY GATE (C)	OCTOBER 2020 CLOSE FGT ZONE #3 PRICE PER THERM (D)	OCTOBER 2020 PASS-THROUGH COST WELLHEAD TO CITY GATE (E)	FIXED MARKETER FEE (F)	ESTIMATED ANNUAL EXPENDITURE (A+B) x (D+E+F) = G
COMMERCIAL	2,834,948	438,650		\$ 0.22	\$ 0.09	\$ 0.0035	\$ 1,019,725.78
INDUSTRIAL	1,206,123			\$ 0.22	\$ 0.09	\$ 0.0035	\$ 375,707.31
						ESTIMATED 5 YEAR EXPENDITURE	6977165.458

EXHIBIT D

PAYMENT/INVOICES

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

## EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
  
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.