

AGREEMENT

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made as of April 25, 2023 (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and United Scrap Metal FL Inc. ("Contractor"), (individually, "Party," collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 23-0091-ITB-Revenue for Sale of Scrap Metal 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, including, but not limited to data or 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 the Statement of Work Exhibit 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. Execution of Agreement**

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. **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, and the insurance coverage(s) required, within 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.

4. **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 the utilizing department's Director or Approved 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** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. 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 goods and/or 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.

5. **Term of Agreement**

A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force and for sixty (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 twenty-four (24) 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.

6. **Compensation and Method of Payment**

A. As total compensation for the Services, the Contractor will pay the County for the purchase of Scrap Metal pursuant to the terms and conditions as provided in this Agreement. Contractor will pay the County the percentage listed within the American Metals Market Daily ("AMMD") index, as reflected in Exhibit C, based on the day of pickup and converted to a per-pound or per gross ton price. Should the AMMD revise its price

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reporting methods during the Agreement term and the revision(s) have an impact on the price formulas, then any revision(s) will be negotiated between the parties and an amendment shall be issued to this Agreement.

**B. Payment Submission.** Contractor will remit payment to the County within THIRTY (30) DAYS of Material pick-up, the date Contractor picks up Material. Payment shall be submitted in the form of a check drawn on a U.S. bank to: **Pinellas County Board of County Commissioners, Finance Division Accounts Receivable Department, PO Box 2438, Clearwater, FL, 33757**, email: [ClerkFinanceDivisionAccountsReceivable@pinellascounty.org](mailto:ClerkFinanceDivisionAccountsReceivable@pinellascounty.org). The contract number must be listed on the submitted payment along with:

- (1) City user department name
- (2) Pick up address and/or specific site location
- (3) Number and size of container(s) picked up, and total weight (pounds or gross ton) of Material
- (4) Total price per pound or gross ton (including the pricing verification report from the AMMD)

**C. Travel Expenses** - Contractor will be responsible for all fees associated with this Agreement including not limited to 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.

**7. Personnel**

**A. E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

**B. 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.

**C. 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

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immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

**8. 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 Confidential Information Section of this Agreement;
  - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 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 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 Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, 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 Confidential Information Section of this Agreement; 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 the 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**

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

**9. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

**10. 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

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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, PINELLAS COUNTY GOVERNMENT, PURCHASING AND RISK MANAGEMENT DEPARTMENT, OPERATIONS MANAGER, 400 S. FT. HARRISON AVE, 6TH FLOOR, CLEARWATER, FL 33756.**

**11. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least 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.

**12. 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.

**13. Digital Accessibility**

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of

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this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

**14. 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 stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**15. Liability and Insurance**

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused 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.

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- 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.

**16. 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.

**17. Orders**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

**18. Name Changes**

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

**19. Acceptance of Services**

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the utilizing department's Contract Manager or approved County designee, will have 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 *United Scrap Metal FL Inc.* 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 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 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.

**20. 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** -

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.

**21. Survival**

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

**22. 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

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express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) 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: Chuck Mangio

Pinellas County Department of Solid Waste

3095 114th Ave N

Saint Petersburg, FL 33716

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

United Scrap Metal FL Inc

Attn: Matthew Goldman, President

21240 Lake Patience Road

Land O' Lakes, FL 34638

**23. 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.

**24. Right to Ownership**

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, 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.



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**25. Amendment**

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

**26. 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.

**27. Applicable Law and Venue**

This Agreement and any and all purchases made hereunder 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.

**28. 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.

**29. 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.

**30. 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.

**31. Force Majeure**

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

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**32. Order of Precedence**

All Exhibits attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed

- A. Pinellas County Agreement
- B. Invitation to Bid (ITB) Section B and Section E
- C. Statement of Work

In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement will prevail.

**33. Entirety**

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

(Signature Page Follows)

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

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the Board of County Commissioners

United Scrap Metal FL Inc.

By: Janet C. Long  
Signature

By: [Signature]  
Signature

Janet C. Long  
Print Name

MATT GOLDMAN  
Print Name

Chair  
Title

President USM FL.  
Title

April 25, 2023  
Date

3/31/23  
Date

ATTEST: KEN BURKE, CLERK

By: [Signature]



APPROVED AS TO FORM

By: Keiah Townsend  
Office of the County Attorney

**AGREEMENT**

**EXHIBIT A - STATEMENT OF WORK**

Contractor shall furnish all labor, management, materials, equipment, transportation and fuel necessary to perform the operations required for the removal, disposal/selling of scrap metal ("Material") from various County locations, and shall make every effort to maximize the monetary recovery of such material.

**1. SCRAP METALS ("MATERIAL")**

Item #	Scrap Metal	Examples	Estimated Annual Scrap Quantities
1	Iron & Steel	Prepared and unprepared mixed iron, cast iron, steel and corrugated tin	2,200 Gross Tons
2	Copper (Clean)		1,000 Pounds
3	Copper (Dirty)	Mixed copper and wire	1,200 Pounds
4	Brass (Clean)	Backflows	500 Pounds
5	Brass (Dirty)	Mixed dirty brass, water meters	500 Pounds
6	Aluminum (Clean)		1,000 Pounds
7	Aluminum (Dirty)		55,000 Pounds

In cases where there is a special requirement not covered by these categories, pricing will be negotiated with the County's specific department when the need arises.

**2. CONDITIONS OF SALE**

- A. Pricing shall be per pound for copper, brass, and aluminum and pricing shall be per gross ton for iron and steel, all-inclusive, and shall include a total of overhead and profit. A percentage of the then-current actual AMMD index pricing, the date of the pick-up, shall be used to calculate the amount due to County
- B. Under no circumstance will County owe Contractor for any Material not picked up, nor will Contractor refuse pickup of Material during the contract term.
- C. The Contractor will within twenty-four (24) hours of the initial notice to pick up Material, (all scrap or a specified item) remove such from the location. Contractor shall exchange containers/dumpsters or pick up upon notification by County that the bins are full. Pick-ups or container exchanges must be scheduled within business hours (9 a.m. to 3 p.m.) unless approved by County.
- D. Payment for each pickup will be computed as soon as the exact weight is established. All Material will be weighed on the awarded Contractor's certified scale. Such weighing will be considered final in producing actual scrap weight values.
- E. Payment shall be computed using the price percentage of the current American Metals Market index pricing as designated on the day of pickup of the respective item as detailed herein. Payment will be issued on net 30-day terms or more often at Contractor's discretion as referenced in Exhibit D.
- F. Contractor is to provide a report of American Metals Market Daily Index on the date of pick-up to allow for pricing verification. A bi-weekly report will be submitted electronically by the Contractor in MS Excel or PDF format. The submittal will be sent to [purchasing@pinellascounty.org](mailto:purchasing@pinellascounty.org) and designated purchasing analyst; with a copy to [cmangio@pinellascounty.org](mailto:cmangio@pinellascounty.org).

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- G. At County discretion, a designated County employee may accompany Contractor's vehicle to and from weigh station at Contractor's facility for initial gross weight and/or loaded weights. All costs for weight tickets shall be borne by Contractor.
- H. County reserves the right to inspect the Contractor's place of business and equipment at any time with and/or without any given notice during the agreement.
- I. Shipping, packaging, freight arrangements & charges, and any applicable sales tax are the sole responsibility of the purchaser.

**3. CONDITION OF MATERIAL**

Except as set forth in the Agreement, the Material is offered for sale "WHERE IS AND AS IS" without recourse against County. No warranties will be issued.

**4. CONTAINER REQUIREMENTS**

- A. Contractor shall provide the County-specified locations with necessary containers/dumpsters at no cost at each location identified by the County to accommodate the amount and type of material anticipated per period.
- B. Contractor will be responsible for the installation, placement, maintenance, emptying, and/or removal of containers/dumpsters.
- C. Contractor may be required to supply additional containers/dumpsters at other locations.
- D. Containers/dumpsters must be accessible by forklift, or Contractor's truck to facilitate handling and dumping.

**5. PICKUP REQUIREMENTS**

- A. All pickups must be coordinated with the requesting department. Contact information for each utilizing department will be provided to the Contractor.
- B. Special pickups may be required for large infrequent items such as metal utility poles and scrapped vehicles. These items may require large flatbed trucks, in lieu of bins. Also, County work crews may drop off loads of scrap metal direct from a job site to the awarded Contractor's business location.

**6. MATERIAL REMOVAL REQUIREMENTS**

- A. All materials, equipment, and manpower required for loading, transporting, unloading and sorting Material is the responsibility of the Contractor. Pickup shall be made by the Contractor's vehicle or County approved subcontractor.
- B. County reserves the right to require the Contractor to pick up materials that have not been placed in a dumpster or container.
- C. County reserves the right to require the Contractor to pick up scrap wire and cable stored on wood reels. For loads weighed that include wood reels, the total weight of the reel will be provided by the department where the wood reels are located and shall be deducted from the gross weight for the pickup to determine the price to be paid by the Contractor.

**7. PICK UP SITES/RECEIPTS**

A receipt for the Material picked up shall be provided by the Contractor's operator/driver to the location at each site at the time of each pickup. The receipt shall list the name and contact information of the Contractor and list at a minimum, but not limited to:

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- A. County user department name
- B. Pick up address and/or specific site location
- C. Pickup date
- D. Number and sizes of each container/dumpster picked up
- E. The signature and printed name of the driver/operator picking up the material
- F. Pickups will be located at the departments and building locations as specified below. The County reserves the right to order and cancel containers as and when needed. The following departments and locations are included but not limited to:

Department	Location Address	Quantity & Size of Container	Scrapped metals
Solid Waste	3095 114 <sup>th</sup> Ave N, St. Petersburg	8 – 40 yd 2 – 20 yd 1 – 60 yd	Iron & Steel
Airport	14290 46 <sup>th</sup> Street N, Clearwater	1 – 20 yd	Iron & Steel
Utilities	GMD South – 6730 142 Avenue, Largo	1 – 20 yd	Iron & Steel
Utilities	GMD North – 3900 Dunn Drive, Palm Harbor	1 – 20 yd	Iron & Steel
Utilities	South Cross Bayou – 7401 54 <sup>th</sup> Ave N, St. Petersburg	1 – 20 yd	Iron & Steel
Public Works	22211 US Hwy 19 N, Clearwater	2 – 20 yd	Iron & Steel Iron Aluminum
Public Works	Stockpile - 40 <sup>th</sup> Street N., Clearwater	1 – 20 yd	Sheet Iron Iron Aluminum
Admin. Svcs. - Fleet	9685 Ulmerton Rd., Largo	1 – 30 yd	Iron & Steel
Admin. Svcs. - Fleet	7209 112 <sup>th</sup> Ave N., Largo	1 – 30 yd	Iron & Steel
Econ. Dev. – STAR Center	7887 Bryan Dairy Rd. Suite # 120	1 – 40 yd	Sheet Copper
Parks	Walsingham Park – 10601 15 <sup>th</sup> St N.	1 – 30 yd	Iron & Steel
Parks	Ft. Desoto Park – 3500 Bayway S., Tierra Verde	1 – 30 yd	Iron & Steel
Admin. Svcs. – Jail	14400 49 <sup>th</sup> St. N, Clearwater	1 – 30 yd	Iron & Steel

**8. CONTRACTOR REQUIREMENTS**

The Contractor shall perform services in a professional manner. At a minimum, this work shall include:

- A. Contractor shall perform the work necessary to meet County standards in a safe, neat, and high quality workman-like manner using only accepted methods in carrying out the work and complying with all Federal, State, and local laws. All work shall conform to all existing governing authority regulations.
- B. The Contractor shall utilize competent employees to perform the required services. At the request of the County, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in his or her employ.
- C. All Contractor employees must wear shirts or badges which identify the company always while working on County property. All vehicles belonging to the Contractor must prominently display the company's name on the side.
- D. Contractor personnel shall abide by County smoking regulations

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**9. SPECIAL REQUIREMENTS**

- A. The Contractor shall provide a single point of contact to County to handle any additional pickups or missed deliveries and notify County immediately if there is a contact change. The Contractor shall also provide a single point of contact to County to handle any billing issues.

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**EXHIBIT B - INSURANCE REQUIREMENTS**

**1. LIMITATIONS ON LIABILITY**

By submitting a Bid, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Bid I that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

**2. INDEMNIFICATION**

Vendor 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

**3. INSURANCE:**

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (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 A- VIII or better.

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of



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Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.

- 1) Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.
  - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
  2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
  3. Provide that County will be an additional indemnified party of the subcontract;
  4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
  5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
  6. Assign all warranties directly to the County; and
  7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

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Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

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**EXHIBIT C - PAYMENT SCHEDULE**

Item #	Description	Examples	Estimated Annual Quantity (A)	Unit of Measure (UOM)	Index Market Used for Pricing	Current Actual Index Pricing (B)*	Percentage Paid Per Daily Index Pricing (C)	Total Estimated Annual Price Paid to County (D) (D= AxBxC)
1	Iron & Steel	Prepared and unprepared mixed iron, cast iron, steel and corrugated tin	2,200	Gross Tons	ALABAMA #2 HEAVY MELT	\$ 330.00	52.00%	\$ 377,520.00
2	Copper (Clean)		1,000	Pounds	COMEX COPPER SPOT	\$ 3.88	100.00%	\$ 3,880.00
3	Copper (Dirty)	Mixed copper and wire	1,200	Pounds	COMEX COPPER SPOT	\$ 3.88	45.00%	\$ 2,095.20
4	Brass (Clean)	Backflows	500	Pounds	BRASS MAKERS YELLOW BRASS SOLIDS	\$ 2.25	135.00%	\$ 1,518.75
5	Brass (Dirty)	Mixed dirty brass, water meters	500	Pounds	BRASS MAKERS YELLOW BRASS SOLIDS	\$ 2.25	90.00%	\$ 1,012.50
6	Aluminum (Clean)		1,000	Pounds	LONDON METAL EXCHANGE CASH	\$ 1.11	125.00%	\$ 1,387.50
7	Aluminum (Dirty)		55,000	Pounds	LONDON METAL EXCHANGE CASH	\$ 1.11	54.00%	\$ 32,967.00
<b>TOTAL ESTIMATED ANNUAL REVENUE</b>								\$ 420,380.95
<b>TOTAL ESTIMATED 60 MONTH REVENUE</b>								\$ 2,101,904.75

\*Provide Proof of American Metals Market Daily Index Pricing as stated in Section E.2.D

The Contractor will pay County to purchase Material per the agreed percentage paid per the daily index. Contractor pricing is a percentage of the current American Metals Market ("AMM") index based on the day of pickup and converted to a per-pound or per-gross ton price paid to County.

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**EXHIBIT D - PAYMENT**

The Contractor will compensate the County for Material as follows:

Contractor must pay the County by check within thirty (30) days from the date the Vendor picks up Material.

Payment shall be submitted in the form of a check drawn on a U.S. bank to:

Pinellas County Board of County Commissioners  
Finance Division Accounts Receivable Department  
PO Box 2438  
Clearwater, FL, 33757,

email: ClerkFinanceDivisionAccountsReceivable@pinellascounty.org.

The contract number must be listed on the check submitted payment along with:

1. **County user department name**
2. **Pickup address and/or specific site location**
3. **Pickup date**
4. **Number and size of the container(s) picked up, and total weight (pounds or gross ton) of Material**
5. **Total price per pound (showing the AMM formula)**

B. Detailed payment information shall be provided at no additional cost to the County.

i. Contractor is to provide a report of American Metals Market Daily Index on the date of pick-up to allow for pricing verification. A bi-weekly report will be submitted electronically by the awarded vendor in MS Excel or PDF format. The submittal will be sent to purchasing@pinellascounty.org and designated purchasing analyst; with a copy to cmangio@pinellascounty.org.

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**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 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 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.