

## AGREEMENT

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** is made as of January 17, 2023 (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and , US Ecology Tampa, Inc ("Contractor"), (individually, "Party," collectively, "Parties").

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to ITB 22-0703-B for Household Waste Collection, Transportation, and Disposal 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 information referenced herein, 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 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.

**AGREEMENT****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 Pinellas County Department of Solid Waste's Hazardous Waste Manager or 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 36-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.

- C. **Term Price Adjustments**

Duration of the contract shall be for a period of 36 months with unit prices adjustable at 12 months after the date of award and annually thereafter for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI: Water, Sewer, and Trash Collection Services) or 4%, whichever is less, for all Urban Consumers, Series Id: CUSR0000SEHG, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

## AGREEMENT

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90–120-day period above shall not be considered.

**D. Extension Term Price Adjustments**

Price adjustments (Decrease/Increase) for term extensions will be permitted in an amount not to exceed the average of the Consumer Price Index (CPI: Water, Sewer, and Trash Collection Services) or 4%, whichever is less, for all Urban Consumers, Series Id: CUSR0000SEHG, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The price adjustment will only be exercised if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

**6. 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 ("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 below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of **\$2,964,051.00**, with an annual not to exceed expenditure of \$988,017.00 per year for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C (Payment Schedule), upon submittal of an invoice as required herein.

**E. Travel Expenses**

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

- F. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- G. **Payments and Invoicing** - 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 the designated person as set out in the Notices Section herein.

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.

**AGREEMENT****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 forth 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 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.

**AGREEMENT**

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 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 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

**AGREEMENT**

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 agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellas.gov](mailto:mcchartier@pinellas.gov).**

**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 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

**AGREEMENT**

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.
- 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

**AGREEMENT**

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 Pinellas County Department of Solid Waste's Hazardous Waste Manager or 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 US Ecology Tampa, 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 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.

**21. Survival**

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



**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 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: Catherine Eichner

Hazard Waste Manager

3095 114<sup>th</sup> Avenue N

St. 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:

Attn: Richard Kaiser

US Ecology Tampa, Inc.

7202 West Eighth Avenue

Tampa, FL 33619

**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, including 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

**AGREEMENT**

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.

**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.

**AGREEMENT**

**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. Exhibit A-Statement of Work
- C. Exhibit B-Insurance Requirements
- D. Exhibit C-Payment Schedule
- E. Exhibit D-Payment/Invoices
- F. Exhibit E-Dispute Resolution

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)

**AGREEMENT**

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

US Ecology Tampa, Inc.

By: Janet C. Long  
Signature

By: [Signature]  
Signature

Janet C. Long  
Print Name

Don Locke  
Print Name

Chair  
Title

General Manager  
Title

January 17, 2023.  
Date

November 29, 2022  
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**

**1. OBJECTIVE**

The purpose of these specifications is to describe the requirements of Pinellas County Department of Solid Waste (DSW) relative to the collection, transportation, and disposal of waste collected through the Household Electronics and Chemical Collection Center (HEC3), Mobile Collection Events, and Very Small Quantity Generator (VSQG) Business Collection Events to an Environmental Protection Agency (EPA)-permitted Treatment, Storage & Disposal Facility (TSDF) and subsequent disposal of these wastes in a manner permitted by all applicable laws and regulations.

DSW ceased organized collection of electronic waste from households for recycling in October 2022. However, rechargeable batteries are still collected. Therefore, this Agreement includes the services for packing, hauling, and recycling of incidental residential electronic waste with rechargeable batteries in situations where the rechargeable battery cannot be separated.

In an effort to fully serve Pinellas County's VSQGs, this Agreement includes the collection, packing, hauling, recycling, and manifesting of electronic waste at the monthly VSQG Business Collection Events and when servicing Pinellas County Government offices and VSQGs directly.

**2. BACKGROUND**

Performance data from the HEC3 programs for the past five (5) calendar years (2017-2021) is as follows:

a.) Permanent Collection Center:

Fiscal Year	Total Number of Participants	Pounds of Chemicals Collected
2017	36,381	67,455
2018	35,684	75,851
2019	35,631	76,729
2020 *	26,529	86,988
2021	32,327	110,429

\* HEC3 Permanent Collection Center closed for approximately two (2) months due to the COVID-19 pandemic.

b.) Mobile Collection Events:

Fiscal Year	Total Number of Participants	Pounds of Chemicals Collected **
2017	4,842	427,764
2018	9,860	358,889
2019	13,672	467,921
2020 *	9,388	415,539
2021	11,140	367,214

\* Four (4) Mobile Collection Events were canceled due to the COVID-19 pandemic.

**AGREEMENT**

\*\* Does not include paint collected for disposal at DSW's Waste-to-Energy Facility.

c.) VSQG Business Collection Events:

Fiscal Year	Total Number of Participants	Pounds of Chemicals Collected **	Pounds of Electronics Collected
2017	485	49,334	55,797
2018	601	74,609	59,941
2019	629	79,377	115,220
2020 *	542	81,673	40,212
2021	609	59,751	60,991

\* Three (3) VSQG Business Collection Events were canceled due to the COVID-19 pandemic.

\*\* Does not include paint collected for disposal at DSW's Waste-to-Energy Facility.

**3. REQUIREMENTS**

**a. GENERAL**

- i. The Contractor will be, a RCRA Treatment, Storage, and Disposal Facility (TSDF) licensed to collect, transport, recycle, store (if necessary), and dispose of hazardous waste. The Contractor must have a valid US EPA/FDEP identification number.
- ii. The Contractor is solely responsible for conforming to local, State, and Federal hazardous waste (FDEP, US EPA), hazardous material (DOT, FDOT), and worker safety (OSHA) regulations and standards.
- iii. Prior to removal of any waste from the HEC3 Permanent Collection Center, VSQG Business Collection Events or Mobile Collection Events, the Contractor must submit in writing, for approval from the DSW Designated Representative, a list of all transporters and final disposal facilities to be used during this contract. The disposal facilities' list must include disposal method to be utilized for each waste type. This list must also indicate the disposal facilities' US EPA identification numbers, address, and telephone numbers.
  - 1. Additional or alternate disposal sites and/or subcontractors may not be utilized without written approval from DSW prior to hauling the waste to that alternative facility.
- iv. All waste shall be recycled or disposed of in accordance with the terms and conditions of this contract. Under the terms and conditions of this contract, recycling shall be defined as: reuse and/or reclamation of materials for use, including fuel-blending and/or treatment recovery.
- v. DSW reserves the right to retain custody and ownership of any household hazardous waste collected at the HEC3 Permanent Collection Center for DSW use, reuse, or for re-direction for alternate disposal method.
- vi. The Contractor shall ensure that all of its staff, subcontractors, and suppliers involved in the delivery of the services pursuant to this contract are fully qualified and capable to perform their assigned tasks.
  - 1. Personnel from a temporary agency must be trained to the same level as the Contractor staff, and their training safety records made available to DSW upon request.

**AGREEMENT**

2. All Contractor personnel onsite at the HEC3 Permanent Collection Center, Mobile Collection Events, and VSQG Business Collection Events must be in uniform/clothing with the Contractor's corporate identification or logo.
  3. All Contractor personnel onsite at the HEC3 Permanent Collection Center, Mobile Collection Events, and VSQG Business Collection Events must wear applicable and appropriate Personal Protective Equipment (PPE).
- vii. The Contractor will be required to supply all United Nations (UN)/Department of Transportation (DOT)-approved containers for all waste(s) lab packed/packaged for shipment to the contractor's TSDf or approved final disposal facilities, where containers are not supplied by HEC3. Containers shall include, but not be limited to, steel and poly containers/drums of various sizes, (ex., 55-gallon, 30-gallon, 5-gallon, etc.).
1. Additional DOT-approved containers and packing materials will be made available for purchase by DSW for use in HEC3 programs, upon request. These additional materials shall be billed as a separate line item on the monthly invoice per contract price.
- viii. The Contractor staff must process and handle all waste in a professional, safe, and competent manner. All equipment must be clean and properly maintained.
- ix. The Contractor must take all appropriate measures necessary to prevent property damage, ensure human health, safety, and welfare, and protect the environment and ancillary areas.
- x. Whenever needed, or when departing the site, the Contractor must render the area environmentally safe, taking care of any spills/releases that may have occurred during performance of work. The Contractor must leave the HEC3 Permanent Collection Center and Mobile Collection Event sites in their original state after each event.
- xi. In the event of an emergency requiring assistance by emergency personnel (Fire, Police, County HAZMAT Team), all on-site activities will be directed by the responding agency's Incident Commander.

**b. RECORDS/REPORTS****i. Manifests:**

1. The Contractor shall complete and maintain manifests for all waste collected and removed. All manifests shall include storage and recycling or disposal sites by category of waste removed. The manifest description and hazard classification shall not be changed without prior written approval by DSW. DSW must be informed immediately in writing to document the request of approval for changes to the manifest. DSW shall respond in writing acknowledging the request to change the manifest. If DSW approves modifying the manifest, a copy of the corrected manifest must be sent to DSW immediately.
  - a. DSW's designated representative shall sign the manifests as generator of all household hazardous wastes collected through the HEC3 Permanent Collection Center and Mobile Collection Events.
  - b. The Contractor shall manifest all waste collected from VSQGs, with the Contractor identified as the generator, whether during scheduled VSQG Business Collection Events at DSW's HEC3 or at any time that a VSQG utilizes any of the terms and conditions of this Contract and will supply VSQGs with receipts for all waste accepted.

**AGREEMENT**

- i. The Contractor shall provide DSW with the name, address, material type and weight of waste collected from each VSQG at the end of each VSQG Business Collection Event, prior to leaving the site.
  2. The Contractor shall provide container content sheets describing contents of each drum/container together with container cross-reference sheets indicating manifest numbers and waste profiles, enabling DSW staff to identify the waste by manifest.
  3. The Contractor shall provide copies of all hazardous waste manifests, container contents sheets, and container cross-reference sheets prepared and signed during each event to DSW prior to removal of the waste from the HEC3 Permanent Collection Center or Mobile Collection Event.
  4. The Contractor shall provide DSW with 1) "Generator's Initial Copy", 2) "Designated Facility to Generator", and 3) "Designated Facility to EPA's e-Manifest System with applicable Land Disposal Restrictions forms for each manifest.
- ii. Certificates of Disposal:
  1. The Contractor must certify that all waste removed from the HEC3 programs are properly recycled/disposed of in accordance with all applicable local, State, and Federal regulations. Certificates of disposal must be issued by the Contractor and must identify the waste recycled/disposed of as waste collected from the HEC3 Permanent Collection Center and Mobile Collection Events by the final manifest's drum numbers, the recycling/disposal facility, and the recycling/disposal method. Disposal certificates must be received by DSW within ninety (90) days of each scheduled service.
  2. The Contractor understands and agrees that a certificate of disposal will be provided to the generator of any chemical waste accepted/managed under the terms and conditions of this contract.
  3. Recycling, reuse, and waste minimization are of the utmost importance to DSW. The Contractor will recycle as much of the waste generated as possible.
- iii. Reports:
  1. Permanent Collection Center Cleanouts and Mobile Collection Events:
    - a. The Contractor will provide DSW with a chemical waste removal log for each event. These logs shall be provided by the Contractor and verified by DSW's designated representative prior to waste removal, and shall include at a minimum:
      - i. Collection date
      - ii. Address of waste collection location
      - iii. Number and type of containers/drums utilized for each waste category
      - iv. Identification number of each container and corresponding waste
      - v. Quantity and weight (in pounds) of each container/drum, exclusive of container/drum weight
  2. VSQG Business Collection Events:
    - a. The Contractor shall provide copies of the invoice or a report of the VSQG waste that was accepted under the terms and conditions of this contract after each event. The invoice/report shall include at a minimum:



**AGREEMENT**

- i. Collection date
  - ii. Address of waste collection location
  - iii. Facility name and generator address of each participating VSQG
  - iv. Category and quantity (net pounds, exclusive of container/drum weight) of waste collected
- iv. Document Ownership:
1. DSW shall review and approve all documents submitted to the Contractor. All documents produced by the Contractor under the terms and conditions of this contract shall become the property of DSW without restrictions or limitations upon their use.

**c. QUALITY CONTROL**

- i. DSW shall have the right to inspect:
  1. Any part of the Contractor's work during performance including, but not limited to, packaging, labeling, and manifesting of all collected waste.
  2. All drums prior to removal from DSW property or Mobile Collection events.
- ii. DSW reserves the right to require the Contractor to reweigh each individual drum.

**d. PAYMENT FOR SERVICES**

- i. The Contractor shall submit an itemized invoice within thirty (30) days of service which shall provide the following information by service event:
  1. Date(s), location of service, and corresponding manifest number
  2. Quantities, in pounds, by category, of waste collected per each service event
  3. Cost per pound of waste collected by category
  4. Number of drums and other containers used for disposal
  5. DSW shall review and approve for payment by the County all invoices provided by the Contractor under the terms and conditions of this contract. Invoices shall be verified through manifests and disposal logs and approved by DSW's designated representative.

**4. SCOPE OF SERVICES****a. Permanent Collection Center Cleanouts**

- i. This consists of preparing collected waste for shipment and off-site disposal. This also includes inventorying the waste, labeling, marking, and manifesting, and identifying any unknowns.

**AGREEMENT**

- ii. The Contractor shall bi-weekly, or within two (2) working days after receipt of notification from DSW, arrive at the HEC3 Permanent Collection Center to remove any and all waste as directed by DSW.
    1. The cleanout shall be accomplished on a weekday between 7 am and 5 pm.
    2. The Contractor must provide adequate personnel, materials, equipment, vehicles, and paperwork to handle all collected waste onsite at the time of the cleanout. This includes DOT-approved shipping containers, equipment and supplies necessary to accept, sort, segregate, classify, package, weigh, manifest, label, transport and properly dispose of waste.
      - a. The Contractor is solely responsible for ensuring that all personnel working on County property are provided appropriate personal protective equipment and have been properly trained and certified to handle hazardous waste.
      - b. The Contractor shall make every effort to minimize use of supplies in performance of the work.
    3. The Contractor will be responsible for identification and proper disposal of unknown waste not identified by DSW staff.
    4. The Contractor shall weigh and record the net weight of all collected waste in conjunction with DSW Designated Representative. Each size and type of container or drum shall be tarred, and the tare weight subtracted from the weight of the full, sealed container.
    5. The Contractor shall remove all accepted, weighed, packed, and manifested waste at the time of the event. No containers of waste packaged by the Contractor are to remain at DSW overnight without the consent of DSW. If left overnight, with approval from DSW, containers must be retrieved within twenty-four hours of the cleanout event.
  - iii. The DSW designated representative shall be on hand to supervise/manage/oversee the Contractor's work and must review all documentation and sign the manifest and other documents as generator of all household chemical wastes collected prior to their removal.
- b. Mobile Collection Events
- i. The Contractor shall operate up to four (4) Mobile Collection Events per year for the county and three (3) Pinellas County municipalities: one (1) for the City of Gulfport, one (1) for the City of Largo, and one (1) for the City of St. Petersburg.
    1. Up to four (4) Saturdays per year at a county location and three municipal locations to be determined by the host municipality: one (1) in the City of Gulfport (Gulfport contact Tom Nicholls, [tnicholls@mygulfport.us](mailto:tnicholls@mygulfport.us)), one (1) in the City of Largo (Largo contact Eric Floyd, [efloyd@largo.com](mailto:efloyd@largo.com)), and one (1) in the City of St. Petersburg (St. Petersburg contact Jay Crooks, [jack.crooks@stpete.org](mailto:jack.crooks@stpete.org)).
    2. Contractor to coordinate event dates/times directly with host municipality. Pinellas County Mobile Collection Events at the Pinellas County Government Center are to be prioritized when coordinating dates with municipality for their collections.
  - ii. The Contractor shall operate up to twenty-four (24) Mobile Collection Events per year for Pinellas County.
    1. Up to two (2) Saturdays per month at the Pinellas County Government Center located at 29582 U.S. Highway 19 North, Clearwater, FL 33761, typically the second and/or fourth Saturday, open to the public from 9 am to 2 pm.

**AGREEMENT**

- iii. The Contractor will be responsible for setting up the events to allow for a 9 am start, including equipment staging, traffic patterns using cones and signs, and supplies.
- iv. The Contractor will be responsible for adequately staffing the events based on the data provided in Services Agreement, Exhibit A, Statement of Work, Number 2, subsection b..
  - a. The Contractor shall provide personnel to include:
    - i. Trained chemists
    - ii. DOT-certified drivers
    - iii. 40-hour Hazardous Waste Operator (HAZWOPER)-certified staff
    - iv. Trained first responders
  - b. The Contractor is solely responsible for ensuring that all personnel working on County property are provided appropriate personal protective equipment and have been properly trained and certified to handle hazardous waste. Safety training records must be made available upon request.
- v. The Contractor shall provide the following materials, equipment, and supplies, at a minimum, at each event:
  - a. Roll-off container liners for 40-yard roll-off containers for paint, 1-pound cylinders, and electronics disposal.
  - b. Approved DOT shipping containers and all other packing materials associated with the containers.
  - c. Appropriate spill containment and cleanup kits for all household chemicals accepted (including, but not limited to, paint, ignitables, corrosives, reactives, toxics, oxidizers, and mercury).
  - d. Other required safety equipment as required, but not limited to, PPE, first aid kit, respirators with appropriate cartridges, air horn, appropriate fire extinguishers for all materials collected, and grounding for bulked materials.
  - e. Impermeable ground protection (ex., tarp) for pavement in all work processing areas where spills might occur.
  - f. A forklift or other lifting mechanism for the maneuvering of heavy items.
  - g. A Florida State Department of Agriculture-certified scale(s). The certified scale(s) must be capable of accurately weighing from one (1) pound to nine hundred ninety-nine (999) pounds. The Contractor is responsible for maintenance, servicing, and certification of scales. Certification documentation must be supplied to DSW prior to scale use and a valid certification sticker must be displayed on the scale.
  - h. Drinking water and port-a-potty for Contractor staff.
- vi. The Contractor will be responsible for traffic flow and control during the events.
- vii. The Contractor will be responsible for unloading vehicles, sorting, segregating, classifying, packaging, bulking, weighing, manifesting, invoicing, transporting and properly disposing of received wastes.

**AGREEMENT**

- a. The Contractor shall make every effort to minimize use of supplies in performance of the work.
- viii. The Contractor will be responsible for cleaning up after the event's closure at 2 pm, including the stowage of Contractor supplies, and the removal of all equipment, and wastes.
    - a. The Contractor shall remove all accepted, weighed, packed, and manifested waste at the time of the event. No accepted or dumped wastes or containers of waste packaged by the Contractor are to remain onsite following the completion of the event.
    - b. The Contractor will ensure the site is cleaned and placed back in the same condition as pre-event. DSW personnel will approve site condition before the Contractor leaves the site.
  - ix. A DSW designated representative shall be on hand to check-in customers, and to supervise/manage/oversee the Contractor's work and must review all documentation and sign the manifest and other documents as generator of all household chemical wastes collected prior to their removal.
  - x. Non-household waste and business waste shall not be collected at Mobile Collection Events.
  - xi. Items not accepted through the HEC3 programs must not be accepted at Mobile Collection Events. If items not on [the HEC3 accepted items list](#) are accepted at the Mobile Collection Events, they must be properly disposed by the Contractor at the Contractor's expense.
- c. VSQG Business Collection Events
    - i. The Contractor shall be required to hold monthly VSQG Business Collection Events at the rear of the HEC3 Permanent Collection Center, 2857 110<sup>th</sup> Avenue North, St. Petersburg, FL 33716.
      1. The Contractor will accept hazardous waste (as defined in 40 CFR 261) from VSQGs (as defined in 40 CFR 260.10), only.
      2. The Contractor will accept non-hazardous waste, universal waste (as defined in 40 CFR 273, 62-730, FAC, and 62-737, FAC), used oil (as defined in 40 CFR 279 and 62-710, FAC), used oil filters (as defined in 62-710, FAC), and electronic waste from VSQGs, Small Quantity Generators (SQGs) (as defined in 40 CFR 260.10), and Large Quantity Generators (LQGs) (as defined in 40 CFR 260.10).
    - ii. The VSQG Business Collection Events are held on the second Wednesday of each month from 9:00 am to 4:00 pm, unless otherwise notified.
      1. DSW will coordinate the planning and implementation of VSQG Business Collection Events with the Contractor.
      2. The Contractor will be responsible for unloading vehicles, sorting, segregating, classifying, lab packing per DOT specifications, bulking, weighing, manifesting, billing, transporting, and properly recycling/disposing of all chemical and electronic waste accepted by the Contractor from businesses.
      3. The Contractor will be responsible for setting up the events to allow for a 9 am start.
      4. The Contractor shall remove all accepted, weighed, packed, and manifested waste at the time of the event. No containers of waste packaged by the Contractor are to remain at DSW overnight.

**AGREEMENT**

5. DSW will provide a minimum of thirty (30) days advance notice to the Contractor for each schedule change for a VSQG Business Collection Event unless change is due to an emergency event such as weather.
- iii. On each scheduled VSQG Business Collection Event, DSW shall allow the Contractor's personnel use of its utilities and sanitation facilities.
- iv. DSW shall provide traffic control, security, and an on-site DSW Designated Representative.
- v. The Contractor shall offer the business the same rates as listed in Exhibit C.
  1. The business rate shall be all inclusive of all costs associated with handling the waste, including, but not limited to, manifest fees, surcharges, packaging, transportation, and disposal or recycling.
  2. Cost for disposing of VSQG waste accepted by the Contractor shall be the responsibility of the generator and payable to the Contractor under terms and conditions established by the Contractor.
  3. DSW shall not be responsible for the collection of fees, or any other costs incurred by the Contractor in the performance of these services.
- vi. The Contractor shall provide the following materials, equipment, and supplies, at a minimum, at each event:
  - a. Approved DOT shipping containers and all other packing materials associated with the containers.
  - b. Appropriate spill containment and cleanup kits for all chemicals accepted (including, but not limited to, paint, ignitables, corrosives, reactives, toxics, oxidizers, and mercury).
  - c. Other required safety equipment as required, but not limited to, PPE, first aid kit, respirators with appropriate cartridges, air horn, and appropriate fire extinguishers for all materials collected.
  - d. Impermeable ground protection (ex., tarp) for pavement in all work processing areas where spills might occur.
  - e. A forklift or other lifting mechanism for the maneuvering of heavy items.
  - f. A Florida State Department of Agriculture-certified scale(s). The certified scale(s) must be capable of accurately weighing from one (1) pound to nine hundred ninety-nine (999) pounds. The Contractor is responsible for maintenance, servicing, and certification of scales. Certification documentation must be supplied to DSW prior to scale use and a valid certification sticker must be displayed on the scale.
  - g. The Contractor shall make every effort to minimize use of supplies in performance of the work.
- vii. The Contractor will be responsible for adequately staffing the events based on the data provided Services Agreement, Exhibit A, Statement of Work, Number 2, subsection c.
  1. The Contractor shall provide personnel to include:
    - a. Trained chemists
    - b. DOT-certified drivers

**AGREEMENT**

- c. 40-hour Hazardous Waste Operator (HAZWOPER)-certified staff
      - d. Trained first responders
    2. The Contractor is solely responsible for ensuring that all personnel working on County property are provided appropriate personal protective equipment and have been properly trained and certified to handle hazardous waste.
    3. Safety training records must be made available upon request.
  - viii. The Contractor and DSW will coordinate a site utilization and safety plan for VSQG Business Collection Events.
  - ix. The Contractor will provide each business with an invoice and disposal receipt that includes the following:
    1. Collection date
    2. Collection location
    3. Facility name and generator address of each participating VSQG
    4. Category and quantity (net pounds, exclusive of container/drum weight) of waste collected
  - x. Copies of the invoices and disposal receipts provided to each business shall be provided to DSW on the day of the VSQG Business Collection Event.
- d. Direct Off-Site VSQG Service
  - i. The Contractor shall accept VSQG waste (chemicals and electronics) generated within Pinellas County directly from VSQGs at such times when there are no scheduled VSQG Business Collection Events.
  - ii. DSW contract rates will apply to all Pinellas County VSQG wastes accepted by the Contractor onsite at the VSQG's place of business or directly at the Contractor's place of business.
    1. The Contractor may establish a set fee for collection of waste from the VSQG place of business to cover transportation costs.
    2. This provision does not prevent or limit any VSQG from negotiating any other rates or fee schedule with the Contractor directly.
- e. Elementary Neutralization Tank Service
  - i. Contractor will provide for service of the 200-gallon capacity elementary neutralization unit located at the HEC3 Permanent Center one (1) time during the contract term (three (3) years).
    1. Contractor to perform a Toxicity Characteristic Leaching Procedure (TCLP) analysis on the contents of the elementary neutralization tank.
    2. Upon receipt of analysis results, Contractor to evacuate and properly dispose of elementary neutralization unit contents.
    3. Contractor to replenish elementary neutralization unit with 1 ½" to 3" sized lime rock.

AGREEMENT
-----------

## EXHIBIT B - INSURANCE REQUIREMENTS

### 1. 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 subcontractors 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.

### 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.

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 Political 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote 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 Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Vendor or their agent prior to the expiration date.

1) The Vendor shall also notify the County within twenty-four (72) 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.

**AGREEMENT**

D. If subcontracting is allowed under this Quote , 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 subcontractor 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 as outlined below.
- 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.

Limits

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



**AGREEMENT**

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
------------------------------------	-------------

**4) Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limit

Each Occurrence	\$2,000,000
General Aggregate	\$ 2,000,000

**5) Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

**AGREEMENT**

Per Claim or Occurrence	\$3,000,000
General Aggregate	\$3,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- 6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

**AGREEMENT**

**EXHIBIT C - PAYMENT SCHEDULE**

	Chemical Waste Category	Annual Quantity (pounds)		Unit Price per Pound		Total Annual Cost
A	Aerosols	25,000	X	\$ 1.48	=	\$ 37,000.00
B	Bulked Antifreeze	5,000	X	\$ 1.06	=	\$ 5,300.00
C	Bulked Gasoline	21,000	X	\$ 1.19	=	\$ 24,990.00
D	Bulked Oil/Diesel	17,000	X	\$ 1.06	=	\$ 18,020.00
E	Chlorinated/Halogenated Wastes	50	X	\$ 1.23	=	\$ 61.50
F	Corrosives	40,000	X	\$ 1.12	=	\$ 44,800.00
G	Cyanide/Sulfide Wastes	50	X	\$ 9.79	=	\$ 489.50
H	Damaged Lithium Batteries	1,000	X	\$ 9.79	=	\$ 9,790.00
I	Flammable Liquids	40,000	X	\$ 1.30	=	\$ 52,000.00
J	Flammable Solids	20,000	X	\$ 1.96	=	\$ 39,200.00
K	Flares	1,000	X	\$ 10.49	=	\$ 10,490.00
L	Gasoline/Diesel (tank pump-out, if needed)	15,000	X	\$ 1.19	=	\$ 17,850.00
M	HID Lamps	100	X	\$ 2.25	=	\$ 225.00
N	Lead-acid batteries (including sealed lead-acid batteries)	40,000	X	\$ 1.28	=	\$ 51,200.00
O	Lithium Batteries	6,000	X	\$ 7.62	=	\$ 45,720.00
P	Lithium-ion Batteries	2,000	X	\$ 1.78	=	\$ 3,560.00
Q	Mercury for Recycling	100	X	\$ 58.81	=	\$ 5,881.00
R	Mercury Poisons	100	X	\$ 27.51	=	\$ 2,751.00
S	Mercury-containing Devices	100	X	\$ 58.81	=	\$ 5,881.00
T	Mercury-containing Lamps	6,000	X	\$ 1.32	=	\$ 7,920.00
U	Mixed Batteries	5,000	X	\$ 7.05	=	\$ 35,250.00
V	Oil (tank pump-out, if needed)	15,000	X	\$ 1.06	=	\$ 15,900.00
W	Lead-based Paint	100	X	\$ 1.59	=	\$ 159.00
X	Oxidizers	3,000	X	\$ 4.05	=	\$ 12,150.00
Y	PCB-contaminated and PCB-containing materials	100	X	\$ 1.90	=	\$ 190.00
Z	Poisons	70,000	X	\$ 2.30	=	\$ 161,000.00
AA	Reactives	200	X	\$ 9.79	=	\$ 1,958.00
BB	Rechargeable Batteries	600	X	\$ 1.65	=	\$ 990.00
CC	Smoke Detectors	200	X	\$ 5.61	=	\$ 1,122.00
DD	UV & Neon Lamps	200	X	\$ 2.25	=	\$ 450.00
<b>TOTAL COST:</b>						<b>\$612,298.00</b>

	Electronic Material Category	Annual Quantity	Unit Price per Pound	Total
1	Audio/Visual Equipment: stereos, VCRs, radios, speakers, DVD players, etc.	500	0.60	\$ 300.00
2	Computers (CPUs), Laptops, and Tablets	2,500	\$ 0.40	\$ 1,000.00
3	CRT Televisions and Monitors	13,000	\$ 0.75	\$ 9,750.00
4	Flat-screen Televisions and Monitors	22,000	\$ 0.75	\$ 16,500.00
5	Household Electronics: microwaves, power tools, vacuums, etc.	500	\$ 0.60	\$ 300.00
6	Large Peripherals: printers, copiers, plotters, typewriters, etc.	6,000	\$ 0.60	\$ 3,600.00
7	Small Peripherals: keyboards, mice, game hardware, external drives, etc.	8,000	\$ 0.60	\$ 4,800.00
8	Telecommunication Devices: telephones, cellular phones, fax machines, pagers, handheld devices, modems, etc.	500	\$ 0.06	\$ 30.00
9	UPS and Power Supplies	9,000	\$ 0.75	\$ 6,750.00
<b>Annual Total</b>				<b>\$ 43,030.00</b>

**AGREEMENT**

	Container	Annual Quantity	Unit Cost (per container)	Unit Cost (per container)
A.	85-gallon Salvage Drum	2	\$265.00	\$530.00
B.	55-gallon Steel Drum	975	\$40.00	\$39,000.00
C.	55-gallon Steel Closed-Top Drum	12	\$36.00	\$432.00
D.	55-gallon Fiber Drum	325	\$44.00	\$14,300.00
E.	30-gallon Steel Drum	3	\$43.00	\$129.00
F.	30-gallon Fiber Drum	69	\$50.00	\$3,450.00
G.	20-gallon Fiber Drum	2	\$14.00	\$28.00
H.	5-gallon Plastic Pail	225	\$12.00	\$2,700.00
I.	5-gallon Steel Pail	6	\$45.00	\$270.00
J.	Cubic-yard Box with liner	20	\$70.00	\$1,400.00
			<b>TOTAL COST:</b>	<b>\$62,239.00</b>

		Annual Quantity	Unit Cost (per event)	Total
A.	<b>Mobile Collection Event Fee</b> (to include mobilization, setup, equipment, supplies, labor, waste handling, event operations, teardown, and cleanup)	27	\$8,550.00	\$230,850.00
B.	<b>Elementary Neutralization Tank Service</b> - accurate waste determination of 250-gallon neutralization tank contents, emptying and disposal of tank contents, and replacement of 1/2" to 1" #57 Lime Rock (to include mobilization, labor, equipment, supplies, testing, and disposal)	1	\$9,600.00	\$9,600.00
			<b>TOTAL:</b>	<b>\$240,450.00</b>

<b>1. CHEMICAL WASTE STREAMS</b>	\$ 612,298.00
<b>2. ELECTRONICS WASTE STREAMS</b>	\$ 43,030.00
<b>3. SUPPLEMENTAL CONTAINERS</b>	\$ 62,239.00
<b>4. OTHER COSTS OR FEES (ALL INCLUSIVE)</b>	\$ 240,450.00
<b>Unspecified</b>	\$ 30,000.00
<b>Total Annual Cost</b>	<b>\$ 988,017.00</b>
<b>Total 3-Year Cost</b>	<b>\$ 2,964,051.00</b>

**AGREEMENT**

**EXHIBIT D - PAYMENT/INVOICES**

**PAYMENT/INVOICES:**

CONTRACTOR 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 Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR 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:**

**Contractor 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).

**AGREEMENT****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.