

**AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC
SEATING SERVICES/BUS BENCHES**

This AGREEMENT made and entered into, in duplicate, this _____ day of _____, 2025 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and BIG BROTHERS BIG SISTERS OF TAMPA BAY, INC., BOYS & GIRLS CLUBS OF THE SUNCOAST, INC., SPECIAL OLYMPICS FLORIDA, INC., not for profit corporations or organizations, hereinafter collectively referred to as "CLUBS," or where individually indicated, "CLUB," and METROPOLITAN SYSTEMS, INC., a Florida corporation, hereinafter referred to as "SERVICE PROVIDER."

WITNESSETH:

WHEREAS, on November 10, 2015, the CLUBS and Metropolitan Systems, Inc., a Florida corporation, entered into an Agreement for the Installation and Maintenance of Public Seating Service/Bus Benches and on March 4, 2022, the parties executed the First Amendment to the Agreement for the Installation and Maintenance of Public Seating Services/Bus Benches (the First Amendment) (collectively "Prior Agreement"); and

WHEREAS, the Parties desire to address concerns regarding the Prior Agreement, and set forth new parameters by which a bus bench program can continue in Pinellas County in accordance with the needs of the traveling public.

WHEREAS, this Agreement is made pursuant to Section 337.408, Florida Statutes (2025), whereby a municipality or county may authorize the installation, without public bid, of benches and transit shelters together with advertising displayed thereon within the right-of-way limits of such roads; and

WHEREAS, the COUNTY desires to have benches placed at transit stops and at other points of pedestrian convenience or necessity upon County roads ("County Roads") as defined by Section 334.03, Florida Statutes (2024) within its unincorporated areas, as currently constituted or hereafter enlarged or contracted, in order that such amenities may fulfill a collateral public transportation need and be of continuing benefit to those who use public transportation, and to others; and

WHEREAS, the CLUBS desire to sponsor or co-sponsor as a civic project in the community for the benefit and accommodation of the general traveling public, and of others, the installation and continued provision of benches at transit stops and at other points of pedestrian convenience or necessity within the unincorporated areas of the County as now constituted and hereafter enlarged; and

WHEREAS, the SERVICE PROVIDER is engaged in the manufacturing, installation, and management of street furnishings, including benches, as an ordinary and desirable incident of urban streets and roads, and, to that end, has entered into agreements with the CLUBS; and

WHEREAS, the COUNTY desires to ensure that benches are being placed in accordance with state and federal law at locations that benefit the public; and

WHEREAS, pursuant to Florida Administrative Code, Chapter 14-20, the Florida Department of Transportation (“FDOT”) allows placement and maintenance of benches on the right-of-way of state roads and highways within unincorporated Pinellas County upon written approval of the County; and

WHEREAS, when benches are placed on State right-of-way upon the COUNTY’s authorization, pursuant to Florida law, the COUNTY is responsible for correcting or removing any bench the FDOT deems to be a safety hazard; and

WHEREAS, the state law additionally prescribes standards for the placement of benches within the State right-of-way; and

WHEREAS, the CLUBS and SERVICE PROVIDER desire to place and have placed benches within the State and County rights-of-way; and

WHEREAS, the COUNTY wishes to provide seating to the public in accordance with state law while minimizing the COUNTY’s financial exposure.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals: The Recitals hereinabove set forth are true and correct and are incorporated herein and made a part hereof by this reference.
2. All Prior Agreements between the COUNTY, and the CLUBS related to the placement of benches are hereby terminated by mutual agreement.
3. All Prior Agreements between the COUNTY and Metropolitan Systems, Inc. are hereby terminated.
4. The SERVICE PROVIDER represents and warrants that it is responsible for all benches it previously placed pursuant to or under the auspices of any prior agreements with the COUNTY or upon State rights-of-way with the consent of the COUNTY, which the SERVICE PROVIDER shall identify in a written inventory by specific location, to be submitted to the COUNTY within forty-five (45) days of the effective date of this Agreement. Any bench previously placed within the area covered by this Agreement that is within the same style as benches previously placed and marked by the SERVICE PROVIDER for Metropolitan Systems (see Exhibit "B" for a sample unit) shall be considered the responsibility of the SERVICE PROVIDER, unless the SERVICE PROVIDER can satisfy the COUNTY that ownership and responsibility for any such bench was previously transferred to a transit provider. If additional bench(es) are found that appear to have been placed by the SERVICE PROVIDER, within thirty (30) days' notice to the SERVICE PROVIDER, the SERVICE PROVIDER has the option to amend the inventory list to include such bench(es) with approval of the COUNTY, prove to the COUNTY that such bench(es) was not placed by the SERVICE PROVIDER or that, if so placed, ownership was transferred to a transit provider. If the SERVICE PROVIDER rejects the addition of such benches, the COUNTY denies approval to add any bench(es) to the inventory, or the SERVICE PROVIDER fails to prove it did not place the bench(es) or it did transfer ownership of the bench(es), the SERVICE PROVIDER shall be solely responsible for the cost of removal for such benches. If the SERVICE PROVIDER fails to remove any such bench(es) for which the SERVICE PROVIDER is responsible for the cost of removal, within sixty (60) days from the date of notice, the COUNTY may arrange for such removal without further notice to the SERVICE PROVIDER and the SERVICE PROVIDER shall be responsible for paying the COUNTY for all costs incurred by the COUNTY for such work. The SERVICE PROVIDER agrees to pay such invoices submitted by the COUNTY within fifteen (15) days of receipt.

Nothing herein releases the SERVICE PROVIDER from liability arising from negligent acts of the SERVICE PROVIDER prior to the submission of said inventory for any previously placed benches not included thereon.

5. All benches previously placed by the SERVICE PROVIDER pursuant to or under the auspices of the Prior Agreement or upon State rights-of-way are subject to and must comply with the terms of this Agreement.

6. The COUNTY hereby grants the CLUBS and the SERVICE PROVIDER the right to install benches upon public space under the COUNTY's jurisdiction or control, and the SERVICE PROVIDER will install, and at all times hereunder will continue to furnish benches, as hereinafter provided upon public space within the unincorporated areas of Pinellas County, as now constituted or hereafter enlarged or contracted, in a quantity sufficient, in the judgment of the COUNTY reasonably exercised, to establish a public seating service within the County for the benefit of the general traveling public as well as for the benefit of others. The public seating service is without cost to the COUNTY, however, in order to fund such service, the COUNTY further hereby grants the CLUBS and the SERVICE PROVIDER the right to lease display space on said benches as hereinafter provided, for both public service and commercial messages. The CLUBS and SERVICE PROVIDER have no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the COUNTY or State in connection with the execution, delivery and/or performance of this Agreement by the parties

7. Pursuant to Florida Administrative Code, Chapter 14-20, the Florida Department of Transportation ("FDOT") allows placement and maintenance of benches on the right-of-way of State roads and highways within unincorporated Pinellas County upon written approval of the COUNTY. When approved by the COUNTY, any bench placed on State right-of-way in unincorporated Pinellas County is subject to the provisions of this Agreement.

8. Benches and any required mounting pads placed within the unincorporated areas of Pinellas County, are governed by and subject to the following general criteria:

A. SERVICE PROVIDER must install all benches on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, the SERVICE PROVIDER must install, at its sole expense, a mounting pad.

- B. Benches and any required mounting pads placed upon County Roads must, at all times, comply with all applicable federal and state laws, and placed in accordance with the following design documents, as may be amended. Should conflicts exist between the provisions of the following, the more stringent requirement applies:
- I. Pinellas County Transportation Design Manual;
 - II. The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook);
 - III. The FDOT Design Manual, chapter 215;
 - IV. FDOT Accessing Transit Design Handbook for Florida Bus Passenger Facilities;
 - V. Florida Building Code, Residential, 7th Edition (2020); and
 - VI. Public Right-of-Way Accessibility Guidelines (PROWAG).
- C. Benches and concrete mounting pads placed upon State roads and highways must comply with the design documents referenced herein and any other requirements of the FDOT, including, but not limited to 14-20.0032, Florida Administrative Code. Should conflicts exist between the provisions of the following, the more stringent requirement applies.
- D. Prior to installing a bench or mounting pad at a designated transit stop pursuant to this Agreement, the SERVICE PROVIDER must have the tentative placement reviewed by the transit provider and the SERVICE PROVIDER must provide the COUNTY with the transit provider's approval.
- E. All benches and mounting pads installed pursuant to this Agreement must be installed within existing public rights-of-way or an appropriate public easement. The SERVICE PROVIDER is responsible for all survey, layout, and other work necessary to ensure placement within public right-of-way or easement interest as well as determining the appropriateness of the easement. The SERVICE PROVIDER is expressly prohibited from overburdening any

easement.

- F. Any bench placed on any part of a sidewalk must leave a clear, unobstructed width of five feet standard (four feet minimum with County approval where constraints exist) for pedestrian traffic wholly within the sidewalk or walking path (measured between the edges of the sidewalk or walking path, not including the top of any roadway curbs).
 - G. Benches may not be placed on limited access facilities or within such rights-of-way pursuant to this Agreement.
 - H. SERVICE PROVIDER is responsible for compliance with all notices of violation promulgated by the Florida Department of Transportation and all costs for removal or modification of benches on state rights-of-way pursuant to 14-20.0032, F.A.C.
9. Should any bench or mounting pad fail to conform to the above general criteria or should a property owner object to the presence of a bench abutting his property, then the COUNTY may order the SERVICE PROVIDER to adjust or remove such bench and mounting pad at the expense of the SERVICE PROVIDER. Such removal or adjustment must occur within thirty (30) days of receipt of written notice from the COUNTY. For benches placed pursuant to any prior agreement between the COUNTY and the CLUBS, the SERVICE PROVIDER agrees to remove any benches that are not in compliance with this Agreement, including not placed in an approved location, within thirty (30) days after receiving written notification from the COUNTY.
10. Provided that the SERVICE PROVIDER notifies COUNTY at least thirty (30) calendar days prior to installation of the desired placement of no more than twenty-five (25) benches at a time at transit stops, and the SERVICE PROVIDER staggers notifications so that no more than twenty-five (25) bench locations are awaiting COUNTY review at any given time, this Agreement will serve as a general Right-of-Way Permit for the placement of benches and any required mounting pads at transit stops on County rights-of-way. However, prior to the placement of any bench or any mounting pad pursuant to this agreement, the SERVICE PROVIDER must obtain written permission from the Program Administrator as designated in

writing by the COUNTY, to place the bench and any mounting pad in any requested location, and the SERVICE PROVIDER will comply with all the terms of this Agreement with respect to each bench which has been or will later be installed.

11. The SERVICE PROVIDER is authorized pursuant to this Agreement to place benches and any required mounting pads at places of pedestrian convenience other than at transit stops as approved, in writing, by the COUNTY, however this Agreement does not serve as a general Right-of-Way Permit for those placements and the SERVICE PROVIDER is responsible for seeking individual permits for the placement of benches other than at transit stops upon County rights-of-way, as well as to obtain any necessary permits for the placement of benches upon State rights-of-way.

12. Within 120 days of execution of this Agreement, the COUNTY and SERVICE PROVIDER must review all inventories of currently existing benches placed in accordance with or under the auspices of this Agreement, including all prior versions and prior agreements with any CLUBS, including, but not limited to the Prior Agreement, and agree upon a schedule to remove all benches that are not (a) at an operating transit or school bus stop, (b) in a location approved by the COUNTY, or (c) in the COUNTY'S Program Administrator's opinion, not placed in accordance with this Agreement or applicable law.

13. All benches owned, installed, or maintained pursuant to this Agreement must be located in compliance with section 336.046, Florida Statutes, Chapter 337, Florida Statutes, Rule 14-20, Florida Administrative Code, and in compliance with all applicable Federal, State, and local government laws, statutes, codes, court orders, and consent decrees in existence or adopted during the term of the Agreement. The SERVICE PROVIDER will assure that all benches subject to this Agreement and any required mounting pads subject to this Agreement meet the Americans with Disabilities Act ('ADA') accessibility requirements established by Federal and/or State laws, and to the extent any such benches or required mounting pads are or become non-compliant at any time, the SERVICE PROVIDER will provide to the COUNTY a corrective plan for ensuring that all such benches and required mounting pads for which the SERVICE PROVIDER is responsible pursuant to this Agreement meet ADA accessibility requirements. The corrective plan must be submitted to the Director of Public Works within ninety (90) days of the SERVICE PROVIDER becoming aware that any such benches or mounting pads are non-

compliant. Any corrective plan shall include a specific timeline for the completion of such work, which must be satisfactory to the COUNTY. The Parties agree that any dispute relating to ADA compliance will be resolved by the Pinellas County Office of Human Rights, whose determination will be accepted by all parties as final. The SERVICE PROVIDER agrees to remove, repair, or relocate any benches and mounting pads covered under this Agreement that are located on State rights-of-way as requested by the FDOT to the COUNTY in accordance with Chapter 14-20, Florida Administrative Code. Should the COUNTY be required to remove, repair or relocate any benches or mounting pads covered under this Agreement that are located on State rights-of-way or pay the cost of such removal, repair or relocation performed by or on behalf of FDOT, the SERVICE PROVIDER must reimburse the COUNTY within fifteen (15) days of receipt of an invoice for the costs of such removal, repair, or relocation.

14. The COUNTY reserves the right, upon written notice to the SERVICE PROVIDER, to order the removal or any particular bench which the COUNTY, in its judgment reasonably exercised, believes not to be located to the public benefit. Should the SERVICE PROVIDER fail to remove such bench within thirty (30) days of receiving notice, the COUNTY may remove same at the expense of the SERVICE PROVIDER.

15. At all times hereunder, the benches and any mounting pads which are the subject of this Agreement remain the property of the SERVICE PROVIDER and the SERVICE PROVIDER must maintain said benches and mounting pads in a safe condition, in good repair and presentable appearance. The SERVICE PROVIDER will maintain the area within five (5) feet of each bench, and such maintenance will include mowing and trimming of grass, the removal of trash and debris from the area around each bench, keeping benches and advertising clean and free of graffiti, and the routine inspection of benches and mounting pads for damage during regular maintenance and making the necessary arrangement for timely repairs. At all times hereunder the SERVICE PROVIDER does not have any property interest in the land upon which the benches and any required mounting pads are placed, but merely a license subject to any need of any governmental unit.

16. The SERVICE PROVIDER shall provide normal maintenance as described herein once per month or as often as reasonably required, limited to a maximum of one (1) visit per week. If any site requires more than two (2) visits per week, the SERVICE PROVIDER has the

right to remove the unit, or the COUNTY and SERVICE PROVIDER may reach a mutually agreeable alternative solution.

17. As benches are placed in or adjacent to public rights-of-way controlled by the State or COUNTY with the consent of the COUNTY, no bench may contain advertising for goods or services of which a minor cannot lawfully partake.

18. SERVICE PROVIDER must maintain insurance according to the requirements set forth in Exhibit "A" attached to this Agreement. Said insurance coverage must be primary non-contributory basis in nature. Further, the SERVICE PROVIDER agrees to indemnify, defend, and pay the costs of defense, and hold harmless the COUNTY from and against all claims, losses and expenses, including court costs and attorney's fees, arising out of or resulting from any claim of wrongful or negligent acts on the part of the COUNTY and, as to installations adjacent to State roadways/highways the COUNTY and the Florida Department of Transportation, their agents, representatives and employees, related to the placement, installation, maintenance and management of benches hereunder. Without limiting the foregoing, the SERVICE PROVIDER expressly agrees to indemnify and defend, including paying the costs of defense, the COUNTY and, as to installations adjacent to State roadways/highways the COUNTY and the Florida Department of Transportation from any claims of inverse condemnation, or violations of the Americans with Disabilities Act, 42 USC §12101, as amended.

19. It is intended and understood that the program for the placement and continued maintenance of benches established under the terms of this Agreement is philanthropic and quasi-commercial in nature. Accordingly, such program must be sponsored or co-sponsored by the CLUBS, however, notwithstanding anything herein to the contrary, such sponsorship are the CLUBS only obligation and responsibility hereunder. Should a CLUB at any time and for any reason be compelled to withdraw, by written notification to PARTIES, as sponsor of the public seating service established hereunder, the remaining parties named as CLUBS will assume such right, obligation and responsibility, and this Agreement will continue according to its terms.

20. Should the SERVICE PROVIDER or CLUBS be found to be in default of any of the conditions herein it will be given notice in writing, and reasonable time not to exceed forty-five (45) days to correct same. In the event that the SERVICE PROVIDER should fail to correct such default or fail to commence a diligent effort to correct such default within a reasonable

time after receipt of notice of same, the County may, at its option, terminate the rights and obligations created by this Agreement upon the giving of ninety (90) days' notice in writing to the CLUBS and to the SERVICE PROVIDER. Should such termination duly occur or should the rights and obligations to provide public seating as set forth herein cease for any other reason, then the SERVICE PROVIDER will be allowed an additional six (6) month period to remove its benches. The SERVICE PROVIDER must maintain the insurance required pursuant to this Agreement for the duration that benches placed pursuant to this Agreement, or any prior agreement between the COUNTY and the CLUBS, remain on rights-of-way located within the unincorporated COUNTY or other property owned or managed by the COUNTY.

21. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to: acts of god, epidemics, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

22. It is agreed that should the SERVICE PROVIDER become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform the duties under this Agreement, the COUNTY, without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice to the CLUBS and SERVICE PROVIDER and the time limit set for in Clause 20 above shall be waived.

23. Where notice to the SERVICE PROVIDER and/or to the CLUBS is required or otherwise given pursuant to this Agreement, it must be in writing, sent by registered or certified mail to the principal offices with return receipt(s) requested or by personal delivery to such office(s) with receipt furnished.

24. Unless expressly provided otherwise herein, where notice to the COUNTY is required or otherwise given pursuant to this Agreement, it must be in writing, sent by registered or certified mail to the Program Administrator at 22211 US HWY 19 N, BLDG 1, CLEARWATER, FL 33756 with return receipt(s) requested or by personal delivery to such office(s) with receipt furnished. The current Program Administrator is: Mr. Brent Hall, ROW

Engineering Section Manager, Public Works.

25. When written approval by the COUNTY is required, unless otherwise dictated by specific context, approval must be received from the Director of Public Works or the Program Administrator. The Director of Public Works may, by written notification to the SERVICE PROVIDER, change the Program Administrator.

26. This Agreement is for a term of ten (10) years commencing upon execution by the Board of County Commissioners, and thereafter, so long as the CLUBS and SERVICE PROVIDER perform as provided herein, will automatically renew under the same terms and conditions for an additional five (5) year extension. After the first renewal, the parties will have two options to extend the term of this Agreement. by mutual written agreement, for two (2) additional five (5) year extensions, upon the same terms, covenants, and conditions.

27. Every year on October 1, or the following business day if October 1 falls on a weekend or holiday, the SERVICE PROVIDER will provide the COUNTY with a comprehensive inventory of all benches, identifying each bench in accordance with a mutually approved bench data sheet. This inventory will be sent to Pinellas County, Director of Public Works, 22211 US 19 North, Building I, Clearwater, Florida 33765, or at any other such address provided to the SERVICE PROVIDER by the COUNTY.

28. This Agreement takes effect no later than ten (10) days after acceptance and execution by the COUNTY, provided the insurance requirements contained in Exhibit A are satisfied, or upon execution by the COUNTY and receipt by the COUNTY of proof of satisfaction of the insurance requirements contained in Exhibit A, whichever is sooner.

29. This Agreement may be enforced by specific performance.

30. The COUNTY warrants and agrees that displays installed on benches pursuant to the terms of this Agreement do not constitute signage for regulatory purposes.

31. This Agreement should be construed as if each of the Parties equally participated in and equally contributed to the drafting of its provisions with the ordinary and fair meaning attributed to its wording and to each of its terms.

32. In the performance of this Agreement the SERVICE PROVIDER will not

discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, marital status, disability or national origin. The SERVICE PROVIDER will take affirmative action to ensure that employees are treated without regard to their race, color, religion, gender, sexual orientation, Age, marital status, disability or national origin.

33. The SERVICE PROVIDER and CLUBS acknowledge that they are functioning as independent entities in performing this Agreement and are not acting as employees or agents of the COUNTY. The SERVICE PROVIDER and CLUBS acknowledge that they are responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this Agreement will be considered a material breach and grounds for immediate termination of the Agreement, except that notice to cure will be given.

34. Should any one or more of the provisions hereof be found invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions will be null and void and deemed severed from the whole, and such finding will be without effect upon the remaining provisions, which remaining provisions will continue in full force and effect provided that the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties continue to be effective.

35. Attachments as numbered and listed in this Agreement are incorporated herein and made a part hereof by this reference.

36. It is understood and agreed that the COUNTY may permit a person or entity to administer the bus bench program on behalf of the COUNTY, including the Pinellas Suncoast Transit Authority ("PSTA"), which person or entity will be referred to hereinafter as the "Program Administrator." If the COUNTY delegates authority to administer the Agreement to a Program Administrator, the COUNTY will provide the CLUBS and the SERVICE PROVIDER with written notification of this delegated authority.

37. There are no third-party beneficiaries to this Agreement.

38. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and will become effective and binding upon the PARTIES as of the effective

date at such time as all the signatories hereto have signed a counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate or other proper names by the persons duly authorized to sign on their behalf.

*[SIGNATURE PAGES TO FOLLOW THE REMAINDER OF THE PAGE WAS
INTENTIONALLY LEFT BLANK]*

PINELLAS COUNTY, FLORIDA
Board of County Commissioners

ATTEST

By: _____

Print: _____
Board Chair

APPROVED AS TO FORM:

SEAL:

Office of the County Attorney

**BIG BROTHERS BIG SISTERS OF TAMPA
BAY, INC.**

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

BOYS & GIRLS CLUBS OF THE SUNCOAST, INC.

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

SPECIAL OLYMPICS FLORIDA, INC.

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

CREATIVE OUTDOOR ADVERTISING, INC.

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

PCAO 508215

EXHIBIT A - INSURANCE REQUIREMENTS

Notice: The SERVICE PROVIDER must provide a certificate of insurance and endorsement in accordance with this Agreement and the insurance requirements listed below.

The SERVICE PROVIDER shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. 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) Within 10 days prior to execution of this Agreement by the COUNTY the SERVICE PROVIDER shall email certificate that is compliant with the insurance requirements to riskmgmtInsuranceCerts@pinellas.gov. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph c) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- b) No work shall commence pursuant to this Agreement unless and until the required Certificate(s) of Insurance are received and approved by the County. 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) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by SERVICE PROVIDER and any subcontractors to meet the requirements of the Agreement shall be endorsed to include ~~Pinellas County Board of County Commissioners~~
Pinellas County a Political Subdivision of the State of Florida and Florida Department of Transportation (FDOT) as Additional Insureds.
- d) If any insurance provided pursuant to the Agreement expires prior to the expiration of this Agreement, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the SERVICE PROVIDER to the County at least thirty (30) days prior to the expiration date.
 - (1) SERVICE PROVIDER 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 SERVICE PROVIDER from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management, 400 S Fort Harrison Ave., Clearwater, FL, 33756.** Nothing contained herein shall absolve

SERVICE PROVIDER of this requirement to provide notice.

- (2) Should SERVICE PROVIDER, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the SERVICE PROVIDER'S most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) 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 SERVICE PROVIDER'S name on the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (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 SERVICE PROVIDER.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureau, 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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the SERVICE PROVIDER is only using employees named on such list to perform work for the County. Should employees not named be utilized by SERVICE PROVIDER, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the SERVICE PROVIDER to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the SERVICE

PROVIDER.

- g) 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

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

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

| Limit |
|--|
| Combined Single Limit Per Occurrence \$ 1,000,000 |
| Products/Completed Operation \$ 5-2,000,000 |
| Aggregate |
| Personal Injury and Advertising Injury \$ 1,000,000 |
| General Aggregate \$ 5-2,000,000 |

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the SERVICE PROVIDER 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 Bidder can show that this coverage exists under the Commercial General Liability policy.

| Limit |
|---|
| Combined Single Limit Per Accident \$ 1,000,000 |

- (4) Property Insurance SERVICE PROVIDER will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT B – BENCH STYLES OWNED BY METROPOLITAN SYSTEMS

The SERVICE PROVIDER declares and affirms that the following styles of benches are owned and have been previously installed within the unincorporated areas of Pinellas County under the auspices or authority of previous agreements defined in the agreement above.



2025 – FL Short Lexington Unit



2024 – Standard Lexington Unit



2023 & Prior – MetroBench Unit