

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 19th day of July, 2016 ("Effective Date"), by and between LEALMAN SOLID WASTE COLLECTION AND DISPOSAL DISTRICT, a municipal services benefit unit created by Pinellas County and represented by its governing body the Pinellas County Board of County Commissioners, hereinafter referred to as "County" and "District", and County Recycling, Inc., St. Petersburg, Florida 33714 ("Contractor," "Franchisee") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested bids pursuant to Invitation to Bid 156-0364-B "ITB" for Lealman Residential Waste Collection and Disposal Services; and

WHEREAS, this Agreement is intended to implement and fulfill the intentions of Pinellas County Code Chapter 114 Article XI pertaining to the Lealman Solid Waste Collection and Disposal District, and Contractor shall be considered a Franchisee as provided therein; and

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

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

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

1. Definitions.

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

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

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

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

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part

of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

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

3. Services.

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

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the County Project Manager.

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

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

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

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date, and shall remain in full force and effect until December 31, 2021, unless earlier terminated as provided herein.

B. Term Extension.

The Parties may extend the term of this Agreement for an additional five (5) year period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

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

B. The County agrees to pay the Contractor the not-to-exceed sum of \$ 6,500,000.00 during the initial term, and subject to the annual not-to-exceed amounts set forth in Exhibit C, for Services completed and accepted as provided in Section 15 herein if applicable, payable per the rates set out in Exhibits A and C attached hereto, upon submittal of an invoice as required herein. The rates shall not be adjusted except as provided in Exhibit A.

C. Travel Expenses.

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

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

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

6. Personnel.

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

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services

assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

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

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

B. County Default Provisions and Remedies of Contractor.

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

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

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

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

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

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County

Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

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

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

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws. The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims,

including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

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

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Project Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to County Recycling, 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 seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

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

B. Assignment.

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

assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

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

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

For County:

Attn: Charles Mangio
Pinellas County Solid Waste
3095 114th Avenue North
St. Petersburg, FL 33716

For Contractor:

Attn: James Roberto
County Recycling, Inc.
5601 Haines Road North
St. Petersburg, FL 33714

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

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including literature distributed to customers receiving service through this agreement such as brochures and other mailings that inform the customers of the services being provided and offered and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

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

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

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

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

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

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

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

(Signature Page Follows)

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

LEALMAN SOLID WASTE COLLECTION AND DISPOSAL DISTRICT

by and through its governing body:

By: *[Signature]*
Chairman of the Board



ATTEST:
KEN BURKE, CLERK OF COURT

By: *[Signature]*
Deputy Clerk

CONTRACTOR:

County Recycling, Inc.

By: *[Signature]*
Name: James Roberto
Title: President

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES - DEFINITIONS

For the purpose of this agreement, the definitions contained in this section shall apply unless otherwise specifically stated. When consistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Back Door means any physical location for the placement of Residential Waste containers or bags on the customer's property that is not Curbside, but that is accessible by the Franchisee.

Biological Waste means those wastes that cause or have the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

Bulky Waste includes furniture, appliances, C&D Debris, and other similar bulky objects, but excluding extraordinary wastes such as abandoned automobiles, boats, individual tree branches or stumps greater than four (4) feet in length, and C&D Debris in excess of two (2) cubic yards.

Commercial Mobile Home Park means any improved real property divided into ten (10) or more spaces for the erection and maintenance of residential mobile homes, modular homes, recreational vehicles, or trailers in which the individual spaces are not individually owned.

Construction and Demolition (C&D) Debris means materials generally considered to be not water soluble and nonhazardous in nature resulting from construction, demolition, or renovation of a structure, including but not limited to wood, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum, and wallboard.

Contract Manager means the person designated by the Director of Solid Waste to oversee the Agreement for Lealman Residential Waste Collection and Disposal Services.

District means the Pinellas County Board of County Commissioners sitting as the Lealman Solid Waste Collection and Disposal District.

Director means the Pinellas County Solid Waste Department Director.

District Representative means the County Administrator or the person designated by the County Administrator to oversee Lealman Residential Waste Collection and Disposal Services.

Curbside means that portion of the right-of-way within five (5) feet of a roadway.

Designated Facility means Pinellas County Solid Waste Disposal Facility or other solid waste management facility designated by the County.

Exempt Residential Unit means a commercially owned mobile home park that has been approved by the District Representative from the mandatory Residential Collection Service within the Lealman District. These mobile home parks are serviced by commercial dumpsters and are exempted from receiving services under this agreement.

Franchisee means a hauler of Residential Waste operating under a currently valid franchise granted by the governing body of the District pursuant to this agreement.

Garbage includes every waste accumulation of animal or vegetable matter, which attends the preparation, use, cleaning, processing, handling or storing of foodstuffs, and other putrescible waste.

Hazardous Waste means solid waste, or a combination of solid wastes, which because of its quantity, concentration, physical, or chemical characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed, treated, or otherwise managed, and any material or substance identified in the Florida Administrative Code Rule 62-730 and 40 Code of Federal Regulations, Part 261.

EXHIBIT A

STATEMENT OF WORK

Holiday means New Year's Day, Thanksgiving Day, Christmas Day, or any other holiday as approved by the Director.

Lealman District means the unincorporated area of Pinellas County known as Lealman as depicted in Service Area document.

Medium Roll Cart means a 64–66 gallon Roll Cart that has been provided to Residential Units upon request by the customer between the dates of March 1, 2017 through April 1, 2017

Monthly Service Fee means the amount paid by the District to the Franchisee for collection and disposal of Residential Waste.

Recyclable Material or Recyclables means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste. For the purpose of this agreement Recyclable Material at a minimum shall include newsprint, magazines, mixed paper, cardboard, aluminum and steel cans, and plastic containers #1 through #7.

Recycling Subscription means separate collection of Recyclable Materials provided to Residential Units within the Lealman District on a subscription basis. The subscribing customer pays payment for this service directly to the Franchisee.

Residential Collection Service means the regular curbside collection of Residential Waste, Recyclable Material, Yard Waste, and Bulky Waste

Residential Unit means any single family, duplex, triplex, or quadplex dwelling unit with kitchen facilities for which a certificate of occupancy has been issued by the Pinellas County Building Department, including mobile homes, modular homes, recreational vehicles, or trailers that have residential permanent license tags.

Residential Waste means Garbage, Trash, Yard Waste, and Bulky Waste generated by residential households, but excluding Biological Waste and Hazardous Waste.

Roll Cart means a container designed and intended for use with semi-automated or automated collection service.

Special Assessment means the non ad-valorem assessment levied upon residential real property to provide funding for the collection and disposal of Residential Waste and Recyclable Material if included with the monthly service.

Special Collection means a collection service that is provided to the customer by the Franchisee upon request to the Franchisee by the customer. Payment for service is paid by the requesting customer directly to the Franchisee.

Standard Roll Cart means a 94-96 gallon Roll Cart distributed to all Residential Units within the Lealman District.

Tipping Fee means the per ton fee for disposing of Residential Waste at the Designated Facility.

Trash includes paper, cans, bottles, rags, yard waste, and other nonputrescible waste, but does not include Bulky Waste as defined herein.

Yard Waste means grass clippings, leaves, shrubbery cuttings, and tree limbs not over four (4) feet in length or four (4) inches in diameter.

EXHIBIT A

STATEMENT OF WORK

LEALMAN RESIDENTIAL WASTE COLLECTION & DISPOSAL SERVICES - STATEMENT OF WORK

Franchisee shall provide Residential Collection Services to all Residential Units except those that are considered Exempt Residential Units beginning January 1, 2017 and continue services through December 31, 2021.

Franchisee shall maintain, through the term of this contract, a license to collect residential solid waste in unincorporated Pinellas County in accordance with Pinellas County Code, Part II, Chapter 106, Article V.

Franchisee shall collect, twice weekly, all Garbage and Trash placed at the curb by Residential Units.

Franchisee shall provide collection services to each Residential Unit on a route on the same days each week.

Franchisee shall provide Back Door service to disabled customers that have been certified by the District Representative as meeting eligibility requirements for the service.

The Franchisee may provide Back Door service to any customer not certified by the County as negotiated between the Franchisee and the Customer.

Franchisee shall provide collection service to a new Residential Unit within seven (7) calendar days of receiving notification from the District Representative.

Franchisee shall provide service information to all customers at least on an annual basis in January of each year beginning January 2018.

Franchisee shall distribute one Standard Roll Cart meeting specifications detailed in Technical Specifications for Roll Carts document to each Residential Unit receiving Residential Collection Service in the Lealman District by December 31, 2016.

Franchisee shall provide a Medium Roll Cart meeting specifications detailed in Technical Specifications for Roll Carts document to any customer that requests it between the dates of March 1, 2017 through April 1, 2017. Franchisee shall provide a small Recycling Roll Cart meeting specifications detailed in Technical Specifications for Roll Carts document to any customer that requests a small Recycling Roll Cart at no additional cost to the customer or to the District.

All Roll Carts used for Residential Collection Service under this service agreement will become the property of the District upon completion of the initial distribution.

Franchisee shall fasten the approved Service Notification in a waterproof containment required under Section 3.5 of this bid to each Residential Waste Roll Cart prior to distribution.

Franchisee shall maintain a reserve stock of Standard and Medium Roll Carts equivalent to 2% of the Roll Carts delivered during the initial distribution for use as replacements for damaged or missing Roll Carts.

Franchisee shall provide repair and maintenance to all Roll Carts on an as needed basis and upon request by the customer. There shall be no additional charge to the District or to the resident for this service.

Franchisee shall replace missing or destroyed Roll Carts as requested by the customer within three (3) business days of receiving the request. Cart replacement resulting from fault of the Franchisee shall be provided at no additional cost to the customer or the District. The Franchisee may charge a replacement/delivery fee to the customer for Roll Cart replacement that was not resulting from fault of the Franchisee at a price not exceeding forty dollars (\$40.00).

EXHIBIT A

STATEMENT OF WORK

Transition in Service

Franchisee is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, Franchisee shall submit a Transition Plan to the District Representative no later than October 1, 2016. The plan shall include the following:

1. Date by which conforming collection equipment will be available
2. Date for retaining appropriate staffing levels
3. Establishment of collection routes
4. Date to complete a dry run drive of the collection routes with the collection vehicle driver(s) and Franchisee Operations Manager
5. Roll Cart assembly and distribution plan including key dates to accomplish the distribution (if applicable)
6. Service notification to customers that include:
 - a. Roll Cart distribution information and key dates (if applicable)
 - b. Availability of sixty-five (65) gallon Roll Cart upon request by the customer between the dates of March 1, 2017 through April 1, 2017.
 - c. Collection Service day information
 - d. Collection service information
 - e. Rules for proper placement of materials for collection
 - f. Curbside Recycling information
 - g. Special Collection information
 - h. Contact information for customer questions/concerns
7. Complaint tracking system and process for resolution

Designated Facility

Franchisee shall deliver all Garbage and Trash and Bulky Waste collected through this contract to the Pinellas County Solid Waste Disposal Facility located at 3095 114th Avenue North, St. Petersburg, FL 33716, or other appropriate facility designated by the District. Franchisee shall pay any Tipping Fees associated with the delivery of Yard Waste to the Designated Facility.

Franchisee may deliver segregated Yard Waste to another facility as long as the receiving facility is recycling the Yard Waste. Franchisee shall inform the District Representative of the receiving facility if different from the Pinellas County Solid Waste Disposal Facility. Franchisee shall pay any Tipping Fees associated with the delivery of Yard Waste to the Designated Facility.

Franchisee shall designate where Recyclable Material collected under this agreement will be taken for processing. Franchisee shall pay any Tipping Fees associated with the delivery of Recyclable Material to the Designated Facility. The Franchisee shall inform the District Representative of the name and location of the facility receiving and processing the recyclable materials collected under this agreement through the term of the agreement.

Service Refusal

Franchisee is not required to collect Residential Waste that has not been placed for collection in accordance with the provisions of this agreement, or that is mixed with Hazardous Waste or Biological Waste. If not collected, Franchisee shall immediately leave a written notice affixed to the container, next to the material, or at the front door explaining why the material was not collected and proper disposal information. Franchisee shall develop this notice prior to December 31, 2016 and submit it to the District Representative for approval.

Franchisee will continue to collect all Residential Waste that is properly placed for collection and will limit the refusal to the Residential Waste that is not in accordance with the provisions of this agreement.

Franchisee shall notify the District Representative, by the end of each collection day, of any service refusals and include in that notification the following details:

- a. Customer address
- b. Description of material refused (photos are encouraged)
- c. Description of where notice was placed and a summary of what the notice said

If the owner or occupant of a Residential Unit does not comply with a written notice within seven (7) calendar days, Franchisee shall notify the District Representative.

EXHIBIT A

STATEMENT OF WORK

Hours of Collection

Franchisee shall conduct all specified collection services between the hours of 7:00 a.m. and 6:00 p.m., unless otherwise authorized by the District Representative.

Franchisee may conduct collection services on any day of the week except Sunday, except as otherwise authorized by the District Representative.

Routes and Schedules

Franchisee shall inform the District in writing at least thirty (30) days in advance of any proposed changes to routes or schedules during the term of the agreement. All proposed changes shall be approved in writing.

In the event that changes in routes or schedules alter the day of pickup, the Franchisee shall notify each Residential Unit affected by the change with a District-approved printed announcement at least fourteen (14) days prior to the effective date of the change.

Franchisee shall not be required to provide collection service on approved Holidays. Normal service will resume on the next scheduled collection day. Notification to customers of the approved Holidays will be included on the information provided to customers.

Employees

Franchisee shall appoint an Operations Manager, or similarly titled position, which shall be the primary point of official contact on behalf of the Franchisee for all technical and administrative matters pertaining to this agreement.

Franchisee shall designate a contact person available to the District during all non-office hours. This contact person shall be authorized to act at the District's request in response to emergencies or circumstances requiring immediate action.

Franchisee shall furnish each employee with an appropriate means of identifying the person as an employee of the Franchisee. The identification need not be a uniform, but shall be sufficient to ensure easy identification. The District reserves the right to approve the identifiers or identification furnished by the Franchisee.

Franchisee's employees shall maintain a courteous and respectful attitude toward the public at all times, and avoid loud or profane language during the performance of duties.

Vehicles and Equipment

Franchisee shall provide an adequate number of vehicles and equipment to provide Residential Collection Services as specified herein. Vehicles and equipment shall comply with the following specifications:

- (a) All equipment shall be kept in good repair and in clean condition at all times. Hydraulic systems shall be kept in good repair to prevent leaking.
- (b) All vehicles shall have the Pinellas County Solid Waste account number displayed on the vehicle in accordance with Pinellas County Solid Waste account holder guidelines.
- (c) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
- (d) All vehicles shall be registered in the State of Florida and shall operate in compliance with all applicable state, federal, and local regulations.
- (e) Each vehicle shall be equipped with appropriate ancillary equipment, including but not limited to a fire extinguisher, audible back-up warning device, flares, wheel chock blocks, shovel, heavy-duty broom, rake and dustpan.
- (f) Each vehicle shall bear the name and phone number of the Franchisee plainly visible on both sides of the vehicle.

EXHIBIT A

STATEMENT OF WORK

- (g) All collection vehicles, with the exception of support or reserve vehicles, shall not be more than ten (10) years old at any time during the term of the agreement unless authorized by the District Representative.
- (h) Operation of vehicles and equipment should conform to Pinellas County noise control standards. Pinellas County uses both a decibel-based control program and a "loud and raucous" standard. In residential areas between the hours of 7 am and 11 pm, a noise level of 72dBA (decibels) is allowed. After 11 pm, the allowable level is reduced to 55 dBA.

Franchisee shall also have on hand and maintain reserve collection vehicles available for service in the event of breakdowns. Such vehicles shall also comply with the specifications in Section 3.11.1 except that reserve vehicles shall not be more than 12 years old at any time during the term of this agreement.

By January 1, 2017, and annually by January 31st thereafter, the Contractor shall provide to the District an inventory of vehicles and equipment designated to provide the services specified in this agreement. This inventory shall include, at least, the inventory identification number, make and model, date of purchase, and age for each piece of equipment and vehicle.

The District reserves the right during the term of this agreement, with reasonable notice to the Franchisee, to inspect the Franchisee's service facility and the equipment and vehicles providing services to the District under this agreement.

Quality of Service

Franchisee's employees shall exercise reasonable care and diligence in the collection process. Franchisee shall provide collection services with as little disturbance to residents as possible.

Franchisee's employees shall handle containers in a manner to prevent damage and shall leave collection containers in an upright position at the same point from which they were collected, unless otherwise approved by the District. Franchisee's employees shall immediately clean up any spillage of waste or recyclables on a customer's property, the right-of-way, or adjacent street resulting from their collection activities.

Franchisee's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Franchisee shall haul or transport Residential Waste and Recyclables only in covered or enclosed vehicles that prevent waste from falling from, blowing off, or in any way escaping from the vehicle. If any material is released or falls from a Franchisee's vehicle for any reason, the Franchisee shall promptly clean up all spillage at no cost to the District.

Franchisee's employees shall take care to prevent damage to public and private property. Franchisee shall be responsible for all costs associated with the repair or replacement of damaged property of any kind that can be ascribed to the actions of its equipment, employees, or agents. Franchisee shall promptly repair any such legitimate damage claim, at its sole expense, within five (5) days of occurrence, unless otherwise approved by the District Representative. The District may have repairs made and charge back franchisee if not done in a timely fashion.

Complaints

Franchisee shall establish and maintain a system with a local telephone number for receiving and handling service inquiries and customer complaints during normal business hours. This system shall have adequate telephone capacity to ensure that customers and District representatives will have prompt access to customer service representatives, and shall be staffed by at least one person authorized and trained to respond to service inquiries and resolve customer complaints. The customer service representatives shall maintain a courteous and respectful attitude toward residents at all times. The phone number for this system shall be advertised appropriately and shall appear on all collection vehicles and on all customer correspondence.

EXHIBIT A

STATEMENT OF WORK

Franchisee shall maintain a local office accessible to customers where service complaints can be received, investigated and resolved and shall be open between the hours of 8:30am and 4:30pm Monday through Friday and while collection is occurring on Saturday. This office location shall be printed on all customer correspondence.

Franchisee shall resolve all complaints, including notifications of missed collections, within twenty-four (24) hours of receiving such complaints, unless a different time limit is specified in this agreement or approved by the District Representative. If the Franchisee receives a complaint on a Sunday or a Holiday, Franchisee shall resolve the complaint no later than the next business day.

Recordkeeping and Reporting

Franchisee shall maintain a log of all customer complaints received by the Franchisee directly from customers or through County or District staff. The log shall include the date when the call was received by the Franchisee; customer's name, address, and phone number; nature of the complaint; date when the complaint was resolved; and description of how the complaint was resolved.

Within 24 hours of the end of each business day, Franchisee shall provide the District Representative with an electronic copy, in a format approved by the District, of the customer complaint log for the previous business day.

Within twenty-four (24) hours of receipt of a complaint involving a claim of damage to private or public property as a result of the Franchisee's action, Franchisee shall provide the District with a full written explanation of such complaint. Franchisee shall amend such explanation to provide a full written explanation of the final disposition of such complaint.

The District reserves the right to review all records, including financial statements and reports, maintained by the Franchisee in relation to its operations under this agreement. The Franchisee shall make the records available in Pinellas County, Florida for audit and review within three (3) working days after receiving a written request for such review by the District. Franchisee shall maintain all such records, including but not limited to those described in this agreement, for a period of at least three (3) years past the expiration of the agreement and any extension thereof.

Disaster Preparedness

In the event of a disaster-related emergency declared by the Board of County Commissioners, the Franchisee may temporarily be relieved of providing collection services pursuant to this agreement, upon approval by the District Representative, but shall commence providing collection and disposal of Residential Waste as soon as conditions allow. Upon resuming collection, the Franchisee shall collect all Residential Waste and Recyclables that would be collected under normal conditions, or as otherwise agreed to with the District Representative.

PAYMENT PROVISIONS**Standard Rate(s) and Fees**

The Monthly Service Fee paid by the District to the Franchisee for Residential Waste collection provided under this agreement shall be based on the service rate(s) provided by the Franchisee.

The Curbside Recycling subscription fee shall be paid directly to the Franchisee by the customer subscribing to the service at the rate provided by the Franchisee.

The Special Collection Service fee shall be paid directly to the Franchisee by the customer requesting the service at the fee provided by the Franchisee.

Payment of Service Fees

Franchisee shall be paid by the District on a monthly basis, for services performed during the previous month for Residential Waste collection and disposal, upon submission of a proper invoice.

As used herein references to "bid price" refers to the applicable value set out in Exhibit C.

By the 10th of each month during the term of this Agreement, the District Representative shall provide the Contractor with the total number of Residential Units requiring service during the preceding month.

EXHIBIT A

STATEMENT OF WORK

Contractor shall review and reconcile this information, and shall invoice the District based on this total and the service rate per Residential Unit in effect at that time.

Franchisee shall direct bill customers requesting services that are not part of the Monthly Service Fee at the rate(s) provided by the Franchisee in its bid price. Frequency of direct billing for services that are not part of the Monthly Service Fee shall be no more than 3-month intervals.

Neither the Franchisee nor its agents, subcontractors, employees, or other representatives shall accept monetary remuneration from any residential customer for provision of services described in this agreement unless explicitly stated in this agreement.

Rate Adjustment of the Monthly Service Fee

All fees submitted in the Franchisee's bid price shall remain firm and not be adjusted through December 31, 2017, with the exception of the portion associated with the Disposal Fee, if required.

The Monthly Service Fee shall be the sum of two components: **Disposal Fee (30% of the bid price) and Collection Fee (70% of the bid price)**. Rate adjustments shall be made as discussed below:

Adjustments in Disposal Fee: Should the Tipping Fee at the Pinellas County Solid Waste Disposal Facility change during the term of this agreement, the disposal portion of the Monthly Service Fee (Disposal Fee), which for the purposes of this agreement shall be thirty percent (30%) of the Franchisee's bid price, shall be adjusted upward or downward based on the percentage change in the Tipping Fee according to the following formula:

$$\text{Bid Price} \times 30\% = \text{Initial Disposal Fee}$$

$$\text{Initial Disposal Fee} \times \frac{\text{New Tipping Fee}}{37.50} = \text{Adjusted Disposal Fee}$$

This adjustment shall be effective upon institution of the new tipping fee.

Adjustments in Collection Fee: Effective January 1, 2018, and effective the same date each year thereafter, that portion of the of the Monthly Service Fee per Residential Unit that is for collection (Collection Fee), which for the purposes of this agreement shall be seventy percent (70%) of the Franchisee's bid price, shall be adjusted, only as shown below, to reflect changes in the cost of doing business. The initial Collection Fee shall be calculated according to the following formula:

$$\text{Bid Price} \times 70\% = \text{Initial Collection Fee}$$

Consumer Price Index Adjustment: Ninety-five percent (95%) of the initial Collection Fee shall be adjusted using the Consumer Price Index for Not Seasonally Adjusted, U.S City Average, Garbage and Trash Collection, according to the following formula:

$$\text{Initial Collection Fee} \times 95\% \times \frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}} = \text{Adjusted CPI Portion of Collection Fee}$$

Preceding Year CPI shall equal the annual average CPI for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

Initial Year CPI shall equal the annual average CPI for the period beginning May 1, 2016 and ending April 30, 2017.

Fuel Index Adjustment: Five percent (5%) of the initial Collection Fee shall be adjusted using the US Department of Energy, Energy Information Administration Monthly Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low-Sulfur Retail Price for the preceding year, according to the following formula:

$$\text{Initial Collection Fee} \times 5\% \times \text{Preceding Year PADD 1C Price} = \text{Adjusted Fuel Portion of Collection Fee}$$

EXHIBIT A

STATEMENT OF WORK
Initial Year PADD 1C Price

Where, Preceding Year PADD 1C Price shall equal the annual average price for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

Initial Year PADD 1C Price shall equal the annual average price for the period beginning May 1, 2016 and ending April 30, 2017.

Adjusted CPI Portion of Collection Fee + Adjusted Fuel Portion of Collection Fee = Adjusted Collection Fee

Adjusted Monthly Service Fee

Adjusted Disposal Fee + Adjusted Collection Fee = Adjusted Monthly Service Fee

Rate Adjustment of the Subscription Recycling Fee

All fees submitted in the Franchisee's bid price shall remain firm and not be adjusted through December 31, 2017.

Adjustments in Subscription Recycling Fee: Effective January 1, 2018, and effective the same date each year thereafter, 100% of the Universal Recycling Fee adjustment shall be calculated according to the following formulas:

Consumer Price Index Adjustment: Ninety-five percent (95%) of the Initial Recycling Fee shall be adjusted using the Consumer Price Index for Not Seasonally Adjusted, U.S City Average, Garbage and Trash Collection, according to the following formula:

Bid Price for Universal Recycling = Initial Recycling Fee

Initial Recycling Fee x 95% x $\frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}}$ = Adjusted CPI Portion of Recycling Fee

Preceding Year CPI shall equal the annual average CPI for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

Initial Year CPI shall equal the annual average CPI for the period beginning May 1, 2016 and ending April 30, 2017.

Fuel Index Adjustment: Five percent (5%) of the Initial Recycling Fee shall be adjusted using the US Department of Energy, Energy Information Administration Monthly Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low-Sulfur Retail Price for the preceding year, according to the following formula:

Initial Recycling Fee x 5% x $\frac{\text{Preceding Year PADD 1C Price}}{\text{Initial Year PADD 1C Price}}$ = Adjusted Fuel Portion of Recycling Fee

Where, Preceding Year PADD 1C Price shall equal the annual average price for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

Initial Year PADD 1C Price shall equal the annual average price for the period beginning May 1, 2016 and ending April 30, 2017.

Adjusted Monthly Recycling Fee

Adjusted CPI Portion of Subscription Recycling Fee + Adjusted Fuel Portion of Subscription Recycling Fee = Adjusted Monthly Subscription Recycling Fee

EXHIBIT A

STATEMENT OF WORK

Rate Adjustment of the Special Collection Fees

All fees submitted in the Franchisee's bid price shall remain firm and not be adjusted through December 31, 2021.

Upon exercising the option of renewal in accordance with Section B, Paragraph 3, and upon the written request by the Franchisee to the District Representative, the Special Collection Fees may be adjusted once and will remain in effect through any remaining terms of this agreement.

Adjustment in Special Collection Fees: One hundred percent (100%) of the Franchisee bid price for special collection of Yard Waste and Bulky Waste may be adjusted using the Consumer Price Index for Not Seasonally Adjusted, U.S City Average, Garbage and Trash Collection, according to the following formula:

$$\text{Special Collection Bid Price} \times \frac{\text{Preceding Year CPI}}{\text{Initial Year CPI}} = \text{Adjusted Special Collection Fee}$$

Preceding Year CPI shall equal the annual average CPI for the period beginning May 1 and ending April 30 immediately preceding the adjustment date;

Initial Year CPI shall equal the annual average CPI for the period beginning May 1, 2016 and ending April 30, 2017.

Liquidated Damages

Reductions in Service Fees

The amount of the monthly service fee to be remitted to the Franchisee shall be reduced by the amount of any deductions for liquidated damages.

Franchisee shall cure all failures to provide service in accordance with and within the time limits set forth in this agreement. If the Franchisee fails to remedy such failures, provided such failure is not caused by action or inaction by the District, the District, without waiving other remedies it may have under this agreement, at law, or in equity, may charge the Franchisee liquidated damages according to the following schedule.

The Contract Manager will provide written notice of any assessment of Liquidated Damages to the Franchisee. The Franchisee will have five (5) days to submit a written response detailing the basis for disputing the assessment. Failure to respond in writing within this time period will constitute acceptance of the assessment.

The Contract Manager will then meet with the Franchisee within five (5) days of the County's receipt of the written response and attempt to resolve the dispute.

In the event that no resolution is reached, at the written request of the Franchisee the Department Director shall attempt to resolve the dispute with the Franchisee within seven (7) days following receipt of the written request. In the event that no resolution is reached, the County and the Franchisee may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally between the County and the Franchisee.

If the parties are not able to resolve the dispute through mediation then either party may take whatever further action(s) may be available under the Contract or by law.

- | | | |
|---|---|---|
| 1 | Failure to collect missed Residential Units within 24 hours of the regularly scheduled service day. | \$25 per incident per day; \$50 per day for each additional day of non-compliance |
| 2 | Failure to complete a route on the regularly scheduled pickup day (except in the event of a disaster related emergency). A route shall be deemed incomplete if 2% or more customers do not receive service on the regularly scheduled pickup day. | \$500 per route for the 1st incident; \$1,000 per route for each additional incident in any 30-calendar-day period |
| 3 | Failure to deliver all Residential Waste as required by this agreement to the Designated Facility. | \$500 per incident for each day of non-compliance |

EXHIBIT A

STATEMENT OF WORK

| | | |
|----|---|--|
| 4 | Commingling of Residential Waste and Recyclable Materials collected through the Curbside Recycling Collection | \$1,000 per incident |
| 5 | Failure to leave a non-collection notice for customer explaining why material was not collected and providing information on how to correct the issue | \$100 per incident for each day of non-compliance |
| 6 | Failure to clean spillage (oil, hydraulic fluid, garbage, trash, etc.) on the day such spillage occurs. | \$50 per incident for each day of non-compliance |
| 7 | Failure to respond to customer complaints by the end of the next business day after receiving such complaint. | \$50 per incident for each day of non-compliance |
| 8 | Failure to repair damage to public or private property caused by the Franchisee during collection and disposal activities required under this agreement within five (5) calendar days or within the timeframe approved by the District. | \$500 per incident for each day of non-compliance |
| 9 | Failure to provide a list of all complaints by the end of the next business day. | \$50 per incident for each day of non-compliance |
| 10 | Failure to maintain office hours and supervisory contacts as required. | \$50 per incident for each day of non-compliance |
| 11 | Failure to provide proper notification to customers prior to route changes. | \$1,000 for the 1st incident; \$2,000 for each additional incident |
| 12 | Failure to provide a Transition Plan by October 1, 2016. | \$1,000 per day for every day after due date |
| 13 | Failure to provide notice to District Representative and customers of changes in schedules and routes thirty (30) calendar days prior to implementation of such changes. | \$500 per incident |
| 14 | Failure to provide an inventory of vehicles and equipment designated to provide services specified herein by January 1, 2017, or annually thereafter. | \$50 per day for every day after due date |
| 15 | Chronic equipment failures resulting in missed collections – three (3) or more instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period | \$1,000 upon the 3 rd occurrence and each occurrence thereafter |
| 16 | Chronic personnel problems resulting in customer complaints – three (3) or more instances of the same or similar problem with the same individual within a twelve (12) month period | \$1,000 upon the 3 rd occurrence and each occurrence thereafter |
| 17 | Failure to complete 98% of Roll Cart distribution by December 31, 2016 | \$500 per day for every day after due date until initial Roll Cart distribution is 100% complete |
| 18 | Failure to repair or replace a damaged or missing Roll Cart as requested by the customer within three (3) days of request | \$50 per day for every day after the three (3) day period |

EXHIBIT A
SERVICE AREA

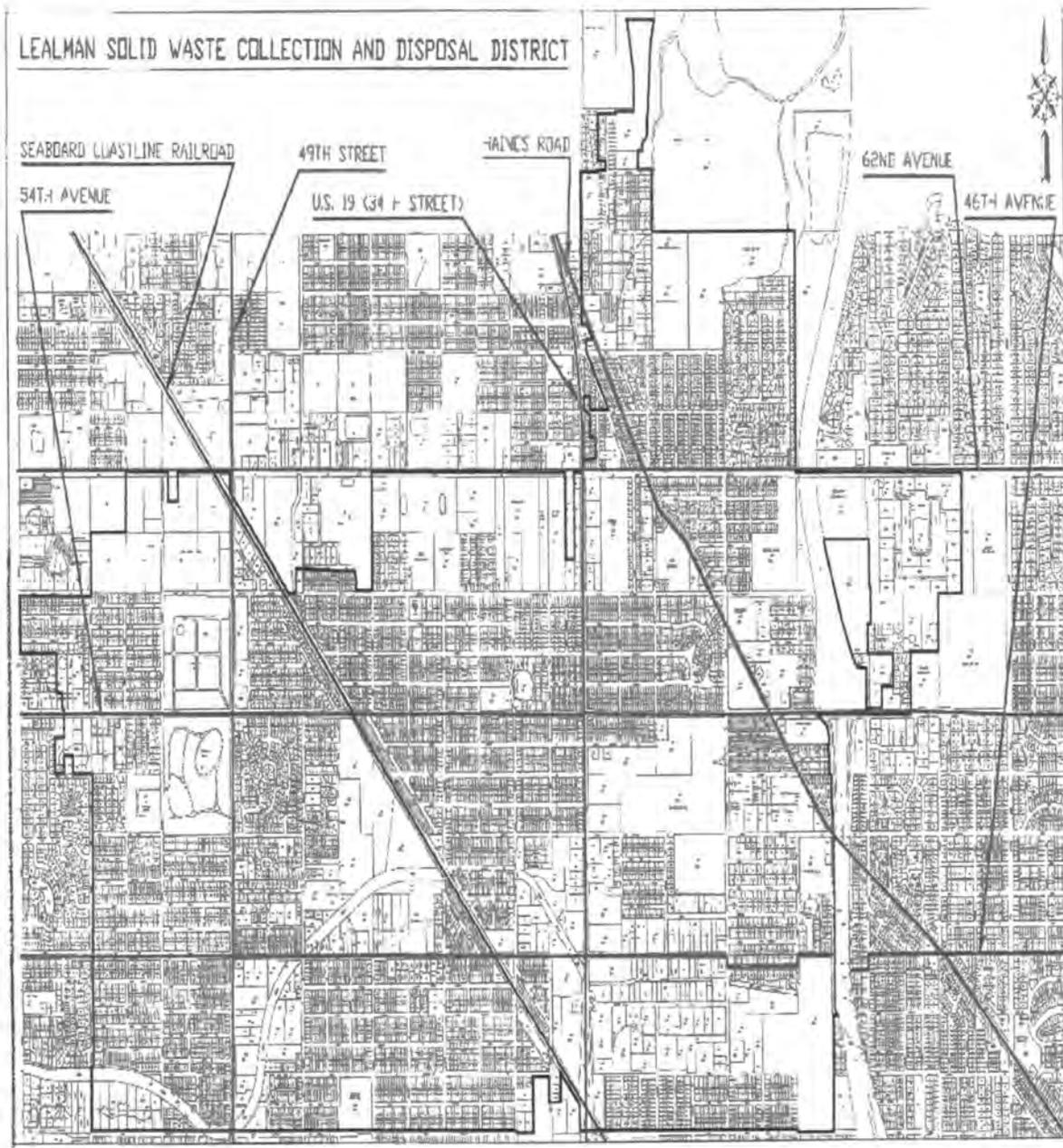


EXHIBIT A

TECHNICAL SPECIFICATIONS FOR ROLL CARTS

Following are minimum requirements for Roll Carts as required within this Agreement. Franchisee must provide a prototype of the Roll Cart that meets the following technical specifications for District Representative approval prior to ordering the Roll Carts. The District Representative reserves the right to waive the requirement of a prototype.

| | |
|---------------------------------------|--|
| <p>Construction and Design</p> | <ul style="list-style-type: none"> • Must meet ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers, all rules, regulations, and laws pertaining to this product. • Roll Carts must be produced by a major manufacturer. • The upper lift point shall be permanently molded into the Roll Cart and the lower must be a 1" diameter galvanized free floating metal bar or composite equivalent, securely attached to prevent failure or loss. Molded bars are unacceptable. • The Roll Cart must be manufactured with a narrow width design to fit through a 30" door opening. |
| <p>Size (Capacity)</p> | <ul style="list-style-type: none"> • Three different sized Roll Carts are required with the following capacities: <ul style="list-style-type: none"> ○ Large = 94-96 gallon (Residential Waste standard size) ○ Medium = 64-66 gallon (Residential Waste smaller option by customer request) |
| <p>Materials</p> | <ul style="list-style-type: none"> • Must be rotationally or injection molded using medium to high density 100% recyclable polyethylene. • Minimum resin weight of unassembled Roll Cart, including cart body and lid, must be: <ul style="list-style-type: none"> ○ 30 pounds or greater for large Roll Cart ○ 22 pounds or greater for medium Roll Cart ○ 15 pounds or greater for small Roll Cart • Resin used in the manufacturing process must contain a minimum of 25% post-consumer recycled material. • All plastic parts must be stabilized against ultraviolet light deterioration with an UV stabilizer additive. |
| <p>Body</p> | <ul style="list-style-type: none"> • The body of the Roll Cart must be one piece. • The Roll Cart wall and bottom thickness must be a minimum of .150 inches. • The body of the Roll Cart must be designed with a drag rail on the container bottom and reinforced in the area that contacts the ground with a molded-in bottom wear strip. • The top of the body must be molded with a reinforced rim to add structural strength and stability to the container and to provide a flat surface for lid closure. This reinforced rim must have a raised inner perimeter. The rim of the Roll Cart must not be designed to have an inward radius to obstruct free flow emptying the material out of the container. |
| <p>Lid</p> | <ul style="list-style-type: none"> • Lids must be of a configuration that they will not warp, bend, slump, or distort to such an extent that it no longer fits the body properly or becomes otherwise unserviceable. • The lid must be one-piece construction and securely attached to the rear of the wheeled section of the Roll Cart using a rustproof, weather-resistant fastener system. • The lid must be hinged to open to a position of 270 degrees from the closed position and hang open without stressing the lid, body, or tipping over the Roll Cart. • Lids must be designed to be easily removed in the event of damage or failure. Lid latches are not acceptable. |
| <p>Handle</p> | <ul style="list-style-type: none"> • Each Roll Cart must have a horizontal handle(s) to provide comfortable gripping areas for pushing or pulling the Roll Cart. • The handle shall be integrally molded into the body or lid, and only plastic surfaces shall be exposed to the hands of the user. |
| <p>Wheels/Axle</p> | <ul style="list-style-type: none"> • Roll Carts must be equipped with two (2) plastic molded or rubber wheels making the cart capable of being easily moved and maneuvered. • Wheels shall be snap-on or attached in a way that prevents unintended detachment. • Wheels must be a minimum of 10 inches in diameter for large and medium Roll Carts and a minimum of 8 inches in diameter for small Roll Carts. • Each Roll Cart shall be furnished with a minimum 5/8 inch diameter axle with a corrosion-resistant coating that must be securely attached to the body by molded axle retainers. • The wheels and axle must be rated to meet the maximum load requirements of 3.5 pounds per gallon. |

EXHIBIT A

TECHNICAL SPECIFICATIONS FOR ROLL CARTS

| | |
|-------------------------|--|
| <p>Stability</p> | <ul style="list-style-type: none"> • Roll Carts must be able to remain stable and upright in winds up to 30 miles per hour when empty. |
| <p>Color</p> | <ul style="list-style-type: none"> • Color must not be streaked in the finished product and must be colorfast so that the color does not alter significantly with normal use. Painted Roll Carts are unacceptable. • The Residential Waste Roll Cart shall be grey with a grey lid and black wheels. • The Recycling Roll Cart shall be blue with a blue lid and black wheels. • The final color selection must be approved by the County prior to manufacturing. |
| <p>Markings</p> | <ul style="list-style-type: none"> • The County must approve all markings. • A Pinellas County logo must be clearly molded, inscribed, or hot-stamped into both sides of the body. Recycling Roll Carts must also have a recycling logo clearly molded, inscribed, or hot-stamped into both sides of the body. • The following wording in 1 inch lettering on the lid: <ul style="list-style-type: none"> ○ Property of Pinellas County. ○ Instructions for which side of the Roll Cart must face the street for collection. ○ Recycling Roll Cart lids must include program instructions as determined by the County. ○ ANSI and regulatory labeling required. • In-mold label on the cart lid. |
| <p>RFID Tags</p> | <ul style="list-style-type: none"> • Each Roll Cart must have a unique integrated RFID tag installed into the Roll Cart. • RFID tags must be passive UHF with an optimal operating frequency of 860-960 MHz. • RFID tags must have an optimal operating temperature of -40°F to +149°F. • The dry inlay must meet ISO/IEC 18000-6C and EPD Global Gen 2 standards. • RFID tag values must be written and locked. • All RFID tags must be attached so that the tags have no exposure to outside elements, are not visible to the customer, and are tamper-resistant. • RFID tags placed inside of the body of the Roll Cart are unacceptable. • Adhesive or sticker RFID tags are unacceptable. • Each RFID tag must be tested at the manufacturing facility to ensure that it is working properly. |
| <p>Warranty</p> | <ul style="list-style-type: none"> • Roll Carts must be fully (100%) warranted against defects in materials and workmanship for a minimum period of ten (10) years from the date of delivery and be transferrable to the County at the expiration of this Agreement. • The warranty must be unconditional and non-prorated providing the County with assurance of full Roll Cart replacement. The warranty must survive the termination of any contract for the manufacture and/or A&D of Roll Carts. • Warranty is understood to include the following coverage: <ul style="list-style-type: none"> ○ Failure of the lid to prevent rainwater from entering the Roll Cart when the lid is closed on the body. ○ Damage to the body, the lid, or any component parts through opening or closing the lid. ○ Failure of the lid hinge to remain fully functional and continually hold lid in the originally-designed and intended positions when either opened or closed. ○ Failure of the body and lid to maintain its original shape. ○ Wear through of Roll Cart bottom so that it leaks liquid. ○ Failure of the wheels to provide continuous, easy mobility, as originally designed. ○ Failure of any part to conform to minimum standards as specified. |

EXHIBIT A

TECHNICAL SPECIFICATIONS FOR ROLL CARTS

| | |
|-------------------------|---|
| Asset Management | <ul style="list-style-type: none">• A database must be maintained that includes the following;<ol style="list-style-type: none">1. Roll Cart's RFID tag identification2. Manufacturer3. Date of manufacture4. Roll Cart type, color and size5. Point of delivery latitude/longitude, date and time6. Physical address of Residential Unit• At anytime by the request of the District Manager and at the termination of this Agreement the asset management database shall be transmitted to the County in an acceptable format. |
|-------------------------|---|

EXHIBIT B

INSURANCE REQUIREMENTS

The Contracted vendor shall 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, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- b) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- c) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- d) If subcontracting is allowed under this Bid, the Prime Bidder 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.*
 - (1) All subcontracts between Bidder and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder 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 Bidder 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

EXHIBIT B

INSURANCE REQUIREMENTS

compensation and professional liability; (5) provide 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. Bidder 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:
- a. 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. 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.
 - b. 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 Contractor.
 - c. 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.
 - d. 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.
 - e. All policies shall be written on a primary, non-contributory basis.
 - f. 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 Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, 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 Bidder to be in default and take such other protective measures as necessary.
 - g. Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- f) 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:

EXHIBIT B

INSURANCE REQUIREMENTS

(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.

Limits

| | |
|---|--------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 1,000,000 |
| 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 Bidder 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) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

| | |
|-------------------|--------------|
| Each Occurrence | \$ 4,000,000 |
| General Aggregate | \$ 4,000,000 |

(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:

- 1) 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, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

EXHIBIT B

INSURANCE REQUIREMENTS

3) Cost of Cleanup/Remediation.

| | | |
|--------|-------------------------|--------------|
| Limits | | |
| | Per Claim or Occurrence | \$ 1,000,000 |
| | General Aggregate | \$ 1,000,000 |

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.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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

EXHIBIT C

PAYMENT SCHEDULE

| Service Description | Monthly service rate per Residential Unit | Annual service rate per Residential Unit | Estimated number of Residential Units | Total Extended Bid Price |
|--|---|--|---------------------------------------|--------------------------|
| Residential Waste Collection and Disposal – Option 2 | \$14.02 | \$168.24 | 6900 | \$1,160,856.00 |
| Subscription Curbside Recycling – Option 2 | \$3.00 | \$36.00 | 2,000 | \$7,200.00 |
| Special Collection Service Fee – Yard Waste | \$20.00 | 4 | 50 | \$1,000.00 |
| Special Collection Service Fee – Bulky Waste | \$20.00 | 4 | 50 | \$1,000.00 |

The Roll Cart replacement and delivery fee shall be paid directly to the Franchisee by the customer requesting the replacement. Rate for this service is set at forty dollars (\$40.00) for replacements that are not caused by fault of the Franchisee.

Compensation shall be subject to the following annual not-to-exceed amounts:

| | |
|---------------------|-----------------|
| Jan 2017 – Dec 2017 | \$ 1,200,000.00 |
| Jan 2018 – Dec 2018 | \$ 1,240,000.00 |
| Jan 2019 – Dec 2019 | \$ 1,300,000.00 |
| Jan 2020 – Dec 2020 | \$ 1,350,000.00 |
| Jan 2021 – Dec 2021 | \$ 1,410,000.00 |
| Total | \$ 6,500,000.00 |

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

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

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

EXHIBIT E

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

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

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

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

EXHIBIT E

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

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.