

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this 12 day of March, 2021 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Tetra Tech Inc ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 21-0271-LI(DG) (LOI) for Emergency Rental Assistance Program Administration; and

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

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

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

1. **Definitions.**

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

B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any other information designated in writing by the County as County Confidential Information.

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

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

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

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

3. Services.

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

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

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 mutual agreement of both parties 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 through December 31, 2021. .

B. Term Extension.

The Parties may extend the term of this 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 \$1,928,539.69 which equates to nine percent (9%) of the \$21,428,218.80 award amount to provide emergency direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, for Services completed and accepted as provided in Section 15 herein if applicable, payable per Exhibit C. The not-to-exceed sum includes all reimbursable expenses or costs, to the extent that there are any.

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

D. **Payments.** Contractor shall submit invoices for payments due as provided herein with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

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 Key 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 (ii) Contractor breaches Section 9 (Confidential Information and Public Records); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

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

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

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

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

9. **Confidential Information and Public Records.**

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

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

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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management 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 five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), eVerify (FL Statute 448.095), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

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

13. **Liability and Insurance.**

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such 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, performance measures, or deliverables provided in the Statement of Work, the County, through the Section Manager of Strategic Performance Management or designee, will have ten (10) calendar days to review the performance measures or deliverable(s) after invoicing of same by Contractor, and either accept or reject the services or deliverable(s) by written notice to Contractor 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 services or deliverable(s).

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 any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; ~~(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:
Office of Management and Budget
14 S. Ft. Harrison Ave.
Clearwater, FL 33567

For Contractor:
Tetra Tech, Inc
2301 Lucien Way, Suite 120
Maitland, FL 32751

Attn:
Aubrey Phillips, Section Manager of Strategic
Performance Management,

Attn:
Betty Kamara, Contracts Administrator

with a copy to:
Purchasing and Risk Management Division 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, Contractor must implement rules and or procedures to not allow any employee or agent working for Contractor to be involved in any application for any business for any program administered pursuant to this Agreement involving any person in the immediate family of such employee or agent. For the purposes of this Agreement, immediate family means mother, father, grandmother, grandfather, spouse, sister, brother, son, daughter, aunt, uncle, cousin and will include those relatives by marriage as well (step-relatives or in-laws).
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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

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

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

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

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

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on

behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

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

27. Entire Agreement. This Agreement along with its Exhibits (A-F) constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

By and through its
County Administrator

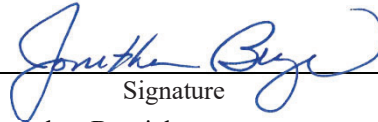


By _____

Tetra Tech Inc

Name of Firm

By:



Signature

Jonathan Burgiel

Print Name

Business Unit President

Title

APPROVED AS TO FORM

By: Donald S. Crowell
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

Tetra Tech, Inc. (“Contractor”) is prepared to begin work immediately upon Notice to Proceed from Pinellas County, Florida (“the County”). Contractor has an established project team that is prepared to engage with the County. Contractor will provide the staffing, software, equipment, specialized knowledge and support to administer the County efforts to distribute the Emergency Rental Assistance Program (“ERAP”) funds received from the U.S. Treasury. Contractor and the County are jointly responsible for the system setup and configuration. The County is responsible for timely input to the system setup and configuration as well as providing input to the Contractor on development of the Implementation Plan as well as prompt review of the Implementation Plan.

Based on the County’s approval of the Implementation Plan, the Contractor is responsible for staff training, applicant intake, applicant services and assessment, initial review of applicants, initial qualification determinations, communications with County staff or Clerk of the Circuit Court Finance Staff to allow for prompt payment by the County to qualified applicants. Only applicants for eligible households that meet the requirements of the federal ERAP funds as created by the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, and as described by Section 501 of Public Law 115-260 (https://home.treasury.gov/system/files/136/Excerpt_Section-501_PL-115-260.pdf) and as regulated by the US Treasury Department (<https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>), as such requirements may be modified or amended from time to time, may be determined eligible for funding. Additionally, the County may further limit eligibility as described in Task 11.

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Personnel.** The County personnel will be readily available to provide support, grant timely access to systems and data, provide input to the program requirements, and participate in trainings and meetings.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Contractor for review in electronic format within 3 business days of the request from Contractor. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Contractor upon request, the project tasks may be delayed.
- **Check Disbursements.** County will be responsible for the disbursement of funds. The County will have access to customized payment files for purposes of check printing and distribution.
- **U.S. Treasury Program Requirements.** Contractor’s scope and budget are based on providing services to meet the current U.S. Treasury ERAP program requirements. In the event that substantive changes are made to the U.S. Treasury ERAP program requirements that make Contractor’s performance illegal, or commercially infeasible, such event may be deemed by the Contractor as an event of *force majeure*. In such event, Contractor must notify the County in writing of such event within three (3) business days, and the basis for the determination that the Contractor’s performance being illegal or commercially infeasible. If such notice is made, this Agreement may be terminated by Contractor without penalty or expense to Contractor, or Contractor and the County may mutually agree by written amendment to this Agreement on a new/revised scope of work or Contractor compensation in accordance with the new legal requirements.
- **Remote Work.** Contractor will work remotely during the period of performance from Contractor offices whenever possible.
- **Eligibility Determinations.** Contractor cannot make final eligibility determinations. Only the grantee (County) can determine eligibility under the federal program requirements and guidelines. While Contractor cannot guarantee any specific application is eligible to be paid for with federal funds received by the County, Contractor will provide the County with an informed opinion regarding eligibility on each application based upon current guidance released by the U.S. Treasury to inform final eligibility determinations as described in Task 11. The County acknowledges that the federal government determines what is eligible as which may be modified by the U.S. Treasury from time to time. Contractor, upon request by the County, will provide written explanation regarding any of Contractor’s opinions on the use of U.S. Treasury funds.

EXHIBIT A

STATEMENT OF WORK

- **Deliverables.** Contractor will comply with the federal and state privacy and data security laws. Contractor will not disclose the deliverables relating to the services to a third party, including internal departments, without written approval by the County.
- **Methods.** Except as otherwise provided in the Agreement, the County acknowledges that during its performance under the Contract, Contractor may use products, materials, and methodologies proprietary to Contractor and its subcontractors, and the County agrees that it will have no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement (if) executed by the parties. This is exclusive of program policies, procedures, software configurations, and outreach materials customized for use by the County.
- **Data Transfer.** At mutually agreed upon frequency or no later than the conclusion of the project, Contractor will facilitate the transfer of data from the Shared Document Library containing relevant project documentation and communications that pertain to projects and programs and reconciled project costs.
- **Other Assistance Needed.** The not-to-exceed Agreement payment limit is limited to the scope of work included in the Agreement. Should the County request additional assistance on activities outside those defined in this scope of work, it will only be requested through a contract amendment process. To the extent that the County requests additional consulting support beyond this scope and budget, Contractor will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the County for approval.
- **Redistribution of Funds.** To the extent that the U.S. Treasury redistributes unspent funds from other grantees to the County or additional allocations from future congressional actions, Contractor will provide services to the County under a separate contract or amend this contract.
- **Federal/State Requests.** The County will forward requests from the U.S. Treasury expeditiously upon receiving the requests. Contractor will respond to these requests on behalf of the County as directed.
- **Project Schedule.** Contractor will work with the County to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed to ensure that 1) at least 65 percent of original ERAP funds are obligated before September 30, 2021 and 2) all ERAP funds can be distributed to eligible households before December 31, 2021.
- **Duration of Work/Period of Performance.** The estimated project period of performance for this scope of work is through December 31, 2021. The period of performance may be extended upon approval of a written amendment to this Agreement by both parties, which may result in an increase in the project timeline and/or budget.
- **Fraud and Duplication of Benefit.** Contractor will take all reasonable steps to seek out duplication of benefits but is not responsible for fraudulent applications and will not be held financially liable for actual occurrences of fraud by applicants identified during the execution of the program or during audit. In addition, Contractor cannot guarantee no duplication of benefits will occur if certain benefits are not reported as part of this program. Contractor will work with the County to develop fraud and duplication of benefit deterrents (e.g., rules to be incorporated into the Neighborly Software).

Task 1: Kickoff Meeting and Project Work Plan

As an initial step upon Notice to Proceed, Contractor will host a kickoff meeting between the Contractor team (composed of senior Contractor staff and project personnel) and County staff. Topics to be discussed in the kickoff meeting and memorialized in a project work plan will include the following:

- Program administration requirements and processes
- Organizational reporting among staff from Contractor and the County
- Timeline of key events (e.g., assignment of Contractor staff, timing for initial meetings, reporting schedules, etc.)
- Contact information for key Contractor, County, and other agency staff
- Reporting and information requirements of Contractor's work efforts and progress to the County
- Templates of critical forms to provide consistency across the program
- Process flow and approvals of documents between Contractor and the County
- Identifying protocols to track and resolve issues or problems

EXHIBIT A

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- Information to be included in Contractor's status reports to the County regarding recent project activity
- Maintenance of the status reports in an easy-to-access location for parties to review
- Other information as specified by the County

Contractor Work Plan

The Contractor team will develop a project work plan detailing the following:

- Project method breakdown, sequence, and plan
- Project tasks and deliverables
- Project timeline and deliverable dates
- Responsibilities and organizational and reporting relationships of the Contractor team to the County

Contractor will submit the project work plan to the County within five business days of the kickoff meeting for review and approval.

Task 2: Assessment of Current Program and County Needs

As we begin operations, our project team will conduct an assessment to thoroughly understand any existing program by reviewing the following:

- Overview of current rental assistance program, if any
- Current rental situation in the County
- Estimate of applicants
- Low-to-moderate income (LMI) population centers
- Coordination with key stakeholders and partner nonprofit agencies
- Technology and website capabilities within the County

Throughout this process, Contractor will work closely with the County to design and deliver a program that meets the ERAP requirements with proven processes and procedures for similar federal grant programs. Contractor will also work with the County to outline the details of administering the program based on the County's needs.

Contractor will implement a two-tiered approach to the application process:

- **Online software systems** where applicants log in to a secure system to provide program-required information and documentation. The software system is optimized for multiple types of devices so applicants can submit information easily from their phone, laptop, computer, or tablet.
- **Technical support over the phone** by specialists in Contractor's call center to assist applicants with submitting their information and documentation through the software system either by phone or computer.

The software system is specifically designed to manage the application process of federal grant programs. Contractor will coordinate with nonprofits to support applicants at local intake centers who cannot use the online system or call center.

Task 3: Implementation Plan – SOPs, Application Criteria, Eligibility, Financial Procedures, and Compliance

Following the assessment of the County's needs, Contractor will work with County stakeholders to establish an Implementation Plan along with standard operating procedures (SOPs) for critical program elements, including application criteria, eligibility review standards, financial procedures, and compliance. These documents will be published, shared, and made available via online collaboration spaces to align team members throughout project execution.

The final program Implementation Plan and SOPs will be designed to integrate seamlessly with intake software. Contractor is partnering with **Neighborly Software** to stand up and maintain the application system through the application period. The Implementation Plan, SOPs, and application software will address the program requirements described below.

Application Software Tools

Contractor will utilize the Neighborly Software platform to expedite the pre-screening, eligibility, and approval process. These tools will seek to prevent duplication of benefits, reduce application fraud, and focus on overall program compliance.

Financial Procedures

The parties anticipate that the ERAP will evolve, and program requirements will change as supplemental guidance is released. Contractor is prepared for this scenario and is building systems to quickly adapt to financial and documentation requirements.

SOP Updates

As the program evolves and new program requirements and guidance are released, Contractor will modify programmatic SOPs and other procedures to mitigate risk of noncompliance.

Examples of supplemental requirements include GrantSolutions requirements for quarterly reporting, interim reports,

EXHIBIT A

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and the U.S. Treasury Office of Inspector General (OIG) auditor reviews. Contractor will coordinate with the County to enable financial recording, disbursement, and reporting procedures to be adequately tracked and monitored.

Principles of Compliance

Contractor's compliance program is built around four primary principles. Contractor's strict adherence to these principles results in projects progressing smoothly, on schedule, and on budget.

- **Staffing, Training, and Development.** Contractor will take appropriate measures such that the project is staffed with personnel who are well qualified and trained to perform the work at hand, including a strong mix of senior and junior personnel (depending on the task requested).
- **SOPs.** SOPs are the foundation of Contractor's compliance activities. Contractor has developed processes to enable consistent application of grant management activities and allow for new staff to quickly be integrated into a program.
- **Quality Audits.** Quality audits are performed by an objective Contractor senior quality control manager who is not directly associated with the project. Elements of the audit include ensuring that the proper Contractor staff are assigned to the project, key risk items are identified and mitigated, and SOPs have been implemented to ensure consistency and quality.
- **Senior Management Oversight.** As part of this process, Contractor senior personnel will review and report on project activity to the County to ensure that work is progressing according to the agreed standards.

Task 4: Software Customization, Call Center, and Intake Setup

This task involves using the information gathered in Tasks 1 and 2 to customize the Neighborly Software to address the unique needs of the County. Customization of the software will be mutually agreed upon prior to performing any such modifications to the program and a minimum of 7–14 days are required for initial software modifications prior to program launch.

Contractor will establish a call center and case management center located at our Maitland, Florida headquarters to house Contractor staff working on the project and will outfit the space with furnishings, computers, and internet capabilities to serve the project. As part of this task, Contractor will also onboard and train the needed staff to serve the project at start-up, including 7 to 14 days of on-site assistance at in-person intake centers or County offices in the County. Contractor will not be responsible for providing continuous on-site staffing at in-person intake centers or County offices but will provide ongoing coordination and technical assistance remotely to our County and/or nonprofit partners. As is typical in these types of projects, staffing levels will be greatest on the day applicant intake begins.

Task 5: Public Information and Press Releases

Public information campaigns are critical to the success of the County's ERAP. Contractor will provide template press releases for the County to share transparent, informative, and helpful details with the County residents. This information will include program overviews, eligibility criteria, application details, important dates, and contact information for additional information.

Contractor agrees to keep open the application window for the County open until November 30, 2021 or until payment recommendations for the full grant amount are submitted by Contractor for payment, or when the County and Contractor mutually agree that the number of applications submitted are sufficient to spend all of the grant awarded the County, whichever is soonest. Contractor will work with the County to ensure that all eligible rental households have equal access to critical program information – regardless of their primary language or level of physical or mental ability – by utilizing the necessary tools to make potentially eligible applicants aware of the program and how to apply for services. Contractor will also ensure that our case management team members are able to service non-English speaking applicants.

Task 6: Online Application System Launch

The online application system is designed to make intake as simple and efficient as possible for applicants. Residents can submit their application, upload documentation, and check their case status using the Neighborly Software system. Neighborly Software has customizable forms that capture the information and documentation requirements of this grant program, including:

- Rental property information
- Personal identification information of both the landlord and the tenant
- Income information
- Banking information

Contractor will ensure that this information is kept secure per federal requirements. All applicant data captured with the

EXHIBIT A

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Neighborly Software system is stored in US FedRAMP-certified Microsoft data centers.

Task 7: Call Center for Program Q&A

Many ERAP applicants will be navigating federal funding for the first time, and Contractor professionals will be available to help residents through the application process. Contractor projects that County residents will have the most questions during the first few weeks of the program process, and Contractor will be there to support your residents during this critical time. The call center will remain open, Monday through Friday 8:30 a.m. to 5:00 PM (EST), for the full period of performance with an expected intake period of 90 working days for maximum call center staffing. Contractor will coordinate a call center for program applicants to contact with questions. Call center staff will be available to direct applicants to the online application system, answer questions about the program, and provide clarifications during the application intake period. Contractor will help as many applicants as possible remotely over the phone to reduce the number of in-person applicants at intake centers. Trained staff and Contractor's innovative software system will allow Contractor to help many applicants via the call center.

Task 8: Data Management and Reporting

Contractor will design and implement complex data collection and reporting tools. Contractor will design and implement data collection technologies that allow for real-time tracking and dashboard reporting for the County. These will include:

- **Periodic Reports.** At intervals requested by the County Section Manager of Strategic Performance Management (weekly, monthly, or quarterly), Contractor will submit reports summarizing activities during the reporting period to include production, quality, staffing, or any other metric or criteria deemed necessary.
- **Data Management.** Contractor will customize data management tools so that the review and analysis of the data and preparation of tables and graphs are as automated as possible.
- **Final Reports.** The final report will capture the lessons learned and serve as a final accounting of the performance in program delivery.

Task 9: Eligibility Team Reviews

After the online application system is launched, the Contractor eligibility team will begin the detailed vetting and follow-up process required to process applications. This team will provide reasonable effort, defined as at least three contacts in 21 days, to resolve cases lacking income documentation, other required documentation or information required to complete the application for the purpose of review and approval or denial. The Contractor project team will follow up with applicants who submitted incomplete applications to be able to determine applicant eligibility.

Applicants meeting pre-eligibility triage criteria will be referred to housing stability service providers designated by the County to receive additional services which may include mediation, housing counseling or other housing stability services. These criteria and services will be defined post award to include referrals of applicants who are three months or more behind and those that have been evicted or are under an eviction order.

Task 10: Targeted Community Outreach Begins

Similar to the public information campaigns in Task 5, this task is designed to engage applicants by beginning a public outreach campaign after the program has launched. Contractor will reach a broader audience that includes both existing and potential applicants.

Contractor will coordinate with the County and local nonprofits designated by the County in establishing intake centers within the community to target individuals who may not be able to complete the online application. The intake centers will be operated by either County staff or local nonprofits. Contractor will not provide on-site staffing for in-person intake centers beyond providing two full-time employees for a two-week duration to train government and/or nonprofit staff located at intake centers. Contractor will also provide ongoing coordination and technical assistance remotely to our government and/or nonprofit partners working the in-person intake centers.

Task 11: Rental Assistance Funds Disbursed

Contractor anticipates the program will be administered in two phases:

EXHIBIT A

STATEMENT OF WORK

Phase 1 – Immediate Needs

During this phase of the project, Contractor recommends prioritizing applicants based on immediate needs. The immediate needs applicants will be identified jointly by the County and Contractor based on the following criteria:

- Households with incomes less than 50% area median income
- Households with one or more members that have been unemployed for at least 90 days

Supplemental priority criteria may be developed post award.

Phase 2 – Additional Assistance

If there are funds available after the first phase of the program, Contractor will re-certify applicants or intake new applicants and provide an additional quarter of rental assistance based on eligibility and program funding.

Throughout the program, applicants will be prioritized based on the U.S. Treasury's income level requirements.

Contractor will continue to monitor application status to address each priority tier according to the income levels and adjust the program administration as needed to meet the required ratio of assistance.

Contractor will work closely with the County to complete batch/bulk processing application approvals, providing applicant payment recommendations to County program staff to make final eligibility determinations and providing the payment file for check disbursement by the Clerk of the Circuit Court Finance Department staff.

Task 12: U.S. Treasury Reporting

The U.S. Treasury established quarterly cycle reporting requirements for the Coronavirus Relief Fund program. The parties anticipate that the U.S. Treasury will institute a similar requirement and reporting process through the GrantSolutions portal. Contractor will work with the County to prepare documentation for the each reporting cycle. Contractor will follow the published guidance and upload required documentation to the GrantSolutions portal in coordination with the County.

Task 13: Final Report and Documentation Transfer

As the final deliverable provided by the Contractor team, the final report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Contractor team will begin compiling the documentation for the final report before the end of the contract period. This will ensure the team delivers a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with Contractor's "deliver with the end in mind" approach to program management.

Contractor will assist the County with the transfer of program records and all related documentation to County servers or cloud-based data storage for simple recall and access during U.S. Treasury OIG audits.

EXHIBIT B

INSURANCE REQUIREMENTS

The firm shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, 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) Submittals should include, the firm's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If firm does not currently meet insurance requirements, firm shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) No work shall commence unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Firm and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the firm or their agent prior to the expiration date.
 - (1) Firm 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 Firm from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Firm of this requirement to provide notice.
- f) If subcontracting is allowed, the firm 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 firm and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to firm to the same extent firm 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 firm to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide 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. Firm 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.

EXHIBIT B

INSURANCE REQUIREMENTS

- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If firm is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the firm is only using employees named on such list to perform work for the County. Should employees not named be utilized by firm, 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 firm to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the firm and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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

Limits

EXHIBIT B

INSURANCE REQUIREMENTS

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

(3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

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

For acceptance of Professional Liability coverage included within another policy 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 Professional Liability and other coverage combined.

(4) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices,

for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

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

For acceptance of Cyber Risk Liability coverage included within another policy 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 Cyber Risk Liability and other coverage combined.

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

EXHIBIT C

PAYMENT SCHEDULE

I. COST AND PAYMENT

Contractor shall perform the services for a firm fixed fee of 9% of the rental assistance payments approved by Contractor and submitted to the County for payment to applicants each month. The amount will be billed to the County based on a report of the monthly applicant payment recommendations made to the County each month up to a cumulative amount equal to 9% of the total grant amount awarded to the County under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021. With an award amount of \$21,428,218.80 to provide emergency direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, the nine percent (9%) not to exceed amount for this contract is \$1,928,539.69.

In the event that applicant payment recommendations are determined to be incorrect, County will notify Contractor of such incorrect applicant payment recommendation, and any portion of the 9% billed to the County for such incorrect payment will be taken as a credit against any remaining invoices or amounts due to Contractor. In the event there are no remaining invoices or amounts due to Contractor, Contractor will refund such amounts to the County within 30 days of such notice.

The County agrees to approve funding per eligible household up to the maximum rental assistance and period allowed for in the Coronavirus Response and Relief Supplemental Appropriations Act of 2021. Furthermore, the County agrees to open payment for non-priority eligible applicants (as described in Task 11) within 30 days of the beginning of applicant intake.

In the event this Agreement is terminated per Section 7 "Termination", the County shall reimburse Contractor unrecovered Neighborly Software costs and 9% of the amounts requested by applicants who have had applications partially processed by Contractor and files approved for payment by Contractor. Unrecovered Neighborly Software cost will be based on the total Neighborly software cost of \$192,853.97 multiplied by the percentage of the contract value of \$1,928,539 not reimbursed to Contractor upon termination of the Contract.

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

Invoices may be submitted electronically to FinanceAccountsPay@pinellascounty.org.

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. Evidence of hours worked by the level being billed needs to be submitted with the invoice. 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.

EXHIBIT F

FEDERAL CONTRACT PROVISIONS

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL
AWARDS
2 CFR 200 SUBPART F, APPENDIX II**

In addition to any other provisions required herein, the following provisions apply, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

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experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See §200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

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(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471. Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obliging or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

(L) See §200.322. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.