

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Personnel Solutions Plus, LLC, Tampa, FL (“Contractor”), (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0591-P (“RFP”) for Local and National – Temporary Staffing services; and

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

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

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

1. Definitions.

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced herein, and any other information designated in writing by the County as County Confidential Information.
- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

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

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3. Conditions Precedent

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

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Human Resources Director.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on April 2, 2023 and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.
- B. **Term Extension** - The Parties may extend the term of this Agreement for two (2) additional twelve (12) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Compensation and Method of Payment

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

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- B. Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$10,000,000.00, with an annual expenditure of \$2,000,000.00 per year, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.
- 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 and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted 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.

7. Personnel

- A. E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.
- B. Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be

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

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a “Contractor Event of Default” hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

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

C. Termination for Convenience

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

9. Time is of the Essence

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

10. Confidential Information and Public Records

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

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disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

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12. Compliance with Laws

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

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

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

Should Contractor:

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

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

14. Public Entities Crimes

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

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act

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of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

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

16. County's Funding

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

17. Orders

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

18. Name Changes

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

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Human Resources Director or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Personnel Solutions Plus, LLC. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

- A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.
- B. **Assignment** - This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

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21. Survival

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

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Ms. Kimberly Crum

Human Resources Director

400 South Fort Harrison Avenue

Clearwater, FL 33756

with a copy to:

Attn: Ms. Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Ms. Sally Furkin

Personnel Solutions Plus, LLC

4905 W. Laurel Street, Suite 101

Tampa, FL 33607

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

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24. Right to Ownership

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

25. Amendment

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

26. Severability

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

27. Applicable Law and Venue

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

28. Waiver

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

29. Due Authority

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

30. No Third-Party Beneficiary

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

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs,

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the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

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

- A. Pinellas County Agreement which includes Exhibits B, C, D, and E
- B. Request for Proposal – Section E – Scope of Work
- C. Exhibit A Statement of Work

33. Entirety

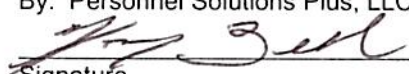
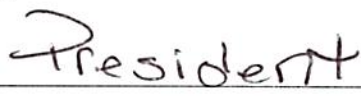
This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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

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

By:	By: Personnel Solutions Plus, LLC.
_____	
Signature	Signature
_____	Tommy Bell
Print Name	Print Name
_____	Contracts Manager
Title	
_____	Title
Date	_____
Date	Date

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

EXHIBIT A - STATEMENT OF WORK

A. INTRODUCTION

Personnel Solutions Plus (CONTRACTOR / Contractor) to establish a contract with Pinellas County (County) in which all requirements as set forth in the agreement for temporary staffing for requested job titles and job descriptions presented herein, in which CONTRACTOR provides all necessary functions for placing and maintaining staff within assigned Pinellas County departments. Some position assignments may include duties within the County funded by federal grant dollars. CONTRACTOR has complied with FEMA federal grant regulations, by completing and submitting Attachments B to the bid submittal response. In addition, during the contract period current or new grant funding requirements may apply to individual purchase orders.

B. PURPOSE

CONTRACTOR provides temporary services to supplement County full- and part-time workforce. Typically, such services are used to manage periods of increased workload, peak demands, projects, seasonal needs, or to provide workers on an immediate basis that may otherwise require lengthy recruitments.

C. SCOPE OF WORK

1. Working Hours

County normal Working Hours are 8:00 AM to 5:00 PM EST, Monday through Friday. Working hours and days may vary depending upon departmental requirements. Shift work may be required; shift differentials shall not be paid.

The County will only pay for hours actually worked. The overtime bill rate for eligible temporary staff positions will be paid for hours worked over the forty (40) hours under this contract that have been worked during a one week period (defined as Sunday to Saturday). The County will not pay for holidays or holiday pay. County designated holidays are:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November and day following - Friday
Christmas Day	December 25

NOTE:

1. If Christmas or New Year's Day falls on Tuesday or Thursday, the preceding Monday or following Friday will be recognized as a holiday.
2. If any recognized holiday falls on a Saturday, the preceding Friday will be observed as a holiday.
3. If any recognized holidays fall on a Sunday, the following Monday will be observed as a holiday.

Contractor normal Working Hours are 8:00 AM to 5:00 PM EST, Monday through Friday. Our after hour line is open to clients and employees 24-hours.

A Contractor representative will notify temporary employees of scheduled holidays via email, hard copy letter in a check, and/or phone.

Deliverable	Completion Schedule
Provide initial notification of the County's of scheduled holiday's off.	At onboarding
Provide reminder notification of the County's of scheduled holiday's off.	7-days before the scheduled holiday

2. Contract Administrator

Pinellas County Human Resources Department (HR) will be the contract administrator and all requests will be submitted by HR or an HR authorized authority within departments.

All HR requests will be acknowledged by an authorized authority of Contractor within 4 hours of received and managed accordingly. Communication will take place via phone and /or email to identify the needs of the department.

Deliverable	Completion Schedule
Request acknowledgment	Within 4 hours of receipt.
Request processing	Same day

3. Staff Replacement

Contractor will accept all County placement rejections at any time. The CONTRACTOR representative will acknowledge receipt of the rejected staff via email and/or phone. The CONTRACTOR representative will make a replacement within two (2) hours. At no cost to the County.

Deliverable	Completion Schedule
Acknowledge receipt of reject staff	Within 30min
Request processing	Within 2hours of notification

4. Conversion

The County reserves the right to hire any temporary staff assigned after a period of time to be negotiated at time of contract execution.

The County reserves the right to hire any temporary staff at no cost to the County.

Deliverable	Completion Schedule
PSP will allow the County the right to hire temporary staff at no cost to the County.	As needed

5. Transition

The Contractor is solely responsible for filling all then-current filled and/or requests for temporary staff with their employees/talent in an expeditious manner. The County is not a party to the relationship between current temporary staff and their employing Company and the County will not arrange for transfer, hiring, or other coordination of staff during the transition.

Deliverable	Completion Schedule
N/A	N/A

6. Temporary Staff Driving Requirements:

Temporary staff with unacceptable driving records cannot be placed in positions that require driving. Auto liability coverage will be the responsibility of the Contractor, holding the County harmless (see Section C. Insurance Requirements). County will not be responsible for driving training but will expect placed staff to attend the County's Risk Department training when required.

Contractor will be responsible for reviewing the Florida Driver license or appropriate state driving license history records for the last four years in accordance with this agreement.

NOTE: In reference to years preceding a violation, the time calculated will begin from the date of citation

For purposes of this agreement, an unacceptable driving record for placement under this contract is defined as any of the following:

- 1) Any citation for a DUI, or refusal to be tested for a DUI, regardless of if there is a conviction, a plea of guilty, or no contest plea.
- 2) Any two (2) convictions for reckless or careless driving - regardless of whether suspension in a revocation of the license is involved in the previous 3 years.
- 3) Suspension or revocation of the driver's license in the preceding three (3) years. Suspension for failure to maintain PIP and comply with Child Support requirements, and failure to pay parking tickets are excluded from this suspension provision if the suspension has been concluded.
- 4) Any driving violation involving leaving the scene of an accident/hit and run, vehicle homicide, DUI Manslaughter, attempting elude a police officer while operating a motor vehicle and racing in the individual's driving history, regardless of conviction.
- 5) Three (3) or more moving violation convictions in the preceding three (3) years.
- 6) A business purpose exemption or inter-lock device restriction in place. The record must be cleared before they can drive a county vehicle.

Class E Motor Vehicle Operation:

Temporary staff will only be allowed to operate Class E Level vehicles/non-commercial

vehicles. Commercial Motor Vehicle Operation:

Those hired for driving positions will not be allowed to drive a commercial vehicle regardless of having a CDL license.

A Contractor representative will perform a Motor Vehicle Records (MVR) check using INTELIFI.

Deliverable	Completion Schedule
Perform Motor Vehicle Records (MVR) check	Prior to placement in a driving position

7. Temporary Staff Background And Records Checks:

Contractor shall conduct criminal records check that includes Florida Statewide, all Counties outside of Florida where the applicant lived in the past 7, and a national federal check. A Level Two Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) is required for all temporary staff persons filling designated positions or within certain departments (Regional 911, Information Technology, Sheriff's Office, etc.). Contractor is responsible for all costs associated with the background checks.

- a) Contractor must obtain a Level Two Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each all assigned temporary staff person.
- b) Contractor will submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application for each temporary staff person to the designated Human Resources representative within the Sheriff's Office. For positions located at the County Justice Center on 49th Street: Contractor will submit the Sheriff's Office Fingerprint Card Information along with items defined in Step Two. The Contractor will schedule, through the Human Resources Department, a time for any temporary staff intended to be placed in such position to be fingerprinted by the Sheriff's Office.
- c) A list of all assigned temporary staff, showing full name, address, telephone number, date and place of birth, and driver license number shall be available to the County. This list is to be kept current by the Proposer including any changes made to Contractor's personnel and be provided to County upon request.
- d) Contractor will provide an updated FDLE Level Two Criminal History Records Check for all temporary staff on an annual basis as specified by the County. The annual updates are to be sent to the Sheriff's Office Human Resources Department for review of any new information. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
- e) All temporary staff are required to wear picture identification (ID) badges, to be furnished by Pinellas County for the various locations.
- f) Contractor shall make temporary staff available for photographs on a schedule to be worked out with the Human Resources. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Each temporary staff person shall sign his or her badge at the time of receipt.
- g) Contractor will notify HR when a badge is lost. It shall be the responsibility of the Contractor to pay for replacement badges at the rate of \$10.00 per badge. No temporary staff shall be allowed to work without a current badge. Temporary staff who do not display proper identification will give cause for the County to require removal of that individual from the property. Contractor shall see that all badges are returned to HR when an individual is no longer assigned under this contract.

A Contractor representative will perform a Motor Vehicle Records (MVR) check using INTELIFI.

Deliverable	Completion Schedule
Perform criminal background screening	Within 24 hours of completed application

8. Temporary Staff Building And Access Control:

Temporary staff will be furnished means of access to all work locations. Any keys or key cards issued to the Contractor for such use shall not be duplicated by the Contractor or their employees. Contractor should be aware that for security purposes all County properties may be under video surveillance.

The County shall not be responsible for any loss of personal property by Contractor’s employees. No Employee parking will be provided for staff assigned to work at the County.

Deliverable	Completion Schedule
Any employee issued a key or key card by the County will be informed that the key shall not be duplicated. To be aware that for security purposes all County properties may be under video surveillance.	Immediately following department placement approval.
Inform the employee that the County shall not be responsible for any loss of personal property. Any of the County’s lost property shall be the employee’s responsibility for replacement.	Immediately following department placement approval.
Inform the employee that no employee parking will be provided for staff assigned to work at the County.	Immediately following department placement approval.

9. Contractor Requirements:

- a) The contractor is the employer of all staff placed under this contract for all purposes under federal, state and local law. Contractor will be responsible for full compliance with any all and federal, state and local laws relating to the employment of persons including but not limited to the Fair Labor Standards Act, the Family & Medical Leave Act, the Americans with Disabilities Act, and the Affordable Care Act, Worker’s Compensation Statute and OSHA.

Deliverable	Completion Schedule
Inform the employee of the professional working relationship. Explaining that the employee is an employee of the Contractor. The Contractor shall comply with all federal, state, and local law.	At the time of Contractor onboarding <u>and</u> immediately following department placement approval.

- b) The contractor is responsible for all employer requirements (including withholding of income taxes, social security, worker’s compensation, disability benefits and all similar benefits) for temporary staff placed. Employer costs for any and all such requirements shall be inclusive within the proposed markup or “bill rate”; no additional costs may be passed through or separately billed to the County, unless agreed to by written agreement of the parties.

The contractor shall use TempWorks for employee payroll processing.

Deliverable	Completion Schedule
Inform the employee of the financial responsibility of the contractor. Explaining that the employee is an employee of the Contractor, and the Contractor shall comply with all federal, state, and local law.	At the time of the Contractor onboarding and immediately following department placement approval.

- c) The contractor shall conduct all employment screening, testing (i.e., typing, Excel, Word, etc.), evaluations, and recruitments; handle any and all temporary staff issues, i.e., disciplinary actions, etc. The Contractor shall use tools such as TempWorks, E-Verify, SHL, LabCorp, INTELIFI, EZ Fingerprints, etc.

All temporary staff issues will be managed following federal, state, and local laws, industry best practices and company policy.

Deliverable	Completion Schedule
Perform all employment testing, screening, evaluations, and recruitments.	Prescreening is proactively completed and immediately following department placement approval (or as specified by the County).
Manage all temporary staff issues.	Immediately upon receipt of notification from the department (or other County representative)

- d) The contractor shall ensure placed staff possess the requisite skills, experience and qualifications; provide any and all training to placed staff on proper procedures and protocols (as per OSHA, etc.). Training for positions must be completed prior to placement.

The contractor representatives will ensure that all employees placed on assigned at the County are qualified. Contractor will test these qualifications using SHL Talent Central and provide general safety guidelines and procedures. The Contractor will work with the County to coordinate onsite training as needed.

Deliverable	Completion Schedule
Perform all skills and assessment testing	At the time of Contractor onboarding and immediately following department placement approval.
Provide employee training	Immediately following department placement approval (or as specified by the County).

- e) The contractor shall ensure staff placed have met the requirements for driving, or other requirements as pertain to the position being filled (details of driving requirements listed below). All requirements for OSHA Construction and/or General Industry certification shall be the requirement of contractor, and staff placed must provide evidence of certification. County has the right to provide additional training specific to County procedures and/or safety requirements.

The Contractor representative shall ensure that all employees meet the County's driving requirements as outline below.

Temporary staff with unacceptable driving records cannot be placed in positions that require driving. Auto liability coverage will be the responsibility of the Contractor, holding the County harmless (see Section C. Insurance Requirements). County will not be responsible for driving training but will expect placed staff to attend the County' Risk Department training when required.

Contractor will be responsible for reviewing the Florida Driver license or appropriate state driving license history records for the last four years in accordance with this agreement. NOTE: In reference to years preceding a violation, the time calculated will begin from the date of citation.

For purposes of this agreement, an unacceptable driving record for placement under this contract is defined as any of the following:

1. Any citation for a DUI, or refusal to be tested for a DUI, regardless of if there is a conviction, a plea of guilty, or no contest plea.
2. Any two (2) convictions for reckless or careless driving - regardless of whether suspension in a revocation of the license is involved in the previous 3 years.
3. Suspension or revocation of the driver's license in the preceding three (3) years. Suspension for failure to maintain PIP and comply with Child Support requirements, and failure to pay parking tickets are excluded from this suspension provision if the suspension has been concluded.
4. Any driving violation involving leaving the scene of an accident/hit and run, vehicle homicide, DUI Manslaughter, attempting elude a police officer while operating a motor vehicle and racing in the individual's driving history, regardless of conviction.
5. Three (3) or more moving violation convictions in the preceding three (3) years.
6. A business purpose exemption or inter-lock device restriction in place. The record must be cleared before they can drive a county vehicle.

Class E Motor Vehicle Operation:

Temporary staff will only be allowed to operate Class E Level vehicles/non-commercial vehicles.

Commercial Motor Vehicle Operation:

Those hired for driving positions will not be allowed to drive a commercial vehicle regardless of having a CDL license.

Deliverable	Completion Schedule
Perform all MVR check	Prior recommending to County department for placement (or as specified by the County)

- f) The contractor shall provide notice of ability to provide a position staff within four (4) hours of request.

The Contractor shall provide notice to the County department head(s) within four (4) hours of the request. The Contractor shall provide notification via email and/or phone.

Deliverable	Completion Schedule
Provide notice of ability to provide a position staff within four (4) hours of request.	Within four (4) hours of request.

- g) The contractor shall provide, and update during the contract term, the Contractor's standard communication methods, timeframes, etc. to be followed by HR.

The Contractor shall provide, and update during the contract term, the Contractor's standard communication methods, timeframes, etc. to be followed by HR. The Contractors Operations Manager and Quality Manger will update these methods as needed.

Deliverable	Completion Schedule
Provide, and update during the contract term, the Contractor's standard communication methods, timeframes, etc. to be followed by HR	As needed

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- h) The contractor will be required to provide monthly and/or quarterly reporting of usage by County department, with ability to use coding to determine division usage within each department. The contractor must have flexibility in reporting capabilities to work with County in development of other reporting, as needed.

The Contractor shall provide monthly and/or quarterly reporting of usage by County department, with ability to use coding to determine division usage within each department. The contractor has the flexibility in reporting capabilities to work with County in development of other reporting, as needed.

The Contractor shall pull reporting from TempWorks (Applicant Tracking System) software and work with team members to ensure complete and accurate reporting. The County departments data shall be updated and incorporated in each report.

Deliverable	Completion Schedule
Provide customizable reporting	Monthly, Quarterly

- i) The contractor will provide other reporting, as necessary, to meet the County's temporary staffing service needs.

Deliverable	Completion Schedule
Provide customizable reporting	As needed

- j) The contractor will provide other reporting, as necessary, to meet the County's temporary staffing service needs.

Deliverable	Completion Schedule
Provide customizable reporting	As needed

- k) The contractor must have the ability to maintain assignment data to provide County notification when a temporary employee has been on assignment a specific number of days (variable).

Contractor shall maintain assignment data to provide to the County notification when a temporary employee has been on assignment a specific number of days (variable). The Contractor personnel will manage this data on a daily basis using TempWorks Application Tracking System (ATS).

Deliverable	Completion Schedule
Provide customizable reporting	As needed

- l) Contractor has established business operations at the below physical office address, in the local employment market from which County positions will be filled. The contractor is expected to conduct primary interviews, screening, and other employment administrative functions at their own office location(s).

Largo
 3360 E Bay Drive
 Largo, FL 33771

St. Petersburg
 3530 1st Avenue North
 St. Petersburg, FL 33713

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Deliverable	Completion Schedule
Conduct primary interviews, screening, and other employment administrative functions	Ongoing for order fulfillment

m) Customer shall ensure that all other rate or service-level changes during the term of this contract shall be reviewed and approved by the County, and the contract properly amended to reflect such.

D. COUNTY REQUIREMENTS:

Scope of tasks and requirements for the position will be submitted by the requesting department, including:

- a) titles and types of duties expected to be performed
- b) location of position
- c) specify any interaction with public, children, and/or disabled individuals
- d) any extraordinary or specialized duties above the standard position description

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EXHIBIT B - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

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

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

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

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

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

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

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- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

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

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

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

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

Limits

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

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

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

Limits

Each Occurrence or Claim	\$ 1,000,000
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.

- 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.

4) Each Occurrence or Claim	\$ 1,000,000
5) General Aggregate	\$ 1,000,000

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.

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- 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	\$ 1,000,000
General Aggregate	\$ 1,000,000

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.

- 5) **Crime/Fidelity/Financial Institution Insurance** coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

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EXHIBIT C - PAYMENT SCHEDULE

PROPOSER shall provide temporary staffing services based upon the following multiplying rate compensation factors (e.g., a 17% markup to COUNTY specified wages- a multiplier of 1.17)

GROUP	GROUP TYPE	MULTIPLIER
A	PROFESSIONALS	30 %
B	TECHNICIANS	30 %
C	ADMINISTRATIVE SUPPORT	30 %
D	SKILLED CRAFT WORKERS	36 %
E	SERVICE AND MAINTENANCE WORKERS	36 %

NOTE: Proposal rates are inclusive of all costs and overhead including, but not limited to, current and all future governmental mandates.

NOTE: The County will pay for hours actually worked. Temporary employees shall be paid overtime for work performed in excess of forty (40) hours per week (defined as Sunday to Saturday) at a rate of 1.5 times the hourly rate. Such overtime must be pre-approved by the County Department Director and verified on the temporary employee's time sheet and signed by the County Department Director. The County will not pay for holidays or holiday pay.

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

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

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

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

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

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.