

AGREEMENT FOR "PIGGYBACK" PURCHASE

Contract Ref. #24-1078-PB ATMS/ITS Traffic Signal Equipment

This Agreement ("Agreement") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("County") and Interis, Inc. whose primary address is 1250 South Capital of Texas Highway, Building 1, Suite 330, Austin, TX 78746 ("Contractor") (jointly, the "Parties").

WHEREAS, the County is authorized to procure goods and services based on the contract terms and pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, following a competitive procurement process, Seminole County entered into an Agreement IFB -604689-23/LNF for CONNECTED VEHICLE EQUIPMENT, effective 2/9/2024 (the "COUNTY OF SEMINOLE AGREEMENT"); and

WHEREAS, the County has elected to utilize resulting contract terms and pricing of the cooperative procurement or solicitation as reflected in the COUNTY OF SEMINOLE AGREEMENT; and

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

NOW THEREFORE, the Parties agree as follows:

- A. **Documents Comprising Agreement.** The Agreement consists of this document including Exhibit A (Pricing Schedule) and the COUNTY OF SEMINOLE AGREEMENT. All terms and conditions of the COUNTY OF SEMINOLE AGREEMENT, including Appendices, are incorporated herein as if set forth in full, except as modified herein. If there is a conflict between this document and the COUNTY OF SEMINOLE AGREEMENT, this document will prevail.
- B. **Term.** The initial term of this Agreement is effective from the Effective Date through 2/12/2027. The parties may extend this agreement in conjunction with any extensions made to the COUNTY OF SEMINOLE AGREEMENT by a mutually agreed upon written amendment to this Agreement. If the parties desire to extend past the expiration date of the COUNTY OF SEMINOLE AGREEMENT, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. The Agreement will not automatically renew.
- C. **Expenditures Cap.** Payment and pricing terms for the initial and renewal terms are subject to the cost or fee schedule in Exhibit A. Notwithstanding the above, County expenditures under the Agreement will not exceed \$640,000.00 for the Contract Term without a written amendment.
- D. **Modifications to the County of Seminole Agreement.**
 1. **The County as the Contracting Party.** All references within the COUNTY OF SEMINOLE AGREEMENT to the County of Seminole will be interpreted as pertaining to the County. It is understood that wherever the words "County," "Agency," "Authority," "Commission" or "Board," or other references to the County of Seminole appear in the COUNTY OF SEMINOLE AGREEMENT, they shall be read as "Pinellas County." Any term in the COUNTY OF SEMINOLE AGREEMENT that is applicable in law or fact solely to the County of Seminole that cannot be reasonably applied to the County is severed from the Agreement, with no effect on the remaining terms.

2. **Section 26 (Governing Law, Jurisdiction, and Venue)** is revised to state that 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.
3. **Section 2 (Term)** is revised to clarify that, as between the County and Contractor, the "Effective Date" is the date listed above. Should the COUNTY OF SEMINOLE AGREEMENT terminate before the end of the term of the Agreement between the County and Contractor, all applicable terms of the conditions of the COUNTY OF SEMINOLE AGREEMENT incorporated herein will remain in full force and effect.
4. **Section 6 (Payment and Billing), subsection d**, is intentionally omitted from the Agreement.
5. **Section 18 (Dispute Resolution)** is intentionally omitted from the Agreement.
6. **Section 25 (Public Records Law)** is intentionally omitted from the Agreement.
7. **Exhibit B (Sample)** is intentionally omitted from the Agreement.
8. **Section 29 (Notices)** is revised to substitute the following County contact information:

Pinellas County

Attn: Thomas Russell

400 S. Fort Harrison, Suite 600

(727) 464-3154

torussell@pinellas.gov

E. Fiscal Non-Funding

1. 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 will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

F. Invoices

1. Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq.. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.
2. Invoices (if applicable) must be submitted to:
 - a. Clerk of the Circuit Court and Comptroller
 - b. Attn: Finance Division / Accounts Payable
 - c. PO Box 2438
 - d. Clearwater, Florida 33757
 - e. Phone: 727-464-8300
 - f. Email: ClerkFinanceDivisionFixedAssets@mypinellasclerk.org
3. The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

G. Refunds

1. The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

H. Taxes

1. The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax Exemption Number is 59-6000800. 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 the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

I. Travel Expenses

1. No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

J. Confidential information and Public Records law

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

2. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT

a. Audit

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.

b. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

c. Cooperation with the Inspector General

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

d. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. 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 and regulations, including but not limited to 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. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request

from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**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 CUSTODIAN
OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT**

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental

function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations.

The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

K. **E-Verify.** CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 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 Statutes Section 448.09(1) will 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 will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

L. 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 will apply:

1. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected

Invoice” to the requesting department to initiate the payment timeline.

- a. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
 - b. 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.
1. 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 will assign a representative who will act as a “Dispute Manager” to resolve the issue at departmental level.
 2. The Dispute Manager will 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 must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
 3. 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 will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will 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.
 4. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will 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.
 5. 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 will pay interest as of the original date the payment was due.
 6. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will 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.

M. **ENTIRETY.** This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For CONTRACTOR:

Signature *Paul Misticawi*
Print Name & Title Paul Misticawi, Vice President of Travel-Time/CV Sales
Date 10/3/2024

For COUNTY:

Signature
Print Name & Title
Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT A – PRICING SCHEDULE

<p>BlueTOAD Spectra RSU w/ Trade-In: BlueTOAD Spectra and CV2X module with / POE Injector & Power Supply. RSU shall be SCMS ready out of the box. RSU shall Include 2 yr warranty.</p> <p>Trade-in includes BlueTOAD classic, BlueTOAD Spectra or BlueTOAD Spectra RSU w/ DSRC, any other Bluetooth brand sensor and any other DSRC or CV2X RSU</p> <p>Model Number: BT-Spectra-RSU-Trade</p>	100	\$6,400	\$640,000
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