



BOARD OF COUNTY COMMISSIONERS

DATE: January 28, 2014

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Negotiated Agreement – Networking Services, Next Generation 9-1-1 IP Network (NENA Standard i3)
Contract No. 123-0283-P (RG)

Department:

Safety and Emergency Services / Purchasing

Staff Member Responsible:

Bruce Moeller / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT FOR NETWORKING SERVICES, NEXT GENERATION 9-1-1 IP NETWORK (NENA STANDARD i3) FOR THE PUBLIC SAFETY COMPLEX WITH INTRADO, INC. (INTRADO), LONGMONT, COLORADO,

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

The Next Generation 9-1-1(NG9-1-1) IP Network is an update to the current 9-1-1 service infrastructure to improve public emergency communications services in a growing wireless mobile society. NG9-1-1 will enable the public to make voice, text, or video emergency calls from any communications device via Internet Protocol-based networks as well as enhancing accessibility to those with hearing and sight problems. In addition, the network will allow public safety answering points (PSAPs) to issue emergency alerts to wireless devices in an area via voice or text message, and to highway alert systems.

After the initial evaluation of proposals and subsequent ranking of firms, on October 8, 2013, the Board approved staff recommendation to proceed with negotiations with the number one ranked firm, Intrado.

Negotiations with Intrado were centered on the project statement of work, services fee, and the master agreement. The project will consist of two (2) phases as follows:

- Phase 1
 - Milestone 1: Project definition
 - Milestone 2: Architecture definition
 - Milestone 3: Equipment installation and network connectivity
 - Milestone 4: Telephone Service Provider (TSP) Interconnection
 - Milestone 5: A9-1-1 Voice Migration
- Phase 2
 - Milestone 6: Maintenance
 - Milestone 7: Text-to-911
 - Milestone 8: i3 Solution transition

The estimated contract amount is \$5,340,000.00 over a term of sixty (60) months. The service fee shall include network routing and maintenance as well as the management of the County's Automatic Location Information (ALI) database, which is currently managed by Intrado through Verizon, our 9-1-1 service provider. Management services of the ALI database, directly through Intrado, reflect an annual savings of approximately \$762,720.00.

Included in the final agreement is a negotiated option for Intrado's THOR Shield, a program that includes a mobile public safety answering point (PSAP) utilized for strategic incident pre-planning, professional on-site deployment, technical expertise, logistics support and 9-1-1 communications technologies to ensure that 9-1-1 emergency services stay operational during any situation.

Costs for the deployment, use and removal of THOR following catastrophic events will be \$30,000 per day, which can be reimbursed by the Federal Emergency Management Agency. There will not be a charge for the use of THOR if deployed for network inoperability due to events other than catastrophic.

Additionally, the agreement contains a provision for one (1) sixty (60) month term extension, which may include a price adjustment (increase/decrease) in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, for the twelve months prior to the extension. The extension will be exercised pending approval by the County Administrator.

The award of this contract includes funds budgeted for the emergency deployment of Intrado's THOR Shield services for catastrophic events.

Fiscal Impact/Cost/Revenue Summary:

Estimated annual expenditure:	\$1,068,000.00
Estimated Sixty (60) month expenditure:	\$5,340,000.00
▪ Emergency deployment of THOR for catastrophic events	\$210,000.00
Total estimated contract expenditure not to exceed:	<u>\$5,550,000.00</u>

Funding is provided through the E9-1-1 Service Fee Fund.

Exhibits/Attachments Attached:

Contract Review

Final Negotiated Agreement including the following exhibits:

- Exhibit A- Statement of Work
- Exhibit B- Fees Schedule
- Exhibit C- Insurance Requirements



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 442006

PROJECT: NETWORKING SERVICES- NEXT GENERATION 9-1-1 IP NETWORK (NENA STANDARD i3)

RFP NUMBER: 123-0283-P (RG)

TYPE: ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☒ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 15-17

PRODUCT ONLY ☐

Estimated Expenditure: \$ 1,800,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS NECESSARY	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> J. Lauro, Director C. Mancuso, Ass't. Director	3/29/13		Please define anyone used throughout	
2.	<u>Requesting Dept.</u> Attn: B. Moeller, Director C. Freeman, Manager 911	4/16/2013			

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	5/3/13		See p 15-17	HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	5/1/13			NOT HIGH RISK
5.	<u>Legal</u> Attn: Michelle Wallace	5/1/13			
6.	<u>County Administrator</u> Attn: R. LaSala	5/15/13			
7.	<u>Asst. County Administrator</u> Attn: M. Woodard				

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Rosa E. Garcia, Procurement Analyst

at Extension 43148

In order to meet the following schedule, please return your requirements to Purchasing by: April 12, 2013

TENTATIVE DATES

Bid Mail Out: TBD
Bid Opening: TBD
Purchasing Director Approval: TBD

AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 201_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Intrado, Inc. (“Contractor”) (individually, “Party,” collectively, “Parties”).

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to RFP 123-0283-P (“RFP”) for Networking Services – NG9-1-1 IP Network 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, 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 in a Business Associates Agreement, and any other information designated in writing by the County as County Confidential Information.

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

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, 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 by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, 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. 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. Contractor shall acquire all legal rights necessary to perform the Services and, as necessary, Pinellas County will cooperate by reasonable means.

1. Phase I. Phase I Services shall consist of the completion of Milestones 1, 2, 3, 4, and 5, as more specifically described in Exhibit A ("Phase I Services"). Performance of Phase I Services shall commence on the Effective Date, and shall continue until Acceptance of all Phase I Services by the County's Project Administrator, as provided in Section 14 herein, and such Acceptance shall be attained no later than 280 days from the Effective Date, unless the County's Project Administrator approves an alternative timeframe.

2. Phase II. Upon County's acceptance of the Phase I services, Contractor shall commence performance of Milestones 6, 7 and 8, as more specifically described in Exhibit A ("Phase II Services").

B. Services Requiring Prior Approval. Work on Services requiring prior County approval as provided in Exhibit A, or any Additional Services, shall not be commenced until Contractor submits a written proposal describing the scope of the work, the cost, if applicable, and the completion schedule, if applicable, and the Contract Administrator approves the proposal in writing.

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 Exhibit A attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate as provided in Exhibit A attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. Change Orders. If the County requires the performance of Services (other than Additional Services) that are not then being performed, or if either party requests a change to the existing Services, the Project Manager of the party requesting or proposing the change in the Services shall deliver to the other party's Project Manager a Change Order specifying to proposed work with sufficient detail to enable the other party to evaluate it. Contractor shall provide the County with an evaluation of the Change Order containing the following: (i) a detailed description of the Contractor Personnel required to perform the requested Services; (ii) Specifications (if applicable); (iii) implementation plans, with implementation to commence not later than thirty (30) calendar days after approval thereof, unless otherwise mutually agreed by the Project Managers; (iv) the timeframe for performance; (v) acceptance criteria; and (vi) the estimated price for such performance based on the applicable charges set forth in this Agreement. If the Change Order request is initiated by the County, this evaluation shall be provided within five (5) Business Days of receipt of the proposed Change Order from the County, unless otherwise mutually agreed by the Project Managers. All Change Orders shall be governed by the terms and conditions of this Agreement, including either the hourly rates for Services, or fixed fees, as directed by the County, and warranties, unless mutually agreed otherwise. Within a reasonable timeframe specified by Contractor, which timeframe shall not be less than ten (10) Business Days from the Project Manager's receipt of the Change Order with the evaluation required herein (the "Response Period"), the County shall notify Contractor in writing if the County elects to proceed with the Change Order (the "Proceed Order"). If, within the Response Period, the County gives notice to Contractor not to proceed, or fails to give any notice to Contractor, then the Change Order shall be deemed withdrawn and Contractor shall take no further action with respect to it. Contractor shall promptly commence performing the Services described in the Change Order upon the County's approval of the applicable Change Order and such Change Order being executed by an authorized representative of the Parties, which shall be the County Administrator or designee for any Change Orders decreasing the Services Fee or increasing the Services Fee not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code amending the SOW, Documentation or Specifications without any change to the Services Fee or Project Schedule, or increases the expected completion of a Project Milestone by not more than sixty (60) days, and which shall be the Board of County Commissioners for all other Change Orders. A Change Order shall not become binding upon the County, and the County shall not be obligated to pay Contractor for

any Services performed pursuant to a Proceed Order, unless and until the Change Order related to such Proceed Order is approved by the County as provided herein.

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. 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.

3. Personnel.

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

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to providing 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. All persons working under this contract must be cleared by the Pinellas County Sheriff's Office 5 days before being allowed to work on any County property. Contractor shall provide background checks through third party private agencies licensed to provide background checks. These background checks will be provided to the local contact person to be forwarded to the Sheriff. Contractor will not charge Pinellas County for providing or having a third party private agency conducting the background checks. Contractor shall fill out such forms as required for security clearances by Pinellas County Sheriff's Department. No Contractor Personnel will be allowed to work on County property until clearance is received and an ID badge is made. Badges are to be worn at all times when contract employees are working on County property. The 9-1-1 Systems Manager will dictate security clearance. Security policies may change over the course of this contract and Contractor shall meet these changing requirements and any associated costs. 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.

4. Compensation of and Method of Payment.

Services Fee. The County agrees to pay the Contractor the annual sum of not-to-exceed \$1,068,000, payable as stated below ("Services Fee") pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this amount 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 to Contractor exceed the not-to-exceed sum set out in this subsection A, unless the Parties agree to increase this sum by written amendment as authorized in Section 20 of the Agreement.

A. The County agrees to pay to Contractor the annual lump-sum Services Fee of not-to-exceed \$1,068,000 for Services completed and accepted as provided in Section 14 herein, payable in equal monthly payments of \$89,000 upon submittal of an invoice as required herein ("Maintenance Fee"). County shall have no obligation to commence payment of the Maintenance Fee until completion and acceptance of all Phase I Services and commencement of Phase II Services. Costs for the deployment, use and removal of Thor following catastrophic events, as described in Exhibit A, will be \$30,000 per day, in accordance with Exhibit A. There will be no cost to the County for the deployment, use, or removal of Thor if deployed for 911 Network inoperability due to events other than catastrophic events listed in Exhibit A.

B. Tax Exempt Status. Contractor acknowledges that the County is a tax exempt entity.

C. Payments. Contractor shall submit invoices for payments due as provided herein with such documentation as required by County as provided in Exhibit B attached hereto.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

5. Term of Agreement.

A. Initial Term. This Agreement shall take effect on the Effective Date and shall remain in full force and effect until expiration of the term of the Agreement or termination of the Agreement as provided herein, whichever occurs first, and except as provided in Section 16. The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of sixty (60) months from the date of commencement of Phase II Services, unless terminated or extended in accordance with the provisions of this Agreement.

B. Term Extension. The Parties may extend the term of this Agreement for one (1) additional sixty (60) month period pursuant to the same terms and conditions set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein. The amendment providing for the term extension may include a price adjustment, upwards or downwards, in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series ID: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to the date of the term extension. Contractor shall request any pricing adjustment, and if no pricing adjustment is requested and included in the term extension amendment, the pricing stated in this Agreement shall continue for the extended term.

6. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 8 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 14, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement. A Contractor Event of Default that constitutes or results in a circumstance described in Exhibit A Scope of Work regarding Severity Levels 1, 2, or 3, shall be considered a "Severity Level Default."

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above other than a Severity Level Default, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice. Upon the occurrence of a Severity Level Default, the Parties shall fulfill requirements of the applicable Severity Level, and Contractor shall respond according to the time-frames and requirements stated for the applicable Severity Level.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 6.A.1.(iii) or the failure to respond as required to a Severity Level Default, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of

termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 8 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

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

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

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

8. Confidential Information and Public Records.

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

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

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

9. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. 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, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

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

12. Liability and Insurance.

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

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

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act. Neither Party shall be liable for indirect, consequential, or punitive damages. In no event shall a Party's liability to the other Party exceed twelve (12) times the amount paid under this Agreement for the month preceding the event giving rise to liability.

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.

13. 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 other than for services rendered prior to the final date for which funds have been appropriated.

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

15. Subcontracting/Assignment.

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

B. Assignment. This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County which shall not be unreasonably withheld. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 6, 8, 9, 12 and 19.

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

For County:

Attn: _____

For Contractor:

Attn: Legal Dept, copy attn: Corporate Controller
1601 Dry Creek Dr.
Longmont, CO 80503
Fax: 720-494-6600

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

18. 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.

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

20. 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.

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

22. 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.

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

by and through its _____

INTRADO, INC.

By: _____

By: Mary Hester

Name: Mary Hester

Title: EVP

ATTEST:

KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

Intrado
<u>DJ</u>
Approved as to Form

APPROVED AS TO FORM

By: [Signature]

Office of the County Attorney

EXHIBIT A- STATEMENT OF WORK

A. Network

- 1) Intrado A9-1-1 Routing services shall be provided to Pinellas County over a privately managed, secure IP network. Intrado's solution shall be solely designed and delivered by Intrado with no sub-contractors or sub-systems other than leased Multi Protocol Label Switching (MPLS) networks provided by nationwide IP infrastructure providers or other reliable networks provided by originating traffic carriers. The ESInet shall provide Pinellas County with a true next generation 9-1-1 solution by replacing the existing legacy, point-to-point, circuit-switched CAMA (Centralized Automatic Message Accounting) network provided by Verizon. As a turn-key solution, Intrado shall closely manage and maintain the end-to-end network implementation for Pinellas County Regional 9-1-1.
- 2) Intrado shall provide multiple legacy network gateways for wireline, wireless, and VoIP telephone service providers to send their 9-1-1 call traffic destined for Pinellas County Regional 9-1-1. For the purpose of redundancy and diversity, Intrado shall require the Telephone Service Providers to connect to at least two Intrado Legacy Network Gateways (LNGs).
- 3) Intrado shall utilize MPLS connectivity from two different network providers and shall give Pinellas County Regional 9-1-1 sufficient bandwidth for 100% capacity and 100% redundancy, so that if one MPLS carrier's network goes down, the redundant bandwidth can manage 100% of the PSAP's capacity. Each of the MPLS networks will terminate at separate Intrado IP routers located at the Regional 9-1-1 host A or host B equipment site.
- 4) Pinellas County will provide Intrado with a Letter of Agency, authorizing Intrado to be the primary point of contact for working with the TSPs to develop a migration and test plan for each End Office. In the event that a Telephone Service Provider is uncooperative, Intrado will escalate to Pinellas County for assistance.
- 5) Intrado shall work with Verizon to place the Regional 9-1-1 Center in-service via Verizon's Tandem 5E selective routers for all Telephone Service Provider traffic and in parallel work with each Telephone Service Provider to plan for and execute the migration of its 9-1-1 call traffic to the Intrado A9-1-1 Routing Service. Once the Regional 9-1-1 Center has been placed in service on A9-1-1 Routing via aggregated traffic from the 5E Tandem selective routers, each Telephone Service Provider shall be requested to establish connectivity from each of their end offices and Mobile Switching Centers serving Pinellas County's Regional 911 Center to at least two (2) A9-1-1 Routing Legacy Network Gateways. Each Telephone Service Provider will be responsible for the cost of ordering and maintaining required circuits to connect to the Legacy Network Gateway so that each End Office has routes to at least two Legacy Network Gateways for diversity and redundancy.
- 6) The ESInet shall have no single point of failure. Intrado shall utilize a fully redundant, multi-carrier, multi-protocol network linking all Intrado 9-1-1/E9-1-1 network elements and PSAPs. Redundancy and diversity shall extend to the "last mile" (point at which the external network connects to the County's internal network) connectivity to the PSAP provided that diversity exists including dual entry points into the PSAP. Within each redundant node, there shall be redundant network elements. Intrado facilities and nodes shall be equipped with physically redundant data communications and power equipment so that any component can be maintained without overall service impact.
- 7) The ESInet shall be compliant with the version of NENA i3 standard in effect at the time of system implementation and maintain the NENA i3 standard as it evolves.

B. Text-to-911

- 1) Intrado's network shall include Text-to-911 from participating Wireless Carriers.
- 2) When the County is ready to receive Text-to-911, Intrado shall work with Cassidian to integrate Text-to-911 directly into the Vesta 4.x platform.
- 3) In the event that the Vesta 4.x platform is not able to receive Text-to-911 directly, Intrado shall supply a web based browser which will consolidate all participating wireless carrier's SMS traffic into a consistent workflow and deliver it via a single user interface to each PSAP position. The County will provide the computer to access the web browser.

EXHIBIT A- STATEMENT OF WORK

- 4) Once Cassidian 4.x equipment is capable of receiving text-to-911 directly, Intrado shall work with Cassidian to transition from the web based platform to the Vesta 4.x.

C. Telephony Interfaces

Intrado will work with Carousel and Cassidian to connect to the existing CPE.

D. Testing

- 1) Intrado will provide, at a minimum, the following tests and provide documentation of successful testing:
 - Correct routing of various call types
 - Call hand-offs, transfers, and bridging functions
 - Operation of the system core and the provisioning elements
 - Operation of the Intrado PSAP routers and Legacy PSAP Gateways
 - Configuration of network elements
 - Selective Routing
 - Trunk only routing
 - PSAP abandonment routing
 - Alternate routing
 - Default routing
 - PSAP trunk group management by call type
- 2) Intrado shall work collaboratively with the Regional 9-1-1 Center to modify this test plan to meet the needs of Pinellas County. This may include the addition or removal of test cases as needed or desired. Once the test plan is completed and agreed upon, Intrado will work with Pinellas County to determine the test protocol specifics, such as order of calls. Intrado will work with the County to schedule the testing, as appropriate.
- 3) Intrado will manage the testing process and coordinate all test calls documented in the test plan. This testing is scheduled in accordance with the Regional 9-1-1 Center's availability. The Regional 9-1-1 Center will provide personnel to answer the test calls and provide documentation, such as screen prints. Normal test times will be during off-peak daytime "business hours." Test times outside of the normal business hours will be mutually agreed upon by Pinellas County and Intrado.

E. Support and Warranty

- a. The A9-1-1 network shall be monitored 24 hours a day, 7 days a weeks, 365 days a year.
- b. Intrado shall respond to network related issues within the following severity levels:
 - a. **SEVERITY LEVEL 1**
 - i. A9-1-1 Routing is completely inoperative or severely impacted where critical network or data communication problems on the Intrado system that prevent Intrado from routing 9-1-1 calls. Examples include but are not limited to: PSAP not receiving calls, audio is working on only one side of incoming calls, End Office traffic not able to reach PSAP. Critical network or data communications problem on an Intrado system, and/or network hardware, circuit, or sustained non- delivery of voice or ANI.
 - ii. **Notification Time:** Intrado will provide initial notification of the issue by contacting the appropriate or designated Customer contact within thirty (30) minutes of identification of the service disruption. Hourly status updates will be provided until the issue is resolved. Intrado will apply immediate and sustained effort until a resolution is in place. If a resolution cannot be identified within 1 hour, Intrado will initiate internal escalation procedures to assure resources are appropriately assigned for problem resolution efforts.
 - iii. **Resolution Procedure:** Intrado will correct the service disruption or provide a procedure for the Customer to bypass or work around such disruption in order to continue operations within 1 hour. If a bypass procedure is utilized, Intrado will provide the Customer with an action plan for the development of the final resolution, and Intrado will continue resolution activity until full service is restored to the Customer.

EXHIBIT A- STATEMENT OF WORK

- iv. Sustained issues (more than 24 hours) at a Severity 1 level resulting in more than 12 incidents within a calendar year will constitute a breach of contract.
- b. **SEVERITY LEVEL 2**
 - i. A9-1-1 Routing services are severely and critically impaired, where major functions are inoperative and those major functions are critical to the operation of the A9-1-1 Routing services. Examples include but are not limited to: Reduced incoming trunk capacity, intermittent non delivery of voice or ANI, sustained line noise or interference.
 - ii. **Notification Time**: Intrado will provide initial notification of the issue by contacting the appropriate or designated Customer contact within two (2) hour of identification of the service disruption. Status updates will be provided every 4 hours until the issue is resolved. Intrado will apply sustained effort until a resolution is in place. If a resolution cannot be identified within 4 hours, Intrado will initiate internal escalation procedures to assure resources are appropriately assigned for problem resolution efforts.
 - iii. **Resolution Procedure**: Intrado will correct the service disruption or provide a procedure for the Customer to bypass or work around such disruption in order to continue operations within 4 hours. If a bypass procedure is utilized, Intrado will provide the Customer with an action plan for the development of the final resolution, and Intrado will continue resolution activity until full service is restored to the Customer.
 - iv. Sustained issues (more than 48 hours) at a severity level 2 resulting in more than 26 incidents within a calendar year will constitute a breach of contract.
- c. **SEVERITY LEVEL 3**
 - i. A9-1-1 Routing services are impaired and some functions are not operating, but those functions are not mandatory or critical to 9-1-1 call delivery.
 - ii. Examples include but are not limited to: Intermittent noise on the line, partial trunk capacity reduction, reduced TSP end office connectivity to A9-1-1 Routing service.
 - iii. **Notification Time**: Intrado will provide initial notification of the issue by contacting the appropriate or designated Customer contact within one (1) hour of identification of the service disruption. Status updates will be provided every 8 hours until the issue is resolved.
 - iv. Intrado shall provide an escalation list with 24/7 phone numbers of management personnel with the authority to make the required decisions to get the system operational
 - v. Sustained issues (more than 48 hours) at a severity level 3 resulting in more than 52 incidents within a calendar year will constitute a breach of contract.

F. **ALI Database Access**

Intrado will make the necessary conversions to the County's ALI database to transition the management of such database from Verizon to Intrado.

G. **Training**

- a. In order to ensure County staff remain abreast of industry technology, the successful proposer shall procure relevant public safety communications training for one (1) Pinellas County Public Safety Services Staff Member at the election of the Executive Director of the Department of Safety & Emergency Services, for one (1) of the following:

EXHIBIT A- STATEMENT OF WORK

- a. Association of Public-Safety Communications Officials (APCO) National Conference Training: Costs shall include seat registration and necessary travel & accommodations to attend such training in accordance with §112.061, Florida Statutes, (2012).
 - b. National Emergency Number Association (NENA) National Conference Training: Costs shall include seat registration and necessary travel & accommodations to attend such training in accordance with §112.061, Florida Statutes, (2012).
- b. The cost and charges to the County of such training (including travel and accommodations) shall not exceed \$2,000 per year during the life of the contract.

H. Project Management

- 1) Intrado Project Manager will participate in monthly meetings/conference calls (at the discretion of the Regional 911 Director) for project updates.
- 2) Intrado Project Manager will supply the Regional 911 Director a certificate of completion at the end of each milestone.

I. Service Issues

Upon knowledge of network trouble, Intrado will notify the PSAP immediately with trouble found, severity level, and approximate repair time as defined in Section E.

J. Thor Deployment

- 1) Catastrophic Event (hurricanes, tornados, or other natural disasters:
 - a. In the event of a known pending natural disaster (hurricane), Intrado will make reasonable attempts to pre-position THOR to speed deployment to the County as soon as it is safe for THOR to arrive. In the event of an unforeseen disaster, natural or manmade, Intrado will respond by deploying THOR with an expectation of four hours plus drive time, but in no event more than 96 hours after notice to proceed with THOR deployment by County.
- 2) 911 Network inoperable (If known downtime will be longer than 4 days)

Intrado will deploy THOR if there is a problem with the A9-1-1 network such that THOR would be an asset to restore 9-1-1 service. THOR would be dispatched as soon as this determination is made and there would be no charge to the county. THOR will be on-site within 96 hours.

 - a. Costs associated with the deployment, use and removal of Thor are defined in section 4 of this agreement.
 - b. As part of the contract, the THOR staff will make an initial visit to the County for purposes of business continuity planning with the PSAPs. During this time, THOR's role and possible locations will be determined for future deployments. If any facilities are required for THOR's deployment (electrical, telephony, etc) those cost shall be the responsibility of the county. If THOR is deployed during a disaster, THOR's standard rate shall apply. The rate for THOR and its crew is \$30,000 per day once THOR is operational. Portal to portal costs will be the responsibility of Intrado. THOR will remain in place until 9-1-1 services can be restored in a more permanent structure.

K. Installation Milestones

1) Deliverables:

- a. Intrado Project Manager will participate in monthly meetings/conference calls (at the discretion of the Regional 911 Director) for project updates.
- b. Intrado Project Manager will supply the Regional 911 Director a certificate of completion at the end of each milestone.

2) Milestones

- **Milestone 1: Project Definition**

- a. Deliverables:

1. Project Plan

EXHIBIT A- STATEMENT OF WORK

2. Kick-Off Meeting
 3. PSAP Site Assessments
 4. Data Collection
 - b. Timeline:
 1. Complete by 40 days from signing
- **Milestone 2: Architecture Definition**
 - a. Deliverables:
 1. System Design
 2. Send LOA to TSPs
 - b. Timeline:
 1. Complete by 70 days from signing
 - **Milestone 3: Equipment Installation and Network Connectivity**
 - a. Deliverables:
 1. Establish ALI Links for VIPER on wheels
 2. IP Circuit Order
 3. Install and Provisioning
 4. A911 Voice Equipment Ordering/Install/Provisioning
 - b. Timeline:
 1. Complete by 190 days from contract signing.
 - **Milestone 4: Telephone Service Provider (TSP) Interconnection**
 - a. Deliverables:
 1. Network Engineering
 2. TSP Interconnection to A911 Voice Network
 - b. Timeline:
 1. Complete by 220 days from contract signing
 - **Milestone 5: A9-1-1 Voice Migration**
 - a. Deliverables:
 1. Testing
 2. Systems Verification
 3. Cutover
 - b. Timeline:
 1. Complete by 250 days from contract signing
 - **Milestone 6: Maintenance**
 - a. Deliverables:
 1. Billing initiation
 2. Post-Live Training
 3. Production Monitoring and Service Desk Support
 - b. Timeline:
 1. Complete by 280 days from contract signing
 - **Milestone 7: Text-to-911**
 - a. Deliverables:
 1. Interface with Vesta 4.X
 2. Soft launch
 - b. Timeline:

EXHIBIT A- STATEMENT OF WORK

1. Complete by 310 days from contract signing

- **Milestone 8: i3 Solution Transition**

- a. Deliverables:

1. GIS based routing
2. LIS/ICDB functionality with i3 protocols
3. GIS provisioning tools (SIF), LVF

- b. Timeline:

1. Complete by 430 days from contract signing

EXHIBIT B- FEES SCHEDULE

1) Intrado ESInet, A9-1-1 Routing, and A9-1-1 ALI Management

- A9-1-1 Routing & ALI Management \$77,170.00
- Managed ESInet (*redundant, carrier diverse IP connectivity from Intrado to each CPE host location*) \$11,830.00

Total Monthly Recurring Fees **\$ 89,000.00**

2) Intrado THOR (use of THOR following catastrophic events, as listed in the Statement of Work)

"\$30,000 per
day once
THOR is
operational"

EXHIBIT C- INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate 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 of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) 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.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

EXHIBIT C- INSURANCE REQUIREMENTS

(6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements 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:

(A) Workers' Compensation Insurance

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

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

Limits	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Technology Errors and Omissions

Limits	
General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000

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