

PIGGYBACKING AGREEMENT

THIS AGREEMENT is entered into on this 22nd day of May, 2026 (the Effective Date), by and between the Levy County, a Florida political subdivision, whose address is 310 School St. Suite 112, Bronson, FL 32621 (the County) and Southern States Toyotalift, an, authorized Toyota Forklift dealer, with its principal place of business located at 5300 Shad Rd Jacksonville, FL 32257-2006 (Contractor).

WHEREAS, when in its best interest, the County may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a "piggyback" procedure; and

WHEREAS, Contractor was the successful competitive bidder to the Levy County Board of County Commissioners, U.S.C. Section 5339 Capital Assistance Grant Disbursement Contract #G3O12, acquisition for shop equipment, a true and accurate copy of which is attached as *Exhibit A* (the Solicitation); and

WHEREAS, copies of Contractor's response to the Solicitation and any bid tabulation are attached hereto as *Composite Exhibit B*; and

WHEREAS, as the successful competitive bidder to the Solicitation, Contractor entered into a contract with the Levy County Board of County Commissioners, which is attached hereto as *Exhibit C* (Original Contract); and

WHEREAS, the County desires to cooperatively purchase (i.e. piggyback) off of the Original Contract for the same services the Contractor provides for the Levy County Board of County Commissioners, and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the Solicitation, its bid, and award; and

WHEREAS, Contractor is willing to perform work for the County pursuant to the terms of the Original Contract with only the modifications set forth herein so as to limitedly address the logistics of contracting with the County; and

WHEREAS, the County and Contractor desire to enter into this Agreement for Contractor to accomplish work for the County on the same terms, conditions, and specifications as the Original Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference. Contractor's representations and warranties set forth in the recitals as incorporated into this Agreement by this reference are a material component to the County's ability to enter into this Agreement. Contractor shall fully indemnify, defend and hold harmless the County and its representatives, employees, officers, and commissioners, from any and all damages, causes of action, or claims of any kind related to Contractor's representations and warranties set forth herein, the veracity of such representations and warranties, and all matters related thereto.

2. The terms and conditions of the Original Contract are hereby incorporated into this Agreement by reference. Contractor shall complete work for the County on the same terms, conditions, and scope as set forth in the Original Contract, except as specifically modified herein solely to account for the County as the purchaser. Such modifications shall not include any modification to the prices bid in response to the Solicitation or the scope of the work that will be provided. Contractor's work for the County shall at all times be at the same unit prices as set forth in the Original Contract.

3. If Chapter 119.0701, Florida Statutes applies to Contractor, then Contractor shall comply with applicable public records laws and shall:

- a) Keep and maintain public records required by the County to perform the service required under this Agreement.
- b) Upon request from the County's custodian of public records, 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.
- c) 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall 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 Agreement, the Contractor shall 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.
- e) A request to inspect or copy public records relating to this contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify Contractor of the request, and Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- f) If Contractor does not comply with the County's request for records, the County shall enforce these contract provisions in accordance with the Agreement.
- g) If Contractor fails to provide requested public records to the County within a reasonable time, Contractor may be subject to penalties under Section 119.10, Florida Statutes.

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 AT Email: harper-mary-ellen@levycounty.org ; Phone 352-486-5218 ; Address: 310 School St Suite 112 Bronson, FL 32621.

4. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified return receipt requested mail, addressed to the following:

To the County:

Levy County Commissioners
310 School ST, Suite 112
Bronson, FL 32621

To Contractor:

Southern States Toyotalift
5300 Shad Rd
Jacksonville, FL 32257-2006

With required copy to:

5. Either party may change its above noticed address by giving written notice to the other party in accordance with the notice requirements above.

6. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

7. If any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

8. The Parties represent and warrant that the persons executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Approved as to form:

LEVY COUNTY

County Attorney

Chair

Attest:

Clerk

CONTRACTOR:

Tim Hodge

Title: Board Chair

[Attest/Notary]