

PIGGYBACK AGREEMENT

THIS PIGGYBACK AGREEMENT is entered into on this ____ day of _____, 2026 (the “Effective Date”), by and between 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 (the “Contractor”).

WHEREAS, the Florida Sheriffs Association (“FSA”) published solicitation documents seeking responses to establish contracts for the purchase of equipment on a “no trade-in basis,” through which FSA awarded contracts to various vendors (the “Solicitation & Award Packet”), and which Solicitation and Award Packet is available on the FSA Cooperative Purchasing Program Full Award Packets webpage; and

WHEREAS, Section 1.09 of the Solicitation provides that awarded bid contract prices will be extended and guaranteed to FSA, and any unit of government, political subdivision, or agency of the State of Florida, including counties; and

WHEREAS, FSA entered into an agreement with the Contractor on October 3, 2023, for the purchase of equipment on a “no trade-in basis,” with a contract term ending on September 30, 2025, through contract number FSA23-EQU21.0 (the “Contract”), which is attached hereto as **Exhibit A**; and

WHEREAS, Section 3.05 of the Contract provides that the Contract may be extended for up to two additional years, on a year-to-year basis; and

WHEREAS, on May 5, 2025, FSA extended the contract term through September 30, 2026, and modified the contract number to reflect FSA23-EQU21.1, as reflected in **Composite Exhibit B**; and

WHEREAS, County and the State of Florida Department of Transportation entered into the U.S.C. Section 5339 Capital Assistance Public Transit Grant Agreement #G3O12, acquisition for shop equipment, a true and accurate copy of which is attached as **Exhibit C** (the “Grant Agreement”); and

WHEREAS, the Grant Agreement requires the County to procure commodities in compliance with section 287.057 of the Florida Statutes; and

WHEREAS, cooperative purchasing or procurement includes the “piggyback” method, which allows a governmental entity to purchase goods or services under the same terms and conditions of a contract competitively procured and awarded by another governmental entity, provided the solicitation and resulting contract authorize such use and the awarded vendor agrees; and,

WHEREAS, when determined to be in its best interest and pursuant to Section 2-200 of the Levy County Code of Ordinances, the County has the legal authority to piggyback onto such a contract for the same or similar goods or services; and

WHEREAS, the County piggybacked off of the Contract to enter into an agreement with Contractor using the funds disbursed to the County pursuant to the Grant Agreement, as permitted by the Solicitation, Florida law, and the County’s procurement procedures, which piggyback agreement is attached hereto as **Exhibit D** (the “Original Piggyback Agreement”); and

WHEREAS, the County desires to piggyback off of the Original Piggyback Agreement for the same or similar purchase of a Toyota Class V Model 5000 lb. Internal Combustion Forklift; 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 provide goods to the County pursuant to the terms of the Original Piggyback Agreement and the 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 Piggyback Agreement and the 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 Contract and the Original Piggyback Agreement 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 Contract and the Original Piggyback Agreement, 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 Contract and the Original Piggyback Agreement.

3. Pursuant to Chapter 119.0701, Florida Statutes, 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. **Florida Contractor Requirements.** The following provisions are included in the Agreement:

- a) **Unauthorized Aliens.** The County shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by Contractor or any subcontractor cause for termination of this Agreement.
- b) **Employment Verification.** This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Agreement, Contractor hereby certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor and hereby acknowledges the responsibilities and obligations of both the Contractor and the County under Section 448.095(5), Florida Statutes, which includes without limitation the right of the County to unilaterally and immediately terminate this Contract for Contractor's failure to comply with such provision of Florida Law and to thereafter impose upon Contractor any additional costs incurred by the County as a result of such termination.
- c) **Scrutinized Companies List.** By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, the County may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that Contractor has submitted a false certification, the County will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount

of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid, submit a proposal for, or enter into or renew a contract with the County or a Florida agency or local governmental entity for three years after the date of the County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

- d) **Interests in Foreign Countries.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that the County may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.
- e) **Public Entity Crime.** Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by the County.
- f) **Human Trafficking Attestation.** In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Exhibit E** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the County or any of its direct support organizations (the "Governmental Entity").
- g) **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to the County prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, the County may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.

5. 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:

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

7. 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.

8. 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.

9. 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.

LEVY COUNTY

By: The Board of County Commissioners for
Levy County

By: _____

Tim Hodge
Chairman of the Board

Date: _____

ATTEST:

By: _____

Matt Brooks
County Comptroller, as Clerk of the
Board of County Commissioners

Date: _____

Approved as to form:

By: _____
County Attorney

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____