

**PIGGYBACK AGREEMENT FOR GRANT WRITING AND
GRANT ADMINISTRATIVE SERVICES**

This Agreement is made on this _____ day of _____, 2026 (the “Effective Date”), by and between the **City of Madeira Beach**, a Florida municipal corporation (the “City”) and **GrantWorks, Inc.**, a Texas corporation authorized to conduct business in Florida (the “Contractor”), collectively referred to as the “Parties.”

WHEREAS, the City requires grant writing and grant administrative services on an as-needed basis (the “Services”); and

WHEREAS, in January 2025, the Board of County Commissioners of Lake County, Florida (“Lake County”) issued Request for Statement of Qualifications #25-518 (the “RSQ”) for the purpose of receiving qualifications from firms and/or individuals qualified to provide grant writing and grant administrative services as further described in the RSQ; and

WHEREAS, on June 24th 2025, the Contractor and Lake County entered into a non-exclusive Services Agreement for grant writing and grant administrative services on an as-needed basis (the “Lake County Contract”), wherein the Contractor agreed to provide the Services for Lake County in accordance with the terms and conditions described in the Lake County Contract; and

WHEREAS, Chapter 2, Article V, Purchase and Contracts, §2-193(3)(a.) of the Madeira Beach Code of Ordinances authorizes the City to use state, county, district or other municipal agreements for piggybacking, in lieu of using the competitive solicitation process, as long as the contract upon which the City seeks to piggyback contains language which authorizes subsequent parties to piggyback on it and must be for the same prices and material conditions as are contained in the original contract; and

WHEREAS, Exhibit “C”, General Terms and Conditions, attached to the RSQ, specifically the paragraph titled “Other Agencies” on page 5 of Exhibit “C”, authorizes the City to piggyback on the Lake County Contract with the Contractor’s consent, and the terms and conditions of the Lake County Contract shall apply to the Services provided by Contractor to the City; and

WHEREAS, the City’s legal counsel has analyzed the RSQ process used by Lake County and has determined that it was conducted in compliance with City’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to the City’s Code of Ordinances; and

WHEREAS, the City desires to piggyback onto the Lake County Contract for the purposes of receiving the same Services from Contractor as are being provided to Lake County under the Lake County Contract.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to City, and provide to City as requested, the same Services as are available and provided to Lake County in accordance with the terms and conditions of the Lake County Contract, at the prices specified therein.
2. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in the Lake County Contract and RSQ, both are attached hereto as **Exhibit “A”**.
3. Unit Pricing. The Contractor’s Services shall be provided at the same unit prices as are set forth in the Lake County Contract.

4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to Lake County in the Lake County Contract. The Parties understand that any other contracting services City may wish to acquire outside of the Scope may or may not be acquired from Contractor and will be acquired in accordance with applicable law and City's procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RSQ (inclusive of any addenda issued thereunder), and (ii) the Lake County Contract (including any amendments and extensions related thereto as of the Effective Date of this Agreement). Notwithstanding any term in the Lake County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the two above-listed documents, the Lake County Contract shall prevail first and followed by the RSQ.
6. Term and Termination of the Agreement. The initial Term of this Agreement shall commence on the Effective Date, shall have a Termination Date of **June 23rd 2028**, as set forth in §1 of the Lake County Contract # 25-518A Modification Number One dated June 24, 2025. This Agreement may be terminated by either Party for any or no reason by providing the other at least twenty (20) days written notice of termination. Termination for cause or due to unavailability of City funds shall be in accordance with the Lake County Contract. Upon termination, the City shall compensate Contractor for all Services performed through the effective date of termination, including work in progress authorized by the City.
7. Staff Title References. To the extent the Lake County Contract refers to Project Manager, Project Administrator, or certain other officials or employees authorized to act under the Lake County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the City Manager, or her/his designee.
8. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
 - (a) Keep and maintain public records required by the City to perform the services provided hereunder.
 - (b) Upon request from the City's custodian of public records, provide the City 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City 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

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

If the Contractor fails to comply with the requirements in this section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727.391.9951 x231 or x232), E-MAIL: cvanblargan@madeirabeachfl.gov , OR MAIL (CITY OF MADEIRA BEACH, OFFICE OF THE CITY CLERK, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.

9. Trade Secret Information. Notwithstanding any provision of this Agreement to the contrary, trade secrets and confidential business information exempt from disclosure under Chapter 119, Florida Statutes, shall remain protected from disclosure to the fullest extent permitted by Florida law. Contractor shall clearly identify information claimed to constitute trade secrets and provide the legal basis for such designation in writing to the City.
10. Notices. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

City: City of Madeira Beach
Attn: City Manager
300 Municipal Drive
Madeira Beach, FL 33708

Contractor: GrantWorks, Inc.
Attn: Bruce Spitzengel
Chairman of the Board/ CEO
2201 Northland Drive
Austin, TX 78756

11. Representations; Warranties.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

12. Miscellaneous.

- a. **Merger.** This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. **No Waiver.** No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. **Assignment; Subcontracting.** The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the City will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Contractor may utilize subcontractors and consultants in support of the Services provided under this Agreement, provided Contractor remains fully responsible for all work performed and compliance with the terms of this Agreement. Contractor shall not assign the Agreement without the City's prior written consent. .
- d. **Governing Law; Venue.** The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Pinellas County, Florida. Venue shall lie exclusively in Pinellas County.
- e. **Attorney Fees.** In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. **Compliance With Laws; Non-Discrimination.** The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to City.
- g. **Licenses.** The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.
- h. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including acts of God, hurricanes, floods, pandemics, governmental actions, labor disputes, utility failures, cyber incidents, or other force majeure events. The affected Party shall provide prompt notice and resume performance as soon as reasonably practicable.

- i. **Ownership of Intellectual Property.** Contractor retains ownership of all pre-existing intellectual property, methodologies, templates, software, processes, know-how, and proprietary materials used in performing the Services. Deliverables prepared specifically for the City shall be available for the City's internal governmental use, but no transfer of Contractor intellectual property is intended, absent a separate written agreement.
- j. **Severability.** In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- k. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- l. **Liability and Insurance.** In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, and in light of the fact that at least some of the Scope of Services may be provided locally within the City with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the RSQ and Lake County Contract. Proof of such insurance coverages will be provided to the City upon request.
- m. **Indemnification and Preservation of Immunity.** To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify and hold harmless, each City Indemnified Party (defined as the City, and its elected officials, officers, employees, attorneys and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising solely to the extent caused by negligent actions, errors, or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the Services for the City. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes §768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law. Except for claims arising from Contractor's gross negligence, willful misconduct, or indemnification obligations expressly set forth herein for third-party claims, Contractor's aggregate liability to the City directly arising out of or relating to this Agreement shall not exceed the total compensation paid to Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

- n. **Immigration Compliance; E-Verify.** Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of §274A(e) of the Federal

Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subcontractors authorized by the City.

Pursuant to Florida Statutes §448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes §448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this Agreement. Pursuant to Florida Statutes §448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

- o. **Personal Identifying Information.** Pursuant to Florida Statutes §287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.
- p. **Social, Political and Ideological Interests.** Pursuant to Florida Statutes §287.05701(3), Contractor is notified that the City will not request documentation of or consider Contractor's social, political, or ideological interests when determining if the Contractor is a responsible contractor, nor will it give preference to Contractor based on the Contractor's social, political, or ideological interests.
- q. **Diversity/Equity/Inclusion Certification.** Pursuant to Florida Statutes §166.04971, the City is prohibited from funding the promotion of diversity, equity, and inclusion initiatives. Pursuant to Florida Statutes §287.139, Contractor shall certify to City prior to executing this Agreement that the funds paid to Contractor will not be used to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined in Florida Statutes § 166.04971.
- r. **No Third-Party Beneficiary.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- s. **Amendments.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

- t. **Execution; Authority to Execute.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Madeira Beach

GrantWorks, Inc.

By: _____

By: Katie Smith

Print Name: _____

Print Name: Katie Smith

Title: _____

Title: VP, Grant Solutions and Strategies

ATTEST:

Approved as to form and correctness

By: _____
Clara VanBlargan, City Clerk

By: _____
City Attorney