

PIGGYBACK AGREEMENT FOR WASTE COLLECTION TRUCK LEASES

This Agreement is made on the ___ day of March, 2025 (the “Effective Date”), by and between the **City of Madeira Beach**, a Florida municipal corporation (the “City”) and **RDK Assets, Inc., d/b/a RDK Truck Sales**, a Florida corporation (the “Vendor”), collectively referred to as the “Parties.”

WHEREAS, the City has determined that it requires a third-party vendor to provide long-term waste collection truck leases for its waste collection services; and

WHEREAS, Polk County, a political subdivision of the State of Florida (“County”) issued a Request for Proposal #24-124 (the “RFP”) for the purpose of receiving bids to retain the services of a third-party vendor to provide long-term waste collection truck leases for its Waste & Recycling Division, as further described in the RFP (the “Services”); and

WHEREAS, the Vendor responded to the RFP and County subsequently selected the Vendor as a responsive, responsible bidder; and

WHEREAS, on March 5, 2024, the Vendor and County entered into a contract (the “County Contract”) wherein the Vendor agreed to perform the Services for the County in accordance with the terms and conditions described therein; and

WHEREAS, § 2-193 of the City of Madeira Beach Code of Ordinances authorizes the City to accept, in lieu of soliciting competitive proposals as otherwise required by Florida Statutes § 255.20, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the County’s, and the value of the Services does not require a new solicitation; and

WHEREAS, the City desires to piggyback onto the County Contract for the purposes of receiving the same Services from Vendor as are being provided to County under the County Contract; and

WHEREAS, the City’s Public Works Director has obtained confirmation from an authorized representative of the Vendor that the Vendor consents to the formation of this contractual relationship by way of City’s piggybacking onto the County Contract under the terms provided for herein.

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 and Tasks. The Vendor shall make available to City, and provide to City as requested, the same Services and Tasks as are available and provided to County in accordance with the terms and conditions of the County Contract, at the terms specified therein. All references to the “County” or “Lessee” in the County Contract shall, for purposes of this Agreement, mean City.
2. Unit Pricing. The Vendor’s Services and Tasks shall be provided on the same terms as are set forth in its Bid.
3. Services and Tasks Provided. The Vendor shall provide those Services and perform those Tasks as set forth in the Scope of Services in the County Contract, and in the manner set forth by the City for each service or task requested, as may be issued by the City from time to time during the Term of this Agreement. To the extent the City has an initial service or task ready, it shall be set forth in **Attachment “A”** to this Agreement.
4. Additional Services and Tasks. This Agreement is only for the provision of those Services and Tasks provided by or made available by Vendor to County in the County Contract. The Parties understand that any other services or tasks the City may wish to acquire may or may not be acquired from Vendor, 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 RFP (including all issued addenda), (ii) the Vendor's Bid (including all unit cost and other exhibits), and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the 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 three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Vendor's Bid.
6. Term of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **December 31, 2032** (the end of the County Contract).
7. Staff Title References and Language Substitutes. To the extent the County Contract refers in various places to County, Lessee or similar person, the Parties agree that for purposes of this Agreement, references to these officials or employees shall mean the City Manager of the City of Madeira Beach, or her/his designee.
8. The following terms in the County Contract are revised or supplemented as follows:
 - a. Paragraph 18(c) shall be revised to read:

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MADEIRA BEACH
OFFICE OF THE CITY CLERK
300 MUNICIPAL DRIVE
MADEIRA BEACH, FL 33708
TELEPHONE: (727) 391-9951
E-MAIL cvanblargan@madeirabeachfl.gov**

- b. The address of the City in paragraph 21.0 shall be revised to read:

For City: City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708
Attention: Robin Gomez, City Manager

- c. In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the City, independently, exercises its own termination rights.

9. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

City:

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

Vendor:

RDK Assets, Inc. d/b/a RDK Truck Sales
Attn: Joanie Beckwith
3214 Adamo Drive
Tampa, FL 33605

10. Representations; Warranties; Fee Disclosure.

- 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.

11. Miscellaneous.

- a. 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 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. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Vendor without the express written consent of the City. The City shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Vendor. Any assignment of this Agreement made by the Vendor without the express written consent of the City shall be null and void and shall be grounds for the County to declare a default of this Agreement.
- d. 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.
- e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of 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. The Vendor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Vendor's officers, employees, agents, or subcontractors, or the delivery of the Vendor's Services or Tasks to City.
- g. 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.
- h. 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.
- i. This Agreement only provides rights and remedies for the City and Vendor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Vendor is not eligible to enter into, or renew, this Agreement if:
 - (i) The Vendor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
 - (ii) The Vendor engages in business operations in Cuba or Syria; or
 - (iii) The Vendor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Vendor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Vendor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Vendor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Vendor has submitted a false certification or that Vendor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Vendor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Vendor.

- k. Immigration Compliance; E-Verify. Vendor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, 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 Vendor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration

and Employment Act. The Vendor 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(2), Vendor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Pursuant to Florida Statutes § 448.095(5), Vendor's contract with City cannot be renewed unless, at the time of renewal, Vendor certifies in writing to the City that it has registered with and uses the E-Verify system. If Vendor enters into a contract with a subcontractor to perform Services or Tasks under this Agreement, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Vendor shall maintain a copy of such affidavit for the duration of the contract. If Vendor 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) Vendor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Vendor 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 contract. 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.

1. 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.

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

CITY OF MADEIRA BEACH
a Florida municipal corporation

ATTEST:

Clara VanBlargan, City Clerk

By: _____
Anne-Marie Brooks
Mayor

APPROVED AS TO FORM:

Thomas J. Trask, B.C.S., City Attorney

RDK ASSETS, INC.
d/b/a RDK Truck Sales

By: _____
Richard Kemner
Vice President