

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SOFTWARE AND SERVICES  
BID BY ANOTHER GOVERNMENTAL ENTITY**

This Piggyback Agreement (Agreement) is entered into by and between the City of Haines City, Florida, a Florida municipal corporation whose address is 620 East Main Street, Haines City, Florida 33844, hereinafter referred to the “City”, AND Truleo, Inc., a Delaware corporation whose mailing address is 1 E. Erie Street, Suite 525-2246, Chicago, IL 60611, hereinafter referred to as the “Contractor.”

**RECITALS**

**WHEREAS**, the City of Atwater, CA entered into a purchasing agreement with the Contractor on June 1, 2022, to provide Body-Worn Camera (BWC) Automated Audio Analytics Software (the “Purchasing Agreement”); and

**WHEREAS**, the City upon the passing of a resolution adopted by its City Commission has the legal authority to piggyback onto a Purchasing Agreement procured in accordance with Chapter 287.057 Florida Statutes, when seeking to utilize the same or similar services provided in said agreement; and

**WHEREAS**, the City desires to piggyback onto the above referenced Purchasing Agreement between the Contractor and the City of Atwater, Atwater, CA for Body-Worn Camera (BWC) Automated Audio Analytics Software of the same or similar software.

**WHEREAS**, in addition to the Purchasing Agreement qualifying as a piggyback agreement, the proposed Agreement with the Contractor constitutes a single source purchase in accordance with Section 287.057(3)(c), Florida Statutes, and a Sole Source purchase pursuant to Section E(8) of the City's Purchasing Policy.

**NOW THEREFORE** having found it to be in the public interest, the parties agree as follows:

1. The above listed recitals are true and correct and are incorporated herein by reference.
2. The Contractor affirms and ratifies the terms and conditions of the above Purchasing Agreement with the City of Atwater, CA and agrees to provide the software as set forth therein for the City until the work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Agreement, the term "City of Haines City, FL" shall be substituted for the term "City of Haines City, Florida" throughout the Contract Documents.
3. The City agrees to provide the software of the Contractor in a manner and upon the terms and conditions as set forth in the Purchasing Agreement with the City of Atwater, CA.
4. The Contractor and the Cooperative agree to modify the Purchasing Agreement between the Contractor and the City as follows:

a. Public Records Requirement.

CONTRACTOR understands that the public shall have access, at all reasonable times, to documents and information pertaining to the City, subject to the provisions of Florida Statutes Chapter 119; and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City. CONTRACTOR agrees to retain all public records in accordance with the City's records retention and disposal policies per the State of Florida Administrative Code Rule; 1B-24.003 and Florida Statutes 119.021(2)(a).

b. Dispute Resolution.

Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Central Florida Mediation Group, LLC shall be selected by striking names from the mediators in that Group. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

c. Notices.

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

CITY:

City Manager  
620 East Main Street  
Haines City, FL 33844

CONTRACTOR:

Truelo, Inc.  
1 E. Erie Street, Suite 525-2246  
Chicago, IL 60611

Attn: \_\_\_\_\_

d. Contract Coordinator.

The City's Contractor Coordinator during the performance of services pursuant to this Agreement shall be the City's Police Chief or his designee, telephone number, (863) 421-3636.

e. Appendix E -Insurance

Appendix E of the Agreement shall state as follows:

"Truleo shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage commensurate with Florida law as follows:

Workers' Compensation Insurance and Employers Liability Insurance in an amount not less than \$1,000,000 per occurrence.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability (if applicable), in an amount not less than \$2,000,000 per occurrence, \$4,000,000 annual aggregate, written on an on an occurrence form.

Automobile Liability Coverage including-as applicable-owned, non-owned, and hired autos, in an amount not less than \$ I,000,000, combined single limit.

Professional Liability Insurance, inclusive of Cyber liability, in an amount not less than \$2,000,000 per occurrence, and Truleo shall maintain such coverage for at least one (1) year from termination of this Agreement."

e. The terms, covenants and conditions set forth in the agreement between the Contractor and the City not specifically amended herein, will continue in existence, and are hereby ratified, approved, and confirmed, and will remain binding upon the parties hereto.

g. The City of Atwater, CA executed Purchasing Agreement is attached in Exhibit A.

h. This Agreement shall become effective on the later of the dates following the parties' signatures below.

**IN WITNESS WHEREOF**, the Parties hereto have affixed their hands and seals as of the date and year first above written.

[Remainder of page intentionally blank]

**CITY OF HAINES CITY, FLORIDA,  
a Municipal Corporation**

ATTEST:

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_, Interim City Clerk

\_\_\_\_\_  
Jayne Hall, Vice Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Fred Reilly, City Attorney

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of November, 2022, by Jayne Hall on behalf of the City of Haines City, a Florida municipal corporation. They are personally known to me and did not take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_

\_\_\_\_\_  
Name Typed or Print

Signed in the presence of:

**TRULEO, INC., a Delaware corporation**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

[CORPORATE SEAL]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of Truleo, Inc., a Delaware corporation. He/She is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification and [ ] did/[ ] did not take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.