

**AGREEMENT TO PIGGYBACK A CONTRACT FOR 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 USSI, LLC, a Florida limited liability company whose mailing address is 752 Commerce Drive, Suite 15, Venice, FL 34292, hereinafter referred to as the “Contractor.”

RECITALS

WHEREAS, the Toho Water Authority entered into an Agreement with the Contractor on or about July 2, 2015, to provide In-flow Abatement Services (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 Toho Water Authority for In-flow Abatement Services of the same or similar equipment.

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 Toho Water Authority and agrees to provide the In-flow Abatement Services as set forth therein for the City. 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 utilize the In-flow Abatement Services of the Contractor in a manner and upon the terms and conditions as set forth in the Purchasing Agreement with the Toho Water Authority.
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:

USSI, LLC
752 Commerce Drive, Suite 15
Venice, FL 34292
Attn: _____

d. Contract Coordinator.

The City's Contractor Coordinator during the performance of this Agreement shall be the City's Public Infrastructure Director or his designee, telephone number, (863) 421-3600.

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 Toho Water Authority 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.

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

ATTEST:

APPROVED:

_____, Interim City Clerk

Anne Huffman, Mayor

APPROVED AS TO FORM AND LEGALITY:

Fred Reilly, City Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____nd day of _____, 2022, by Anne Huffman and _____ 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

[Remainder of page intentionally blank]

Signed in the presence of:

USSI, LLC, a Florida limited liability company

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 USSI, LLC, a Florida limited liability company. 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.