



## PIGGYBACK CONTRACT

**The City of Fort Pierce** (“City”) enters this Piggyback Contract with **Excelsior Defense, Inc.** (“Vendor”), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City’s Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term “Piggyback” refers to City purchases made under the allowance in the City’s Purchasing Policies.
2. The Parties agree that the Vendor has entered a competitively bid and awarded contract with the **Fort Pierce Utilities Authority (“FPUA”)**, said contract being identified as: Security Guard Services, Bid No. 18-41, attached hereto as Exhibit “A.”
3. The Parties agree that, on July 21, 2020, FPUA and Vendor amended the contract for security guard services, allowing additional security guards to be requested and increasing the total price of the contract, titled “Amendment Number 1” and attached hereto as Exhibit “B”.
4. The Parties agree that, on October 19, 2021, FPUA and Vendor amended the contract for security guard services, increasing the total price of the contract and extending the renewal terms, titled “Amendment Number 2” and attached hereto as Exhibit “C”.
5. The Parties agree that, on May 23, 2023, FPUA and Vendor amended the contract for security guard services, increasing the total price of the contract and extending the renewal term, titled “Amendment Number 3” and attached hereto as Exhibit “D”.
6. The Parties agree that, on March 15, 2024, FPUA and Vendor agreed to renew the contract for security guard services, extending the contract term until May 31, 2025, documented in Exhibit “E”.
7. The original government contract and all amendments or renewals are incorporated here by reference, and are attached as Exhibit “A”, Exhibit “B”, Exhibit “C”, “Exhibit “D” and Exhibit “E” to this contract. The terms and conditions of original government contract and all amendments shall be fully binding upon the City and the Vendor.
8. Notwithstanding the requirement that the original government contract and all amendments are fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the

original government contract as applied to this contract between the Vendor and the City, as follows:

- a) Time Period (“Term”) of agreement: **No Change**
- b) Insurance Requirements: **No Change**
- c) Any other provisions that will be modified: **No Change**
- d) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in Exhibit “A”, the Vendor agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida  
Attention: Finance  
100 N. U.S. Hwy 1, Fort Pierce, FL 34954  
Telephone: (772) 467-3000  
Email: [dfaniel@cityoffortpierce.com](mailto:dfaniel@cityoffortpierce.com)

- e) The City’s Project Manager and associated contact information is listed below:

Name: Devoshay Johnson  
Title: Deputy City Manager  
Address: 100 N U.S. Hwy 1, Fort Pierce, FL 34950  
Telephone: 772-467-3135  
Email: [djohnson@cityoffortpierce.com](mailto:djohnson@cityoffortpierce.com)

- 9. Notwithstanding anything in Exhibits “A”, “B”, “C”, “D”, and “E” to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.
- 10. Notwithstanding any other provision in Exhibits “A”, “B”, “C”, “D”, and “E” to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- 11. All other provisions in the original government contract (Exhibit “A”) and all amendments (Exhibits “B”, “C”, “D”, and “E”) are fully binding on the parties, and will represent the agreement between the City and Vendor.
- 12. At all times, Vendor shall comply with Florida’s public records laws. Vendor shall abide by all

public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law; (3) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF VENDOR 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 CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@CITYOFFORTPIERCE.COM](mailto:PUBLICRECORDS@CITYOFFORTPIERCE.COM) OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.**

13. Nothing contained in Exhibits "A", "B", "C", "D", and "E", or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
14. All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Vendor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Vendor, Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

15. Exhibit "F" to this contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(13).

Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**EXCELSIOR DEFENSE INCORPORATED:**

**CITY OF FORT PIERCE:**

By: Kristin Wilson

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

Title: PRESIDENT

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

Date: 1/31/25

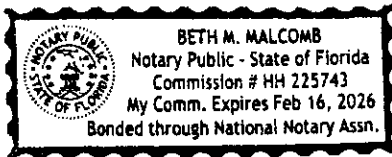
Date: \_\_\_\_\_

Attested by: Beth M Malcomb

Attested by: \_\_\_\_\_

Name: Beth M Malcomb

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



**Approved as to Form and Correctness:**

\_\_\_\_\_  
**Sara Hedges, City Attorney**

- Exhibit A – Original Government Contract (FPUA)**
- Exhibit B – Amendment 1**
- Exhibit C – Amendment 2**
- Exhibit D – Amendment 3**
- Exhibit E – Contract Extension Letter (dated 03/15/2024)**
- Exhibit F – Affidavit Regarding the Use Coercion**

**EXHIBIT "A"**

**FORT PIERCE UTILITIES AUTHORITY CONTRACT  
BID NO. 18-41**

**EXHIBIT "B"**

**AMENDMENT NO. 1**

**EXHIBIT "C"**

**AMENDMENT NO. 2**

**EXHIBIT “D”**

**AMENDMENT NO. 3**

**EXHIBIT “E”**

**FORT PIERCE UTILITIES AUTHORITY  
CONTRACT EXTENSION LETTER**

**EXHIBIT "F"**

**AFFIDAVIT REGARDING THE USE COERCION  
FOR LABOR OR SERVICES**