

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Playmore West, Inc. Fort Myers, FL.** (hereafter referred to as the "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 Policy.
2. The parties agree that the Vendor has entered a contract with **School District of Manatee County**, said contract being identified as: **School District of Manatee County Contract No. 26-0041 - MR**, (said original contract being referred to as the "original government contract").
3. The original government contract is incorporated here by reference and is attached as Exhibit "A" to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.
4. Notwithstanding the requirement that the original government contract is 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 of Fort Pierce, as follows:
 - a) Time Period ("Term") of agreement: **From the date of the entry of this Agreement through August 31, 2030**
 - b) Insurance Requirements: **See Exhibit "D"**
 - c) Any other provisions that will be modified: **See paragraphs 5-19**
Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in **Exhibit "A"**, the Vendor agrees to send notices, invoices 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

City of Fort Pierce
Attn: City Manager
100 N US Hwy 1
Fort Pierce, FL 34950

With a copy to:
City of Fort Pierce
Attn: City Attorney

100 N US Hwy 1
Fort Pierce, FL 34950

- d) The City's Project Manager and associated contact information is listed below:
- Name: Donnella Clark
Title: Grants Division Manager
Address: 100 N US Highway 1, Fort Pierce, FL 34950
Telephone: 772-467-3168
Email: dclarke@cityoffortpierce.com
5. Notwithstanding anything in **Exhibit "A"** 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.
6. Notwithstanding any other provision in **Exhibit "A"** 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.
7. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to Manatee County School Board and as user or buyer of the Vendor's goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in **Exhibit "A"** of this Agreement. The Parties' Agreement shall consist of these terms and conditions and **Exhibit "A"** (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then **Exhibit "A"**.

8. 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor 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 VENDOR'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 OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

9. Nothing contained in **Exhibit "A"**, **Exhibit "B"**, 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.
10. 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.

11. **Exhibit "C"** to this Piggyback 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(14).
12. Vendor shall, at all times hereafter, indemnify, defend, and hold harmless the City, its Board, members, officials, officers, directors, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorney's fees, arising out of the negligent or wrongful act or omission of Vendor, its officers, agents, employees, servants, independent contractors or subcontractors.
13. City shall not be liable for and Vendor agrees to indemnify City against any liability resulting from injury or illness, of any kind whatsoever, to Vendor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
14. City shall not in any respect indemnify, defend, or hold harmless the Vendor.
15. All insurance requirements in **Exhibit "A"** shall be followed by the Vendor. Additionally, Vendor shall comply with all insurance requirements in **Exhibit "D"**.
16. Notwithstanding any other provision in **Exhibit "A"** to the contrary, the insurance, indemnification, and payment provisions as set forth in the original government contract shall survive the termination or expiration of this Agreement.

17. **EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY JURISDICTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
18. Vendor certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Vendor or any of its subcontractors are found to have submitted a false certification; or if Vendor or any of its subcontractors, are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

Vendor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, a list created pursuant to Section 215.479, Florida Statutes, related to scrutinized active business operations in Iran, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Vendor, or any of its subcontractors are found to have submitted a false certification; or if Vendor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, if Vendor or any of its subcontractors are placed on a list created pursuant to Section 215.479, Florida Statutes, related to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. Vendor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals. Vendor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Vendor shall immediately notify the City of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. Vendor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Vendor will advise the City immediately if it becomes aware of any violation of this statute.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Entered this _____ day of _____, 2026.

PLAYMORE WEST INC.

Daniel Fleske

By: _____

Title: COO

Date: June 30, 2026

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: *Carrie Ann Murkes*

Name: Carrie Ann Murkes

Attested by: _____

Name: _____

Approved as to Form and Correctness:

Sara Hedges, City Attorney

- Exhibit A – Original Government Contract
- Exhibit B – Scope of Work/Proposal
- Exhibit C – Affidavit Regarding Use of Coercion for Labor or Services
- Exhibit D – Insurance Requirements

EXHIBIT "A"

ORIGINAL GOVERNMENT CONTRACT

THE SCHOOL BOARD OF MANATEE COUNTY

PARK AND PLAYGROUND EQUIPMENT, SDMC NO. 26-0041-MR

EXHIBIT "B"
SCOPE OF WORK/PROPOSAL

EXHIBIT "C"
**AFFIDAVIT REGARDING USE OF COERCION FOR LABOR OR
SERVICES**



CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE OF COERCION
FOR LABOR SERVICES

Vendor name: Playmore West, Inc.

Authorized Representative's Name and Title: Daniel Flesher, COO

Address: 6300 Metro Plantation Rd

City: Ft. Myers State: FL Zip Code: 33966

Phone Number: 305-397-9840 Email Address: dannyf@playmoreonline.com

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [Signature] Daniel Flesher 6-30-26
 Authorized Signature Printed Name and Title Date

STATE OF FL
COUNTY OF Lee

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarization

this 30 day of June, 2026 by Daniel Flesher, who is

- personally known or
- produced identification (ID produced: _____).

Notary Public Signature: Carrie Ann Murkerson (Seal)

Print Name: Carrie Ann Murkerson

My Commission Expires: 04/30/2027

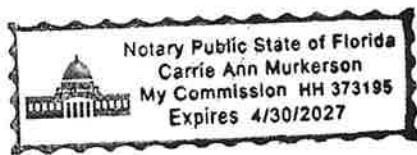


EXHIBIT "D"

NOTE: The requirements were taken from SDMC Contract and modified to align with COFP insurance requirements.

INSURANCE REQUIREMENTS

The Vendor shall furnish the City of Fort Pierce with proof of:

- (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
- (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence.
- (3)
 - a. Automobile Liability Insurance in an amount equal to or greater than \$1,000,000.00 per person.
 - b. Automobile Liability Insurance equal to or greater than \$1,000,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit.
- (4) Contractual Liability Insurance in an amount equal to or greater than \$1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the City of Fort Pierce.
- (5) Completed Operations Endorsement equal to or greater than \$1,000,000.00 per occurrence.
- (6) Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000.00 per occurrence.

General Conditions

The insurance provided by the Vendor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of and shall not contribute with the insurance provided by the Vendor. Except where prior written approval has been obtained hereunder, the insurance maintained by the Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Vendor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Vendor shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the Vendor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of the Vendor. Any remedy provided to the City by the insurance provided by the Vendor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Vendor) available to the City

under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Vendor shall relieve the Vendor from responsibility to provide insurance as required by this Contract. All Insurance policies provided by the Vendor shall be endorsed to provide the City with thirty (30) days written notice of cancellation.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce

Attn: Purchasing Department

P.O. Box 1480

Fort Pierce, FL 34954-1480

Additional Insured for Commercial General Liability

City of Fort Pierce and its members, officials, officers and employees.