

PIGGYBACK AGREEMENT

THIS PIGGYBACK AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2026 (“Effective Date”), between the City of Fort Pierce, Florida, a Florida municipal corporation (“City”), and Environmental Products Group, Inc., a Florida corporation, with its principal address at 700 Hermit Smith Rd., Apopka, FL 32703 (“Contractor”).

WHEREAS, Sourcewell, a State of Minnesota local government unit and service cooperative, issued a competitive solicitation resulting in the award of Master Agreement No. 010825-PII to Petersen Industries, Inc. ("Petersen") for bulk solid waste and recycling equipment;

WHEREAS, Sourcewell Master Agreement No. 010825-PII remains in effect and available for use by eligible governmental entities, including the City;

WHEREAS, the City's procurement policies permit the City to utilize competitively solicited cooperative purchasing contracts or “piggybacking” for goods or services from State of Florida or Federal GSA Contracts as well as contracts awarded by any state, county or municipal governments (and any other governmental agency or political subdivision), state colleges and universities, or national government agency, cooperative procurement organizations or procurement associations;

WHEREAS, Contractor is the sole authorized distributor of Petersen products and services within the region in which the City is located and is authorized to sell, deliver, service, and support products available under Sourcewell Master Agreement No. 010825-PII; and

WHEREAS, the City desires to purchase Petersen refuse collection vehicles and related equipment and parts through Contractor utilizing the pricing, terms, and conditions of Master Agreement No. 010825-PII as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Incorporation of Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
- 2. Contract Documents.** Except as otherwise set forth in this Agreement, the Sourcewell Master Agreement No. 010825, attached hereto as Exhibit A and hereinafter referred to as “Contract”) is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The terms and conditions of this Agreement and that of Exhibit A shall be fully binding on City and Contractor. The parties understand, acknowledge and agree that City shall be substituted for any reference to Sourcewell and as user or buyer of the Contractor’s goods and/or services provided that such reference does not increase City’s liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit A of this Agreement. By entering into this Agreement, Contractor agrees to be bound by the same terms and conditions of the Contract as Petersen.

3. **Equipment.** Contractor shall furnish the equipment with included warranties as set forth in Exhibit B in accordance with the terms of this Agreement and the Contract. Payments to Contractor under this Agreement shall not exceed the amount of compensation as set forth under the Contract.
4. **Amendment.** Notwithstanding the requirement that the Contract is fully binding on the parties, this Agreement hereby amends and supplements the terms of the Contract. In the event of a conflict between the terms of the Contract and the terms of this Agreement, the terms of this Agreement shall prevail.
5. **Term.** This Agreement shall be effective as of the Effective Date and continue through December 28, 2027.
6. **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:

City of Fort Pierce
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Contractor:

Environmental Products Group, Inc.
Attn: Pat Sullins, Territory Sales Manager -
Refuse
700 Hermit Smith Rd.
Apopka, FL 32703

With a Copy to:

City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Should City or Contractor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

7. **Public Records.** At all times, Contractor shall comply with Florida's public records laws. Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

8. **Sovereign Immunity; No Indemnity.** Nothing contained in Exhibit A, or this Agreement 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. City shall not in any respect indemnify, defend, or hold harmless the Contractor.
9. **E-Verify.** All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor 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 Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor 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>. Contractor 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 Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor 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.

10. Contractor Insurance, Indemnification, and Payment. Notwithstanding any other provision in Exhibit A to the contrary, the insurance, indemnification, and payment provisions as set forth in Contract shall survive the termination or expiration of this Agreement.

11. Human Trafficking. Contractor acknowledges and agrees, in Exhibit C, an affidavit made part of this Agreement, that Contractor does not use coercion for labor or services as attested to and signed by an officer or representative of Contractor in accordance with Florida Statute Section 787.06(14).

12. Scrutinized Companies. Contractor 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 Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor 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. Contractor 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 Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor 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 Contractor 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. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. Contractor 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. Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Contractor 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.

13. Public Entity Crimes. Contractor 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. Contractor will advise the City immediately if it becomes aware of any violation of this statute.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations and understandings.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

CITY OF FORT PIERCE:

Linda Cox, City Clerk


Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

ENVIRONMENTAL PRODUCTS GROUP, INC.:

By:  _____

Print: Patrick Sullins

Title: Territory Sales Manager

Today's Date: 7-1-26

EXHIBIT A

Sourcewell Master Agreement No.
010825-PII

EXHIBIT B

Equipment/Pricing/Warranties

Exhibit C

Human Trafficking Affidavit