

**PIGGYBACK AGREEMENT FOR SECURITY SYSTEM MAINTENANCE & SERVICE PLAN  
FOR TRAFFIC GATE ARMS BETWEEN SUMTER LANDING COMMUNITY DEVELOPMENT  
DISTRICT & INTEGRATED FIRE AND SECURITY SOLUTIONS  
PER SOURCEWELL CONTRACT #FL-R6-E03-111821-IFS**

**THIS AGREEMENT** is made this 6<sup>th</sup> day of September 2022 between **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT") whose address is 984 Old Mill Run, The Villages, Florida 32162 and **INTEGRATED FIRE AND SECURITY SOLUTIONS** (hereafter referred to as "CONTRACTOR or SUPPLIER"), whose address is 4615 Parkbreeze Ct. Orlando, FL 32808.

**RECITALS**

**WHEREAS**, the DISTRICT wishes to enter into an Agreement with a qualified SUPPLIER to provide security system maintenance & service plan for traffic gate arms for the DISTRICT; and

**WHEREAS**, SUPPLIER provides security system maintenance & service plan for traffic gate arms as requested by the DISTRICT, and wishes to enter into an Agreement whereby the SUPPLIER provides services for the DISTRICT in consideration of payments from DISTRICT to the SUPPLIER; and

**WHEREAS**, SUPPLIER was awarded Contract #FL-E03-111821-IFS with Sourcewell, (hereafter referred to as "Lead Public Agency") and the DISTRICT desires to piggyback the terms and conditions of Contract #FL-R6-E03-111821-IFS;

**WHEREAS**, SUPPLIER agrees to provide the Pricing Plan (Exhibit A) per Contract #FL-R6-E03-111821-IFS in order to enter into a Piggyback Agreement for security system maintenance & service plan for traffic gate arms with the DISTRICT;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. SUPPLIER must provide all personnel, equipment, tools, materials and labor for the DISTRICT per Piggyback of Contract #FL-R6-E03-111821-IFS; for Security System Maintenance & Service Plan for Traffic Gate Arms Agreement awarded by Lead Public Agency.
2. All work and labor shall be done in accordance with the same terms and conditions indicated in IFB #111821 and Contract #FL-R6-E03-111821-IFS as agreed upon by the SUPPLIER under said Agreement.
3. Pricing Plan: Based on Contract #FL-R6-E03-111821-IFS Pricing Plan SUPPLIER agrees to provide to DISTRICT price and payment terms (Exhibit A).

4. **AGREEMENT DOCUMENTS**

The Agreement Documents, which comprise the entire Agreement between DISTRICT and SUPPLIER and which are made part hereof by this reference, consist of the following:

- 5.1 Solicitation IFB #111821
- 5.2 Contract #FL-R6-E03-111821-IFS;
- 5.3 Pricing Plan (Exhibit A)
- 5.4 Project Proposal and Scope (Exhibit B)

**6. SERVICES BY SUPPLIER**

6.1 SUPPLIER, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and perform all work including goods and services as required per the terms and conditions outlined in IFB #111821 and entered into Contract #FL-R6-E03-111821-IFS of which SUPPLIER has in his possession and the terms and conditions are incorporated into this paragraph.

6.2 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.

**7. PAYMENT**

7.1 In consideration of the services provided by the SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the pricing plan agreed upon by SUPPLIER as provided for in Exhibit A to this Agreement.

7.2 Invoices shall be submitted via email to [accountspayable@districtgov.org](mailto:accountspayable@districtgov.org). Per Chapter 218.74(1), an invoice from the SUPPLIER shall be considered as received when it has been stamped as such at the DISTRICT. Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII. All applications for payment will be reviewed by the DISTRICT representative for Certification prior to payment.

**8. TERM**

8.1 The term of the DISTRICT Piggyback Agreement shall be September 6, 2022 through September 30, 2025 and from year to year thereafter until terminated.

8.2 The original parties (Lead Public Agency and SUPPLIER) reserve the right to agree to any change in price, terms or conditions which shall be accomplished by written amendment to the original contract. No amendment to this Piggyback Agreement shall be effective except those agreed to in writing by the DISTRICT and SUPPLIER.

**9. OTHER MATTERS**

9.1 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expense, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

9.2 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and Supplier does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.

9.3 SUPPLIER does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.

- 9.4 SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 9.5 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. SUPPLIER recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 9.6 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 9.7 ASSIGNMENT: This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.
- 9.8 NOTICE OF SALE OR MERGER: SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.
- 9.9 BREACH OF CONTRACT: The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

**10. Public Records Act/Chapter 119 Requirements:** The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

**IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT:**

**JENNIFER FARLOW, DISTRICT CLERK  
984 OLD MILL RUN, THE VILLAGES FL 32162  
PHONE: 352-751-3939  
EMAIL: [Jennifer.farlow@districtgov.org](mailto:Jennifer.farlow@districtgov.org)**

**IN WITNESS WHEREOF**, said DISTRICT has caused this contract to be executed in its name by the Chairman of the **SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **INTEGRATED FIRE AND SECURITY SOLUTIONS** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**SUMTER LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

**INTEGRATED FIRE AND SECURITY  
SOLUTIONS**

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

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

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

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

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest