



AGREEMENT FOR PIGGYBACK PURCHASE

THIS AGREEMENT FOR PIGGYBACK PURCHASE is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Cummins Inc., a Indiana corporation authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a purchase agreement with Sourcewell, Contract Number 092222-CMM, through their Solicitation No. RFP092222 on the 22nd day of September, 2022 for electrical energy power generation equipment ("Agreement"); and

WHEREAS, the Agreement is eligible for piggyback purchases; and

WHEREAS, the County desires to make purchases from the Vendor under the same terms and conditions of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

The County and the Vendor agree to be bound by the terms and conditions of the Agreement with respect to the County's purchases of electrical energy power generation equipment from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof except as provided below:

The provision stating "The substantive and procedural laws of the State of Minnesota law will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls,

Minnesota” in section 14, Governing Law, Jurisdiction, and Venue of the Sourcewell contract, which are incorporated into this Agreement, shall be superseded by:

“The substantive and procedural laws of the State of Florida law will govern this Contract. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.”

The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement for Piggyback Purchase as of the last date written below.

APPROVED as to Form for the Reliance of Lee County Only

BY: DocuSigned by: Amanda L. Swindle
EC9B5A5584DD473...
County Attorney's Office

DATE: 6/19/2023 | 10:06 AM EDT



ATTEST:

BY: DocuSigned by: Chris Jagodzinski
DEEAC59F1788449...
(Witness)
Deputy Clerk

6/21/2023 | 3:07 PM EDT
Date

CORPORATE SEAL:

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

BY: DocuSigned by: Brian Hamman
C95488F9BF0F428...
CHAIR

DATE: 6/21/2023 | 11:36 AM EDT

Cummins Inc.

BY: Stiven Smith Digitally signed by Stiven Smith
Date: 2023.06.06 16:34:38 -05'00'
Authorized Signature

Stiven Smith
Authorized Signature Printed Name

Sales Director, PG Commercial-Southern Zone
Authorized Signature Title

6.6.2023
Date