

PB230611DWJ  
Lawn and Maintenance Equipment Parts and Accessories  
The Toro Company

EI Contract # \_\_\_\_\_



**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 The Toro Company, a Delaware company 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 031121-TTC, through their Solicitation No. RFP031121 on the 29<sup>th</sup> day of April, 2021 for lawn and maintenance equipment parts and accessories ("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 lawn and maintenance equipment parts and accessories 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 "Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County of 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Governing Law Jurisdiction, and Venue of the Sourcewell contract, which are incorporated into this Agreement, shall be superseded by:

“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.

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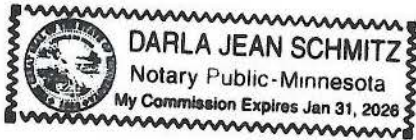
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: *Darla J Schmitz*  
Print Name: Darla J Schmitz

**The Toro Company**

Signed By: *Edric C Funk*  
Print Name: Edric Funk  
Title: Group Vice President  
Date: 11/1/2023



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

DocuSigned by:  
*Mike Greenwell*  
BY: AD51A9A2E8E943C...  
CHAIR

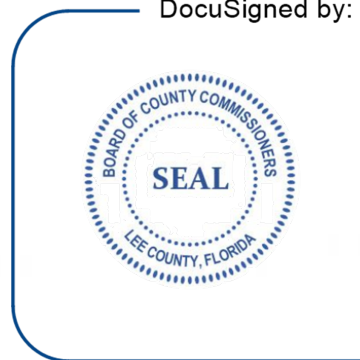
12/11/2023 | 11:55 AM EST

DATE: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

DocuSigned by:  
*Chris Jagodzinski*  
BY: DEFAC59E178B449  
DEPUTY CLERK

DocuSigned by:



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

DocuSigned by:  
*Robert Holborn*  
BY: 0709AF6D28494C8  
OFFICE OF THE COUNTY ATTORNEY