



## **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 Navistar, Inc., a Delaware 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 101520-NVS, through their Solicitation No. RFP101520 on the 15th day of December, 2020 for OEM automotive parts and supplies ("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 OEM automotive parts and supplies 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 or federal

court in Fergus Falls, Minnesota” in section 16, Governing Law, Jurisdiction, and Venue of the Sourcewell contract, which are incorporated into this Agreement, shall be superseded by: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.

[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.

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

APPROVED as to Form for the Reliance of Lee County Only

BY: [Signature]

County Attorney's Office

DATE: 12/17/2021

BY: [Signature]

CHAIR

Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commis  
District 2

DATE: 12-21-21

ATTEST:

[Signature]  
(Witness)

December 14, 2021

Date

Navistar, Inc.  
BY: [Signature]  
Authorized Signature

Friedrich Baumann

Authorized Signature Printed Name

EVP, Sales, Marketing & Aftersales

Authorized Signature Title

December 14, 2021

Date

CORPORATE SEAL:

