



### **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 Home Depot USA, 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 Contract with Maricopa County, Arizona, Contract Number 16154-RFP, through their Solicitation No. 16154-RFP on the 1st day of February 2017, for the purchase of Maintenance Repair and Operating Supplies and Services ("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 purchase of maintenance repair and operating supplies and services 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 item 6.34, stating "Governing Law: This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa

County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona” shall be replaced 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: [Signature]  
County Attorney's Office

DATE: 04-06-23

COUNTY: LEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]  
CHAIR

DATE: 4/6/23

Home Depot USA, Inc.

BY: [Signature]  
Authorized Signature

Richard Nyberg  
Authorized Signature Printed Name

Director Pro Contracts  
Authorized Signature Title

2/28/23  
Date

ATTEST:

[Signature]  
(Witness)

2/28/23  
Date

CORPORATE SEAL:

