



**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 Amerigas Propane, L.P., a Delaware limited partnership authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a contract with the School Board of Polk County, Contract Number 058-PGB-0618, through their Solicitation No. 058-PGB-0618 on the 1st day of July, 2018 for bulk liquified petroleum gas delivery (as amended to date, "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 bulk liquified petroleum gas delivery from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, except that the venue in Section 8 of the Agreement shall be disregarded and 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. In no event will the County be responsible for the performance of any other party identified as “PCPS,” “School Board,” or “District” under the Agreement either directly or in connection with another piggyback arrangement, nor will Vendor be responsible to the County for any obligations due by Vendor as “Contractor” or “Bidder” to any other party identified as “Buyer” under the Agreement either directly or in connection with another piggyback arrangement.

The effective date shall be September 1, 2023.

[The remainder of this page intentionally left blank.]

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

WITNESS:

**AMERIGAS PROPANE, L.P.**

By: AmeriGas Propane, GP, LLC, its general partner

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Signed By: Brian Grimm  
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DocuSigned by:  
Signed By: Chris Cook  
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Print Name: Brian Grimm

Print Name: Chris Cook

Title: Vice President

Date: 9/5/2023

**LEE COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

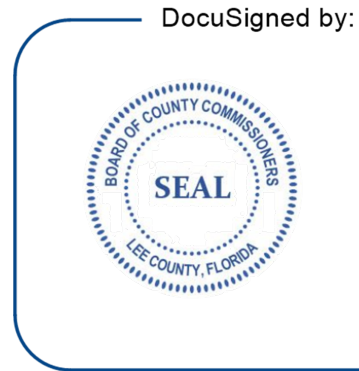
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**CHAIR**

DATE: 9/29/2023 | 3:52 PM EDT

ATTEST:  
CLERK OF THE CIRCUIT COURT

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



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

DocuSigned by:  
BY: Amanda L. Swindle  
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**OFFICE OF THE COUNTY ATTORNEY**