

PB260090WCD
Kelly Road Soccer Complex Parking Lot and Sports Field Lighting
Musco Sports Lighting, LLC

E1 Contract #N/A__



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 Musco Sports Lighting, LLC, an Iowa Limited Liability Company authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a cooperative purchasing contract with The Cooperative Council of Governments, Inc. and Equalis Group, Ltd., Contract Number COG-2166A, through their Solicitation No. RFP#COG-2166 on the 7 day of March, 2025 for Sports and Facility Lighting with Installation and Related Services & Solutions ("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 Musco sports facility lighting systems and installation from the Vendor during the term of the Agreement from the effective date and any renewals or extensions thereof, except that Florida law shall govern this Agreement including but not limited to Chapter 119, Florida Statutes, regarding sovereign immunity. The venue for all disputes will be in Lee County, Florida. The Vendor shall comply with the Affidavit of Compliance with Section 287.138 And 787.06, Florida Statutes, attached hereto and incorporated herein as Exhibit A.

This Agreement shall commence immediately upon the effective date and shall continue for a term of four (4) years, with an option to renew for an additional one (1) year period, upon mutual written

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

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

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

WITNESS:

MUSCO SPORTS LIGHTING, LLC

Signed By: 

Signed By: 

Print Name: James M. Hansen

Print Name: Shelly L. Herr

Title: President

Date: January 29, 2026

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed By: 
773513F34F2140B...

Print Name: Cecil Pendergrass

Title: County Commissioner- Chairman
DS

Date: 2/24/2026 | 3:53 PM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: 
7687653FFAF549B...

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

BY: 
EC0B5A5664DD473...
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A
AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06,
FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)**
Shelly L. Herr, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** President of **(Business Name)** Musco Sports Lighting, LLC which does business in the State of Florida, hereinafter called the "Vendor."
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

Shelly L Herr
(Signature)

January 29, 2026
(Date)

STATE OF IOWA

COUNTY OF MAHASKA

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 29th day of January 20 26,
by Shelly L. Herr who ~~has produced~~
is personally known to me. (Print or Type Name)

_____ as identification.
(Type of Identification)



Melinda K. Walter
Notary Public Signature

Melinda K. Walter
Printed Name of Notary Public

746584 / 04/24/2028
Notary Commission Number/Expiration