

PB260171KCW
Plastic Refuse and Recycling Containers with Related Technology Solutions
Toter, LLC

E1 Contract # __NA/PO__



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 Toter, LLC, 841 Meacham Road, Statesville, NC 28677, a North Carolina limited liability company, authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into a Master Agreement with Sourcewell, a Minnesota service cooperative, contract Number #120324-TOT, through their Solicitation No. RFP120324 on the 2nd day of April 2025 for Plastic Refuse and Recycling Containers with Related Technology 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 plastic refuse and recycling containers with related technology solutions 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 public records, and Section 768.28, Florida Statutes, regarding sovereign immunity. The venue for all disputes will be 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 date the effective date and shall continue until the expiration date of the Sourcewell Master Agreement, April 4, 2029, with an option to renew for up to three (3), additional, one (1) year periods, upon mutual written agreement of the County and the Vendor. The effective date shall be May 29, 2026.

[Remainder of this page intentionally left blank]

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:

TOTER, LLC

Signed By: *Tracey Barry*

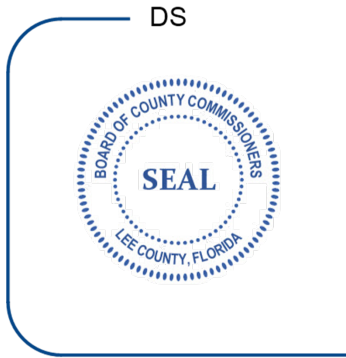
Signed By: *Laura P. Hubbard*

Print Name: Tracey Barry

Print Name: Laura P. Hubbard

Title: Director of Municipal Sales

Date: 3/31/2026



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed by: *Cecil Pendergrass*
773513F34F2140B...

Print Name: Cecil Pendergrass

Title: County Commissioner- Chairman

Date: 5/8/2026 | 1:18 AM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: *Kevin Karnes*
7687653FFAF549B...
Kevin C. Karnes

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

DocuSigned by: *Amanda L. Swindle*
EC9B5A5584DD473...

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) Laura P. Hubbard, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Director of Municipal Sales of (Business Name) Toter, 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.

(Signature)

March 31, 2026

(Date)

STATE OF North Carolina

COUNTY OF Iredell

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this 31st day of March 2026,
by Laura P. Hubbard who has produced

(Print or Type Name)

personally known to me as identification.
(Type of Identification)

Kellie K. Clark
Notary Public Signature

Kellie K. Clark
Printed Name of Notary Public

19962840026 / Expires 09/07/2030
Notary Commission Number/Expiration

Kellie K. Clark
NOTARY PUBLIC
Iredell County, North Carolina