

PB260195JAK
Johnson Controls Proprietary Fire Alarm Inspection and Services
Johnson Controls Fire Protection LP

E1 Contract # _____



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 Johnson Controls Fire Protection LP, a Delaware limited partnership authorized to do business in the State of Florida, hereinafter referred to as the "Vendor".

WHEREAS, the Vendor entered into an Cooperative Master Agreement with Sourcewell, Contract Number 121024-JHN, through their Solicitation No. RFP #121024 on the 11th day of May, 2025 for facility security systems, equipment, and software with related 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 County's purchases of Johnson Controls proprietary fire alarm inspection and services 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 effective date and shall continue until the expiration date of the Sourcewell contract, February 18, 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 April 23, 2026.

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.

[Remainder of this page left intentionally blank.]

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

WITNESS:

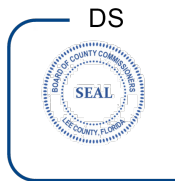
JOHNSON CONTROLS FIRE PROTECTION
LP

Signed By: *Karen S. Sayers*
Print Name: Karen S. Sayers

Signed By: *David Bayer*
Print Name: DAVID BAYER

Title: FIRE SERVICE MANAGER

Date: 4/9/2026



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

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

Print Name: Cecil Pendergrass

Title: County Commissioner- Chairman

Date: 8/6/2026 | 4:05 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

Signed by: *Andrea Eggen*
BY: 7EB7DBAGG6614A0...

DEPUTY CLERK

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

DocuSigned by: *Amanda L. Swindle*
BY: 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)

DAVID BAYER, who, after being first duly sworn,
deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) FIRE SERVICE MANAGER of (Business
Name)
JOHNSON CONTROLS FIRE PROTECTION LP 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.

David B

(Signature)

4/9/2026

(Date)

STATE OF FL

COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of April, 2026,
by David Bayer who has produced

(Print or Type Name)

Key as identification.
(Type of Identification)

Karen S. Sayers
Notary Public Signature

Karen S. Sayers
Printed Name of Notary Public

 KAREN S. SAYERS
Commission # HH 636913
Notary Public, State of Florida
Expires March 28, 2029