



The City of Coral Gables

Procurement Division

2800 S.W. 72ND AVENUE
MIAMI, FLORIDA 33155

PIGGYBACK APPROVAL FORM

Re: State of Florida Alternate Contract Source No. 43220000-NASPO-19-ACS - Data Communications Products and Services

Contract Expiration: September 30, 2024

Cisco Systems, Inc. hereby agrees to extend the same scope, pricing and terms and conditions and be contractually bound to the City of Coral Gables for the above referenced contract. To the extent that there is a conflict between the terms of this Piggyback Approval Form and the State of Florida Alternate Contract Source No. 43220000-NASPO-19-ACS - Data Communications Products and Services, the latter shall govern. Cisco Systems, Inc. agrees to comply with the following:

- 1) Furnish to the City of Coral Gables Risk Management Department, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the provision of the above referenced contract, as outlined below:

Exhibit A Section Q.ii:

7.2 General Liability Insurance

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations with limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate. This insurance must provide coverage for claims that arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract for liabilities that fall within Contractor's indemnity obligations under this Contract and that are covered by such insurance.

The Certificate Holder section of the Certificate of Insurance must read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 - CE
Duluth, GA 30096

Endorsement documents must be attached to the certificate of insurance evidenced to the City

- 2) Indemnify the City of Coral Gables according to the same provisions listed in the above referenced contract, as outlined below:

Exhibit A Section Q.iv:

7.5. Indemnification.

7.5.1 General Indemnity

Contractor shall defend, indemnify and hold harmless the Customer and the State of Florida, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors



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and assigns from and against any and all fines, claims, assessments, suits, judgments, losses, liabilities, damages, and expenses (including, without limitation, consequential, special, indirect, and punitive damages, including, court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), including without limitation, those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the acts or omissions of the Contractor or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the Customer's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the Contractor hereunder, the damages and expenses (including, without limitation, reasonable attorney's fees) shall be allocated or reallocated, as the case may be, between the Contractor and the Customer in such proportion as jointly determined by the Contractor and the Customer. Such determination of proportionality shall appropriately reflect the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the Contractor shall be proportionately reduced based upon the Customer and Contractor's joint agreement determining the proportion of damages and expenses to be reallocated.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. The foregoing indemnification obligations are conditioned upon the Customer promptly notifying the Contractor in writing of the claim, suit or proceeding for which the Contractor is obligated under this Section, cooperating with, assisting and providing information to, the Contractor as reasonably required, and granting the Contractor the right to defend or settle such claim, suit or proceeding.

7.5.2 Intellectual Property Indemnification

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, (including, without limitation, consequential, special, indirect, and punitive damages including court costs and attorney's fees, as any such damages are determined by a court of law or are set forth and agreed upon in a settlement agreement), arising from or related to an Intellectual Property Rights Claim ("IPR Claim") that any product or service supplied under this Agreement violates or infringes Third Party Intellectual Property Rights ("IPR"). Contractor's obligations to defend the IPR Claim and indemnify the Customer and the State of Florida, are conditional upon:

- Customer notifying Contractor promptly in writing of the IPR Claim or threat thereof;*
- Customer giving Contractor authority to defend and settle the IPR Claim and any subsequent appeal; and*
- Customer giving Contractor all information and assistance reasonably requested by Contractor in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.*

Third Party IPR as used within this section means a United States copyright existing as at the Effective Date or a United States patent issued as at the Effective Date.

If an IPR Claim has been made, or in Contractor's opinion is likely to be made, Contractor agrees, at Contractor's option and expense, either to: (a) procure for Customer the right to continue using the Product; or (b) replace or modify the Product so that there is no longer an infringement. In the event Contractor, using all available resources and best efforts, is unable to resolve the IPR claim and/or implement one of these two options, Contractor shall provide the Department and Customers with 10 business days advance written notice of Contractor's need to terminate both the Contractor's and Customer's respective rights and obligations under the



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Customer's agreement with regard to the product or service. Customer will promptly return the product to Contractor and or discontinue use of the service. Contractor will refund to Customer a prorated portion of the amount paid for the products or services for the remainder of the unexpired usage term. Notwithstanding the foregoing, Contractor has no obligation or liability for any IPR Claim arising from a Customer performing any of the following:

- *Combining, operating, or using a product or service supplied under this Agreement with any product, device, or software not supplied by Contractor which results in an IPR Claim issued for the Contractor provided product or service;*
- *Altering or modifying any product or service supplied under this Agreement which results in an IPR Claim issued for that product or service;*
- *Requiring Contractor comply with Customer's designs, specifications, requests, or instructions which results in an IPR Claim issued for that product or service; or*
- *Continuing to use the product or service as is after Contractor has notified Customer in writing of the requirement to implement modifications or changes capable of being made by the Customer in or to the product or service to avoid such an IPR Claim and failing to utilize the replacement product or service offered by Contractor; or*
- *Revenue generating activities or earnings made by Customer from services that it provides to external or internal customers that makes use of the product or services where such revenue generating activities results in the IPR claim issued for that product or service.*

This Section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of Customer, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights. The Customer and the Department, however, shall maintain all other rights and remedies available under this Contract and under state or federal law as may be applicable to an infringement or alleged infringement of any intellectual property or proprietary rights.

The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties.

3) Apply the State of FL Public Records Law, Chapter 119 as it relates to the City as outlined below:

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

4) Completion of Vendor Registration for the City of Coral Gables (if applicable).

Authorized Signature:  Cisco Systems, Inc. _____

Print Name: _____ Jenn Pate

Title: _____ Authorized Signatory



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Date: August 13, 2021

APPROVED BY LEGAL