

AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CISCO SYSTEMS, INC.  
FOR DATA COMMUNICATIONS PRODUCTS  
AND SERVICES 14-19

This Agreement is entered into by and between the Southwest Florida Water Management District ("District"), a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, and Cisco Systems, Inc. ("Contractor"), whose principal address is 170 West Tasman Drive, San Jose, California 95134, under the terms and conditions set forth in the Alternate Contract Source (ACS Number 43220000-WSCA-14-ACS) between the State of Florida, Department of Management Services and Contractor, effective June 1, 2014, ("State Contract"). All the terms and conditions, covenants and representations contained in the State Contract and any amendments thereto, including those applicable to state and local government entities, except as modified by this document, are hereby incorporated by reference and deemed to be a part of this Agreement as if fully set forth herein. The terms and conditions set forth below will supersede any inconsistent terms and conditions set forth in the State Contract and any amendments thereto.

1. Substituted Party. All references in the State Contract to the State shall extend, and be equally applicable, to the District for work performed hereunder for the District. Except for terms that conflict with those herein, both the District and Contractor agree to be equally bound by the State Contract as if it were fully and directly entered into between the District and Contractor.
2. Term. This Agreement shall be effective upon execution by both parties and shall expire on May 31, 2019.
3. Notices. Notices to the District will be sent to the attention of the District's project manager by U.S. mail, postage paid, to Kim Cash. Changes to the District's project manager or address will be provided in writing to Contractor.
4. Taxes. The District is exempt from payment of all sales, use or excise taxes.
5. Payment. The District will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.). Documentation sufficient to satisfy auditing purposes must be provided with invoices.
6. Dispute Resolution. In the event any dispute or disagreement arises during the course of the project, including those concerning whether a deliverable should be approved by the District, Contractor will continue to perform the project work in accordance with the District's instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Contract Manager no later than twenty (20) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Executive Director. The Executive Director in consultation with the

District's Office of General Counsel will issue a final determination. Contractor will proceed with the project work in accordance with the District's determination; however, such continuation of work will not waive Contractor's position regarding the matter in dispute. No project work will be delayed or postponed pending resolution of any disputes or disagreements.

7. Contingency. The District's performance and obligations to pay under this Agreement are contingent upon the District's governing board appropriating funds in its approved budget in each fiscal year of this Agreement.

8. Public Record Law. Notwithstanding any other term or condition stated in this Agreement, the District will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, F.S.

8.1 Each party shall allow public access to project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

8.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4825, by email at [Peggy.Meinhardt@Watermatters.org](mailto:Peggy.Meinhardt@Watermatters.org), or at the following mailing address:**

**Peggy Meinhardt, Records Manager  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the Contractor in writing.


8.3 This paragraph shall survive the expiration or termination of this Agreement.

9. Liability. Notwithstanding anything to the contrary in the Agreement, the District will have no obligation to indemnify Contractor or any third party, except to the extent provided for under Section 768.28, F.S. The District assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the District and its officers, employees, servants, and agents while acting within the scope of their authorized powers and duties or their employment by the District. Notwithstanding any provision in the Agreement, the District assumes no additional risks except those set forth herein. The parties agree: 1) that no term or condition contained in the Agreement shall be construed or interpreted as a) denying the District any remedy or defense available to it under the laws of Florida; b) a waiver of sovereign immunity of the District beyond the waiver and limitations provided in Section 768.28, F.S.; or c) resulting in the imposition of liability on the District for which it would not otherwise by law be responsible. This provision shall survive the termination or expiration of the Agreement.
10. Venue. Any action referenced in the State Contract associated with work performed by Contractor for the District will be brought exclusively in Hernando County, Florida. In any such action, Florida law will apply.
11. MyFloridaMarketPlace Vendor Registration. Any references to the MyFloridaMarketPlace vendor registration or transaction fee do not apply to the relationship and obligations between the parties under this Agreement; provided, however, that Contractor's obligations to the State of Florida under the State Contract relating to the MyFloridaMarketPlace vendor registration and/or transaction fee shall remain intact.
12. Default. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within ten (10) calendar days after receiving the Notice of Termination, this Agreement will automatically terminate. In addition, the initiation, either by Contractor or against Contractor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Contractor becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors will constitute a default by Contractor entitling the District to terminate this Agreement as set forth above.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  Date 2/2/2018  
Amanda Rice, P.E. Assistant Executive Director

CISCO SYSTEMS, INC.

By:  Date January 22nd, 2018  
Authorized Agent for Company **Brian Dulac**  
Director, Finance

**APPROVED BY LEGAL**