

**ELIGIBLE USER AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CISCO SYSTEMS, INC.  
FOR  
DATA COMMUNICATIONS PRODUCTS AND SERVICES**

This Eligible User Agreement (Agreement) is between the Southwest Florida Water Management District (District), a public corporation of the State of Florida, and Cisco Systems, Inc. (Vendor or Contractor), a/an Delaware corporation, authorized to do business in the State of Florida, under the terms and conditions set forth in State of Florida Alternate Contract Source (ACS) Agreement No. 43220000-NASPO-19-ACS (with reference to NASPO ValuePoint Master Agreement number AR3227) between the Department of Management Services, a/an agency of the State of Florida and the Vendor, effective June 9, 2021 (Master Contract). All the terms and conditions, covenants and representations contained in the Master Contract and any amendments thereto, including those applicable to state and/or 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 Master Contract, as amended.

1. **Substituted Party.** Per law and Rule 60A-1.001, Florida Administrative Code together with Section 1, Definitions, Special Contract Conditions, of the Master Contract, all references in the Master Contract to the Department of Management Services, hereinafter the "MCE", will extend, and be equally applicable, to the District for goods, pricing, services, work, or any combination thereof, provided or performed for the District hereunder (Project Work). Except for terms that conflict with those herein, both the District and the Vendor agree to be equally bound by the Master Contract as if fully and directly entered into between the District and the Vendor. **Term.** This Agreement will be effective upon the date of the last party's signature and will expire on September 30, 2024. If the MCE exercises its option to renew the Master Contract, then this Agreement will automatically renew for a term concurrent with the Master Contract, extending the foregoing expiration date as appropriate.
3. **Prime Contacts; Notices.** Each party designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports will be sent to the attention of each party's prime contact personally or by certified U.S. mail, postage paid, by nationally recognized overnight courier, to the following addresses. Notice is effective upon receipt.  

District Prime Contact:	Kim Cash Southwest Florida Water Management District 2379 Broad Street Brooksville, Florida 34604
Vendor Prime Contact:	Cody Lynch Cisco Systems, Inc. 170 West Tasman Drive San Jose, California, 95134
4. **Taxes.** The District is exempt from payment of all sales, use, or excise taxes. As such, the Vendor will not be reimbursed for any taxes paid or incurred, including prepaid charges. The District's Florida Consumer's Certificate of Exemption Number is 85-8013700387C-6.
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.), upon receipt of a properly documented invoice with sufficient detail to satisfy audit reviews. If necessary, for audit purposes, the Vendor or its Fulfillment Partner will provide additional supporting information as required to document invoices. Invoices will be submitted to the District electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address: Accounts Payable Section, Southwest Florida Water Management District, P.O. Box 15436, Brooksville, Florida 34604-5436. The District makes payments electronically through the Automated Clearing House (ACH) process. The Vendor or its Fulfillment Partner will complete the District's *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent electronically. The forms may be downloaded from the District's website at [www.watermatters.org](http://www.watermatters.org) under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the District's Accounts Payable Lead at 352-796-7211, extension 4108.

6. **Travel.** Travel reimbursement expenses must be pre-authorized by the District's Project Manager and be consistent with and be reimbursed in accordance with the District's travel procedure and Section 112.061, F.S.
7. **Dispute Resolution.** If a dispute or disagreement arises, including those concerning whether a deliverable should be approved by the District, the Vendor will continue to perform the Project Work in accordance with the District's instructions and may claim additional compensation. The Vendor will 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 Project Manager no later than 10 days after the precipitating event. If not resolved by the Project 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 Office of General Counsel will issue a final determination. The Vendor will proceed with the Project Work in accordance with the District's determination; however, such continuation of work will not waive the Vendor's position regarding the matter in dispute. No Project Work will be delayed or postponed pending resolution of any dispute or disagreement.
8. **Contingency.** The District's performance and payment obligations under this Agreement are contingent upon its Governing Board appropriating funds for each fiscal year of this Agreement.
9. **Limitation of Liability; Sovereign Immunity.** No limitation of liability provision in the Master Contract will apply to personal injury, death, or property damage. The District does not waive any of the protections available to the District under the doctrine of sovereign immunity or the limitations of liability contained in Section 768.28, F.S.
10. **Governing Law and Venue.** This Agreement, and any disputes hereunder, shall be construed according to the laws of Florida and enforced in the courts of the State of Florida with venue exclusively in Hillsborough County, Florida. No provision shall be construed more strictly against one party than against the other.
11. **Insurance.** The Vendor's obligations set forth in Subsection 7.2, General Liability Insurance, Special Contract Conditions, as amended by Subsection Q.ii., Additional Special Contract Conditions, Exhibit A, of the Master Contract will extend to the District, including, but not limited to issuance of certificates of insurance, additional insured status, waivers of subrogation, primary, non-contributory coverage, etc. for the entire length of this Agreement. Specifically:
  - 11.1 **COI.** Certificates of insurance issued by the Vendor under this Agreement shall name the Southwest Florida Water Management District as certificate holder and the description of operations, referencing this Agreement No. 21OE0003689; Data Communications Products and Services as through the Department of Management Services under the State of Florida Alternate Contract Source (ACS) Agreement No. 43220000-NASPO-19-ACS (with reference to NASPO ValuePoint Master Agreement number AR3227).

- 11.2 **Additional Insured**. Obligations under the Master Contract to name the Department of Management Services as additional insured on policies of Vendor (or its subcontractor(s)), shall extend to cover the Southwest Florida Water Management District, its officers, officials, employees, and volunteers as additional insureds, which status Vendor shall demonstrate by delivering the applicable endorsement (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.
- 11.3 **Waivers of Subrogation**. Any waiver of subrogation obligation under the Master Contract shall extend to the District's favor. Vendor shall demonstrate such waiver by delivery of the applicable endorsement (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.
- 11.4 **Primary Coverage**. Any obligation under the Master Contract that insurance provided by Vendor (or its subcontractors) be primary, excess, and/or non-contributory shall similarly extend as primary to and in excess of any insurance (or self-insurance) maintained by the District, which shall not contribute to the insurance of Vendor (or its subcontractor(s)).
12. **State Master Contract Data Security and Services Provision**. References to "State of Florida data" in Section 12, Contract Audits, Special Contract Conditions of the Master Contract will extend, and be equally applicable, to the District and its data.
13. **Public Records Law; Certifications**.
  - 13.1 **Public Records; Audit**. The Vendor, upon request, will permit the District to examine or audit all Project Work-related records and documents during or following completion of the Project Work at no cost to the District. These records will be available at all reasonable times for inspection, review, or audit. "Reasonable" will be construed according to circumstances, but ordinarily will mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any Project Work is subcontracted, the Vendor will similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Vendor under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Vendor will maintain all such records and documents for at least 5 years following completion of the Project Work. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records will be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Vendor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Each party will allow public access to Project Work documents and materials made or received by either party in connection with this transaction in accordance with Florida's Public Records Act, Chapter 119, F.S. 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. The Vendor will (1) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the Project Work; (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 this Agreement and following completion of this Agreement if the Vendor does not

transfer the records to the District; and (4) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN, by telephone at 352-796-7211, ext. 5555, by email at [recordscustodian@swfwmd.state.fl.us](mailto:recordscustodian@swfwmd.state.fl.us), or at the following mailing address:**

**Public Records Custodian  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899**

- 13.2 **Public Entity Crimes: Discriminatory Vendors**. In accordance with Sections 287.133, F.S and 287.134, F.S: a person, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime and/or (b) or discriminatory vendor list may not submit a bid, proposal, or reply on (i) a contract to provide any goods or services to a public entity, (ii) a contract with a public entity for the construction or repair of a public building or public work, or (iii) or leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list or at all if on the discriminatory vendor list.
- 13.3 **Scrutinized Companies**. Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, Vendor certifies it is not on any of said lists or engaged in any of the prohibited activities identified above, as applicable, based upon the amount of this Agreement. Vendor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor is found to have submitted a false certification, is placed on any of the applicable lists, or engages in any prohibited activities.
- 13.4 **Employment Eligibility Verification**. In accordance with Section 448.095, F.S. Vendor, by entering into this Agreement, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to entering into this Agreement, no contract of Vendor was terminated by a public employer in compliance

with Section 448.095, F.S., and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that Vendor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. Vendor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Vendor and each subcontractor performing through Vendor are E-Verify system participants is a condition precedent to this Agreement. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. Vendor shall include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations under Section 448.095, F.S.) in every subcontract of any tier arising out of or related to this Agreement.

- 14. **Counterparts and Authority to Sign.** This Agreement may be signed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. The signatures of all parties need not appear on the same counterpart. In accordance with the Florida Electronic Signature Act of 1996 and the federal ESIGN Act of 2000, electronic signatures, including facsimile transmissions, electronic mail (including PDF or any electronic signature complying with said or other applicable laws) or other transmission method, and any counterpart so delivered shall be deemed duly and validly delivered and shall be valid and effective for all purposes. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.
- 15. **Survival.** Provisions in this Agreement that survive termination or expiration include those relating to liability, indemnification, governing law, public records law, confidentiality, and others which by their nature are intended to survive.

Each party is signing this Agreement on the date stated next to that party's signature.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

DocuSigned by:  
 By: *Amanda Rice* 09/16/2021  
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 Amanda Rice, P.E. Date  
 Assistant Executive Director

**CISCO SYSTEMS, INC.**

DocuSigned by:  
 By: *Jenn Pate* 09/16/2021  
E1415F777EE04DE...  
 Print Name: Jenn Pate Date  
 Title (check one):  Individ/Sole Prop |  Pres |  Sr/Exec VP |  Gen Ptrnr  
 Mgr (Mgr Mngd LLC) |  Mbr (Mbr Mngd LLC)  
 Other: Authorized Signatory  
*If "Other", must attach proof of authority*

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