



**THIRD AMENDMENT TO THE AGREEMENT  
BETWEEN BROWARD COUNTY AND PRESIDIO NETWORKED  
SOLUTIONS, LLC, FOR CISCO EQUIPMENT AND SUPPORT SERVICES**

This Third Amendment ("Third Amendment") to the Agreement Between Broward County and Presidio Networked Solutions, LLC, for Cisco Equipment and Support Services, RLI # R0754713R1, is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Presidio Networked Solutions, LLC, a Florida limited liability company ("Presidio" or "Contractor") (collectively, Contractor and County are referred to as the "Parties").

**RECITALS**

A. On June 8, 2010, County entered in the agreement for procurement RLI #R0754713R1 with Coleman Technologies, Inc., for Cisco equipment and support services. On February 28, 2011, Coleman Technologies, Inc., assigned the agreement to Presidio Networked Solutions, Inc.

B. The Parties entered into the First Amendment, dated December 4, 2012, to amend the not-to-exceed amounts and include additional pricing.

C. The Parties entered into the Second Amendment, dated May 19, 2015, to clarify the start date of the Initial Term, extend the agreement for up to five (5) additional one (1) year renewal terms, and clarify other provisions of the agreement. As amended by the First and Second Amendment, the agreement for procurement RLI #R0754713R1 is referred to herein as the "Agreement."

D. On or about June 30, 2015, Presidio Networked Solutions, Inc., filed Articles of Conversion to convert its business entity to Presidio Networked Solutions, LLC. The successor entity, Presidio Networked Solutions, LLC, succeeded to all rights and obligations of the predecessor entity, including the rights and obligations under this Agreement.

E. The Parties desire to amend the Agreement to increase the applicable not-to-exceed amount that County may purchase under the Agreement, to extend the Agreement for up to five (5) additional one (1) year renewal terms, and to clarify other provisions of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment retain their meaning ascribed to such terms in the Agreement. Except as modified in this Third Amendment, all terms and conditions of the Agreement remain in full force and effect. Where applicable herein, changes to the text of the Agreement or applicable amendment are shown in strikethrough text to indicate deletions and bold/underlining text to indicate additions.

2. Section 3.1 of the Agreement is revised as follows:

3.1 The term of the Agreement shall begin on the date it is fully executed by both parties ("Effective Date") and shall be for an initial two (2) year period, ~~thereafter~~ ("Initial Term"). The term of the Agreement may be renewed for three (3) successive one (1) year terms (the "First Set of Renewal Terms"), ~~and thereafter for an additional five (5) successive one (1) year renewal terms (the "Second Set of Renewal Terms"), and thereafter for an additional five (5) successive one (1) year renewal terms (the "Third Set of Renewal Terms")~~ unless terminated as provided herein. Such renewals shall occur automatically unless COUNTY, through its Contract Administrator, has provided written notice at least thirty (30) calendar days in advance of the commencement of the next upcoming term that it will not be renewing the Agreement. Such renewals are subject to the termination provisions of the Agreement. If the term of the Agreement extends beyond a single fiscal year of COUNTY, the continuation of the Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as may be amended from time to time.

3. Section 4.1 of the Agreement is revised as follows:

....

During each of the first three (3) years of the Second Set of Renewal Terms, The COUNTY, through its authorized representative(s), may purchase **new Cisco equipment for** an estimated amount of Three Million Six Hundred Seventy Thousand and Eight Hundred Dollars (\$3,670,800.00), ~~for each one year renewal term in the Second Set of Renewal Terms for new Cisco equipment. The COUNTY, through its authorized representative(s), may purchase **Cisco support services for** an estimated amount of One Million Four Hundred Fifty Thousand Three Hundred and Fifty Dollars (\$1,450,350.00), ~~for each one year renewal term in the Second Set of Renewal Terms for Cisco support services and **Cisco technical labor for** an estimated amount of Two Hundred Thousand Dollars (\$200,000.00) for each one-year renewal term in the Second Set of Renewal Terms for Cisco Technical Labor. **For each of the final two (2) years of the Second Set of Renewal Terms, County may purchase Cisco equipment in an amount up to Eight Million Seven Hundred Thousand Dollars (\$8,700,000), Cisco support services in an amount up to Two Million Five Hundred Thousand Dollars (\$2,500,000), and Cisco technical labor in an amount up to Nine Hundred Seventy-Five Thousand Dollars (\$975,000).**~~~~

For each year of the Third Set of Renewal Terms, County may purchase new Cisco equipment in an amount up to Eight Million Seven Hundred Thousand Dollars (\$8,700,000), Cisco support services in an amount up to Two Million Five Hundred Thousand Dollars (\$2,500,000), and Cisco technical labor in an amount up to Nine Hundred Seventy-Five Thousand Dollars (\$975,000).

~~The total amount to be expended under this Agreement over the Initial Term shall be the estimated amount of Three Million Three Hundred Forty Two Thousand and Eight Hundred Dollars (\$3,342,800). The total amount to be expended under this Agreement over eight (8) renewal terms shall be the estimated amount of Thirty Million Three Hundred Forty Two Thousand and Eight Hundred (\$30,342,800) for new Cisco equipment; Eleven Million Six Hundred Forty Six Thousand and Seven Hundred Fifty Dollars (\$11,646,750.00) for Cisco support services; and Two Million Six Hundred Ninety Nine Thousand and Two Hundred Dollars (\$2,699,200.00) for Cisco Technical Labor, unless and subject to any additional funds being made available by COUNTY, in its sole discretion. The total amount to be expended under this Agreement for the duration of the Agreement shall be the estimated amount of Forty Eight Million Twelve Thousand and Seven Hundred Fifty Dollars (\$48,012,750.00) **One Hundred Twenty-Two Million Five Hundred Ninety-Five Thousand Four Hundred Fifty Dollars (\$122,595,450.00).**~~

....

4. The Agreement is amended to add a new Article 10 as follows (bold/underlining omitted):

ARTICLE 10  
DATA AND NETWORK SECURITY

10.1. Security and Access. Any access by Contractor to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Contractor. Contractor will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Contractor's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Contractor).

10.2. Managed Services; Professional Services; Third-Party Vendors. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed Services to County under the Agreement or who had access to County data, and Contractor must ensure such employees' access to County data and network is promptly disabled. Contractor must ensure all Contractor's employees with access to County's network via an Active Directory account comply with all applicable County policies and procedures when accessing County's network. Contractor shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Contractor, including but

not limited to servers or fail-over servers where County data or files exist or are housed, Contractor shall report to County within twenty-four (24) hours of becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County data or County applications. Contractor shall not release County data or copies of County data without the advance written consent of County.

10.3. Software Installed in County's Network. Contractor shall advise County of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Contractor shall support updates for critical vulnerabilities discovered in applicable third party software. Contractor shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Contractor must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Contractor must mitigate critical or high risk vulnerabilities to the Contractor Software as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must notify County of proposed mitigation steps to be taken and timeline for resolution. Contractor shall ensure the Software provides for role-based access controls and runs with least privilege access. Contractor shall support electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website. Contractor shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end-of-life date and the Software must run as least privilege without using fixed or default passwords. Contractor shall regularly provide County with end-of-life-schedules for all applicable Software. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Contractor will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

10.4. Equipment Leased or Purchased from Contractor. Contractor shall ensure that physical security features to prevent tampering are included in any Equipment provided under this Agreement. Contractor shall ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator. Contractor shall disclose any default accounts or backdoors that exist for access to County's network. If a new critical or high security vulnerability is identified, Contractor shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of vulnerability and shall notify County of proposed mitigation steps taken. Contractor must develop and

maintain hardware to interface with County-supported and approved operating systems and firmware versions. If a Contractor shall make available, upon County's request, any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140). The Equipment must not be within three (3) years from Equipment's end-of-life date. Contractor shall regularly provide County with end-of-life-schedules for all applicable Equipment. Contractor shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original equipment manufacturer's website.

5. Exhibit A – GOODS and SERVICES at Section 3.3 is replaced in its entirety with the following (bold/underlining omitted):

3.3. For any County purchase of Cisco equipment, services, support, or licenses under this Agreement, Contractor will apply the minimum discounts set forth below to the base reference price described in Section 3.2.

Item Description	Price Discount
Cisco Video Conferencing Endpoints, Telepresence Product Endpoint Components	55% off Cisco List Price
Cisco Video conferencing Infrastructure, Telepresence Product Core Components	51% off Cisco List Price
Cisco UCS servers	65% off Cisco List Price
Local Area Network, Switching/Bridging Devices,	53% off Cisco List Price
Metropolitan/Optical Area Wide Area, Switching/Routing/Bridging Devices	54% off Cisco List Price
Basic IP Telephony and VoIP Functionality (including Software, High Availability Servers, Station equipment, Software and Licensing)	53% off Cisco List Price
Advanced IP Telephony/VoIP Functionality, Contact Center, Unified Messaging, Multi-Media Conferencing, Cisco Unified Presence,	53% off Cisco List Price
Ironport	51% off Cisco List Price
Network Security Products (including Firewalls, Intrusion Detection, Intrusion Protection/Prevention, Virtual Private Network, Access Control, Licensing)	60% off Cisco List Price
Wireless/Transport Products, Point to Point, Point to Multi-Point, Wireless Transport Systems (FCC Licensed and Unlicensed Frequency Spectrum),	53% off Cisco List Price
Cisco SMARTnet Support Maintenance Annual Renewal	18% off Cisco List price
Cisco SMARTnet Support Maintenance Multi-Year Renewal	23% off Cisco List Price

Item Description	Price Discount
Internet Protocol Telephony (IPT), Wireless Technical Labor	\$115/hour
Subscriptions--Flex, Spark	30% off Cisco List price
Internet Protocol Telephony (IPT) Applications and Video Technical Labor	\$120/hour
Optical Engineering, Enterprise Switching and Routing Technical Labor	\$145/hour
Security Products, Adaptive Security Appliances, Network Access Control, Security Incident and Event Monitoring Analysis and Response Technical Labor	\$125/hour

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6. Effective Date. The effective date of this Third Amendment is the date it is fully executed by the Parties.

7. Counterparts. This Third Amendment may be signed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

*Remainder of this page is intentionally blank.*

IN WITNESS WHEREOF, the Parties have made and signed this Third Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2019, and PRESIDIO NETWORKED SOLUTIONS, LLC, signing by and through its \_\_\_\_\_, authorized to execute same.

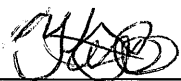
ATTEST:

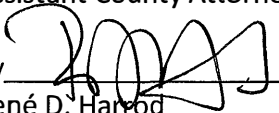
BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2019

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  (04/10/2019)  
Hulda O. Estama (Date)  
Assistant County Attorney

By  4/10/19  
René D. Harold (Date)  
Deputy County Attorney

HOE/RDH  
03/20/19  
Presidio Networked Solutions, LLC, Third Amendment  
#408071.19

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SOLUTIONS, LLC, FOR CISCO EQUIPMENT AND SUPPORT SERVICES**

CONTRACTOR

WITNESSES:

*Susan Lambert*  
Signature

Susan Lambert

Print Name of Witness

*Elizabeth Byrd*  
Signature

Elizabeth Byrd

Print Name of Witness

PRESIDIO NETWORKED SOLUTIONS, LLC

By *Trina-Dennis Carlson*  
Authorized Signor

Trina-Dennis Carlson Director Government Contracts

Print Name and Title

25th day of March, 2019

ATTEST:

*Andrew Haddy*

Andrew Haddy Director, Business Operations - South  
Corporate Secretary or authorized agent

(CORPORATE SEAL)

