

TO:
 City of Port St. Lucie, FL
 Bill Jones
 121 SW Port St. Lucie Blvd
 Building A
 Mis Department
 Port St. Lucie, FL 34984

 jonesb@cityofpsl.com
 (p) (772) 871-5225
 (f) (772) 398-2944

FROM:
 Presidio Networked Solutions
 Paul Strangie
 3250 W. Commercial Blvd
 Suite 360
 Oakland Park, FL 33309

 pstrangie@presidio.com
 (p) +1.407.284.6658

Customer#: CITY0032

Contract Vehicle: DLT Solutions GSA GS35F267DA

Account Manager: Amir Wexler

Inside Sales Rep: Paul Strangie

Title: CoPSL - Utilities CrowdStrike - coterm - 3yrs with Humio

Comments: This Order is non-cancellable and extended payment terms do not provide for cancellation or refund.

Annual Payments:
 Invoiced on November-21-2023: \$131,619.49
 Invoiced on November-21-2024: \$131,619.49
 Invoiced on November-21-2025: \$131,619.49

** signed quote required to purchase**

#	Part #	Description	Unit Price	Qty	Ext Price
1	CS.FCSD.SOLN.T1	Falcon Complete w/Threat Graph Standard. +300 - Tier 1 36 Month Term. Comments: PoP: 11/21/2023 through 11/20/2026	\$205.25	1450	\$297,612.50
2	CS.INSIGHT.SOLN.T1	Falcon Insight (EDR) Application - Band 1 Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	1450.00	\$0.00
3	CS.PREVENT.SOLN.T1	Falcon Prevent (NGAV) Application - Band 1 Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	1450.00	\$0.00
4	CS.DISC.SOLN.T1	Falcon Discover - (Discovery Solution) - Band 1 Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	1450	\$0.00
5	CS.FALCOMPS.SVC.ONDE M	Falcon Complete Subscription - On Demand Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	1450	\$0.00
6	CS.OW.SVC.T1	Falcon Overwatch Service - Band 1 Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	1450.00	\$0.00
7	CS.TG.STD	Threat Graph Standard Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	1450.00	\$0.00
8	CS.HUMIOCFALC.SOLN30 T1	Humio Cloud For Falcon - 30 day retention Tier 1 Comments: PoP: 11/21/2023 through 11/20/2026	\$32.72	1450.00	\$47,444.00
9	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass Comments: PoP: 11/21/2023 through 11/20/2026	\$0.00	6.00	\$0.00
10	RR.HOS.ENT.EXPS	Express Support Comments: PoP: 11/21/2023 through 11/20/2026	\$22,034.45	1.00	\$22,034.45
11	CS.FCSD.SOLN.T1	Falcon Complete w/Threat Graph Standard. +300 - Tier 1 24 Month Term Comments: PoP: 11/21/2024 through 11/20/2026	\$174.01	150	\$26,101.50
12	CS.INSIGHT.SOLN.T1	Falcon Insight (EDR) Application - Band 1 Comments: PoP: 11/21/2024 through 11/20/2026	\$0.00	150.00	\$0.00

13	CS.PREVENT.SOLN.T1	Falcon Prevent (NGAV) Application - Band 1	\$0.00	150.00	\$0.00
Comments: PoP: 11/21/2024 through 11/20/2026					
14	CS.DISC.SOLN.T10	Falcon Discover - (Discovery Solution) - Band 10	\$0.00	150.00	\$0.00
Comments: PoP: 11/21/2024 through 11/20/2026					
15	CS.FALCOMPS.SVC.ONDE M	Falcon Complete Subscription - On Demand	\$0.00	150	\$0.00
Comments: PoP: 11/21/2024 through 11/20/2026					
16	CS.OW.SVC.T1	Falcon Overwatch Service - Band 1	\$0.00	150.00	\$0.00
Comments: PoP: 11/21/2024 through 11/20/2026					
17	CS.TG.STD	Threat Graph Standard	\$0.00	150.00	\$0.00
Comments: PoP: 11/21/2024 through 11/20/2026					
18	RR.PSO.ENT.PASS	University LMS Subscription Customer Access Pass	\$0.00	6.00	\$0.00
Comments: PoP: 11/21/2024 through 11/20/2026					
19	CS.FALCOMPNBC.SOLN	Falcon Complete: CID Management (Complimentary)	\$0.00	1	\$0.00
Comments: PoP: 11/21/2024 through					
20	RR.HOS.ENT.EXPS	Express Support	\$1,666.01	1.00	\$1,666.01
Comments: PoP: 11/21/2024 through 11/20/2026					

Sub Total:	\$394,858.46
Grand Total:	\$394,858.46

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF DLT SOLUTIONS GSA CONTRACT GS35F267DA

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
DLT SOLUTIONS GSA CONTRACT GS35F267DA

Tax ID# 58-1667655; Size Business: Large, CAGE Code: 0KD05, DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

EXHIBIT A – LOCAL GOVERNMENT TERMS

This Exhibit A – Local Government Terms, supplements the Presidio Quote 2001723048486-02, including all forms and documents incorporated therein by reference ("Agreement"). The Agreement is entered into by Presidio and the City of Port St. Lucie ("City"). The parties agree that the terms and conditions in this Exhibit A are included in the Agreement as if fully stated therein. If any term or condition in the Agreement conflicts with any term or condition in this Exhibit A, the parties agree that this Exhibit A shall control.

SECTION I **INDEMNIFICATION/HOLD HARMLESS**

Presidio agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims and actions brought by third parties and resulting liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, to the extent arising from the negligent acts, errors, omissions or other wrongful conduct of Presidio, agents, laborers, subcontractors or other personnel entity acting under Presidio's control in connection with Presidio's performance of services under the Agreement. To that extent, Presidio shall pay any and all such third party claims and resulting losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Presidio shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Presidio or any agent laborers, subcontractors, or employee of Presidio regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Presidio shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Presidio on the work. Presidio's obligations provided in this Section are contingent upon the City providing Presidio with: i) written notice of the claim as soon as the City first becomes aware of the claim; ii) complete control of the defense of and the right to settle such claim; iii) all available information, assistance and cooperation to enable Presidio to defend or settle such claim, at Presidio's expense This indemnification shall survive the termination of the Agreement.

SECTION II **INSURANCE**

Presidio shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of the Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Presidio are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Presidio under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of the Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision

does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in the Agreement.

Workers' Compensation Insurance & Employer's Liability: Presidio shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Presidio qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: Presidio shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability, and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include the Presidio Quote 2001723048486-02."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of the Agreement to exceed the above limits, Presidio shall be required, upon thirty (30) days written notice by the

City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: Presidio shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event Presidio does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Presidio to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

Cyber Liability Insurance: Presidio shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: Presidio shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but is not obligated, to review and request a copy of Presidio's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Presidio warrants that the retroactive date equals or precedes the effective date of the Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the Agreement, Presidio shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: By entering into the Agreement, Presidio agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Presidio shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of Presidio for any and all claims under the Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Presidio's most recent annual report or audited financial statement.

It shall be the responsibility of Presidio to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of Presidio to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an

Additional Insured without the language, "when required by written contract". If Presidio, any independent contractor, and/or any subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Presidio/independent contractor/subcontractor.

Presidio may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of the Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of Presidio to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION III **COMPLIANCE WITH LAWS**

Presidio shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes. All materials furnished and works done are to comply with all federal, state, and local laws and regulations.

SECTION IV **SOVEREIGN IMMUNITY**

Nothing contained in the Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION V **PUBLIC RECORDS**

Presidio and any subcontractors shall comply with section 119.0701, Florida Statutes. Presidio and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by Presidio in conjunction with the Agreement, unless the records are exempt from Article I, § 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. Presidio shall comply with Florida's Public Records Law. PRESIDIO'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

Presidio agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Agreement, Presidio shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to the Agreement. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Presidio's records under the Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during the Agreement.
4. Presidio agrees to make available to the City, during normal business hours all books of account, reports and records relating to the Agreement.
5. A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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.

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 Agreement term and following completion of the Agreement if Presidio does not transfer the records to the City.

Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Presidio, or keep and maintain public records required by the City to perform the service. If Presidio transfers all public records to the City upon completion of the Agreement, Presidio shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Presidio keeps and maintains public records upon completion of the Agreement, Presidio shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF PRESIDIO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PRESIDIO'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS
AT:**

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

**SECTION VI
CODE OF ETHICS**

Presidio warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code.](#)

**SECTION VII
SCRUTINIZED COMPANIES**

By entering into the Agreement with the City, Presidio certifies that it and those related entities of Presidio, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate the Agreement if Presidio or any of those related entities of Presidio, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

**SECTION VIII
E-VERIFY**

In accordance with section 448.095, Florida Statutes, Presidio agrees to comply with the following:

1. Presidio must register with and use the E-Verify system to verify the work authorization status of all new employees of Presidio. Presidio must provide City with sufficient proof of compliance with this provision before beginning work under the Agreement.
2. If Presidio enters into a contract with a subcontractor, Presidio must require each and every subcontractor to provide Presidio with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Presidio shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.

3. The City shall terminate the Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Presidio shall immediately terminate any contract with any subcontractor if Presidio has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Presidio knowingly violated section 448.09(1) or any provision of section 448.095, Florida Statutes, the City shall promptly notify Presidio and order Presidio to immediately terminate the contract with the subcontractor.
5. The City shall terminate the Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Agreement under this section, Presidio may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Presidio, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida.

SECTION IX **AUDITS**

Presidio shall establish and maintain a reasonable accounting system that enables the City to readily identify Presidio's assets, expenses, costs of goods, and use of funds throughout the term of the Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Presidio shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to the Agreement kept by or under the control of Presidio, including, but not limited to, those kept by Presidio, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at Presidio's office or place of business. Presidio shall not impose a charge for audit or examination of Presidio's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge Presidio for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of Presidio's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to Presidio. Evidence of criminal conduct will be turned over to the proper authorities.

Presidio shall also ensure the City has these rights with Presidio's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between Presidio and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of Presidio's obligations to the City.

SECTION X **GOVERNING LAW AND VENUE**

The Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the Agreement, arising out of the Agreement, or related to the Agreement, shall be in St. Lucie County, Florida.

SECTION XI
ENTIRE AGREEMENT

The Agreement, including this Exhibit A, sets forth the entire agreement between Presidio and the City with respect to the subject matter of the Agreement. The Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. The Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

SECTION XII
GSA CONTRACT REFERENCE

The parties acknowledge that the Presidio Quote 2001723048486-02 references DLT Solutions GSA GS35F267DA, however, that contract does not govern or control the Agreement in any manner.

Presidio Networked Solutions LLC



Erik Hayko (Nov 21, 2022 11:12 CST)

Erik Hayko, Senior Contracts Manager