

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PURE STORAGE, INC.
FOR
COMPUTER EQUIPMENT

This SECOND AMENDMENT is made and entered into by and between the Southwest Florida Water Management District ("District"), a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, and Pure Storage, Inc. ("Contractor") having a principal address of 650 Castro Street, Suite 400, Mountain View, California 94041.

WITNESSETH:

WHEREAS, the District and the Contractor entered into an agreement effective January 30, 2018, as amended March 27, 2018, (Agreement No. 18OE0001132), hereinafter referred to as the "Existing Agreement," for computer equipment; and

WHEREAS, the parties wish to amend the Existing Agreement to extend the term and update contract language applicable to the District.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Term Paragraph is hereby replaced in its entirety with the following:
 2. Term. This Agreement shall be effective upon execution by both parties and shall expire on July 31, 2021, unless the State exercises its option to renew the State Contract. If the State exercises such option, this Agreement will automatically renew for a term concurrent with the State Contract.
2. New Paragraph 9, Scrutinized Companies, is hereby added as follows:
 9. 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, the Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Contractor 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 Contractor is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

3. New Paragraph 10, Project Records and Documents, is hereby added as follows:

10. Project Records and Documents.

10.1 The Contractor, upon request, shall permit the District to examine or audit all services related records and documents during or following completion of the services at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall 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 shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor shall maintain all such records and documents for at least five (5) years following completion of the services. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall 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 Contractor 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.

10.2 Each party shall allow public access to the services 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 services; (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

in possession of the Contractor to keep and maintain public records required by the District to perform the services. 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.

- 10.3 **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@Watermatters.org, or at the following mailing address:**

Public Records Custodian
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.

- 10.4 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
4. This Amendment shall become effective upon the State executing its option to renew the State Contract. If the State does not exercise its option to renew the State Contract, this Amendment will be void and of no force and effect.
5. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: Amanda Rice 02/24/2020
Amanda Rice, P.E. Date
Assistant Executive Director

PURE STORAGE, INC.

By: Gary Newgaard 02/24/2020
Gary T. Newgaard Date
Name: _____
Group Vice President, Public Sector - Pure Storage
Title: _____
Authorized Signatory

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