



**PARTICIPATING ADDENDUM BETWEEN BROWARD COUNTY AND SAFEWARE, INC.,
PURSUANT TO OMNIA PARTNERS, BY COUNTY OF FAIRFAX, VIRGINIA CONTRACT NO.
4400008468 FOR PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND
RELATED SERVICES**

This Participating Addendum (the "Addendum") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Safeware, Inc., a corporation authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On or around March 13, 2018, Fairfax County, Virginia, through the U.S. Communities Government Purchasing Alliance, now Omnia Partners, a service cooperative, competitively procured public safety and emergency preparedness equipment and related services and executed Contract No. 4400008468, Public Safety and Emergency Preparedness Equipment and Related Services with Safeware, Inc. (the "Master Contract" as further defined in this Addendum).

B. On or around July 27, 2023, Broward County entered into an Alternate Contract Source No. OPN2126972Q1 for public safety and emergency preparedness equipment and related services- "Drone Equipment" with Safeware, Inc. (the "Broward Contract," as further defined in this Addendum).

C. The County desires to purchase additional public safety and emergency preparedness equipment and related services from Contractor pursuant to the Broward Contract as supplemented by this Addendum.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings:

1.1 Applicable Law means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2 Board means the Board of County Commissioners of Broward County, Florida.

1.3 Contract Administrator means the County's Deputy Director of the Resilient Environment Department, or such person as designated by County's Deputy Director of the Resilient Environment Department in writing.

1.4 County, Customer, Department, or Eligible User mean Broward County for the purpose of

this Addendum and all transactions between Contractor and County pursuant to the Master Contract and this Addendum. For clarity, any reference that is intended in context to refer to the purchasing entity, shall be deemed to refer to County for purposes of transactions under this Addendum.

1.5 Broward Contract means Agreement OPN2126972Q1 executed by and between Broward County and Safeware, Inc., attached hereto as Exhibit A, including any amendments, extensions, and exhibits to same.

1.6 Master Contract means all documents comprising Contract No. 4400008468 executed by and between Fairfax County, Virginia, and Safeware, Inc., including the Acceptance Agreement, Request For Proposals 2000002547, Addendum, Notice of Award, and Amendments 1 and 2, all incorporated as the Master Agreement and attached hereto as Exhibit B. Any amendment(s) to the Master Contract that are effective after the Effective Date of this Addendum shall require written approval by the County's Director of Purchasing to incorporate the applicable amendment(s) into Broward County's agreement with Safeware.

1.7 Purchasing Director means County's Director of Purchasing.

1.8 Services means all work required by Contractor pursuant to the Master Contract, the Broward Contract, and this Addendum.

1.9 Subcontractor means an entity or individual providing Services to County through Contractor for all or any portion of the work under this Addendum. The term "Subcontractor" shall include all subconsultants.

2. EXHIBITS AND ORDER OF PRECEDENCE

2.1 Rights and Obligations of Parties. The Master Contract and the Broward Contract are incorporated in their entirety as if fully set forth herein. If there is a conflict or inconsistency between any provision contained in the Master Contract, the Broward Contract, and any provision of this Addendum, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all rights and obligations between Contractor and Fairfax County, Virginia, stated in the Master Contract, and all rights and obligations between Contractor and Broward County stated in the Broward Contract, shall apply as between Contractor and County. There shall be no minimum dollar amount or product count under the Master Contract, the Broward Contract, or this Addendum, and County's execution of this Addendum does not guarantee Orders (as hereinafter defined) will be placed by County, and County's election not to issue an Order or Orders shall not be deemed a breach of the Master Contract, the Broward Contract, or this Addendum.

2.2 The following exhibits are attached hereto and incorporated into this Addendum:

Exhibit A	Broward Contract
Exhibit B	Master Contract

3. COUNTY AUTHORITY

3.1 **Contract Administrator Authority.** The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of the Services purchased through this Addendum. Unless expressly stated otherwise in this Addendum or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Addendum in connection with the day-to-day management of this Addendum.

4. TERM

4.1 **Term.** The Addendum shall be effective as of the date of complete execution (the "Effective Date") and shall be coterminous with the Broward Contract and any extensions thereto, but in no event shall the duration of this Addendum extend beyond five (5) years after the Effective Date or beyond the termination of the Broward Contract, whichever comes first. The Broward Contract is currently scheduled to expire on September 30, 2024, with an option to extend for a period not to exceed four (4) years. A one year extension is currently being pursued to extend the Broward Contract until September 30, 2025.

4.2 **Fiscal Year.** The continuation of this Addendum beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

5. COMPENSATION AND METHOD OF PAYMENT

5.1 **Compensation.** For the duration of the Addendum, County shall pay Contractor for Products and Services in accordance with the Broward Contract.

5.2 **Invoices.** Contractor shall submit invoices only for Products or Services ordered by County and actually provided by Contractor. Contractor may offer additional discounts for the duration of the Addendum. Contractor shall only submit invoices monthly in arrears, which invoices must, at a minimum, designate the nature of the Products or Services provided, including a line item itemizing the quantities and amount charged for each type of Product or Service provided.

5.3 **Method of Billing and Payment.** County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the County Code of Ordinances, minus any applicable retainage or other deductions permitted by this Addendum. Payment shall be made to Contractor at the address designated in the invoice. To be deemed proper, an invoice must comply with all requirements set forth in this Addendum and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to reasonably withhold payment of the invoice based on Contractor's material breach of any term, condition, or

requirement of this Addendum. The Parties agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.3.1. Payment will be made to Contractor in the manner reasonably designated in writing by Contractor or, if not designated, at the following address:

Safeware, Inc.
P.O. Box 716320
Philadelphia, PA 19171-6320

5.3.2. Payment shall be made to Contractor for Services properly performed after the expiration date of the Broward Contract so long as the Services were commenced prior to the expiration date of the Broward Contract. This provision shall not be applicable to an earlier termination of the Broward Contract, as supplemented by this Addendum, for cause or convenience.

5.4 **Orders.** At County's request, Contractor shall issue a written quote for any Products or Services considered for purchase by County under this Addendum. If County elects to procure the Products or Services and the terms of the quote are acceptable to County, County will issue an appropriate purchase order to acquire such Products or Services (the "Order"). The Order shall specify the type, amount, timing, and any applicable scope of services or acceptance criteria for the Products or Services purchased. Orders shall be approved or executed on behalf of County as follows: the Contract Administrator may approve and execute any Order for which the cumulative aggregate cost to County is less than \$50,000; the Purchasing Director may approve and execute any Order for which the cumulative aggregate cost to the County is within the Purchasing Director's delegated authority; any Order above the Purchasing Director's authority must be approved by the Board.

6. PUBLIC RECORDS LAW

In addition to Contractor's obligations in Section 8 of the Fairfax County Special Exceptions as incorporated into the Master Contract, if Contractor receives a request for public records regarding this Addendum, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)357-6613, JKLADERMAN@BROWARD.ORG, JUDI KLADERMAN 115 S. ANDREWS AVE., ROOM 501, FORT LAUDERDALE, FLORIDA 33301.

7. MISCELLANEOUS

7.1 **Insurance.** Contractor shall maintain at its sole expense, on a primary basis, at all times during the term of this Addendum (unless a different time period is stated herein), at least the minimum insurance coverage designated in Section 1 of Fairfax County Special Exceptions of the Master Contract (herein after referred to as "Section 1 of the Master Contract") and Exhibit 7 of the Broward Contract, and shall name County as an additional insured on all policies of insurance designated in Section 1 of the Master Contract and Exhibit 7 of the Broward Contract. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Section 1 of the Master Contract or Exhibit 7 of the Broward Contract, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Section 1 of the Master Contract and Exhibit 7 of the Broward Contract and submit to County for approval at least fifteen (15) calendar days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County and agrees to obtain same in an endorsement of Contractor's insurance policies. Contractor shall require that each Subcontractor maintain insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this section. If Contractor or any Subcontractor fails to maintain the insurance required by this Addendum, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If any of the required policies provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) calendar days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Addendum for at least the duration stated in Section 1 of the Master Contract and/or Exhibit 7 of the Broward Contract, whichever is longer; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) calendar days prior to commencement of Services, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Addendum for at least the duration stated in Section 1 of the Master Contract and/or Exhibit 7 of the Broward Contract, whichever is longer.

7.2 **Indemnification.** Contractor shall indemnify County and shall, upon written notice from County, defend County, including all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The

obligations of this section shall survive the expiration or earlier termination of the Master Contract, the Broward Contract, or this Addendum, whichever expires or terminates first. If considered necessary by the County, any sums due Contractor under this Addendum may be retained by County until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

7.3 Termination. This Addendum, and any Order under this Addendum, may be terminated by County as provided in the Master Contract or the Broward Contract. Additionally, this Addendum or any Order may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach. This Addendum may also be terminated for convenience by the Board upon providing written notice to Contractor of the termination date, which shall be not less than thirty (30) calendar days after the date such written notice is provided, and County shall pay for Services satisfactorily performed. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under Applicable Law, be deemed a termination for convenience, which shall be effective thirty (30) calendar days after such notice of termination for cause is provided.

7.4 Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Addendum will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.5 Notices. In order for a notice to a Party to be effective under this Addendum, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change. The notice address for County listed below shall constitute the Custodian of Public Records contact information for County.

NOTICE TO COUNTY:
Broward County Resilient Environment Department
Attn: Dr. Jennifer Jurado, Deputy Director
115 South Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
Telephone: (954) 357-6613
Email address: jjurado@broward.org

NOTICE TO CONTRACTOR:
Safeware, Inc.
Attn: Rick Bond, VP of Sales

4403 Forbes Blvd
Lanham, MD 20706rbond@safewareinc.com

7.6 Prior Agreements; Complete Agreements. The Master Contract, the Broward Contract, this Addendum, and attached Exhibits constitute the entire agreement between the Parties and are intended to replace and supersede all prior agreements between the Parties. Any modification to this Addendum must be in writing and signed by the Parties.

7.7 Conflict. If there is a conflict or inconsistency between any provision contained in the Master Contract, the Broward Contract and this Addendum, this Addendum shall control.

7.8 Governing Law, Venue, Waiver of Jury Trial. The exclusive venue for any lawsuit arising from, related to, or in connection with this Addendum shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Addendum must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THE MASTER CONTRACT, THE BROWARD CONTRACT, OR THIS ADDENDUM.**

7.9 Representation of Authority. Contractor represents and warrants that the Master Contract, the Broward Contract, and this Addendum collectively constitute the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Addendum constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Addendum is within Contractor's legal powers, and each individual executing this Addendum on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.10 Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Addendum and that no third party shall be entitled to assert a right or claim against either of them based upon this Addendum.

7.11 Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Addendum, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under the Broward Contract and this Addendum, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.12 Recitals: Counterparts. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. This Addendum may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Purchasing, authorized to execute same pursuant to the Broward County Procurement Code; and SAFEWARE, INC signing by and through its VICE PRESIDENT, duly authorized to execute same.

COUNTY

**BROWARD COUNTY, by and through
its Director of Purchasing**

By: Robert Gleason Digitally signed by Robert Gleason
Date: 2024.09.23 14:42:10 -04'00'

Director of Purchasing

____ day of _____, 2024

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

By: Deanna Kalil Digitally signed by Deanna Kalil
Date: 2024.09.10 16:40:55 -04'00'

**Deanna Kalil (Date)
Assistant County Attorney**

By: MAITE AZCOITIA Digitally signed by MAITE AZCOITIA
Date: 2024.09.10 17:06:48 -04'00'

**Maite Azcoitia (Date)
Deputy County Attorney**

CONTRACTOR

By: 
Authorized Signer

Richard C Bond Vice President
Print Name and Title

2 day of September 2024

WITNESS/ATTEST:


Corporate Secretary or other witness

Jessica M. Faulkner, Assistant Secretary
Print Name and Title