



**FIRST AMENDMENT TO PARTICIPATING ADDENDUM PURSUANT TO GSA MULTIPLE AWARD SCHEDULE (MAS) MASTER AGREEMENT FOR INFORMATION TECHNOLOGY SOFTWARE WITH GEONEXUS TECHNOLOGIES, L.L.C. (NO. 47QTCA20D00BQ)**

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Geonexus Technologies, L.L.C, a Michigan limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Participating Addendum Pursuant to the GSA Multiple Award Schedule for Information Technology Software, dated April 27, 2022, to provide the GeoWorx software (the "Addendum").

B. The Master Agreement, as defined in the Addendum, has an initial term of five years, through June 23, 2025, with three five-year renewal terms, such that if all are exercised, the Master Agreement will expire on June 23, 2040.

C. The Addendum expressly limited the term of the Addendum to the five-year authority of the Purchasing Director. The Parties now desire to amend the Addendum to modify the term of the Addendum to be coterminous with the Master Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby 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 Amendment shall retain the meaning ascribed to such terms in the Addendum.

2. Unless otherwise expressly stated herein, amendments to the Addendum made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Addendum shall remain in full force and effect.

3. Section 4.1 of the Addendum is amended as follows:

4.1 Term. This Addendum shall be effective as of the date of complete execution by the Parties (the "Effective Date") and shall be coterminous with the Master Agreement, including any renewals or extensions (collectively, the "Term"), ~~but in no event shall the Term of this Addendum extend beyond five (5) years after the Effective Date.~~

4. A new Section 7.10 is added to the Addendum as follows (bold/underlining omitted):

7.10. Ownership Disclosure Requirement. By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or

such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

5. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

7. In the event of any conflict or ambiguity between this Amendment and the Addendum, the Parties agree that this Amendment shall control. The Addendum, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Addendum as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

9. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Addendum.

10. The effective date of this Amendment shall be the date of complete execution by the Parties.

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 \_\_\_\_\_, 20\_\_; and Geonexus Technologies, L.L.C., signing by and through its duly authorized representative.

COUNTY

ATTEST:


BROWARD COUNTY, by and through its  
Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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 Sara Cohen Digitally signed by Sara Cohen  
Reason: Approved as to form  
Location: Broward County Attorney's  
Office  
Date: 2025.03.19 07:33:55 -04'00'  
Sara F. Cohen (Date)  
Assistant County Attorney

By  Digitally signed by RENE D.  
HARROD  
Date: 2025.03.19 07:53:30  
-04'00'  
René D. Harrod (Date)  
Chief Deputy County Attorney

SC  
Geonexus First Amendment  
03/05/2025  
#1156557.v2

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SCHEDULE (MAS) MASTER AGREEMENT FOR INFORMATION TECHNOLOGY SOFTWARE WITH  
GEONEXUS TECHNOLOGIES, L.L.C. (NO. 47QTCA20D00BQ)**

**CONTRACTOR**

William A.  
By: Heise  Digitally signed by William A.  
Heise  
Date: 2025.03.17 09:56:40  
-04'00'

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Authorized Signer

William A. Heise

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Print Name and Title

17 day of March, 2025