



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

This Amendment ("Amendment") is entered into 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. The Parties entered into the 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, dated September 23, 2024 (the "Addendum"), to purchase small unmanned aerial systems ("sUAS" or drones) to assist in the monitoring of environmental issues, including flooding and inspections after storms.

B. County intended to make small purchases that would not exceed Five Hundred Thousand Dollars (\$500,000) total value in the aggregate and the Director of Purchasing executed the Addendum pursuant to Section 21.47(b) of the Broward Administrative Code.

C. The Parties desire to amend the Addendum to increase the not to exceed amount, allowing County to purchase parts and materials to maintain existing sUAS assets.

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 5.1 of the Addendum is amended as follows:

5.1 Compensation. For the duration of the Addendum, County shall pay Contractor for Products and Services in accordance with the Broward Contract. **The aggregate compensation for all purchases made pursuant to this Addendum shall not exceed One Million Dollars (\$1,000,000).**

4. New Section 7.12 is added to the Addendum as follows (bold/underlining omitted):

7.12. Anti-Human Trafficking. By execution of this Addendum 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.

5. 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.

6. 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.

7. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County relating to the Addendum including as amended herein.

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

9. 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.

(The remainder of this page is blank.)

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 _____, 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

Jennifer
Brown
By _____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

Digitally signed by Jennifer Brown
Date: 2026.04.16 16:51:57 -04'00'

MAITE
AZCOITIA
By _____
Maite Azcoitia (Date)
Deputy County Attorney

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Date: 2026.04.16 16:59:35 -04'00'

JDB/gmb
Participating Addendum Amendment Safeware, Inc.
04-14-2026
#70056-0027

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CONTRACTOR

By: Diana M Hyatt
Authorized Signer

Diana M. Hyatt, Assistant Secretary
Print Name and Title

15 day of April, 2026