



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY
PROVIDING FOR SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES**

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Sheriff of Broward County, a constitutional officer of Broward County, Florida ("Sheriff") (collectively referred to as the "Parties"), is entered into effective as of the date this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. The Parties entered into the Interlocal Agreement between Broward County and Sheriff of Broward County Providing for Seaport Security and Law Enforcement Services, dated September 10, 2015, which was amended by a First Amendment, dated September 22, 2020 (collectively, as amended, the "Agreement").

B. The Agreement expired on December 31, 2020, but the Parties have continued operating under the terms of the Agreement while negotiating a new agreement.

C. The Parties desire to retroactively extend the term of the Agreement through September 30, 2021, while the Parties continue negotiating a new agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. Retroactively to December 31, 2020, Article 17, TERM is hereby amended as follows:

17.1 The Term of this Interlocal Agreement shall commence October 1, 2015 and shall continue for a Term of ~~five (5)~~ six (6) years ~~and three (3) months~~ ending on ~~December 31, 2020~~ September 30, 2021, unless sooner terminated as may be provided for herein ("Term"). However, if the Term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

...

4. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

5. The Agreement, as amended herein, 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 Agreement or this Second 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 Second 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. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, 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 blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 _____, 2021, and Sheriff of Broward County, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners


BROWARD COUNTY, by and through
its Board of County Commissioners

By _____
Mayor

____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

CARLOS A.
RODRIGUEZ-
CABARROCAS

 Digitally signed by CARLOS A.
RODRIGUEZ-CABARROCAS
Date: 2021.05.19 08:08:39
-04'00'

By _____
Carlos A. Rodriguez-Cabarrocas (Date)
Assistant County Attorney

CRC:cr
05/10/21
Second Amendment Port - BSO Interlocal

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BETWEEN BROWARD COUNTY AND SHERIFF OF BROWARD COUNTY
PROVIDING FOR SEAPORT SECURITY AND LAW ENFORCEMENT SERVICES**

SHERIFF

WITNESSES:

SHERIFF OF BROWARD COUNTY

Signature

DocuSigned by:
By: Gregory Tony
995EAB8C8415407...
Gregory Tony, as Sheriff of
Broward County

Print Name of Witness above

Gregory Tony Gregory Tony 21
____ day of _____, 20____

Signature

Print Name of Witness above

Approved as to form and legal sufficiency:

DocuSigned by:
By: Terrence Lynch
84C9E594DDEB4B3
Terrence O. Lynch, General Counsel