



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND BROWARD SHERIFF'S OFFICE FOR MANATEE PATROL DEPUTY FOR  
BROWARD COUNTY**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the Broward Sheriff's Office, a political subdivision of the State of Florida ("BSO") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Agreement Between Broward County and Broward Sheriff's Office for Manatee Patrol Deputy for Broward County, executed by County on December 5, 2018 ("Agreement"), to provide County with Marine Law Enforcement Services as defined in the Agreement.

B. County has contracted with BSO for Marine Law Enforcement Services needed to implement the Boat Facility Siting Plan (adopted by County on June 26, 2007, as part of County's Manatee Protection Program) since April 28, 2009, and the Parties wish to continue contracting for those services.

C. Section 3.1 of the Agreement states that the term of the Agreement commenced on October 1, 2018, and shall end on September 30, 2023 ("Initial Term").

D. Section 3.2 of the Agreement provides that County and BSO may mutually agree to extend the Initial Term for an additional term not to exceed five (5) years, and that BSO shall be compensated for Services at a mutually agreed upon rate.

E. Section 4.2 of the Agreement provides that County will make reasonable efforts to purchase and install a new boat lift at Boaters Park, 3300 N. Park Road, Hollywood, Florida.

F. BSO no longer operates out of Boaters Park and the boat lift was never purchased or constructed by County.

G. The Parties are desirous of amending the Agreement (i) to extend the term for an additional five (5) years; (ii) to incorporate the mutually agreed upon rates for BSO's services for the Renewal Term (as hereinafter defined); and (iii) to delete Section 4.2 of the Agreement and provisions referencing the boat lift.

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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments to the Agreement made pursuant to this First 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 Agreement shall remain in full force and effect.

3. Section 3.1 of the Agreement is amended as follows:

3.1 Term. The term of this Agreement shall begin on October 1, 2018, and shall end on September 30, 2023 ("Initial Term"). **The Initial Term shall be extended pursuant to Section 3.2 to begin on October 1, 2023, and shall end at 11:59 p.m. on September 30, 2028 ("Renewal Term").** If executed after October 1, 2018, this Agreement shall be retroactive to that date due to BSO having provided services on good faith negotiations.

4. Section 4.1 of the Agreement is amended as follows:

4.1 **Compensation for Initial Term and Renewal Term.**

**4.1.1 Initial Term.** The County agrees to pay BSO, in a manner specified in Section 4.5, a maximum amount not to exceed \$1,024,060 during the Initial Term, estimated to be \$204,812 per year. This amount shall ~~be inclusive of~~ **represent** the following:

Reimbursement for a Deputy to perform the Marine Law Enforcement Services. This amount will compensate BSO only for work actually performed and completed pursuant to this Agreement. The reimbursement rate will be \$98.47 per hour, which includes all operational costs associated with the Services to be provided, including personnel, equipment, vessel, trailer, vehicle, and fuel expenses.

**4.1.2 Renewal Term.** **The County agrees to pay BSO, in a manner specified in Section 4.5, a maximum amount not to exceed One Million Seventy-Eight Thousand Two Hundred Fifty-Two and 84/100 Dollars (\$1,078,252.84) during the Renewal Term, estimated to be the following amounts per year.**

<u>Term:</u>	<u>Amount Per Year:</u>
<b><u>October 1, 2023 – September 30, 2024</u></b>	<b><u>\$204,957.83</u></b>
<b><u>October 1, 2024 – September 30, 2025</u></b>	<b><u>\$209,728.01</u></b>
<b><u>October 1, 2025 – September 30, 2026</u></b>	<b><u>\$216,039.83</u></b>
<b><u>October 1, 2026 – September 30, 2027</u></b>	<b><u>\$221,132.45</u></b>
<b><u>October 1, 2027 – September 30, 2028</u></b>	<b><u>\$226,394.72</u></b>

**These amounts shall represent the following:**

**Reimbursement for a Deputy to perform the Marine Law Enforcement Services. This amount will compensate BSO only for work actually performed and completed pursuant to this Agreement. The reimbursement rate, which includes all operational costs associated with the Services to be provided, including personnel, equipment, vessel, trailer, vehicle, and fuel expenses, will be:**

<u>Term:</u>	<u>Reimbursement Rate Per Hour:</u>
<u>October 1, 2023 – September 30, 2024</u>	<u>\$98.54</u>
<u>October 1, 2024 – September 30, 2025</u>	<u>\$100.83</u>
<u>October 1, 2025 – September 30, 2026</u>	<u>\$103.87</u>
<u>October 1, 2026 – September 30, 2027</u>	<u>\$106.31</u>
<u>October 1, 2027 – September 30, 2028</u>	<u>\$108.84</u>

5. Section 4.2 of the Agreement is amended as follows:

~~4.2 Upon execution of the Agreement, County will make reasonable efforts to purchase and install a new boat lift at Boaters Park, 3300 N. Park Road, Hollywood, Florida. County will own the boat lift but, for the duration of this Agreement, BSO may use the boat lift in the performance of this Agreement and is responsible for maintaining the boat lift. The Parties agree that the performance of Marine Law Enforcement Services is not contingent upon the installation of a new boat lift and BSO shall not be excused from the performance of this Agreement if County is unable to purchase and install a new boat lift. The County shall purchase and maintain the BSO approved police radio that is to be used by the Deputy in the performance of this Agreement. County will own the radio but, for the duration of this Agreement, BSO may use the police radio in the performance of this Agreement **Intentionally Deleted**.~~

6. Section 4.4 of the Agreement is amended as follows:

4.4 **Annual Costs.**

**4.4.1 Annual Cost for Initial Term.** It is agreed by BSO that the estimated annual cost amount is only an estimate and not a guarantee or monetary obligation for Services rendered pursuant to this Agreement. The Parties understand that payments made by County to BSO are not to exceed \$1,024,060 total during the Initial Term of this Agreement unless an amendment is executed by the Parties in accordance with Section 8.15. ~~The not to exceed amount does not include monies spent to acquire the boat lift and police radio provided for in Section 4.2.~~ The Parties also understand that it will be the sole responsibility of County to monitor the cumulative amount of payments made to BSO for the Services and to notify BSO prior to the reaching the \$1,024,060 total allotment, at which time the Parties may negotiate an amendment to the Agreement or terminate the Agreement.

**4.4.2 Annual Cost for Renewal Term. It is agreed by BSO that the estimated annual cost amounts for the Renewal Term are only an estimate and not a guarantee or monetary obligation for Services rendered pursuant to this Agreement, as amended. The Parties understand that payments made by County to BSO are not to exceed One Million Seventy-Eight Thousand Two Hundred Fifty-Two and 84/100 Dollars (\$1,078,252.84) total during the Renewal Term of this Agreement unless an amendment is executed by the Parties in accordance with Section 8.15. The Parties also understand that it will be the sole responsibility of County to monitor the cumulative amount of payments made to BSO for the Services and to notify BSO prior to the reaching the One Million Seventy-Eight Thousand Two Hundred Fifty-Two and 84/100 Dollars (\$1,078,252.84) total allotment, at which time the Parties may negotiate an amendment to the Agreement or terminate the Agreement.**

7. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 Agreement as amended in this First 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 First 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. BSO acknowledges that through the date this First Amendment is executed by BSO, BSO has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

11. This First Amendment 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 blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 \_\_\_\_\_, 2023, and BSO, signing by and through Colonel Oscar Llerena, Department of Administration duly authorized to execute same.

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

ALEXIS  
MARRERO-  
By KORATICH  
Digitally signed by ALEXIS  
MARRERO-KORATICH  
Date: 2023.04.03 11:31:20  
-04'00'  
Alexis I. Marrero Koratich (Date)  
Assistant County Attorney

MAITE  
AZCOITIA  
By  
Digitally signed by MAITE  
AZCOITIA  
Date: 2023.04.03  
11:48:59 -04'00'  
Maite Azcoitia (Date)  
Deputy County Attorney

AIK/gmb  
First Amendment  
02/15/2023  
# 70056-0001

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND BROWARD SHERIFF'S OFFICE FOR MANATEE PATROL DEPUTY FOR  
BROWARD COUNTY**

**BSO**

DocuSigned by:  
*Oscar Llerena*  
By: \_\_\_\_\_  
BFC4A5F17055440...  
Authorized Signer

Oscar Llerena, Department of Administration

\_\_\_\_\_  
Print Name and Title

21st  
\_\_\_\_\_ day of March, 2023

Approved as to form by:

DocuSigned by:  
*T. Lee Fatica*  
By: \_\_\_\_\_ for TL  
7B285F3283C9489...  
Authorized Signer

Terrence Lynch, General Counsel

\_\_\_\_\_  
Print Name and Title

DS  
*TL*

21  
\_\_\_\_\_ day of March, 2023