



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

This First Amendment ("First Amendment") to the Interlocal Agreement between Broward County and Sheriff of Broward County providing for Seaport Security and Law Enforcement Services ("Sheriff ILA") is entered into by and between Broward County ("County"), a political subdivision of the State of Florida, and Sheriff of Broward County ("Sheriff"), a constitutional officer of Broward County, Florida (collectively, County and Sheriff are referenced as the "Parties").

RECITALS

A. This First Amendment amends the Sheriff ILA entered into by and between County and Sheriff, dated September 10, 2015, relating to the provision of Seaport Security and Law Enforcement Services within the Port Everglades Jurisdictional Area.

B. The Parties desire to amend the Sheriff ILA to provide a short extension of time to the Term.

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 Sheriff ILA. Amendments are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated. Except as modified herein, all terms and conditions of the Sheriff ILA remain in full force and effect.

2. 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) years and three (3) months ending on ~~September 30~~ December 31, 2020 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.

...

3. Effective Date. The effective date of this First Amendment shall be the date of complete execution by the Parties.

4. Counterparts. This First Amendment 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 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 _____, 2020, and the Sheriff of Broward County, duly authorized to execute same.

BROWARD COUNTY

ATTEST:

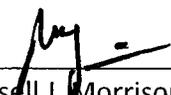
BROWARD COUNTY, by and through
its Board of County Commissioners

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
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By  9/8/2020
Russell J. Morrison (Date)
Senior Assistant County Attorney

RJM/cr/dh
09/08/2020
FirstAmd BSO Interlocal FINAL-2020-0908
#20-3032.01

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SHERIFF OF BROWARD COUNTY

WITNESSES:

Amara Clifford
Witness

Katlik
Witness

By: Gregory Tony
Gregory Tony, as Sheriff of
Broward County

3 day of September 2020

Approved as to form and legal sufficiency:

By: Terrence Lynch, General Counsel
Office of the General Counsel