



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR IMPLEMENTATION OF PROJECTS PURSUANT TO THE ENHANCED MARINE LAW ENFORCEMENT GRANT FOR GOVERNMENTAL ENTITIES FY 2022 - 2023

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and City of Fort Lauderdale, a municipal corporation of the State of Florida (“City”) (collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Agreement between Broward County and City of Fort Lauderdale for Implementation of Projects Pursuant to the Enhanced Marine Law Enforcement Grant for Governmental Entities FY 2022-2023, dated October 12, 2022 (the “Agreement”), to provide marine patrol coverage.

B. The Parties now desire to retroactively amend the Agreement to increase the rate for Daytime Marine Patrol Coverage and Aggressive Marine Patrol Coverage from \$49 per hour to \$51 per hour for all Services provided from January 1, 2023, through the end of 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 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. The effective date of this First Amendment is retroactive to January 1, 2023. City may submit or resubmit invoices for Services at the increased rate provided herein for all Services provided from January 1, 2023, through the end of the Term.

4. Compensation. Sections 4.1 and 4.2 of the Agreement are amended in relevant part as follows:

4.1. County will pay City up to a maximum amount ~~One Hundred Eighty-four Thousand, One Hundred and Four Dollars (\$184,104.00)~~ **One Hundred Ninety-One Thousand, Four Hundred Ninety-Six Dollars (\$191,496.00)** on a reimbursement basis based on the rate set forth in Sections 4.2 and 4.3 below, in the manner specified in Article 5, for eligible goods purchased or Services actually performed and completed pursuant to this

Agreement, which amount shall be accepted by City as full compensation for all such goods and Services. . . .

. . .

4.2. The rate charged by City for patrolling the waterways within Broward County shall be ~~Forty nine Dollars (\$49)~~ **Fifty-One Dollars (\$51)** per hour per officer. . . .

. . .

5. Invoices. Sections 5.1 and 5.6 of the Agreement are amended in relevant part as follows:

5.1 Invoices. City shall invoice County quarterly utilizing the form provided by the Contract Administrator **no later than ninety (90) days after the last day of the quarter for which Services are being invoiced,** and including the following information:

. . .

5.6 City will not be entitled to payment by County for any invoices received by County later than ninety (90) days after **the earlier of (a)** expiration or earlier termination of this Agreement **or (b) the last day of the quarter for which Services are being invoiced in accordance with Section 5.1.**

6. Program Funds. Section 2 of Exhibit A is deleted in its entirety and replaced with the following (bold/underlining omitted):

2. **Program Funds:**

	Not-to-Exceed Amount
Daytime Patrol in zones: IV-A, V, VI, VI-A (2,496 hours at \$51 per hour):	\$127,296.00
Aggressive Patrol in zones: IV-A, V, VI, VI-A (1,200 hours at \$51 per hour):	\$61,200.00
Marine Law Enforcement training classes for three officers:	\$3,000.00
Total Costs:	\$191,496.00

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

10. 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 County Administrator, authorized to execute same Board action on April 18, 2023 (Item #36), and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2023

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 _____
Amanda Tolbert (Date)
Assistant County Attorney

By _____
Stacey Weinger (Date)
Assistant County Attorney

AMT
EMLEG Rate Increase Amendment
04/17/2023

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CITY

CITY OF FORT LAUDERDALE

See Page 5a for City Signatures

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

