

SIXTH AMENDMENT

to

A G R E E M E N T

between

BROWARD COUNTY

and

LANDRUM & BROWN, INCORPORATED

for

CONSULTANT SERVICES RELATING TO AN
ENVIRONMENTAL IMPACT STATEMENT
FOR AN AIRPORT RUNWAY EXTENSION AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT
IN BROWARD COUNTY, FLORIDA

RLI #20030325-0-AV-01

This is the SIXTH AMENDMENT to the Agreement between: BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

LANDRUM & BROWN, INCORPORATED, an Ohio corporation, its successors and assigns, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, COUNTY and CONSULTANT entered into an Agreement dated November 4, 2003, the First Amendment dated June 29, 2004, the Second Amendment dated April 25, 2006, the Third Amendment dated June 19, 2007, the Fourth Amendment dated June 10, 2008, and Fifth Amendment dated December 1, 2009 (collectively, the "Agreement"), whereby CONSULTANT agreed to provide consultant services to the COUNTY and the Federal Aviation Administration ("FAA") to complete the existing Environmental Impact Statement ("EIS") for a proposed runway expansion consistent with the terms and conditions of that certain Memorandum of Understanding between the COUNTY and the FAA dated July 30, 2003; and

WHEREAS, the Agreement expires September 30, 2010 and the parties desire to extend the Agreement until December 31, 2011 and to make such other modifications and amendments as set forth below;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONSULTANT agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Article 5, *Term and Time for Performance*, is amended as follows:

5.1 The term of this Agreement shall begin on the date of Board approval ("Effective Date") and shall end on ~~September 30, 2010~~ December 31, 2011; provided that either party shall have the right to terminate this Agreement as set forth in Section 10.2. It is further provided that this Agreement shall terminate if funds for payment to the CONSULTANT for any COUNTY fiscal year are not budgeted and made available by the Board.
3. Truth-in-Negotiation Certificate. Execution of this Amendment by CONSULTANT shall act as the execution of a truth-in-negotiation certificate that any rates and other costs supporting the rates set forth in the Agreement, as amended hereby, are accurate, complete, and current as of the date of execution hereof.
4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the parties hereto hereby agree that this document shall control.
5. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
6. The Agreement, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained therein 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 hereby. Accordingly, it is agreed that no deviation from the terms of the Agreement, as amended hereby, shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of the Agreement, as amended, has been a joint effort of CONSULTANT and COUNTY 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.
8. Except as set forth in the Agreement, as amended, no modification, amendment or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document executed by the parties hereto.
9. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
10. CONSULTANT hereby irrevocably submits to the jurisdiction of Florida's state or federal courts in any action or proceeding arising out of or relating to the Agreement, as amended and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in Broward County, Florida, the venue situs. The parties agree that the Agreement, as amended, shall be construed and interpreted according to the laws of the state of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights either may have to a trial by jury of any such litigation.
11. In the event the Agreement, as amended, or a portion of the Agreement, as amended, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CONSULTANT elects to terminate the Agreement. The election to terminate the Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
12. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
13. No modification, amendment or alteration in the terms or conditions contained in the Agreement, as amended, shall be effective unless contained in a written document and executed by the parties hereto.
14. Multiple copies of this Sixth Amendment may be fully executed by all parties, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Sixth Amendment to Agreement on the respective dates under each signature: 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 _____, 2010, and LANDRUM & BROWN, INCORPORATED, signing by and through its Vice President duly authorized to execute same.

CONSULTANT

ATTEST:



Secretary

DENNIS E. PETERS
(Please Type Name of Secretary)

(CORPORATE SEAL)

LANDRUM & BROWN, INCORPORATED

By 
Mark A. Perryman, Vice President

7th day of JUNE, 2010



SIXTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND LANDRUM & BROWN, INCORPORATED, FOR CONSULTANT SERVICES RELATING TO AN ENVIRONMENTAL IMPACT STATEMENT FOR AN AIRPORT RUNWAY EXTENSION AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, BROWARD COUNTY, FLORIDA

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Broward
County, Florida

By _____
Mayor

____ day of _____, 2010.

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
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By  _____

By  _____
Christine C. Lee
Senior Assistant County Attorney

#03-71.48