

TENTH AMENDMENT
TO
AGREEMENT BETWEEN
BROWARD COUNTY
AND
SHERIFF OF BROWARD COUNTY
FOR LAW ENFORCEMENT SERVICES AT THE
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

This Tenth Amendment ("Tenth Amendment") is 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

Scott Israel, as the Sheriff of Broward County, Florida, hereinafter referred to as "Sheriff."

WITNESSETH:

WHEREAS, the County owns and operates the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the Broward Sheriff's Office ("BSO" or "Sheriff") performs contracted law enforcement services for the Airport pursuant to a contract services agreement between the parties dated November 12, 1996, which agreement has been amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Amendments (such agreement as amended through and including this Tenth Amendment, is hereinafter referred to as the "Airport LEO Agreement"); and

WHEREAS, the contract services provided by the Sheriff under the Airport LEO Agreement are specialized law enforcement services specifically provided by the Sheriff for the Airport and

WHEREAS, due to the addition of Concourse A to Terminal One, the Parties are desirous of adjusting the staffing level to add six (6) Deputy Sheriff positions for additional staffing to Concourse A; and

WHEREAS, the Airport LEO Agreement requires that changes in staffing levels be made by an amendment to the Agreement to reflect the new staffing level; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, and agreements hereinafter contained, said County and Sheriff hereby covenant, promise and agree with each other as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. County and Sheriff agree that **Exhibit B, Staffing Levels**, of the Agreement is hereby replaced in its entirety by **Revised Exhibit B** attached hereto. Every reference in the Agreement to **Exhibit B** shall be deemed to refer to **Revised Exhibit B**.
3. The annual compensation paid to SHERIFF will be adjusted accordingly to account for the new positions.
4. The Airport LEO 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 Airport LEO 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.
5. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
6. It is agreed that no modification, extension, amendment or alteration in the terms or conditions of the Airport LEO Agreement, as amended hereby, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
7. In the event the Airport LEO Agreement, as amended, or a portion of the Airport LEO Agreement, as amended, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate the Airport LEO Agreement. The election to terminate the Airport LEO Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
8. Preparation of the Airport LEO Agreement, as amended, has been a joint effort of County and Sheriff 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. Except as modified herein, all remaining terms and conditions of the Airport LEO Agreement shall remain in full force and effect.
10. This Tenth Amendment may be executed in up to five (5) counterparts, each of which shall be deemed to be an original.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Tenth Amendment to Airport LEO 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 _____, 2017, and SCOTT ISRAEL, as Sheriff of Broward County, duly authorized to execute same.

ATTEST: **BROWARD COUNTY**, through its
BOARD OF COUNTY COMMISSIONERS

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

By _____
Barbara Sharief, Mayor
____ day of _____, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 S.W. 45 Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  7/13/17
Alexander J. Williams, Jr. (Date)
Assistant County Attorney

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WITNESSETH:



Witness



Witness

SHERIFF OF BROWARD COUNTY

By 
SCOTT ISRAEL, SHERIFF

10 day of July, 2017

Approved as to form and legal
sufficiency subject to execution
by the parties:

By 
RONALD M. GUNZBURGER, GENERAL COUNSEL

LF

REVISED EXHIBIT "B"
Staffing Levels

Effective June 1, 2017 the staffing levels shall be as follows:

1	Captain
1	Executive Officer/Lieutenant
9	Deputy Sheriff Sergeants
87	Deputy Sheriffs
22	Airport Service Officers
1	Crime Analyst
1	Administrative Specialist II
122	TOTAL PERSONNEL