

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

This Eleventh Amendment (“Eleventh Amendment”) to the Agreement for Law Enforcement Services at the Fort Lauderdale-Hollywood International Airport is entered into between Broward County, a political subdivision of the State of Florida (“County”) and Scott Israel, as the Sheriff of Broward County, Florida (“Sheriff”) (collectively referred to as the “Parties”).

RECITALS

A. County owns and operates the Fort Lauderdale-Hollywood International Airport (“Airport”).

B. The Sheriff performs contracted law enforcement services for the Airport pursuant to an agreement between the Parties dated November 12, 1996, which agreement, sometimes referred to as the Airport LEO Agreement, has been previously amended ten times (such agreement as amended is hereinafter referred to as the “Airport LEO Agreement”).

C. The Parties are desirous of adjusting the staffing level to add one Lieutenant, one Sergeant, and one Administrative Specialist I.

D. The Airport LEO Agreement requires that changes in staffing be made by an amendment to reflect the new staffing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Airport LEO Agreement as follows:

1. The above Recitals are true and correct and incorporated herein by reference.
2. This Eleventh Amendment shall be effective as of the date it is fully executed by the Parties.
3. **Exhibit A**, Account Detail/Justification, to the Airport LEO Agreement is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto. As of the Effective Date of this Eleventh Amendment, all references to **Exhibit A** in the Airport LEO Agreement shall refer to the **Exhibit A** attached to this Eleventh Amendment.
4. **Revised Exhibit B**, Staffing Levels, to the Airport LEO Agreement is hereby deleted in its entirety and replaced with an updated **Revised Exhibit B** attached hereto. As of the Effective Date of this Eleventh Amendment, all references to **Revised Exhibit B** in the Airport LEO Agreement shall refer to the updated **Revised Exhibit B** attached to this Eleventh Amendment. The annual compensation paid to Sheriff will be adjusted accordingly to account for the additional staffing positions.

5. This Eleventh Amendment incorporates and includes all prior negotiations, correspondence, agreements, discussions, and understandings applicable to the matters contained herein. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Eleventh Amendment that are not contained in this Eleventh Amendment.

6. Preparation of this Eleventh 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 the other.

7. Except as modified in this Eleventh Amendment, all terms and conditions of the Airport LEO Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Eleventh Amendment and the Airport LEO Agreement, the Parties agree that this Eleventh Amendment shall control.

8. This Eleventh Amendment may be executed in multiple originals and 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.

9. 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Eleventh 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 _____, 2019, and SHERIFF OF BROWARD COUNTY, signing by and through its Sheriff duly authorized to execute same.

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

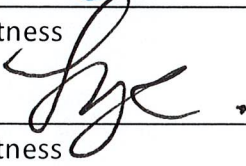
By _____
Mayor
____ day of _____, 2019

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

By  _____ (Date)
Alexander J. Williams, Jr.
Senior Assistant County Attorney

ELEVENTH AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

WITNESSETH: 

Witness


Witness

SHERIFF OF BROWARD COUNTY

By 

SCOTT ISRAEL, SHERIFF

9 day of JANUARY, 2019

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

By 

RONALD M. GUNZBURGER, GENERAL COUNSEL


EXHIBIT A – ACCOUNT DETAIL/JUSTIFICATION

Regular Salaries: Includes base salary, merits, longevity, lump sum payments, and supplements as provided by Employee Contracts for FY2018.

| <u>Classification</u> | <u>Range</u> | <u>Midpoint for Range</u> |
|------------------------------|-----------------|---------------------------|
| Captain | no range | \$68.55 |
| Executive Officer/Lieutenant | \$35.62-\$59.18 | \$45.46 |
| Lieutenant | \$35.62-\$59.18 | \$45.46 |
| Deputy Sheriff Sergeant | \$29.16-\$45.58 | \$36.62 |
| Deputy Sheriff | \$23.99-\$37.48 | \$30.11 |
| Airport Security Officer | \$15.79-\$23.33 | \$19.20 |
| Crime Analyst | \$18.76-\$27.72 | \$22.81 |
| Admin Spec II | \$18.02-\$26.62 | \$21.90 |
| Admin Spec I | \$17.28-\$25.53 | \$21.00 |

Special Pay: There is longevity, various supplements and special pay given to sworn personnel based on their qualifications. There is no maximum per incumbent.

FICA Taxes: Federal rate 7.65%, applied to salary, overtime and special pay/supplements.

Ret. Cont/Reg: Current state rate for nonsworn is 8.26%, applies to salary, special pay, supplements and overtime.

Ret. Cont/Spec Risk: Current state rate for sworn is 24.5%, applies to salary, longevity, special pay, supplements and overtime.

Life/Health Ins.: Based on rates effective 2/1/19

Worker's Comp: Current rate for Sworn: \$4,304, Non-Sworn: \$549

Please note, these are 17 /18 salary amounts, the 18/19 salary rates are still being negotiated.

REVISED EXHIBIT B - STAFFING LEVELS

| | |
|-----|------------------------------|
| 1 | Captain |
| 1 | Executive Officer/Lieutenant |
| 1 | Lieutenant |
| 10 | Deputy Sheriff Sergeants |
| 87 | Deputy Sheriffs |
| 22 | Airport Service Officers |
| 1 | Crime Analyst |
| 1 | Administrative Specialist II |
| 1 | Administrative Specialist I |
| 125 | TOTAL PERSONNEL |