

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF OF BROWARD COUNTY,  
FLORIDA AND BROWARD COUNTY RELATING TO AN AIRPORT DISTRICT PUBLIC SAFETY  
FACILITY**

This Memorandum of Understanding ("MOU") is entered into by and between Gregory Tony, Ph.D., as Sheriff of Broward County, Florida ("Sheriff") and Broward County, a political subdivision of the State of Florida ("County") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. Sheriff provides law enforcement services to County at the Fort Lauderdale-Hollywood International Airport ("FLL") pursuant to an agreement between the Parties effective October 1, 1995, which agreement, sometimes referred to as the Airport LEO Agreement, has been previously amended twelve times (such agreement, as amended, is hereinafter referred to as the "Airport LEO Agreement").

B. The Airport LEO Agreement provides that Sheriff may utilize such space at FLL to be mutually agreed upon, from time to time.

C. Sheriff currently occupies space located in Terminal 2 ("Terminal 2 Space") at FLL, for public safety purposes.

D. County has requested that Sheriff, and Sheriff has agreed to, vacate the Terminal 2 Space so as not to delay ongoing terminal redevelopment projects at FLL.

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

1. The above Recitals are true and correct and incorporated herein by reference.
2. Broward County Aviation Department ("BCAD") personnel currently occupy approximately 6,975 square feet of space in the FLL Security Building located at 3545 SW 2<sup>nd</sup> Avenue, Fort Lauderdale, FL 33315, depicted in blue in **Exhibit 1** ("Blue Space"). County agrees to temporarily relocate and move the BCAD personnel from the Blue Space to other premises selected by County.
3. Sheriff agrees to have Sheriff's personnel diligently and expeditiously vacate the Terminal 2 Space, and temporarily relocate to the Blue Space, in a manner so as not to disrupt Sheriff's ability to provide law enforcement services at FLL. All reasonable costs related to Sheriff's relocation to the Blue Space shall be paid by County, subject to written pre-approval by County (acting by and through its Broward County Administrator or their written designee), and to which approval shall not be unreasonably withheld.
4. Once Sheriff's personnel occupy the Blue Space, the Parties shall work together in good faith to jointly conceptually design (or cause to be conceptually designed) a facility for Sheriff's personnel within the FLL Security Building; such proposed facility is intended to consist of (i) 9,354 square feet of space in the FLL Security Building, depicted in purple in **Exhibit 1** ("Purple Space"),

and (ii) up to 9,000 square feet of space devoted to a mezzanine or second floor, for a potential total maximum square footage of approximately 18,354 square feet. Upon completion, the proposed facility will become the BSO Airport District Public Safety Facility (“ADPSF”).

5. Once the concept for the ADPSF is agreed upon by the Parties, County will engage, in accordance with applicable laws, rules, and regulations, an architect/engineer to prepare the necessary design and construction documents required to construct the ADPSF. The ADPSF, unless otherwise agreed to in writing by the Parties, shall have locker rooms and bathrooms within the ADPSF. Sheriff must approve the ADPSF design documents, but such approval shall not be unreasonably withheld. County shall select the architect/engineer and construction firm in accordance with County’s established procurement protocols and all applicable laws, rules, and regulations. County shall use reasonable efforts in diligently and expeditiously fulfilling its obligations under this MOU in connection with the design and construction of the ADPSF. Upon completion of the ADPSF, Sheriff’s personnel will diligently and expeditiously vacate the Blue Space and relocate to the ADPSF.

6. After the relocation of Sheriff’s personnel from the Blue Space to the ADPSF, BCAD will relocate its personnel back to the Blue Space. Sheriff shall be entitled, together with other occupants of the FLL Security Building, to reasonably use the common areas of the FLL Security Building.

7. County shall provide Sheriff with a dedicated public safety office within a terminal at FLL. The public safety office will offer Sheriff direct terminal and Airport Operations Area (AOA) access to facilitate emergency responses. The public safety office will also offer the traveling public, workers, and visitors to FLL with convenient access to Sheriff’s personnel. The location, size, and requirements of the public safety office shall be mutually agreed upon by the Parties.

8. TERM OF AGREEMENT. The term of this MOU shall commence upon full execution of this MOU by the Parties and shall remain in effect until completion of the ADPSF (as evidenced by a certificate of occupancy or other documentation indicating that the ADPSF can be legally occupied), and all other terms and conditions of this MOU have been satisfied.

9. NOTICE. Unless otherwise stated herein, for notice to a Party to be effective under this MOU, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

Notices shall be addressed as follows:

Sheriff of Broward County  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312  
Email: [oscar.llerena@sheriff.org](mailto:oscar.llerena@sheriff.org)

Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Boulevard  
Fort Lauderdale, FL 33312  
Email: Terrence\_lynch@sheriff.org

Broward County  
Attn: Monica Cepero, County Administrator  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, FL 33301  
Email: Mcepero@broward.org

Broward County  
Andrew J. Meyers, County Attorney  
115 S. Andrews Avenue, Suite 423  
Fort Lauderdale, FL 33301  
Email: Ameyers@broward.org

With a copy to:

Broward County  
Israel Fajardo, Senior Assistant County Attorney  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Email: Ifajardo@broward.org

10. MISCELLANEOUS PROVISIONS.

a) No waiver or modification of this MOU or of any condition or term contained herein shall be valid unless it is reduced to written form and duly executed by the Parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising, in any manner, out of this MOU, unless such waiver or modification is in writing and duly executed by the Parties.

b) This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this MOU shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this MOU must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

c) The preparation of this MOU 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.

d) In entering this MOU, the Parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this MOU have been completely read and that those terms are fully understood and voluntarily accepted by them.

e) This MOU may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2025; and the Sheriff of Broward County, Florida, signing by and through its duly authorized representative.

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
Monica Cepero, County Administrator

Date \_\_\_\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
320 Terminal Drive, Suite 200  
Fort Lauderdale, Florida 33315  
Telephone: (954) 359-6100

By \_\_\_\_\_  
Kailie Rush (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Israel Fajardo (Date)  
Senior Assistant County Attorney

SHERIFF OF BROWARD COUNTY, FLORIDA

Signed by:  
By: Oscar Llerena  
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Oscar Llerena  
Chief Financial Officer

Date 11/5/2025 | 13:32 PM EST

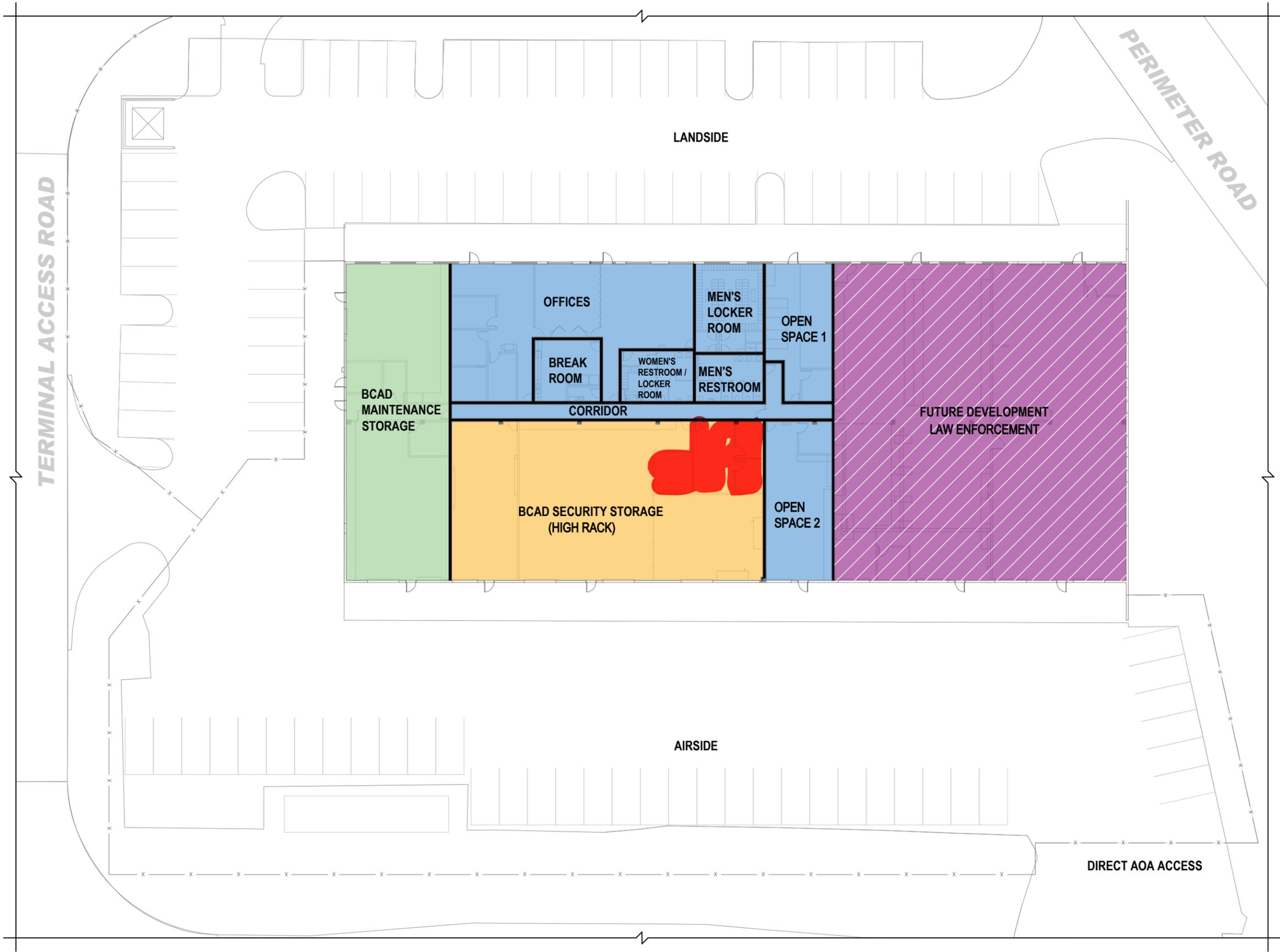
Approved as to form and legal sufficiency

DocuSigned by:  
By: Terrence Lynch  
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Terrence O. Lynch  
General Counsel/Executive Director

Date 11/5/2025 | 13:23 PM EST

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Drawing name: P:\2022 Projects\2206-014 BCAD SECURITY BUILDING ASSESSMENT\B. PROJECT PRODUCTION\1. ARCH\122-021ASB-OPTION 1.dwg Layout1 May 30, 2025 10:24am by: scaldes



**INTERIOR BUILDING SQUARE FOOTAGE (GROSS AREA)**  
= 25,032 SQ FT

BCAD MAINTENANCE STORAGE  
3,297 SQ FT

BCAD SECURITY STORAGE  
4,975 SQ FT

BSO - LAW ENFORCEMENT  
6,975 SQ FT

OFFICES  
2,577 SQ FT

BREAK-ROOM  
410 SQ FT

CORRIDOR  
682 SQ FT

MEN'S LOCKER ROOM  
620 SQ FT

WOMEN'S LOCKER ROOM  
378 SQ FT

MEN'S RESTROOM  
330 SQ FT

OPEN SPACE 1  
878 SQ FT

OPEN SPACE 2  
1,100 SQ FT

FUTURE DEVELOPMENT LAW ENFORCEMENT  
9,354 SQ FT

**INTERIOR BUILDING SQUARE FOOTAGE (NET AREA)**  
= 24,601 SQ FT

INTERIM SPACE ALLOCATION  
BCAD & BSO

