

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN BROWARD COUNTY AND THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

This is the First Amendment to the Agreement (“Amendment”) between **Broward County**, a political subdivision of the State of Florida (“County”), and the **Seventeenth Judicial Circuit in and for Broward County, Florida**, a State Courts System entity (“Recipient”), entered into as of the date this Amendment is fully executed by the Parties. The County and the Recipient are referred to collectively as the “Parties,” and individually referred to as a “Party.”

**RECITALS**

- A. On February 28, 2017, the Parties entered into an Agreement whereby County provided funds to Recipient to subsidize the costs to program participants in Recipient’s Misdemeanor Drug Court Program.
- B. The Agreement provided that County’s funding would be a one-time allocation of funds for FY 2016-2017 and that any unspent Allocated Funds remaining from FY 2016-2017 would be transferred forward for FY 2017-2018.
- C. As of the effective date of this Amendment, Allocated Funds remain unspent and the Parties wish to amend the Agreement to provide that unspent Allocated Funds will be transferred forward beyond the FY 2017-2018 until the Allocated Funds are fully expended.

**AMENDMENT**

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

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Agreement and the definitions of those terms in the Agreement are incorporated by reference into this Amendment.
2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.
3. Throughout this Amendment, stricken-through language indicates deletions and underlined language indicates additions (except as to paragraph headings that were underlined in the Agreement).
4. Section 3 of the Agreement is amended as follows:
  3. One-Time Allocation of Funds. This is a one-time allocation of funds for FY 2016-2017; provided, however, that any funds which remain unspent as of September 30, ~~2017~~ of each fiscal year shall be

transferred forward for ~~FY 2017-2018~~ the next fiscal year until fully spent for program participants' attendance at substance abuse educational courses.

5. Section 7 of the Agreement is amended as follows:

7. Method of Payment. County shall appropriate the Allocated Funds within 30 days of the Effective Date. Funds will be appropriated to the Court Administration general fund budget as outlined in the County's Operating Budget for fiscal year 2016-2017 with any remaining funds being carried forward for ~~FY 2017-2018~~ each successive fiscal year.

6. Section 13 of the Agreement is amended as follows:

13. Reporting. Prior to September 30, ~~2017~~ of each fiscal year, Recipient shall submit to County a report stating the amount of Allocated Funds used and stating with reasonable specificity the actual use of such funds.

7. Except as expressly modified herein, all terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

8. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Agreement and any provision of this Amendment, the provisions of this Amendment will prevail and be given effect.

9. The Agreement, as modified by this 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 modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. This 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.

11. This Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

12. Each individual executing this Amendment on behalf of a Party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such Party and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 \_\_\_\_\_, 20\_\_\_\_ (Agenda Item No. \_\_\_\_), and the SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: \_\_\_\_\_

Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
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By:  9/17/19

Annika E. Ashton (Date)  
Senior Assistant County Attorney

