

FIRST AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE BROWARD SHERIFF'S OFFICE  
AND  
BROWARD COUNTY  
FOR  
SUBSTANCE ABUSE DETOXIFICATION AND TREATMENT SERVICES

This is a First Amendment ("First Amendment") to Agreement made and entered into by and between BROWARD SHERIFF'S OFFICE ("SHERIFF") and BROWARD COUNTY, FLORIDA ("CONTRACTOR") (collectively referred to as the "Parties") for Substance Abuse Detoxification and Treatment Services.

WITNESSETH

**WHEREAS**, the Parties entered into an Agreement dated June 21, 2018 for CONTRACTOR to provide substance abuse detoxification and treatment services to clients referred by SHERIFF participating in its Adult Post-Adjudicatory Drug Court Expansion Program ("Program");

**WHEREAS**, the Parties desire to amend the agreement to increase the funding amount by One Hundred Thousand Dollars (\$100,000) for the remaining first term of the Agreement due to expire on June 30, 2019; and

**WHEREAS**, the Parties also desire to update the Notices section of the agreement and to extend the term to allow for an additional one (1) year pursuant to SECTION IV of the Agreement.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments set forth, the Parties agree as follows:

1. Pursuant to Section IV of the Agreement, the Agreement is extended for one (1) additional year with a new termination date of June 30, 2020.
2. SECTION V, "Consideration," is hereby amended through the first term of the Agreement to expire on June 30, 2019 and shall read as follows:

CONTRACTOR shall submit a monthly invoice to the SHERIFF's Finance Department detailing work performed. Payment will be made within thirty (30) calendar days. Objections and other payment disputes shall be resolved pursuant to the procedures provided in the Local Government Prompt Payment Act. Compensation shall be paid to CONTRACTOR at the rates reflected in Exhibit A, but the total compensation payable to the CONTRACTOR during the term of July 1, 2018, through June 30, 2019, shall not exceed ~~One Hundred Five Thousand Dollars (\$105,000)~~ Two Hundred Five Thousand Dollars (\$205,000) without the SHERIFF's express written authorization.

This Agreement is subject to the availability of funding for the Program.

3. Upon commencement of the renewed term commencing July 1, 2019, SECTION V "Consideration" shall be then amended to read as follows:

CONTRACTOR shall submit a monthly invoice to the SHERIFF's Finance Department detailing work performed. Payment will be made within thirty (30) calendar days. Objections and other payment disputes shall be resolved pursuant to the procedures provided in the Local Government Prompt Payment Act. Compensation shall be paid to CONTRACTOR at the rates reflected in Exhibit A, but the total compensation payable to the CONTRACTOR during the term of July 1, 2019, through June 30, 2020, shall not exceed One Hundred and Five Thousand Dollars (\$105,000.00) without the SHERIFF's express written authorization.

This Agreement is subject to the availability of funding for the Program.

4. SECTION XIII, "Notice," is hereby amended to read as follows: Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage to the party at the addresses designated below. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

David Scharf  
Executive Director, Department of Community Programs  
Broward Sheriff's Office  
2601 W. Broward Blvd.  
Fort Lauderdale, FL 33312

with a copy to  
Office of the General Counsel  
Broward Sheriff's Office  
2601 W. Broward Blvd.  
Fort Lauderdale, FL 33312

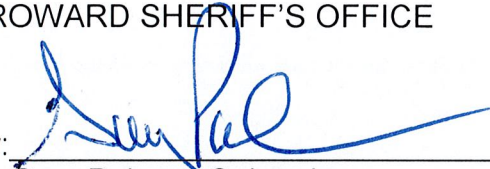
For BROWARD COUNTY:  
Jack Feinberg, Director  
Broward Addiction Recovery Division  
325 S.W. 28<sup>th</sup> Street  
Fort Lauderdale, FL 33315

5. This First Amendment shall be effective upon execution by both Parties.
6. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
7. Preparation of this First Amendment is a joint effort of the Parties.
8. Multiple copies of this First Amendment may be executed by the Parties, each of which bearing original signatures shall have the force and effect of an original document.

[The Remainder Page Intentionally Blank]


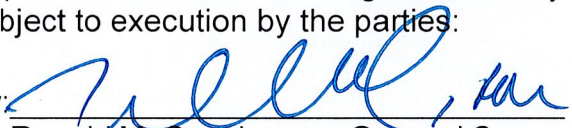
IN WITNESS, the parties hereby execute this First Amendment on the dates set forth below:

BROWARD SHERIFF'S OFFICE

By:   
\_\_\_\_\_  
Gary Palmer, Colonel  
Department of Detention  
and Community Programs

Date: 3/5/19

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

 By:   
\_\_\_\_\_  
Ronald M. Gunzburger, General Counsel

Date: 3/4/19

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement between BROWARD SHERIFF'S OFFICE and BROWARD COUNTY for Broward County substance abuse detoxification and treatment services.

COUNTY

BROWARD COUNTY, through  
its Board of County Commissioners

By: \_\_\_\_\_  
Mark Bogen, Mayor

\_\_\_\_ day of \_\_\_\_\_, 2019

**Reviewed and approved as to form:  
Andrew J. Meyers, County Attorney**

By K Gordon 3/20/19  
**Karen S. Gordon, Senior Assistant County Attorney**