

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this ___ day of _____, 2017, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

"hereinafter referred to as the "SBBC",) a body corporate and political subdivision of the State of Florida, whose principle place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SCOTT J ISRAEL, as SHERIFF OF BROWARD COUNTY, FLORIDA hereinafter referred to as the "SHERIFF," whose principle place of business is 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312.

WHEREAS, the SBBC and SHERIFF entered into an Agreement dated September 6, 2017 (hereafter "Agreement"); and

WHEREAS, SBBC and SHERIFF mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants embodied herein, and other valuable considerations, the parties to this contract mutually agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to replace Article 2.21 of the Agreement, by interlineation, to read as follows:

2.21 GED ADMINISTRATION.

2.21a **GED Testing.** The SHERIFF agrees to reimburse the SBBC for the General Education Development (GED) test cost for each inmate that participates in the GED test.

2.21b **GED Tuition.** The SHERIFF shall pay a lump sum total consideration to SBBC, not to exceed Thirty Six Thousand Dollars (\$36,000.00) which will entitle SHERIFF to One Thousand Two Hundred (1,200) individual inmate registrations on a rolling basis over multiple successive quarterly terms. One registration covers the full enrollment tuition for one term for one inmate. Any additional consideration for additional registrations, shall be agreed to be the parties and invoice to SHERIFF by SBBC throughout the term of this Agreement but subject to Grant funding. SHERIFF shall provide adequate classroom space at the Jail Facilities for training.

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) The First Amendment to Agreement; and
- b) The Agreement

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to al provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora A. Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith

Digitally signed by Janette M.
Smith
Date: 2017.12.06 16:56:44 -05'00'

Office of the General Counsel

FOR: SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

SCOTT J. ISRAEL, AS SHERIFF OF
BROWARD COUNTY, FLORIDA

ATTEST

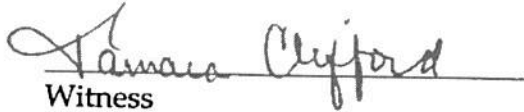
BY



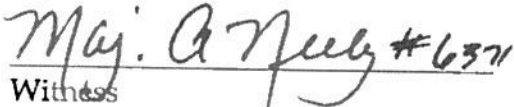
COL. GARY PALMER, Executive Director
Department of Detention

, Secretary

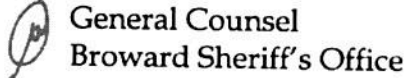
Or


Witness

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


Witness

By:


General Counsel
Broward Sheriff's Office

Date: 10/19/17

STATE OF Florida

COUNTY OF Broward


The foregoing instrument was acknowledged before me this 24th day of October, 2017 by Gary Palmer of Department of Detention
On behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did/did not first take an oath.

Type of Identification

(SEAL)



Renette Souffrant
Commission # FF945110
Expires: December 20, 2019
Bonded thru Aaron Notary


Signature - Notary Public

Renette Souffrant
Printed Name of Notary

FF 945110
Notary's Commission No.