

AMENDMENT NUMBER 2 / SECOND EXTENSION TO THE AGREEMENT FOR MISDEMEANOR PROBATION SERVICES FOR THE FOURTH JUDICIAL CIRCUIT, IN AND FOR NASSAU COUNTY, FL.

THIS Extension Agreement, entered into this 19th day of December, 2012 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, on behalf of the Chief Judge, Fourth Judicial Circuit, hereinafter referred to as "County" and the **SALVATION ARMY**, a Georgia corporation authorized to do business in the State of Florida as a foreign non profit corporation, hereinafter referred to as "Contractor" (collectively, the "parties").

WHEREAS, the parties entered into on December 1, 2008 a Contract for Misdemeanor Probation Services for the Fourth Judicial Circuit, in and for Nassau County, FL ("Contract") which would extend in one (1) year increments upon mutual agreement between the parties; and

WHEREAS, the parties entered into on November 10, 2010 an amendment to said Contract to allow for automatic extensions in one month increments; and

WHEREAS, the parties desire to amend said Contract again to allow for extension of the performance period for one (1) year increments by mutual agreement between the parties, provided the County and Court approve any change or transfer of the local probation officer hired for this Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contract is hereby extended to December 31, 2013.
2. The performance period of this Contract may be extended for one (1) year increments upon mutual agreement between the parties.
3. Article 5 – Termination shall be amended as follows:

5.1 This Contract may be terminated by the Contractor, without cause, upon three (3) months prior written notice.

5.2 This Contract may be terminated by the County or the Court with cause amounting to a material breach of the terms hereof by providing written notice to the Contractor, or without cause, in the sole and absolute discretion of the County upon providing thirty (30) days written notice to the contractor. After receipt of a Termination Notice, and except as otherwise directed by the County or the Court, the Contractor shall transfer all active files to the County or the Court, or Agency designated by the County or the Court, transfer any funds that have been collected and not yet disbursed, and assist the County or the court in an orderly transition. The right of termination provided to the County and the Court herein shall be cumulative of all other remedies available at law.

4. Article 7 – Personnel shall be amended by adding Section 7.6 as follows:

7.6 The Contractor shall not change or transfer the local probation officer hired for this contract without prior written approval of the County and the Court. Failure to obtain prior written approval is a material breach of this Contract.

5. Copies of all reports, filed in conformance with Article 4 of Attachment “A”, Misdemeanant Offender Supervision Services Scope of Services, shall be provided to the office of Nassau County Contract Management, 96135 Nassau Place, Suite 6, Yulee, Florida 32097.

6. All other provisions of said Contract not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Extension Agreement, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Daniel B. Leeper
DANIEL B. LEEPER
Its: Chairman

Attest to Authenticity
of Chairman's Signature

John A. Crawford
JOHN A. CRAWFORD
Its: Ex-Officio Clerk
MES 12.20.12

Approved as to form by the
Nassau County Attorney:
David A. Hallman
DAVID A. HALLMAN

Approved as to form and content
by the County Judge
Robert M. Foster
GRANVILLE C. BURGESS
ROBERT M. FOSTER

SALVATION ARMY
A Georgia Corporation

Stephen Ellis
By: *Stephen Ellis*
Its: ASSISTANT TREASURER

Acknowledgement

STATE OF GEORGIA
COUNTY OF NEWTON

Before me personally appeared, Stephen Ellis,
who is personally known x or produced _____ as identification,
known to be the person described in and who executed the foregoing instrument, and
acknowledged to and before me that he/she executed said instrument for the purpose therein
expressed.

WITNESS my hand and official seal, this 13th day of November, 2012.

Kelly Green
Notary Signature

Notary Public-State of _____ at large
My Commission expires:

