

**FIRST AMENDMENT**  
to  
**Nassau County Sheriff's Office**  
**School Resource Officers Contract**

This amendment to the previously executed Nassau County Sheriff's Office School Resource Contract (hereafter "First Amendment") is made and entered into between the School Board of Nassau County, Florida (hereinafter "School Board"), the Nassau County Sheriff's Office, (hereinafter "Sheriff"), and the County of Nassau, Florida (hereinafter "County"). This First Amendment will become effective upon final execution by signature of all parties.

**WHEREAS**, the parties are desirous of continuing the performance of law enforcement functions to be provided by School Resource Officers, and

**WHEREAS**, the Sheriff currently provides five (5) deputy sheriffs, each assigned to a high school or middle school campus, to perform the duties and responsibilities of School Resource Officers at Yulee area schools, Hilliard area schools, and Callahan area schools, and

**WHEREAS**, the School Board currently compensates the County for the services of the School Resource Officers;

**WHEREAS**, the County currently receives monies from the School Board for the services provided to the School Board by the Sheriff;

**WHEREAS**, the Sheriff, School Board and County previously entered into the Nassau County's Sheriff's Office School Resource Contract (hereinafter "original Agreement") as fully executed on September 23, 2013;

**WHEREAS**, the Sheriff, School Board and County seek to amend original Agreement pursuant to Paragraph 7 of original Agreement as outlined herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the parties agree to the following:

1. Paragraph 3. SERVICES of original Agreement is amended to include additional subparagraphs D, E, and F, as follows:

D. It is understood that all School Resource Officers are Nassau County deputy sheriffs and that during a state of emergency declared by any local, State, or Federal law or authority, or by the decision and sole discretion of Sheriff, may be called into service to assume all duties as deemed necessary or appropriate by Sheriff. The parties understand and acknowledge emergency services or duties may be interrupt the assigned School Resource Officer's duties under the original Agreement or this First Amendment.

E. At all times School Resource Officers are under the direct supervision of the chain of command of the Nassau County Sheriff's Office.

F. The Nassau County Sheriff's Office will maintain timely communication with the School Board designee charged with coordination of the School Resource Officers within the school district. Such communication shall include information regarding any assignments, reassignments, and any and all other Sheriff dictates regarding the School Resource Officers pertaining to the performance, job duties, or the availability of the School Resource Officers within the schools.

2. Subparagraphs A. and B. of paragraph 5. **COMPENSATION AND PAYMENT** of original Agreement are replaced and superseded as follows:

A. The School Board hereby agrees to compensate the County for the services provided by School Resource Officers for the actual regular hours worked at 75% of the average patrol deputy's hourly rate. The School Board hereby agrees to compensate the County for actual overtime hours worked by School Resource Officers at 75% of the average patrol deputy's hourly rate, for the first 500 overtime hours, as outlined further below. After 500 overtime hours are collectively performed by all assigned School Resource Officers, the School Board hereby agrees to compensate the County for actual overtime hours worked by School Resource Officers at 100% of the average patrol deputy's hourly rate, or to hire deputy sheriffs through the Sheriff's Secondary Employment program as outlined herein below. A total of ten (10) monthly invoices (one for each month during the School Year) will be submitted to the School Board by the 15<sup>th</sup> of each month from August through May.

B. The School Board will be entitled to maintain an overtime pool of 500 hours that will be available for scheduling the five (5) assigned School Resource Officers to perform services for the School Board. The School Board is responsible for determining the apportionment of this pool of 500 hours of overtime hours amongst the schools and the five (5) assigned School Resource Officers. Once the pool of 500 hours of overtime hours are expended, deputy sheriffs may be available to perform services for the School Board through the Sheriff's Secondary Employment program and according to all Sheriff's policies then pertaining to the Secondary Employment program. In the alternative, the School Board may elect to pay 100% of the average patrol deputy's hourly rate for all overtime hours for School Resource Officers services beyond the pool of 500 hours, as outlined above in this First Amendment, subject to the availability of the five (5) School Resource Officers.

3. **LIABILITY AND SOVERIGN IMMUNITY:** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by any party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

4. **SURVIVAL OF PARAGRAPHS AND TERMS OF ORIGINAL AGREEMENT:** All remaining paragraphs and terms of Nassau County Sheriff's Office School Resource Contract, as fully executed on September 23, 2013, remain in full force and effect and are incorporated by reference into this First Amendment.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

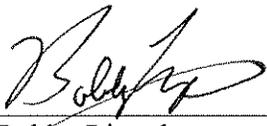
ATTEST:

**NASSAU COUNTY SHERIFF'S OFFICE**

  
\_\_\_\_\_  
Bill Leeper  
Sheriff, Nassau County, Florida

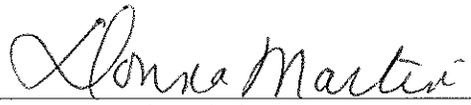
Date: 5-23-14

For the use and reliance of Bill Leeper, Sheriff, Nassau County, Florida, only approval as to form and legal sufficiency:

  
\_\_\_\_\_  
Bobby Lippelman  
General Counsel  
Nassau County Sheriff's Office

**NASSAU COUNTY SCHOOL BOARD**

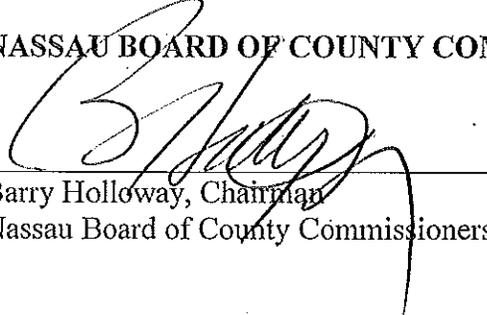
  
\_\_\_\_\_  
John L. Ruis, Superintendent  
Nassau County School Board

  
\_\_\_\_\_  
Donna Martin, Chairman  
Nassau County School Board

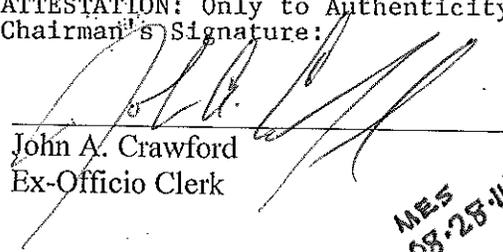
Date: 6-26-14

As authorized for execution by the Nassau County School Board at its meeting on this 26 day of June 2014.

NASSAU BOARD OF COUNTY COMMISSIONERS

  
Barry Holloway, Chairman  
Nassau Board of County Commissioners

ATTESTATION: Only to Authenticity as to  
Chairman's Signature:

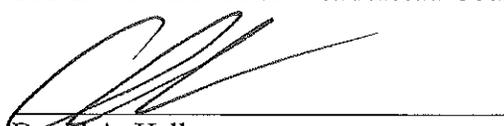
  
John A. Crawford  
Ex-Officio Clerk

MES  
08-25-14

Date: 8-25-14

As authorized for execution by the Nassau Board of County Commissioners at its meeting on  
this 25th day of August 2014.

For the use and reliance of Nassau County, only approval as to form and legal sufficiency:

  
David A. Hallman  
Nassau County Attorney

## Nassau County Sheriff's Office School Resource Officers Contract

This Agreement is made and entered into between the School Board of Nassau County, Florida hereinafter referred to as "School Board," The Nassau County Sheriff's Office, hereinafter referred to as "Sheriff," and the County of Nassau, Florida hereinafter referred to as "County."

**WHEREAS**, The parties are desirous of entering into an agreement for the performance of law enforcement functions to be provided by School Resource Officers, and

**WHEREAS**, The Sheriff is agreeable to provide five (5) officers, each assigned to a high school or middle school campus, to perform the duties and responsibilities of School Resource Officers at Yulee area schools, Hilliard area schools, and Callahan area schools, and

**WHEREAS**, The School Board is agreeable to compensate the County for the services of the School Resource Officers, and

**WHEREAS**, The County is agreeable to receive monies from the School Board for the services provided to the School Board by the Sheriff.

**NOW, THEREFORE**, In consideration of the mutual understandings and covenants set forth herein, the parties agree to the following:

1. **PURPOSE:** The purpose of this Agreement is to foster better relations between students and law enforcement personnel; to deter crime on or about school premises by the presence of a law enforcement officer; to enforce local, state, and federal laws; and to have a School Resource Officer available for presentations to the students, faculty, and parents concerning law enforcement and various subjects related to the law.
2. **TERM:** The term of this agreement is from one week before the first day of school through the last day of school each School Year, and shall be automatically continued from year to year unless the Agreement is terminated by either party upon thirty (30) days written notice.
3. **SERVICES:**
  - A. The Sheriff agrees to provide to the School Board five (5) School Resource Officers who meet the position description; provide the officers necessary uniforms, equipment and transportation; and to provide opportunities for the officers to acquire the necessary certification to maintain status in the Nassau County Sheriff's Office. In the event that an assigned School Resource Officer is sick for more

than two (2) days, the Sheriff agrees to provide another officer to fill that vacancy until the assigned officer returns.

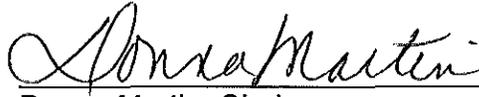
- B. The School Board agrees to compensate the Sheriff by reimbursing the County for 75% of the average annual salary and benefits of a patrol deputy for each School Resource Officer employed. Current benefits include: FICA, Medicare and retirement. A salary and benefit schedule is attached to this Agreement, and an updated salary and benefit schedule will be sent to the School Board annually by October 1 as part of this contract. The School Board agrees to the School Resource Officers working with the Sheriff's Office during Christmas Vacation, Spring Break and Summer Vacation, in return for the Sheriff's Office furnishing each deputy's uniforms, equipment, vehicle and vehicle maintenance. The Sheriff agrees to schedule required officer training during these vacation periods when possible.
  - C. The County agrees to accept from the School Board the agreed upon compensation for the salary and benefits of the School Resource Officers.
4. **COOPERATION:** It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the School Board, its offices, agents, and employees so as to facilitate the performance of this Agreement.
5. **COMPENSATION AND PAYMENT:**
- A. The School Board hereby agrees to compensate the County for the services provided by the Sheriff for the actual regular hours worked and actual overtime hours worked, at 75% of the average patrol deputy's hourly rate. A total of ten (10) monthly invoices (one for each month during the School Year) will be submitted to the School Board by the 15<sup>th</sup> of each month from August through May.
  - B. The School Principal to which the School Resource Officer is assigned shall authorize overtime costs. Overtime hours will be capped at 100 hours per officer, per school year, and compensation to the county shall be as outlined in paragraph 5 A.
  - C. The School Board hereby agrees to reimburse the officers for mileage and per diem travel expenses for the officers to attend state/regional School Resource Officer meetings and other in-service training recommended by the district.
6. **TERMINATION:** This Agreement may be terminated by any party at any time without cause upon not less than thirty (30) days written notice delivered by certified mail, return receipt requested, or in person to the other parties.

7. **AGREEMENT**: Any alterations, amendments, deletions, or waivers of any provision of this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

ATTEST:

  
John L. Ruis, Superintendent  
Nassau County School Board

  
Donna Martin, Chairman  
Nassau County School Board

Date: 6-27-13

As authorized for execution by the Nassau County School Board at its meeting on:

June 27, 2013

  
Daniel B. Leeper, Chairman  
Nassau Board of County Commissioners

  
John A. Crawford  
Ex-Officio Clerk  
  
MBS  
09-24-13

Date: 9-23-13

As authorized for execution by the Nassau Board of County Commissioners at its meeting on:

September 23, 2013

  
Bill Leeper  
Nassau County Sheriff

80-2 M T-22-21  
Nassau County Sheriff  
Bill Leeper

For the use and reliance of Nassau County only approval as to firm and legal sufficiency:

  
David A. Hallman  
Nassau County Attorney