SECOND AMENDMENT

to

Nassau County Sheriff's Office School Resource Officers Contract

This second amendment to the previously executed Nassau County Sheriff's Office School Resource Contract (hereafter "Second 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 Second 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 Sheriff's Office School Resource Contract (hereafter "original Agreement") as fully executed on September 23, 2013, and as amended by the First Amendment to Nassau County Sheriff's Office School Resource Officers Contract (hereafter "First Amendment") as fully executed on August 25, 2014;

WHEREAS, the Sheriff, School Board and County seek to amend original Agreement and First Amendment 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. Subparagraph A, paragraph 5. **COMPENSATION AND PAYMENT** of the First Amendment is replaced and superseded as follows: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

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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 eleven (11) monthly invoices will be submitted to the School Board by the 15th of each month from August through June.

2. SURVIVAL OF PARAGRAPHS AND TERMS OF ORIGINAL AGREEMENT AND FIRST AMENDMENT: All remaining paragraphs and terms of Nassau County Sheriff's Office School Resource Contract, as fully executed on September 23, 2013, and all remaining paragraphs and terms of the First Amendment Nassau County Sheriff's Office School Resource Contract, as fully executed on August 25, 2014, including all provisions of liability and sovereign immunity, remain in full force and effect and are incorporated by reference into this Second 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: 6-14-16

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 Y. Ruis	Xonna Martin
John LoRuis, Superintendent	Donna Martin, Chairman
Nassau County School Board	Nassau County School Board
Date: 7-28-15 As authorized for execution by the Nassau Co of July 2016.	ounty School Board at its meeting on this <u>28</u> day
NASSAU BOARD OF COUNTY COMMI Fat-Edwards, Charman	John A. Crawford
Nassau Board of County Commissioners Walter J. Boatright	Ex-Officio Clerk
Date: 8-17-16	WEE'18.16
As authorized for execution by the Nassau Bothis <u>17th</u> day of <u>August</u> 2016.	oard of County Commissioners at its meeting on
For the use and reliance of Nassau County, or	nly approval as to form and legal sufficiency:
Mike Mullip	
Nassau Courte Attorney	