

**FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER
PROGRAM AGREEMENT**

THIS FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT, (the "**First Amendment**") is made and entered into as the ___ day of _____ 2010, by and between **THE VILLAGES CHARTER SCHOOL, INC.** (hereinafter referred to as the "Charter School"), **THE SUMTER COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the "Sheriff") and **THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, "hereinafter referred to as BOCC"), all of whom are collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into and executed that certain School Resource Officer Program Agreement (the "Agreement") and now wish to amend the same.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and adequacy of which is hereby acknowledged, and other good and valuable consideration between the parties, who, intending to be legally bound, agree as follows:

1. **Recitals.** The Recitals set forth above are true and accurate in all material respects and are adopted and incorporated as if stated herein.

2. **Amendment:** The first sentence of Article IV of the Agreement is deleted in its entirety and replaced with the following language:

The Charter School agrees to pay for the period of this contract starting July 1, 2010 fifty-percent (50%) of the average annual salary and benefits of the deputies of the Sheriff multiplied by the number of SRO used.

The remaining terms of Article IV remain unchanged.

3. **Application:** The terms described in Section 2 of this Amendment shall be applied retroactively, beginning July 1, 2010, and any monies paid in excess of the amounts described in Section 2 herein shall be refunded to the Charter School. All terms specifically defined in the Agreement shall have the same defined meaning in this Amendment.

4. **Counterparts.** This First Amendment may be executed by the parties in counterparts and the executed counterpart originals shall be deemed by the parties as a single executed and binding original. Copies of signed counterparts sent by facsimile or electronic mail shall be deemed originals for the purposes of this Amendment.

5. **Conflict:** If any terms of this Amendment and the Agreement are found to be in conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first written above.

ATTEST: GLORIA HAYWARD
CLERK OF COURT, SUMTER
COUNTY

SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS (Tenant)

Deputy Clerk

By: _____
Doug Gilpin, Chairman

DATE: _____

THE VILLAGES CHARTER SCHOOL,
INC.

By: _____
GARY LESTER, CHAIR

DATE: _____

THE SUMTER COUNTY SHERIFF'S OFFICE

By: _____
BILL FARMER, SHERIFF

DATE: _____