

FOURTH AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

JOINT COMPREHENSIVE RECYCLING PROGRAM

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Between

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JOINT COMPREHENSIVE RECYCLING PROGRAM

This is a Fourth Amendment to the Interlocal Agreement between BROWARD COUNTY ("COUNTY"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

The SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter referred to as the "SCHOOL BOARD."

WHEREAS, the COUNTY and SCHOOL BOARD entered into an Interlocal Agreement for recycling services under the Broward County Recycling Program, on October 26, 1999, which was amended by the First Amendment, dated June 25, 2002, the Second Amendment, dated June 8, 2004 and the Third Amendment, dated June 14, 2005 (collectively "Agreement"); and

WHEREAS, the Agreement expires on June 30, 2006; and

WHEREAS, the parties desire to amend the Agreement to provide for an extension of the term; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. The foregoing recitals are true, correct and incorporated into this Amendment by this reference.
2. Article 6, entitled "TERM AND TERMINATION," subsections 6.1 and 6.2 of the Agreement are hereby amended to read as follows:

- 6.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on ~~June~~ September 30, 2006.
- 6.2 All duties, obligations, and responsibilities required by this Agreement shall be completed no later than ~~June~~ September 30, 2006. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
3. The effective date of this Fourth Amendment to Interlocal Agreement shall be on the date it is fully executed by both parties.
4. Except as set forth herein, all of the terms and conditions contained within the Interlocal Agreement, as amended, shall remain in full force and effect and are incorporated herein by reference.
5. In the event of any conflict or ambiguity between this Fourth Amendment and the Interlocal Agreement, the parties hereto hereby agree that this document shall control.
6. This Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.
7. **Background Screening.** COUNTY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that COUNTY and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SCHOOL BOARD in advance of COUNTY or its personnel providing any services under the conditions described in the previous sentence. COUNTY will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to COUNTY and its personnel. The Parties agree that the failure of COUNTY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SCHOOL BOARD to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, COUNTY agrees to indemnify and hold harmless SCHOOL BOARD, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in COUNTY'S failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by COUNTY or SCHOOL BOARD of sovereign immunity or of any rights conferred by Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to Interlocal Agreement for Joint Comprehensive Recycling Program on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and the SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, signing by and through its Chairperson, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY

COMMISSIONERS

County Administrator
Ex-Officio Clerk of the Board
of County Commissioners
of Broward County, Florida

By: _____
Mayor
____ day of _____, 20____

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFERY J. NEWTON, County Attorney
Governmental Center, Rm 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telephone: (954) 357-6968

By: _____
Purvi A. Bhogaita
Assistant County Attorney

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COUNTY AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, FOR
JOINT COMPREHENSIVE RECYCLING PROGRAM

SCHOOL BOARD

ATTEST:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

Franklin L. Till, Jr.
Superintendent of Schools

By _____
Benjamin J. Williams, Chair

_____ day of _____, 20____

Approved as to form:



School Board Attorney

_____ day of _____, 20____

PAB:dmv
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