

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

for

JOINT COMPREHENSIVE RECYCLING PROGRAM

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JOINT COMPREHENSIVE RECYCLING PROGRAM

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY,"

AND

THE SCHOOL BOARD OF BROWARD COUNTY, hereinafter referred to as "SCHOOL BOARD."

WHEREAS, COUNTY and SCHOOL BOARD have a mutual interest in supporting the Broward County's recycling program; and

WHEREAS, COUNTY desires compliance with State of Florida's regulations, and seeks to provide recycling services in its effort to meet Florida's recycling and solid waste reduction goal; and

WHEREAS, SCHOOL BOARD desires to receive recycling services under said program, and COUNTY's provision of such would aid COUNTY in complying with the Florida Solid Waste Reduction Act of 1988; and

WHEREAS, to enhance conservation of our natural resources by recycling, the COUNTY desires to provide a comprehensive recycling program with SCHOOL BOARD by allowing SCHOOL BOARD campuses and facilities to actively participate in a comprehensive recycling/waste reduction program; and

WHEREAS, a joint recycling program between SCHOOL BOARD and the COUNTY shall permit SCHOOL BOARD to reduce its need for waste disposal services, thereby reducing its cost of waste management expenses; and

WHEREAS, negotiations pertaining to the services to be performed under the terms of this Agreement were undertaken between COUNTY and SCHOOL BOARD negotiators, and this Agreement incorporates the results of those negotiations; and

WHEREAS, the parties desire to enter into this Interlocal Agreement as authorized by Chapter 163, Florida Statutes; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and SCHOOL BOARD agree as follows:

ARTICLE 1 RECITATIONS

- 1.1 The parties agree that the foregoing recitations are true and correct and are hereby incorporated by this reference as if fully set out herein.

ARTICLE 2 DEFINITIONS AND IDENTIFICATIONS

- 2.1 **Agreement** - means this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 2.2 **School Board** - The School Board of Broward County, Florida.
- 2.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Recycling and Contract Administration Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SCHOOL BOARD and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 2.4 **COUNTY** – The Broward County Board of County Commissioners.
- 2.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

- 2.6 **Effective Date** – The date this Agreement is fully executed by both parties.
- 2.7 **Project** - The Project consists of the services described in Article 3.
- 2.8 **Project Director** - The COUNTY employee directed by the Contract Administrator, in writing, to be responsible for the administration of this Agreement as it pertains to policy, procedures, and services rendered to SCHOOL BOARD.
- 2.9 **Project Manager** - The SCHOOL BOARD employee, as designated by SCHOOL BOARD in writing, who shall coordinate the delivery of services as defined by this Agreement with the Project Director.

ARTICLE 3
SCOPE OF SERVICES AND
COUNTY RESPONSIBILITIES

- 3.1 COUNTY agrees to provide the services set forth in this Agreement and Exhibit "A," attached hereto and made a part hereof.
- 3.2 COUNTY represents that it has the expertise, personnel, and facilities required to provide the services set out in this Agreement.
- 3.3 The Project Manager shall receive counsel from the Project Director as needed either in person, via telephone or via electronic mail, and Project Director shall provide direction as to management, administration, and operation of the program.
- 3.4 COUNTY shall manage and provide recycling collection contract administration services for SCHOOL BOARD and provide external collection containers for SCHOOL BOARD use during the Agreement period.
- 3.5 COUNTY shall, on an as-needed basis, provide customer service, site visits, materials delivery and other program support services and activities for the SCHOOL BOARD during the Agreement period.
- 3.6 COUNTY shall on an as-needed basis provide program materials and internal recycling bins for the SCHOOL BOARD during the Agreement period.
- 3.7 COUNTY shall provide the Project Manager a full written report of the project status at least once per quarter. Such reports shall include, but not be limited to, information regarding the number of personnel trained, number of containers provided and service, collection schedule of SCHOOL BOARD, revenues earned and tonnage of recycled materials collected.

ARTICLE 4
FUNDING, METHOD OF PAYMENT AND
SCHOOL BOARD RESPONSIBILITIES

- 4.1 SCHOOL BOARD agrees to pay COUNTY, Fifty Eight Thousand Two Hundred Fifty Dollars (\$58,250.00) per month for the term of this Agreement unless sooner terminated, as provided herein, for work performed under this Agreement. The first payment shall be prorated for the period of time from the Effective Date to the end of that month. Thereafter, the COUNTY shall invoice SCHOOL BOARD in equal monthly payments of Fifty Eight Thousand Two Hundred Fifty Dollars (\$58,250). These funds shall provide for contract collection and processing services, administrative and contract management services, program support services, program containers and materials and other operational expenses. The monthly rate shall be applied if Agreement is extended pursuant to Article 5.3. The parties agree that all invoices shall be directed to the Project Manager at SCHOOL BOARD.
- 4.2 Recyclables revenues that are generated through this Project shall be rebated to the SCHOOL BOARD on a quarterly basis by the COUNTY based on the tons of recyclables collected from the SCHOOL BOARD.

ARTICLE 5
TERM AND TIME OF PERFORMANCE

- 5.1 This Agreement shall commence on the Effective Date, as defined herein, and shall continue in full force and effect, terminating on September 30, 2009, unless sooner terminated as provided herein. In the event of termination, SCHOOL BOARD shall not be obligated to pay any fees for services beyond the effective date of termination.
- 5.2 This Agreement may be unilaterally terminated by either party, provided that thirty (30) days' written notice of such termination is given to the other party pursuant to Article 8.3 of this Agreement.
- 5.3 This Agreement shall automatically be renewed for two (2) consecutive one-year terms unless either party elects not to do so. Election not to renew shall be by written notice to the other party at least 120 days prior to the end of the then current term.

ARTICLE 6
CHANGE IN SCOPE OF SERVICES

- 6.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.13 below.

ARTICLE 7
INDEMNIFICATION

- 7.1 COUNTY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 8
MISCELLANEOUS

8.1 AUDIT RIGHT AND RETENTION OF RECORDS

The COUNTY and the SCHOOL BOARD shall have the right to audit the books, records, and accounts of each other that are related to this Project. SCHOOL BOARD and COUNTY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of SCHOOL BOARD and COUNTY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, SCHOOL BOARD and COUNTY shall make same available at no cost to COUNTY and SCHOOL BOARD in written form.

SCHOOL BOARD and COUNTY shall preserve and make available, at reasonable times for examination and audit by COUNTY and SCHOOL BOARD, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY and SCHOOL BOARD to be applicable to SCHOOL BOARD's and COUNTY's records, SCHOOL BOARD and COUNTY shall comply with all requirements thereof; however, no

confidentiality or non-disclosure requirement of either federal or state law shall be violated by SCHOOL BOARD and COUNTY. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's and SCHOOL BOARD's disallowance and recovery of any payment upon such entry.

8.2 INDEPENDENT CONTRACTOR

COUNTY is an independent contractor under this Agreement. Services provided by COUNTY pursuant to this Agreement shall be subject to the supervision of SCHOOL BOARD. In providing such services, neither COUNTY nor its agents shall act as officers, employees, or agents of the SCHOOL BOARD. No partnership, joint venture, or other joint relationship is created hereby. SCHOOL BOARD does not extend to COUNTY or COUNTY's agents any authority of any kind to bind SCHOOL BOARD in any respect whatsoever.

8.3 THIRD PARTY BENEFICIARIES

Neither SCHOOL BOARD nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director
Recycling & Contract Administration Division
Bureau of Waste and Recycling Services
1 North University Drive, Suite 400-B
Plantation, Florida 33324

FOR SCHOOL BOARD:

Director
Athletics and Student Activities
600 SE Third Avenue, 3rd Floor
Fort Lauderdale, Florida 33301

8.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.6 MATERIALITY AND WAIVER OF BREACH

COUNTY and SCHOOL BOARD agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.7 COMPLIANCE WITH LAWS

COUNTY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.8 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SCHOOL BOARD elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.9 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of

all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.10 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, SCHOOL BOARD and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

8.12 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SCHOOL BOARD.

8.13 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.14 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by SCHOOL BOARD shall serve as SCHOOL BOARD's required certification that it either has or that it will establish a drug-free work place in accordance with Chapter 21.31 (a)(2) of the Broward County Procurement Code.

8.15 INCORPORATION BY REFERENCE

The truth and accuracy of each Whereas clause set forth above is acknowledged by the parties. The attached Exhibit A is incorporated into and made a part of this Agreement.

8.16 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

8.17 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 is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

8.18 MULTIPLE ORIGINALS

This Amendment may be executed in up to four (4) counterparts, each of which shall be deemed to be an original.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: 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 SCHOOL BOARD, signing by and through its Chair, 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 NEWTON County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telephone: (954) 357-6968

By: _____
Purvi A. Bhogaita
Assistant County Attorney

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

SCHOOL BOARD

ATTEST:

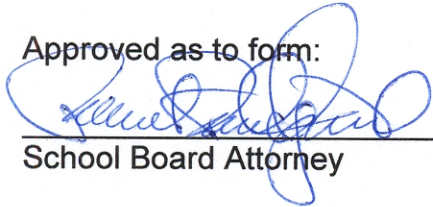
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

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
8/18/06
8/14/06
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**Agreement between Broward County and Broward County Public Schools for Joint
Comprehensive Recycling Program**

Exhibit A – Broward County Scope of Services

Task	Services
<p>1.0 – Program Administrative and Contract Management Services</p>	<p>Services includes overall program management, collection and processing contract administration including:</p> <ul style="list-style-type: none"> • Review and approval of program invoices and contractor payments; liaison with contractor • Supervision and direction of program support staff • Oversight of program customer service • Liaison with School Board administrative, school-level staff and organizations as well as County staff for development of program outreach strategies • Supervision of program data management • Preparation of program reports and analyses • Program budget administration <p>Task 1 services will be primarily performed by the Schools and Government Recycling Program Coordinator (a Contracts and Grants Administrator III; or ‘Program Coordinator’) with administrative support from RCAD’s Secretary II. Supervision of the Program Coordinator is performed by the County’s Recycling Program Manager.</p>
<p>2.0 – Program Support Services</p>	<p>These services will include:</p> <ul style="list-style-type: none"> • Program customer service and complaint resolution • Program data entry and management • Program supply and materials deliveries and site inspections • Event staffing, etc. • Liaison with school-level staff including environmental clubs, organizations, PTAs, etc. <p>Task 2 services will be coordinated and performed primarily by Student Recycling Aides (SRAs) with additional support from a Special Projects Coordinator. Direct supervision of support staff is performed by the Program Coordinator.</p>
<p>3.0 – Program Contract Services</p>	<p><u>Collection:</u></p> <p>Provide for weekly contracted recycling collection services from approximately 340 dumpsters at all BCPS schools and facilities (approximately 225 currently in program). Some schools or facilities may require more frequent collection service. Provide for collection of roll-out cart (approximately 120 currently in service) at BCPS that require such service. Note: Cart services to be phased out at schools and facilities not needing these services.</p> <p>New BCPS schools or facilities will be eligible for collection and related services at no</p>

	<p>additional charge to BCPS during the term of this ILA.</p> <p>Special collections, emergency and extra lift as well as dumpster delivery, maintenance and replacement are also included.</p> <p><u>Processing & Marketing:</u></p> <p>Target recyclables generated within BCPS classrooms, administrative and staff offices, workstations, copier rooms, print shops, shipping and receiving operations, bookstores, libraries, staff and student dining and food preparation areas, and some campus common areas. BCPS will be responsible for delivery of recyclables from target areas to recycling collection dumpsters. All MIXED PAPER can be combined into the same collection container.</p> <p>The following recyclable materials will be collected, processed and marketed through the program:</p> <p>MIXED PAPER Products including:</p> <ul style="list-style-type: none"> • flattened corrugated cardboard • chipboard boxes • office and copier paper • newspapers • envelopes and junk mail • magazines and catalogs • manila folders • computer paper & laser printer paper • books, telephone books • print shop paper, note pads, etc. <p>COMMINGLED Food and Beverage Containers including:*</p> <ul style="list-style-type: none"> • aluminum cans • steel cans of 2-gallons or less • aseptic juice boxes, milk and juice cartons • glass bottles and jars • plastic bottles and jugs #'s 1, 2 & 3 <p>* COMMINGLED materials must be bagged in see-through plastic bags and can then be placed in the same recycling dumpster along with MIXED PAPER products.</p>
<p>4.0 – Program Materials</p>	<p>RCAD shall provide Program materials and items including:</p> <ul style="list-style-type: none"> • Classroom and centralized recycling collection bins • Program specific recycling bin labels • Program informational items including flyers, publication and distribution of <i>Recycling Report Card</i> • Program display supplies

<p>5.0 – Other Program Operational Expenses</p>	<p>Includes the following miscellaneous pro-rata support services:</p> <ul style="list-style-type: none"> • Motor pool and vehicle expenses • Telephone support • Office supplies • County attorney services
<p>6.0 – Recyclables Revenue Payments to BCPS</p>	<p><u>Recyclables Revenues:</u></p> <p>Revenues earned from the sale of recyclables collected through this program will rebated 100% to BCPS based on their overall tonnage contribution. The County will rebate BCPS for program revenues on a quarterly basis.</p>