

**ADDENDUM TO COOPERATIVE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA AND  
PALM BEACH COUNTY SHERIFF'S OFFICE**

This is an Addendum to the Cooperative Agreement between The School Board of Palm Beach County, Florida ("School Board") and the Palm Beach County Sheriff's Office, dated the 20th day of September, 2006 (the "Agreement"). This Addendum is intended by the parties to modify, supplement, and/or add to the provisions of the Agreement as follows:

Paragraph I(C) "Insurance" shall be stricken in its entirety and replaced as follows: Insurance: [The Agency is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient liability and Workers' Compensation self-insurance funds as required by law throughout the term of this Agreement. The School Board shall be entitled to 30 days written notice of any changes or cancellation in the insurance coverage. Failure of the Agency to provide insurance for the duration of this Agreement shall be considered a material default under this Agreement and subject to a 30-day termination by the School Board.]

Paragraph I(D) "Indemnity" shall be stricken in its entirety and replaced as follows: Indemnity: [To the extent permitted by law and limited in FSS 768.28, the Agency agrees to indemnify and hold harmless the Palm Beach County School Board from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss, including court costs and attorney fees, which may result or which the Palm Beach County School Board might suffer arising out of the negligent or wrongful acts or omissions of the Agency, its officers, agents and employees, while in the performance of this Agreement. This article shall survive termination of this Agreement.

To the extent permitted by law and limited in FSS 768.28, the Palm Beach County School Board agrees to indemnify and hold harmless the Agency from and against all claims, actions, liabilities, losses (including economic losses), cost arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss, including court costs and attorney fees, which may result or which the Agency might suffer arising out of the negligent or wrongful acts or omissions of the Palm Beach County School Board, its officers, agents and employees, while in the performance of this Agreement. This article shall survive termination of this Agreement.]

Palm Beach County Sheriff's Office

The School Board of Palm Beach County

By: \_\_\_\_\_

By: \_\_\_\_\_

Thomas E. Lynch  
Chairman

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_