

Business Operations
Ofelia San Pedro, Deputy Superintendent

**SUBJECT: PROPOSED MODIFICATION TO THE HOMESTEAD
 EDUCATIONAL FACILITIES BENEFIT DISTRICT INTERLOCAL
 AGREEMENT**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

The School Board, at its meeting of June 16, 2004, authorized entering into an Interlocal Agreement with Miami-Dade County (County) and the City of Homestead (City), for the purpose of creating an Educational Facilities Benefit District (EFBD) in the City of Homestead. Creation of the EFBD was intended to help meet the educational needs to be generated by an estimated 9,200 new residential units, which will be constructed over the next several years within portions of the City. These developments will create an estimated combined demand for approximately 4,740 new student stations.

The Miami-Dade County Board of County Commissioners approved the petition creating the EFBD on January 20, 2005. At that time, the Commission requested that the City and the School Board indemnify the County in this regard. The School Board Attorney's Office, in conjunction with the Office of Risk and Benefits Management, County Attorney's Office, City and developer, have generated proposed modifications to the EFBD Interlocal Agreement to address this issue. In addition, the proposed modification to the EFBD Interlocal Agreement will also include corrections of several scribes' errors and other non-substantive revisions.

Proposed modifications to the EFBD Interlocal Agreement are as follows:

Section 7. Facilities Funding and Construction, the first sentence of paragraph two shall be modified to read, "The first K-8 school shall be built on such parcel of land as may be acceptable to the School Board, EFBD and City".

Section 18. Indemnification, the first paragraph shall be modified to read, "To the fullest extent permitted by applicable law, the School Board agrees to indemnify and hold harmless the County and its commissioners, officers, employees and agents (collectively, "Indemnified Parties") against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities, legal action or claims, to which any one or more of the Indemnified Parties may become subject under any federal or state law or other statutory law or at common law or otherwise, caused by, or arising out of, or based upon, the County's execution and participation in this Agreement, the establishment and administration of the EFBD or the operation of any schools within the jurisdiction of the EFBD and within its boundaries, except for the negligent acts or wrongful misconduct of the Indemnified Parties. Such indemnity shall be limited to the extent immunity is waived by Florida state law and will extend to any and all

expenses whatsoever incurred by any one or more of the Indemnified Parties in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, and such loss, damage, expense, liability, legal action or claim, whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim, except for the negligent acts or wrongful misconduct of the Indemnified Parties”.

The proposed modifications to the EFBD Interlocal Agreement have been reviewed and approved by the Office of Risk and Benefits Management and the School Board Attorney's Office.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the modification to the EFBD Interlocal Agreement, under the terms and conditions noted above.

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