

SCHOOL DISTRICT OF PALM BEACH COUNTY
BOARD AGENDA ITEM SUMMARY
DEPARTMENT OF REAL ESTATE SERVICES

I recommend the School Board approve the Sugarcane Purchase Renewal Agreement and the Indemnification Agreement for the 2002-2003 crop year between the School Board of Palm Beach County and U.S. Sugar Corporation for the sale of sugarcane on the 7.8 acre vacant parcel which is part of the Rosenwald Elementary School site in South Bay, Florida.

- The School District is the owner of 7.8 acres of useable farm land which is part of the Rosenwald Elementary School site. (See Exhibit "A")
- The School District and U.S. Sugar Corporation are working together to provide education to the District's students regarding the agricultural industry and its opportunities.
- Part of U.S. Sugar Corporation's participation in the District's agricultural program includes the growing and harvesting of sugar cane on the subject property.
- This active participation by U.S. Sugar Corporation in the District's agricultural educational process benefits the students at Rosenwald Elementary by affording them the opportunity to be involved as members of the S.O.A.R. (Saving Our Agricultural Resources) Project. S.O.A.R., sponsored by the University of Florida and U.S. Sugar Corporation, prepares these students to successfully continue and expand their agricultural education at the middle and high school levels.
- Based on the annual crop yield, the income generated from the farming of this property is approximately \$7,000. These proceeds are remitted to Rosenwald Elementary as the sugarcane is harvested and marketed.
- An Indemnification Agreement (attached) prepared by the District's legal counsel has been executed by U.S. Sugar Corporation.
- A copy of the Agreement is attached.

BOARD GOAL(S): 6 **KEY RESULT(S):** 10

LEGAL SIGN-OFF Yes ☒ JRA

CONTACT: William F. Malone (William.Malone)/Joseph M. Sanches

FINANCIAL IMPACT	
The Rosenwald Elementary School internal accounts will receive approximately \$7,000.	

CONSENT AGENDA ITEM

ITEM 12C-2
BOARD REPORT
NOVEMBER 19, 2002

REAL ESTATE SERVICES

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made this 19th day of ~~January, 2005~~ ~~November~~, ~~2002~~ by and between The School Board of Palm Beach County, Florida ("District") and United States Sugar Corporation ("U.S. Sugar").

RECITALS

WHEREAS, the District is the owner of 7.8 acres of useable farm land situated in close proximity to Rosenwald Elementary School, in South Bay, Florida more particularly described on Exhibit "A" (the "Rosenwald Property") (Pahokee Property and Rosenwald Property, collectively the "Property"); and

WHEREAS, the District and U.S. Sugar wish to continue to work together toward the education of young people in the agriculture industry in Palm Beach County; and

WHEREAS, the parties agree that U.S. Sugar shall participate in District's agricultural program and pursuant thereto shall grow and harvest sugar cane from the Property in exchange for payment in accordance with U.S. Sugar's Sugar Cane Purchase Renewal Agreement dated ~~January 19, 2005~~ ~~October 1, 2002~~ and the execution of this Indemnification Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. The parties warrant and represent that the foregoing recitals are accurate and correct and hereby incorporate them herein.
2. U.S. Sugar does hereby indemnify and agree to hold harmless the District, its board members, directors, officers, employees, invitees and agents of and from any costs, expenses, loss, damage, claim or liability, including reasonable attorneys' fees, arising out of or incurred or claimed in connection with U.S. Sugar, its representatives or agents, negligent activities or willful misconduct upon the Property, including, without limitation, any claims for injury or wrongful death to any person, injury or damage to property. Additionally, U.S. Sugar agrees to maintain the Property free and clear of and indemnify the District for any claims of liens for work, labor or materials performed by U.S. Sugar or its agents or contractors.
3. The District hereby agrees to hold U.S. Sugar and its directors, officers, employees, invitees and agents harmless from and against any costs, expenses, loss, damage, claim or liability arising out of or incurred or claimed in connection with the District, its representatives or agents, negligence with respect of the Property, subject to Section 768.28, Florida Statutes.
4. U.S. Sugar shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida, insurance for protection from claims under the Workers' Compensation Act and other employee benefits acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages other than to the work itself, to Property which may arise out of or result from U.S. Sugar's operation under the Agreement whether such operation be by

U.S. Sugar, its employees, invitees, or by a subcontractor of anyone directly or indirectly employed by any of them.

5. On or before the execution of this Agreement U.S. Sugar must supply District with a Certificate of Insurance as required by this section. Such Certificate shall provide written notice to District thirty (30) days prior to any cancellation of said insurance. In addition, such insurance shall be for no less than the following amounts: (a) automobile; \$500,000 per injury and per death, (b) CGL; \$1,000,000 per occurrence for both personal injury and property damage, and (C) Workers' Compensation; Statutory and Employers Liability in the amount of \$500,000.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date written above.

UNITED STATES SUGAR CORPORATION

THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA

By: _____

— By: _____

Arthur C. Johnson, Ph.D., Superintendent

_____ By: _____

_____ PRINT NAME

Chairman

_____ TITLE

PRINT NAME

REVIEWED AND APPROVED AS TO LEGAL FORM

School Board Attorney