

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE:

- A. AN INTERLOCAL AGREEMENT (ILA) WITH THE VILLAGE OF KEY BISCAYNE (VILLAGE), SETTING FORTH A FUNDING PARTNERSHIP TO FACILITATE CONSTRUCTION OF A PERMANENT EDUCATIONAL FACILITY AND RECREATIONAL FIELDS AT THE MAST ACADEMY CAMPUS (MAST), WITH IMPLEMENTATION OF PHASE I FOR SCHOOL YEAR 2012-13 VIA INSTALLATION OF PORTABLE UNITS ON THE MAST CAMPUS TO PROVIDE TEMPORARY RELIEF FOR THE KEY BISCAYNE K-8 CENTER AND TEMPORARY ACCOMMODATION FOR THE FIRST INCOMING CLASS OF NINTH GRADERS; AND
- B. A JOINT USE AGREEMENT (JUA) BETWEEN THE BOARD AND THE VILLAGE FOR USE OF THE PROPOSED RECREATIONAL FIELDS AT THE MAST CAMPUS; AND
- C. ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE THE IMPLEMENTATION OF THE ILA AND JUA

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Introduction

District staff has been in discussions with the Village of Key Biscayne (Village) over a strategic opportunity to meet a need for additional secondary educational choices for Village residents, and in a way that captures a share of secondary level students currently not attending District schools, as well as concurrent opportunities to relieve overcrowding at the Key Biscayne K-8 in a more meaningful and permanent way. After reviewing a number of possible options, discussions have now centered on construction of a permanent facility at the MAST with approximately 1,100 student stations to provide relief for current overcrowding and ongoing student enrollment growth at the Key Biscayne K-8 facility, as well as offer a continuum of education for eighth grade students transitioning to high school. The newly created student stations are meant to serve Village of Key Biscayne residents. Preliminarily, Village representatives have been receptive to the project and discussions have included a partnership through which the Village would issue

debt for the project, the cost of which is estimated at \$18 million, as well as participate in cost-sharing on a 50/50 basis.

In order to facilitate implementation of this concept for the 2012-13 school year, a phased approach would be proposed; specifically, between 8 and 10 portable units would be placed on the east side of the MAST campus, in an open green space area so as not to conflict with MAST's day-to-day operations. These units would provide for approximately 180 student stations, with allocation of stations to the incoming ninth grade and overflow from the K-8, to be determined by the District based on operational needs. The following two years, a few additional units would be added while the permanent facility is designed and built. It is envisioned that once an interlocal agreement is in place, including financing and cost sharing details, the permanent facility could be designed and built in approximately 24 months.

Proposed Terms and Conditions of Interlocal Agreement (ILA)

District staff recommends approval of an ILA between the School Board and the Village ("the Parties") under substantially the terms and conditions enumerated below.

1. As noted previously, the estimated cost of the permanent educational facility is approximately \$18 million ("the project cost"), exclusive of the proposed recreational facilities. Each party's contribution shall be based on a 50/50 cost-sharing basis, with each party contributing a not-to-exceed amount of \$9 million. If the project cost is less than \$18 million, the Parties shall share equally in the project cost reduction;
2. The Parties agree that the Village shall provide upfront financing for the project cost, based on mutually acceptable terms and conditions, including term, interest and repayment schedule, with deferral of payments by the District;
3. Disbursements by the Village shall be made to closely reflect the project schedule, in amounts and at specific times to be mutually agreed upon, at three main project stages: design commissioning, construction award, and installation of FF&E;
4. All monetary obligations of the Board under the ILA will be subject to appropriation in the annual budgetary process. Notwithstanding the provisions of paragraph 7 below, failure of the Board to appropriate sufficient moneys shall not constitute an event of default. The Board shall have the right but not the obligation to satisfy its payment obligations, in whole or in part, earlier than contemplated, or to otherwise accelerate payment, without incurring pre-payment penalties or other fees;
5. In addition to and in consideration of the proposed funding/financing collaboration outlined above, the Parties further agree to the following:
 - a. Implementation of temporary measures – The Parties agree that for school year 2012-13, the District shall install between 8 and 10 portable units on the east side of MAST to accommodate both a portion of the student overflow at the Key Biscayne K-8 and a new incoming class of ninth graders. The

allocation of student stations to each use shall be based on operational considerations, at the District's discretion. For school years 2013-14 and 2014-15, additional portable units would be placed on the MAST campus, based on need and suitability, as determined by the District.

- b. Development of recreational spaces at MAST for joint use – Subsequent to the removal of the portable units, and once the permanent facility is completed and available to students for occupancy, the parties shall collaborate on the development of the eastern portion of MAST as recreational fields, based on a mutually agreed upon plan. In the event that District funding is unavailable, the Village may opt to fund the project in its entirety.
6. The Parties agree that in the event that either the Board or the Village are unable to meet the deadline for completion of their respective obligations under the ILA due to any circumstance beyond the control of the Board and/or Village, including a force majeure event, then the time for such performance shall be extended for such reasonable period of time as may be required;
7. Except as otherwise provided in paragraph 4 above, an event of default shall be deemed to have occurred by either Party if such Party fails to observe or perform any covenant, condition or agreement of the ILA and such failure or breach continues for a period of thirty (30) days after written notice specifying the default and requesting that it be remedied is sent to the defaulting Party, provided however, that if the default is curable but cannot be cured within thirty (30) days, then the defaulting Party shall have additional time as is reasonably needed to cure same;
8. In the event that either Party is required to enforce the ILA by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including all attorneys' fees and costs (of trial, alternative dispute resolutions, or appellate proceedings); and
9. The Superintendent is the party designated by the Board to grant or deny all approvals required under the ILA.

The Office of School Facilities, District/School Operations, including School Choice, and the Office of Intergovernmental Affairs, Grants Administration, and Community Engagement, all recommend approval of the ILA. The ILA will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to final execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute:

- a. an Interlocal Agreement (ILA) with the Village of Key Biscayne (Village), setting forth a funding partnership to facilitate construction of a permanent educational facility and recreational fields at the MAST campus, with implementation of phase I for school year 2012-13 via installation of portable units on the MAST campus to provide temporary relief for the Key Biscayne K-8 Center and temporary accommodation for the first incoming class of ninth graders; and
- b. a Joint Use Agreement (JUA) between the Board and the Village for use of the proposed recreational fields at the MAST campus; and
- c. any other documents that may be required to effectuate the implementation of the ILA and JUA.

JGT:ARC