ORDINANCE NO. 2014-

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY RELATING TO THE TERMS OF PREPAYMENT AND THE BOND TAKEOUT FINANCING FOR THE MAST CAMPUS AND KEY BISCAYNE K-8 CENTER IMPROVEMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") entered into an Interlocal Agreement with the School Board of Miami-Dade County (the "School Board") to establish a funding and cost sharing collaboration to build a grade 6-12 educational facility and recreational fields at the M.A.S.T. Academy Campus (MAST), and to undertake physical improvements at the Key Biscayne K-8 Center (the "Interlocal Agreement"); and

WHEREAS, on July 2, 2013, the Village Council approved the first amendment to the Interlocal Agreement, which related to the extension of certain time frames for the completion of construction; and

WHEREAS, the School Board and Village desire to modify the terms of the Interlocal Agreement relating to prepayment and the bond takeout financing; and

WHEREAS, as such, the Village Council approves the Second Amendment to the Interlocal Agreement with the School Board, attached hereto as Exhibit "A," (the "Second Amended Interlocal Agreement") and authorizes the Village Manager to execute the same; and

WHEREAS, the Village Council hereby declares that the approval of the Second Amended Interlocal Agreement is a valid public purpose and finds that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS[1]:

Section 1. **Recitals**. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. **Second Amended Interlocal Agreement Approved.** The Village Council hereby approves the Second Amended Interlocal Agreement with the School Board, in substantially the form attached hereto as Exhibit "A."

Section 3. **Authorization.** The Village Council hereby authorizes the Village Manager to execute the Second Amended Interlocal Agreement, in substantially the form attached hereto as Exhibit "A," subject to approval as to form, content, and legal sufficiency by the Village Attorney.

Section 4. **Conflicts.** All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading

PASSED on first reading this ____ day of _____, 2014.

PASSED AND ADOPTED on second reading this ____ day of _____, 2014.

_____
MAYOR FRANKLIN H. CAPLAN

[1] Coding: underlined words are additions to existing text, struck through words are deletions from existing text, shaded text reflects changes made from First Reading.

ATTEST:

_____

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

EXHIBIT A

SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF KEY BISCAYNE, FLORIDA
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
TO ESTABLISH FUNDING AND COST SHARING COLLOBORATION TO BUILD A GRADE 6-12 EDUCATIONAL FACILITY AND RECREATIONAL FIELDS AT THE MAST ACADEMY CAMPUS

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT ("**Second Amendment**") is made and entered into this _____ day of _____, 2014, by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, its successors and assigns ("**Village**" or "**Key Biscayne**") and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a public body corporate and politic existing under the laws of the State of Florida, its successors and assigns ("**Board**"). The Village and the Board are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the Board and Village entered into that certain Interlocal Agreement dated July 16, 2012 (the "**Agreement**"), to establish funding and cost sharing collaboration to build a grade 6-12 educational facility and recreational fields at the M.A.S.T. Academy Campus ("**MAST**"), and to undertake physical improvements at the Key Biscayne K-8 Center; and

WHEREAS, the Parties entered into that certain First Amendment to the Agreement dated July 2, 2013; and

WHEREAS, the Parties are desirous of entering into this Second Amendment to further modify certain terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the Sum of Ten Dollars ($10.00) and the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The parties agree that of the $3,750,000 to be prepaid to the Village from the Bond Financing Takeout under Section 5.f.i. and 5.g. of the Agreement, only $2,000,000 will be prepaid upon execution of this agreement. The balance of $1,750,000 will be applied as follows (as

further detailed on Attachment 1, attached hereto and made a part hereof):

a. $1,264,703 will be applied as the amount paid by the Board for the Village share of the additional cost incurred plus additional cost incurred for recreational improvements made to the fields at the request of the Village.
b. The balance of $485,297 will be applied to the Village's 50% share of the construction award under Section 5.f.ii. of the Agreement.

3. Except as hereby amended by this Second Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board and the Village caused this Second Amendment to be executed by their respective and duly authorized officers as of the day and year first hereinabove written.

VILLAGE OF KEY BISCAYNE

By:_____
Name:_____
Title:_____
Date:_____

Attest: _____
Village Clerk

TO THE VILLAGE:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
~~Alberto M. Carvalho~~ Tabitha Fazzino
~~Superintendent of Schools~~ Designee
Date: 3/20/14

TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

3/20/14
School Board Attorney

ATTACHMENT 1

Key Biscayne School Projects Funding Plan Between Village of Key Biscayne (KB) & School Board (SB):

Project	Type	Funding Date	Amounts (Preliminary)	SB	VKB
Mast 6-12	Fields *	FY 12-13	1,500,000	$ 750,000	$ 750,000
Mast 6-12	Design	Nov-12	2,000,000	$ 1,000,000	$1,000,000
KB K-8	Renovation	Nov-12	2,000,000	$ 2,000,000	
		Sub-Ttl	5,500,000	$ 3,750,000	$1,750,000
Second Amendment 2.b. Calculation			Actual		
Mast 6-12	Fields- Construction	9/16/2013	1,385,768	692,884	692,884
Mast 6-12	Fields- Soft Costs	9/16/2013	230,518	115,259	115,259
Mast 6-12	Fields- VKB Upgrade	9/16/2013	1,206,560		1,206,560
			2,822,846	808,143	2,014,703
Mast 6-12	Fields VKB Credit*	FY 12-13	(1,500,000)	$ (750,000)	$ (750,000)
	Difference		1,322,846	58,143	1,264,703 (1)

SB Reimbursed to VKB after GOB Issuance	$ 3,750,000
Second Amendment 2. Prepaid	$ (2,000,000)
Second Amendment 2. a. Applied (1)	$ (1,264,703)
Second Amendment 2. b. Balance To Be Applied to the VKB 50% Share of Construction Costs	$ 485,297