



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools

Alberto M. Carvalho



March 11, 2016

Miami-Dade County School Board

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Dr. Martin Karp

Lubby Navarro

Raquel A. Regalado

Dr. Marta Pérez Wurtz

Mr. Rafael Casals, Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, Florida 33189

Dear Mr. Casals:

Pursuant to Section 4.B.1 (Page 4) of our Interlocal Agreement, we are requesting \$27,275, in additional funds to purchase 25 MacBook Air tablets. The tablets will be provided to incoming 9th grade iPrep students for the 2016-2017 school year. We have also attached the best quote for the requested tablets.

As you know, iPrep Academy is an innovative program that provides students with an opportunity to accelerate in high school within an environment that deviates from the traditional high school paradigm. Students take advantage of a technology-rich atmosphere while still being able to be part of the comprehensive high school experience. As such, students have flexibility in scheduling their school day to include internships and community-based projects. Utilizing these tablets on a day-to-day basis allows students to stay engaged in the learning process while taking advantage of iPrep's unique educational structure.

Please review the attached documents and advise of the feasibility of honoring this request. If you have questions or need additional information, please contact Ms. Iraida R. Mendez-Cartaya, Associate Superintendent, Office of Intergovernmental Affairs, Grants Administration, and Community Engagement, at 305 995-1497, or imendez@dadeschools.net.

Sincerely,

Alberto M. Carvalho
Superintendent of Schools

AMC:mo
L841

Attachments

cc: Ms. Iraida R. Mendez-Cartaya

Apple Inc. Education Price Quote

Customer:

Mirza Galvez
MIAMI-DADE COUNTY PUBLIC SCHS
Phone: 3052351581 x 2257
email: mgalvez@dadeschools.net

Apple Representative:

Deborah Dimitt
5300 Riata Park Court, Bldg C
MS: 183-IES
Austin, TX 78727
Phone: 512-6742828
Fax: 800-5900063
email: dd@apple.com

Apple Quote:

2202941438

Quote Date:

26-Feb-2016

Quote Valid To:

27-Mar-2016

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	MacBook Air 5-pack (13-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) MacBook Air 5-pack (13-inch/1.6GHz i5/4GB/128GB flash storage/Intel HD Graphics 6000) Part Number: MJVF2LL/A Quantity: 25 Part Number BL3W2LL/A	5	4,645.00	90.00	4,555.00	22,775.00
2	AppleCare Protection Plan – 11-inch and 13-inch MacBook Air/13-inch MacBook Pro/12-inch MacBook – Auto Enroll Part Number S3130LL/A	25	183.00	3.00	180.00	4,500.00

Extended EDU List Price Total	27,800.00
Total Discount	525.00
Extended Discounted Price Subtotal	27,275.00
- eWaste Fee / Recycling Fee	0.00
-	
-	
Extended Discounted Total Price*	27,275.00

**In most cases Extended discounted Total price does not include Sales Tax*

**If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary*

Printable with order by 02/26/2016 09:40 AM

- This document has been created for you as Apple Quote ID 2202941438. Please contact your institution's Authorized Purchaser to submit the above quote online at <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to <http://myaccess.apple.com>. For registration assistance, call 1.800.800.2775, option 4, option 1.
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT austincontracts@apple.com.
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **27-Mar-2016** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 583958
 Opportunity ID: 223633370
<https://ecommerce.apple.com>
 Fax: 800-5900063

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Document rev 10.6

Date of last revision – September 24th, 2015

RESOLUTION 12-21

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, ADOPTING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO ESTABLISH A FUNDING COLLABORATION FOCUSING ON THE RECONFIGURATION OF CUTLER RIDGE MIDDLE SCHOOL AND CENTENNIAL MIDDLE SCHOOL INTO A GRADES 6-12 ACADEMY, INCLUDING ESTABLISHMENT OF AN IPREP ACADEMY, SELECTED PROGRAMMATIC ENHANCEMENTS, AND SUSTAINABILITY OF EFFORT; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EXECUTE THE REQUIRED DOCUMENTS TO CARRY OUT THE INTENT AND PURPOSE OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes public agencies to enter into interlocal agreements for mutual benefit and to provide facilities to service the needs of local communities; and

WHEREAS, Section 166.021, Florida Statutes, authorizes the Town of Cutler Bay (the "Town") to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Council desires to have a high school located within the municipal boundaries of the Town; and

WHEREAS, in furtherance of this goal, the Town and the School Board of Miami-Dade County (the "Board") intend to enter into an interlocal agreement, attached as Exhibit "A," to establish a funding collaboration focusing on the reconfiguration of Cutler Ridge Middle School and Centennial Middle School into a grades 6-12 academy, including establishment of an iprep academy, selected programmatic enhancements, and sustainability of effort (the "Agreement"); and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:

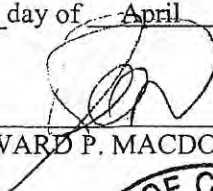
Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Adoption of Agreement. The Town Council hereby adopts the Agreement between the Town and Board in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to take any and all steps necessary to execute the required documents to carry out the intent and purpose of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 24th day of April, 2012.

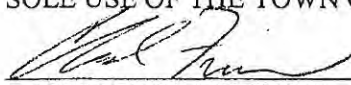

EDWARD P. MACDOUGALL, Mayor

Attest:


ESTHER COULSON, CMC
Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:


WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.
Town Attorney

Moved By: Councilmember Bell
Seconded By: Vice Mayor Sochin

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	<u>Yes</u>
Vice Mayor Ernest N. Sochin	<u>Yes</u>
Councilmember Peggy R. Bell	<u>Yes</u>
Councilmember Mary Ann Mixon	<u>Yes</u>
Councilmember Sue Ellen Loyzelle	<u>Yes</u>

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE TOWN OF CUTLER BAY, FLORIDA
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
TO ESTABLISH A FUNDING COLLABORATION FOCUSING ON THE
RECONFIGURATION OF CUTLER RIDGE MIDDLE AND CENTENNIAL MIDDLE
INTO A GRADES 6-12 ACADEMY, INCLUDING ESTABLISHMENT OF IPREP
ACADEMY, SELECTED PROGRAMMATIC ENHANCEMENTS, AND
SUSTAINABILITY OF EFFORT**

3rd **THIS INTERLOCAL AGREEMENT** (the "Agreement") is entered into as of the day of May, 2012, by and between the **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation, its successors and assigns (hereinafter referred to as the "Town" or "Cutler Bay") 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 (hereinafter referred to as the "Board"). The Town and Board are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", authorizes public agencies to enter into Interlocal agreements for mutual benefit and to provide facilities to service the needs of local communities; and

WHEREAS, Section 166.021, Florida Statutes, authorizes the Town to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town and Board now intend to enter into this Agreement setting forth the terms and conditions of a new collaboration to assist in the financing of certain facilities' upgrade set forth below as well as cost sharing in order to implement selected curriculum; and

WHEREAS, the Town and Board have determined that it shall serve the public interest to enter into this Agreement in order to fully set forth mutually acceptable terms and conditions of this collaborative effort between the Parties; and

WHEREAS, the School Board of Miami-Dade County, Florida, authorized the execution of the Agreement at its meeting of April 18, 2012 Board Action #F-6, and the Town Council authorized execution of the Agreement at its meeting of April 24, 2012.

NOW THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree to and accept the responsibilities set forth in this Agreement.

Section 1. Recitals. The above recitals are true and correct and are incorporated herein.

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

Section 2. Purpose. The purpose of the Agreement is to set forth terms and conditions acceptable to the Parties, to accomplish the initiatives enumerated herein, including a funding mechanism and timeline for implementation.

Section 3. Project Description. Subject to the terms and provisions of this Agreement, the Town and Board agree to implement the following:

- A. Establishment, in Cutler Bay, by the Board of three (3) choice academies to be housed primarily at the Centennial Middle campus (Centennial) for occupancy during school year 2012-2013 and thereafter, based on the combined attendance boundaries of both Cutler Ridge and Centennial as existed at the start of the 2011-2012 school year, or as may be amended by the Board. Pursuant to Board policy, the Town shall receive notification of proposed boundary changes at the initiation of said proposed changes;
- B. Reconfiguration by the Board of Centennial such that over a period of time, and as further specified herein, Centennial would house grades 9 through 12 and potentially select middle school grades, based on enrollment needs and student station availability, with the further understanding that grades 11 and 12 shall be housed exclusively at Centennial;
- C. Use of Cutler Ridge Middle (Cutler Ridge) for grade 6, and based on enrollment and availability of student stations, for grades 7 and/or 8, based on the combined attendance boundaries of both Cutler Ridge and Centennial as existed at the start of the 2011-2012 school year, or as may be amended by the Board;
- D. Establishment by the Board of a Cambridge Curriculum, which shall be available to middle school and high school students attending Cutler Ridge and Centennial;
- E. Expansion of the Environmental Sciences (COAST) magnet program currently in existence at Centennial into the high school levels as well as continue it in the middle school levels;
- F. Establishment of an iPrep Academy at the Upper Academy campus for occupancy during school year 2012-2013 and thereafter, subject to funding by the Town;
- G. Financing by Cutler Bay, as further detailed herein, of the design and construction of the facilities' upgrade at Centennial required to facilitate the above described grade reconfiguration and programmatic initiatives, as well as to help sustain such efforts over time.

Section 4. The Parties Responsibilities

A) The Board:

- 1) The Board shall programmatically combine Cutler Ridge and Centennial into a new 6-12 Cambridge choice school with the following academies: a) COAST magnet (6th-12th grades); b) Liberal Arts (9th through 12th grades); and c) iPrep (9th through 12th grades). For school year 2012-2013, Cutler Ridge will house a new incoming grade 6 for students in the Cutler Ridge and Centennial attendance boundaries as well as accommodate the progression of current Cutler Ridge students in grades 6 and 7 into grades 7 and 8. For school year 2012-2013, Centennial will accommodate the progression of current Centennial students in

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

grades 6 and 7 into grades 7 and 8. Additionally, Centennial will add a grade 9 for school year 2012-2013.

For school year 2013-2014, Cutler Ridge will house grades 6 and 7 from within the Cutler Ridge and Centennial attendance boundaries, and Centennial will house grades 8 through 10.

The intended goal is to provide a 6-12 grade level campus to afford Cutler Bay students the opportunity to attend a high school program within Cutler Bay by using Cutler Ridge as a Lower Academy, primarily comprised of grades 6 and 7, subject to student station availability and programmatic needs, and to use Centennial as an Upper Academy, where grades 11 and 12 will always be housed, and where grades 7 through 10 may be housed subject to student station availability. Ultimately there will be at least 600 student stations for grades 9 through 12 at Centennial, including iPrep. This configuration will further provide for an additional senior high school educational choice for Cutler Bay residents.

- 2) Offering an optimal learning and teaching environment, the University of Cambridge International Examinations (Cambridge ACEI), is the world's largest provider of international education programs. The Cambridge AICE Diploma offers students the opportunity to tailor their studies to their individual interests, abilities and future plans within an international curriculum framework. Through the reconfiguration outlined above, the Board shall provide access to the Cambridge curriculum, as more fully described in Attachment "A", to all students by the time that students are enrolled in all grade levels 6-12.

The Cambridge program will serve as a basic, school-wide philosophy under which three (3) academies (Liberal Arts, iPrep, and Environmental Sciences-COAST) will be offered. The COAST environmental sciences academy will sequentially and yearly expand, using the same combined boundaries of Cutler Ridge and Centennial, to the Upper Academy grades expanding to a 6-12 grade model.

Students enrolled in the middle school magnet COAST program at Centennial or Cutler Ridge shall be allowed to continue in the COAST program through grade 12, if they so choose.

Beginning with the 2012-2013 school year, and for each school year thereafter until there is a full (9th – 12th grade) high school program, 150 student stations shall be added yearly to the high school program at Centennial. Net of any student stations needed for COAST 8th grade students transitioning to 9th grade, 50% of the remaining 9th grade student stations shall first be made available to Cutler Bay residents for the iPrep and Liberal Arts strands, and for COAST, on a school based random selection process (initial random selection process). Any remaining student stations will be allocated from a pool comprised of students from the Cutler Ridge and Centennial boundaries, inclusive of Cuter Bay students. That same protocol shall be applied yearly

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

B) The Town:

- 1) In consideration of the establishment by the Board of the Lower and Upper Academies, based on the combined attendance boundaries of both Cutler Ridge and Centennial, the Town shall contribute \$450,000 (the "initial iPrep contribution") to the School Board for the establishment of an iPrep Academy for approximately 100 student stations at the Upper Academy campus and disburse such amount to the Board no later than 30 calendar days following the Agreement's commencement date. Such funds will be initially for any necessary construction to create the standard iPrep class equipment, furnishings and spaces for up to 100 student stations over four grade levels, and for the initial purchase of information technology equipment necessary for the program. The total three-year contribution by the Town for this purpose shall not exceed \$450,000.

Additionally, after the third anniversary of this agreement, yearly, and at least ninety (90) calendar days prior to the end of the scheduled school year, the Board shall present to the Town any requests the Board may have for needed updating or replacement of equipment at the iPrep, up to a maximum of \$150,000 per year. The Town shall review said request by the Board and within thirty calendar days of said request, notify the Board of its action. If the Board's request is approved as submitted, the Town shall disburse to the Board the requested amount no later than thirty (30) days prior to the scheduled start of the school year. If a lesser amount than requested is approved by the Town, or if the request is not approved in its entirety, the Board shall have the right to adjust the list of planned equipment updates or replacements, as well as to make any needed programmatic adjustments, at its sole discretion.

- 2) The Town shall also make a one-time capital investment of up to \$2,000,000 but no less than the actual cost of the capital improvements to establish four (4) new "state of the art" science laboratories for the senior high school program and ancillary site work improvements at the Upper Academy campus. The Board shall present a project cost estimate prepared by an independent cost estimating consultant commissioned by the Board to the Town, and the Town shall have fifteen (15) calendar days within which to review same and to notify the Board of its approval or disapproval. If the Board's request is approved as submitted by the Town, then the Town shall disburse the approved amount to the Board within fifteen (15) calendar days of said approval. If the Town disapproves the Board's request, and the Board and the Town do not reach an agreement on the Town's revised amount within thirty (30) calendar days following the date of the Town's disapproval, unless such time is extended by mutual agreement, then the Board shall not be obligated to proceed with the improvements described herein nor any of the remaining obligations included in this Agreement. Such improvements shall be equipped and in operation at the beginning of the 2012-13 school year. The facilities upgrade may be accomplished in two phases, as described below, provided however that implementation of Phase 2 is subject to the availability of

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
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funding as follows: if the Town's one-time capital investment at Centennial is less than \$2,000,000, the resulting difference shall be provided by the Town to the Board to implement as much of the required renovation work as possible for Phase 2, as described below.

- a) Phase 1 shall include remodeling at Centennial to include four science laboratories/classrooms, as well as the conversion of classrooms to the iPrep Academy and establishing a separate campus entry for Upper Academy students (Attachment "B"). Completion by August of 2012 as per the original verbal agreement with the Superintendent.
 - b) Phase 2 shall be limited to select remodeling/renovation of instructional spaces at Cutler Ridge, all subject to additional funding, as more fully detailed herein. Substantial completion shall be achieved by August of 2013, if sufficient funding is made available by the Town by no later than August 31, 2012.
- 3) Lastly, the Town shall make an annual investment to implement and sustain the Cambridge program at the Lower Academy campus and separately at the Upper Academy campus, for the duration of the term contemplated in the Agreement, including renewals. For the first year of the program, i.e. the rollout, the Town's maximum investment for both the Lower and the Upper Academy's shall be \$300,000. The roll-out will begin with 6th and 9th grades and each year thereafter a grade shall be added to both the Upper and Lower Academies. The Board shall yearly provide the Town an expense schedule of the Cambridge program detailing requested funds for training, salaries and any other cost center. For subsequent years, at least 90 calendar days prior to the start of the school year, the District shall provide to the Town its funding request in writing for continuation of the Cambridge program based on projected estimated costs. If no projected increase from the prior year is requested, the Town shall provide its approval in writing within 45 calendar days of the date of submittal of this information by the District, and disburse the funds to the Board no later than ten calendar days thereafter. If the District presents and substantiates an increase in the allocation, the Town shall approve the increase as submitted, approve a lesser increase or disapprove the increase within 45 calendar days of the date of the request, and disburse the funds to the Board no later than 30 calendar days thereafter; provided however that the Town's disbursement to the Board shall not be less than the funds disbursed in year one. Where the Town has disapproved the request for an increase in the allocation by the Board or an increase representing a lesser amount than requested, the District shall have the right but not the obligation to make programmatic reductions accordingly for the ensuing school year.

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

Section 5. Term/ Effective Date/ Commencement Date/ Transfer of Funds.

The term of the Agreement shall be for an initial six-year period effective as of the date this Agreement is fully executed by the Parties, ("Effective Date"). The Agreement may, by mutual agreement of the Parties, be extended for two (2) additional six-year periods. The commencement date of this Agreement shall be the date on which the agreement is fully executed and the total of the sum required for the improvements described in Section 4. B) 1) and 2), is disbursed to the Board by the Town, ("Commencement Date").

Section 6. Program Evaluation/ Termination for Convenience.

The Parties will mutually evaluate the achievement outcomes of the programs set forth in this Agreement upon conclusion of the initial third year anniversary and each three years after, and may modify the programs accordingly. During the initial six-year term, this Agreement may be terminated only for default by one of the parties, or upon mutual consent, or as may be required by financial emergency declared pursuant to the laws of the State of Florida; provided however, that in such instances, the termination date shall not occur prior to the end of the school year.

Should this Agreement be terminated as a result of default by the Board within the initial six-year term, which default was not cured by the Board in the allotted time, as provided herein, the Town shall be entitled to a pro-rated reimbursement against the original capital sum contributed, computed on the basis of principal only.

Section 7. Miscellaneous.

- A. **Unavoidable Delay.** In the event that either the Board or the Town are unable to meet the deadline for completion of their respective obligations under this Agreement due to any circumstance beyond the control of the Board and/or Town, including without limitation, the occurrence of a force majeure event, then the time for such performance shall be extended for such reasonable period of time as may be required by such circumstance or the occurrence of such event. Each party shall be responsible for any additional costs arising out of the delay, and affecting their respective obligations under this Agreement. The term "Force Majeure" shall include without limitation labor strikes (whether lawful or not), fire, hurricanes, adverse weather conditions, unavoidable casualties, inability to obtain labor or materials, Acts of God, vandalism, terrorism, civil unrest, moratoriums, financial emergencies and the like. Should such delays occur, the remaining balance of the sum contributed by the Town shall be placed into an interest bearing account and any resulting interest accrued shall revert to the Town.
- B. **Notices.** All notices, request, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be personally delivered, mailed by First Class Mail, postage prepaid, sent by overnight delivery service or by electronic mail to the parties as follows:

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

If to the School Board: Superintendent
Miami-Dade County Public Schools
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: (305) 995-1488

With a Copy to: School Board Attorney
The School Board of Miami-Dade County
1450 N.E. Second Avenue, Room 430
Miami, Florida 33132
Fax: (305) 995-1412

If to the Town: Town Manager
Town of Cutler Bay
Suite 105
10720 Caribbean Blvd.
Cutler Bay, Florida 33189
Fax: (305) 234-4251

With a Copy to: Mitch Bierman
Town Attorney
2525 Ponce de Leon Blvd
Suite 700
Coral Gables, Florida 33134

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Board and counsel for the Town may deliver Notice on behalf of the Board and the Town, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties.

- C. **Default.** An event of default shall be deemed to have occurred by either Party to this Agreement if such Party fails to observe or perform any covenant, condition or agreement of this Agreement, or breaches a representation contained herein, and such failure or breach continues for a period of thirty (30) days after written notice specifying such default and requesting that it be remedied is sent to the defaulting Party by the non-defaulting Party; provided, however, that if the default is curable but cannot be cured within thirty (30) days, then the defaulting Party shall have such additional time as is reasonably needed to cure such default

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

so long as the defaulting Party promptly commences and diligently pursues the cure of such default to completion. If an event of default shall have occurred and shall continue, the non-defaulting Party shall be entitled to all remedies available at law or in equity which may include, but not limited to, the right to damages and/or specific performance.

- D. **Enforcement of Agreement.** In the event that either Party is required to enforce this Agreement 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).
- E. **Entire Agreement.** As it pertains to the Addition, this Agreement embodies the entire agreement of the Parties relating to the subject matter hereof, and supersedes all prior written and/or oral understandings or agreements with respect thereto.
- F. **Amendments.** Amendments to the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
- G. **Joint Preparation.** This Agreement has been negotiated fully between the Parties as an arms length transaction. Both Parties participated fully in the preparation of the Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.
- H. **Assignment.** This Agreement may not be assigned, in whole or in part, by any Party without prior written consent of the other Party, which may be granted or withheld in its sole discretion. The Board agreement to collaborate with the Town on the project does not extend to the selection of the design professionals, contractors or other parties engaged by the Board in connection with or for the purpose of performing any of the Board's obligations hereunder, as long as the Board adheres to the applicable state and local laws regulating the selection of such parties.
- I. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the Board and the Town and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and the Town any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

- J. Joint Defense.** In the event that the validity of this Agreement is challenged by a third party or parties unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Agreement, with each such Party to bear its own attorney's fees and costs associated with such defense.
- K. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
- L. Time is of the Essence.** The Parties acknowledge that time is of the essence in the performance of all obligations required hereunder, and all "days" referenced herein, including in any of the attachments, shall be deemed "calendar days" unless otherwise specifically set forth.
- M. Controlling Laws.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in Miami-Dade County, Florida.
- N. Authorization.** The execution of this Agreement has been duly authorized by the Board and Town. The Board and the Town have complied with all requirements of law in connection with the execution and delivery of this Agreement and the performance of their respective obligations hereunder. The Board and the Town have full power and authority to comply with the terms and provisions of this instrument.
- O. Heading for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provision of this Agreement.
- P. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- Q. Jury Trial Waiver.** The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other for any matter whatsoever arising out of or in any way connected with this Agreement.
- R. Joint Use.** The Parties agree that within one year after the Effective Date of this Agreement the Parties shall meet to discuss possible joint use opportunities on Town and School Board facilities.

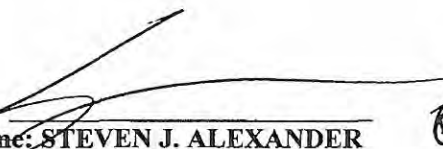
[Execution Pages(s) Follow]

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
in their names by their duly authorized officers and the corporate seals to be affixed
all as of the day and year first above written.

**TOWN OF CUTLER BAY,
FLORIDA**

**THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA**

By: 
Name: STEVEN J. ALEXANDER
Title: Town Manager

By: 
Name: ALBERTO M. CARVALHO
Title: Superintendent of Schools

ATTEST:

ATTEST:

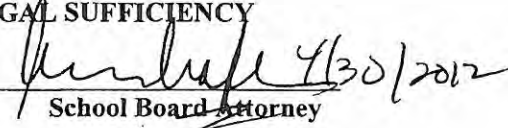
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**TO THE TOWN:
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Town Attorney

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

BY:  4/30/2012
School Board Attorney

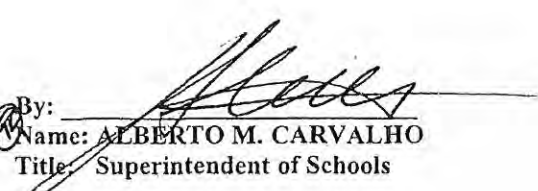
Interlocal Agreement by and between the Town of Cutler Bay, Florida,
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TOWN OF CUTLER BAY,
FLORIDA

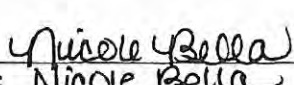
THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

By: 
Name: STEVEN J. ALEXANDER
Title: Town Manager

By: 
Name: ALBERTO M. CARVALHO
Title: Superintendent of Schools

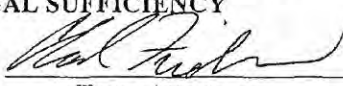
ATTEST:

ATTEST:

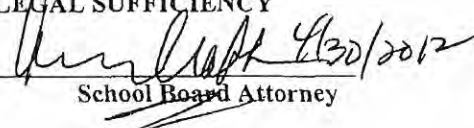
By: 
Name: Nicole Bella
Title: Asst. Property Mgr.

By: _____
Name: _____
Title: _____

TO THE TOWN:
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
Town Attorney

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

BY:  4/30/2012
School Board Attorney

**Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida**

ATTACHMENT "A"

CAMBRIDGE PROGRAM

[http://www.cie.org.uk/docs/profiles/heads/Cambridge Prospectus 2012.pdf](http://www.cie.org.uk/docs/profiles/heads/Cambridge%20Prospectus%202012.pdf)

Interlocal Agreement by and between the Town of Cutler Bay, Florida,
and The School Board of Miami-Dade County, Florida

ATTACHMENT "B"

CONCEPTUAL PLAN FOR FACILITIES UPGRADE

