

**INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MONROE COUNTY,
AND
FLORIDA THE CITY OF KEY WEST, FLORIDA**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2011, THE CITY OF KEY WEST, FLORIDA, a Florida municipal corporation ("City"), and THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, as the contracting agent for the School District of Monroe County, Florida ("School Board"), and states as follows:

RECITALS

WHEREAS, the City and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their respective communities; and,

WHEREAS, the City and the School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs; namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools, and (7) improving the quality of education in existing, renovated and proposed schools; and ,

WHEREAS, Section 1013.33, Florida Statutes, *inter alia*, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and,

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of the coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision-making on population projections and public school siting; and,

WHEREAS, by entering into this agreement the School Board and City are fulfilling their statutory obligations and requirements recognizing the benefits that will accrue to their citizens and students described above; and,

WHEREAS, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act Of 1969" ("the Act"), specifically provides that its purpose is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors; and,

AGREEMENT

NOW THEREFORE, be it mutually agreed between the School board and the City that the following procedures will be followed in coordinating land use and public school facilities planning:

Section 1. Tentative District Educational Facilities Plan

1.1 By no later than June 30th of each year, the School Board shall submit to the City the tentative district educational facilities plan prior to adoption by the Board. The plan will be consistent with the requirements of Section 1013.35, Florida Statutes, and include projected student populations geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5-, 10-, and 20-year time periods, and the options to reduce the need for additional permanent student stations. The plan will also include a financially feasible district facilities work program for a 5-year period. The City shall review and evaluate the plan and comment to the School Board within 30 days on the consistency of the plan with the

local comprehensive plan, including its compatibility with the comprehensive plan's future land use map series, and whether a comprehensive plan amendment will be necessary for any proposed educational facility.

Section 2. Educational Plant Survey

2.1 The School Board will remain responsible for reporting and submission of updates. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with existing land use plans. Prior to any proposed development, the School Board will receive and consider recommendations from the City regarding the location and need for new schools, significant renovations as defined below, closures of educational facilities, and the consistency of such plans with the local government comprehensive plans and land development regulations, including impact on parking, traffic flow and pedestrian safety.

The City's planning shall include integration of the education facilities plan and applicable policies and procedures of the School Board with the local comprehensive plan and land development regulations of local governments in accordance with F.S. §1013.33

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to F.S. §216.136, where available, as modified by the School Board based on development data and agreement with local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends using the COHORT Projection Waiver available on the Florida Department of Education website. In formulating such a request, the School Board will coordinate with the City regarding development trends and future population projections.

Section 3. City Comprehensive Plan Amendments and Re-zoning

3.1 Pursuant to F.S. §163.3174(1), the City planning agency responsible for first reviewing rezoning and comprehensive plan amendments shall include a representative of the School District appointed by the school board as a nonvoting member of the local planning agency to provide input and coordination with the School District.

3.2 The City will transmit to the School Board copies of proposed land use applications and development proposals that may affect student enrollment, enrollment projections, or school facilities at least ninety (90) days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related element amendments and provide comments, if any, to the relevant local government either (i) in writing at least thirty (30) days prior to the local planning agency meeting on the school-related amendment, or (ii) by attending and providing comments at the local planning agency meeting.

Section 4. Collocation and Shared Use

4.1 Collocation and shared use of facilities are important to both the School Board and local governments. The School Board and City will work together, through the School Board and City's administration, to look for opportunities to collocate and share use of school facilities and civic facilities when preparing the district facilities work program. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, potential opportunities for collocation and shared use with public schools will be considered where compatible for existing or planned libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, the potential for collocation and shared use of school and governmental facilities for joint use by the community will also be considered.

4.2 A separate agreement or an amendment to a master agreement between the School Board and the appropriate local government will be developed for each instance of collocation and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use.

4.3 Collocation and shared use as provided for in this Agreement may include the sharing of county and municipal facilities for student use, such as use of a park for park purposes by students from a neighboring public school, and similarly may include the use of public school facilities by the community.

Section 5. Notice and General Conditions

5.1 All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere herein, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be

changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

- (a) The City of Key West, Florida
Attention: Office of the Mayor
P.O. box 1409
Key West, FL 33041

- (b) Monroe County School District
Attention: Office of the Superintendent
241 Trumbo Rd.
Key West, FL 33041

5.2 Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement

Section 6. Supporting Infrastructure

In conjunction with the preliminary consistency determination, the School Board and City will jointly determine the need for, and timing of, on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school. Significant renovation shall include construction improvements that result in the location of new structures, changed uses, or significant improvements or additions to existing buildings resulting in a greater than five (5) percent increase in student capacity as certified by the Florida Department of Education. The School Board and City will enter into a letter of agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required onsite and off-site improvements, respectively. Prior to approving any significant renovation or construction, the School Board shall hold a public workshop in the District in which the construction is to occur to receive public input. This section shall not be construed to require the City to bear any costs of infrastructure improvements related to school improvements.

Section 7. Public Education Facilities Site Plan Review

The School Board will coordinate any and all proposed construction or expansion of public educational facilities, including the location of new schools or relocatables, within the City's jurisdiction with applicable statutory requirements and environmental protection provisions of that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance with the provisions of Sections 1013.33(12) through (15), Florida Statutes, and shall include School Board consistency with the environmental protection provisions of the City's Comprehensive Plans. The City shall provide all of

their comments to the School Board as expeditiously as feasible, and not later than sixty (60) days after receipt of the complete site plan, and to the extent possible, adjustments to the site plan shall be made to address the stated concerns. Prior to approving any significant renovation or construction, the School Board shall hold a public workshop in the District in which the construction is to occur to receive public input.

Section 8. Amendments

Any amendment to this Agreement requested by the City will be placed on a School Board Agenda for consideration within sixty (60) days of the School Board's receipt of such request. Likewise, any amendments to this Agreement requested by the School Board will be placed on the agenda of the City for consideration, within sixty (60) days of receipt of the request.

Section 9. Resolution Disputes

If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, the applicable parties to the dispute will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees and costs.

Section 10. Effective Date and Term

This Agreement shall take effect upon the date of publication of a Notice of Intent to find it consistent with the requirements of Section 163.31777(2), Florida Statutes and shall remain in full force and effect for a period of five (5) years from the effective date. This Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional five (5) years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other party(s) of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other party agrees in writing to such extension.

Section 11. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal,
the day and year first written above.

Witness:

Print Name: _____

Print Name: _____

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

By: _____
Print Name: _____
Title: _____

Witness:

Print Name: _____

Print Name: _____

THE CITY OF KEY WEST, FLORIDA

By: _____
Print Name: _____
Title: _____