

Sponsored by: Janke

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2003-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, SUPPORTING THE SCHOOL DISTRICT  
INTERLOCAL AGREEMENT**

**WHEREAS**, the City of Marathon 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 of Marathon 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, 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 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**, Sections 163.3177 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

**WHEREAS,** By entering into this agreement the School Board and the City of Marathon are fulfilling their statutory obligations and requirements recognizing the benefits that will accrue to their citizens and students described above.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:**

**Section 1.** The City Council of the City of Marathon agrees to enter into the Post Conference Call Version of the interlocal agreement for public school facility planning for Monroe County with the Monroe County School Board.

**Section 2.** This resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 12<sup>th</sup> Day of August 2003.

**THE CITY OF MARATHON, FLORIDA**



**Randy Mearns, Mayor**

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**



Cindy L. Ecklund  
City Clerk

(City Seal)

**INTERLOCAL AGREEMENT  
FOR  
PUBLIC SCHOOL FACILITY PLANNING  
IN MONROE COUNTY**

This agreement is entered into between Monroe County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the municipalities of Islamorada, Village of Islands, Key Colony Beach, Layton, Key West, and Marathon (hereinafter collectively referred to as "Cities"), and The School Board of Monroe County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board").

**RECITALS**

WHEREAS, the County, Cities 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 County, Cities, and 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, 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 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, Sections 163.31777 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and,

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

**AGREEMENT**

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

**Section 1. Joint Meetings**

1.1 A staff working group comprised of the County Mayor/Manager and/or designee, School Board Superintendent and/or designee, and City Mayor/Manager and/or their designees will meet at least on an annual basis to discuss issues and formulate recommendations regarding public education in the School District, and coordination of land use and school facilities planning, including such issues as population and student projections, development trends, a work program for five, ten and twenty year intervals and its relationship to the local government comprehensive plans, particularly as it relates to identification of potential school sites in the comprehensive plan's future land use map series, school needs (school capacity and school funding), collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend and participate. The initial meeting of the working group shall be held within 60 days of the date of execution of the interlocal agreement, upon at least 30 days written advance notice, and shall be coordinated by the South Florida Regional Planning Council.

The Staff Working Group shall also conduct a planning forum on an annual basis or more often as may be needed. The forum will review the School Board's acquisition schedule and all other relevant issues addressed in this Agreement and required by statute, and will include appropriate staff members of the School Board, and representatives of each party to this Agreement. Based on information gathered during the review, the Staff Working Group will submit recommendations to the Superintendent or designee for the upcoming year."

1.2 The School Board Superintendent and/or designee shall coordinate an annual joint workshop session and invite one or more representatives of the County Commission or their designee, the governing body of each City or their designees, and the School Board or their designee (s). A representative of the Regional Planning Council will also be invited to attend. The School Board shall provide the meeting invitations with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The joint workshop sessions provide opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding public education, and coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, school capacity, school funding, options to reduce the need for additional permanent student stations, and joint use opportunities.

**Section 2. Student Enrollment and Population Projections**

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate their plans upon consistent projections of the

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amount, type, and distribution of population growth and student enrollment. Countywide five-year population projections shall be updated at least once every two years by the County. The School Board may enter into a separate agreement with the County for the preparation of student enrollment projections. Updated County and School District data shall be provided annually for review at the staff working group meeting described at subsection 1.1.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the 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. In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future population projections.

2.3 The School Board, working with the County and Cities via the staff working group, will use the information described in subsection 3.4 and any other relevant information provided as part of the requirements of this Interlocal Agreement, to allocate projected student enrollment by Minor Statistical Areas. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

### Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: By no later than June 30<sup>th</sup> of each year, the School Board shall submit to the County and each 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 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 Cities and County 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.

3.2 Educational Plant Survey: 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. The staff working group, in accordance with the procedure outlined in Section 3.4, will evaluate and make recommendations regarding the location and need for new, significant renovation, as defined in Section 5.1, closures of educational facilities, and the consistency of such plans with the local government comprehensive plans and relevant issues including,

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but not limited to, those listed in subsections 4.3, 7.6, 7.7 and 8.1 of this agreement.

3.3 Growth and Development Trends: By May 1<sup>st</sup> of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction, based on the previous calendar year. This report will be in tabular, graphic, and/or textual formats and will include the following:

- (a) The type, number, and location of residential units, which have received zoning approval or site plan approval;
- (b) Information regarding adopted future land use map amendments, which may have an impact on school facilities;
- (c) Information, if available, regarding the conversion or redevelopment of non-residential structures into residential units that are likely to generate new students, and conversely information on the number of residential units converted to non-residential uses; and
- (d) The identification of any development orders issued that contains a requirement for the provision of a public school site as a condition of development approval.

3.4 The staff working group shall provide recommendations on the planning of new facilities, additions or renovations for consideration by School Board staff and the SSPCC in formulating the tentative district educational facilities plan. Likewise, the staff working group shall also provide input and comments, recommendations on the update of the Five-Year Educational Plant Survey and any revisions thereto.

## Section 4. School Site Selection, Significant Renovations, and Potential School Closures

4.1 The School Board, as soon as possible after the Interlocal Agreement is effective as to any party, shall convene a School Site Planning and Construction Committee (SSPCC). The committee shall include a representative of each party to this agreement, and the identity of that representative shall be presumed to be the contact identified in this Agreement for purposes of official notice, unless a different person is identified in writing to the School Board. The chairperson from the School Advisory Committee of the affected community's nearest high school or a parent appointed by that chairperson shall also be a member of the committee.

The SSPCC shall review potential sites for new schools and proposals for significant renovation, the relocation of relocatables or significant additions to existing buildings, and potential closure of existing schools, and make recommendation on these and all other issues within its purview under the Rule for consideration by School Board staff.

The School Board Superintendent and/or designee shall provide the invitations referenced in this Section 4.1 with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The Superintendent or designee shall forward the SSPCC recommendations referenced in this Agreement to

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the School Board so that they may be considered by the Board at the time that it deals with the issues to which the recommendations relate.

4.2 When the need for a new school is identified and funded in the district educational facilities plan, the SSPCC will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified and funded in the district educational facilities plan for significant renovation, the location of additional relocatables, or significant additions to existing buildings and potential closure and opportunities for collocation will be submitted to the local government with jurisdiction over the use of the land for an informal assessment regarding consistency with the local government comprehensive plan.

4.3 The evaluation of new school sites or significant expansion of the student stations at existing schools shall be in accordance with School Board regulations and requirements, as may be amended from time to time. Any proposed amendments to the regulations which may impact the terms of this interlocal agreement shall be submitted to the affected local units of government via the Department of Education's normal information distribution system(s).

4.4 Pursuant to Section 1013.33. (11), Florida Statutes, at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories as depicted in the future land use map series, as well as the policies of the local government's comprehensive plan. If the site is not consistent, it shall not be used as a school site until and unless otherwise approved by the local government. This preliminary notice does not constitute the local government's determination of the consistency pursuant to section 1013.33 (12), Florida Statutes.

### Section 5. Supporting Infrastructure

5.1 In conjunction with the preliminary consistency determination described at subsection 4.4 of this agreement, the School Board and affected local governments 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 fifteen (15) percent increase in student capacity. The School Board and affected local government 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 on-site and off-site improvements, respectively.

This section shall not be construed to require the affected local unit of government to bear any costs of infrastructure improvements related to school improvements.

### Section 6. Public Education Facilities Site Plan Review

6.1 The School Board and the County will continue to coordinate any and all proposed construction or expansion of public educational facilities, including the general location of new schools in unincorporated Monroe County, with the Monroe County Year 2010 Comprehensive Plan and local land development

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regulations in accordance with applicable statutory requirements. 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 any City's jurisdiction with that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance with the provisions of Section 1013.33(12) through (15), Florida Statutes, and shall include School Board consistency with the environmental protection provisions of the County's and City's Comprehensive Plans.

6.2 The affected 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.

### Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Development Approvals

7.1 Pursuant to Section 163.3174 (1), Florida Statutes, the County and Cities will invite a representative appointed by the School Board, as a non-voting member, to attend meetings of their local planning agencies or equivalent agencies that first consider comprehensive plan amendments and rezonings at which comprehensive plan amendments and rezonings are considered that would, if approved, increase residential density. The County and Cities may, at their sole discretion, appoint such School Board representative to the planning agency, and grant voting status to the School Board member.

7.2 The School Board will designate a staff representative to serve in an advisory support capacity on the County's staff development review committee, or equivalent body. In addition, the School Board representative will be invited to participate at the meetings of the Cities' staff development review committees, or equivalent body, as appropriate, when development and redevelopment proposals are proposed that would create an increase in the number of residential units. It shall be the responsibility of School Board staff to review the potential impact of a proposed (re) development based on current Florida Inventory of School Houses (FISH) capacity (both permanent and relocatables) and be prepared to convey this information in writing to the local staff development review committees at least five days prior to the meeting or development review committee review, for their consideration. The School Board shall only be required to provide such review where the proposed (re) development will result in an increase of thirty (30) new units. This figure shall be considered only as a review threshold and shall not be construed to obligate the County or a City to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity. A copy of the plans shall be delivered to the School Board representative at least 15 working days prior to the proposed meeting date, or on the date the agenda is distributed.

7.3 The County and the Cities agree to transmit to the School Board copies of proposed land use applications and development proposals that may affect student enrollment, enrollment projections, or school facilities. This requirement



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applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects with a residential component.

7.4 Within 30 days after receipt of notification by the local government, which notification shall include development plans, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities, and shall be based on current FISH capacity at impacted schools (including permanent and relocatable satisfactory student stations), as well as any proposed student station additions in the area of impact. The School Board will also include capacity information on approved charter schools that provide relief in the area of impact.

7.5 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will determine and specify the options available to it to meet the anticipated student enrollment demand. Alternatively, the School Board, local government, and developer will use their best efforts to collaboratively develop options that aim to provide the capacity to accommodate new students generated from the new residential development. The School Board shall be responsible to review and consider funding options for the incremental increase in the projected number of students which include, but are not limited to, creation of new community development districts pursuant to Chapter 190, Florida Statutes, creation of educational facilities benefit districts as described in Section 1013.355, Florida Statutes, other available broad-based funding mechanisms to fund school capital construction, developer contributions in the form of land donation set asides, monetary contributions, or developer provided facility improvements in lieu of impact fees and other School Board approved measures such as public charter schools, public-private partnerships, or a combination of any of these. In its analysis of need, School Board staff shall also include information on the estimated educational facilities impact fee revenues to be generated by the development, as well as on any other available funding for capital projects specifically intended to mitigate the area of impact.

This Section shall not be construed to obligate a City to impose, assess or collect a school impact fee, unless provided by general law. As it relates to the collection of impact fees, this provision shall not be subject to dispute resolution under Section 9 of this Agreement.

This Section shall not be construed to obligate a City or County to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity.

7.6 In the review and consideration of comprehensive plan amendments, rezonings, and development proposals, and their respective potential school impacts, the County and Cities should consider the following issues:

- a. School Board comments, which may include available school capacity or planned improvements to increase school capacity, including School Board approved charter schools and operational constraints (e.g., establishment of or modifications to attendance

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boundaries and controlled choice zones), if any, that may impact school capacity within an area, including public-private partnerships;

b. The provision of school sites and facilities within planned neighborhoods;

c. Compatibility of land uses adjacent to existing schools and reserved or proposed school sites;

d. The potential for collocation of parks, recreation and neighborhood facilities with school sites;

e. The potential for linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

f. Traffic circulation plans that serve schools and the surrounding neighborhood, including off-site signalization, signage, and access improvements;

g. The general location of public schools proposed in the five-year work plan as well as other available information over a ten and 20-year time frame.

7.7 In formulating community development plans and programs, the County and Cities should consider the following issues:

a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board District Educational Facilities Plan;

b. Providing incentives that promote collaborative efforts between the School Board and the private sector to develop adequate school facilities in residential developments;

c. Targeting community development improvements in older and distressed neighborhoods near existing or proposed School Board owned and operated public schools and School Board approved charter schools; and

d. Coordination with neighboring jurisdictions to address public school issues of mutual concern.

e. Approval and funding of community development benefit districts (CDD'S) and other available funding mechanisms created by state law.

### Section 8. Collocation and Shared Use

8.1 Collocation and shared use of facilities are important to both the School Board and local governments. The School Board and Cities and County will work together, via the staff working group, to look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. 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

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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.

8.2 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.

### **Section 9. Resolution of Disputes**

9.1 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.

### **Section 10. Oversight Process**

10.1 The School Board, the County, and a representative from each Municipality shall individually review the information provided by the Staff Working Group in a public hearing annually. Upon completion of review and receipt of public input, each of the parties shall enact a resolution identifying any revisions to the process. These resolutions will be submitted to the staff working group with recommended changes within thirty (30) days of the enactment of the resolution.

### **Section 11. Effective Date and Term**

This Agreement shall become effective upon the signatures of the School Board and County, and shall remain in full force and effect for a period of five (5) years from the effective date. The execution of the Agreement by each City shall make it effective as to that City. The failure of any party to execute the Agreement by September 1, 2003 may subject that party to penalties as provided by statute. This Agreement may be earlier cancelled by mutual agreement of individual Cities or County and the School Board, unless otherwise cancelled as provided or allowed by law. 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 parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension. Extensions shall be valid as to those parties consenting in writing thereto, even if not all parties hereto so consent.

### **Section 12. 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.

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### Section 13. Notice and General Conditions

- A. All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, 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.

Mayor  
Islamorada, Village of Islands  
P.O. Box 568  
Islamorada, Florida 33036-0568

Village Manager  
Islamorada, Village of Islands  
P.O. Box 568  
Islamorada, Florida 33036-0568

Mayor  
City of Key Colony Beach  
P.O. Box 510141  
Key Colony Beach, Florida 33051-0141

Mayor  
City of Key West  
525 Angela Street  
Key West, Florida 33041

City Manager  
City of Key west  
525 Angela Street  
Key West, Florida 33041

Mayor  
City of Layton  
P.O. Box 778  
Long Key Post Office  
Layton, Long Key, Florida 33001

Mayor  
City of Marathon  
1045-55 Overseas Highway  
Marathon, Florida 33050

City Manager  
City of Marathon  
1045-55 Overseas Highway

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Marathon, Florida 33050

Mayor  
Monroe County  
County Courthouse  
500 Whitehead Street  
Key West, Florida 33040

Superintendent  
The School Board of Monroe County, Florida  
241 Trumbo Road  
Key West, Florida 33040

- B. 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 14. Merger Clause

This Interlocal Agreement together with the Exhibits hereto sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits then this Agreement will prevail.

Any amendment to this Agreement requested by a local legislative body of the County or a participating municipality 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 local legislative body of the County and participating municipalities for consideration, within sixty (60) days of receipt of the request.

### Section 15. Counterparts Clause

This Interlocal Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

### Section 16. Supplementary Agreements

All parties to this Interlocal Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances. Any such Supplementary Agreement shall be consistent with the statutes governing this Interlocal Agreement.

### Section 17. Favored Nations

Should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to all other parties to this Interlocal Agreement.



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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Monroe County, the Village of Islands, Islamorada, the City of Key Colony Beach, the City of Layton, the City of Key West, the City of Marathon, and the School Board of Monroe County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

The School Board of Monroe County, Florida

Attest: \_\_\_\_\_ (print)

By: \_\_\_\_\_  
---- name ----, Chair

The School Board of Monroe County, Florida (print)

By: \_\_\_\_\_

-----name-----, Superintendent of Schools, Monroe County School District

Attest: \_\_\_\_\_ (print)

By: \_\_\_\_\_  
---- name ----, Secretary

Approved as to form:


\_\_\_\_\_  
School Board Attorney

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City of Marathon, Florida

By:   
Mayor

Attest:

  
Clerk



City of Marathon

Planning Commission and Council Meeting Action Minutes

September 9, 2003 Planning Commission and Regular Meeting - Marathon, Florida

*[The following are the pertinent sections of the action minutes addressing the reconsideration and approval of the School Board Version of the School Interlocal Agreement]*

**CALL TO ORDER**

A Planning Commission Meeting and a Regular Meeting of the City Council of Marathon, Florida was held on September 9, 2003 in the Government Center, 2798 Overseas Hwy., Marathon, Florida. Mayor Randy Mearns called the meeting to order at 6:32 p.m.

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**APPROVAL OF AGENDA AND CONSENT AGENDA**

Mayor Mearns called for additions, corrections or deletions to the agenda or consent agenda.

Janke asked to add 13. B., School Interlocal Agreement & 15. C., Introduction of a Resolution to ask the state for an exemption on the six month live a board rule and to remove 14. C. 1. the August 26, 2003 minutes from the agenda

Pinkus asked to add items 13. C., an appointment to the Master Plan Committee and 14, C., 7 Bay Bottom Lease

MOTION TO APPROVE AGENDAS AS AMENDED: Bartus

SECONDED: Pinkus

AGENDAS APPROVED AS AMENDED: Unanimous without objection.

Consent agenda items approved:

Approving the Memorandum of Understanding (MOU) for Marina Pump Outs  
Support for Marathon Runners Club, Inc. April 24, 2004 7<sup>th</sup> annual 7 Mile Bridge Run

.....

**UNFINISHED BUSINESS**

.....

School Interlocal Agreement

**Robert Daniels**, South Florida Regional Planning Council, urged council to revisit the agreement and adopt the School Board Version

MOTION: Worthington moved to adopt the School Board Version of the School Interlocal Agreement instead of the Post Conference Version the council has previously adopted

SECONDED: Repetto

VOTE ON MOTION:

Yes: Worthington, Bartus, Repetto, Mearns

No: Pinkus

Absent: None

Abstain: None

VOTE to adopt the School Board Version of the School Interlocal Agreement instead of the Post Conference Version the council has previously adopted: 5 Yes, 0 No, 0 Absent, 0 Abstain

.....

**ADJOURNMENT**

MOTION: Repetto

With no further business to come before the Council, Mayor Mearns adjourned the meeting at 9:25 p.m. by unanimous consent

I certify the above represents an accurate summary of the council meeting of September 9, 2003.

Cindy L. Ecklund, City Clerk

School Board Preferred Version

# **INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING IN MONROE COUNTY**

This agreement is entered into between Monroe County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the municipalities of Islamorada, Village of Islands, Key Colony Beach, Layton, Key West, and Marathon (hereinafter collectively referred to as "Cities"), and The School Board of Monroe County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board").

## **RECITALS**

WHEREAS, the County, Cities 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 County, Cities, and 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, 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 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, Sections 163.3177 and 1013.33, Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of

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the district school board and the local governments are to be coordinated; and,

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

### **AGREEMENT**

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

#### **Section 1. Joint Meetings**

1.1 A Staff Working Group comprised of the County Mayor/Manager and/or designee, School Board Superintendent and/or designee, and City Mayor/Manager and/or their designees will meet at least on an annual basis to discuss issues and formulate recommendations regarding public school facility planning in the School District, and coordination of land use and school facilities planning, including such issues as population and student projections, development trends, a work program for five, ten and twenty year intervals and its relationship to the local government comprehensive plans, particularly as it relates to identification of potential school sites in the comprehensive plan's future land use map series, school needs (school capacity and school funding), collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend and participate. The initial meeting of the working group shall be held within 60 days of the date of execution of the interlocal agreement, upon at least 30 days written advance notice, and shall be coordinated by the South Florida Regional Planning Council.

The Staff Working Group shall also conduct a planning forum on an annual basis or more often as may be needed. The forum will review the School Board's acquisition schedule and all other relevant issues addressed in this Agreement and required by statute, and will include appropriate staff members of the School Board, and representatives of each party to this Agreement. Based on information gathered during the review, the Staff Working Group will submit recommendations to the Superintendent or designee for the upcoming year."

1.2 The School Board Superintendent and/or designee shall coordinate an annual joint workshop session and invite one or more representatives of the County Commission or their designee, the governing body of each City or their designees, and the School Board or their designee (s). A representative of the Regional Planning Council will also be invited to attend. The School Board shall provide the meeting invitations with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The joint workshop sessions provide opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern

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regarding public education, and coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, school capacity, school funding, options to reduce the need for additional permanent student stations, and joint use opportunities.

### **Section 2. Student Enrollment and Population Projections**

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population projections shall be updated at least once every two years by the County. The School Board may enter into a separate agreement with the County for the preparation of student enrollment projections. Updated County and School District data shall be provided annually for review at the staff working group meeting described at subsection 1.1.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the 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. In formulating such a request, the School Board will coordinate with the Cities and County regarding development trends and future population projections.

2.3 The School Board, working with the County and Cities via the staff working group, will use the information described in subsection 3.4 and any other relevant information provided as part of the requirements of this Interlocal Agreement, to allocate projected student enrollment by Minor Statistical Areas. The allocation of projected student enrollment will be determined at the first staff meeting described in subsection 1.1.

### **Section 3. Coordinating and Sharing of Information**

3.1 Tentative District Educational Facilities Plan: By no later than June 30<sup>th</sup> of each year, the School Board shall submit to the County and each 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 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 Cities and County 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.

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3.2 Educational Plant Survey: 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. The staff working group, in accordance with the procedure outlined in Section 3.4, will evaluate and make recommendations regarding the location and need for new, significant renovation, as defined in Section 5.1, closures of educational facilities, and the consistency of such plans with the local government comprehensive plans and relevant issues including, but not limited to, those listed in subsections 4.3, 7.6, 7.7 and 8.1 of this agreement.

3.3 Growth and Development Trends: By May 1<sup>st</sup> of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction, based on the previous calendar year. This report will be in tabular, graphic, and/or textual formats and will include the following:

- (a) The type, number, and location of residential units, which have received zoning approval or site plan approval;
- (b) Information regarding adopted future land use map amendments, which may have an impact on school facilities;
- (c) Information, if available, regarding the conversion or redevelopment of non-residential structures into residential units that are likely to generate new students, and conversely information on the number of residential units converted to non-residential uses; and
- (d) The identification of any development orders issued that contains a requirement for the provision of a public school site as a condition of development approval.

3.4 The staff working group shall provide recommendations on the planning of new facilities, additions or renovations for consideration by School Board staff and the SSPCC in formulating the tentative district educational facilities plan. Likewise, the staff working group shall also provide input and comments, recommendations on the update of the Five-Year Educational Plant Survey and any revisions thereto.

## **Section 4. School Site Selection, Significant Renovations, and Potential School Closures**

4.1 The School Board, as soon as possible after the Interlocal Agreement is effective as to any party, shall convene a SSPCC. The committee shall include a representative of each party to this agreement, and the identity of that representative shall be presumed to be the contact identified in this Agreement for purposes of official notice, unless a different person is identified in writing to the School Board. The chairperson from the

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School Advisory Committee of the affected community's nearest high school or a parent appointed by that chairperson shall also be a member of the committee.

The SSPCC shall review potential sites for new schools and proposals for significant renovation, the relocation of relocatables or significant additions to existing buildings, and potential closure of existing schools, and make recommendation on these and all other issues within its purview under the Rule for consideration by School Board staff.

The School Board Superintendent and/or designee shall provide the invitations referenced in this Section 4.1 with at least 30 days advance written notice of such meeting to the person designated as a contact in this Agreement. The Superintendent or designee shall forward the SSPCC recommendations referenced in this Agreement to the School Board so that they may be considered by the Board at the time that it deals with the issues to which the recommendations relate.

4.2 When the need for a new school is identified and funded in the district educational facilities plan, the SSPCC will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified and funded in the district educational facilities plan for significant renovation, the location of additional relocatables, or significant additions to existing buildings and potential closure and opportunities for collocation will be submitted to the local government with jurisdiction over the use of the land for an informal assessment regarding consistency with the local government comprehensive plan.

4.3 The evaluation of new school sites or significant expansion of the student stations at existing schools shall be in accordance with School Board regulations and requirements, as may be amended from time to time. Any proposed amendments to the regulations which may impact the terms of this interlocal agreement shall be submitted to the affected local units of government via the Department of Education's normal information distribution system(s).

4.4 Pursuant to Section 1013.33. (11), Florida Statutes, at least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories as depicted in the future land use map series, as well as the policies of the local government's comprehensive plan. If the site is not consistent, it shall not be used as a school site until and unless otherwise approved by the local government. This preliminary notice does not constitute the local government's determination of the consistency pursuant to section 1013.33 (12), Florida Statutes.

### **Section 5. Supporting Infrastructure**

5.1 In conjunction with the preliminary consistency determination described at subsection 4.4 of this agreement, the School Board and affected local governments 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

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than fifteen (15) percent increase in student capacity. The School Board and affected local government 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 on-site and off-site improvements, respectively.

This section shall not be construed to require the affected local unit of government to bear any costs of infrastructure improvements related to school improvements.

### Section 6. Public Education Facilities Site Plan Review

6.1 The School Board and the County will continue to coordinate any and all proposed construction or expansion of public educational facilities, including the general location of new schools in unincorporated Monroe County, with the Monroe County Year 2010 Comprehensive Plan and local land development regulations in accordance with applicable statutory requirements.

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 any City's jurisdiction with that City's adopted comprehensive plan and land development regulations. This coordination shall be accomplished in accordance with the provisions of Section 1013.33 (12) through (15), Florida Statutes.

6.2 The affected City shall provide all of their comments to the School Board as expeditiously as feasible, and not later than sixty (45) 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.

### Section 7. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

7.1 Pursuant to Section 163.3174 (1), Florida Statutes, the County and Cities will invite a representative appointed by the School Board, as a non-voting member, to attend meetings of their local planning agencies or equivalent agencies that first consider comprehensive plan amendments and rezonings at which comprehensive plan amendments and rezonings are considered that would, if approved, increase residential density. The County and Cities may, at their sole discretion, appoint such School Board representative to the planning agency, and grant voting status to the School Board member.

7.2 The School Board will designate a staff representative to serve in an advisory support capacity on the County's staff development review committee, or equivalent body. In addition, the School Board representative shall be invited to participate at the meetings of the Cities' staff development review committees, or equivalent body, as appropriate, when development and redevelopment proposals are proposed that would create an increase in the number of residential units. It shall be the responsibility of School Board staff to review the potential impact of a proposed (re) development based on current Florida Inventory of School Houses (FISH) capacity (both permanent and relocatables) and be prepared to convey this information in writing to the local staff



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development review committees at least five days prior to the meeting or development review committee review, for their consideration. The School Board shall only be required to provide such review where the proposed (re) development will result in an increase of thirty (30) new units. This figure shall be considered only as a review threshold and shall not be construed to obligate the County or a City to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity. A copy of the plans shall be delivered to the School Board representative at least 15 working days prior to the proposed meeting date, or on the date the agenda is distributed.

7.3 The County and the Cities shall to transmit to the School Board copies of proposed land use applications and development proposals that may affect student enrollment, enrollment projections, or school facilities. This requirement applies to amendments to the comprehensive plan, future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects with a residential component.

7.4 Within 30 days after receipt of notification by the local government, which notification shall include development plans, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities, and shall be based on current FISH capacity at impacted schools (including permanent and relocatable satisfactory student stations), as well as any proposed student station additions in the area of impact. The School Board will also include any known capacity information on approved charter schools that provide relief in the area of impact.

7.5 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will determine and specify the options available to it to meet the anticipated student enrollment demand. Alternatively, the School Board, local government, and developer will use their best efforts to collaboratively develop options that aim to provide the capacity to accommodate new students generated from the new residential development. The School Board shall be responsible to review and consider funding options for the incremental increase in the projected number of students which include, but are not limited to, creation of new community development districts pursuant to Chapter 190, Florida Statutes, creation of educational facilities benefit districts as described in Section 1013.355, Florida Statutes, other available broad-based funding mechanisms to fund school capital construction, developer contributions in the form of land donation set asides, monetary contributions, or developer provided facility improvements in lieu of impact fees and other School Board approved measures such as public charter schools, public-private partnerships, or a combination of any of these. In its analysis of need, School Board staff shall also include information on the estimated educational facilities impact fee revenues to be generated by the development, as well as on any other available funding for capital projects specifically intended to mitigate the area of impact.

This Section shall not be construed to obligate a City to impose, assess or collect

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a school impact fee, unless provided by general law. As it relates to the collection of impact fees, this provision shall not be subject to dispute resolution under Section 9 of this Agreement.

This Section shall not be construed to obligate a City or County to deny a development should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity.

7.6 In the review and consideration of comprehensive plan amendments, rezonings, and development proposals, and their respective potential school impacts, the County and Cities should consider the following issues:

- a. School Board comments, which may include available school capacity or planned improvements to increase school capacity, including School Board approved charter schools and operational constraints (e.g., establishment of or modifications to attendance boundaries and controlled choice zones), if any, that may impact school capacity within an area, including public-private partnerships;
- b. The provision of school sites and facilities within planned neighborhoods;
- c. Compatibility of land uses adjacent to existing schools and reserved or proposed school sites;
- d. The potential for collocation of parks, recreation and neighborhood facilities with school sites;
- e. The potential for linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- f. Traffic circulation plans that serve schools and the surrounding neighborhood, including off-site signalization, signage, and access improvements;
- g. The general location of public schools proposed in the five-year work plan as well as other available information over a ten and 20-year time frame.

7.7 In formulating community development plans and programs, the County and Cities should consider the following issues:

- a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board District Educational Facilities Plan;
- b. Providing incentives that promote collaborative efforts between the School Board and the private sector to develop adequate school facilities in residential developments;

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- c. Targeting community development improvements in older and distressed neighborhoods near existing or proposed School Board owned and operated public schools and School Board approved charter schools; and
- d. Coordination with neighboring jurisdictions to address public school issues of mutual concern.
- e. Approval and funding of community development benefit districts (CDD'S) and other available funding mechanisms created by state law.

### **Section 8. Collocation and Shared Use**

8.1 Collocation and shared use of facilities are important to both the School Board and local governments. The School Board and Cities and County will work together, via the staff working group, to look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. 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.

8.2 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.

### **Section 9. Resolution of Disputes**

9.1 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. Oversight Process**

10.1 The School Board, the County, and a representative from each Municipality shall individually review the information provided by the Staff Working Group in a public hearing annually. Upon completion of review and receipt of public input, each of the parties shall enact a resolution identifying any revisions to the process. These resolutions will be submitted to the staff working group with recommended changes within thirty (30) days of the enactment of the resolution.

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### Section 11. Effective Date and Term

This Agreement shall become effective upon the signatures of the School Board and County and each city, and shall remain in full force and effect for a period of five (5) years from the effective date. The failure of any party to execute the Agreement by September 1, 2003 may subject that party to penalties as provided by statute. This Agreement may be earlier cancelled by mutual agreement of individual Cities or County and the School Board, unless otherwise cancelled as provided or allowed by law. 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 parties of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other parties agree in writing to such extension. Extensions shall be valid as to those parties consenting in writing thereto, even if not all parties hereto so consent.

### Section 12. 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.

### Section 13. Notice and General Conditions

- A. All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, 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.

Mayor  
Islamorada, Village of Islands  
P.O. Box 568  
Islamorada, Florida 33036-0568

Village Manager  
Islamorada, Village of Islands  
P.O. Box 568  
Islamorada, Florida 33036-0568

Mayor  
City of Key Colony Beach  
P.O. Box 510141  
Key Colony Beach, Florida 33051-0141

Mayor

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City of Key West  
525 Angela Street  
Key West, Florida 33041

City Manager  
City of Key west  
525 Angela Street  
Key West, Florida 33041

Mayor  
City of Layton  
P.O. Box 778  
Long Key Post Office  
Layton, Long Key, Florida 33001

Mayor  
City of Marathon  
1045-55 Overseas Highway  
Marathon, Florida 33050

City Manager  
City of Marathon  
1045-55 Overseas Highway  
Marathon, Florida 33050

Mayor  
Monroe County  
County Courthouse  
500 Whitehead Street  
Key West, Florida 33040

Superintendent  
The School Board of Monroe County, Florida  
241 Trumbo Road  
Key West, Florida 33040

- B. 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 14. Merger Clause**

This Interlocal Agreement together with the Exhibits hereto sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits then this Agreement will prevail.

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Any amendment to this Agreement requested by a local legislative body of the County or a participating municipality 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 local legislative body of the County and participating municipalities for consideration, within sixty (60) days of receipt of the request.

### **Section 15. Counterparts Clause**

This Interlocal Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

### **Section 16. Supplementary Agreements**

All parties to this Interlocal Agreement stipulate that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances. Any such Supplementary Agreement shall be consistent with the statutes governing this Interlocal Agreement.

### **Section 17. Favored Nations**

Should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to all other parties to this Interlocal Agreement.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Monroe County, Florida and the School Board of Monroe County, Florida on this 20th day of August, 2003.

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Dixie M. Spehar  
Mayor Dixie M. Spehar



Attest: **DANNY L. KOLHAGE**, Clerk

By: Gemma Hancock  
Deputy Clerk

IN WITNESS WHEREOF, the School Board, pursuant to a motion duly made, seconded and passed in open session, and by and through its' Chairman and Superintendent; have affixed their hands and seals, on the dates indicated, in Monroe County, Florida.

Approved As To Form:  
[Signature]  
Dirk M. Smits  
School Board Attorney

SCHOOL BOARD OF MONROE COUNTY, FLORIDA

By: Pat Labrada  
Pat Labrada, Chairman  
Date: August 26, 2003

Attest:  
By: John R. Padget  
John R. Padget, Superintendent

Date: August 26, 2003

FILED FOR RECORD  
2004 JAN 28 PM 1:44  
DANNY L. KOLHAGE  
CLERK  
MONROE COUNTY, FLA.

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
JOHN R. COLLINS  
COUNTY ATTORNEY  
Date: 09/15/03

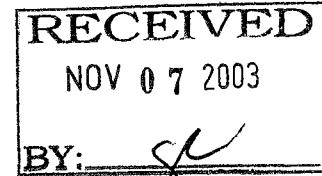


STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
*"Dedicated to making Florida a better place to call home"*

JEB BUSH  
Governor

COLLEEN CASTILLE  
Secretary

November 5, 2003



Hon. Patrick Labrada, Chairman  
Monroe County School District  
241 Trumbo Road  
Key West, Florida 33040

RE: Monroe County School Interlocal Agreement

Dear Chairman Labrada:

The Department has completed its review of the Public Schools Interlocal Agreement ("Agreement") entered into between School Board and the following local governments: Monroe County, Islamorada, Key West and Marathon pursuant to Section 163.31777, Florida Statutes. The Department is issuing a Notice of Intent to find the Agreement consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S. The Notice of Intent has been sent to the Florida Administrative Weekly for publication on November 14, 2003.

Please note that a copy of the executed Agreement and the Notice of Intent must be available for public inspection Monday through Friday, except legal holidays, during normal business hours, at Monroe County School District; 241 Trumbo Road; Key West, Florida 33040.

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S. If no petition is filed, this Notice of Intent will become final agency action.

**2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100**  
Phone: (850) 488-8466/Suncom 278-8466 FAX: (850) 921-0781/Suncom 291-0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956



Hon. Patrick Labrada  
November 5, 2003  
Page Two

If an affected person challenges this determination, you will have the option of requesting mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. Choosing mediation will not affect the right of any party to an administrative hearing.

If you have any questions, please contact Mike McDaniel, Growth Management Administrator at (850) 488.4925.

Sincerely yours,



Charles Gauthier, AICP  
Chief of Comprehensive Planning

CG/dh

Enclosure: Notice of Intent

cc: Hon. Dixie Spehar, Chair, Monroe County Board of County Commissioners  
Mayor, City of Key West  
Mayor, City of Marathon  
Mayor, Village of Islamorada  
Mr. Robert Daniel, South Florida RPC

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
NOTICE OF INTENT TO FIND  
PUBLIC SCHOOLS INTERLOCAL AGREEMENT  
CONSISTENT WITH SECTION 163.31777(2) AND (3), FLORIDA STATUTES  
DCA DOCKET NO. 44-01


The Department gives notice of its intent to find the Public Schools Interlocal Agreement ("Agreement") entered into by Monroe County, Islamorada, Key West, Marathon and the Monroe County School Board, pursuant to Section 163.31777, F.S., to be consistent with the minimum requirements of Sections 163.31777(2) and (3), F.S.

The Agreement is available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the South Florida Regional Planning Council; 3440 Hollywood Blvd, Suite 140; Hollywood, Florida 33021.

Any affected person, as defined in Section 163.31777(3)(b), F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Agreement is consistent with the minimum requirements of Section 163.31777(2) and (3), F.S. The petition must be filed within twenty-one (21) days after publication of this notice in the Florida Administrative Weekly, and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, and a copy mailed or delivered to Monroe County, Islamorada, Key West, Marathon and the Monroe County School Board. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

If a petition is filed, other affected persons may petition for leave to intervene in the proceeding. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. A petition for leave to intervene shall be filed at the Division of Administrative Hearings, Department of Management Services, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing under Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

If a formal or informal proceeding is commenced as described above, any party to that proceeding may suggest mediation under Section 120.573, F.S. Mediation is not available as of right, and will not occur unless all parties agree to participate in the mediation. Choosing mediation does not affect the right to an administrative hearing.

  
Charles Gauthier, AICP  
Chief of Comprehensive Planning  
Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100