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**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-69**

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MARATHON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA (HEREINAFTER, THE "CITY") AND SCHOOL BOARD OF MONROE COUNTY, FLORIDA (HEREINAFTER, THE "SCHOOL BOARD") PROVIDING THE MECHANISM FOR THE PROCEDURES IN COORDINATING THE DEVELOPMENT OF NEW OR EXPANDED SCHOOL FACILITIES; PROVIDING FOR SIGNATURE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS the City and the School Board recognize their mutual obligation and responsibility for the education, nurturing, and general well-being of the children residing in Marathon; and

WHEREAS, the City and the School Board recognize the benefits that will flow the citizens and the students of their communities by more closely coordinating the planning of school facilities with the City's Comprehensive Land Use Plan; and

WHEREAS, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act Of 1969" ("the Act"), 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 influencing the needs and development of local communities". (Sec. 163.01(2), F.S.); and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location and planning of public educational and ancillary facilities must be consistent with the comprehensive plan and implementing land development regulations set forth by the relevant government body; and

WHEREAS, Sections 163.3177(h)(1)-(2) provide that each local government must adopt an intergovernmental coordination element within their comprehensive plan that states principles and guidelines to be used in the accomplishment of the coordination of the adopted comprehensive plans of the school boards and describe the process for collaborative planning and decision-making on population projections and locations of new public-school facilities; and

WHEREAS, by entering into this agreement, the School Board and City are fulfilling their statutory obligations regarding coordination of school facility planning; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. This Resolution and the attached Interlocal Agreement (ILA – Provided as Attachment “A”) are hereby approved.

Section 3. The Mayor and City Manager are authorized to sign the Agreement.

Section 4. The City Clerk is directed to forward a certified copy of this Resolution to the Monroe County School District.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF JULY 2022.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Cook, Gonzalez, Still, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Steve Williams, City Attorney

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

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 12th day of July, 2022, by and between the SCHOOL BOARD OF MONROE COUNTY, FLORIDA, as contracting agent for the Monroe County School District ("School Board") and the CITY OF MARATHON, FLORIDA (the "City"), 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 residing in Marathon; and

WHEREAS, the City and the School Board recognize the benefits that will flow the citizens and the students of their communities by more closely coordinating the planning of school facilities with the City's Comprehensive Land Use Plan, namely: (1) better coordination of development of new and renovated school facilities in time and place; (2) greater efficiency for the School Board and City by planning school facility development in congruence with existing and planned roads, water, sewer and recreational facilities within the City; (3) improved student safety and access to schools by coordinating the construction of new and expanded schools with road and sidewalk construction programs led by the City; (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 recreational and athletic facilities, such as parks, ball fields and libraries in a manner that takes the advantage of joint-use opportunities; (6) reduction of urban sprawl and support of existing neighborhoods by appropriate location of new schools and expansion of existing facilities; and (7) improving the quality of education in existing, renovated and proposed schools; and

WHEREAS, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act Of 1969" ("the Act"), 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 influencing the needs and development of local communities". (Sec. 163.01(2), F.S.); and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location and planning of public educational and ancillary facilities must be consistent with the comprehensive plan and implementing land development regulations set forth by the relevant government body; and

WHEREAS, Sections 163.3177(h)(1)-(2) provide that each local government must adopt an intergovernmental coordination element within their comprehensive plan that states principles and guidelines to be used in the accomplishment of the coordination of the adopted comprehensive plans of the school boards and describe the process for collaborative planning and decision-making on population projections and locations of new public school facilities; and

WHEREAS, by entering into this agreement, the School Board and City are fulfilling their statutory obligations regarding coordination of school facility planning; and

NOW THEREFORE BE IT MUTUALLY AGREED UPON BY THE PARTIES that the following procedures will be observed in coordinating the development of new or expanded school facilities:

AGREEMENT

Section 1: Tentative District Educational Facilities Plan

1.1 Each year in which the School Board intends to develop new school facilities or engage in the expansion of existing school facilities, the School Board shall submit to the City the tentative district educational facilities plan (the "Plan") prior to adoption by the School Board. The Plan shall be consistent with the requirements of Florida Statute § 1013.35 and include projected student populations geographically, an inventory of existing school facilities, projections of facility space needs, information on portable/relocatable classrooms, general locations of new schools for the five (5), ten (10) and twenty (20) year time frames, and the options to reduce the need for additional permanent student stations. The Plan shall also include a financially feasible district facilities work program for a five (5) year period. The City shall review and evaluate the Plan and provide comments to the School Board within sixty (60) days of submission to the City on the consistency of the Plan with the City's Comprehensive Land Development Plan, including but not limited to the compatibility of the Plan with the Future Land Map Series and whether any amendment to the Comprehensive Land Development Plan would be necessary for any proposed new or expanded educational facility.

Section 2. Educational Plan Survey

2.1 The School Board will remain responsible for reporting and submitting updates to the Educational Plan Survey. The Educational Plan Survey shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include, at a minimum, 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 shall 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 City's Comprehensive Land Use Plan, 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 City's Comprehensive Land Use Plan in accordance with Florida Statute § 1013.33.

2.2 The School Board shall utilize student population projections produced by the demographic, revenue and education estimating conferences pursuant to Florida Statute § 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 provided by the Florida Department of Education. In formulating such a request, the School Board shall coordinate with the City regarding development trends and future population projections.

Section 3. City Comprehensive Plan Amendments and Re-Zoning

3.1 Pursuant to Florida Statute § 163.3174(1), the City Planning Agency responsible for first reviewing rezoning and comprehensive plan amendments shall include a representative appointed by the School Board as a nonvoting member of the local planning agency to provide input and coordination as applicable to planned development of school facilities.

3.2 The City shall transmit to the School Board copies of proposed amendments to the City Comprehensive Land Use Plan that may affect student enrollment, enrollment projections, or school facilities at least sixty (60) days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related amendments and provide comments, if applicable, to the City within thirty (30) days of receipt of the proposed amendments.

Section 4. Collocation and Shared Use

4.1 Collocation and shared use of facilities are important to both the School Board and City. The School Board and City shall work together, through the School Board and City's administrative staff, to look for opportunities to collocate and share use of school facilities and civic facilities when preparing or reviewing the Plan. Likewise, collocation and shared use shall be considered by the City when preparing any update to the Comprehensive Land Use 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, recreational 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 amendment to this Agreement 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 issue(s) 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 municipal facilities for student use, such as the 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. Supporting Infrastructure

5.1 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 renovations of existing schools. 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 percent (5%) increase in student capacity as certified by the Florida Department of Education. Prior to approving any significant renovation or construction, the School Board shall hold a public workshop to receive public input. Nothing in this section shall be construed to require the City to bear the cost of infrastructure improvements related to school improvement or development.

Section 6. Public Education Facilities Site Plan Review

6.1 The School Board shall coordinate all proposed construction or significant renovation of school facilities within the City's jurisdiction with all applicable statutory requirements and environmental protection provisions of the City's adopted Comprehensive Land Use Plan. This coordination shall be accomplished in accordance with the provisions of Sections 1013.33(6) and (7). The School Board shall submit a completed site plan for the City's review of consistency with the Comprehensive Land Use Plan as early as feasible in the design process, and in any case, no later than ninety (90) days prior to commencement of construction. The City shall provide all comments to the School Board as expeditiously as possible and shall notify the School Board within forty-five (45) days of receipt of its request for a determination of consistency if the proposed site plan is consistent with the City's Comprehensive Land Use Plan. In accordance with Florida Statute § 1013.33(6), failure of the City to provide a determination of consistency within ninety (90) days of receipt of the School Board's request for such determination shall be deemed approval of the proposed site plan.

Section 7. Notice and General Conditions

7.1 All notices which may be given pursuant to this Agreement, except notices for meetings provided elsewhere herein, shall be in writing and shall be delivered by personal service or certified mail return receipt requested, addressed to the parties below at their respective addresses, or as the same may be amended in writing from time to time by either party. Such notice shall be deemed given on the day personally served or mailed.

- (a) City of Marathon
Attn: City Manager
9805 Overseas Highway
Marathon, Florida 33050 | 305-743-0033

- (b) Monroe County School District
Attn: Office of Superintendent
241 Trumbo Road
Key West, FL 33041

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

Section 8. Amendments

Any amendment to this Agreement requested by either party shall be placed on the agenda of a regularly scheduled meeting of the governing body of the non-requesting party within sixty (60) days of receipt of such request.

Section 9. Resolution Disputes

If the parties to are unable to resolve any issue that they may be in disagreement with covered by the terms of this Agreement, the parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time. Each party shall bear their own attorney's fees and costs.

Section 10. Effective Date and Term


This Agreement shall take effect upon its adoption by the governing bodies of both School Board and the City. The Agreement shall remain in full force and effect for a period of five (5) years and shall thereafter automatically renew annually unless terminated by either party. School Board or the City may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party in accordance with the notice provisions of the Agreement.

Section 11. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties below have hereunto set their hands and seal as of the first date and year written above.

SCHOOL BOARD

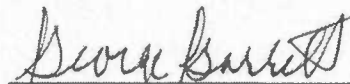


Theresa Axford, Superintendent of
Schools

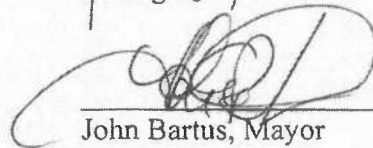


John Dick, School Board Chair

CITY OF MARATHON



George Garrett, City
Manager



John Bartus, Mayor