

INTERLOCAL AGREEMENT

The City of Coral Gables (“City”) and the Miami-Dade County Public School Board (“School Board”) hereby enter into the following Interlocal Agreement, in accordance with Section 164.1057, F.S. in order to resolve certain issues between them.

Recitals

A. The City initiated the conflict resolution procedures provided in chapter 164, Florida Statutes, in order to resolve certain concerns over the installation of new windows at Coral Gables Preparatory Academy, f/k/a Coral Gables Elementary School (“CGPA”) and the expansion of Henry S. West Laboratory School (“West Lab”).

B. The City alleged that the School Board failed to comply with the City’s historic preservation regulations and processes, which the City perceives as a fundamental dispute, the resolution of which would also affect future renovations.

C. The City also disputed the School Board’s right to commence the expansion work of West Lab, also located in the City, without complying with the processes and procedures detailed in the City’s zoning code.

D. The City and the School Board held a conflict assessment meeting under chapter 164 on December 19, 2017, held other meetings on these matters and have had numerous discussions between their respective representatives, in order to resolve their differences.

E. This Agreement does not constitute an admission by either party to having committed, or having any liability for, or of having engaged in any alleged wrongful actions or conduct. Rather, this Agreement is entered into by the parties solely to end any controversy or conflict between them.

F. The City and the School Board have fully complied with chapter 164, Florida Statutes with respect to all issues addressed in this Agreement.

Based on the foregoing recitals, the City and the School Board enter into the following Agreement:

Agreement

1. CGPA: Replacement of Windows. In order to resolve their differences regarding the replacement of windows at CGPA, which the City alleged was in violation of the City’s historic preservation regulations, the City and School Board have agreed that the new windows installed by the School Board at CGPA shall remain in place. The City, at its option, may order replacement windows that comply with the City’s historic preservation regulations for CGPA. If the City chooses to replace the existing windows, in addition to meeting the City’s historic preservation standards, the new windows shall meet the State’s Notice of Acceptance (“NOA”) standards and

shall be metal. The City, if it chooses to go forward, will coordinate installation of the new windows with the School Board in order to minimize disruption to school operations, and shall be given a reasonable time to install the windows after delivery, taking into account the school calendar and avoiding disruption to class schedules. In this case, the City shall be responsible for the costs of removal of the windows presently installed at CGPA, installation of the new windows, and the School Board shall be responsible for storing all windows involved in this project pending their installation, and will cooperate with the City in seeking grants, if any, to provide funding.

2. **Process for Modifying Historic Structures.** In the future, should the School Board seek to modify, demolish, replace, repair, or otherwise alter a designated historic structure within the City of Coral Gables, the School Board shall consult with the City's Historical Resources and Cultural Arts Director prior to beginning work on the structure. In providing input on the proposed alteration, the Historical Resources and Cultural Arts Director will balance the necessity of protecting the health, safety, and welfare of the individuals within the school and preserving the historic nature of the structure.

3. **West Lab: Expansion and Increased Student Capacity.** In order to resolve their differences with regard to the expansion at West Lab, the City and the School Board have agreed that the School District staff will provide the City with a draft outline of the technical details of the expansion process which shall comply with the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County executed on December 12, 2007, and submit the draft to the City Manager, through the Assistant City Attorney/Intergovernmental Affairs Manager, for his/her input. By adhering to this voluntary administrative process, the School Board shall not waive its right to claim any legal exemption from the process that may apply. Likewise, the City shall not waive its right to claim that the School Board is required to comply with the City's formal zoning approval process. These provisions shall be only applicable to any future expansion of West Lab.

4. **Voluntary Administrative Zoning Review Process.** In furtherance of the goals outlined in the Amended and Restated Interlocal Agreement for Public School Facility Planning in Miami-Dade County, the School Board agrees to a voluntary administrative zoning review process to ensure collaborative planning and decision-making between the School Board and the City in the future. This process shall entail an administrative review by the City Manager and/or the City Manager's designee(s) and review by the Design Review Committee ("DRC"). The voluntary administrative review process should be coordinated through the Assistant City Attorney/Intergovernmental Affairs Manager prior to the commencement of work. If the structure at issue is designated historic, the City's Historical Resources and Cultural Arts Director will participate in the voluntary administrative zoning review process. Any determinations by the DRC will solely constitute recommendations for the School Board's consideration.

5. **Compliance with Chapter 164, Florida Statutes.** It is agreed that all parties have fully complied with Chapter 164, Florida Statutes, and that no further conflict assessment meetings or other public meetings are necessary or will be held to resolve the issues resolved in this Agreement. Anything to the contrary notwithstanding, this Agreement is not intended to, shall not

be considered as evidence of, nor constitute a waiver of the School Board's sovereign immunity, nor of the School Board's authority and jurisdiction over its school sites and facilities situated in Miami-Dade County, Florida. Moreover, the provisions underlying this Agreement shall not serve as precedent for any other dispute between the parties hereto or for any other matter, nor may it be employed as a favored nation clause for any other agreement involving either party.

6. Approval of the Miami-Dade County School Board and Coral Gables City Commission. To the extent that any of the provisions of this Agreement require approval of the School Board or the City Commission of the City of Coral Gables at a public meeting, those provisions will be recommended for approval at the next scheduled meeting of the respective public body on which the item can reasonably be added to the agenda.

Dated this ____ day of _____, 2019.

THE SCHOOL BOARD OF MIAMI- DADE COUNTY, FLORIDA _____	THE CITY OF CORAL GABLES _____
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Approved as to Form and Legal Sufficiency:

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