

RESOLUTION NO. 12-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "MEMORANDUM OF UNDERSTANDING REGARDING PARAMETERS FOR NEGOTIATION OF GLYNN R. ARCHER SCHOOL PROPERTY"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, discussions between City and School District staff have produced the attached proposed Memorandum of Understanding; and

WHEREAS, the School Board unanimously approved the Memorandum of Understanding at its January 24, 2012 meeting;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

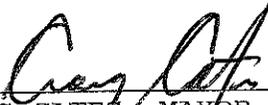
Section 1: That the attached "Memorandum of Understanding Regarding Parameters for Negotiation of Glynn R. Archer School Property" is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 7th day of February, 2012.

Authenticated by the Presiding Officer and Clerk of the Commission on 8th day of February, 2012.

Filed with the Clerk on February 8, 2012.

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

**MEMORANDUM OF UNDERSTANDING REGARDING PARAMETERS FOR  
NEGOTIATION OF GLYNN R. ARCHER SCHOOL PROPERTY**

THIS AGREEMENT is made by and between the **SCHOOL BOARD OF MONROE COUNTY, FLORIDA**, whose address is 241 Trumbo Road, Key West, Florida 33040 ("School Board"), and the **CITY OF KEY WEST**, a Florida municipal corporation, whose address is Post Office Box 1409, Key West, Florida 33041 (the "City").

Whereas, the School Board has commenced construction at the HOB campus for the relocation of a new elementary school for the students currently housed at Glynn R. Archer School; and

Whereas, the School Board has indicated the Glynn Archer site will be available once it completes plans to relocate students to the new facility; and

Whereas, on November 2, 2010, 70.5 % of the voters casting ballots authorized the City of Key West to move forward with negotiations for the acquisition of the Glynn R. Archer School property; and

Whereas, the School Board and City of Key West can realize greater efficiencies for the combined good of the public by making use of Glynn R. Archer School as described herein; and

Whereas, to ensure that contract negotiations proceed in the most expeditious and cost-efficient manner, the parties desire to enter into a Memorandum of Understanding for the purpose of defining the parameters within which their staffs are authorized to negotiate; and

**THE SCHOOL BOARD AND CITY THEREFORE AGREE AS FOLLOWS:**

1. **Recitals.** The above recitals are true and correct.
2. **Potential Contract Terms.** Any contract for the acquisition, disposition and use of the Glynn R. Archer School property shall include the following provisions:

- A. The School Board and City shall agree to jointly utilize the property as described herein and work cooperatively to reduce costs for the benefit of the taxpayers.
- B. The School Board shall convey without cost the Glynn R. Archer Elementary School real property (1300 White Street; RE 00040100-000000) to the City, reserving for itself the structures and land upon which they are situated known as Gym and Art buildings (Described on Exhibit "1" as Buildings "D" and "C").
- C. The City intends to occupy the Buildings described on Exhibit "1" as buildings "A" and "B" and demolish building "C" to include parking.
- D. The City agrees to renovate the existing auditorium for public meeting space and shall permit the School Board to use such space without charge upon appropriate scheduling with the City. The historic mural located in the auditorium shall be retained.
- E. The City and School Board further agree to jointly utilize the public parking on the site at such time as the School Board may desire to reconstruct the areas occupied by Buildings "D" and "C" for administrative space for the School District.
- F. The City shall provide office space for the Superintendent, one office for all School Board members, and an administrative assistant within building "A". Such space shall be located near the entrance and readily identifiable to the public.
- G. The property shall retain the name of Glynn Archer name in some form (E.g. Josephine Parker City Hall at Historic Glynn Archer School).
- H. The City shall provide land for use by the School Board for the parking of its buses on property adjacent to Gerald Adam's School and the City's proposed transit facility on Stock Island. Such land shall be provided by transfer or long term lease without charge.
- I. Any property transferred by any party shall contain a restrictive covenant and reverter clause specifying such land may only be utilized for public purposes.
- J. In addition to any contract entered into by the parties, the School Board and City shall enter into an interlocal agreement for the management of the joint use areas of the property.
- K. The School Board intends to ~~make the Glynn Archer property available to the City~~

between January 2013 and June 2013. In no event will the property be conveyed later than June 28, 2013.

L. Upon approval of this Memorandum, each party's administrative and legal staff shall work expeditiously to bring a contract and interlocal agreement before the respective elected bodies for final approval.

3. **Termination/Duration of Agreement.** Either party may terminate this agreement at any time, with or without cause. Termination shall take effect fifteen (15) working days after receipt of written notification as evidenced by a certified mail receipt.
4. **Venue, Interpretation, Costs, and Fees.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the School Board and City agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe City, Florida. The School Board and City further agree that, in the event of conflicting interpretations of the terms or a term of this Agreement between the School Board and City, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Additionally, the School Board and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe City.
5. **Notices.** Notice shall be provided as follows:

Monroe County School Board  
Superintendant of Schools  
241 Trumbo Road  
Key West, Florida 33040  
(305) 293-1400

City of Key West  
City Manager  
P.O. Box 1409  
Key West, FL 33040  
(305) 809-3700

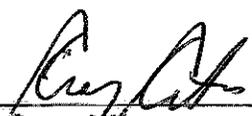
Any notice or other written communication between the agencies shall be considered delivered when posted by Certified Mail, Return Receipt Requested or delivered in person.

6. Severability. In the event one or more provisions of this Agreement are declared invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
7. Legal Obligations and Responsibilities; Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating agency from any obligation or responsibility imposed upon the agency by law except to the extent of actual and timely performance thereof by any other participating agency, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the participating agencies, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapter 163, Florida Statutes.
8. Effective Date. This Memorandum of Understanding shall become effective upon execution by both parties. The Memorandum may be executed in counterparts, each which shall be deemed an original and all of which together shall be considered the same agreement.
9. Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the School Board and City agree that neither the School Board nor the City or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

IN WITNESS WHEREOF, the School Board and the City have considered this Memorandum at an appropriately noticed public meeting and authorized executing of the agreement by the individuals below.

City of Key West

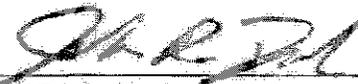
By:   
James K. Scholl, City Manager

By:   
Craig Cates, Mayor

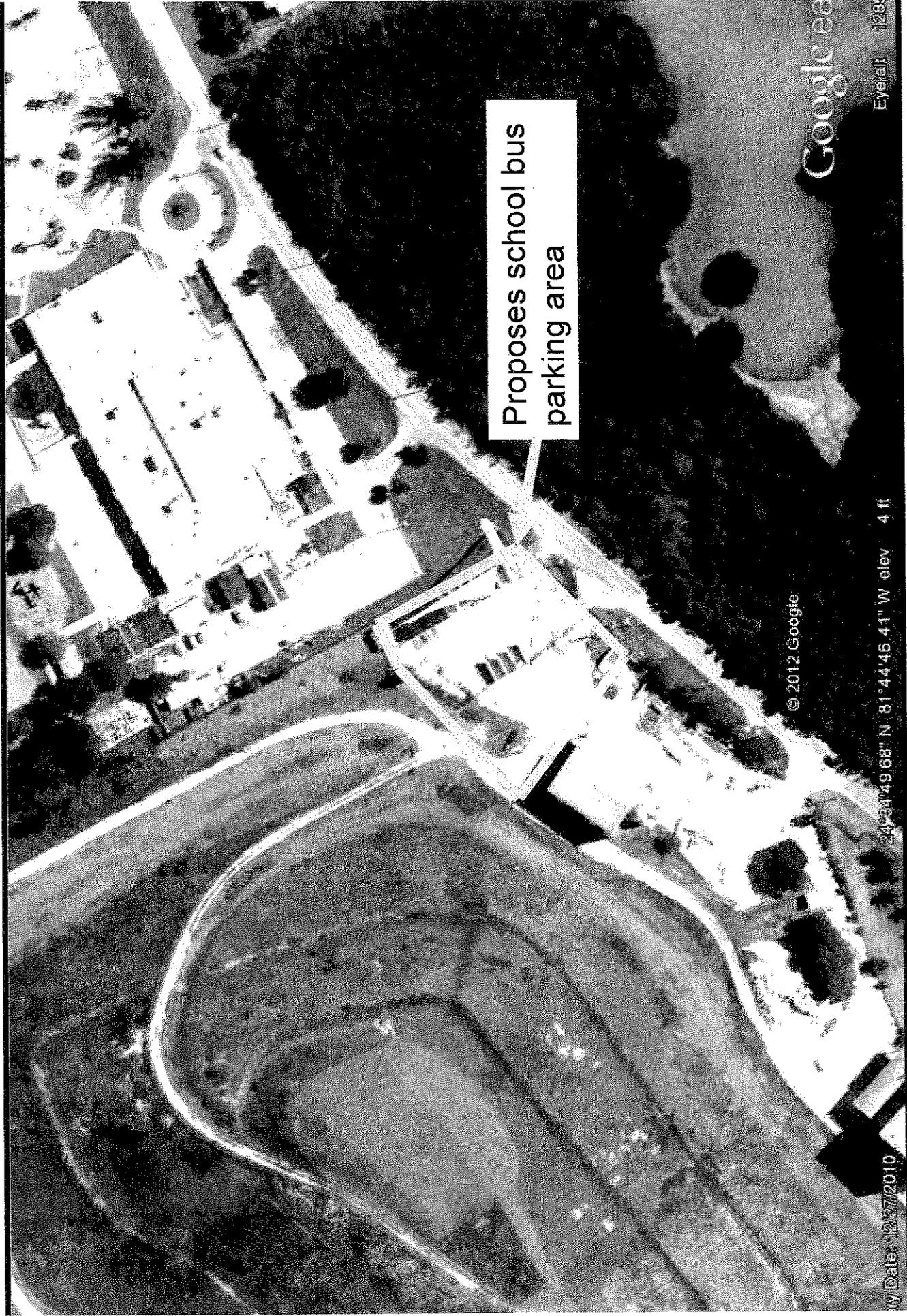
Date: 08 FEB 2012

Monroe County School District

By:   
Dr. Jesus Lara, Superintendent

By:   
John Dick, Chairman

Date: Jan. 24, 2012



Proposes school bus parking area

Google ea

Eye alt: 1288

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24°33'49.68" N 81°44'46.41" W elev 4 ft

ay Date: 12/27/2010