

RESOLUTION NO. 2003-120

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES, TWENTY-FOUR NONEXEMPT MUNICIPALITIES, MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, AS REQUIRED BY SECTION 163.31777 AND SECTION 1013.33, FLORIDA STATUTES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”), along with Miami-Dade County (the “County”), the other twenty-four nonexempt municipalities in the County (collectively referred to as the “Cities”) and the School Board of Miami-Dade County (the “School Board”) recognize the benefits that will flow to the citizens and children of their communities by more closely coordinating their comprehensive land use and school facilities planning programs;

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities be consistent with the comprehensive plan and implementation of land development regulations of the appropriate local governments;

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, requires that the County and the Cities enter into an interlocal agreement with the School Board to establish jointly the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated (the “Agreement”); and

WHEREAS, by entering into this Agreement, the School Board, County, Cities and the Town are fulfilling their statutory obligations and requirements, recognizing the benefits that will accrue to their citizens and students.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, THAT:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Execute Agreement. The Interlocal Agreement between the Town of Miami Lakes, twenty-four nonexempt municipalities, Miami-Dade County, and The School Board of Miami-Dade County, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Execution of Contract. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to execute and deliver any additional documents pertaining to the Agreement and to take all action necessary to implement the terms and conditions of the Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of February, 2003.

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Beatris M. Arguelles
Beatris M. Arguelles
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
TOWN ATTORNEY

Collins / meador

Council voted <u>7-0</u> as follows:	
Mayor Wayne Slaton	<u>[Signature]</u>
Vice Mayor Roberto Alonso	<u>[Signature]</u>
Councilmember Mary Collins	<u>[Signature]</u>
Councilmember Robert Meador	<u>[Signature]</u>
Councilmember Michael Pizzi	<u>[Signature]</u>
Councilmember Nancy Simon	<u>[Signature]</u>
Councilmember Peter Thomson	<u>[Signature]</u>

**INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLAN
IN MIAMI-DADE COUNTY**

*Attach to
Reso.*

This agreement is entered into between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities"), and The School Board of Miami-Dade 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 a semi-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, the Latin Builders Association and the Builders Association of South Florida 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 School Board Superintendent, or designee.

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 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 at least once every two years 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 June 30th 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 60 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 3.5, will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, 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 The County and the School Board shall annually review the Educational Facilities Impact Fee Ordinance, its formula, and the Educational Facilities Impact Fee Methodology and Technical Report, and if appropriate, make recommendations for revisions to the Board of County Commissioners. Among the goals of this annual review will be the adjustment of impact fee structure to ensure the full eligible capital costs, as allowed by the governing ordinances, associated with development of public school capacity is included. In reviewing the Educational Facilities Impact Fee Ordinance (EFIFO) the County and School Board shall employ their best efforts to evaluate a more equitable distribution of impact fee assessments, including redistricting to create east/west alignments of benefit districts throughout the County. Such benefit districts should combine urban infill and emerging development areas within the County.

3.4 Growth and Development Trends: By January 31st 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) The County shall report to the School Board the school impact fees collected annually on building permit applications, said report shall include the amount of the fee collected and location of the proposed residential development. The School Board shall report to the County to each City how the impact fee revenue and all other school contributions have been spent within the Benefit District in which it was collected. All data shall include source information for verification and be provided in a format consistent with other capital expenditures;
- (d) 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
- (e) 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.

3.5 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 amend its rule 6Gx13-2C-1.083, Section II.D. Membership, to expand the membership of its standing School Site Planning and Construction Committee (SSPCC) by four voting members as follows: "a floating member" designated by the City Manager of the most impacted municipality to which the agenda item relates whenever an agenda item concerns any incorporated area of Miami-Dade County, or if

it concerns an unincorporated area, this "floating member" shall be from the geographically nearest municipality most impacted by the agenda item; a representative selected by the Miami-Dade County League of Cities; a Miami-Dade County representative selected by the County Manager or designee;" and "a member of the residential construction industry." For purposes of this Section, a floating member from the most impacted local government shall be defined as the local government jurisdiction in which the proposed project is located. In the event that this rule change is not accomplished as required herein, the School Board shall approach the Cities and County and negotiate an amendment to this Agreement with a mutually acceptable alternative means of coordination on all issues herein allocated to the SSPCC. The SSPCC shall review potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools, and make recommendations on these and all other issues within its purview under the Rule for consideration by School Board staff. The SSPCC shall also:

(a) Host a planning forum on an annual basis or more often as may be needed. For purposes of this forum, the SSPCC shall invite a representative from each of the impacted units of government to participate in the proceedings and to provide input and comments, for consideration by the SSPCC in its deliberations. 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, at least one staff member of the County and a representative from each of the affected Cities. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee for the upcoming year.

(b) Invite a staff representative from each unit of local government affected by an agenda item at any SSPCC meeting throughout the year to attend that meeting. It shall provide a full opportunity for such local government representatives to provide comments, and shall consider those comments in its deliberations. Based on information gathered during the review, the SSPCC will submit recommendations to the Superintendent or designee on these items.

For purposes of this Sub Section, an affected local government shall be defined as follows:

- a. Any jurisdiction within fifteen hundred feet of the property or improvement; and
- b. Any jurisdiction whose utilities are utilized by the School Board property or improvement.

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 relocatables, or 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 student stations at existing schools shall be in accordance with School Board Rule 6Gx13-2C-1.083, as may be amended from time to time and attached hereto as Exhibit "A". Any proposed amendments to this rule, which may impact upon the terms of this Interlocal Agreement, shall be submitted to the affected local units of government prior to submission to the SSPCC and to the School Board.

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 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 a greater than five (5) percent increase in student capacity, the location

of portables, or additions to existing buildings. 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 Miami-Dade County, with the County's Comprehensive Development Master Plan (CDMP) and local land development regulations in accordance with the review procedures outlined in Miami-Dade County Resolution R-535-92, as adopted on May 5, 1992.
- 6.2 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. 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, Rezoning, and Development Approvals

7.1 Pursuant to Section 163.3174 (1), Florida Statutes, the County and Cities will invite a staff 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 in FISH capacity (permanent and relocatables) in excess of 115%. 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. The School Board's review shall be conducted in accordance with the methods set forth in the procedures manual to be adopted in accordance with the provisions set forth in this Agreement.

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 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 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 and the SSPCC, 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.

Section 10. Oversight Process

10.1 The School Board shall appoint up to nine (9) citizen members, the County and the Miami-Dade County League of Cities shall each appoint up to five (5) citizen members to serve on a committee to monitor implementation of the interlocal agreement. The School Board shall organize and staff the meetings of this Committee, calling on the staff working group for assistance as needed. It shall provide thirty (30) days written notice of any meeting to the members of the Committee, the staff working group, the SSPCC, County, Cities and to the public. Committee members shall be invited by the School Board to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The Committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. Meetings of the Committee shall be conducted as public meetings, and provide opportunities for public participation.

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 March 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.

City Manager
City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180
Phone: (305) 446-8910
Fax: (305) 466-8919

Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

City Manager
City of Coral Gables
P.O. Box 141549
Coral Gables, Florida 33114-1549

Mayor
Village of El Portal
500 N.E. 87 Street
El Portal, Florida 33138-3517

Mayor
City of Florida City
P.O. Box 343570
Florida City, Florida 33034-0570

Mayor
City of Hialeah
P.O. Box 110040
Hialeah, Florida 33011-0040

Chief Zoning Officer
City of Hialeah Gardens
10001 N.W. 87 Avenue
Hialeah, Gardens, Florida 33016

City Manager
City of Homestead
790 North Homestead Boulevard
Homestead, Florida 33030

Village Manager
Village of Indian Creek
9080 Bay Drive
Indian Creek Village, Florida 33154

Village Manager
Village of Key Biscayne
85 West McIntyre Street
Key Biscayne, Florida 33149

City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

City Manager
City of Miami Beach
City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139

Town Manager
Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

Village Manager
Village of Miami Shores
10050 N.E. Second Avenue
Miami Shores, Florida 33138

City of Miami Springs
201 Westward Drive
Miami Springs, Florida 33166-5259

City Manager
City of North Bay Village
7903 East Drive
North Bay Village, Florida 33141

City Manager
City of North Miami
776 N.E. 125 Street
North Miami, Florida 33161

City Manager
City of North Miami Beach
17011 N.E. 19 Avenue
North Miami Beach, Florida 33162

Director of Community Development and Planning
City of Opa-Locka
777 Sharazad Boulevard
Opa-Locka, Florida 33054

Village Attorney
The Village of Palmetto Bay
3225 Aviation Avenue, Suite 301
Miami, Florida 33133

Planning Director
Village of Pinecrest
11551 S. Dixie Highway
Pinecrest, Florida 33156

City Manager
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

Deputy City Attorney
City of Sunny Isles Beach
17070 Collins Avenue
Sunny Isles Beach, Florida 33160

Mayor
City of Sweetwater
500 S.W. 109 Avenue
Sweetwater, Florida 33174-1398

City Manager
City of West Miami
901 S.W. 62 Avenue
West Miami, Florida 33144

Miami-Dade County
Director Department of Planning & Zoning
111 N.W. First Street
Miami, Florida 33128

Superintendent
The School Board of Miami-Dade County, Florida
1450 N. E. 2 Avenue, Room 912
Miami, Florida 33132

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.

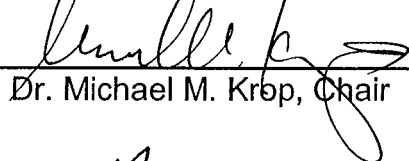
Section 17. Favored Nations

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.

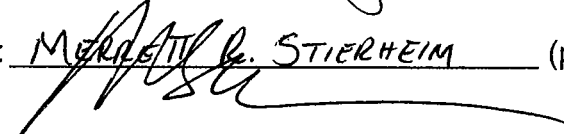
IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2003.

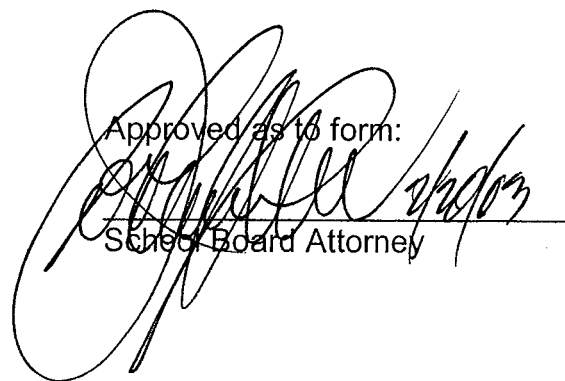
The School Board of Miami Dade County, Florida

Attest: DR. MICHAEL M. KROP (print)

By: 
Dr. Michael M. Krop, Chair

Attest: MERRETT R. STIERHEIM (print)

By: 
Merrett R. Stierheim, Secretary

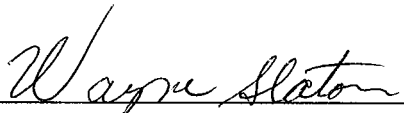
Approved as to form:

School Board Attorney

Signature page to be provided by each municipality.

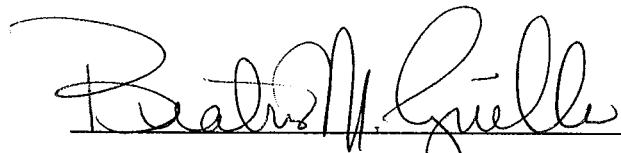
**INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
IN MIAMI-DADE COUNTY**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida, Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and, on this 11th day of February, 2003.

As to The Town of Miami Lakes:




Mayor, Wayne Slaton



Beatris M. Arguelles Town Clerk

*Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:*



Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
Town Attorney

**FIRST SUPPLEMENTAL AGREEMENT
TO
INTERLOCAL AGREEMENT
FOR
PUBLIC SCHOOL FACILITY PLANNING
IN MIAMI-DADE COUNTY**

This First Supplemental Agreement (hereinafter referred to as the "Supplemental Agreement") to the Interlocal Agreement for Public School Facility Planning in Miami-Dade County (hereinafter referred to as the "Agreement") is entered into between The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School Board"), and one or more of the following local governments in Miami-Dade County, whose joinder in the Supplemental Agreement is indicated by their execution hereof: Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami (hereinafter collectively referred to as "Cities"), and.

RECITALS

WHEREAS, the County, Cities and the School Board have entered into the Interlocal Agreement for Public School Facility Planning in Miami-Dade County; and,

WHEREAS, the County, Cities and the School Board agree that certain non-substantive refinements to the Agreement are appropriate to improve the process contemplated in the Agreement; and

WHEREAS, Paragraph 16 of the Agreement provides that the School Board may enter into Supplementary Agreements with individual municipalities to address individual circumstances; and

WHEREAS, Paragraph 17 of the Agreement provides that should the School Board enter into an agreement with another municipality, separate or otherwise, which provides more beneficial terms than those agreed to in the Interlocal Agreement, the School Board shall offer the same terms to all other parties to this Interlocal Agreement; and

WHEREAS, the School Board and certain municipalities desire to enter into this Supplemental Agreement, addressing certain non-substantive matters on which the parties have reached agreement.

AGREEMENT

NOW THEREFORE, be it mutually agreed between the School Board, the County and the Cities that the Agreement is modified to provide for the following amended procedures to be followed in coordinating land use and public school facilities planning:

Section 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 a semi-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, the Latin Builders Association and the Builders Association of South Florida 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 School Board Superintendent, or designee, provided however, that the School Board staff shall use its best efforts to schedule the initial meeting to occur in a timely manner to provide meaningful

participation by local governments in the School Board's 2003-04 planning process.

Section 1.2:

The School Board Superintendent and/or designee shall coordinate ~~an annual~~ bi-annual joint workshop sessions 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 initial joint workshop session shall be held within six (6) months of the date of the execution of the Interlocal Agreement by all parties, but no later than March 1, 2004 to present, discuss, consider and negotiate modifications or amendments to the Agreement; provided however, that any such modifications and amendments shall be consistent with the statutes governing the Agreement. Modifications and amendments shall be considered by each party to this Agreement in accordance with Section 14. 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 3.3:

The County and the School Board shall annually review the Educational Facilities Impact Fee Ordinance, its formula, and the Educational Facilities Impact Fee Methodology and Technical Report, and if appropriate, make recommendations for revisions to the Board of County Commissioners. Among the goals of this annual review will be the adjustment of impact fee structure to ensure the full eligible capital costs, as allowed by the governing ordinances, associated with development of public school capacity is included. In reviewing the Educational Facilities Impact Fee Ordinance (EFIFO) the County and School Board shall employ their best efforts to evaluate a more equitable distribution of impact fee assessments, including redistricting to create east/west alignments of benefit districts throughout the County. Such benefit districts should combine urban infill and emerging development areas within the County. The School Board and County are encouraged to

provide for local government, industry and citizen participation and input prior to submitting recommendations to the Board of County Commissioners for substantive revisions to the Educational Facilities Impact Fee Ordinance, its formula, and/or the Educational Facilities Impact Fee Methodology and Technical Report, including the adjustment of impact fee structure or benefit district boundaries.

Section 4.1:

The School Board staff shall endeavor to ensure rule making proceedings are completed by the May 14, 2003 meeting, so that final reading is given to the amendment to ~~as soon as possible after the Interlocal Agreement is effective as to any party shall amend~~ its rule 6Gx13-2C-1.083, Section II.D. Membership, to expand the membership of its standing School Site Planning and Construction Committee (SSPCC) by four voting members as follows: "a floating member" designated by the City Manager of the most impacted municipality to which the agenda item relates whenever an agenda item concerns any incorporated area of Miami-Dade County, or if it concerns an unincorporated area, this "floating member" shall be from the geographically nearest municipality most impacted by the agenda item; a representative selected by the Miami-Dade County League of Cities; a Miami-Dade County representative selected by the County Manager or designee;" and "a member of the residential construction industry." For purposes of this Section, a floating member from the most impacted local government shall be defined as the local government jurisdiction in which the proposed project is located. Based upon a projected completion of rule making proceedings by the School Board's May 14, 2003 meeting, the School Board staff shall endeavor to ensure the SSPCC is operational and holds its initial meeting by June 2003, to provide meaningful participation to local governments in the School Board's 2003-04 planning process. In the event that this rule change is not accomplished as required herein, the School Board shall approach the Cities and County and negotiate an amendment to this Agreement with a mutually acceptable alternative means of coordination on all issues herein allocated to the SSPCC. The SSPCC shall review potential sites for new schools and proposals for significant renovation, the location of relocatables or additions to existing buildings, and potential closure of existing schools, and make recommendations on these and all other issues within its purview under the Rule for consideration by School Board staff.

Section 6.2:

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. 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 7.1:

~~Pursuant to~~ In accordance with the requirements of and to the extent required by Section 163.3174 (1), Florida Statutes, the County and Cities will invite a staff 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.

Section 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 in FISH capacity (permanent and relocatables) in excess of 115%, except when such review is requested by the local staff development review committee. 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. The School Board's review shall be conducted in accordance with the methods set forth in the procedures manual to be adopted in accordance with the provisions set forth in this Agreement. The procedures manual shall be developed through a collaborative process with the staff working group and the School Board staff shall use its best efforts to facilitate development of the manual in a timely manner.

Section 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. Failure of the School Board to provide comments to the County or Cities within 30 days as specified in Section 7.4 may be considered by the parties as a response of "no comment." In such a scenario, the County and Cities shall not be obligated to delay final action by the County Commission or City Council;

Section 10.1:

The School Board shall appoint up to nine (9) citizen members, the County and the Miami-Dade County League of Cities shall each appoint up to five (5) citizen members to serve on a committee to monitor implementation of the interlocal agreement. The School Board shall organize and staff the meetings of this Committee, calling on the staff working group for assistance as needed. It shall provide thirty (30) days written notice of any meeting to the members of the Committee, the staff working group, the SSPCC, County, Cities and to the public. Committee members shall be invited by the School Board to attend all meetings referenced in Sections 1 and 4 and shall receive copies of all reports and documents produced pursuant to this interlocal agreement. The

Committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. At least 60 days prior to the annual meeting of the Committee, the Staff Working Group and the SSPCC shall each submit an annual report regarding the status of the implementation and effectiveness of the Agreement. These annual reports shall additionally be distributed to all parties to this Agreement. Meetings of the Committee shall be conducted as public meetings, and provide opportunities for public participation.

All other provisions of the Interlocal Agreement are incorporated herein by reference to the extent not inconsistent herewith.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the School Board of Miami-Dade County, Florida, Miami-Dade County, the Cities of City of Aventura, Town of Bay Harbor Islands, City of Coral Gables, Village of El Portal, City of Florida City, City of Hialeah, City of Hialeah Gardens, City of Homestead, Village of Indian Creek, Village of Key Biscayne, City of Miami, City of Miami Beach, Town of Miami Lakes, Village of Miami Shores, City of Miami Springs, City of North Bay Village, City of North Miami, City of North Miami Beach, City of Opa-Locka, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, City of Sunny Isles Beach, City of Sweetwater, and the City of West Miami, and, on this _____ day of _____, 2003.

ATTEST:

Chairman, School Board

Chairman, Board of County Commissioners

Mayor, City of *miami lakes*

Mayor, City of

RESOLUTION NO. 2003-120

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MIAMI LAKES, TWENTY-FOUR NONEXEMPT MUNICIPALITIES, MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, AS REQUIRED BY SECTION 163.31777 AND SECTION 1013.33, FLORIDA STATUTES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town"), along with Miami-Dade County (the "County"), the other twenty-four nonexempt municipalities in the County (collectively referred to as the "Cities") and the School Board of Miami-Dade County (the "School Board") recognize the benefits that will flow to the citizens and children of their communities by more closely coordinating their comprehensive land use and school facilities planning programs;

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities be consistent with the comprehensive plan and implementation of land development regulations of the appropriate local governments;

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, requires that the County and the Cities enter into an interlocal agreement with the School Board to establish jointly the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated (the "Agreement"); and

WHEREAS, by entering into this Agreement, the School Board, County, Cities and the Town are fulfilling their statutory obligations and requirements, recognizing the benefits that will accrue to their citizens and students.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, THAT:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

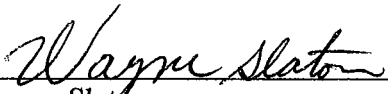
Section 2. Approval of Execute Agreement. The Interlocal Agreement between the Town of Miami Lakes, twenty-four nonexempt municipalities, Miami-Dade County, and The School Board of Miami-Dade County, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Execution of Contract. The Mayor is authorized to execute the Agreement on behalf of the Town.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to execute and deliver any additional documents pertaining to the Agreement and to take all action necessary to implement the terms and conditions of the Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of February, 2003.




Wayne Slaton
MAYOR

ATTEST:



Beatris M. Arguelles
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
TOWN ATTORNEY