

County Contract No. 3177

LEON COUNTY  
CONTRACT ROUTING SLIP

Ad6-8859  Original  
CG  Renewal  
 Amendment

Division Contact: Dan Lucas Phone # 891-8626

Department/Division: Planning Dept./Comprehensive Planning

Contractor: Leon County School Board, City of Tallahassee

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

06 SEP -1 AM 8:42  
LEON COUNTY  
ATTORNEY'S OFFICE  
RECEIVED

Contract Period: From \_\_\_\_\_ To \_\_\_\_\_

Renewal Periods: Number \_\_\_\_\_ Term \_\_\_\_\_

Contract Total \$ Amount: \_\_\_\_\_

Contract Type:

- Conservation Easement
- Construction
- Continuing Supply
- Deed
- Interlocal Agreement
- Grant
- Lease
- Other Services
- Performance Agreement
- Professional Services
- Purchase
- Other (Explain below)

Procurement Method:

- Bid\*
- RFP\*
- Sole Source
- Gov't Entity
- Other (Explain Below)

Insurance Certificates:

- General Liability
- Professional Liability
- Workers' Compensation
- Errors & Omissions
- Automobile Coverage

Forms Required:

- Public Entity Crimes Statement
- Performance Bond
- Materials & Payment Bond
- Warranty Bond
- Certification Regarding Debarment

\*Bid/RFP # \_\_\_\_\_

Agenda Date 8/22/06

Comments: Public School Concurrency and Facility Planning Interlocal Agreement

**Routing:**

Required	Initials	Date	Originating Division
<input type="checkbox"/>			Purchasing
<input type="checkbox"/>			Minority/Women Business Enterprise
<input type="checkbox"/>			Risk Management
<input type="checkbox"/>			Grants Coordinator
<input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>9/1/06</u>	County Attorney's Office
<input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>9-5-06</u>	County Administrator's Office
<input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>9-6-06</u>	Chairman, BCC
<input checked="" type="checkbox"/>	<i>[Signature]</i>		Clerk's Office (Finance)


Return completed documents to: Dan Lucas, Planning Dept.



# MEMORANDUM

*Tallahassee-Leon County  
Planning Department*

**To:** City Attorney's Office staff  
County Attorney's Office staff

**From:** Dan Lucas, Senior Planner 

**Date:** August 28, 2006

**Subject:** Execution of Public School Concurrency and Facility Planning Interlocal Agreement

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Enclosed please find three original documents of the Public School Concurrency and Facility Planning Interlocal Agreement as executed in part by the Leon County School Board on 8/22/06. This same agreement was adopted by the City Commission on 8/23/06 and by the Board of County Commissioners on 8/22/06 and needs to be executed by the City and County.

**The executed agreement needs a quick turnaround—the deadline for demonstrating execution to the Department of Community Affairs is this Friday, September 1, 2006.**

Upon execution by all three signatories, each participant will need an original document for their respective records.

Please let me know if I can be helpful in steering the document through execution in order to meet DCA's deadline by Friday. I can be reached at 891-8626.

Thanks for your help.

**INTERLOCAL AGREEMENT FOR TALLAHASSEE-LEON COUNTY AND LEON  
COUNTY SCHOOLS PUBLIC SCHOOL CONCURRENCY AND FACILITY  
PLANNING**

This Agreement is entered into between the City of Tallahassee, Florida (hereinafter referred to as "City"), Leon County, Florida (hereinafter referred to as "County") and the School Board of Leon County (hereinafter referred to as "School Board").

**WHEREAS**, the City, County and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children of Leon County; and

**WHEREAS**, the City, County and School Board recognize the benefits that will flow to the citizens and students of their community 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 the placement of schools to take advantage of existing and planned roads, water, sewer, parks and drainage systems, (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) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

**WHEREAS**, Section 1013.33, Florida Statutes (F.S.), requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate governing body; and

**WHEREAS**, Sections 163.3177(6)(h)1 and 2, F. S., requires 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 board, and describe the processes for collaborative planning and decision making on population projections and public school siting; and

**WHEREAS**, Section 163.3177(6)(h)4, F.S., requires each local government to execute an interlocal agreement with the district school board, the county, and non-exempt municipalities within the county to implement the requirements of Section 163.31777, F.S.; and

**WHEREAS**, Section 163.31777, F.S., requires the interlocal agreement to include consistent population projections, sharing of information on existing and planned educational facilities, participation of each party in the planning of facilities and selection of school sites, procedures for determination of need and timing of onsite and offsite improvements to support new schools, procedures for the school district to inform local governments of the impact of comprehensive plan amendments on school capacity, participation by the local governments in preparation of the school district's 5-year facilities work plan and educational plant survey, a dispute resolution procedure, and an oversight process which includes an opportunity for public participation; and

**WHEREAS**, Section 163.3180(13)(g), F.S., requires the interlocal agreement to establish (1) mechanisms for coordinating development, adoption, and amendment of the local government's public school facilities element and the plans of the school district to ensure uniform district-wide school concurrency; (2) procedures for the development of siting criteria which encourages location of public schools in proximity to urban residential development and seeks co-location of schools with other public facilities; (3) uniform, district-wide level-of-service standards for public schools of the same type and a process for modifying those levels-of-service; (4) procedures for preparation, amendment, and joint approval of a financially-feasible local government public school capital facilities program; (5) the geographic application of school concurrency, or "concurrency service areas"; (6) a uniform district-wide procedure for implementing school concurrency; and (7) a process and uniform methodology for determining proportionate-share mitigation by development applicants; and

**WHEREAS**, the City, the County and the School Board enter into this Agreement in fulfillment of the above-stated statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

**WHEREAS**, the City, the County and the School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interest of the citizens of Leon County; and

**WHEREAS**, the City has jurisdiction for land use and growth management decisions within its boundary and the County has similar jurisdiction for land use and growth management decisions within its unincorporated boundary, and

**WHEREAS**, the School Board has the responsibility to provide school facilities to insure a free and adequate public education to the residents of Leon County, and

**WHEREAS**, the City, the County and the School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to insure that adequate public school facilities are available for the residents of Leon County, and

**WHEREAS**, the parties are required to enter into this Agreement pursuant to Section 163.3177(6)(h)4, F.S. and Section 1013.33, F.S.

**NOW THEREFORE**, be it mutually agreed between the Tallahassee City Commission, the Leon County Commission and the Leon County School Board that the following procedures will be utilized to implement school concurrency and better coordinate public school facilities planning and land use planning:

**SECTION 1. JOINT MEETINGS.**

1.1 School Planning and Concurrency Work Group. There is hereby created a work group consisting of staff from the Tallahassee-Leon County Planning Department (TLCPD), City and County Growth Management Departments, and School Board. The School Planning and Concurrency Work Group (the "Work Group") will meet at least once per year, to discuss and formulate recommendations to the Coordinating Committee created in Section 1.3 of this Agreement regarding implementation of school concurrency, including adopted levels-of-service, school concurrency service areas, and preparation of the school district's 5-year facilities work program and any suggested revisions to these components of school concurrency. The Work Group shall also discuss and formulate recommendations to the Coordinating Committee regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development and redevelopment trends and plans, transportation, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The Work Group shall also discuss and make recommendations to the Coordinating Committee on amendments to the Public School Facilities Element, Intergovernmental Coordination Element, and Capital Improvements Element of the Tallahassee-Leon County 2010 Comprehensive Plan, and successor documents. The TLCPD Director, or designee, will be responsible for making meeting arrangements and providing notification.

1.2 Workshops. The City Commission, the County Commission, and the School Board will meet at least once every year in a joint workshop session. The joint

workshop session will provide the opportunity for the City, the County, and the School Board to set direction, discuss issues and reach understandings regarding issues of mutual concern such as coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The TLCPD Director, or designee, will be responsible for making meeting arrangements and providing notification.

1.3 Coordinating Committee. The City, County, and School Board will appoint a Coordinating Committee for oversight of the School Concurrency Program established herein and the joint planning efforts of the parties. One member each from the City Commission, Board of County Commissioners, and the School Board will be appointed to serve on the Coordinating Committee. In addition, the City, County and School Board will each appoint one citizen member to serve on the Coordinating Committee.

1.3.1 The term for each member of the Coordinating Committee will be four (4) years, except for the first cycle, in which the City appointee's term will expire after two (2) years, and the County appointee's term will expire after three (3) years. If a Commissioner or Board member leaves their respective governing board, a replacement shall be designated to serve out the remainder of the term of the departing member.

1.3.2 The Coordinating Committee will meet twice per year, coordinating with the amendment cycles to the Tallahassee-Leon County 2010 Comprehensive Plan, or more often as needed, to address the following issues:

1.3.2.1 Evaluation and any suggested changes to the process for sharing information on planned school facilities and the City and County participation in the School District's Five-Year Capital Facilities Plan;

1.3.2.2 Changes to the Level of Service standards adopted for each school type in the School District;

1.3.2.3 Changes to the School Concurrency Service areas, as recommended by the School Board;

1.3.2.4 Monitoring of the school concurrency management system;

1.3.2.5 Changes to this Interlocal Agreement;

1.3.2.6 Amendments to the Capital Improvements Element, Public School Facilities Element, or Interlocal

Coordination Elements of the Tallahassee-Leon County  
2010 Comprehensive Plan;

1.3.2.7 Effectiveness of School Concurrency Implementation;  
and

1.3.2.8 Staffing and research needs.

1.3.3 The Coordinating Committee will issue a report with recommendations to the City Commission, County Commission and School Board within sixty (60) days of each meeting.

## **SECTION 2. STUDENT ENROLLMENT AND POPULATION PROJECTIONS.**

2.1 In fulfillment of their respective planning duties, the City, the County, and the School Board agree to coordinate their plans upon the same projections of the amount, type, and distribution of population growth and student enrollment. The City, the County and the School Board agree to utilize the mid-range population projections published by the Bureau of Economic and Business Research (BEBR) at the University of Florida.

2.2 The School Board shall also utilize the Department of Education (DOE) five-year county-wide student enrollment projections. The School Board may request that the DOE projections be adjusted to reflect BEBR projections, and actual enrollment and development trends not anticipated by the DOE projections. In formulating such a request, the School Board will coordinate with the City and County regarding future population projections and growth.

2.3 The City, the County, and the School Board will use information on growth and development trends for municipal and unincorporated areas, such as census information on population and housing characteristics, persons-per-household figures, historic and projected growth rates, City and County planning initiatives, and the information described below in Section 8, to better coordinate their respective planning activities and decisions.

## **SECTION 3. COORDINATING AND SHARING OF INFORMATION.**

3.1 District Educational Facilities Report and Plan. By May 15<sup>th</sup> of each year, the School Board shall submit to the City and the County, the educational facilities report and plan. The plan will be consistent with the requirements of Section 1013.35, F.S. The report will contain information detailing existing and projected school

enrollment, an inventory of existing educational facilities, their locations, information on the relocatables in use at each school, and projected space needs. The report will also contain the School Board's capital improvement plan, including a financially-feasible plan for acquisition, expansion and construction of facilities with funding over the next five (5) years, and the educational facilities representing the district's unmet need. The report will provide data for each individual school concerning school capacity based on adopted level of service standards and enrollment of each individual school based on actual counts. The report will show the generalized locations in which new schools will be needed and planned renovations, expansions and closures of existing schools. The report will indicate properties the School Board has already acquired through developer donation and proportionate fair-share payments; properties on which there is a developer obligation to provide land to the School Board as an acceptable mitigation alternative for school concurrency; and properties acquired through other means that are potential school sites. The City and County shall review the plan and send any comments to the School Board, within forty-five (45) days prior to the School Board's annual workshop, including whether the local government has any objections to adopting the plan into the annual update of the CIE of the comprehensive plan. If the local government's objections are not resolved, the matter shall be resolved pursuant to Section 10 of this Agreement.

3.2 Educational Plant Survey. The Work Group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S., 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 the land use plan. The Work Group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in subsections 4.2, 8.6, 8.7 and 9.1 of this Agreement.

3.3 Student and Transportation Safety. Student and transportation safety shall be a major consideration at all School Board operated facilities and shall be an essential part of operation, renovation, expansion and future development. A joint committee made up of School Board members and/or district staff with appropriate Tallahassee Police Department, Leon County Sheriff Department, Tallahassee Fire Department, Juvenile Justice, other law enforcement officials, and community representatives shall be established to review the issue of school safety. This committee will have authority to make specific recommendations to the School Board, City or



County Commissions, or other governmental agencies to enhance safety in and around district school facilities.

3.4 City and County Public Meetings. School Board facilities shall be made available at no cost to the City and County, when scheduling and school utilization permit, for public meetings related to land use, transportation planning, community improvement and other related topics. The City and County shall make available at no cost to the School Board, maps, GIS and other data related to school sites, attendance zones, and land use.

#### **SECTION 4. SCHOOL SITE SELECTION SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES.**

4.1 The School Board will submit potential sites for new schools and proposals for significant renovation, significant expansion, and closure of existing schools to the Work Group established in Section 1.1, which will review the proposals and make suggested recommendations to the Superintendent and the School Board. For this purpose, the Work Group will meet on an as needed basis on the call of the School Board, in addition to the schedule set forth in Section 1.

4.2 Potential Closures. Upon receipt of notice of a potential school closure, the working group will issue a report to the Coordinating Committee summarizing the School Board's determination of the need for the closure, including whether the determination is based on rezonings or other land use activity, and the impact on adjacent school concurrency service areas and need for amendment to the Capital Improvements Element or Public School Facilities Element of the comprehensive plan. The Coordinating Committee shall meet and decide whether to schedule the closure issue for discussion by the City or County Commission.

4.3 Participation in New Sites, Significant Expansions and Renovations. When the Superintendent/School Board identifies the need for a new school, or significant expansion of an existing school, requiring the purchase or lease of land, the school district staff will provide to the Work Group information pertaining to the type of proposed school or facility, or expansion thereof, acreage required, geographic boundaries of the area of need, and a listing of activities to occur on the site. The Work Group will request from the TLCPD a list of potential sites in the area of need targeted in the Education Plant Survey. The Work Group will review the potential sites and may add to or reduce the list of potential sites. The Work Group will submit to the TLCPD a list of sites for an informal assessment regarding consistency with the comprehensive plan. This assessment or general overview shall address the following:

- (A) environmental features
- (B) transportation and pedestrian access
- (C) availability of infrastructure and services
- (D) safety concerns
- (E) land use compatibility
- (F) special planning areas, such as sector plans, the Southern Strategy Area, planned unit developments, etc.
- (G) community vision
- (H) other pertinent issues such as special programs or student assignment that have a bearing on site suitability

The TLCPD will prepare the assessment(s) from existing data. The Work Group will review the assessments and any other relevant information. The Work Group and the TLCPD will also consider the issues identified in Section 4.2 based on available information as each potential site and each proposed new site or significant expansion is evaluated. Based on the information gathered during this review, the Work Group will make a recommendation to the Superintendent and School Board, of one or more sites in order of preference.

The following issues will be considered by the Work Group, the TLCPD, the Superintendent and School Board when evaluating potential school sites or significant expansion or rebuilding of existing schools:

- (A) The locations of school sites that will provide logical focal points for community activities such as the community facilities itemized in section 9.1 below and serve as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities.
- (B) The location of new schools with dual access points to facilitate vehicular, bicycle, and pedestrian access, and within reasonable walking and/or bicycle distance of primary residential dwelling units served by the schools, as practicable under the student assignment program.
- (C) The location of new elementary and middle schools within the Urban Services Area or designated Rural Communities proximate to residential neighborhoods, and not located adjacent to limited access or major arterial roads, nor shall they have direct access from limited access, arterial or local roads.
- (D) The location of new high schools or adult-vocational schools on the periphery of urban residential neighborhoods, inside the Urban

Services Area and not located adjacent to limited access or major arterial roads, nor shall they have direct access from limited access, major arterial or local roads.

- (E) Compatibility of the school site with present and projected uses of adjacent property.
- (F) Encouraging community redevelopment and revitalization and efficient use of existing infrastructure and discouraging urban sprawl.
- (G) Site acquisition and development cost.
- (H) Safe access to and from the school site by pedestrians and vehicles, to include sidewalks, crosswalks, bike lanes, access road, traffic calming, signage, etc. where necessary.
- (I) Adequate public facilities and services to support the proposed school are available, or will be available, concurrent with the impact of schools.
- (J) Environmental constraints that would preclude development of a public school on the site or cannot be mitigated.
- (K) Adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource.
- (L) The proposed site is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- (M) The proposed location is not in conflict with local government stormwater management plans or watershed management plans.
- (N) Whether the proposed location is within a flood zone, a floodway, special development zone, or Lake Protection future land use district as delineated in the comprehensive plan.
- (O) The proposed site can accommodate the required parking, circulation and queuing of vehicles onsite.
- (P) Whether the proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport, or within the heavy industrial future land use category which does not allow schools.
- (Q) The proposed site can be co-located with other public facilities such as parks, recreational facilities, libraries, and community centers, as set forth in Section 9.0 of this Agreement.

City and County law enforcement and fire department officials shall review all proposed school facility sites and architectural plans for the expansion of current school facilities and the construction of new schools and provide recommendations for safety design or improvements.

4.4 Consistency Review and Site Plan Review. At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the significant renovation or expansion of an existing school, the School Board shall provide written notice to the TLCPD. The TLCPD, upon receipt of the notice, shall notify the School Board within forty-five (45) days if the proposed new school site(s) or the proposed significant renovation or expansion of an existing school is consistent with the land use categories and policies of the comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33, F.S.

At least ninety (90) days prior to commencing construction, the School Board shall submit a site design/development plan to the TLCPD and either the City or County Growth Management Department, as applicable. Within forty-five (45) days after receiving the submittal, the TLCPD shall certify, in writing, whether the proposed educational facility is in compliance with the Comprehensive Plan (as determined by The Planning Commission, if required), and the City or County Growth Management Department will certify, in writing, whether the proposal is consistent with any applicable provisions of the land development code. The site design/development plan shall be reviewed in accordance with the procedures prescribed in the applicable sections of the City or County Land Development Code (Type C development review in the City of Tallahassee, and Type A, B, or C, in Leon County, depending on the square footage and other factors).

4.5 In conjunction with the local government review of a proposed new school site or the significant renovation or expansion of an existing school, the School Board and affected local government will jointly determine the need for timing of on-site and off-site improvements necessary to support each school or renovation or expansion thereof, and will enter into a written Agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

## SECTION 5. SCHOOL CONCURRENCY PROGRAM.

5.1 School Concurrency Program Overview. The school concurrency program requires that Leon County, Tallahassee and the School Board maintain a minimum level of service standard for public schools. The school concurrency program requires that all new residential development be reviewed to ensure that adequate school capacity will exist within three (3) years after the issuance of a final site and development plan approval for the residential development, in order to support the additional student growth at the adopted level of service.

5.2 Commencement. The School Concurrency Program described in this Agreement shall commence on January 8, 2008, or the effective date of the amendments to the Tallahassee-Leon County 2010 Comprehensive Plan required by this Agreement, whichever is earlier.

### 5.3 School Concurrency Service Areas

5.3.1 The School Concurrency Service Areas shall be coterminous with the school attendance zones for each school, as adjusted by the School Board. The current school concurrency service areas are depicted on the map attached hereto as Exhibit A.

5.3.2 The County and City shall include the school concurrency service areas submitted by the School Board as data and analysis to support the adoption of the Public School Facilities Element of the Tallahassee-Leon County 2010 Comprehensive Plan, on or before January 8, 2008.

5.3.3 To ensure that development is coordinated with schools having available capacity, the County, City and School Board agree that school concurrency, when implemented in approximately January, 2008, shall be applied on a less than district-wide basis through the attendance zones for each school.

### 5.4 Modification of School Concurrency Service Areas

5.4.1 The City and County agree that the School Board may adjust the school attendance zones as needed to comply with state and federal mandates and other programs.

5.4.2 The modification of school concurrency service areas will follow the School Board's changes to school attendance zones. Such changes shall be noticed to the Coordinating Committee, as set

forth in Section 1.3 within fifteen (15) days of their effective date. The Coordinating Committee shall recommend incorporation into the Comprehensive Plan.

5.5 Levels of Service (LOS)

- 5.5.1 FISH (Florida Inventory of School Houses) is an annual report prepared by the Department of Education's Office of Education Facilities that provides information on the permanent building capacity of the schools in the state. To ensure that the capacity of each school is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period for each school concurrency service area, the City, County, and School Board hereby establish the following Levels of Service for each school type:
  - 5.5.2 Elementary: one hundred percent (100%) of FISH capacity
  - 5.5.3 Middle: one hundred percent (100%) of FISH capacity
  - 5.5.4 High: one hundred percent (100%) of FISH capacity
  - 5.5.5 The LOS for each school type will be adopted by the City and County into the Capital Improvements Element of the Tallahassee-Leon County Comprehensive Plan. The target date for adoption of these amendments is January 8, 2008.
  - 5.5.6 In order to ensure achievement of the LOS for each school type, the School Board will annually compare the number of projected students, calculated based on approved site and development plan applications submitted by the City and County, to available capacity within each school concurrency service area over the five-year period, and report such findings to the Work Group and Coordinating Committee.
  - 5.5.7 The City, County and School Board agree that amendments to the LOS for each school type will be considered through the Work Group set forth in Section 1.1 of this Agreement, which will make a recommendation to the Coordinating Committee, set forth in Section 1.3.

**SECTION 6. IMPLEMENTATION OF SCHOOL CONCURRENCY.**

6.1 This Agreement requires school concurrency to be applied at site plan and development approval, and therefore requires that the School Board participate in the review of all proposed site and development plans for new residential construction.

6.2 The City and County will amend their land development regulations to require an applicant for a residential site and development plan to complete a School Impact Analysis Form for submittal with their application.

6.3 The School Impact Analysis Form will require information concerning the location of the project; the number, type and size of dwelling units proposed; and the school concurrency service area in which the project is located.

6.4 The City or County will transmit the School Impact Analysis Form to a designated employee of the School Board for review at the same time the application is submitted to all departments for review.

6.5 After receipt of the School Impact Analysis Form, the designated School Board employee will issue a written report to the City or County outlining its findings on the following:

- 6.5.1 The number of students generated by the proposed development for the school concurrency service area(s) impacted;
- 6.5.2 Analysis of the available capacity within each school concurrency service area; and
- 6.5.3 Whether proportionate fair-share mitigation is required of the applicant, pursuant to Section 7.0.

The designated School Board employee must issue the report within the review timeframes established in the applicable City or County land development code for other reviewing agencies or departments.

6.6 The School Board will employ one full-time equivalent (FTE) staff member to review School Impact Analysis forms, analyze impacts and make the findings set forth in Section 6.5, and negotiate proportionate fair-share mitigation agreements on behalf of the School Board. Such employee may also be designated to participate on staff committees.

6.7 At the DRC meeting on the application, the City and County will consider the report from the School Board and incorporate into the development order the School Board's findings outlined in 6.5.1 through 6.5.3.

6.8 The City and County may issue development orders contingent upon compliance with conditions of a development agreement executed pursuant to Section 7.1.

6.9 The City will amend its Land Development Regulations to require a member appointed by the School Board serve on the Development Review Committee.

## SECTION 7. PROPORTIONATE FAIR-SHARE MITIGATION.

7.1 In the event that there is not adequate capacity within the schools impacted by a proposed residential site and development plan, the School Board shall consider proportionate fair-share mitigation options, and if acceptable, will enter into a binding agreement with the developer and the City or County, as applicable, to mitigate the impacts from the development through the creation of additional school capacity. The development agreement must address payment and receipt of mitigation fees, or other acceptable forms of mitigation, if option 7.6.1 is exercised by the developer and acceptable to the School Board.

7.2 When the student impacts from a proposed residential development would cause the adopted LOS to fail, the developer's proportionate fair-share mitigation for the development will be based upon the number of additional student stations necessary to meet the established LOS. The amount to be paid by the developer will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as published by the Department of Education (DOE), and adjusted by the School Board to reflect local conditions, such as land and infrastructure costs.

7.3 The following methodology shall be used to calculate the developer's proportionate fair-share mitigation amount:

**Proportionate Share = (Development Students<sup>a</sup> - Available Capacity<sup>b</sup>) x Total Cost<sup>c</sup> Per Student Station**

Where:

<sup>a</sup> Development Students = Students generated by the proposed development that are assigned to the particular school

<sup>b</sup> Available Capacity = FISH Capacity - (actual enrollment + vested)

<sup>c</sup> Total Cost = the cost per student station as determined and published by the DOE, adjusted by the School Board to account for land costs and infrastructure costs, as determined and published annually in the School District's Five-Year Capital Facilities Plan

7.4 The applicant will negotiate an acceptable mitigation option with the School Board prior to approval of the development order, and the mitigation option shall be reduced to writing in the form of a binding development agreement submitted to the County or City, as applicable, for approval.



7.5 The City Growth Management Director, or his or her designee, and the County Administrator, or his or her designee, shall have authority to accept and execute proportionate fair-share mitigation agreements on behalf of the City or County, as applicable. The City and County will amend their Code of Ordinances, if necessary, to grant said authority.

7.6 The following mitigation options will be acceptable to the City, County and School Board, as negotiated by the School Board on a case-by-case basis:

- 7.6.1 Payment for land acquisition
- 7.6.2 Contribution of land
- 7.6.3 Construction of new, or expansion of existing, public school facilities.
- 7.6.4 Contribution of District-owned portable school facilities meeting SREF standards, only in cases where capacity is available in the core facilities of the school.
- 7.6.5 Construction of a charter school meeting SREF standards if the mitigation agreement requires the ownership of the charter school to revert to the District upon closure of the facility.
- 7.6.6 Developer-established mitigation banks, including both construction of schools and acquisition of land

## **SECTION 8. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, AND REZONINGS.**

8.1. The School Board will be afforded full voting membership on the Capital Regional Transportation Planning Authority and Planning Commission, and the Planning Commission acting in its capacity as the local planning agency.

8.2. In accordance with the agenda distribution procedures for the Planning Commission and Capital Regional Transportation Planning Authority, the School Board will receive agendas and support materials from both City and County agencies regarding Comprehensive Planning, Transportation, Growth Management, etc., and will review and comment as appropriate.

8.3. In addition to the information required to be shared with the School Board pursuant to Section 8.2, the City and County will amend their land development regulations to require each applicant for comprehensive plan amendment or rezoning involving a residential development, or proposing a change of zoning or land use adjacent to a residential development, to provide the School Board a completed School

Impact Analysis Form, as set forth in Section 6 of this agreement. The form will require information concerning the location of the proposed comprehensive plan amendment or rezoning, the proposed change in land use or zoning classification, the maximum number of dwelling units authorized by the requested land use or zoning classification, and the school concurrency service area in which the property is located. After review of the School Impact Analysis Form, the designated School Board employee shall issue a written report to the City or County containing the following information:

- 8.3.1 The number of students generated based upon buildout at the maximum density of residential development allowed in the requested land use or zoning category for the school concurrency service area(s) impacted;
- 8.3.2 Analysis of the available capacity within each school concurrency service area impacted; and
- 8.3.3 Analysis of how the proposed land use or rezoning will affect transportation for school facilities or safety for students.

8.4. Based on the adopted Level of Service for the impacted school concurrency service areas, if adequate capacity is not available or planned to serve the proposed development at the time of review, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer may collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, required facility improvements, etc.

8.5. The City and County will consider recommendations of the School Board or School Board staff on the following issues, prior to taking final actions on rezoning requests and comprehensive plan amendments:

- (A) Providing school sites and facilities within planned neighborhoods.
- (B) Insuring the compatibility of land uses and infrastructure adjacent to existing schools and reserved school sites.
- (C) The co-location of parks, recreation and community facilities with school sites.
- (D) The linkage of schools, parks, libraries and other public facilities with bikeways, trails and sidewalks.
- (E) Insuring the development of traffic circulation plans to serve schools and surrounding neighborhood(s).
- (F) Providing offsite signalization, signage, access improvements and sidewalks to serve all schools.

- (G) The inclusion of school bus stops and turnarounds in new developments.
- (H) School Board comments on comprehensive plan amendments and other land use decisions.
- (I) Available school capacity or planned improvements to increase school capacity.

8.6 In formulating community development plans and programs, the City and the County will consider the following issues:

- (A) Targeting community development improvements in older and distressed neighborhoods near schools.
- (B) Giving priority to scheduling City and County programs and capital improvements that are coordinated with, and meet the capital needs identified in, the School Board's school facilities plan.

## **SECTION 9. CO-LOCATION AND SHARED USE.**

9.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the Educational School Plant Survey. Likewise, co-location and shared use opportunities will be considered by local governments when preparing the annual update to their comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location and shared use of school and governmental facilities for health care and social services will be considered.

9.2 A separate agreement will be developed for each instance of co-location and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

**SECTION 10. RESOLUTION OF DISPUTES.** If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures in Exhibit B, attached hereto and incorporated herein.

**SECTION 11. AMENDMENT AND TERMINATION OF AGREEMENT.** Any party may elect to withdraw from participation in this Agreement upon official action of its governing body and after thirty (30) days written notice to all other parties to this Agreement.

**IN WITNESS WHEREOF,** this Interlocal Agreement has been executed by and on behalf of the City of Tallahassee, Leon County, and the School Board of Leon County on this 9 day of Sept, 2006. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be the agreement between the parties.

LEON COUNTY, FLORIDA


  
Bill Proctor, Chairman

ATTEST:  
Robert B. Inzer, Clerk of the Court



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

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

LEON COUNTY SCHOOL BOARD



H. Fred Varn, Chairman, School Board  
of Leon County, Florida

ATTEST:

James M. Croteau, PhD, Superintendent

By: 

APPROVED AS TO FORM:

By:  8.22.06  
J. Jeffrey Wahlen, School Board Attorney

CITY OF TALLAHASSEE,  
FLORIDA

\_\_\_\_\_  
John Marks, Mayor

ATTEST:

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

APPROVED AS TO FORM:

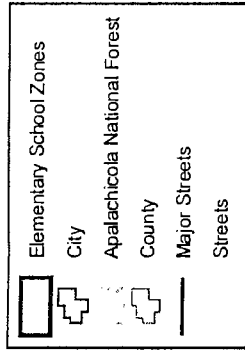
By: \_\_\_\_\_  
James R. English, City Attorney

**Interlocal Agreement For Tallahassee-Leon County And Leon County Schools  
Public School Concurrency And Facility Planning**

EXHIBIT A

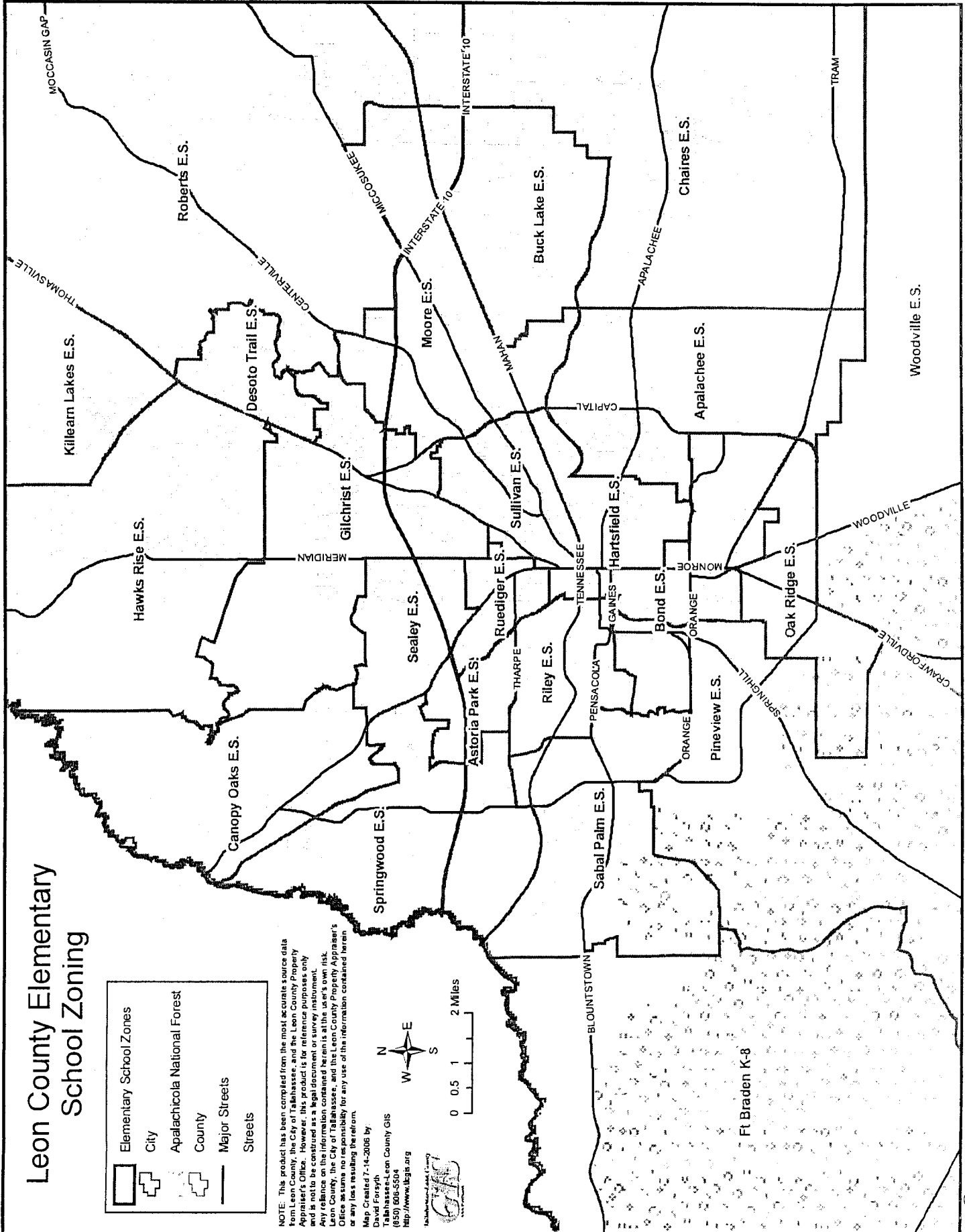
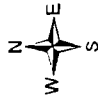
SCHOOL ATTENDANCE ZONES

# Leon County Elementary School Zoning



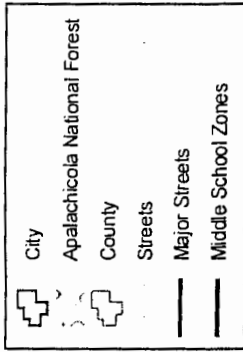
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Map Created 7-14-2008 by  
 Don Cowley  
 Tallahassee-Leon County GIS  
 (850) 806-5504  
<http://www.lcgis.org>



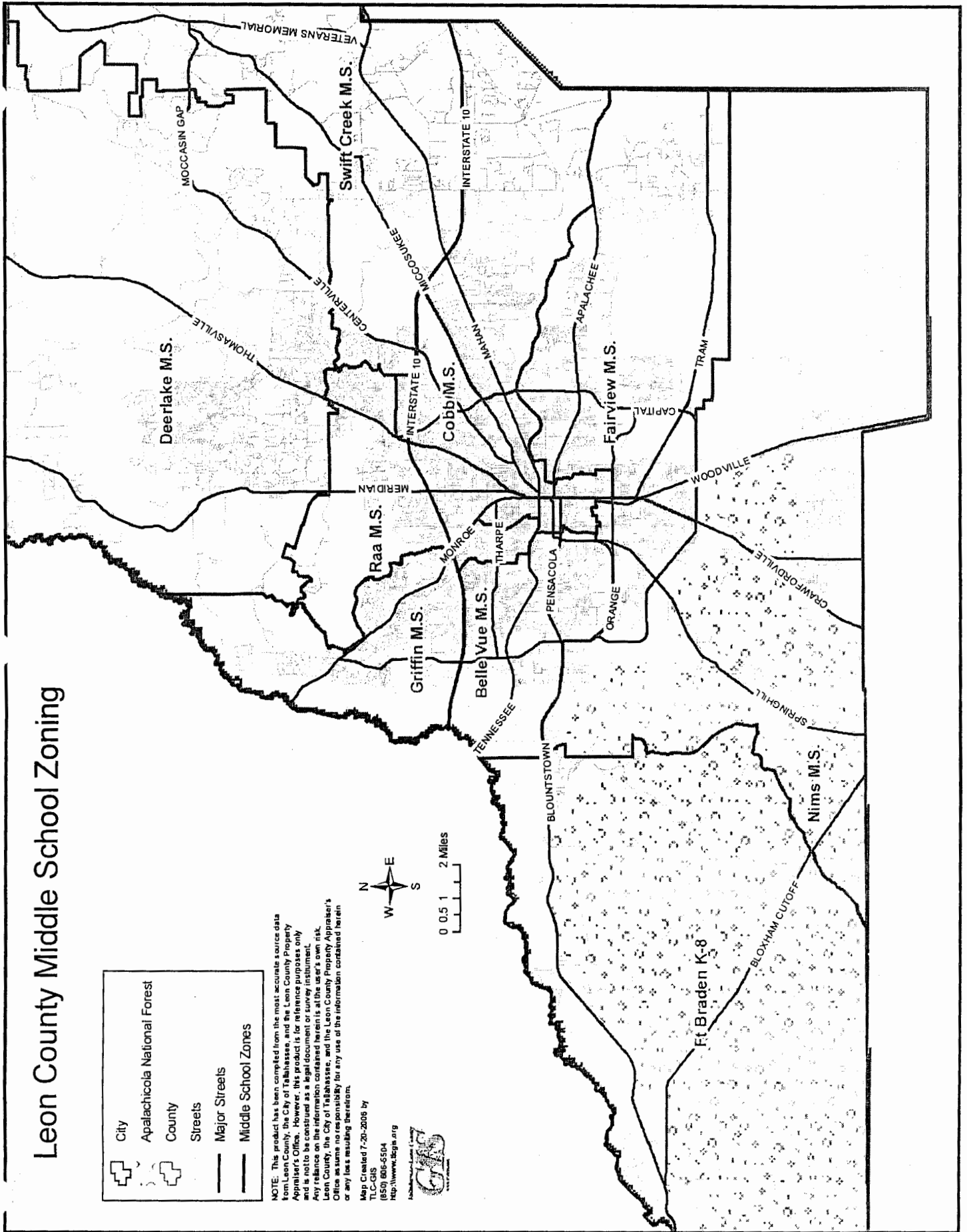
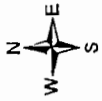


# Leon County Middle School Zoning









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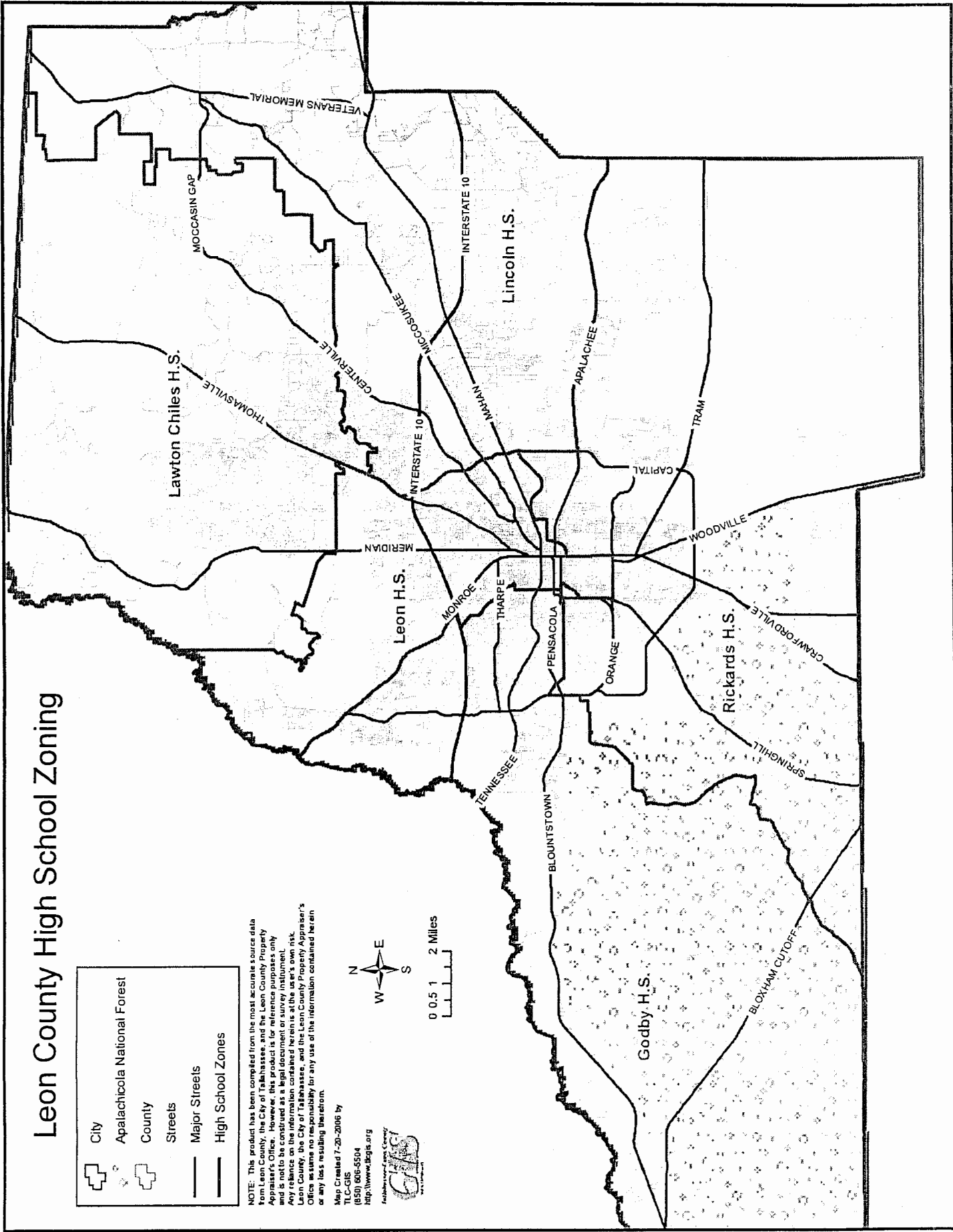


# Leon County High School Zoning

	City
	Apalachicola National Forest
	County
	Streets
	Major Streets
	High School Zones

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**Interlocal Agreement For Tallahassee-Leon County And Leon County Schools  
Public School Concurrency And Facility Planning**

EXHIBIT B

DISPUTE RESOLUTION PROCEDURE

Section 11. Dispute Resolution.

a. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 11. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

b. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

c. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then communicate at their earliest opportunity regarding the dispute, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

d. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.100(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

e. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

f. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

g. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or utility issues.

The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48, of the Commercial Arbitration Rules of the American Arbitration Association.