

**SEMINOLE COUNTY GOVERNMENT
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement for Public School Facility Planning

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Matthew West **CONTACT:** Tony Matthews **EXT.** 7373

Agenda Date <u>03/05/03</u>	Regular <input type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input checked="" type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Recommend revisions, if any, to the attached Interlocal Agreement for Public School Facility Planning.

(Countywide)

(Tony Matthews, Principal Planner)

BACKGROUND

Laws of Florida 2002-296, requires local governments to develop and execute an interlocal agreement for coordinated land use and public school facility planning. The Board of County Commissioners has been designated as the agency responsible for facilitating the interlocal agreement for Seminole County, the School Board and municipalities.*

Attached is a draft of the "Interlocal Agreement for Public School Facility Planning" prepared by the Planning Technical Advisory Committee, which is comprised of a representative from Seminole County, the Seminole County School Board and each of the seven Municipalities in Seminole County. The Florida Department of Community Affairs (DCA) has completed an informal review of the subject agreement and has issued a letter stating that the agreement includes all required components (see enclosed letter). The final executed agreement is due to DCA by May 1, 2003.

STAFF RECOMMENDATION

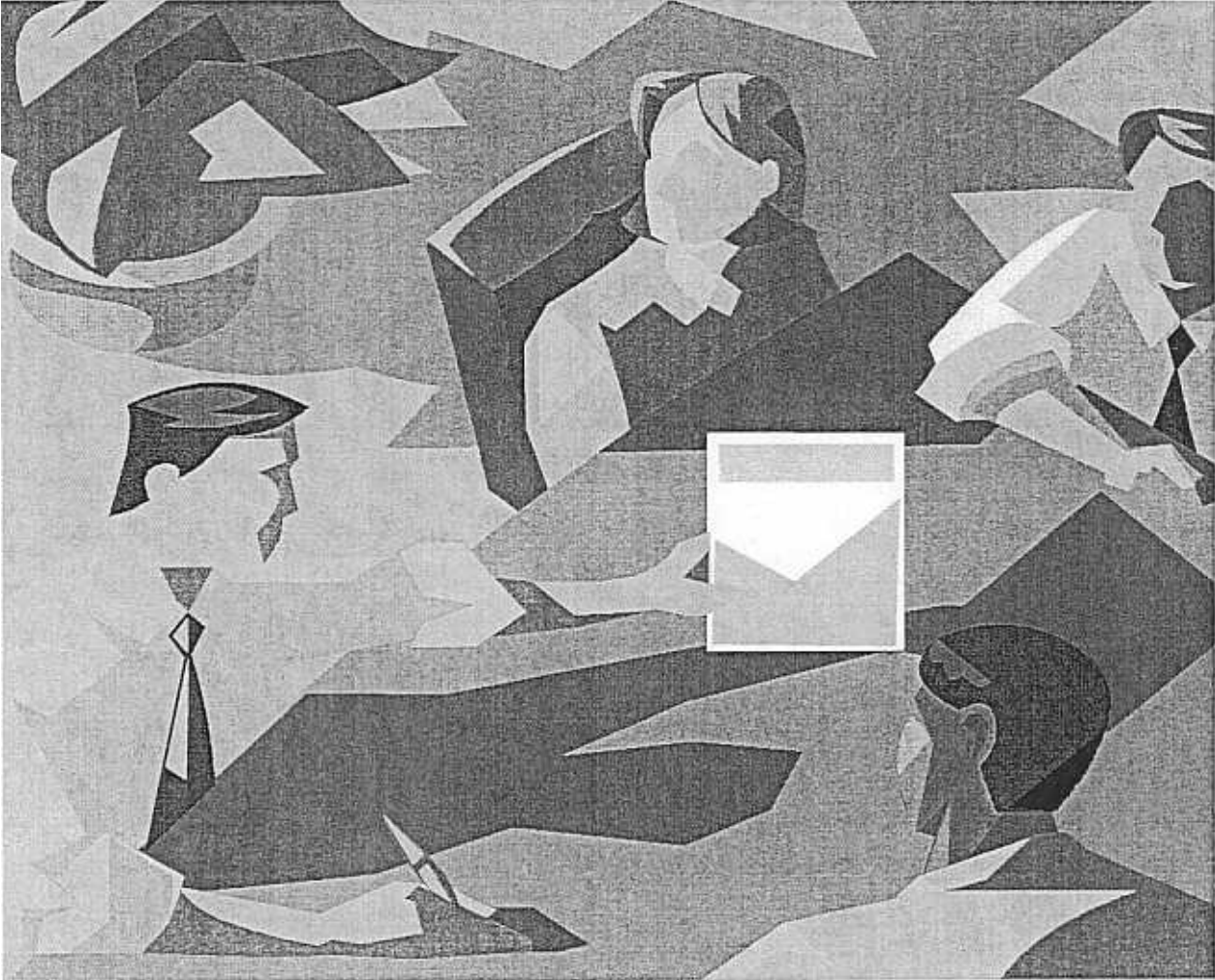
Provide staff with any recommended revisions to the attached draft agreement.

*Please see the attached Fact Sheet for additional background regarding the subject agreement.

Reviewed by: <u>SM</u>
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. _____

Attachments: Fact Sheet, draft agreement and DCA letter.
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INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING



**An Interlocal Agreement for Seminole County, the
Seminole County School Board and Municipalities.**

FACT SHEET FOR LAND PLANNING AGENCY BRIEFING

5 March 2003

1 What is the purpose of the Interlocal Agreement?

- Local governments are required to develop and execute an Interlocal Agreement for coordinated land use and public school facility planning (Laws of Florida 2002-296, effective May 31, 2002).
- The Board of County Commissioners has been designated as the agency responsible for facilitating the Interlocal Agreement for Seminole County, the School Board and Municipalities in Seminole County.
- State statutes encourage adoption of a single agreement among participants.

2. What are the minimum requirements of the Interlocal Agreement?

- A process by which the local government and school district agree and base their plans on consistent projections of the amount, type and distribution of population growth and student enrollment;
- A process to share and coordinate information relating to existing and planned school facilities, including school renovations and closures and local plans for development and redevelopment;

Participation with school board in the process of evaluating potential school closures, significant renovations to existing schools and new site selection prior to acquisition...and how the school district may request an amendment to the local comprehensive plan for school siting;

- A process for determining need and timing for onsite and offsite improvements relating to new, expanded or renovated schools;
- A process for school board to notify local governments regarding school capacity (Note: This an optional requirement; however, a public hearing is required if this is not a part of the agreement);
- Participation of local governments with school board's 5-year facilities program and plant survey;
- A process for determining joint use of school board or local government facilities for mutual benefit and efficiency;
- A procedure for dispute resolution between the school district and local governments; and
- Oversight process, including public participation, for implementation of the agreement.

3. Are there state reviews of the Interlocal Agreement?

- The Office of Educational Facilities, SMART Schools Clearinghouse and the Florida Department of Community Affairs will review and comment on the Interlocal Agreement.

4. How will the Interlocal Agreement be prepared?

- The Planning Technical Advisory Committee (PTAC), comprised of staff from Seminole County, the School Board and Municipalities, will create an Interlocal Agreement to meet the minimum provisions of the state law.

The Interlocal Agreement will be presented to each participant for approval and signature.

5. Are there any penalties for failure to submit the Interlocal Agreement?

The state may impose sanctions (withholding of certain funds) on local governments and school boards if the Interlocal Agreement is not submitted in a timely fashion.

- A draft of the Interlocal Agreement is due no later than February 1, 2003. The final agreement is due no later than May 1, 2003.

6. How can the Land Planning Agency assist with development of the Interlocal Agreement?

- Conduct a briefing on the draft agreement and recommend revisions, if any.

STAFF FINAL DRAFT

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

THIS INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING, herein referred to as the "Agreement", is made and entered into as of the most recent date shown below by and among the SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida and a body corporate pursuant to Section 230.21, Florida Statutes, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127; SEMINOLE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771-1468; the CITY OF ALTAMONTE SPRINGS FLORIDA, a municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701; the CITY OF CASSELBERRY, FLORIDA, a municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707; the CITY OF LAKE MARY, FLORIDA, whose address is 100 North Country Club Road, Lake Mary, Florida 32746; the CITY OF LONGWOOD, FLORIDA, a municipal corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750; the CITY OF OVIEDO, FLORIDA, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765; the CITY OF SANFORD, FLORIDA, a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771-1788; and the CITY OF WINTER SPRINGS, FLORIDA, a municipal corporation, whose address is 1126 East State Road 434, Winter Springs, Florida 32708-2799.

WHEREAS, the School Board of Seminole County, Florida; Seminole County; and the seven (7) municipal corporations listed above shall be herein referred to as the "SCHOOL BOARD", the "COUNTY", the "CITIES", or "CITY", respectively, or corporately as the "PARTIES"; and

7 WHEREAS, the PARTIES recognize a mutual obligation and responsibility for
28 the education, nurtureing and general well-being of the children, citizens and students
29 within their respective community; and

30 WHEREAS, the PARTIES recognize the benefits to children, citizens and
31 students of their respective communities by more closely coordinating
32 comprehensive land use and public school facilities planning programs via: (1) improved
33 coordination of development of new public schools in time and location with land
34 development activities; (2) greater efficiency for the PARTIES by locating public schools
35 to take advantage of existing and planned transportation corridors, water, sewer, and
36 parks and recreational facilities; (3) improved student access and safety by coordinating
37 the construction of new and expanded public schools with road, sidewalk and trail
38 construction programs of the COUNTY and CITIES; (4) improved urban form by locating
39 and designing public schools to serve as focal points of the communities; (5) improved
40 efficiency and convenience by co-locating public schools with parks, ball fields,
41 recreational facilities, libraries, and other community facilities to take advantage of joint
42 use opportunities; (6) reduction of pressures contributing to urban sprawl; and (7)
43 support of existing neighborhoods by appropriately locating new public schools and
44 expanding and renovating existing public schools; and

45 WHEREAS, Section 1013.35(2)(a), Florida Statutes, requires that the location of
46 public educational facilities must be consistent with the comprehensive plan and
47 implementing land development regulations of the appropriate governing body; and

48 WHEREAS, Part II, Chapter 163, Florida Statutes, requires the coordination of
49 local government comprehensive plans with the comprehensive plans of adjacent local
50 governments and the plans of school districts; and

51 WHEREAS, Section 163.3177(6)(h) and 2, Florida Statutes, requires each local
52 government to adopt an intergovernmental coordination element as part of their
53 comprehensive plan that states principles and guidelines to be used to accomplish
54 coordination of the adopted comprehensive plan with the plans of the school boards,

5 and describes the processes for collaborative planning and decision making on
56 population projections and public school siting; and

57 WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, further require
58 each county and the non-exempt municipalities within that county to enter into an
59 interlocal agreement with the district school board to jointly establish the specific ways
60 in which the plans and processes of the district school board and the local governments
61 are to be coordinated; and

62 WHEREAS, the PARTIES enter into this Agreement in fulfillment of that statutory
63 requirement and in recognition of the benefits accruing to children, citizens and students
64 as described above; and

65 WHEREAS, the PARTIES desire to mutually cooperate with each other for the
66 purposes of ensuring land use compatibility, insomuch as practical, between and among
67 the PARTIES; to provide for efficient and effective public services to residents of both
68 the COUNTY and CITIES; to provide for a dispute/conflict resolution mechanism; and to
69 establish collaborative land use planning mechanisms; and

70 WHEREAS, the PARTIES agree that this Agreement is a sound planning tool
71 based on generally accepted planning practices and principles that serves to further
72 intergovernmental coordination.

73 NOW THEREFORE, BE IT MUTUALLY AGREED AMONG THE PARTIES that the
74 following procedures shall be followed in coordinating land use and public school
75 facilities planning.

76 SECTION 1: RECITALS.

77 The above recitals are true and correct and form a material part of this Agreement upon
78 which the PARTIES have relied.

79 SECTION 2: PURPOSE OF AGREEMENT.

80 This Agreement is intended to establish a formal coordination framework, and meet the
81 requirements of Florida Statutes, for joint processes for collaborative planning and

82 decision making among the respective PARTIES as it relates to coordination of land use
83 and public school facility planning.

84 SECTION 3. JOINT MEETINGS.

85 3.1 The Planning Technical Advisory Committee (“PTAC”), was formally created and
86 established via the “Intergovernmental Planning Coordination Agreement of 1997”, and
87 shall serve as a staff working group. PTAC is comprised of staff representatives from
88 each of the PARTIES and serves as an advisory committee to enhance
89 intergovernmental coordination of comprehensive plan programs and assists in
90 ensuring consistency between these programs and issues of multi-jurisdictional
91 concern.

92 3.2 PTAC shall meet as needed basis, or at least annually, to discuss issues, share
93 information and formulate recommendations regarding coordination of land use and
94 school facilities planning, including such issues as population and student projections,
95 development trends, school needs, co-location and joint use opportunities, and ancillary
96 infrastructure improvements needed to support the school and ensure safe student
97 access. A representative from the East Central Florida Regional Planning Council shall
98 also be invited to attend. PTAC shall be responsible for setting meetings, including
99 meeting arrangements and notification.

100 3.3 The Council of Local Governments of Seminole County (herein referred to as
101 “CALNO”) is an existing voluntary organization of local governments established to
102 foster a cooperative effort in resolving common and regional problems, policies and
103 plans. Each of the PARTIES shall be officially represented at CALNO CLGSC by its
104 duly elected chief executive or by other official designated or selected by the PARTY’S
105 IES legislative body.

106 3.4 PTAC and CLGSC CALNO shall meet as needed, or at least annually, in joint
107 workshop sessions. A representative of the East Central Florida Regional Planning
108 Council shall also be invited to attend. The joint workshop sessions will provide
109 opportunities for the representatives of Board of County Commissioners, City
110 Commissioners and the School Board to hear reports, discuss policy, set direction, and

1 reach understandings concerning issues of mutual concern regarding coordination of
112 land use and school facilities planning, including population and student growth,
113 development trends, school needs, off-site improvements, and joint use opportunities.
114 Meetings shall be set by PTAC ~~CLGSC~~, including meeting arrangements and
115 notification.

116 SECTION 4. STUDENT ENROLLMENT AND POPULATION PROJECTIONS.

117 4.1 In fulfillment of their respective planning duties, the PARTIES agree to coordinate
118 and base their plans upon consistent projections of the amount, type and distribution of
119 population growth and student enrollment. Countywide five-year population and student
120 enrollment projections shall be revised annually and provided at the first staff working
121 group meeting described in Subsection 3.2.

122 4.2 The SCHOOL BOARD shall utilize student population projections based on
123 information produced by the demographic, revenue and education estimating
124 conferences pursuant to Section 216.136, Florida Statutes, where available, as modified
125 by the SCHOOL BOARD based on development data and agreement with the local
126 governments and the Office of Educational Facilities and SMART (Soundly Made,
127 Accountable, Reasonable, and Thrifty) Schools Clearinghouse. The SCHOOL BOARD
128 may request adjustment to the estimating conferences' projections to reflect actual
129 enrollment and development trends. In formulating such a request the SCHOOL
130 BOARD shall coordinate with the CITIES and COUNTY regarding development trends
131 and future population projections.

132 SECTION 5. COORDINATING AND SHARING OF INFORMATION.

133 5.1 The SCHOOL BOARD shall submit the following information to the COUNTY and to
134 each CITY on an annual basis:

135 (a) On or before July , a listing of all new schools, land acquisitions, and school
136 additions and renovations proposed within the Five Year Work Plan.

137 (b) On or before August 1, a copy of the preliminary District Educational Facilities Work
138 Plan consistent with the requirements of Section 1013.35, Florida Statutes.

39 (c) On or before November 1, a copy of the final adopted Five Year Financially
140 Feasible Capital Improvement Plan, including projected student populations; an
inventory of existing school facility needs and projected capacity needs for 5, 10
and 20 year periods; and information on relocatables.

5.2 In response to the receipt of the information outlined in Subsection Paragraph 5.1,
the COUNTY and each CITY shall agree to respond to the SCHOOL BOARD as
follows:

(a) On or before September 1, identify any proposals in the district's Five Year Plan
(as submitted on July 1) that are inconsistent with the comprehensive plans of the
COUNTY and/or CITIES.

150 (b) On or before September 15, review and submit comments regarding the preliminary
District Educational Facilities Work Plan received on or before August 1.

151 5.3 Prior to February 1 of each year the COUNTY and ~~AND~~ CITIES shall provide the
following information to the SCHOOL BOARD:

153 (a) The type, number and location of residential units which have received zoning
154 and/or subdivision plan approval in the previous calendar year.

(b) Information regarding future land use map amendments which may impact school
facilities.

(c) Identification of any development orders issued which require that a school site be
provided as a condition of development approval.

SECTION 6. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS AND POTENTIAL SCHOOL CLOSURES.

6.1 The SCHOOL BOARD shall establish a Public Schools Facility Planning Committee
to review and make recommendations to the SCHOOL BOARD on the following:

(a) Potential sites for new schools.

(b) Significant renovation, remodeling, expansion, and/or replacement of existing
school facilities.

166 (c) Site acquisition and development costs.

167 (d) Five Year Capital Improvement Plan.

168 (e) Revenue projections and additional funding options.

169 6.2 The Public Schools Facility Planning Committee shall be a standing committee and
170 shall meet on an as-needed basis, but at least once a year. The Committee shall
171 include, but not be limited to, the following:

- 172 (a) School administrators.
- 173 (b) Elementary, middle and high school parents.
- 174 (c) School district representatives.
- 175 (d) Seminole County Public Schools facility planning personnel
- 176 (e) SEMINOLE COUNTY staff member.
- 177 (f) Staff member from each CITY.

178 6.3 The Public Schools Facility Planning Committee, the SCI

- 179
- 180
- 181 (a) Schools as focal points for community activities.
- 182 (b) Elementary and middle schools proximate to and within residential communities.
- 183 (c) High schools on the periphery of residential neighborhoods, with access to major
184 roads.
- 185 (d) Compatibility with present and projected adjacent land uses.
- 186 (e) Discouragement of urban sprawl.
- 187 (f) Safe access for pedestrians and vehicles.
- 188 (g) Adequate public facilities and services.
- 189 (h) Environmental, archeological or historical constraints.
- 190 (i) Conflicts with COUNTY and/or CITY comprehensive plans.

191 6.4 At least 60 days prior to acquiring or leasing property for a new school educational
192 facility, the SCHOOL BOARD shall provide written notice to the COUNTY and/or CITY
193 with jurisdiction over the use of the land. The COUNTY and/or CITY shall notify the
194 SCHOOL BOARD within 45 days if the proposed new site is consistent with the land
195 use designations and policies of the CITY and/or COUNTY comprehensive plan.

196 SECTION 7. SUPPORTING INFRASTRUCTURE.

197 The SCHOOL BOARD and the COUNTY or affected CITY shall jointly determine the
198 need for and timing of on-site and off-site improvements necessary to support each new
199 school or the proposed expansion of an existing school. All PARTIES shall have the

option to enter into a written agreement, if necessary, as to the timing, location, and body responsible for constructing, operating, and maintaining the required improvements.

SECTION 8. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS.

8.1 The COUNTY and CITIES shall include a representative, appointed by the SCHOOL BOARD, as a nonvoting member of their respective ~~to~~ local planning agencies, or equivalent agencies, to attend ~~and/or participate in~~ those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The CITIES and COUNTY may, at their discretion, grant voting status to the SCHOOL BOARD member, as provided for in Section 163.3174, Florida Statutes.

8.2 The SCHOOL BOARD may appoint a representative to serve on the COUNTY'S staff development review committee, or equivalent body. In addition, the SCHOOL BOARD representative ~~may~~ shall be invited to attend meetings of ~~participate in~~ the CITIES' staff development review committees, or equivalent bodies, when development and redevelopment proposals are proposed which could have a significant impact on student enrollment or school facilities.

8.3 The COUNTY and the CITIES agree to give the SCHOOL BOARD notification of land use applications and development proposals pending before them that may affect student enrollment, enrollment projections or school facilities. Such notice shall be provided at least 14 days prior to final official action by the party which will act upon the application or proposal. Failure to provide the notice to the SCHOOL BOARD within the 14 days shall not affect the validity of any of the CITIES' or COUNTY'S land use applications or development proposals. ~~This notice 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. Each party recognizes that due to such varying elements as, review times, procedures and public meeting schedules, minimal time is necessary in order to adequately review and~~

9 respond to applications or proposals, and that every effort will be made to transmit
230 notices as early as possible in the review process.

231 8.4 Within seven (7) days after notification by the COUNTY and/or CITY, the SCHOOL
BOARD shall advise the COUNTY and/or CITY 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.

8.5 In reviewing and approving comprehensive plan amendments, rezonings and
development proposals, the COUNTY and CITIES shall consider the following issues:

- (a) Available school capacity or planned improvements to increase school capacity.
- (b) The provision of school sites and facilities within planned neighborhoods.
- (c) Compatibility of land uses adjacent to existing schools and reserved school sites.
- 240 (d) The co-location of parks, recreation and neighborhood facilities with school sites.
- 241 (e) The linkage of schools, parks, libraries, and other public facilities with bikeways,
242 trails, and sidewalks for safe access.
- 43 (f) Traffic circulation plans which serve schools and the surrounding neighborhoods.
- 244 (g) The provision of off-site signalization, signage, access improvements, and
sidewalks to serve schools.
- (h) The inclusion of school bus stops and turnarounds.
- (i) Other sound planning principles or appropriate development review measures.

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

9.1 Co-location and shared use of facilities are important to the SCHOOL BOARD,
COUNTY ~~AND~~ and CITIES. The SCHOOL BOARD shall look for opportunities to co-
locate and share use of school facilities and civic facilities when preparing the District
Educational Facilities Plan. Likewise, co-location and shared use opportunities shall be
considered by the COUNTY ~~AND~~ and CITIES when preparing the annual update to
their comprehensive plan schedules of capital improvements and when planning and
designing new, or renovating existing, community facilities. For example, opportunities
256 for co-location and shared use with public schools shall be considered for libraries,
257 parks, recreation facilities, community centers, auditoriums, learning centers, museums,

County only. Approved as to form and legal sufficiency.

County Attorney

Date:_____

283

ATTEST:

Patsy Wainright, City Clerk

James A Fowler, City Attorney

284

ATTEST:

Thelma McPherson, City Clerk

Catherine Reischman, City Attorney

285

ATTEST:

Carol A. Foster, City Clerk

Clay Simmons, City Attorney

ATTEST:

Geraldine Zambri, City Clerk

Richard S. Taylor, Jr., City Attorney

ATTEST:

Barbara Barbour, City Clerk

CITY OF ALTAMONTE SPRINGS

By: _____
Russel E. Hauck, Mayor

Date:_____

CITY OF CASSELBERRY

By: _____
Bruce Pronovost, Mayor

Date:_____

CITY OF LAKE MARY

By: _____
Thomas Greene, Mayor

Date:_____

CITY OF LONGWOOD

By: _____
Daniel J. Anderson, Mayor

Date:_____

CITY OF OVIEDO

By: _____
Tom Walters, Mayor

286

William L. Colbert, City Attorney

Date: _____

ATTEST:

CITY OF SANFORD

Janet R. Dougherty, City Clerk

BY: _____
Brady Lessard, Mayor

287

William L. Colbert, City Attorney

Date: _____

ATTEST:

CITY OF WINTER SPRINGS

Andrea Lorenzo –Luaces, City Clerk

By: _____
John Bush, Mayor

288

Anthony Garganese, City Attorney

Date: _____

ATTEST:

SCHOOL BOARD OF SEMINOLE
COUNTY

Ned Julian, Jr., Esquire
Executive Director of Legal Services

By: _____
Sandra Robinson, Chairman

By: _____
Paul J. Hagerty, Superintendent

289

290 **NOTES:**

291 This document represents the interlocal agreement as required by Florida
292 Statutes, and is based on a model interlocal agreement provided by the Florida
293 Department of Community Affairs. This document has been prepared by staff
294 from Seminole County, the Seminole County School Board and municipalities of
295 Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and
296 Winter Springs, and represents the final draft by staff.

297
298 The final document will be transmitted to the Florida Department of Community
299 Affairs (FDCA), Office of Educational Facilities and the SMART School
300 Clearinghouse no later than May 1, 2003.

301
302 Please contact the Seminole County Planning Division at 407-665-7373 if you
303 have any questions regarding this agreement. Thank you.

304



STATE OF FLORIDA
**DEPARTMENT OF COMMUNITY
 AFFAIRS**

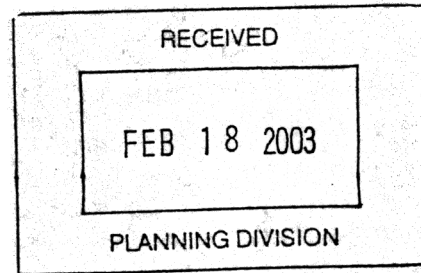
"Dedicated to making Florida a better place to call home"

JEB BUSH
 Governor

COLLEN CASTILLE
 Secretary

February 14, 2003

Mr. Tony Matthews
 Principal Planner
 Seminole County
 1101 East First Street
 Sanford, FL 32771-1468



Dear Mr. Matthews:

The Department received your Draft Interlocal Agreement between Seminole County, the municipalities in the County, and the Seminole County School Board. You indicated that you wished the Department to review the draft agreement to see if it met the requirements of Sections 163.31777 and 1013.33, F.S. for an interlocal agreement for public school facility planning. The draft agreement does include all required components.

The Department recognizes the work done in putting together this agreement and looks forward to helping Seminole County and all the municipalities implement this new requirement. The County's dedication to the comprehensive planning processes is evident in your commitment to meeting this new requirement. If you have any questions or need additional information, please contact Marina Pennington at (850) 922-1809 or via e-mail at marina.pennington@dca.state.fl.us.

Sincerely,

Mike McDaniel
 Regional Planning Administrator

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100

Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781

Internet address: <http://www.dca.state.fl.us>

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 (305) 289-2402

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