

NEFRC

Executive Committee Meeting

**May 5, 2016
10:00 a.m.**

**Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, FL 32216**



Bringing Communities Together

Baker • Clay • Duval • Flagler • Nassau • Putnam • St. Johns

MEMORANDUM

DATE: MAY 5, 2016

TO: NORTHEAST FLORIDA REGIONAL COUNCIL EXECUTIVE COMMITTEE

FROM: BRIAN D. TEEPLE, CHIEF EXECUTIVE OFFICER 

RE: JULY 7, 2016 COMMITTEE MEETING

The next meeting of the Northeast Florida Regional Council's **Executive Committee will be held on July 7, 2016 at 10:00 a.m.** and the next Board of Directors will be held on June 2, 2016 at 10:00 a.m. Both meetings will take place at the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, FL 32216.

Northeast Florida Regional Council

EXECUTIVE COMMITTEE

A G E N D A

Northeast Florida Regional Council
6850 Belfort Oaks Place
Jacksonville, FL 32216

**THURSDAY, MAY 5, 2016
10:00 a.m.**

**(ADDED OR MODIFIED ITEMS IN BOLD)
(*Denotes Action Required)**

TAB

- 1. Call to Order, Roll Call, Introductions – President Myers
- 2. Pledge of Allegiance
- 3. Invitation to Speak – President Myers
Members of the public are welcome and encouraged to speak on any item brought before the Council. Please fill out one of the blue speaker cards located at the sign-in table.
- * 4. Approval of March 3, 2015 Meeting’s Minutes – President Myers 1
- 5. Committee Reports
 - A. Personnel, Budget & Finance Policy Committee – Chair Register
 - * 1. March 2016 Financial Report – Donna Starling 2
- 6. Reports/Action Items
 - * A. Clay County Adopted Amendment 16-1ESR – Ed Preston 3
 - * B. **St. Johns County Transmitted COMPAMD 2015-08 – Ed Preston** 4
 - * C. Resolution 2016-09: TD Grant Signatory Authority – Brian Teeple 5
 - * D. **Interlocal Agreement Proposed Revision– Brian Teeple** 6
 - E. **Proposed By-Laws Review – Brian Teeple** 7
- 7. Public Comment – LIMITED TO 3 MINUTES PER SPEAKER
- 8. President’s Report
- 9. Chief Executive Officer’s Report

- Highlights
- Upcoming Events:
 - May 11, 2016 – Local Emergency Planning Committee meeting, NEFRC
 - May 19, 2016 – Baker County Transportation Disadvantaged LCB meeting, Baker
 - May 19, 2016 – Nassau County Transportation Disadvantaged LCB meeting, Nassau
 - May 23, 2016 – Putnam County Transportation Disadvantaged LCB meeting, Putnam
 - May 23, 2016 – Clay County Transportation Disadvantaged LCB meeting, Clay
 - May 25, 2016 – Northeast Florida Healthcare Coalition Board meeting, Jacksonville
 - May 25, 2016 – Regional Leadership Academy Class, Putnam County
 - May 30, 2016 – MEMORIAL DAY – COUNCIL CLOSED**
 - June 1, 2016 – Hurricane Season Begins!
 - June 2, 2016 – NEFRC Board & Committee meetings, NEFRC
 - Nov. 30, 2016 – Hurricane Season Ends!

10. Next Executive Committee Meeting: **THURSDAY, JULY 7, 2016**
 Northeast Florida Regional Council
 6850 Belfort Oaks Place
 Jacksonville, FL 32216

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NORTHEAST FLORIDA REGIONAL COUNCIL

Executive Committee Meeting

March 3, 2016

MINUTES

The regular meeting of the Northeast Florida Regional Council's Executive Committee was held on Thursday, March 3, 2016 at 10:00 a.m. at the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida, 32216.

President Myers (Putnam County) called the meeting to order with the following members present representing a quorum:

BAKER	Darryl Register
DUVAL	Stan Totman
FLAGLER	Jon Netts
NASSAU	Robert Spaeth
PUTNAM	Kenny Eubanks
ST. JOHNS	Roxanne Horvath

Excused: Jimmy Anderson, Wendell Davis and Bill McClure

Guests: Ray Spofford

Staff Present: Michael Calhoun, Lindsay Haga, Elizabeth Payne, Margo Moehring, Donna Starling, Brian Teeple and Sheron Forde

*Approval of Minutes

President Myers called for a motion on the November 5, 2015 Committee meeting minutes. Mayor Netts moved approval; seconded by Mr. Register. Motion carried.

Invitation to Speak

President Myers announced that the public is welcome to speak on any item that is brought before the Council. With no one wishing to speak, he moved on to the next item.

Reports

Commissioner Horvath arrived.

Personnel, Budget & Finance Policy Committee

Mr. Register provided an overview of the January 2016 Financial Report and, **on behalf of the Committee, moved approval of the January 2016 Financial Report; seconded by Mayor Netts. Motion carried.**

Reports/Action Items

St. Johns County Transmitted Amendment 16-1ESR

Mr. Teeple provided an overview of the St. Johns County Transmitted Amendment 16-1ESR, a Future Land Use text amendment seeking to add “Objective A.1.23 Nocatee New Town Development,” clarifying its singular application to the Nocatee Development of Regional Impact and adjusting design standards to reflect development requirements for the project. A brief discussion followed.

Mr. Ray Spofford was present to respond to questions.

President Myers called for a motion. Mayor Netts moved approval of St. Johns County Transmitted Amendment 16-1ESR and transmittal to the County; seconded by Mr. Eubanks. Motion carried.

St. Johns County Adopted Amendment 15-9ESR

An overview of the St. Johns County Adopted Amendment 15-9ESR was provided by Ms. Haga. This is a text and map amendment modifying the Future Land Use Element and Map covering 102 acres from rural silvaculture to residential. No impacts to regional resources and/or facilities were identified.

President Myers called for a motion. Mayor Netts motioned to find St. Johns County Adopted Amendment 15-9ESR consistent with the Strategic Regional Policy Plan and transmittal to the County; seconded by Mr. Eubank. Motion carried.

Baker County Transmitted Amendment 16-1ESR

Ms. Haga presented the Baker County Transmitted Amendment 16-1ESR, a proposed Future Land Use and Map Amendment, which seeks to change the designation of 225 acres from agricultural to residential. While central water is encouraged, the applicant is looking to use well and septic water. Discussion followed regarding water and the time limit on the donation of the reversion clause.

President Myers called for a motion. Mr. Register moved approval of Baker County Transmitted Amendment 16-1ESR and transmittal to the County; seconded by Mayor Totman. Motion carried with Mayor Netts and Commissioner Horvath opposing.

Interlocal Agreement Proposed Revision Review

Mr. Teeple provided an overview of proposed revisions to the Interlocal Agreement (ILA) along with a proposed new section entitled ‘Member Benefits.’ The proposed revisions were provided in a strike through and underline document for review. Discussion followed.

Mr. Register inquired as to whether or not the Council has By-Laws or a similar document. If

so, the 'Member Benefits' section could be placed there and not the ILA. Mr. Teeple stated that there is a defunct Rule 29D-1, which he is considering turning it into a set of By-Laws.

Staff was provided with direction regarding the proposed revisions to the ILA. The Committee will review these changes at the next meeting.

Public Comment

None

President's Report

None at this time.

Chief Executive Officer's Report

Mr. Teeple stated that staff has received an inquiry from our Broker, who believes there may be a potential offer and wants the Council's take on whether he should encourage an offer in the \$2 million range. Mr. Teeple provided an overview of the estimated net if the Council accepted such an offer. Discussion followed.

By general consent of the Committee Members, staff was directed to inform the Broker that the Council would consider any formal offers. Staff was also directed to lower the asking price to \$2.75 million with an interest in leasing back space from the buyer.

The Highlights is included in the agenda packets for Member information.

Next Meeting Date

The next Executive Committee meeting is scheduled for **Thursday, May 5, 2016** at 10:00 a.m. at the Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, FL 32216.

Adjournment

President Myers inquired if there were any other items for discussion; hearing none, the meeting was adjourned at 11:35 a.m.

Vernon Myers
President

Brian D. Teeple
Chief Executive Officer

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Bringing Communities Together

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MEMORANDUM

DATE: APRIL 27, 2016

TO: NORTHEAST FLORIDA REGIONAL COUNCIL EXECUTIVE COMMITTEE

THRU: DARRYL REGISTER, PERSONNEL, BUDGET & FINANCE COMMITTEE CHAIR

FROM: ^{DS} DONNA STARLING, CHIEF FINANCIAL OFFICER

RE: MARCH 2016 FINANCIAL REPORT

The Northeast Florida Regional Council posted a Net Loss of \$2,946 for the month of March and a Year to Date Loss of \$20,378. Revenues for the month of March were \$130,064. Expenses for the month were \$133,010.

The loss is largely attributed to three payrolls being posted in March and the reduction in revenues resulting from the loss of Clay County membership dues.

Revenues will continue to be reduced by approximately \$6,700 per month due to the loss of the Clay County membership dues.

Regional Council - Agencywide	Adopted Budget 15/16	March 2016	YTD	Represents 50% of Fiscal Year	Budget Variance
Revenues					
County Dues	\$ 643,235	46,858	281,150	44%	-6%
Local Government Technical Assistance	\$ 125,000	35,707	79,841	64%	14%
Development of Regional Impact (DRI)	\$ 11,500	143	4,894	43%	-7%
Transportation Disadvantaged (TD)	\$ 126,950	14,955	69,164	54%	4%
Economic Development Administration (EDA)	\$ 60,000	2,821	23,180	39%	-11%
Local Emergency Preparedness Committee (LEPC)	\$ 48,000	182	24,182	50%	0%
Hazardous Materials Emergency Preparedness (HMEP) Program	\$ 50,000	294	39,252	79%	29%
Healthcare Coalition	\$ 200,000	21,873	77,562	39%	-11%
Hurricane Study	\$ -	3,058	65,229	0%	0%
Small Quantity Generator (SQG) Program	\$ 5,000	-	-	0%	-50%
Regional Leadership Academy (RLA)	\$ 4,200	550	1,650	39%	-11%
Special Projects	\$ 20,000	53	5,220	26%	-24%
Tenant Revenue	\$ 33,270	3,516	12,757	38%	-12%
Other Revenue	\$ -	51	5,145	0%	0%
TOTAL REVENUES	\$ 1,327,155	\$ 130,064	\$ 689,227	52%	
TRANSFER FROM GENERAL FUND	\$ 115,278	\$ 2,946	\$ 20,378	18%	
TOTAL REVENUE/GENERAL FUND	\$ 1,442,433	\$ 133,010	\$ 709,605	49%	
Expenses					
Salaries and Fringe	\$ 852,993	82,417	397,626	47%	-3%
Contract/Grant Direct Expenses	\$ 142,000	8,610	105,505	74%	24%
Common/Indirect - Allocated Expenses*	\$ 337,650	38,069	158,683	47%	-3%
General Fund Expense*	\$ 109,790	3,913	47,791	44%	-6%
TOTAL EXPENSES	\$ 1,442,433	\$ 133,010	\$ 709,605	49%	
Net Income (loss)		(2,946)	\$ (20,378)		

*Excludes Salaries & Fringe

Northeast Florida Regional Council
 Balance Sheet
 March 2016

	FY 14/15 March 2015	FY 15/16 March 2016
ASSETS		
Cash	1,071,860	1,185,570
Accounts Receivable	182,605	122,904
Prepaid Expenses	500	806
Total Current Assets	<u>1,254,965</u>	<u>1,309,280</u>
Property and Equipment:		
Office Furniture and Equipment	726,850	553,824
Land	271,910	271,910
Building	1,928,090	1,928,090
Building Improvements	<u>948,286</u>	<u>948,286</u>
Less Accumulated Depreciation	<u>1,720,628</u>	<u>1,672,576</u>
Total Property and Equipment, net	<u>2,154,508</u>	<u>2,029,534</u>
Total Assets	<u><u>3,409,473</u></u>	<u><u>3,338,814</u></u>
LIABILITIES		
Accounts Payable	9,388	6,116
Accrued Salaries and Leave	77,315	59,652
Deferred Revenue	30,609	114,454
Tenant Deposits	5,758	3,588
Notes Payable	1,454,340	1,367,956
Total Liabilities	<u>1,577,411</u>	<u>1,551,766</u>
EQUITY		
Equity and Other Credits:		
Retained Earnings	1,832,062	1,787,048
Total Equity and Other Credits	<u>1,832,062</u>	<u>1,787,048</u>
Total Liabilities, Equity and Other Credits	<u><u>3,409,473</u></u>	<u><u>3,338,814</u></u>

YTD Comparison

	14/15 Net Income (Loss)	15/16 Net Income (Loss)	14/15 Cash Balance	15/16 Cash Balance
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AGENCYWIDE

October	\$ (9,380)	\$ (7,883)	\$ 1,143,919	\$ 1,067,744
November	\$ (22,453)	\$ (10,884)	\$ 1,151,459	\$ 1,164,169
December	\$ (30,690)	\$ (17,480)	\$ 1,090,388	\$ 1,085,751
January	\$ (44,550)	\$ (14,803)	\$ 1,154,596	\$ 1,121,918
February	\$ (55,071)	\$ (17,432)	\$ 1,163,025	\$ 1,163,420
March	\$ (74,550)	\$ (20,378)	\$ 1,071,860	\$ 1,185,570
April	\$ (80,984)		\$ 1,217,106	
May	\$ (106,880)		\$ 1,071,601	
June	\$ (108,363)		\$ 1,086,079	
July	\$ (111,206)		\$ 1,177,339	
August	\$ (102,126)		\$ 1,259,551	
September	\$ (99,186)		\$ 1,107,905	

MEMORANDUM

DATE: APRIL 27, 2016

TO: NORTHEAST FLORIDA REGIONAL COUNCIL EXECUTIVE COMMITTEE

THRU: BRIAN TEEPLE, CHIEF EXECUTIVE OFFICER 

FROM: ^{DS} DONNA STARLING, CHIEF FINANCIAL OFFICER

RE: MARCH 2016 INVESTMENT REPORT

Bank Account Interest

	<u>FY 14/15</u>	<u>FY 15/16</u>
March Interest	\$ 22	\$ 21
Year to Date Interest	\$ 124	\$ 125

Florida Local Government Investment Trust

	<u>FY 14/15</u>	<u>FY 15/16</u>
Current Balance	\$16,404	\$16,527

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MEMORANDUM

DATE: APRIL 20, 2016

TO: NORTHEAST FLORIDA REGIONAL COUNCIL BOARD OF DIRECTORS

THRU: BRIAN TEEPLE, CHIEF EXECUTIVE OFFICER 

FROM: ED PRESTON, PLANNING PROGRAMS DIRECTOR 

RE: CLAY COUNTY ADOPTED AMENDMENT 16-1ESR

Attached is Review Form 01 for the Clay County Adopted Amendment 16-1ESR. The Council considered the transmittal version of this amendment during the February 11, 2016 Board meeting with a brief discussion. Clay County proposes to correct a non-conforming lot size situation within the Seminole Village area of Lake Asbury. The Seminole Village community includes 221 lots. Of this number, 21 lots do not meet the minimum lot size of five acres and don't meet the test for a legal lot of record. The amendment assigns one single family unit to each of the 21 lots.

This policy will recognize the existing land use pattern within the defined Seminole Village community and allow 10 developed lots and 11 vacant lots to meet minimum building permit requirements. The proposed policy is consistent with Policy 1.4.5 of the Clay County Comprehensive Plan, which states that lots otherwise inconsistent with respect to density standards shall be allowed to develop a maximum of one dwelling unit.

Recommendation

Staff respectfully recommends that the Northeast Florida Regional Council find the Clay County Adopted Amendment 16-1ESR consistent with the Strategic Regional Policy Plan and transmit the review to Clay County.

**FLORIDA REGIONAL COUNCILS ASSOCIATION
LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENT REVIEW FORM 01**

Regional Planning Council: **Northeast Florida Regional Council**
Regional Planning Council Item No. **Clay County Adopted Amendment 16-1ESR**
Date Mailed to Local Government and State Land Planning Agency: **May 6, 2016**
Local Government Item No: **Ordinance 2016-14**

Pursuant to Section 163.3184, Florida Statutes, Council review of proposed amendments to local government comprehensive plans is limited to adverse effects on regional resources and facilities identified in the strategic regional policy plan and extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the state land planning agency within 30 calendar days of receipt of the amendment.

DESCRIPTION OF AMENDMENT

Clay County proposes to correct a non-conforming lot size situation within the Seminole Village area of Lake Asbury. The Seminole Village community includes 221 lots. Of this number, 21 lots do not meet the minimum lot size of five acres and don't meet the test for a legal lot of record. The amendment assigns one single family unit to each of the 21 lots.

1. ADVERSE EFFECTS TO SIGNIFICANT REGIONAL RESOURCES AND FACILITIES IDENTIFIED IN THE STRATEGIC REGIONAL POLICY PLAN

There are no adverse effects to significant regional resources or facilities identified in the Strategic Regional Policy Plan.

2. EXTRAJURISDICTIONAL IMPACTS INCONSISTENT WITH THE COMPREHENSIVE PLANS OF LOCAL GOVERNMENTS WITHIN THE REGION

No extra-jurisdictional impacts that would be inconsistent with the Comprehensive Plan of an affected local government were identified.

Request a copy of the adopted version of the amendment?

Yes _____ No X

Recommendation

Staff respectfully recommends that the Northeast Florida Regional Council find the Clay County Adopted Amendment 16-1ESR consistent with the Strategic Regional Policy Plan and transmit the review to Clay County.

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MEMORANDUM

DATE: MAY 3, 2016

TO: NORTHEAST FLORIDA REGIONAL COUNCIL EXECUTIVE COMMITTEE

THRU: BRIAN D. TEEPLE, CHIEF EXECUTIVE OFFICER 

FROM: ED PRESTON, PLANNING PROGRAMS DIRECTOR 

RE: ST. JOHNS COUNTY TRANSMITTED COMPAMD 2015-08, CORDOVA PALMS

Attached is Review Form 01 for a Future Land Use Map amendment and Text Amendment and a DRI Abandonment associated with SJC COMPAMD 15-08, Cordova Palms. This amendment changes the future land use designation for 115.9 acres from Intensive Commercial to Residential-C. It also changes 39.4 acres from Intensive Commercial to Industrial. The text amendment limits development to 750 dwelling units and 150,000 square feet of commercial and retail on 340 acres of land within the boundary of the abandoned DRI (less the 39.4 acres changing to Industrial in the Future Land Use amendment).

Recommendation

Staff respectfully recommends that the Northeast Florida Regional Council Executive Committee approve the attached staff review report and transmit the review of SJC Transmitted COMPAMD 2015-08 to St. Johns County for further study including finalizing land transaction details, industrial acreage impacts and any PUD agreements.

**FLORIDA REGIONAL COUNCILS ASSOCIATION
LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENT REVIEW FORM 01**

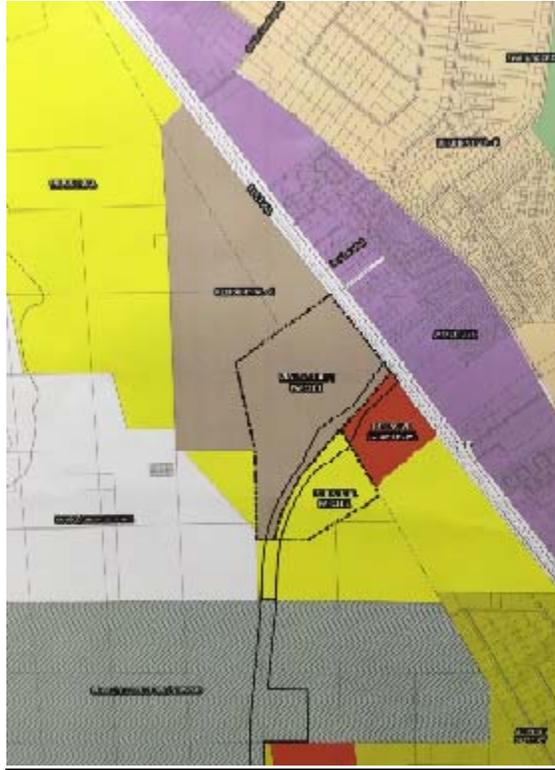
Regional Planning Council: **Northeast Florida Regional Council**
Regional Planning Council Item No. **St. Johns County Transmitted COMPAMD 2015-08**
Date Mailed to Local Government and State Land Planning Agency: **May 5, 2016**
Local Government Item No: **COMPAMD 2015-08 Cordova Palms**

Pursuant to Section 163.3184, Florida Statutes, Council review of proposed amendments to local government comprehensive plans is limited to adverse effects on regional resources and facilities identified in the strategic regional policy plan and extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. A written report containing an evaluation of these impacts, pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the state land planning agency within 30 calendar days of receipt of the amendment.

DESCRIPTION OF AMENDMENT

The proposed transmittal amendment modifies the Land Use designation on 150 acres of the 381 acre abandoned DRI. Specifically, it changes 115.9 acres from Intensive Commercial to Residential C (6 dwelling units/net acre) and 39.4 acres from Intensive Commercial to Industrial. The amendment includes a text policy to limit density to a maximum of 750 units and 150,000 square feet of Commercial Retail on 340 of 381 acres of land within the boundary of the abandoned DRI. The text policy does not apply to the 39.4 acres in the Future land Use Amendment which is changing to Industrial. The property is located in the Northeast Sector of St. Johns County on the west side of US 1, north of St. Augustine and south of International Golf Parkway.

The impact analysis of the abandoned DRI is offered by the applicant to apply to the Future Land Use amendment and the text amendment. When the 150 acre Future Land Use Amendment and the 340 acre text amendment are combined, the net density on the subject lands are actually reduced from the DRI levels. However the transportation analysis for the DRI included several road network connections (International Golf Parkway, St. Marks Pond Boulevard, Big Oak Drive and proposed 313 to Woodlawn Road) which are no longer proposed.



1. ADVERSE EFFECTS TO SIGNIFICANT REGIONAL RESOURCES AND FACILITIES IDENTIFIED IN THE STRATEGIC REGIONAL POLICY PLAN

The proposed development will impact links of I-95 and US-1 which are in the Regional I-95 Corridor and are both regional roadway facilities. According to County staff analysis, the proposed development will generate 1,177 fewer peak hour trips and 9,450 fewer daily trips than the abandoned DRI. However this does not account for any trips which might be generated by the 39.4 acres changing to industrial. The industrial land use category can support things like a multi-modal center. No analysis of the industrial lands are included. The combined Future Land Use Amendment and Text amendment impact the following strategic regional resources: 12 Mile Swamp and wetlands, flood plains, and recreational lands that are depicted in Figure 1 on page 3G-2 in the Natural Resources of Regional Significance Section of the Strategic Regional Policy Plan. Staff also questions the health and safety and best planning practice criteria of developing 750 dwelling units and 150,000 square feet of commercial retail in an area restricted to a single point of access across an on-grade railroad crossing for purposes of evacuation and emergencies. The application cites 4 land swaps and sales and a PUD as partial justification for approval which could result in facilitating completion of the proposed St. Augustine By-pass County Road 313 and enhancing the ecological value of 12 Mile Swamp and expansion of the County airport. However none of these agreements nor the PUD application are final or adopted at this writing.

2. EXTRAJURISDICTIONAL IMPACTS INCONSISTENT WITH THE COMPREHENSIVE PLANS OF LOCAL GOVERNMENTS WITHIN THE REGION

No inconsistencies with other local government comprehensive plans were identified.

Request a copy of the adopted version of the amendment?

Yes X No

Recommendation

Staff respectfully recommends that the Northeast Florida Regional Council Executive Committee approve the attached staff review report and transmit the review of SJC Transmitted COMPAMD2015-08 to St. Johns County for further study including finalizing land transaction details, industrial acreage impacts and any PUD agreements.

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MEMORANDUM

DATE: APRIL 27, 2016
TO: NORTHEAST FLORIDA REGIONAL COUNCIL EXECUTIVE COMMITTEE
THRU: BRIAN D. TEEPLE, CHIEF EXECUTIVE OFFICER 
FROM: MARGO MOEHRING, MANAGING DIRECTOR OF POLICY & PLANNING 
RE: RESOLUTION 2016-09 TRANSPORTATION DISADVANTAGED GRANT SIGNATORY AUTHORITY

The Northeast Florida Regional Council serves as the Designated Official Planning Agency (DOPA) for the Transportation Disadvantaged (TD) program in Baker, Clay, Flagler, Nassau, Putnam and St. Johns Counties.

As the DOPA, the Council is responsible for filing the annual Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged to undertake the service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

Recommendation:

Staff recommends that the Council Board approve the attached Resolution 2016-09 giving signatory authority to Mr. Brian Teeple to file the Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged.

Resolution

Northeast Florida Regional Council

2016-09

Granting

Signatory Authority for Filing of a Transportation Disadvantaged Trust Fund Grant Application

WHEREAS, the Board of Directors of the Northeast Florida Regional Council, hereinafter referred to as the BOARD, hereby authorizes the filing of a Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged; and

WHEREAS, the BOARD has the authority to file a Transportation Disadvantaged Trust Fund Grant Application and to undertake a Transportation Disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Brian D. Teeple to file and execute the application on behalf of the Northeast Florida Regional Council with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes Brian D. Teeple to sign any and all agreements or contracts that is required in connection with the application.
4. The BOARD authorizes Brian D. Teeple to sign any and all assurances, reimbursement invoices, warranties, certifications, and any other documents that may be required in connection with the applications or subsequent agreements.

Unanimously adopted by the Northeast Florida Regional Council in a regular meeting assembled in the City of Jacksonville, the fifth day of May, 2016.

Vernon Myers
President

Brian D. Teeple
CEO

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SIXTH

AMENDED AND RESTATED
INTERLOCAL AGREEMENT
CREATING
THE
NORTHEAST FLORIDA REGIONAL COUNCIL
EFFECTIVE XXXX, XXXX

AMENDED AND RESTATED
INTERLOCAL AGREEMENT
CREATING THE NORTHEAST FLORIDA
REGIONAL COUNCIL

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this ____ day of _____,
pursuant to authority of Section 163.01, Florida Statutes, by and between:

BAKER COUNTY

CLAY COUNTY

DUVAL COUNTY

FLAGLER COUNTY

NASSAU COUNTY

PUTNAM COUNTY

and

ST. JOHNS COUNTY

WITNESSETH:

WHEREAS, The Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, this Agreement amends, ratifies, confirms and restates the Interlocal Agreement entered on February 14, 1977, by and among the parties to this agreement pursuant to which the Northeast Florida Regional Council was originally created; and

WHEREAS, the Florida Regional Planning Council Act, Section ~~Chapter~~ 186.501, Florida Statutes, mandates the creation of a Regional Planning Council in each of the several comprehensive planning districts of the state; and,

WHEREAS, Section 186.512(1)(d), Florida Statutes, and the Executive Office of the Governor ~~has~~ have designated that the Northeast Florida Regional Council and Comprehensive Planning District IV shall be comprised of the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns; and

WHEREAS, the declared purpose of the Florida Regional Planning Council Act is to establish a common system of regional planning councils for areawide coordination and related cooperative activities of federal, state and local governments and ensure a broad-based regional organization that can provide a truly regional perspective enhancing the ability and opportunity of local governments to resolve issues and problems transcending their individual boundaries; and

WHEREAS, it is the desire of the parties hereto to establish a regional ~~planning~~ council to serve in an advisory capacity to the constituent local governments in regional, metropolitan, county and municipal planning and other governmental matters; and

WHEREAS, the parties hereto desire to make the most efficient use of their powers to cooperate for mutual advantage in conducting the ~~comprehensive~~ regional planning process and for providing coordination and cooperation for the area within this comprehensive planning- the northeast Florida region; and,

WHEREAS, the Community Planning Act ~~Local Government Comprehensive Planning and Land Development Regulation Act~~, Chapter 163, Part II Florida Statutes assigns to regional planning agencies the responsibility to determine the relationship and effect of a local government's plan or element thereof to or on the strategic regional policy plan and extra jurisdictional impacts; and,

~~WHEREAS, the Environmental Land and Water Management Act, Chapter 380, Florida Statutes,~~ assigns to regional planning agencies the duty to study, review and make recommendations concerning areas of critical state concern, Florida quality developments, and developments of regional impact; and,

WHEREAS, Governor's Executive Orders 83-150 and 95-359 and Presidential Executive Order 82-12372, designates the comprehensive regional planning agencies as areawide clearinghouses responsible for review and coordination regarding certain Federal programs; and,

WHEREAS, Regional Planning Councils are statutorily assigned various duties and responsibilities in Chapter 120, 163, 164, 186, 218, ~~240~~, 260, 252, 258, ~~282~~, ~~288~~, 335, 339, 343, 369, 373, 378, 380, 403, 408, 419, 420, 427, and ~~985~~ 1013, Florida Statutes and other applicable federal, state and local laws.

NOW, THEREFORE, for and in consideration of mutual promises, covenants, benefits to accrue from conduct of a regional planning process, and agreements herein contained and set forth, the member ~~government~~ Countys ~~counties~~ to hereby establish, pursuant to the authority of Section 163.01 and Section 186.501, Florida Statutes, the ~~NORTHEAST FLORIDA REGIONAL COUNCIL~~ Northeast Florida Regional Council located in Comprehensive Planning District IV consisting of the counties Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns, hereinafter referred to as the ~~COUNCIL~~ Council, a separate legal entity, and do further delegate such powers as are specified herein and agree as follows:

1. Purpose.

The purposes of this agreement are:

- (a) To provide local governments with a means of exercising the rights, duties and powers of a regional planning council as defined in Chapter 186, Florida Statutes and other applicable federal, state and local laws.
- (b) To provide a means for conducting the regional planning process.
- (c) To provide regional coordination for local governments in the Northeast Florida region.
- (d) To act in an advisory capacity to exchange, interchange, and review the various programs referred to it which are of regional concern.
- (e) To promote communication among local governments in the region and the identification and resolution of common regional-scale problems.
- (f) To cooperate with Federal, State, local, and non-governmental agencies and citizens to insure the orderly and harmonious coordination of Federal, State, and local

planning and development programs in order to insure the orderly, and balanced growth and development of this region, consistent with protection of the natural resources and environment of the region, and to promote safety, welfare and to enhance the quality of life of the residents of the region.

- (g) To encourage and promote communications between neighboring regional planning districts in attempt to insure compatibility in development and long-range planning goals.
- (h) To establish an organization that will promote areawide coordination and related cooperative activities of federal, state and local governments, ensuring a broad based-regional organization that can provide a truly regional perspective and enhance that ability and opportunity of local governments to resolve issues and problems transcending their individual boundaries.
- ~~(i) To establish an organization to review Developments of Regional Impact, Florida Quality Developments and other developments defined in Chapter 380, Florida Statutes, which will collect review fees and make recommendations to the local government(s) of jurisdiction for application approval/disapproval in order to insure that quality development within the region is consistent with adopted Strategic Regional Policy Plan and Local Government Comprehensive Plans.~~
- (j) To establish an organization to carry out the duties, functions and activities that are to the mutual advantage of one or more of the local governments ~~units~~ within ~~Comprehensive Planning District IV~~ Northeast Florida.

2. Definitions.

- (a) Appointed Representative ~~—policy board—~~ a member of the Board of Directors of the Council.
- (b) Comprehensive Planning Districts – the geographic areas within the ~~state~~ State specified by the Executive Office of the Governor, ~~and/or by statute.~~

- (c) Strategic Regional Policy Plan – a plan containing goals and policies that address, at a minimum, affordable housing, economic development, emergency preparedness, natural resources of regional significance and regional transportation.
- (d) Contribution – any monies received by the Council from a member ~~government~~ County county or otherwise.
- (e) Council – the ~~NORTHEAST FLORIDA REGIONAL COUNCIL~~ Northeast Florida Regional Council.
- (f) Elected Official – a member of the governing body of municipality or county or a county elected official chosen by the governing body.
- (g) Federal or Federal Government – the government of the United States or any department, commission, agency, or other instrumentalities thereof.
- (h) Governing body – the Board of County Commissioners or City-/Town Council/Commission of any member ~~government~~ County county.
- (i) Local General ~~Purpose~~ Government – any municipality or county created pursuant to the authority granted under ss. 1 and 2, Article VIII of the ~~State~~ Florida Constitution.
- (j) Member County ~~Government~~ – any county within the Northeast Florida Comprehensive Planning District IV which is a signatory to this interlocal agreement.
- (k) ~~-Municipality Participating Member Unit~~ – any incorporated municipality located within a member ~~government~~ County county.
- ~~(l) Actual cost – for the purpose of project review actual cost shall be calculated on the basis of reasonably anticipated expenses related to a project review and monitoring, shall include but not be limited to, the cost of staff and other associated direct and indirect costs.~~
- ~~(m) Development of Regional Impact – A development is defined to be a development of regional impact based upon the criteria in Chapter 380, Florida Statutes and Chapter 28-24, Florida Administrative Code.~~

3. Effective Date, Duration, Amendment, Withdrawal, and Termination.

- (a) The effective creation date of the ~~COUNCIL~~-Council is February 14, 1977.
- (b) This agreement shall continue in effect until terminated as provided in Section 3.e.
- (c) Any amendments to this agreement shall be in writing and set forth an effective date. To put into effect any amendment, each member ~~government~~ County-county shall adopt, by a majority vote of its governing body, a resolution authorizing its chairman or chief elected official to execute the amendment.
- (d) Notwithstanding the provisions of Chapter 186, Florida Statutes, any member ~~government~~ County-county hereto may withdraw its membership by resolution duly adopted by its governing body, and upon giving at least 12 months written notice of withdrawal to the Council and the Chairman or chief elected official of the governing body of each member ~~government~~ County-county, without the effect of terminating this agreement. However, such withdrawal shall be subject to review by a Court of Competent Jurisdiction. The withdrawal shall only be effective at the fiscal year (September 30), with all funding and contractual obligations of the withdrawing member ~~government~~ County-county continuing until that date. All property, real or personal, of the ~~COUNCIL~~-Council on the effective date of such withdrawal shall remain the property of the ~~COUNCIL~~-Council and the withdrawing member ~~government~~ County-county shall have no rights thereto.
- (e) This agreement may be terminated by resolution duly adopted by the governing body of all member ~~government~~ Counties-counties. The effective termination date shall be after the date of said resolution unless contractual obligation would require a later termination date.
- (f) In the event there is a complete termination of this agreement, as provided for in Section 3.e., which would involve the disposition of the property of the ~~COUNCIL~~-Council, such property shall be liquidated and each member ~~government~~ County-county shall be entitled to a share of the proceeds bearing the same ratio as the contribution of that member ~~government~~ County-county at the time of dissolution. Said proceeds from the liquidation of the property of the Council shall

be applied to satisfy debts, liabilities and financial obligations of the Council prior to any distribution to the members-Counties.

- (g) Further, in the case of a complete termination of this agreement, the non-Federal matching contribution required to match any approved Federal or State grant shall be submitted to the appropriate agency. However, the preceding notwithstanding, if the program may be canceled or terminated early, then it shall be distributed and any excess matching funds contributed by the COUNCILCouncil shall be distributed, to each member ~~government~~ Countycounty.

4. Membership, Voting and Term.

- (a) Each member ~~government~~ Countycounty shall have four (4) appointed representatives of which at least three (3) shall be locally appointed representatives, including, two (2) of which shall be elected representatives of the governing body of each of the member ~~government~~ Counties; however, each member ~~government~~ Countycounty shall have the option of appointing ~~a person who resided an elected official with a general purpose local government or Constitutional Officer~~ within the boundaries of the member ~~government~~ Countycounty to represent one of the positions ~~to which it is otherwise entitled who is not an elected representative of the governing body of that member government County nor compensated by that governing body~~; one (1) of which shall be an elected municipal representative of a ~~participating member unit~~ Municipality from each member ~~government~~ Countycounty; however, each municipality which is represented shall have the option of recommending a person who resides within the boundaries of the municipality to represent them ~~who is not an elected municipal representative~~. No less than one (1) additional representative from each member ~~government~~ Countycounty who shall be a gubernatorial appointee, pursuant to Section 186.504 Florida Statutes. The total number of ~~appointed representatives~~ voting Board Members of the COUNCILCouncil shall be thirty-one (31) inclusive of the ten (10) gubernatorial appointees.

- (b) Municipal representatives ~~from the participating member units~~ shall be appointed by the governing body of the member ~~government~~ County. The municipal representative shall be appointed from among the recommendations provided by the governing bodies of each municipality making such recommendation. In any event, the appointment of municipal representative from each member ~~government~~ County shall be at the sole discretion of the governing body of member ~~government~~ County.
- (c) The Governor of the State of Florida shall appoint a maximum of ten (10) voting members. Each member ~~government~~ County in the region shall have at least one (1) representative appointed by the Governor.
- (d) The Governor of the State of Florida shall ~~designate~~ appoint ex-officio non-voting members representing the Florida Department of Transportation, Florida Department of Environmental Protection, the St. Johns River Water Management District and ~~Enterprise Florida, Inc.~~ the Florida Department of Economic Opportunity.
- (e) The names of all the appointed representatives shall be recorded in the ~~COUNCIL~~ Council minutes.
- (f) For the conducting of all business, each ~~appointed representative~~ Board Member shall have an equal vote, which shall be one (1) vote for each ~~appointed representative~~ Board Member. In those instances where the ~~COUNCIL~~ Council may have under consideration a matter which will impact only one member ~~government~~ County and a vote of the ~~COUNCIL~~ Council on this matter is needed or required, then a weighted vote may be taken on the question according to the following procedure:
1. Weighted Vote Procedure – a weighted vote may be invoked when the majority of the representatives of two (2) or more member ~~government~~ Counties request the same before a vote on the subject question is called. When weighted vote has been called for, then the procedure for voting shall be as follows:

Each representative shall have one vote except that the ~~county~~ County which is solely impacted by the subject under consideration shall have an additional four (4) votes per ~~County~~ county appointed representative. The total votes available on a weighed vote question shall then equal ~~forty-four (44)~~ forty-three (43) votes. A majority vote of these present and voting is needed to pass a weighed vote question. Once a vote on a weighed vote questions has been taken, then it may be set aside only by two-thirds (2/3) vote of the member ~~government~~ Counties wherein each representative of a member ~~government~~ County shall cast one (1) vote only.

(g) The basic term of office for appointed representatives of the ~~COUNCIL~~ Council shall be set by the respective appointing authority. All representatives shall serve until a replacement is appointed by the appropriate appointing authority or until written resignation is received by the COUNCIL Council.

5. Officers. The officers of the ~~COUNCIL~~ Council shall consist of:

(a) A President, who shall be responsible for overseeing the working organization of the ~~COUNCIL~~ Council, for seeing that all policies of the ~~COUNCIL~~ Council are carried out, and for presiding over all ~~COUNCIL~~ Council meeting. The President or a designated representative shall be ex officio member of all subsidiary committees and boards.

(b) A First Vice- President who shall preside in the ~~chairman's~~ President's absence ~~of or~~ inability to act. The Vice President shall perform such other functions as the ~~COUNCIL~~ Council may from time to time assign.

(c) A Second Vice President, who shall preside in the ~~chairmen~~ President and First ~~vice~~ Vice ~~chairman's~~ President's absence or inability to act. The Second Vice-President shall perform such functions as the ~~COUNCIL~~ Council may from time to time assign.

(d) A Secretary-Treasurer, who shall be responsible for minutes of the meeting, keeping the roll of members, the financial affairs of the ~~COUNCIL~~Council and such other duties as may be assigned.

6. Meetings.

- (a) The annual election of officers shall occur in a timely manner ~~so be held during the September meeting in each year.~~ The terms of officers shall ~~shall~~ may commence with their installation at the October meeting.
- (b) Regular meetings shall be held on the days and times established by the ~~COUNCIL~~Council.
- (c) Special meetings shall be called by the President either at his/her discretion or when she/he is requested by at least three (3) appointed representatives, none of which may be from the same member ~~government County~~county; provided adequate notice shall be given to all appointed representatives stating the date, hour and place of the meeting and the purpose for which such meeting is called, and no other business shall be transacted at that meeting.
- (d) The place and time of each meeting shall be determined by the membership prior to the adjournment of the previous meeting. In the absence of such determination, the time and place of the meeting(s) shall be determined by the President ~~chairman~~.
- (e) All meeting of the ~~COUNCIL~~Council shall be open to the public.
- (f) The Secretary-Treasurer or his/her designee shall keep minutes of each meeting and distribute a copy thereof to each member ~~government County~~county.

7. Finances.

- (a) The work year and fiscal year of the ~~COUNCIL~~Council shall be twelve (12) months beginning the first day of October and ending the thirtieth day of September.
- (b) On or before July 15 of each year, the ~~COUNCIL~~Council shall adopt an annual budget and certify a copy thereof to the Clerk or authorized recipient of the governing body of each member ~~government County~~county. Each member

~~government~~ County~~county~~ shall contribute such proportionate cash amounts as determined by the ~~COUNCIL~~Council, and approved by its governing body.

- (c) Contributions for each fiscal year shall be payable in four equal installments ~~as provided by the rules of the COUNCIL.~~
- (d) Each member ~~government~~ County~~county~~ who does not remit the contribution amounts in accordance with ~~Rules of the COUNCIL~~ Section 7.(c) above shall lose all voting privileges until payment is made.

8. Powers

The ~~COUNCIL~~Council shall have the right to receive and accept in furtherance of its function; gifts, grants, assistance funds, bequeaths, and services from Federal, State and local governments or their agencies and from private and community sources, and to expend there from such sums of money as shall be deemed necessary from time to time for the attainment of its objectives in accordance with all applicable laws. The ~~COUNCIL~~Council shall have all powers granted herein including:

- (a) The powers granted to regional planning councils or regional planning agencies by Chapter 186, Florida Statutes, and other applicable federal, state and local laws as now existing and/or as from time to time amended.
- (b) To adopt rules of procedure for the regulation of its affairs and the conduct of its business, and to appoint from among its members a ~~chairman~~ President to serve annually, provided that such President may be subject to reelection.
- (c) To adopt ~~an~~ official name and seal.
- (d) To maintain an office at such place or places within the comprehensive planning district as it may designate.
- (e) To employ and to compensate such personnel, consultants, and technical and professional assistants, as it shall deem necessary to exercise the powers and perform the duties set forth in this act.
- (f) To make and enter all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act.

- (g) To hold public hearings and sponsor public forums in any part of the regional area whenever it deems necessary or useful in the execution of its other functions.
- (h) To sue and be sued in its own name.
- (i) To accept and receive, in furtherance of its functions, funds, grants and services from the Federal Government or its agencies; from departments, agencies, and instrumentalities of state, municipal or local government; or from private or civic sources. ~~The regional planning councils shall, no later than January 30 of each year, render an accounting of receipt and disbursement of all funds received by them to the Secretary of the Department of Community Affairs.~~
- (j) To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality where approved by the ~~council~~ Council and to act as an agency to receive and to expend federal funds for planning.
- (k) To act in advisory capacity to the constituent local governments in regional, metropolitan, county and municipal planning matters.
- (l) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning disaster preparedness.
- (m) To fix and collect membership fees, rents or fees where appropriate.
- (n) To acquire, own, hold in custody, operate, maintain, lease or sell real or personal property.
- (o) To incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any parties to this agreement.
 1. The Council may issue from time to time revenue notes to finance capital improvements. Such notes shall be issued upon such terms, containing such provisions, bearing interest at such lawful rate of rates including variable rates having maturity (not exceeding 31 years from the date of issuance), and supported by such other documents, all as may be established by the Council. Such revenue notes shall not ~~be~~ constitute “bonds” within the meaning of Article VII, Section 12 of the Constitution, which must be approved at an election of the

qualified electors of the members. The revenue notes shall not constitute a general obligation of any of the members ~~Counties~~counties, the State of Florida or any public agency thereof, or a lien upon any property owned by or situated within the territorial limits of any of the members, the State of Florida or any public agency thereof. The holders of the revenue note shall not have the right to require or compel any exercise of the taxing power of any of the members to pay principal of, redemption premium, if any, and interest on the revenue notes or to make any other payments provided for in connection therewith.

2. Debts, liabilities and obligations authorized by the signatories to this agreement, specifically include, but are not limited to, the undertaking of debt up to \$2,200,000 for the purpose of acquiring real and personal property for ~~COUNCIL~~Council offices.

- (p) To dispose of any property acquired through the execution of interlocal agreement under Section 163.01, Florida Statute.
- (q) To accept gifts, grants, assistance, funds, or bequests.
- (r) To conduct studies of the ~~region's~~Region's resources.
- (s) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.
- (t) To select and appoint such advisory bodies as the ~~COUNCIL~~Council may find appropriate for the conduct of its activities.
- (u) To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which the council finds feasible to perform.
- (v) To provide technical assistance to local governments on growth management matters.
- (w) To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of the ~~strategie~~Strategic regional Regional ~~policy~~Policy planPlan, with the entities to be coordinated determined by

the topics addressed in the ~~strategic~~ Strategic regional ~~Regional~~ policy ~~Policy~~ plan Plan.

- (x) To coordinate land development and transportation policies in a manner that fosters regionwide transportation systems.
- (y) To review plans of independent transportation authorities and metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government plans.
- (z) To use personnel, consultants, or technical or professional assistants of the ~~council~~ Council to help local governments within the geographic area covered by the ~~council~~ Council conduct economic development activities.
- (aa) To provide consulting services to a private developer or landowner for a project, if not serving in a review capacity in the future, except that statutorily mandated services may be provided by the ~~regional~~ Regional ~~planning council~~ Council regardless of its review role.

9. ~~By-Laws / Rules of Procedure~~

Pursuant to Section 8(b) of this Interlocal Agreement, the Council shall prepare and adopt By-Laws for the regulation of its affairs and the conduct of its business within six months of the adoption of the Sixth Amendment and Restated Interlocal Agreement Creating the Northeast Florida Regional Council. The Council is also authorized to adopt other Rules of Procedure it deems necessary and pertinent for carrying out its duties and responsibilities.

9.10. ~~Immunity~~

All of the privileges and immunities from liability and exemptions from laws, ordinance and rules which apply to the activity of the officials, officers, agents or employees of the members shall apply to the officials, officers, agents of employees of the Council when performing their respective functions and duties under the provisions of this Agreement.

10.11. ~~Limited Liability~~

No member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Council, the representatives of any other agents, employees, officers or officials of the Council to have any authority or power to otherwise obligate the members in any manner.

~~11.~~12. Severability.

If any provision of this agreement or the application of such provisions to any person or circumstance shall be invalid, such invalidity shall not affect other provisions or applications of this agreement which can be given effect without invalid provisions or applications, and to this end the provisions of this agreement are declared severable.

~~12.~~13. Signatories.

It is expressly understood that the terms and conditions of this agreement shall be effective between and among those parties signatory hereto; and that the validity, force and effect to their agreement shall not be affected by one or more of the parties named herein not joining in this agreement any other provisions of this agreement to the contrary notwithstanding.

IN THE WITNESS WHEREOF, the parties have officially adopted and caused this amended and restated agreement to be executed and their signature to be affixed by their respective Chairman ~~of~~ ~~or~~ ~~chief~~ Chief ~~elected~~ ~~Elected~~ ~~official~~ Official as of the day and year first above written.

Execution of parties follows on next page.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISIONERS

Chairman

Execution of additional parties follows on next page.

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

Execution of additional parties follows on next page.

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Council

Attest:

City of Jacksonville
Corporation Secretary

Execution of additional parties follows on next page.

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISIONERS

Chairman

Execution of additional parties follows on next page.

NASSAU COUNTY, FLORIDA
BY IT'S BOARD OF COUNTY COMMISIONERS

Chairman

Execution of additional parties follows on next page.

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISIONERS

Chairman

Execution of additional parties follows on next page.

ST JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISIONERS

Chairman

Agenda

Item

Tab 7

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Tab 7

BYLAWS OF THE NORTHEAST FLORIDA REGIONAL COUNCIL

Article I – Organization, Name and Area of Jurisdiction

Section 1: Organization – Pursuant to the Sixth Amended and Restated Interlocal Agreement Creating the Northeast Florida Regional Council (attached hereto and made a part hereof) as provided for in Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969”, the Northeast Florida Regional Council was created on February 14, 1977.

Section 2: Name – The name of this organization shall be the Northeast Florida Regional Council (NEFRC).

Section 3: Area of Jurisdiction – The NEFRC’s geographic area of jurisdiction is Northeast Florida, including Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns Counties and their several incorporated municipalities.

Article II – Mission and Purpose

Section 1: Mission – The purpose of the NEFRC is to be a dynamic network of local governance, providing visionary leadership, advocacy, and coordination between counties and local, state and federal governmental agencies to preserve and enhance the quality of Northeast Florida’s economic, natural, built and social environment by: actively serving as a convener of regional issues; fostering public awareness of diverse regional issues; identifying trends, issues and opportunities for the region; building consensus for Regional solutions through coordination and cooperation; providing a regionally focused forum for comprehensive and functional planning; furnishing technical and administrative assistance to local governments and other stakeholders; and maintaining expertise among staff and pursuing technologies that support the successful implementation of its mission.

Section 2: Purpose

- a. To provide its local governments with a means of exercising the rights, duties and powers of a regional planning agency as primarily defined in Sections 186.501-186.515, Florida Statutes, and the Sixth Amended and Restated Interlocal Agreement Creating the Northeast Florida Regional Council.
- b. To meet the individual and collective needs of its counties, municipalities, dependent and independent special districts, and other stakeholders at the local, state and federal levels.

Article III – Membership and Term of Office

Section 1: Membership shall be established according to the Sixth Amended and Restated Interlocal Agreement Creating the Northeast Florida Regional Council (Sixth ILA), which is attached hereto.

Section 2: Notwithstanding the provisions for establishing the membership in the Sixth ILA, those members serving at the time of adoption of the Sixth ILA, who were appointed using previous appointing methodologies which are no longer supported in the Sixth ILA, shall continue to serve until either replaced by their appointing authority or until they chose to resign.

Section 3: The basic term of office for appointed representatives of the NEFRC shall be set by the respective appointing authority. All representatives shall serve until a replacement is appointed by the appropriate appointing authority or until written resignation is received by the NEFRC.

Article IV – Voting

Voting procedures are established in the Sixth ILA, which is attached hereto.

Article V – Board of Directors

Section 1: Board Members – The NEFRC shall be governed by a Board of Directors, the composition of which is contained in the Sixth ILA, which is attached hereto.

Section 2: Absences – Board Members should make every effort to attend Board Meetings. Should any Board Member have 2 (or more) unexcused absences during their term of office, the Board may request removal and replacement of said Board Member by the appropriate appointing authority. An unexcused absence is recorded for any absence occurring without prior notice to the NEFRC.

Article VI – Elections and Officers

Section 1: Nominations – The Personnel, Budget and Finance Policy Committee (PBFP Committee) shall serve as the Nominating Committee. The PBFP Committee shall nominate a slate of officers in a timely manner so the NEFRC may conduct an election so the terms of officers may commence with their installation at the October meeting.

Section 2: Officers – Officers of RCI shall consist of a President, a First Vice-President, a Second Vice-President and a Secretary/Treasurer. Functions and duties of the officers are further outlined in the Sixth ILA, which is attached hereto.

Section 3: Term of Office – Officers terms begin during the October meeting upon installation and conclude at the following October meeting with the installation of new officers.

Section 4: Vacancies

- a. President – A vacancy shall be filled by the First-Vice-President for the un-expired term of office.
- b. First Vice-President – A vacancy shall be filled by the Second-Vice-President for the un-expired term of office.

- c. Second Vice-President – A vacancy shall be filled for the un-expired term of office by nomination from the Nominating Committee and election by the Board of Directors if the vacancy occurs within the first six months of the fiscal year, otherwise the position shall remain vacant until the next regular election cycle
- d. Secretary/Treasurer – A vacancy shall be appointed by the President for the un-expired term of office.

Article VII – Meetings

Section 1: Regular Meetings – Regular meetings of the membership shall be held at such dates, times and places as determined by the NEFRC.

- a. Annual Meeting - The Annual Meeting shall be for the purpose of installation of Officers and for any other business that may arise.
- b. Board Meetings – Board Meetings shall be held every other month beginning with the October Annual Meeting or as needed. The President may cancel Board meetings when it is in the NEFRC's best interest to do so.
- c. Executive Committee Meetings – Executive Committee meetings shall be held every other month beginning with the November meeting. President may cancel Board meetings when it is in the NEFRC's best interest to do so.
- d. Committee Meetings – Committee meetings shall be held at the call of the Committee's Chair or Board President. The Committee Chair or the President may cancel Board meetings when it is in the NEFRC's best interest to do so.
- e. Special Meetings – Special meetings shall be called by the President either at his/her discretion or when she/he is requested by at least three (3) appointed representatives, none of which may be from the same member government County; provided adequate notice shall be given to all appointed representatives stating the date, hour and place of the meeting and the purpose for which such meeting is called, and no other business shall be transacted at that meeting.
- f. The place and time of each meeting shall be determined by the membership prior to the adjournment of the previous meeting. In the absence of such determination, the time and place of the meeting(s) shall be determined by the President.
- g. Quorum - The quorum for any Board, Executive Committee or Committee meeting shall be 40% of the roster.
- h. Meeting Rules - The rules contained in the latest revision of Robert's Rules of Order shall govern meetings in all cases to which they are

applicable, and in which they are consistent with the Sixth ILA, these Bylaws and/or other special rules.

- i. Bylaws - The Bylaws of this organization shall be available from the Secretary/Treasurer for inspection during every meeting.
- j. Public Comment - To assure members of the public are given a reasonable opportunity to be heard on a proposition before the Board, the Executive Committee, or Committee of the Board, the NEFRC shall:
 - 1. Maintain a specific item on agendas for the opportunity for general public comment.
 - 2. The presiding officer shall announce at the beginning of the meeting that the public is welcome and encouraged to speak on any item to be brought before the assembly, and shall direct any potential speakers to fill out a "speaker card" located at the sign-in table.
 - 3. For items requiring Board/Executive Committee/Committee action that are not on the agenda, the presiding officer shall ask for public comment prior to a vote being taken.
 - 4. Speakers will generally be limited to three minutes, which can be extended at the discretion of the presiding officer.
 - 5. At the discretion of the presiding officer, public comment can be considered at any time during the meeting.
- k. All meetings of the Board, Executive Committee and Committees shall be open to the public.
- l. The Secretary-Treasurer or his/her designee shall keep minutes of each Board, Executive Committee and Committee meeting and distribute a copy thereof to each member government County subsequent to their approval.

Article VIII – Fiscal Year and Finance

Section 1: Fiscal Year

The NEFRC operating and fiscal year shall be October 1 through September 30.

Section 2: Finances

- a. On or before July 15 of each year, the NEFRC shall adopt an annual budget and work plan and certify a copy thereof to the Clerk or authorized recipient of the governing body of each member County. Each member County shall contribute such proportionate cash amounts as determined by the NEFRC, and approved by its governing body.
- b. Contributions for each fiscal year shall be payable in four equal installments.

- c. Each member County who does not remit the contribution amounts in accordance with Subsection c. above shall lose all voting privileges until payment is made.

Article IX – Committees

Section 1: Appointments – The President shall appoint committee members and respective chairs as deemed necessary.

Section 2: Standing Committees – The following shall be standing Committees of the NEFRC:

- a. Executive Committee –
- b. Personnel, Budget and Finance Policy Committee –
- c. Legislative Policy Committee –
- d. Awards Committee -

Section 3: Ad-Hoc Committees – The President may from time to time appoint Ad-Hoc Committees.

Article X – Staff

Section 1: Chief Executive Officer

Section 2: Other Staff

Article XI – Dissolution

The manner for dissolution of the NEFRC is contained in the Sixth ILA, which is attached hereto.

Article XII – Amendment to Bylaws

Any of these Bylaws may be amended, altered, repealed or added to, and new Bylaws may be made, by the affirmative votes of two-thirds (2/3) of the Board present and constituting a quorum, at any given meeting of the Board of Directors. The proposed change shall be provided to the Board in writing, or via electronic transmission, seven (7) days prior to proposed action.

Article XIII – Technical Assistance

In addition to all of the tangible and intangible benefits of membership enjoyed by member Counties, the following shall apply:

Section 1: Members in Good Standing - By being a member in good standing each member County, in addition to the benefits inherent in membership, shall:

- a. Be provided access to one hour of free technical assistance to the member county or its municipalities for every \$1,000 of dues paid by the member County.
- b. Be provided access to two hours of discounted technical assistance to the member county or its municipalities for every \$1,000 of dues paid by the member County.
- c. Be provided free grant writing services for one grant application to the member county or its municipalities.
- d. Be provided one free workshop on Robert's Rules of Order, Government in the Sunshine, Public Records, Ethics or other topic to the member county or its municipalities.

Section 2: Members not in Good Standing – By not being a member in good standing each member County, in addition to losing the benefits inherent in membership, shall:

- a. Be provided access to technical assistance to the member County or its municipalities at a rate of 150 percent of actual costs.
- b. Not be included in any publication, initiative, recognition or other activity that is solely in the control of the Council unless otherwise compensated for as provided in Article XX, Section 1(b)1.

Things left to be included in By-Laws, these come mainly from "standing rules previously adopted by the Board.

Delegation of Authority to the President
Executive Committee make up
Continuity of Executive Management
Attendance Policy
Ex-Officio membership by officers