

PROPOSED AMENDED

INTERLOCAL AGREEMENT CREATING THE
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

THIS AMENDED AGREEMENT, made and entered into this 1st day of June 1975, with subsequent amendments to become effective the 1st day of December 1980, the 1st day of October 1984, ~~and~~ the 1st day of March 1990, **and the 1st day of January 2016** pursuant to the authority of Section 163.01, Florida Statutes, **as amended,** by and between the units of **general purpose** local government passing resolutions to that effect, all of which being located within the ~~3rd Comprehensive Planning District as defined by Rule 22E-1.01 of the Administrative Regulations of the State of Florida,~~ **North Central Florida Regional Planning Council district as defined in Chapter 186, Florida Statutes, as amended, or as revised pursuant to an executive order issued by the Governor of the State of Florida** said ~~District~~ **district** currently being the geographic area including the Counties of Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, **Levy,** Madison, **Marion,** Suwannee, Taylor and Union, hereinafter referred to as the ~~North Central Florida Region or~~ Region.

WITNESSETH:

WHEREAS, the parties hereto desire to make the most efficient use of their powers to cooperate for mutual advantages to provide services and facilities in an effort to optimize the employment of human, economic and natural resources in an effort to optimize economic, natural resources, social, land use, transportation and public safety development and by qualifying under and accepting the powers, duties and responsibilities provided by Chapter 186, Florida Statutes; and

WHEREAS, Section 163.01(4), Florida Statutes provides "a public agency of the State of Florida may exercise jointly with another public agency of the State, or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the parties signatory hereto do hereby establish the North Central Florida Regional Planning Council, hereinafter referred to as the Council, a separate legal entity, and do further agree, as follows:

1. Purpose: The purpose of this Amended **Interlocal** Agreement is:
 - a. To provide a means of exercising the rights, duties and powers of a regional planning agency set forth by Chapters ~~23,~~ 163, 186 and 380, Florida Statutes **as amended, including as well as** those functions enumerated in other applicable ~~Florida,~~ federal, **state** and local laws;
 - b. To serve as regional coordinator for the Region;
 - c. To exchange, interchange and review various programs of the individual members **units of general purpose local government, herein after referred to as member units,** which have a relationship to regional problems;
 - d. To promote communication between the members **units** for the conservation and compatible development of the member counties **and member municipalities;** and
 - e. To cooperate with federal, state, local and non-governmental agencies to accomplish these objectives.
2. Effective Date, Duration, Termination, and Withdrawal:

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a. The member units of the Council will include those units of local general purpose **local** government as may agree into this Amended Interlocal Agreement by resolution, provided such units of **general purpose** local government (a) are located within the Region: and (b) meet the requirements set forth in Section 3 herein. Officers shall be elected and bylaws adopted and the Council shall be deemed to be in effect at that time. The organizational meeting shall be convened by the Chairman of the existing North Central Florida Regional Planning Council as established under Chapter 160, Florida Statutes, and notice of the time and place thereof shall be given the chief elected official of the **member** units of local government signatory hereto in writing by regular mail postmarked at least ten (10) days prior to the date set for said organizational meeting.

b. This **Amended Interlocal Agreement** shall be effective for an initial term of one (1) year from the effective date hereof, and shall continue thereafter from year to year without the necessity of a formal renewal by any party hereto, unless terminated as hereinafter provided.

c. Amendments to this Amended **Interlocal Agreement** shall be made effective by an affirmative vote of not less than three-fourths (3/4) of the governing bodies of the member units.

d. Any **member unit** party hereto may withdraw its membership, **except as provided by Chapter 186, Florida Statutes, as amended,** by resolution duly adopted by its governing body, and upon giving ninety (90) days written notice of withdrawal to the Chairman of the governing body of each other **principal** member unit. Contractual obligations of the withdrawing member **unit** shall continue until such obligation has been satisfactorily terminated. All property, real or personal, of the Council on the effective date of withdrawal shall remain the property of the Council and the withdrawing **principal** member unit shall have no right thereto.

e. In the event there is a complete termination of ~~the agreement~~ **this Amended Interlocal Agreement** which would involve the disposition of the property of the Council, such property shall be liquidated and each current member unit holding membership at the time of termination shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of the **principal** member unit bore to total **membership dues assessment** contributions made by all member units from the time of the creation of the Council; provided, however, the preceding provisions notwithstanding, that in the event a member **unit** withdraws as a member **unit** of the Council and subsequently rejoins at a later date, said withdrawing member **unit** shall be eligible to share in the proceeds of liquidation of property only to the extent of its proportionate share of ~~contributions~~ **membership dues assessments** made since the date it last became a member **unit** of the Council.

f. In case of a complete termination of this **Amended Interlocal Agreement**, the non-federal matching contribution to any approved federal grant shall be firm. The project shall be completed and the required reports and accounting shall be completed.

g. This **Amended Interlocal Agreement** may be terminated at any time by resolution duly adopted by the governing body of each and every member unit.

3. Membership, Representation, and Voting: All units of general purpose local governments within the Region may become members-**units** of the Council with allotted representation as provided in Paragraph 3.a.(1) and 3.a. (2) and other representatives may be appointed by the appropriate member units as provided in Paragraph 3.a. (3). The Governor of the State of Florida as required by Chapter 186, Florida Statutes, may also appoint representatives as provided in Paragraph 3.a. (4).

a. Type of Membership and Representation

(1) Counties - Each member county within the Region shall have representation, as follows:

a) One representative for the first ~~37,499~~ **99,999** population, provided that each member county shall have at least one (1) such representative; **and**

b) ~~two~~ **three** representatives for a total population of ~~37,500 to 62,499;~~ **100,000 or more.**

~~c) three representatives for a total population of 62,500 to 87,499;~~

~~d) four representatives for a total population of 87,500 to 112,499;~~

~~e) five representatives for a total population of 112,500 to 137,499;~~

~~f) six representatives for a total of 137,500 to 162,499;~~

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- ~~g) seven representatives for a total population of 162,500 to 187,499;~~
- ~~h) eight representatives for a total population of 187,500 to 212,499;~~
- ~~i) nine representatives for a total population of 212,500 to 237,499; and~~
- ~~j) ten representatives for a total population of 237,500 to 262,499.~~

Population shall be determined as stated in Paragraph 4.d. below, and any population represented by a member municipality, shall be deducted, for purposes of computing representation, from the total population represented by the county within which said municipality is located.

(2) Municipalities - Any municipality within the Region may become a member of the Council. Municipal representation on the Council shall be determined, as follows:

- a) One representative for the first ~~37,499~~ 99,999 population, provided that each member municipality shall have at least one (1) such representative; **and**
- b) ~~two~~ three representatives for a total population of ~~37,500 to 62,499;~~ 100,000 or more.
- ~~e) three representatives for a total population of 62,500 to 87,499;~~
- ~~d) four representatives for a total of 87,500 to 112,499; and~~
- ~~e) five representative for a total population of 112,500 to 137,499.~~

(3) Additional Representatives - In order ~~to insure adequate representation of the Region's minority population, and also~~ to maintain the proper proportion of local elected officials, the Council shall request selected member units ~~of local government~~ to appoint additional representatives as appropriate, providing:

~~a) That the number of Additional Representatives shall not consist of more than twenty-five (25) percent of the total number of representatives on the Council including those allotted to member units by Paragraphs 3.a.(1), 3.a.(2), and 3.a.(4) (3), and the Additional Representative;~~

~~b) a) That such Additional Representative is intended to increase the representation of the appointing member unit and will not be a substitution or replacement for the member's allocated representation of the member unit;~~

~~e) b) That the member units requested to appoint such Additional Representatives, if they choose to comply with such request, select the Additional Representative pursuant to **procedures developed requirements specified** by the Council; and~~

~~d) c) That member units may appoint Additional Representatives only if requested to do so by the Council and that the Council shall make such periodic requests in such manner as to **insure ensure** broad representation throughout the Region, with consideration being given to proper representation (1) from both counties and cities, **and** (2) from rural as well as urban areas, **and (3) according to minority population distribution when the request is to appoint an additional Minority Representative.**~~

(4) As provided within and in accordance with Chapter 186, Florida Statutes, as amended, the Governor of the State of Florida shall appoint representatives to the Council equaling one-half (1/2) of the total representatives appointed by the member units counties and municipalities or one-third (1/3) of the total number of representatives on the Council.

b. Term of Representatives and Representation Composition

(1) Terms - Terms of representatives allotted by Paragraphs 3.a.(1), 3.a.(2), 3.a.(3) and 3.a.(4) shall be as determined by each appointing member unit county, member municipality and the Governor, respectively, with such determination being stipulated to the Council in writing at the time of initial appointments and at such times as such determinations are amended.

(2) Composition - At least two-thirds (2/3) of the representatives serving on the Council shall be local elected officials ~~elected to serve~~ servicing on the governing body of member units of general purpose local government ~~or other county elected officials~~ chosen by the said governing bodies or the Governor. ~~The Council shall adopt rules to insure the maintenance of this composition.~~

c. Voting

Each representative shall have one (1) vote on matters considered by the Council.

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4. Finances:

a. On or before **June July** 1st of each year, the Council shall ~~adopt a budget and certify a copy thereof to establish the member unit dues assessment for the subsequent fiscal year and shall notify the chief administrative officer of the governing body of the member units~~ **of such member unit dues assessment.** Each member unit shall include in its annual budget an amount sufficient ~~to fund the proportionate share of each member unit of~~ **to pay such member unit dues assessment** ~~the Council budget.~~

b. The fiscal year of the Council shall commence on the first day of October and end on the last day of September in each year. **On or before September 30th of each year, the Council shall adopt a budget for the subsequent fiscal year.**

c. The Council shall have the right to receive and accept in furtherance of its functions, funds grants and services from federal, state and local governments or their agencies and from private and community sources, and to expend therefrom such sums of money as shall be deemed necessary from time to time for attainment of its objectives.

d. ~~The proportionate share of the general budget of the Council shall be an amount which bears the same ratio to the total budget as the population of each member unit bears to the total population of all member units, such~~ **Any member unit dues assessment based upon a per capita formula shall use the** population being determined annually by the ~~Department of Administration Florida Office of Economic Demographic Research or its successor agency~~ pursuant to ~~Section 23.019 Chapter 186, Florida Statutes, as amended,~~ for the year preceding **the member unit annual dues assessment;** each budget determination; provided, however, that the minimum ~~contribution member unit dues assessment~~ due from any member unit shall be \$750, ~~and further provided, that said membership fee shall be reduced by one (1) percent of funds expended by a member for local planning activities during the preceding fiscal year, but such reduction shall not reduce the total fee to an amount which is less than \$20,000.00.~~ Any cost incurred by the Council in providing special services to member units shall be the sole responsibility of the member unit receiving such services.

5. Powers: The Council shall have all powers granted by law, including but not limited to the powers granted by Chapters ~~23,~~ 163, 186 ~~and~~ 380, Florida Statutes **as amended,** as ~~now existing or as, from time to time,~~ amended; and furthermore, shall have the specific powers:

a. To adopt ~~rules of procedure and~~ bylaws, **for** the regulation **of** its affairs and the conduct **of its business and to elect from among its members a chair to serve annually; however such chair may be subject to reelection; including the ability to establish minimum requirements for attendance at Council meetings by member representatives and representatives appointed by the Governor;**

b. To adopt an official **name and** seal;

c. ~~Because of the concentrations of planning activities in areas with high population density~~ **To maintain an** office(s) in ~~those~~ an urban center(s) designated as ~~standard~~ metropolitan statistical area(s) by the United States Office of Management and Budget;

d. To employ and compensate ~~staff members and~~ **such personnel,** consultants, ~~including an executive director,~~ and **technical and professional assistants as it** ~~others such as planning specialists clerical personnel, attorneys, engineers, as the Council~~ deems necessary **to exercise the powers and perform the duties set forth in this Amended Interlocal Agreement. and desirable for the performance of its duties and exercise of its rights and powers.** Compensation to staff members shall be consistent with that which is provided in pay plans adopted by **general purpose** local governmental units in the vicinity of Council's offices having similar positions;

e. ~~To utilize staff members employed by member units as agreed by the member units and determined by the Council to be desirable to solve regional and local problems and establish Council policies;~~ **To accept gifts, grants, assistance, funds or bequests;**

f. To hold public hearings and sponsor public forums **in any part of the Region** whenever ~~the Council deemed~~ **deems it** necessary or useful in the execution of ~~the its~~ other functions ~~of the Council;~~

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g. To acquire, own, **hold in custody** operate, maintain, lease ~~and or~~ sell real or personal property and hold title thereto in the name of the Council;

h. ~~To fix and determine by resolution rules and regulations relating to advertisement for bids, manner of bidding and a maximum amount, below which same will not be required~~ **To dispose of any property acquired through the execution of an interlocal agreement under Section 163.01 Florida Statutes, as amended;**

i. To sue and be sued, ~~implead and be impleaded, complain and defend in all courts~~ **in its own name;**

j. ~~To accept and receive in furtherance of its functions, receive and accept from any federal or state agency grants, funds, grants and services from the federal government or its agencies, for or in aid of the purposes of the Council~~ from departments, agencies and instrumentalities of municipal or local government, ~~as or~~ from private or civic sources;

k. To receive and expend such sums of money as shall be, from time to time, appropriated ~~of for~~ its use by any member unit ~~of government~~ **when approved by the Council and act as an agency to receive and expand federal funds for planning;**

l. To make and enter into all contracts and agreements, ~~and do and perform all acts deeds~~ necessary and incidental to the performance of its duties and the ~~exercise~~ **execution** of its powers **under this Amended Interlocal Agreement;**

m. To incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the parties of this **Amended Interlocal Agreement agreement;**

n. To act in advisory capacity to ~~the its~~ constituent local governments in regional, metropolitan, county and municipal planning matters;

o. To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for ~~disaster preparedness~~ **emergency management;**

p. To fix and collect membership dues, rents, or fees where appropriate;

q. To conduct studies of the ~~Region's~~ resources **of the Region;**

r. To participate with other governmental agencies, educational institutions and private organizations in the coordination or conduct of its activities; ~~and~~

s. 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;

t. To select and appoint such advisory bodies as the Council may find appropriate for the conduct of its activities;

u. To provide technical assistance to local governments on growth management matters;

v. To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of its regional plan, with the entities to be coordinated determined by the topics addressed in its regional plan;

w. To coordinate land development and transportation policies in a manner that fosters regionwide transportation systems;

x. To use personnel, consultants, or technical or professional assistants of the Council to help local governments within the geographic area covered by the Council conduct economic development activities; and

y. To provide consulting services to a private developer or landowner for a project, if not provided in a review capacity in the future, except that statutorily mandated services may be provided by the Council regardless of its review role.

6. Amendments: It is expressly understood that the terms and conditions of this Amended **Interlocal** Agreement shall be effective between and among all members of the Council; and that the validity, force and effect of ~~the this~~ Amended **Interlocal** Agreement shall not be affected by one (1) or more of the parties named hereinbefore; not approving this Amended **Interlocal** Agreement, so long as not less than three-quarters (3/4) of the governing bodies of the member units have affirmatively voted to approve and executed this Amended **Interlocal** Agreement.

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IN WITNESS WHEREOF, the parties have caused this Amended Interlocal Agreement to be executed and their signatures to be affixed on the day and year first above written.

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

County Clerk BY: _____
Chair

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

County Clerk BY: _____
Chair

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

County Clerk BY: _____
Chair

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF DIXIE COUNTY, FLORIDA

County Clerk BY: _____
Chair

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF GILCHRIST COUNTY, FLORIDA

County Clerk BY: _____
Chair

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, FLORIDA

County Clerk BY: _____
Chair

ATTEST: BOARD OF COUNTY COMMISSIONERS
OF LAFAYETTE COUNTY, FLORIDA

County Clerk BY: _____
Chair

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, FLORIDA

County Clerk

BY: _____
Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

County Clerk

BY: _____
Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

County Clerk

BY: _____
Chair

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, FLORIDA

County Clerk

BY: _____
Chair

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

City Manager

BY: _____
Mayor

ATTEST:

CITY COMMISSION OF THE
CITY OF ARCHER, FLORIDA

City Manager/Clerk

BY: _____
Mayor

ATTEST:

CITY COMMISSION OF THE
CITY OF GAINESVILLE, FLORIDA

City Clerk

BY: _____
Mayor

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ATTEST:

CITY COMMISSION OF THE
CITY OF HAWTHORNE, FLORIDA

City Manager

BY: _____
Mayor

ATTEST:

CITY COMMISSION OF THE
CITY OF HIGH SPRINGS, FLORIDA

City Clerk

BY: _____
Mayor

ATTEST:

CITY COMMISSION OF THE
CITY OF NEWBERRY, FLORIDA

City Clerk

BY: _____
Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF WALDO, FLORIDA

City Manager

BY: _____
Mayor

ATTEST:

CITY COMMISSION OF THE
CITY OF STARKE, FLORIDA

City Clerk

BY: _____
Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

City Clerk

BY: _____
Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF JASPER, FLORIDA

City Clerk

BY: _____
Mayor

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ATTEST:

CITY COMMISSION OF THE
CITY OF MADISON, FLORIDA

City Clerk

BY: _____
Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF LIVE OAK, FLORIDA

City Clerk

BY: _____
Mayor

ATTEST:

CITY COUNCIL OF THE
CITY OF PERRY, FLORIDA

City Manager

BY: _____
Mayor