



Kurvin Qualls, Chair  
 Kasey Cuchens, Vice-Chair  
 Austin L. Mount, Executive Director

**West Florida Regional Planning Council Meeting Agenda**

**PLEASE MAKE NOTE OF THE MEETING LOCATION!!**  
**Okaloosa County Administration Building, 1250 N. Eglin Parkway, Shalimar, Florida**

**Monday, July 18, 2016 at 3:30 p.m.**

*There will be an Executive Committee meeting to convene at 3:00 p.m. at the same location.*

1. Call to Order – Mayor Kurvin Qualls, Chair
2. Pledge of Allegiance
3. Roll Call and Recognition of Call In Members - Mayor Kurvin Qualls, Chair
4. Approval of the June 2016 Meeting Minutes.....1
5. Executive Committee Report - Mayor Kurvin Qualls, Chair
6. Eglin Air Force Base Community Planning Overview - Jeff Fanto, Community Planner, Eglin Air Force Base
7. WFRPC Audit Report – Dawn Schwartz, Finance Director.....2
8. Department of Economic Opportunity Planning Technical Assistance Grants - Kate Daniel, Community and Economic Development Manager.....3
9. Revised Rules of the West Florida Regional Planning Council – Austin Mount, WFRPC Executive Director .....4
10. WFRPC Brownfields Program – Kate Daniel, Community and Economic Development Manager.....5
11. Appointment to Florida Regional Councils Association (FRCA) Policy Board – Austin Mount, Executive Director.....6
12. WFRPC at a Glance – Austin Mount, Executive Director

- 13. Executive Director Briefing – Austin Mount, Executive Director**
  - a. Executive Director Report**
  - b. Monthly Highlights Newsletter**
  
- 14. Comments**
  - a. Council Members**
  - b. Ex Officio Members**
  - c. Council Chair**
  - d. Public**

The call in number for those unable to attend is **800-747-5150**, 7 digit Access code: **3327976**.

*Next Meeting Tentatively Scheduled for: August 15, 2016*

**1**



Members Present: Mayor Kurvin Qualls, Town of Jay (Vice-Chairman)  
Councilman Jim Foreman, City of Destin  
Councilwoman Kasey Cuchens, City of Freeport  
Commissioner Nathan Boyles, Okaloosa County  
Councilman M.G. Moran, City of Fort Walton Beach  
J.D. Smith, Governor Appointee (via call in)  
Mayor David Cadle, Crestview  
Virgie Bowen, FDOT (Ex-officio)  
Commissioner Wilson Robertson, Escambia County  
Councilman Hector Solis, Panama City Beach

Others Present: Linda Little, FDOT  
Kate Daniel, WFRPC Staff  
Dawn Schwartz, WFRPC Staff  
Austin Mount, WFRPC Staff  
Mary Beth Washnock, WFRPC Staff  
Gina Watson, WFRPC Staff

**Agenda Item I: Call to Order & Pledge of Allegiance**

Vice-Chairman Qualls called the meeting to order. The pledge of allegiance was recited.

**Agenda Item II: Telephone Roll Call**

J.D. Smith participated via call-in.

**Agenda Item III: Consent Agenda**

- a. Approval of the April 2016 Meeting Minutes
- b. Approval of February, March and April 2016 Financial Statements
- c. Holmes/Washington Transportation Disadvantaged Board Membership

The consent items were voted on as individual items.

*Councilwoman Kuchens moved to approve the April meeting minutes. Councilman Moran seconded the motion and it was unanimously approved.*

*Councilwoman Kuchens moved to approve the February – April 2016 financial statements. The motion was seconded by Commissioner Robertson and it was unanimously approved.*

Ms. Daniel provided a brief explanation of Consent Agenda Item c.

*Commissioner Robertson moved to approve the Holmes/Washington Transportation Board membership. The motion was seconded by Councilman Moran and it was unanimously approved.*

**Agenda Item IV: Executive Committee Report**

Vice-Chairman Qualls said the Executive Committee met briefly and discussed part of the agenda for this meeting.

**Agenda Item V: WFRPC Audit Report**

Vice-Chairman Qualls called on Ms. Schwartz. Ms. Schwartz said the audit was not complete in time for today's meeting. She distributed a draft of the document to the board members and said the final will be on the July agenda, pending information from the attorney.

**Agenda Item VI: Holmes County State Housing Initiatives Partnership (SHIP) Agreement**

Vice-Chairman Qualls called on Ms. Daniel. Ms. Daniel explained that this contract would allow staff to help qualified homeowners with housing assistance. The contract is for three years in the amount of \$28,000 per year.

*Commissioner Robertson moved to authorize the WFRPC chairman to sign the agreement between Holmes County and WFRPC to serve as administrator for the Holmes County SHIP Program. The motion was seconded by Councilman Moran and it was unanimously approved.*

**Agenda Item VII: Walton County State Housing Initiatives Partnership (SHIP) Agreement**

Ms. Daniel explained that this contract is different than the one for Holmes County, with Walton County receiving a higher allocation. She explained that the fee for this contract is slightly higher based on that allocation and that the estimate for the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract may be a little low.

Commissioner Robinson asked if the 2<sup>nd</sup> and 3<sup>rd</sup> year amounts in the contract are binding. Ms. Daniel explained that the WFRPC will get 80% of whatever the allocation is, so if it is higher the amount the WFRPC receives from the state will automatically increase, with Walton County getting the other 20%.

*Councilman Foreman moved to authorize the WFRPC chairman to sign the agreement between Walton County and WFRPC to serve as administrator for the Walton County SHIP Program. The motion was seconded by Councilwoman Kuchens and it was unanimously approved.*

**Agenda Item VIII: Amendment to the Agreement for Professional Staff Services by and between the WFRPC and Okaloosa County for the Okaloosa Transit Cooperative**

Vice-Chairman Qualls called on Ms. Washnock. Ms. Washnock presented on behalf of Vikki Garrett who had another engagement. She briefly explained that the requested amendment to the agreement would clarify the payment schedule for services provided and would allow invoices provided over the past months to be paid.

*Councilwoman Kuchens moved to authorize the chairman to sign Resolution 2016-04 and the amendment to the agreement for professional staff services by and between the West Florida Regional Planning Council and Okaloosa County for the Okaloosa Transit Cooperative. The motion was seconded by Commissioner Boyles and it was unanimously approved.*

**Agenda Item IX: Revised Rules of the West Florida Regional Planning Council**

Vice-Chairman Qualls called on Mr. Mount. Mr. Mount said at the last meeting the board asked that legal review be made of the existing rules and brought back to the board. Mr. Mount referred to the copy of his recommended changes along with a copy of comments received from Gary Huston, the WFRPC's attorney, both of which were included in the agenda.

Mr. Mount reviewed comments received from Mr. Huston and then explained his own revisions.

In reference to one of Mr. Mount's revisions that would allow the WFRPC to put existing funds into interest-bearing accounts, Commissioner Robertson recommended that no more than \$250,000 be held in any one bank, as this is the maximum amount insured by the FDIC. Ms. Schwartz explained that government agencies are exempt from the \$250,000 threshold. Public agencies have a higher level of protection than individuals, so this should not be an issue.

Mr. Mount concluded his review of the recommended changes and said if there were no further recommendations or requests from the board he would prepare a final version for board approval at the next meeting.

**Agenda Item X: Election of Chairman and Vice Chairman to Serve Through September 30, 2016**

Vice-Chairman Qualls called on Mr. Mount. Mr. Mount reminded the board that Thomas Abbott did not run for re-election as Mayor of Callaway and as such cannot remain on the WFRPC board at this time. He asked that the board fill the existing vacancy of chairman. Commissioner Robertson asked if the Executive Committee had a recommendation. Vice-Chairman Qualls said it was discussed that he would move up to Chairman. Commissioner Robertson agreed and suggested that Councilwoman Kuchens serve as Vice-Chairman. There was general agreement.

*Commissioner Robertson moved to elect Mayor Kurvin Qualls to serve as WFRPC Chairman and Councilwoman Kasey Cuchens to serve as Vice-Chairman through September 30, 2016. The motion was seconded by Commissioner Boyles and it was unanimously approved.*

**Agenda Item XI: Executive Director Briefing**

Mr. Mount said staff is trying to get out as much as possible to present to the local governments and other agencies. He said there is a Comprehensive Economic Development Strategy (CEDS) update starting in a couple of months. On July 19 there will be a meeting at the City of Destin's Annex where economic development and transportation industry players will meet. He invited all to attend.

There was discussion about where to have future meetings. It was agreed to move the meetings to this location. (Okaloosa County Administration Building)

**Next meeting is scheduled for Monday, July 18, 2016. There being no further business, the meeting was adjourned.**

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Audit to be E-mailed to  
Members Prior to the Meeting

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**Agenda Item Number: 3**

**Meeting date: July 18, 2016**

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**SUBJECT:** Florida Department of Economic Opportunity Community Planning Technical Assistance Grant Awards

**BACKGROUND:** Community Planning Technical Assistance Grants are offered by the Florida Department of Economic Opportunity on an annual basis. This grant program began in 2011 for the purpose of assisting counties and municipalities in developing economic development strategies, meeting the requirements of the Community Planning Act, addressing critical local planning issues, and promoting innovative planning solutions to challenges identified by local government applicants. This year, six projects were selected in the West Florida Regional Planning Council area.

Two communities, the City of Chipley and the City of Freeport, have requested assistance from West Florida Regional Planning Council in completing their proposed projects. The City of Chipley was awarded \$25,000 to develop a Community Redevelopment Plan for the city's CRA area, while the City of Freeport was awarded \$32,000 to develop a Recreation Master Plan. Both projects must be completed by June 15, 2017.

**RECOMMENDED ACTION:** Approval to authorize the WFRPC chairman to sign an agreement with the City of Chipley to develop a Community Redevelopment Plan and the City of Freeport to develop a Recreation Master Plan. Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or [Kate.Daniel@wfrpc.org](mailto:Kate.Daniel@wfrpc.org) if additional information is needed.

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## Scope of Work

**PROJECT DESCRIPTION:** The City of Chipley will engage the services of West Florida Regional Planning Council to develop a new Community Redevelopment Plan. The Community Redevelopment Plan shall include development of goals and objectives and a vision by a steering committee; citizen participation through surveys and public workshops; a review of best practices; identification of funding resources to implement projects; prioritization of redevelopment strategies through a Super Committee Workshop; and a professional final report. The final report will be available to the public on the City of Chipley website (<http://www.cityofchipley.com/>).

**DELIVERABLES:** The specific deliverables, tasks, performance measures, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Performance Measures	Due Date	Payment Amount
<p><b>Deliverable 1: Steering Committee Meetings</b></p> <p>The Chipley City Council will appoint a Steering Committee made up of stakeholders from throughout the CRA area.</p> <p>WFRPC staff will plan, organize, and facilitate a series of three meetings with the Steering Committee to develop goals and objectives, a vision for the CRA, and prioritized redevelopment strategies.</p> <p>The topics for the three meetings will be as follows:</p> <p>Meeting 1: WFRPC will facilitate the Steering Committee developing goals and objectives for the Community Redevelopment Plan, and identification of subareas for CRA visioning.</p> <p>Meeting 2: Utilizing a map of the subareas identified in meeting 1, WFRPC will facilitate the Steering Committee's participation in an exercise to create a vision for each subarea.</p> <p>Meeting 3: Building upon the goals and objectives from meeting 1, the subarea visions in meeting 2, WFRP will facilitate the steering committee in an exercise to create and prioritize draft redevelopment strategies for each subarea of the CRA.</p>	<p>Completion of Steering Committee meetings in conformance with Deliverable 1, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. List of Steering Committee members, appointed by the Chipley City Council;</li> <li>2. Copy of all Steering Committee Meetings public notifications and agendas;</li> <li>3. Copy of sign-in sheets for Steering Committee Meetings;</li> <li>4. Summary report from Steering Committee Meetings to include:               <ol style="list-style-type: none"> <li>a. Summary meeting minutes;</li> <li>b. Copies of PowerPoint presentations (if any used)</li> <li>c. Key outcomes;</li> </ol> </li> <li>5. List of final Goals and Objectives;</li> <li>6. Map of proposed CRA subareas;</li> <li>7. Summary of subarea visioning;</li> <li>8. Draft prioritized list of redevelopment strategies for each subarea.</li> </ol>	<p>January 15, 2017</p>	<p>\$8,000</p>

<p><b>Deliverable 2: Public Survey</b></p> <p>WFRPC staff will create a survey to gather public feedback on the current CRA redevelopment strategies, and recommendations for new strategies. This survey will be distributed throughout the CRA area, in paper copies, in an online version, and WFRPC staff will conduct two surveying activities to encourage public participation.</p> <p>Results of the survey will be tabulated by WFRPC staff.</p>	<p>Completion of Public Survey in conformance with Deliverable 2, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. Copy survey questions;</li> <li>2. Tabulation of results.</li> </ol>	<p>February 15, 2017</p>	<p>\$5,000</p>
<p><b>Deliverable 3: Community Outreach and Citizen Participation</b></p> <p>WFRPC staff will plan, organize, and conduct three community workshops to gather citizen input and comment on the goals and objectives, subarea visioning, and draft redevelopment strategy priorities developed by the Steering Committee.</p> <p>Large maps will be made available for citizens to visualize the proposed CRA subareas. Citizens will be encouraged to comment on the proposed redevelopment strategies.</p>	<p>Completion of three public workshops in conformance with Deliverable 3, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of all public workshop outreach and marketing materials such as public notifications and agendas;</li> <li>2. Copy of sign-in sheets for public workshops;</li> <li>3. Summary report from public workshops to include: <ol style="list-style-type: none"> <li>a. Summary meeting minutes;</li> <li>b. Copies of PowerPoint presentations (if any used)</li> <li>c. Key outcomes; and</li> <li>d. Citizen input.</li> </ol> </li> <li>4. Map of CRA subareas.</li> </ol>	<p>February 15, 2017</p>	<p>\$7,000</p>
<p><b>Deliverable 4: Review of Best Practices</b></p> <p>WFRPC staff will conduct a review of best practices of CRAs recognized as leaders in innovation that have similar attributes as the Chipley CRA.</p> <p>WFRPC staff will identify CRAs that are recognized for their successful redevelopment strategies, review their redevelopment plans, and interview staff members to gather information about the CRAs and their redevelopment strategies.</p>	<p>Completion of review of best practices in accordance with Deliverable 4, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. Electronic copy of the review of best practices.</li> </ol>	<p>April 3, 2017</p>	<p>\$5,000</p>

<p>Deliverable 5: Projected Tax Increment Financing and identification of additional funding resources</p> <p>WFRPC staff will project anticipated funding generated by Tax Increment Financing (TIF) and identify potential additional funding sources to aid in implementation of prioritized projects list.</p>	<p>Completion of the tasks in accordance with Deliverable 5, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. Projected Tax Increment Financing (TIF) for CRA area;</li> <li>2. Matched list of potential additional funding sources to implement the prioritized strategies from federal, state, and local sources.</li> </ol>	<p>April 3, 2017</p>	<p>\$5,000</p>
<p>Deliverable 6: Moderated Super Committee Workshop</p> <p>Following the completion of the steering committee meetings, public survey, community outreach and citizen participation, review of best practices, and TIF projections and identification of additional resources for implementing prioritized project list deliverables, WFRPC will present the results of these activities at a facilitated Super Committee Workshop. This workshop will include the CRA Board, City Council, and Washington County Commission members to finalize the prioritized list of redevelopment strategies.</p>	<p>Completion of Moderated Super Committee Workshop in conformance with Deliverable 6, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of Super Committee Workshop public notification and agenda;</li> <li>2. Copy of sign-in sheets for Super Committee Workshop;</li> <li>3. Summary report from Super Committee Workshop to include: <ol style="list-style-type: none"> <li>a. Summary meeting minutes;</li> <li>b. Copies of PowerPoint presentations (if any used)</li> <li>c. Key outcomes;</li> </ol> </li> <li>4. Final prioritized list of redevelopment strategies</li> </ol>	<p>May 6, 2017</p>	<p>\$4,000</p>
<p>Deliverable 7: Final CRA Plan</p> <p>The Final CRA Plan will include an introduction and identification of the CRA subareas, summary of each subarea visioning, review of best practices, TIF projections and identification of resources for implementing prioritized project list, and final prioritized list of redevelopment strategies.</p> <p>WFRPC will present the final CRA plan at a CRA Board Meeting, a Public Hearing, a</p>	<p>Completion of the tasks in accordance with Deliverable 7, evidenced by submission of:</p> <ol style="list-style-type: none"> <li>1. Electronic copy of the final report to include: an introduction, identification of the CRA subareas, summary of each subarea visioning, review of best practices, TIF projections and identification of resources for implementing prioritized project list, and final prioritized list of redevelopment strategies.</li> </ol>	<p>June 15, 2017</p>	<p>\$6,000</p>

Planning Board Meeting, and a City Council Meeting.  The Final Report will be professionally designed to be visually pleasing and easy to read.			
	Total Cost:		\$40,000

AGREEMENT FOR PROFESSIONAL STAFF SERVICES  
BY AND BETWEEN THE  
WEST FLORIDA REGIONAL PLANNING COUNCIL  
AND THE CITY OF CHIPLEY  
FOR THE CHIPLEY COMMUNITY REDEVELOPMENT PLAN

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as “WFRPC”) and the City of Chipley (thereinafter referred to as the “CITY”).

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of WFRPC and the CITY in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. WFRPC RESPONSIBILITIES

- A. WFRPC shall provide professional, technical, and administrative assistance in the development of the project titled “**Chipley Community Redevelopment Plan**” as outlined in the attached Scope of Work.
- B. WFRPC shall make available to the CITY all plans and documents developed under Section II. A. above.

III. CITY RESEPNONSIBILITIES

- A. The CITY shall provide data and information relevant to the Chipley Community Redevelopment Plan, as outlined in the attached Scope of Work.
- B. The CITY shall provide the agreed upon funds as detailed in the attached Scope of Work.

IV. METHOD AND AMOUNT OF PAYMENT

WFRPC will submit invoices to the CITY as tasks are completed for the specified amounts as outlined in the attached Scope of Work. Subject to receipt of an invoice from WFRPC, the CITY agrees to pay WFRPC within thirty (30) days of receiving such invoice from WFRPC.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

WFRPC shall complete the tasks as provided in the attached Scope of Work no later than June 30, 2017. Such schedule may be modified from time to time upon the mutual consent of the CITY and WFRPC. This Agreement shall remain in effect until terminated by either or both

parties to the Agreement. At any time, either the CITY or WFRPC may terminate this Agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice of such termination; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST

The WFRPC agrees it shall not contract with, or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The WFRPC further agrees it will neither take any action nor engage in any conduct that would cause any CITY employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS

All records pertinent to the Agreement shall be retained by the CITY. WFRPC, however, shall be subject to all rules and requirements of the Chapter 119, Florida Statutes, including, but not limited to, the requirements set forth in F.S. 119.0701.

IX. LIABILITY

Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the other party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this Agreement, and shall fully indemnify the other party for all claims brought stemming therefrom.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the CITY Administrator shall represent and act for the CITY and the Executive Director of WFRPC shall represent and act for WFRPC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Washington County, Florida for all litigation between the parties and all issues

litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Washington County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

**XII. SOVEREIGN IMMUNITY**

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability and any liability of the CITY for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**XIII. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**XIV. INDEPENDENT CONTRACTOR**

The Parties hereby acknowledge that WFRPC is an independent contractor, and neither WFRPC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of the CITY. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

**XV. ASSIGNMENT**

Neither Party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

**XVI. COMMENCEMENT DATE**

This Agreement will commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

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WEST FLORIDA REGIONAL  
PLANNING COUNCIL

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Kurvin Qualls  
Chairman

ATTEST:

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CITY OF CHIPLEY

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Lee Dell Kennedy  
Mayor

## Scope of Work

**PROJECT DESCRIPTION:** The City of Freeport will engage the services of West Florida Regional Planning Council to develop the Recreation Master Plan for the City of Freeport. The Plan shall include citizen participation in identification and mapping of current recreation assets; identification of gaps in recreation infrastructure; analysis of planned recreation improvements; prioritization of implementation strategies for action plan development; identification of funding resources to implement projects; and final report and PowerPoint presentation.

The elements of this proposed project will coalesce into a final report which will be used as an implementation playbook for recreation infrastructure in Freeport. The final document will be available to the public on the City of Freeport website (<http://freeportflorida.gov/>).

**DELIVERABLES:** The specific deliverables, tasks, performance measures, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Performance Measures	Due Date	Payment Amount
<p>Deliverable 1: Citizen participation in recreation asset identification and gap analysis</p> <p>WFRPC will plan, organize, and conduct three public workshops to gather community input for identification of current recreation assets.</p> <p>Large maps will be provided to help citizens identify the current infrastructure, and visualize gaps.</p> <p>WFRPC staff will take input gathered at public workshops and will develop a map of known recreation assets and gaps in recreation infrastructure.</p>	<p>Completion of three public workshop in conformance with Deliverable 1, evidenced by documentation of the following:</p> <ol style="list-style-type: none"> <li>1. Copy of all public workshop outreach and marketing materials such as public notifications and agendas;</li> <li>2. Copy of sign-in sheets for public workshops;</li> <li>3. Summary report from public workshops to include:               <ol style="list-style-type: none"> <li>a. Summary meeting minutes;</li> <li>b. Copies of PowerPoint presentations (if any used);</li> <li>c. Key outcomes; and</li> <li>d. Citizen input.</li> </ol> </li> <li>4. Map of identified recreation assets and known gaps in recreation infrastructure.</li> </ol>	<p>December 1, 2016</p>	<p>\$10,000</p>
<p>Deliverable 2: Analysis of planned recreation improvements</p> <p>WFRPC will work with City staff to identify and analyze planned projects and projected capital</p>	<p>Completion of analysis of planned recreation improvements in conformance with Deliverable 2, evidenced by documentation of the following:</p>	<p>January 16, 2017</p>	<p>\$5,000</p>

<p>improvements that relate to the Recreation Master Plan.</p> <p>The planned projects will be analyzed to determine the extent to which they reflect the citizens' identified projects.</p> <p>Planned projects that enhance the vision from the public workshops will be included in the Recreation Master Plan and will be mapped as an overlay of the known assets and infrastructure gaps map.</p>	<p>1. Written analysis of the of the proposed or planed recreation infrastructure projects as they relate to this Recreation Master Plan</p> <p>2. Maps with overlay of planned recreation infrastructure projects projected onto the known assets and infrastructure gaps map.</p>		
<p>Deliverable 3: Prioritize implementation strategies and action plan development</p> <p>WFRPC staff will work with City of Freeport staff to prioritize projects needed to close gaps in recreation infrastructure.</p> <p>Priority will be given to projects that provide accessibility and inclusion or retrofit current infrastructure to enhances accessibility to recreation, or include a public-private partnerships for implementation.</p>	<p>Completion of the tasks in accordance with Deliverable 3, evidenced by submission of one electronic copy of a report on:</p> <p>1. Prioritized list of projects needed to close gaps in the recreation infrastructure and projects that enhance accessibility to recreation.</p>	<p>March 1, 2017</p>	<p>\$5,000</p>
<p>Deliverable 4: Identification of resources for implementing prioritized project list</p> <p>WFRPC staff will identify potential funding sources to aid in implementation of prioritized projects list.</p> <p>Special emphasis will be made on funding opportunities for new accessible infrastructure, or retrofitting current assets for adaptive accessibility and inclusion.</p>	<p>Completion of the tasks in accordance with Deliverable 4, evidenced by submission of one electronic copy of a report on:</p> <p>1. Matched list of potential funding sources to implement the prioritized strategies from federal, state, and local sources.</p>	<p>May 1, 2017</p>	<p>\$5,000</p>
<p>Deliverable 5: Final Report and PowerPoint Presentation</p>	<p>Completion of the tasks in accordance with Deliverable 5, evidenced by submission of:</p>	<p>June 15, 2017</p>	<p>\$7,000</p>

<p>The Final Report will include an introduction and identification of current assets and gap analysis; analysis of planned projects; prioritized project list for implementation; and identification of potential funding sources.</p> <p>The Final Report will be professionally designed to be visually pleasing and easy to read.</p> <p>A PowerPoint Presentation for this will be created and presented to the Freeport City Council</p>	<p>1. Electronic copy of the final report to include: an introduction and identification of current assets and gap analysis; analysis of planned projects; prioritized project list for implementation; and identification of potential funding sources.</p> <p>2. Electronic copy of the PowerPoint Presentation.</p>		
Total Cost:			\$32,000

AGREEMENT FOR PROFESSIONAL STAFF SERVICES  
BY AND BETWEEN THE  
WEST FLORIDA REGIONAL PLANNING COUNCIL  
AND THE CITY OF FREEPORT  
FOR THE FREEPORT RECREATION MASTER PLAN

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as “WFRPC”) and the City of Freeport (thereinafter referred to as the “CITY”).

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of WFRPC and the CITY in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. WFRPC RESPONSIBILITIES

- A. WFRPC shall provide professional, technical, and administrative assistance in the development of the project titled “**Freeport Recreation Master Plan**” as outlined in the attached Scope of Work.
- B. WFRPC shall make available to the CITY all plans and documents developed under Section II. A. above.

III. CITY RESEPNOSIBILITIES

- A. The CITY shall provide data and information relevant to the Freeport Recreation Master Plan, as outlined in the attached Scope of Work.
- B. The CITY shall provide the agreed upon funds as detailed in the attached Scope of Work.

IV. METHOD AND AMOUNT OF PAYMENT

WFRPC will submit invoices to the CITY as tasks are completed for the specified amounts as outlined in the attached Scope of Work. Subject to receipt of an invoice from WFRPC, the CITY agrees to pay WFRPC within thirty (30) days of receiving such invoice from WFRPC.

V. DURATION OF AGREEMENT AND TERMINATION WITH OR WITHOUT CAUSE

WFRPC shall complete the tasks as provided in the attached Scope of Work no later than June 30, 2017. Such schedule may be modified from time to time upon the mutual consent of the CITY and WFRPC. This Agreement shall remain in effect until terminated by either or both

parties to the Agreement. At any time, either the CITY or WFRPC may terminate this Agreement, with or without cause, with such termination effective immediately or by a specified date, by providing written notice of such termination; provided financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

VI. AMENDMENTS TO AGREEMENT

Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST

The WFRPC agrees it shall not contract with, or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The WFRPC further agrees it will neither take any action nor engage in any conduct that would cause any CITY employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS

All records pertinent to the Agreement shall be retained by the CITY. WFRPC, however, shall be subject to all rules and requirements of the Chapter 119, Florida Statutes, including, but not limited to, the requirements set forth in F.S. 119.0701.

IX. LIABILITY

Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the other party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this Agreement, and shall fully indemnify the other party for all claims brought stemming therefrom.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the CITY Clerk shall represent and act for the CITY and the Executive Director of WFRPC shall represent and act for WFRPC.

XI. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Walton County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Walton

County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

**XII. SOVEREIGN IMMUNITY**

Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability and any liability of the CITY for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**XIII. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**XIV. INDEPENDENT CONTRACTOR**

The Parties hereby acknowledge that WFRPC is an independent contractor, and neither WFRPC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of the CITY. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Each Party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

**XV. ASSIGNMENT**

Neither Party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

**XVI. COMMENCEMENT DATE**

This Agreement will commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

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WEST FLORIDA REGIONAL  
PLANNING COUNCIL

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Kurvin Qualls  
Chairman

ATTEST:

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CITY OF FREEPORT

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Russ Barley  
Mayor

4

# Draft Final with Strike-Thru Underline

## **RULES of the WEST FLORIDA REGIONAL PLANNING COUNCIL**

1.001 – NAME. The official name of the agency shall be the West Florida Regional Planning Council, reorganized as of January 1, 1987, under Chapter 186, Florida Statutes.

1.002 – PURPOSE. The Council shall function as the official regional planning council as defined in Chapter 186 of the Florida Statutes, and as the regional planning agency as defined in Chapters ~~23~~, 163, and 380, Florida Statutes. The Council shall exercise the powers, duties, and function for conducting planning, review and assistance responsibilities, activities and functions enumerated by the legislature and declarations of Chapters 186 and 380 of the Florida Statutes, and other applicable federal, state and local laws.

Commented [g1]: Should the reference to Chapter 23 be deleted?

### 1.003 – COUNCIL MEMBERSHIP AND APPOINTMENTS, TERM OF OFFICE, VACANCIES.

The number of representatives on the Council from Counties shall be determined by population with those Counties with less than 150,000 in population having one representative and those Counties with equal to or greater than 150,000 in population having two representatives.

#### (1) Membership and Appointments

- (a) Escambia, Okaloosa, Santa Rosa and Bay Counties shall each have two voting representatives on the Council appointed by their respective Board of County Commissioners. The voting representatives shall be elected officials selected from the individual counties.
- (b) Walton, Washington and Holmes Counties shall each have one voting representative on the Council appointed by its respective Board of County Commissioners. The voting representatives shall be elected officials selected from the individual counties.
- (c) Not less than two-thirds of the representatives serving as voting members on the Council shall be elected officials appointed by the cities and counties. The Governor appoints the remaining one-third of the voting members on the Council.
- (d) In addition to the membership previously specified, any municipality within the jurisdictional boundary of the Council, may be admitted, by receipt of payment and

~~a majority vote of the Council, by a majority vote of the Council,~~ to membership on the Council. ~~Such membership shall be considered on the basis of a municipality's uniqueness and special characteristics.~~ Each municipality so admitted to membership shall have one voting representative on the Council appointed by its City Council or Commission. The voting representative shall be an elected official.

**Commented [g2]:** With this change, the bylaws are silent about how a municipality gains admission to membership. Is it simply by being willing to pay the annual fee?

- (2) Term of Office. Council members shall serve at the pleasure of the appointing authority.
- (3) Vacancies. Any vacancy shall be filled for the unexpired term in the same manner as the initial appointment.

#### 1.004 – COUNCIL.

- (1) There shall be a Council composed of all voting representatives who have been appointed by member local governments and the governor. The Council shall meet monthly unless there is no business to be conducted and the Chairman cancels the meeting. Special meetings of the Council may be called for any appropriate purpose by the Chairman of the Council when a meeting is necessary to conduct business, or when he is requested to do so by at least five Council members. Notice of all Council meetings shall be sent to each member at least 7 days prior to the meeting. The notice shall state the time and place of the meeting and the business to be transacted. Business transacted at a special meeting shall be confined to the subject stated in the notice. All meetings of the Council shall be open to the public as required by the Florida Sunshine Law, Chapter 286, Florida Statutes.
- (2) A quorum at any meeting shall consist of not less than five members including either the Chairman or Vice Chairman and four (4) Council members. When a quorum has been determined to be present, a majority of those present and voting may take action in all matters presented at the meeting except Council purchases exceeding \$10,000. For consideration of purchases exceeding \$10,000, the greater of (i) five members or (ii) forty percent of the appointed representatives of the Council shall constitute a quorum. Proxy voting is prohibited. Voting shall be by voice but a member may have his vote recorded in the minutes if he so desires. The Council shall keep minutes of its proceedings and shall keep records of its official actions, all of which shall be filed in the office of the Council and shall be public record.

1.005 – OFFICES, DUTIES, TERM OF OFFICE. The officers of the Council shall be the Chairman and Vice Chairman. The duties and responsibilities usually assigned to a Secretary-Treasurer will be assigned to the Council’s Executive Director. The Chairman and Vice Chairman will be elected annually by the Council at the September meeting. The duties of the Chairman and Vice Chairman shall be as follows:

- (1) The Chairman shall preside at meetings of the Council. He shall sign, as authorized by the Council, any contracts or other instruments, which the Council deems to be in its best interest. He shall perform such other duties of the office as may be prescribed by the Council.
- (2) The Vice Chairman shall assist the Chairman in the performance of his duties, and either in the absence of the Chairman or in the event of the Chairman’s inability or refusal to act, shall perform the duties of the Chairman.

**Commented [g3]:** Include reference to election of member of Executive Committee, per section 1.008?

(3) The election of the Executive Committee is outlined in section 1.008 of these rules.

The term of office shall be for 1 year beginning October 1 or until re-elected or until a successor is selected. New officers shall assume the duties of office on October 1 after ~~upon~~ adjournment of the meeting at which they are elected. Vacancies in the office shall be filled by majority vote of a quorum of the Council for the remainder of the unexpired term.

**Commented [g4]:** Without this change, the first sentence and the second sentence are inconsistent.

1.006 – POWERS.

Within the limits of its sources of revenue, the Council has the following powers per Chapter 186, Florida Statutes (and any amended or successor provisions):

- (1) To adopt rules of procedure 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.
- (2) To adopt an official name and seal.
- (3) To maintain an office at such place or places within the comprehensive planning district as it may designate.
- (4) To employ and to compensate such personnel, consultants, and technical and professional assistants as it deems necessary to exercise the powers and perform its duties.
- (5) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.

- (6) To hold public hearings and sponsor public forums in any part of the regional area whenever the council deems it necessary or useful in the execution of its other functions.
- (7) To sue and be sued in its own name.
- (8) 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 Council shall render an accounting of the receipt and disbursement of all funds received by it, pursuant to the federal Older Americans Act, to the Legislature no later than March 1 of each year.
- (9) To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality when approved by the Council and to act as an agency to receive and expend federal funds for planning.
- (10) To act in an advisory capacity to the constituent local governments in regional, metropolitan, county, and municipal planning matters.
- (11) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for emergency management under s. 252.34(4), Florida Statutes (and any amended or successor provision).
- (12) To fix and collect membership dues, rents, or fees when appropriate.
- (13) To acquire, own, hold in custody, operate, maintain, lease, or sell real or personal property.
- (14) To dispose of any property acquired through the execution of an interlocal agreement under s. 163.01, Florida Statutes (and any amended or successor provision).
- (15) To accept gifts, grants, assistance, funds, or bequests.
- (16) To conduct studies of the resources of the region.
- (17) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.
- (18) To select and appoint such advisory bodies as the Council may find appropriate for the conduct of its activities.
- (19) 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.
- (20) To provide technical assistance to local governments on growth management matters.
- (21) To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of the strategic regional policy plan, with the entities to be coordinated determined by the topics addressed in the strategic regional policy plan.
- (22) To establish and conduct a cross-acceptance negotiation process with local governments intended to resolve inconsistencies between applicable local and regional plans, with participation by local governments being voluntary.
- (23) To coordinate land development and transportation policies in a manner that fosters regionwide transportation systems.

Commented [g5]: The Older Americans Act?

- (24) To review plans of independent transportation authorities and metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government plans.
- (25) 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.

1.007 – BUDGET AND FINANCE.

(1) ~~Budget.~~ The Council ~~staff shall prepare and submit to the Council for approval, an annual Budget at the September meeting. shall prepare and approve an annual budget request, which shall be submitted to the participating governmental units no later than the last day of May of each year. The cost of the Council to participating governmental units shall be a base fee plus a per capita calculation.~~

(2) Memberships.

~~(a) Fee. The Council shall establish an annual membership fee or assessment rate on or prior to the September meeting. The cost of the membership fee or assessment to participating governmental units shall be a base fee plus a per capita calculation.~~

~~(b) Request. Annual fees or assessments to members requests for membership participation shall be submitted to local governments municipalities no later than the last day of December for the upcoming fiscal year.~~

~~(c) Payment. Customized payment plans by local governments are allowed with approval by the Council. A local government that does not remit the assessed amount by December 1 for a current fiscal year, shall lose all voting privileges and no longer be a member.~~

~~(3) Appropriations. The Council shall include, with the budget, a request that monies approved for the Council be paid on or about October 1, or as otherwise requested. Customized payment plans are allowed. A local government that does not remit the assessed amount by December 1 shall lose all voting privileges and will no longer be a member.~~

~~(3) Financial Statements.~~ A monthly financial statement accounting for all Council funds shall be made to the Council.

~~(4) Depositories.~~ The Council shall deposit all funds in local depositories in federally-insured accounts, to the extent practicable. Designation of such depositories shall be the responsibility of the Executive Director of the Council. The Council may maintain checking and savings accounts and both shall be in the name of the Council. Monies in excess of what would be required to fund the Council's operations for 1 month may be deposited in a savings, money market, CD or other investing account.

(55) Required Signatures. All checks or withdrawals of funds deposited in the Council's accounts shall require two signatures. Those authorized to sign checks or withdraw funds shall be the Executive Director, and the Finance Director, ~~and other Department Directors or Senior Planners designated by the Executive Director.~~

(66) Fidelity Bonds. A Fidelity Bond shall be obtained to cover the positions of the Executive Director, the Finance Director, Department ~~Managers~~ Directors, ~~Senior Planners~~, and finance staff. The amount of bond shall not be less than \$100,000.00.

(77) Mail. The Council shall have a post office box, and only the Executive Director and his/her designees shall have a key to the box.

(88) Deposits. The Finance Director or their designee shall be responsible for the preparation of deposits of Council funds. Deposits shall not be made by any person other than the Executive Director, Finance Director or their designee.

(99) Receipts. Receipts shall be issued for all funds received by the Council. A record of all receipts shall be kept by the Executive Director or his/her designee.

(1040) Purchasing of Material and Supplies.

(a) The purchasing of material and supplies for the Council shall be the responsibility of the Executive Director. Items in excess of \$10,000.00 shall be on a bid basis. Items in excess of \$10,000.00 shall be approved by the Council.

(b) Upon receipt of materials and supplies, the individual who accepts the order shall sign for it. Before payment is made, the Executive Director, Department Director, or their designee shall sign the bill.

(110) Accounting. It shall be the responsibility of the Executive Director to maintain a double-entry set of books for the Council. An annual audit shall be conducted by a firm employed by the Council.

1.008 – COMMITTEES. An Executive Committee is created for the purpose of reviewing issues of importance and making recommendations for Council consideration.

~~The Committee~~The committee shall consist of five members, consisting of the Chairman, Vice Chairman, the immediate past chairman, one Council member representing a member County or a member City and a Governor appointee. The member representing a member County or a member City will be elected by the Council at its September meeting, after the election of the Chairman and Vice Chairman, and should be from local governments other than the governmental bodies represented by the Chairman, Vice Chairman, the immediate past chairman and the Governor appointee. A Governor appointee serving from the Florida School Board Association may serve as the Governor appointee on this committee. Changes in executive committee composition shall take effect on October 1 of each year, coinciding with the election of Council officers.

~~The Committee~~The committee will meet as necessary prior to the regular monthly Council meeting. The Chairman may schedule special Executive Committee meetings for any appropriate purpose. A quorum shall be three (3) Committee members to include the Chairman or Vice Chairman.

**Commented [g6]:** Does the phrase "to include the Chairman or Vice Chairman" mean that at least one of them must be present to constitute a quorum or does it mean that if present they can be counted to establish a quorum?

1.009 – PROCEDURE. Unless otherwise provided for herein, Roberts’ Rules of Order as revised shall rule.

1.010 – DISCLOSURE. All voting members of the Council shall comply with the provisions of Chapter 112, Part III, Florida Statutes, relating to ~~Standards of Conduct~~ Code of Ethics for Public Officials and Employees, and any amended or successor provisions.

1.011 – AMENDMENTS. These rules may be amended by a majority vote of the Council provided the notice of proposed changes shall contain a full statement of the proposed amendments. The proposed amendments shall be placed on the next regularly scheduled meeting following the notice. Proposed amendments shall be sent to all Council members at least 7 days prior to the meeting at which a vote shall be held.

1.012 – WITHDRAWAL OR DISSOLUTION.

- (1) Any city or town may withdraw its membership by resolution duly adopted by its governing body and upon written notice of withdrawal to the chairman of the Council. Contractual obligations of the withdrawing member 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 member unit shall have no right thereto.

- (2) In the event there is a complete dissolution of the Council, which would involve the disposition of the property of the Council, such property shall be liquidated and each unit of local government who was a member of the Council continuously within the preceding 5 years shall be entitled to a share of the proceeds proportionate to its contribution during those 5 years, after all debts are paid in full.

1.013 – INFORMATION INQUIRIES.

The principal office of the West Florida Regional Planning Council is located at 4081 East Olive Road, Suite A, Pensacola, Florida 32514. The office hours shall be set by the Executive Director with the approval of the Council. All official forms, publications, and documents of the West Florida Regional Planning Council are available for public inspection at the Council's principal office during regular business hours. Persons wishing photocopies may receive same at the prevailing cost per sheet.

**RULES  
of the  
WEST FLORIDA REGIONAL PLANNING COUNCIL**

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- (c) Not less than two-thirds of the representatives serving as voting members on the Council shall be elected officials appointed by the cities and counties. The Governor appoints the remaining one-third of the voting members on the Council.
- (d) In addition to the membership previously specified, any municipality within the jurisdictional boundary of the Council, may be admitted, by receipt of payment and

a majority vote of the Council, to membership on the Council. Each municipality so admitted to membership shall have one voting representative on the Council appointed by its City Council or Commission. The voting representative shall be an elected official.

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- (2) The Vice Chairman shall assist the Chairman in the performance of his duties, and either in the absence of the Chairman or in the event of the Chairman's inability or refusal to act, shall perform the duties of the Chairman.
- (3) The election of the Executive Committee is outlined in section 1.008 of these rules.

The term of office shall be for 1 year beginning October 1 or until re-elected or until a successor is selected. New officers shall assume the duties of office on October 1 after adjournment of the meeting at which they are elected. Vacancies in the office shall be filled by majority vote of a quorum of the Council for the remainder of the unexpired term.

1.006 – POWERS.

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- (1) To adopt rules of procedure 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.
- (2) To adopt an official name and seal.
- (3) To maintain an office at such place or places within the comprehensive planning district as it may designate.
- (4) To employ and to compensate such personnel, consultants, and technical and professional assistants as it deems necessary to exercise the powers and perform its duties.
- (5) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.
- (6) To hold public hearings and sponsor public forums in any part of the regional area whenever the council deems it necessary or useful in the execution of its other functions.
- (7) To sue and be sued in its own name.

- (8) 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 Council shall render an accounting of the receipt and disbursement of all funds received by it, pursuant to the federal Older Americans Act, to the Legislature no later than March 1 of each year.
- (9) To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality when approved by the Council and to act as an agency to receive and expend federal funds for planning.
- (10) To act in an advisory capacity to the constituent local governments in regional, metropolitan, county, and municipal planning matters.
- (11) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for emergency management under s. 252.34(4), Florida Statutes (and any amended or successor provision).
- (12) To fix and collect membership dues, rents, or fees when appropriate.
- (13) To acquire, own, hold in custody, operate, maintain, lease, or sell real or personal property.
- (14) To dispose of any property acquired through the execution of an interlocal agreement under s. 163.01, Florida Statutes (and any amended or successor provision).
- (15) To accept gifts, grants, assistance, funds, or bequests.
- (16) To conduct studies of the resources of the region.
- (17) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.
- (18) To select and appoint such advisory bodies as the Council may find appropriate for the conduct of its activities.
- (19) 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.
- (20) To provide technical assistance to local governments on growth management matters.
- (21) To perform a coordinating function among other regional entities relating to preparation and assurance of regular review of the strategic regional policy plan, with the entities to be coordinated determined by the topics addressed in the strategic regional policy plan.
- (22) To establish and conduct a cross-acceptance negotiation process with local governments intended to resolve inconsistencies between applicable local and regional plans, with participation by local governments being voluntary.
- (23) To coordinate land development and transportation policies in a manner that fosters regionwide transportation systems.
- (24) To review plans of independent transportation authorities and metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government plans.
- (25) 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.

1.007 – BUDGET AND FINANCE.

- (1) Budget. The Council staff shall prepare and submit to the Council for approval, an annual Budget at the September meeting.
- (2) Memberships.
  - (a) Fee. The Council shall establish an annual membership fee or assessment on or prior to the September meeting. The membership fee or assessment to participating governmental units shall be a base fee plus a per capita calculation.
  - (b) Request. Annual fees or assessments to members shall be submitted to local governments no later than the last day of December for the upcoming fiscal year.
  - (c) Payment. Customized payment plans by local governments are allowed with approval by the Council. A local government that does not remit the assessed amount by December 1 for a current fiscal year, shall lose all voting privileges and no longer be a member.
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- (5) Required Signatures. All checks or withdrawals of funds deposited in the Council's accounts shall require two signatures. Those authorized to sign checks or withdraw funds shall be the Executive Director, and the Finance Director..
- (6) Fidelity Bonds. A Fidelity Bond shall be obtained to cover the positions of the Executive Director, the Finance Director, Department Managers, and finance staff. The amount of bond shall not be less than \$100,000.00.
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- (9) Receipts. Receipts shall be issued for all funds received by the Council. A record of all receipts shall be kept by the Executive Director or his/her designee.
- (10) Purchasing of Material and Supplies.
- (a) The purchasing of material and supplies for the Council shall be the responsibility of the Executive Director. Items in excess of \$10,000.00 shall be on a bid basis. Items in excess of \$10,000.00 shall be approved by the Council.
- (b) Upon receipt of materials and supplies, the individual who accepts the order shall sign for it. Before payment is made, the Executive Director, Department Director, or their designee shall sign the bill.
- (11) Accounting. It shall be the responsibility of the Executive Director to maintain a double-entry set of books for the Council. An annual audit shall be conducted by a firm employed by the Council.

1.008 – COMMITTEES. An Executive Committee is created for the purpose of reviewing issues of importance and making recommendations for Council consideration.

The committee shall consist of five members, consisting of the Chairman, Vice Chairman, the immediate past chairman, one Council member representing a member County or a member City and a Governor appointee. The member representing a member County or a member City will be elected by the Council at its September meeting, after the election of the Chairman and Vice Chairman, and should be from local governments other than the governmental bodies represented by the Chairman, Vice Chairman, the immediate past chairman and the Governor appointee. A Governor appointee serving from the Florida School Board Association may serve as the Governor appointee on this committee. Changes in executive committee composition shall take effect on October 1 of each year, coinciding with the election of Council officers.

The committee will meet as necessary prior to the regular monthly Council meeting. The Chairman may schedule special Executive Committee meetings for any appropriate purpose. A quorum shall be three (3) Committee members to include the Chairman or Vice Chairman.

1.009 – PROCEDURE. Unless otherwise provided for herein, Roberts’ Rules of Order as revised shall rule.

1.010 – DISCLOSURE. All voting members of the Council shall comply with the provisions of Chapter 112, Part III, Florida Statutes, relating to Code of Ethics for Public Officials and Employees, and any amended or successor provisions.

1.011 – AMENDMENTS. These rules may be amended by a majority vote of the Council provided the notice of proposed changes shall contain a full statement of the proposed amendments. The proposed amendments shall be placed on the next regularly scheduled meeting following the notice. Proposed amendments shall be sent to all Council members at least 7 days prior to the meeting at which a vote shall be held.

1.012 – WITHDRAWAL OR DISSOLUTION.

- (1) Any city or town may withdraw its membership by resolution duly adopted by its governing body and upon written notice of withdrawal to the chairman of the Council. Contractual obligations of the withdrawing member 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 member unit shall have no right thereto.
- (2) In the event there is a complete dissolution of the Council, which would involve the disposition of the property of the Council, such property shall be liquidated and each unit of local government who was a member of the Council continuously within the preceding 5 years shall be entitled to a share of the proceeds proportionate to its contribution during those 5 years, after all debts are paid in full.

1.013 – INFORMATION INQUIRIES.

The principal office of the West Florida Regional Planning Council is located at 4081 East Olive Road, Suite A, Pensacola, Florida 32514. The office hours shall be set by the Executive Director with the approval of the Council. All official forms, publications, and documents of the West Florida Regional Planning Council are available for public inspection at the Council’s principal office during regular business hours. Persons wishing photocopies may receive same at the prevailing cost per sheet.

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Agenda Item Number: 5

Meeting date: July 18, 2016

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**SUBJECT:** WFRPC Brownfields Program

**BACKGROUND:** The EPA's Brownfields Program provides funds to empower states, communities, tribes, and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites. Currently, WFRPC has an active **Revolving Loan Fund (RLF)** which can be used to provide low-interest loans and subgrants to eligible recipients for cleanup and redevelopment of brownfields.

To date, this RLF has been used for two projects: the demolition of the former Century Drug Store, and cleanup at the former Happy Store site in Ft. Walton Beach. The Century Drug store site is now available for redevelopment, while the Happy Store site is completing the brownfields process and will soon be ready for redevelopment.

WFRPC is currently seeking applications from private developers as well as local governments and nonprofit groups to clean up known brownfields sites throughout the region. The RLF has approximately \$770,000 currently available for cleanup of brownfield sites.

**RECOMMENDED ACTION:** **This item is for information only.** Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or [Kate.Daniel@wfrpc.org](mailto:Kate.Daniel@wfrpc.org) if additional information is needed.

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