



Vacant, Chair
Kurvin Qualls, Vice-Chair

Austin 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, June 27, 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, Vice Chair
2. Pledge of Allegiance
3. Roll Call - Mayor Kurvin Qualls, Vice Chair
4. Consent Agenda
 - a. Approval of the April 2016 Meeting Minutes.....1
 - b. Approval of February, March, and April 2016 Financial Statements.....2
 - c. Holmes/Washington Transportation Disadvantaged Board Membership Certification.....3
5. Executive Committee Report - Mayor Kurvin Qualls, Vice Chair
6. WFRPC Audit Report – Dawn Schwartz, Finance Director4
7. Holmes County State Housing Initiatives Partnership (SHIP) Agreement - Kate Daniel, Community and Economic Development Manager.....5
8. Walton County State Housing Initiatives Partnership (SHIP) Agreement - Kate Daniel, Community and Economic Development Manager.....6
9. Amendment to the Agreement for Professional Staff Services by and between the WFRPC and Okaloosa County for the Okaloosa Transit Cooperative – Mary Beth Washnock, Transportation Planning Manager.....7
10. Revised Rules of the West Florida Regional Planning Council – Austin Mount, WFRPC Executive Director.....8
11. Election of Chairman and Vice Chairman to Serve through September 30, 2016 – Austin Mount, WFRPC Executive Director.....9
12. Executive Director Briefing – Austin Mount, Executive Director
 - a. Executive Director Report
 - b. Monthly Highlights Newsletter

13. 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: July 18, 2016

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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
Commissioner Cecilia Jones, Walton County
Virgie Bowen, FDOT (Ex-officio)
Commissioner Wilson Robertson, Escambia County

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

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

Agenda Item II: Telephone Roll Call

Due to technical difficulties members were unable to participate by call-in.

Agenda Item III: Consent Agenda

- a. Approval of the March 2016 Meeting Minutes
- b. Approval of January 2016 Financial Statements

Commissioner Robertson moved to approve the consent agenda. Councilwoman Kuchens seconded the motion and it was unanimously approved.

Agenda Item IV: Executive Committee Report

Vice-Chairman Qualls said the Executive Committee met briefly and discussed the action items on this agenda.

Agenda Item V: Residential Construction Mitigation Program (RCMP) Grant

Vice-Chairman Qualls called on Ms. Daniel. Ms. Daniel explained that this annual grant application, through the Florida Division of Emergency Management, would be administered for those counties that the WFRPC provides SHIP services: Walton, Washington and Holmes. The funds, in the amount of \$194,000, would be used to provide additional hurricane protective measures for those homes. She said matching funds are not required for this grant, but the SHIP funds would be leveraged. She asked

for a motion from the board to allow the Executive Director to sign the cover letter to accompany the grant application by its due date.

Commissioner Boyles moved to authorize the WFRPC Executive Director to sign the cover letter and submit the grant application to the Florida Division of Emergency Management. The motion was seconded by Commissioner Robertson and it was unanimously approved.

Agenda Item VI: Residential Construction Mitigation Program (RCMP) Execution

Vice-Chairman Qualls called on Ms. Daniel. Ms. Daniel briefly explained that staff previously applied for the same grant as mentioned in the previous item and it was a successful grant application. She asked the board for a motion allowing for execution of the July 1, 2016 – June 30, 2017 grant funds for the same three counties, also in the amount of \$194,000. There were no questions.

Mr. Smith moved to authorize the WFRPC chairman to sign the agreement with the Florida Division of Emergency Management. The motion was seconded by Commissioner Jones and it was unanimously approved.

Agenda Item VII: Local Emergency Planning Committee (LEPC) FY 16-17 Funding

Vice-Chairman Qualls called on Ms. Daniel. Ms. Daniel explained that the WFRPC provides staffing services to the LEPC, covering the seven counties covered by the WFRPC. The LEPC's primary purpose is to gather information from areas that store hazardous substances. The LEPC develops a response plan, provides training opportunities to first responders and emergency preparedness education to the public. Ms. Daniel explained that this grant, in the amount of \$59,000, would be used to facilitate the work of the LEPC and provide staffing services from July 1, 2016 – June 30, 2017.

Commissioner Boyles moved to authorize the WFRPC chairman to sign an agreement with the Florida Division of Emergency Management to serve as staff to the Local Emergency Planning Committee. The motion was seconded by Councilman Moran and it was unanimously approved.

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

Vice-Chairman Qualls called on Mr. Mount. Mr. Mount said a review of the Rules of the West Florida Regional Planning Council has been conducted at the staff level and was discussed at the Executive Committee. He said the suggestion was made to allow the board more time to review the changes followed by legal review. Commissioner Robertson asked that track changes also be shown on the next copy. Mr. Mount agreed and said he will be sending something out.

Action on this item was tabled until a later date.

Agenda Item IX: Nomination and Election of WFRPC Board Treasurer and Secretary

Action on this item was tabled until a later date.

Agenda Item X: Unified Planning Work Programs (UPWP)

Vice-Chairman Qualls called on Ms. Washnock. Ms. Washnock noted that the WFRPC oversees three TPOs and two Regional TPOs in Northwest Florida. She briefly explained the tasks and budget associated with these duties. She said the Florida-Alabama TPO has been presented with and has approved its UPWP and the Okaloosa-Walton and Bay County TPOs will be presented later in the month.

Commissioner Robertson said the Florida-Alabama TPO was presented with a traffic signalization program at the last meeting. He asked if this came before the WFRPC. Ms. Washnock said that it did not. Commissioner Robertson said Escambia County will be discussing handling maintenance of the signals at their next meeting. He asked if the TPO staff believed the county should do that. Ms. Washnock said staff does recommend it.

Agenda Item XI: Executive Director Briefing

Mr. Mount brought to the attention of the board the new newsletter layout which has taken the place of the monthly activity report. There was general discussion and the board expressed that they were quite pleased with the look of the newsletter. They asked that staff be sure to get it out to the partners. Mr. Mount said there is an extensive email list that the newsletter is distributed to each month.

Councilman Foreman said he sits on the Okaloosa County Transit Cooperative board and that Vikki Garrett with the WFRPC staff has done an impressive job of bringing that group together. He said the meeting she ran was the best meeting he has ever attended.

Next meeting is *tentatively* scheduled for Monday, May 16, 2016. There being no further business, the meeting was adjourned.

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WEST FL RPC
Balance Sheet
As of 2/29/2016

	<u>Current Year</u>
Assets	
Current Assets	
Operating Cash	882,408.31
Operating Reserves	348,353.35
Accounts Receivable	1,128,897.44
Prepaid Expenses	<u>17,759.01</u>
Total Current Assets	2,377,418.11
Long-term Assets	
Property & Equipment	<u>31,660.67</u>
Total Long-term Assets	<u>31,660.67</u>
Total Assets	<u><u>2,409,078.78</u></u>
Liabilities	
Short-term Liabilities	
Accounts Payable	68,567.14
Walton/Okaloosa/Santa Rosa RUA Payable	850.45
Deferred Revenue	<u>192,428.86</u>
Total Short-term Liabilities	<u>261,846.45</u>
Total Liabilities	<u>261,846.45</u>
Net Assets	
Net Assets	
Unrestricted	<u>2,240,758.54</u>
Total Net Assets	2,240,758.54
Current YTD Net Income	<u>(93,526.21)</u>
Total Net Assets	<u><u>2,147,232.33</u></u>
Total Liabilities and Net Assets	<u><u>2,409,078.78</u></u>

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 2/1/2016 Through 2/29/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	221,180.91	1,062,031.77	(1,942,642.23)
FTA Local Match	49,879.00	0.00	39,351.00	(10,528.00)
Project Fringe Reimbursement	0.00	(6,485.15)	(10,875.17)	(10,875.17)
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>214,695.76</u>	<u>1,090,507.60</u>	<u>(1,964,045.40)</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	0.00	52,761.00	(689.00)
Ind Exp Reimb	773,968.00	49,984.70	270,467.94	(503,500.06)
Interest and Misc Income	0.00	(357.76)	(67.51)	(67.51)
Total ADMIN REVENUE	<u>827,418.00</u>	<u>49,626.94</u>	<u>323,161.43</u>	<u>(504,256.57)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	96,663.89	519,530.11	940,704.89
Indirect Costs	773,968.00	49,984.70	270,467.94	503,500.06
Travel	80,000.00	16,276.38	50,644.10	29,355.90
Other Direct Expenses	722,686.00	(11,076.10)	246,601.65	476,084.35
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>151,848.87</u>	<u>1,087,243.80</u>	<u>1,949,645.20</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	36,929.58	207,042.01	173,668.99
Operating: Audit Fees	28,000.00	0.00	0.00	28,000.00
Operating: Current Accounting Fees	12,000.00	159.12	4,219.16	7,780.84
Operating: Education	3,000.00	0.00	232.00	2,768.00
Operating: Equipment Maintenance	1,500.00	0.00	235.00	1,265.00
Operating: Expend/Debt Ser/Cap Lease	3,875.00	1,651.13	5,790.33	(1,915.33)
Operating: General Insurance	16,500.00	0.00	5,337.54	11,162.46
Operating: Memberships & Subscriptions	14,900.00	1,993.10	16,363.69	(1,463.69)
Operating: Miscellaneous Expense	0.00	0.00	24.00	(24.00)
Operating: Office Expense	10,850.00	3,630.62	9,974.63	875.37
Operating: Personnel Training	3,000.00	80.00	80.00	2,920.00
Operating: Postage	1,000.00	(904.90)	(842.36)	1,842.36
Operating: Professional Services	42,400.00	7,276.04	22,422.52	19,977.48
Operating: Purchase of Equipment	15,000.00	5,564.10	5,564.10	9,435.90
Operating: Rent	191,232.00	15,936.00	94,212.00	97,020.00
Operating: Telephone	17,000.00	1,505.83	6,016.42	10,983.58
Operating: Travel - Admin	13,000.00	(137.54)	546.46	12,453.54
Operating: Travel - Council & Committee	3,000.00	191.46	992.36	2,007.64
Operating: Utilities	17,000.00	1,344.50	4,994.59	12,005.41
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>75,219.04</u>	<u>383,204.45</u>	<u>390,763.55</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	62.68	36,746.99	34,367.01
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>62.68</u>	<u>36,746.99</u>	<u>34,367.01</u>
NET INCOME	<u>0.00</u>	<u>37,192.11</u>	<u>(93,526.21)</u>	<u>(93,526.21)</u>

WEST FL RPC
Balance Sheet
As of 3/31/2016

	Current Year
Assets	
Current Assets	
Operating Cash	702,116.17
Operating Reserves	348,353.35
Accounts Receivable	1,293,380.34
Prepaid Expenses	17,759.01
Total Current Assets	2,361,608.87
Long-term Assets	
Property & Equipment	31,660.67
Total Long-term Assets	31,660.67
Total Assets	2,393,269.54
Liabilities	
Short-term Liabilities	
Accounts Payable	66,521.20
Walton/Okaloosa/Santa Rosa RUA Payable	850.45
Deferred Revenue	175,308.54
Total Short-term Liabilities	242,680.19
Total Liabilities	242,680.19
Net Assets	
Net Assets	
Unrestricted	2,240,758.54
Total Net Assets	2,240,758.54
Current YTD Net Income	(90,169.19)
Total Net Assets	2,150,589.35
Total Liabilities and Net Assets	2,393,269.54

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 3/1/2016 Through 3/31/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	358,003.59	1,420,035.36	(1,584,638.64)
FTA Local Match	49,879.00	0.00	39,351.00	(10,528.00)
Project Fringe Reimbursement	0.00	20,148.05	9,272.88	9,272.88
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>378,151.64</u>	<u>1,468,659.24</u>	<u>(1,585,893.76)</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	0.00	52,761.00	(689.00)
Ind Exp Reimb	773,968.00	57,798.24	328,266.18	(445,701.82)
Interest and Misc Income	0.00	0.06	(67.45)	(67.45)
Total ADMIN REVENUE	<u>827,418.00</u>	<u>57,798.30</u>	<u>380,959.73</u>	<u>(446,458.27)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	109,935.30	629,465.41	830,769.59
Indirect Costs	773,968.00	57,798.24	328,266.18	445,701.82
Travel	80,000.00	15,561.02	66,205.12	13,794.88
Other Direct Expenses	722,686.00	183,269.46	429,871.11	292,814.89
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>366,564.02</u>	<u>1,453,807.82</u>	<u>1,583,081.18</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	33,977.64	241,019.65	139,691.35
Operating: Audit Fees	28,000.00	0.00	0.00	28,000.00
Operating: Current Accounting Fees	12,000.00	676.33	4,895.49	7,104.51
Operating: Education	3,000.00	332.00	564.00	2,436.00
Operating: Equipment Maintenance	1,500.00	335.00	570.00	930.00
Operating: Expend/Debt Ser/Cap Lease	3,875.00	2,388.00	8,178.33	(4,303.33)
Operating: General Insurance	16,500.00	2,998.25	8,335.79	8,164.21
Operating: Memberships & Subscriptions	14,900.00	485.00	16,848.69	(1,948.69)
Operating: Miscellaneous Expense	0.00	0.00	24.00	(24.00)
Operating: Office Expense	10,850.00	2,952.25	12,926.88	(2,076.88)
Operating: Personnel Training	3,000.00	0.00	80.00	2,920.00
Operating: Postage	1,000.00	(845.66)	(1,688.02)	2,688.02
Operating: Professional Services	42,400.00	3,044.65	25,467.17	16,932.83
Operating: Purchase of Equipment	15,000.00	0.00	5,564.10	9,435.90
Operating: Rent	191,232.00	15,936.00	110,148.00	81,084.00
Operating: Telephone	17,000.00	1,931.94	7,948.36	9,051.64
Operating: Travel - Admin	13,000.00	209.24	755.70	12,244.30
Operating: Travel - Council & Committee	3,000.00	51.23	1,043.59	1,956.41
Operating: Utilities	17,000.00	1,125.56	6,120.15	10,879.85
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>65,597.43</u>	<u>448,801.88</u>	<u>325,166.12</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	431.47	37,178.46	33,935.54
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>431.47</u>	<u>37,178.46</u>	<u>33,935.54</u>
NET INCOME	<u>0.00</u>	<u>3,357.02</u>	<u>(90,169.19)</u>	<u>(90,169.19)</u>

WEST FL RPC
Balance Sheet
As of 4/30/2016

	Current Year
Assets	
Current Assets	
Operating Cash	453,873.99
Operating Reserves	348,353.35
Accounts Receivable	1,540,038.88
Prepaid Expenses	17,759.01
Total Current Assets	2,360,025.23
Long-term Assets	
Property & Equipment	31,660.67
Total Long-term Assets	31,660.67
Total Assets	2,391,685.90
Liabilities	
Short-term Liabilities	
Accounts Payable	62,306.13
Walton/Okaloosa/Santa Rosa RUA Payable	850.45
Deferred Revenue	174,711.44
Total Short-term Liabilities	237,868.02
Total Liabilities	237,868.02
Net Assets	
Net Assets	
Unrestricted	2,240,758.54
Total Net Assets	2,240,758.54
Current YTD Net Income	(86,940.66)
Total Net Assets	2,153,817.88
Total Liabilities and Net Assets	2,391,685.90

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 4/1/2016 Through 4/30/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	366,810.06	1,786,845.42	(1,217,828.58)
FTA Local Match	49,879.00	0.00	39,351.00	(10,528.00)
Project Fringe Reimbursement	0.00	14,709.16	23,982.04	23,982.04
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>381,519.22</u>	<u>1,850,178.46</u>	<u>(1,204,374.54)</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	0.00	52,761.00	(689.00)
Ind Exp Reimb	773,968.00	68,824.57	397,090.75	(376,877.25)
Interest and Misc Income	0.00	0.05	(67.40)	(67.40)
Total ADMIN REVENUE	<u>827,418.00</u>	<u>68,824.62</u>	<u>449,784.35</u>	<u>(377,633.65)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	129,211.56	758,676.97	701,558.03
Indirect Costs	773,968.00	68,824.57	397,090.75	376,877.25
Travel	80,000.00	4,048.18	70,253.30	9,746.70
Other Direct Expenses	722,686.00	167,684.34	597,555.45	125,130.55
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>369,768.65</u>	<u>1,823,576.47</u>	<u>1,213,312.53</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	37,250.36	278,270.01	102,440.99
Operating: Audit Fees	28,000.00	0.00	0.00	28,000.00
Operating: Current Accounting Fees	12,000.00	309.22	5,204.71	6,795.29
Operating: Education	3,000.00	0.00	564.00	2,436.00
Operating: Equipment Maintenance	1,500.00	0.00	570.00	930.00
Operating: Expend/Debt Ser/Cap Lease	3,875.00	1,194.00	9,372.33	(5,497.33)
Operating: General Insurance	16,500.00	3,777.00	12,112.79	4,387.21
Operating: Memberships & Subscriptions	14,900.00	4,542.25	21,390.94	(6,490.94)
Operating: Miscellaneous Expense	0.00	12.00	36.00	(36.00)
Operating: Office Expense	10,850.00	549.19	13,476.07	(2,626.07)
Operating: Personnel Training	3,000.00	0.00	80.00	2,920.00
Operating: Postage	1,000.00	(729.91)	(2,417.93)	3,417.93
Operating: Professional Services	42,400.00	5,069.80	30,536.97	11,863.03
Operating: Purchase of Equipment	15,000.00	0.00	5,564.10	9,435.90
Operating: Rent	191,232.00	15,936.00	126,084.00	65,148.00
Operating: Telephone	17,000.00	1,786.64	9,735.00	7,265.00
Operating: Travel - Admin	13,000.00	1,167.32	1,923.02	11,076.98
Operating: Travel - Council & Committee	3,000.00	196.01	1,239.60	1,760.40
Operating: Utilities	17,000.00	809.34	6,929.49	10,070.51
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>71,869.22</u>	<u>520,671.10</u>	<u>253,296.90</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	5,477.44	42,655.90	28,458.10
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>5,477.44</u>	<u>42,655.90</u>	<u>28,458.10</u>
NET INCOME	<u>0.00</u>	<u>3,228.53</u>	<u>(86,940.66)</u>	<u>(86,940.66)</u>

3



Agenda Item Number: 3

Meeting date: June 27, 2016

SUBJECT: Holmes/Washington Transportation Disadvantaged Board Membership Certification

BACKGROUND: The West Florida Regional Planning Council serves as the designated official planning agency for the combined Holmes-Washington County Transportation Disadvantaged Coordinating Board. Chapter 427, Florida Statutes requires the planning agency to certify the membership of each local coordinating board annually.

RECOMMENDED ACTION: Approval of a motion to authorize the WFRPC chairman to sign the Holmes/Washington Transportation Disadvantaged Board Membership Certification.

COORDINATING BOARD MEMBERSHIP CERTIFICATION

Holmes and Washington Counties, Florida

Name: West Florida Regional Planning Council
 Address: P. O. Box 11399, Pensacola, FL 32524-1399

The Designated Official Planning Agency named above hereby certifies to the following:

1. The membership of the Local Coordinating Board, established pursuant to Rule 41-2.012(3), FAC, does in fact represent the appropriate parties as identified in the following list; and
2. The membership represents, to the maximum extent feasible, a cross section of the local service area community.

REPRESENTATION	MEMBER	ALTERNATE	TERM
Co-Chairs Elected Officials	Lynn Gothard	Bobby Sasnett	
Elderly	Vacant	Vacant	
Disabled	Blanche Phillips	Janet Lawrence	2015-2018
Citizen Advocate	Vacant	Vacant	
Citizen Advocate/User	Jonita Taylor	Vacant	2015-2018
Veteran Services	Christopher Hyatt	Joey Marsh	
Community Action	Sandy Pritchard	Louis Barbee / Kathy Shull	
Local Public Education	Bill Lee	Vacant	
FDOT	Kathy Rudd	Vanessa Strickland	
FL Dept. of Children & Families	Rob Forbus	Vacant	
FL Dept. of Education	Amy Keith	Vacant	
FL Dept. of Elder Affairs	Linda Wood	Anita Ingersoll	
FL AHCA (Medicaid)	John Vinski	Medicaid Staff	
Children at Risk	Vacant	Vacant	
Private Transportation Industry	Randy Truette	Steve Connell	2016-2019
Mass/Public Transit	N/A	N/A	
Workforce Development Board	Rose Adams	Susan Grimes	
Local Medical Community	Vacant	Vacant	

SIGNATURE: _____ **TITLE:** _____

DATE: _____

4

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

5



Agenda Item Number: 5

Meeting date: June 27, 2016

SUBJECT: Holmes County State Housing Initiatives Partnership (SHIP) Agreement

BACKGROUND: WFRPC staff serves as the SHIP Administrator for Holmes County's SHIP program and the strategies contained in its Local Housing Assistance Plan (LHAP). These strategies assist the qualified families and homeowners with Housing Rehabilitation and Purchase Assistance (down payment and closing cost assistance). WFRPC currently provides this function for Holmes, Washington, and Walton Counties. Optional programs for Disaster Mitigation exist if needed and funding is available.

The current contract expires on June 30, 2016.

The expected distribution for Holmes County is \$1,050,000 over the three-year contract period.

FUNDING AMOUNT:

8% of SHIP distribution or \$84,000 for three years

FUNDING PERIOD:

July 1, 2016 through June 30, 2019

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign the agreement between Holmes County and WFRPC to serve as Administrator for Holmes County SHIP Program. Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or Kate.Daniel@wfrpc.org if additional information is needed.

AGREEMENT
BETWEEN
HOLMES COUNTY, FLORIDA
AND
THE WEST FLORIDA REGIONAL PLANNING COUNCIL

This Agreement entered into on _____, 2016, by **Holmes County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of P.O. Box 1260, DeFuniak Springs, FL 32425, and the **West Florida Regional Planning Council**, (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in the administration and implementation of the County's State Housing Initiatives Partnership Program, hereinafter referred to as SHIP.

The parties to this Agreement believe it is in the public interest and the purpose of this Agreement that the County and the Council jointly pledge their intention to cooperatively seek to implement the SHIP program as required under Chapter 420.907, Florida Statutes. The purpose of the SHIP program is to provide state funding to the County for the production and preservation of affordable housing. The County and Council agree as follows:

1.0 SCOPE OF SERVICES

1.01 The Council shall provide all staff services to the County to administer and implement the SHIP program. The services provided shall include but are not limited to the following: assistance to clients and those organizations/contractors providing services to SHIP, preparation of all required reports and advertisements; coordination with the Florida Housing Finance Agency to ensure compliance with program requirements; provision of staff services to the local Affordable Housing Advisory Committee; monitoring of the program's success and providing advice and recommendations for program improvement; and such other services as may be required to ensure successful implementation of the program.

1.02 Required services shall be made pursuant to and as required by section Chapter 420.907, Florida Statutes.

2.00 SCHEDULES AND TIME CONSTRAINTS

2.01 This Agreement shall be effective July 1, 2016, and shall remain in effect until June 30, 2019, unless (i) a party terminates this Agreement without Cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with Cause prior to such end date pursuant to Section 8.02.

2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required dates.

2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed work in a timely manner.

3.00 COMPENSATION

3.01 The Council will perform the Required Services described in Section 1.01 for eighty percent (80%) of the administrative distribution monies deposited into the County's Local Housing Assistance Trust Fund.

3.02 A fee of ten percent (10%) of the contracted amount, with a cap of \$1,500 per unit, will be paid out of the Substantial Rehabilitation Strategy and the Replacement Housing Strategy for housing inspections, bid specifications and contractor liaison.

3.03 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Section 3.01, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

4.01 Determination of the amounts payable to the Council shall be as stated in Section 3.00 of this Agreement.

4.02 The invoice will be signed by the Executive Director of the Council as to its correctness.

4.03 The invoice will be accompanied by a progress report and such other documentation as may reasonably be required by the County.

4.04 County's payment to the Council must be made within thirty (30) days after the County's receipt of a properly filed and correct invoice.

4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to its reasonable satisfaction.

5.00 WORK PRODUCTS

5.01 The Council shall provide the materials required to perform the Required Services listed in Section 1.01. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council is property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.

5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

6.00 COOPERATION

The following individuals shall be the primary contact persons under this Agreement.

Holmes County – [Sherry](#) Snell, Administrative Assistant, 107 E. Virginia Ave, Bonifay, FL 32425. Telephone (850) 547-1119, sherry@holmescountyfl.org.

West Florida Regional Planning Council – Mr. Austin Mount, Executive Director, Post Office Box, 11399, Pensacola, Florida 32524-1399, (850) 332-7976, austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 County and Council and their representatives elected officials, representatives, employees, agents, and officers shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The Council and the County agree to be fully responsible for their own acts or omissions which result

in claims or suits and agree to indemnify and hold the other party harmless for such acts or omissions. However, Council shall not be obligated to indemnify or hold County (or its elected officials, representatives, employees, agents and officers) harmless from and against any claim, demand, cost and damages relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

7.02 The County shall indemnify and hold the Council (and its elected officials, representative, employees, agents and officers) harmless for all claims, demands, costs and damages, including attorneys' fees, in connection with the County's methods and manner of implementation of Council's recommendations, designs, or interpretations. In addition, County shall indemnify and hold Council (and its elected officials, representatives, employees, agents and officers) harmless from and against all claims, demands, costs and damages, including attorneys' fees, relating in any manner to erroneous information provided by the County, its elected officials, representatives, employees, agents and officers.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without Cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$____N/A____ (the "Termination Fee").

8.02 Termination for Cause. If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination notice"). This Agreement shall terminate immediately upon receipt of a Termination Notice, the Council shall cease all performance under this agreement. At that

time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice.

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. Count must submit any objection to this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.0 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality in this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the implementation of the SHIP program, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

11.03 In accordance with Florida's Single Audit Act, the Council will create the required annual reports for the SHIP program and fully reconcile the reports with the County's ledger.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the County of Holmes, State of Florida.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council do hereby enter into this Agreement.

Chairman, Holmes County, Florida
Board of County Commissioners

Chairman, West Florida Regional
Planning Council

ATTEST: _____

ATTEST: _____

DATE: _____

DATE: _____

6



Agenda Item Number: 6

Meeting date: June 27, 2016

SUBJECT: Walton County State Housing Initiatives Partnership (SHIP) Agreement

BACKGROUND: WFRPC staff serves as the SHIP Administrator for Walton County's SHIP program and the strategies contained in its Local Housing Assistance Plan (LHAP). These strategies assist the qualified families and homeowners with Housing Rehabilitation and Purchase Assistance (down payment and closing cost assistance). WFRPC currently provides this function for Holmes, Washington, and Walton Counties. Optional programs for Disaster Mitigation exist if needed and funding is available.

The current contract expires on June 30, 2016.

The expected distribution for Walton County is \$1,097,000 over the three-year contract period.

FUNDING AMOUNT:

8% of SHIP distribution or \$87,760 for three years

FUNDING PERIOD:

July 1, 2016 through June 30, 2019

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign the agreement between Walton County and WFRPC to serve as Administrator for Walton County SHIP Program. Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or Kate.Daniel@wfrpc.org if additional information is needed.

AGREEMENT

BETWEEN

WALTON COUNTY, FLORIDA

AND

THE WEST FLORIDA REGIONAL PLANNING COUNCIL

This Agreement entered into on _____, 2016, by **Walton County, Florida**, (hereinafter referred to as the "County"), a political subdivision of the State of Florida with the address of P.O. Box 1260, DeFuniak Springs, FL 32425, and the **West Florida Regional Planning Council**, (hereinafter referred to as the "Council"), an agency of the State of Florida with the address of Post Office Box 11399, Pensacola, Florida 32524-1399. The purpose of this Agreement is to provide the basis under which the County and the Council agree to cooperate in the administration and implementation of the County's State Housing Initiatives Partnership Program, hereinafter referred to as SHIP.

The parties to this Agreement believe it is in the public interest and the purpose of this Agreement that the County and the Council jointly pledge their intention to cooperatively seek to implement the SHIP program as required under Chapter 420.907, Florida Statutes. The purpose of the SHIP program is to provide state funding to the County for the production and preservation of affordable housing. The County and Council agree as follows:

1.0 SCOPE OF SERVICES

1.01 The Council shall provide all staff services to the County to administer and implement the SHIP program. The services provided shall include but are not limited to the following: assistance to clients and those organizations/contractors providing services to SHIP, preparation of all required reports and advertisements; coordination with the Florida Housing Finance Agency to ensure compliance with program requirements; provision of staff services to the local Affordable Housing Advisory Committee; monitoring of the program's success and providing advice and recommendations for program improvement; and such other services as may be required to ensure successful implementation of the program.

1.02 Required services shall be made pursuant to and as required by section Chapter 420.907, Florida Statutes.

2.00 SCHEDULES AND TIME CONSTRAINTS

2.01 This Agreement shall be effective July 1, 2016, and shall remain in effect until June 30, 2019, unless (i) a party terminates this Agreement without Cause prior to such end date pursuant to Section 8.01 or (ii) a party terminates this Agreement with Cause prior to such end date pursuant to Section 8.02.

2.02 In regard to Required Services, the Council shall provide the County with project deliverables in a timely manner pursuant to their required dates.

2.03 The County shall promptly respond to Council's reasonable requests for information in order to allow the Council to perform the agreed work in a timely manner.

3.00 COMPENSATION

3.01 The Council will perform the Required Services described in Section 1.01 for eighty percent (80%) of the administrative distribution deposited into the County's Local Housing Assistance Trust Fund.

3.02 A fee of ten percent (10%) of the contracted amount, with a cap of \$1,500 per unit, will be paid out of the Substantial Rehabilitation Strategy for housing inspections, bid specifications and contractor liaison.

3.03 If either the Council or the County terminates this Agreement, the Council shall determine the unbilled amount of work performed up to and including the date of termination and will issue a final invoice for (i) such unbilled work, based on the amounts and rates provided in Section 3.01, and (ii) all amounts previously billed and unpaid.

4.00 METHOD OF PAYMENT

The parties will adhere to the following procedures concerning payment for Council's services under this Agreement:

4.01 Determination of the amounts payable to the Council shall be as stated in Section 3.00 of this Agreement.

4.02 The invoice will be signed by the Executive Director of the Council as to its correctness.

4.03 The invoice will be accompanied by a progress report and such other documentation as may reasonably be required by the County.

4.04 County's payment to the Council must be made in accordance with the Florida Prompt Payment Act.

4.05 The County may withhold payment until questions of accuracy and correctness are cleared up to its reasonable satisfaction.

5.00 WORK PRODUCTS

5.01 The Council shall provide the materials required to perform the Required Services listed in Section 1.01. Data and materials provided to the Council by the County remain the property of the County and shall be returned to the County upon termination of this Agreement or within thirty (30) days after County's written notice requesting the return of information. All other data and materials gathered, compiled or prepared by the Council is property of the Council and shall not be subject to disclosure to the County or other persons or entities, except to the extent required by law.

5.02 The parties acknowledge that this Agreement and related documents may be subject to disclosure pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to comply with Chapter 119, Florida Statutes, the other party may provide such documents as required by Chapter 119, Florida Statutes.

5.03 Council shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the Council shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Council does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Council or keep and maintain public records required by the public agency to perform the service. If the Council transfers all public records to the public agency upon completion of the contract, the Council shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of this contract, the Council shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

IF COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COUNCIL SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Genara Roop, Records Management Liaison Officer
161 E. Sloss Avenue
DeFuniak Springs, Florida 32433
850-892-8110
roogenara@co.walton.fl.us

6.00 COOPERATION

The following individuals shall be the primary contact persons under this Agreement.

Walton County – Mac Carpenter, AICP, Planning Manager, 47 N. 6th Street, DeFuniak Springs, Florida 32433. Telephone (850) 892-8157, carmac@co.walton.fl.us.

West Florida Regional Planning Council – Mr. Austin Mount, Executive Director, Post Office Box, 11399, Pensacola, Florida 32524-1399, (850) 332-7976, austin.mount@wfrpc.org.

7.00 HOLD HARMLESS

7.01 It is agreed by both parties that neither assumes any liability for the acts, omissions, and negligence of the other. Both parties shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this agreement. However, nothing contained herein shall constitute a waiver by County or Council of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract.

8.00 TERMINATION

8.01 Termination Without Cause. This Agreement may be terminated without Cause by either the County or the Council, by giving written notice to the other party sixty (60) calendar days before such

termination. Unless otherwise mutually agreed to in writing, the Council shall continue to perform its services during the sixty-day period preceding termination. Council shall be entitled to payment for services performed and expenses incurred through the date of termination, as well as a fee of \$_____N/A_____ (the "Termination Fee").

8.02 Termination for Cause. If either County or Council believes that an event has occurred that is described in Section 8.03 as "Cause," it shall provide the other party with written notice thereof (the "Cause Notice"). Upon receipt of a written assertion of the Cause Notice, the party in receipt of such notice shall have 15 calendar days after the receipt of the Cause Notice (the "Cure Period") to cure the asserted Cause. If the Cure Period expires without the curing of the Cause asserted for termination, the party alleging the occurrence of Cause shall notify the other party in writing of the failure to cure the asserted Cause and the termination of this Agreement (the "Termination notice"). This Agreement shall terminate immediately upon receipt of a Termination Notice, the Council shall cease all performance under this agreement. At that time, the Council shall be entitled to payment for services performed and expenses incurred as of the receipt of the Termination Notice.

8.03 "Cause" shall be defined as follows:

- a) County's non-payment of a correct invoice after ninety (90) days;
- b) The Council's noncompliance with the nondiscrimination provisions of this Agreement;
- c) Either party fails to comply with the requirements of Chapter 119, Florida Statutes, regarding the provision of public records;
- d) The provision of the Scope of Services becomes illegal, impractical or impossible through no fault of the Council or the County; or
- e) A material breach of this Agreement by either party.

8.04 Upon receipt of any termination notice, with or without cause, under this Section 8, the council shall have the right to send an invoice to the County with a non-binding estimate of fees and costs expected to be incurred by the Council through the date of termination, without prejudice to any invoice later submitted should actual charges differ from the estimated amounts. County must submit any objection to

this non-binding estimate to the Council in writing within ten (10) days of the County's receipt of such estimate.

9.00 SUPPLEMENTAL AND PRIOR AGREEMENTS

9.01 It is understood and agreed that no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the signed written agreement of the County and the Council, anything to the contrary in this Agreement notwithstanding.

9.02 This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to matters contained herein, and no deviations from this Agreement shall be predicated upon any prior representations of either party, whether oral or written.

10.0 MODIFICATION

10.01 This Agreement may only be modified, amended or altered by the mutual written consent of both parties in a document executed with the same formality in this Agreement.

11.00 AUDIT AND INSPECTION

11.01 To the extent relevant to the implementation of the SHIP program, the Council shall permit the County to inspect Council's payroll records, invoices, expense reports and other relevant financial data, and to audit the relevant books, records and accounts of the Council. The Council is audited on an annual basis by an independent accounting firm and by the State of Florida and federal agencies. Such reports shall be made available to the County upon written request.

11.02 Council shall maintain records of costs incurred under this Agreement for three (3) years and shall make the same available to the County upon written request.

11.03 In accordance with Florida's Single Audit Act, the Council will create the required annual reports for the SHIP program and fully reconcile the reports with the County's ledger.

12.00 NONDISCRIMINATION

12.01 The Council shall comply with federal regulations relative to nondiscrimination in federally assisted programs.

12.02 The Council will not discriminate on the grounds of race, color, religion, sex, age, handicap, marital status or national origin. The filing of a complaint of discrimination against the Council shall not be considered an act of discrimination until a final adjudication of discrimination has been made by a court of law.

12.03 The Council will provide all information and reports required by federal nondiscrimination regulations, or orders and instructions issued pursuant thereto, and will permit access to its records, accounts, other sources of information, and its facilities as may be relevant to ascertain compliance with such regulations, orders and instructions. Where any information required of the Council is in the exclusive possession of another who fails or refuses to furnish this information, the Council shall certify to the County and shall set forth what efforts Council has made to obtain this information.

13.00 GOVERNING LAW AND ATTORNEY FEES

13.01 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue of all disputes (if any) shall be in the County of Walton, State of Florida.

13.02 Should Walton County take any action to enforce any term or provision of this Agreement, including, but not limited to, litigation, then all reasonable litigation and collection expenses, witness fees, expert witness fees, court costs and reasonable attorneys' fees shall be paid to Walton County by the Council.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the County and the Council do hereby enter into this Agreement.

Sara Comander, Chair
Board of County Commissioners
Walton County, Florida

Chairman, West Florida Regional
Planning Council

ATTEST: _____
Alex Alford, Clerk of Circuit Court
And County Comptroller

ATTEST: _____

DATE: _____

DATE: _____

7



Agenda Item Number: 7

Meeting date: June 27, 2016

SUBJECT: 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

BACKGROUND: The Staff Services Agreement outlines the responsibilities of the West Florida Regional Planning Council staff in maintaining and carrying out the administrative and technical support for the Okaloosa Transit Cooperative.

An Amendment to the Agreement is needed in order to clarify the payment terms. Section IV-Cost and Payment of the Agreement has been modified to reflect that the fee is a fixed-rate, flat fee billable monthly.

Attached are the following:

- Resolution 2016-04 authorizing signature of the Amendment
- proposed Amendment
- a copy of the executed Agreement for Professional Staff Services by and between the West Florida Regional Planning Council and Okaloosa County for the Okaloosa Transit Cooperative

RECOMMENDED ACTION: Approval 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. Please contact Vikki Garrett at 800-226-8914 x211 or vikki.garrett@wfrpc.org if additional information is needed.

RESOLUTION WFRPC 2016-04

**A RESOLUTION OF THE WEST FLORIDA REGIONAL
PLANNING COUNCIL AUTHORIZING AN 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**

WHEREAS, the West Florida Regional Planning Council, which is organized and exists under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes; and

WHEREAS, the West Florida Regional Planning Council has, in the past, provided the primary staff and technical support for the transportation planning process for the Fort Walton Beach-Navarre-Wright Urbanized Area, and presently maintains professional staff to perform such administrative and technical support; and

WHEREAS, the parties to this agreement desire to participate cooperatively and on a continuing basis in a coordinated, comprehensive transportation planning process to assure that all modes of transport of people and goods will be properly considered in developing plans to meet the needs of the Fort Walton Beach-Navarre-Wright Urbanized Area;

NOW, THEREFORE, BE IT RESOLVED THAT: The West Florida Regional Planning Council authorizes the vice chairman or his designee to amend the Agreement for Professional Staff Services by and between the West Florida Regional Planning Council and Okaloosa County for the Okaloosa Transit Cooperative to reflect that the fee is a fixed-rate, flat fee, billable monthly.

Duly passed and adopted by the West Florida Regional Planning Council on this 27th day of June 2016.

WEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Kurvin Qualls, Vice Chairman

ATTEST: _____
Austin L. Mount, Executive Director
West Florida Regional Planning Council



- DRAFT -
AMENDMENT
TO THE
AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
WEST FLORIDA REGIONAL PLANNING COUNCIL
AND
OKALOOSA COUNTY, FLORIDA
FOR THE
OKALOOSA TRANSIT COOPERATIVE

This AMENDMENT is effective March 1, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as the Planning Council) and Okaloosa County, Florida (hereinafter referred to as the County).

The Agreement is now amended to reflect the following for Section IV – Cost and Payment.

IV. COST AND PAYMENT

The County shall provide the required funds to meet staffing costs of the Planning Council as documented and referenced below. The Planning Council shall submit invoices to the County for work completed on a monthly basis in the amount of 2,666.67 per month for a not to exceed amount of \$32,000 per year. ~~which will include a status report of the work performed for the identified month, all hours worked, hourly rates of the workers, travel, and other relevant expenses. If no work is performed for a month, the Planning Council will provide in writing the beginning and ending dates of the month for which no work was performed.~~

This is a fixed-rate, flat fee contract billable monthly. The invoice will entail a description of work performed for that month. Invoices will be submitted for review and approval for processing to:

Emerald Coast Rider
Attn: Janet Willis
600 Transit Way
Fort Walton Beach, FL 32547-5070
Phone: 850-609-7003

Subject to receipt of an invoice from the Planning Council, the County will pay the Planning Council within thirty (30) days of receiving such invoice from the Planning Council. Annual cost of services is \$64,000 for Year 1 and \$64,000 for Year 2.

The Planning Council will contribute \$32,000 per year using Federal Transit Administration (FTA) 5305 funds and the County will be invoiced. Fees for additional years will be re-negotiated.

Funding	Year 1	Year 2
Planning Council contribution (FTA 5305 funds)	\$32,000	\$32,000
Okaloosa County contribution	\$32,000	\$32,000
Total	\$64,000	\$64,000

Amendments of this Agreement may be initiated by the County or the Planning Council. Amendments shall be formally approved by the County and the Planning Council in written form and shall be incorporated as part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

ATTEST:

WEST FLORIDA REGIONAL
PLANNING COUNCIL

Austin L. Mount
Executive Director

Kurvin Qualls, Vice Chairman

ATTEST:

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

J.D. Peacock II
Clerk of Court

Charles K. Windes, Jr.
Chairman

RESOLUTION WFRPC 2016-01

A RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR PROFESSIONAL STAFF SERVICES BY AND BETWEEN THE WEST FLORIDA REGIONAL PLANNING COUNCIL AND OKALOOSA COUNTY FOR THE OKALOOSA TRANSIT COOPERATIVE

WHEREAS, the Planning Council, which is organized and exists under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes; and

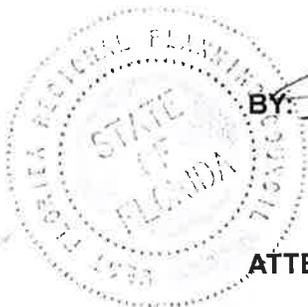
WHEREAS, the Planning Council has in the past, provided the primary staff and technical support for the transportation planning process for the Fort Walton Beach-Navarre-Wright Urbanized Area, and presently maintains professional staff to perform such administrative and technical support; and

WHEREAS, the parties to this agreement desire to participate cooperatively and on a continuing basis in a coordinated, comprehensive transportation planning process to assure that all modes of transport of people and goods will be properly considered in developing plans to meet the needs of the Fort Walton Beach-Navarre-Wright Urbanized Area;

NOW, THEREFORE, BE IT RESOLVED THAT: The West Florida Regional Planning Council authorizes the Chairman or his designee to execute the Agreement for Professional Staff Services by and between the West Florida Regional Planning Council and Okaloosa County for the Okaloosa Transit Cooperative. Services include but not limited to: preparing agendas, providing minutes, advertising meetings, etc.

Duly passed and adopted by the West Florida Regional Planning Council on this 16th day of February 2016.

WEST FLORIDA REGIONAL PLANNING COUNCIL



BY:  FOR
Thomas Abbott, Chairman

ATTEST: 
Austin L. Mount, Executive Director
West Florida Regional Planning Council



**AGREEMENT FOR PROFESSIONAL STAFF SERVICES
BY AND BETWEEN THE
WEST FLORIDA REGIONAL PLANNING COUNCIL
AND
OKALOOSA COUNTY, FLORIDA
FOR THE
OKALOOSA TRANSIT COOPERATIVE**

THIS AGREEMENT is entered into this 1st day of March, 2016 by and between the West Florida Regional Planning Council (hereinafter referred to as the Planning Council) and Okaloosa County, Florida (hereinafter referred to as the County).

W I T N E S S E T H:

WHEREAS, the Planning Council, which is organized and exists under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes;

WHEREAS, the Planning Council has in the past, provided the primary staff and technical support for the transportation planning process for the Fort Walton Beach-Navarre-Wright Urbanized Area, and presently maintains professional staff to perform such administrative and technical support;

WHEREAS, the Federal Government, under authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5305(d), requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the parties to this Agreement desire to participate cooperatively and on a continuing basis in a coordinated, comprehensive transportation planning process to assure that all modes of transport of people and goods will be properly considered in developing plans to meet the needs of the Fort Walton Beach-Navarre-Wright Urbanized Area;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein set forth, the parties do hereby agree as follows:

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of the Planning Council and the County in performing the professional staff functions relative to the Okaloosa Transit Cooperative, and to describe the procedures under which the services will be carried out. The process is defined as the professional services deemed necessary to carry out the terms of the Agreement.

II. TECHNICAL RESPONSIBILITIES

- A. The Planning Council Staff assigned to the Okaloosa Transit Cooperative will be supervised by and report to the Planning Council's Transportation Planning Manager and will be subject to the same benefits package, policies and procedures of all Planning Council employees.
- B. The Planning Council staff, shall provide professional, technical and administrative assistance to the members of the Okaloosa Transit Cooperative meetings, which shall include, but not be limited to the following:
 - 1. Preparing agendas;
 - 2. Providing minutes; and
 - 3. Advertising meetings

III. ADMINISTRATIVE RESPONSIBILITIES

- A. The Planning Council shall be responsible for providing staff support and coordination for the Okaloosa Transit Cooperative.
- B. The Planning Council shall maintain all files for the Okaloosa Transit Cooperative in compliance with Chapter 119, Florida Statutes. Their files may include the following:
 - 1. All correspondence;
 - 2. All contracts;
 - 3. All meeting minutes;
 - 4. Membership roster and mailing addresses;
 - 5. Bylaws; and
 - 6. All accounting/bookkeeping records.
- C. The Planning Council shall be responsible for arranging all meetings of the Okaloosa Transit Cooperative to include the following:
 - 1. Preparation and emailing of all meeting notices and agendas to all appropriate persons;
 - 2. Recording the proceedings of all meetings, preparing minutes and emailing such minutes out to Okaloosa Transit Cooperative members prior to succeeding meetings; and
 - 3. Emailing out all other information pertinent to the transportation/transit planning process.
- D. At the direction of the County, the Planning Council shall direct and cooperate with any consultants hired by the County.

- E. The Planning Council may subcontract the County and Okaloosa Transit Cooperative work, as required, with the approval of the County.

IV. COST AND PAYMENT

The County shall provide the required funds to meet staffing costs of the Planning Council as documented and referenced below. The Planning Council shall submit invoices to the County for work completed on a monthly basis, which will include a status report of the work performed for the identified month, all hours worked, hourly rates of the workers, travel, and other relevant expenses. If no work is performed for a month, the Planning Council will provide in writing the beginning and ending dates of the month for which no work was performed.

Subject to receipt of an invoice from the Planning Council, the County will pay the Planning Council within thirty (30) days of receiving such invoice from the Planning Council. Annual cost of services is \$64,000 for Year 1 and Year 2.

The Planning Council will contribute \$32,000 per year using Federal Transit Administration (FTA) 5305 funds and the County will be invoiced approx. \$2,666.67 per month for a not to exceed amount of \$32,000 per year. Fees for additional years will be re-negotiated.

Funding	Year 1	Year 2
Planning Council contribution (FTA 5305 funds)	\$32,000	\$32,000
County contribution	\$32,000	\$32,000
Total	\$64,000	\$64,000

V. DURATION OF AGREEMENT AND TERMINATION WITHOUT CAUSE

Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue for a term of two (2) years from the date of full execution as long as Okaloosa County is the direct recipient of the Federal Transit Administration (FTA) funds for the Fort Walton Beach-Navarre-Wright Urbanized Area and the Planning Council is the recipient of the FTA 5305 transit planning funds.

This Agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least sixty (60) days prior to the intended date of withdrawal; provided financial obligations continue as to work performed up to and including date of withdrawal and unavoidable expenses after that date.

VI. AMENDMENT OF AGREEMENT

Amendments of this Agreement may be initiated by the County or the Planning Council. Amendments shall be formally approved by the County and the Planning Council in written form and shall be incorporated as part of the Agreement.

VII. STANDARD PROVISIONS

A. Subcontracting

The Planning Council shall perform or shall subcontract the work to be performed hereunder which is budgeted as the County's direct responsibility.

B. Third Party Contracts

Except as otherwise authorized in writing by the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration, the Planning Council shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration. Subletting of consultant contracts shall be in accordance with the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended from time to time.

C. Default and Termination or Suspension.

1. Termination or Suspension Generally. If the Planning Council abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution or timely completion of the Project by the Planning Council is rendered improbable, infeasible, impossible or illegal, the County may, by written notice to the Planning Council, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the County may terminate any or all of its obligations under this Agreement.
2. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the Planning Council shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep the costs at a minimum; and (2) furnish a statement of the status of the Project activities and of the

Project accounts as well as a proposed schedule, plan and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings, the cost of which are otherwise includable as Project costs. The closing out shall be carried out in conformity with the latest schedule, plan and budget as approved by the County or upon the basis of terms and conditions imposed by the County upon the failure of the Planning Council to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Planning Council or the closing of Federal financial participation in the Project shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

D. Audit and Inspection of Records

1. The Planning Council shall maintain records and supporting documents as prescribed in federal and state requirements, including but not limited to Title 23 Code of Federal Regulations Part 420, Title 49 Code of Federal Regulations Part 18, and Chapter 119, Florida Statutes.
2. All records pertinent to the Agreement shall be retained by the Planning Council for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim or audit is started before the expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
3. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Project and all other applicable laws and regulations.
4. The Planning Council shall allow access to its records at reasonable times to the County, its employees and agents, to the Federal Highway Administration, its employees and agents, the Federal Transit Administration, its employees and agents, and the Florida Department of Transportation, its employees and agents. "Reasonable" shall be construed to mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County, the Federal Highway Administration, Federal Transit Administration, and the Florida Department of Transportation.

E. Equipment

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have prior written approval of the Florida Department of

Transportation, the Federal Highway Administration, and/or Federal Transit Administration and must be in accordance with the requirements of Title 49 Code of Federal Regulations Part 18.

F. Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of the United States Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, relative to approval of travel, report publication provisions, rental of space or equipment, and indirect costs. All reports published by the County or Planning Council which were funded wholly or in part by Title 23 United States Code Section 134 or Title 49 United States Code Section 5305 funds shall contain the credit, "The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104] of Title 23, United States Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

G. Nondiscrimination

1. Compliance with Regulations. The Planning Council shall comply with the regulations of the U.S. Department of Transportation relative to the nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulations Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Planning Council, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Planning Council will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the Planning Council for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the Planning Council of obligations under this Agreement and the Regulations

relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, familial status, religious status, marital status, sexual orientation or gender identity.

4. Information and Reports. The Planning Council will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, and/or Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Planning Council is in the exclusive possession of another who fails or refuses to furnish this information, the Planning Council shall certify to the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions of Noncompliance. In the event of the Planning Council's noncompliance with the nondiscrimination provisions of this Agreement, the County shall impose such sanctions as it may determine to be appropriate, including, but not limited to, withholding of payments to the Planning Council under this Agreement until the Planning Council complies; and/or cancellation, termination or suspension of this Agreement, in whole or in part.
6. Incorporation of Provisions. The Planning Council will include the provisions of Paragraphs 1 through 4 in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The Planning Council will take such action with respect to any subcontractor or procurement as the Florida Department of Transportation, Federal Highway Administration and/or Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however that, in the event the Planning Council becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Planning Council may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

H. Training

The use of Title 23 United States Code Section 134 or Title 49 United States Code Section 5305 funds for training of employees of the Planning Council shall

be in accordance with the requirements of 49 Code of Federal Regulations, Part 18.

I. Prohibited Interests

The Planning Council shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Planning Council during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

This provision shall not be applicable to any agreement between the Planning Council and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

VIII. LIABILITY

The Planning Council hereby agrees to hold harmless the County, 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 Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement. However, the Planning Council has no obligation to indemnify the County for acts or omissions required or directed by the County.

IX. ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the County. However, the preceding sentence does not restrict the Planning Council from entering into subcontracts for the performance of the Planning Council's obligations.

X. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Chairperson of the Okaloosa County Board of County Commissioners shall represent and act for the County and the Executive Director of the Planning Council shall represent and act for the Planning Council.

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 Escambia 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 Escambia 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. COMPLETE CONTRACT

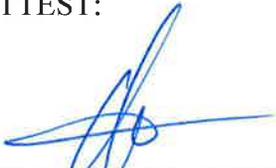
This Agreement constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by parties hereto.

XIII. EFFECTIVE DATE

This Agreement is effective on the 1st day of March 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:



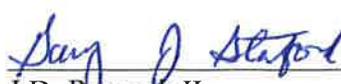
Austin Mount
Executive Director

WEST FLORIDA REGIONAL
PLANNING COUNCIL



Thomas Abbott
Chairman

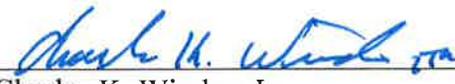
ATTEST:



J.D. Peacock II
Clerk of Court



OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS



Charles K. Windes, Jr.
Chairman



8



Agenda Item Number: 8

Meeting date: June 27, 2016

SUBJECT: Revision of Rules of the West Florida Regional Planning Council

BACKGROUND: An update to the Rules of the West Florida Regional Planning Council was adopted on January 12, 2015.

A review of the Rules of the WFRPC is needed to accommodate Florida Statute, and to account for necessary changes to accommodate the new direction of the organization.

Austin Mount, Executive Director, has made proposed revisions and suggestions to the Rules of the WFRPC for the board to consider adopting. The revisions allow for greater clarification of roles and responsibilities of the Board, the Executive Director, and Council staff. In addition, the proposed revisions take into consideration any updates to Florida Statutes that govern Regional Planning Councils.

This item was on the April, 2016 meeting agenda for consideration. At that time the board requested staff to bring the item back at a later date pending legal review. A copy of the Rules of the WFRPC has been provided to WFRPC counsel.

Attached are the following:

- Resolution WFRPC 2016-03
- Strike-thru/Underline proposed revisions from Austin Mount, Executive Director
- Comments provided by legal counsel

RECOMMENDED ACTION: Approval and authorization for the WFRPC chairman to sign Resolution 2016-03 revising the Rules of the WFRPC. Please contact Mr. Austin Mount, WFRPC Executive Director, at 1-800-226-8914, Extension 201 or Austin.Mount@wfrpc.org if additional information is needed.

RESOLUTION WFRPC 2016-03

**A RESOLUTION OF THE WEST FLORIDA REGIONAL
PLANNING COUNCIL REVISING THE RULES OF THE
WEST FLORIDA REGIONAL PLANNING COUNCIL**

WHEREAS, the West Florida Regional Planning Council was formed in 1964 by the Florida Legislature under Chapter 186, of the Florida Statutes; and

WHEREAS, Chapter 186 of Florida Statute authorizes the West Florida Regional Planning Council to establish and adopt Rules of Procedures; and

WHEREAS, the Rules of the West Florida Regional Planning Council were last revised on January 12, 2015; and

WHEREAS, the West Florida Regional Planning Council board has reviewed the proposed changes to the Rules:

NOW, THEREFORE, BE IT RESOLVED THAT: the West Florida Regional Planning Council hereby revises the Rules of the West Florida Regional Planning Council.

Duly passed and adopted by the West Florida Regional Planning Council on this 18th day of April 2016.

WEST FLORIDA REGIONAL PLANNING COUNCIL

BY: _____
Thomas Abbott, Chairman

ATTEST: _____
Austin L. Mount, Executive Director
West Florida Regional Planning Council



**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.

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 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.

- (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.

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 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.

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.
- (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 rate on or prior to the September meeting. The cost of the membership to participating governmental units shall be a base fee plus a per capita calculation.~~
 - (b) Request. ~~Annual requests for membership participation shall be submitted to local 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.~~
- (2) 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.
- (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, the Finance Director, and other Department Directors as ~~or Senior Planners~~ designated by the Executive Director.

- (6) Fidelity Bonds. A Fidelity Bond shall be obtained to cover the positions of the Executive Director, the Finance Director, Department Directors, Senior Planners, and finance staff. The amount of bond shall not be less than \$100,000.00.
- (7) 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.
- (8) 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.
- (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 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 coincide 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 Standards of Conduct 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**

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 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?

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.~~

(44) 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, the Finance Director, and other Department Directors as ~~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 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.

(10+0) 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 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, coincideing 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.

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.

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9



Agenda Item Number: 9

Meeting date: June 27, 2016

SUBJECT: Election of Chairman and Vice Chairman to Serve through September 30, 2016

BACKGROUND: Section 1.005 of the Rules of the WFRPC states:

“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. 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.

The term of office shall be for 1 year or until re-elected or until a successor is selected. New officers shall assume the duties of office 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”.

Mayor Thomas Abbott did not run for re-election this year, thus creating a vacancy for WFRPC chairman. Election of a new chair and/or vice-chair is needed at this time, to complete the term that ends September 30, 2016.

Attached is the following:
WFRPC Membership Roster

RECOMMENDED ACTION: Election of chair and/or vice chair to complete the current terms of office (October 1, 2015 – September 30, 2016).



WFRPC Membership

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