

1 Introduced by Councilman Cook:
2
3

4 RESOLUTION 87-613-148

5 A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING
6 THE MAYOR AND CORPORATION SECRETARY TO EXECUTE
7 AN AMENDMENT TO THE INTERLOCAL AGREEMENT WHICH
8 CREATED THE NORTHEAST FLORIDA REGIONAL PLANNING
9 COUNCIL; PROVIDING AN EFFECTIVE DATE.
10

11 WHEREAS, the Northeast Florida Regional Planning Council was created by an
12 Interlocal Agreement and operates in accordance with Rule 29D-1, F.A.C., which was
13 signed by the seven counties in the region of its authority; and

14 WHEREAS, the Northeast Florida Regional Planning Council recognized
15 discrepancies in compatibility of the Interlocal Agreement and Rule 29D-1; and

16 WHEREAS, the Northeast Florida Regional Planning Council at its regularly
17 scheduled meeting on April 2, 1987, voted to amend the Interlocal Agreement and
18 authorize staff to amend Rule 29D-1 to make each compatible with the other; and

19 WHEREAS, the Council wishes to adopt this amendment; now, therefore

20 BE IT RESOLVED by the Council of the City of Jacksonville:

21 Section 1. The Council hereby adopts that certain amendment to the Interlocal
22 Agreement which created the Northeast Florida Regional Planning Council. The
23 Mayor and Corporation Secretary are hereby authorized and directed to execute said
24 amendment on behalf of Duval County. A copy of the amendment in substantially the
25 form to be executed is attached hereto as Exhibit A and by this reference made a
26 part hereof.
27
28
29

1 **Section 2.** This resolution shall become effective upon signature by the Mayor
2 or upon becoming effective without the Mayor's signature.

3
4 Form Approved:

5
6 Phillip S. Cope
7 Legislative Counsel

8
9 Resos# 12/lmt

AMENDMENT TO INTERLOCAL
AGREEMENT CREATING THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

THIS AMENDMENT TO AGREEMENT, made and entered into
this _____ day of _____, 1987 by and between:

BAKER COUNTY

CLAY COUNTY

DUVAL COUNTY

FLAGLER COUNTY

NASSAU COUNTY

PUTNAM COUNTY

and

ST. JOHNS COUNTY

W I T N E S S E T H:

WHEREAS, the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council (COUNCIL), and

WHEREAS, each county is to be represented by four appointed representatives, two of which shall be elected representatives of the governing body of each member government, one of which shall be an elected municipal representative from each member government, and one (1) additional representative from each member government, and

WHEREAS, such Interlocal Agreement provided that the Governor shall appoint nine members of such COUNCIL with seven of the nine members being from each of the seven counties and the two additional members being a County Commissioner of such counties, and

WHEREAS, member government may desire to appoint or a participating member unit may desire to recommend a person to represent them who is not an elected representative in order to assure that the interests of the governing body of the member government or participating member unit are fully represented, and

WHEREAS, it is desirable to clarify the mechanism by which participating member units gain representation on the COUNCIL, and

WHEREAS, it is desirable that such persons selected to represent either the member government or participating unit reside within the boundaries of the local governmental entity they represent, and

WHEREAS, the officers of the COUNCIL consist of a chairman, vice-chairman, and a secretary-treasurer, and

WHEREAS, it is desirable to add the position of second vice-chairman in order to assure adequate and continued leadership of the COUNCIL, now therefore,

IN CONSIDERATION of the mutual promises, covenants and benefits to accrue from conduct of a comprehensive regional planning process, the member governments do hereby covenant and agree as follows:

1. Subsection 4.1. is amended, new Subsection 4.b. is created, Subsections 4.b. and 4.c. are renumbered as Subsections 4.c. and 4.d. respectively, and Subsection 4.d. is repealed of such interlocal agreement to read as follows:

(a) Each member government shall have four (4) appointed representatives, two (2) of which shall be elected representatives of the governing body of each of the member governments; however, each member government shall have the option of appointing a person who resides within the boundaries of the member government to represent one of the positions who is not an elected representative of the governing body of that member government not compensated by that governing body; one (1) of which shall be an elected municipal representative of a participating member unit from each member government; however, each municipality which is represented shall have the option of recommending a person who resides within the boundaries of the municipality to represent them who is not an elected municipal representative; and one (1) additional representative from each member government who will be a gubernatorial appointee.

The total number of appointed representatives on the COUNCIL shall be twenty-eight (28) inclusive of the nine (9) gubernatorial appointments.

(b) Municipal representatives from the participation member units shall be appointed by the governing body of the member governments. The municipal representative shall be selected and appointed from among the recommendations provided by the governing bodies of each municipality making such recommendation. In any event, the appointment of the municipal representative from each member government shall be at the sole discretion of the governing body of the member government.

(c) The Governor of the State of Florida shall appoint a maximum of nine (9) voting members. Each member government in the region shall have at least one (1) representative appointed by the Governor.

Two (2) of the nine (9) of the Governor's appointments shall have their place of residence in the same county, provided however, that one (1) of the two (2) such appointments in the same county shall be a County Commissioner.

(d) Five (5) member governments shall appoint two (2) elected representatives from their respective governing body while two (2) member governments shall appoint one (1) elected representative from their respective governing body.

2. A new Subsection 5.c., Officers, is hereby created and former Subsection 5.c. and 5.d. are renumbered as Subsections 5.d. and 5.e., respectively, as follows:

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

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

(e) The original officers shall be elected at the first regular meeting of the COUNCIL and shall serve until the first annual election meeting as determined in Section 6.a.

3. This Amendment to Agreement shall be effective upon execution by member governments.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this Amended Agreement to be executed and their signature to be affixed by their respective Chairman or chief official as of the day and year first above written.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Chairman

Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Chairman

Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Chairman

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Mayor

Attest: _____
City of Jacksonville
Corporation Secretary

Form approved:

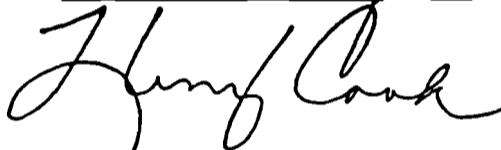
Assistant Counsel

RESOLUTION 87-613-148

CERTIFICATE OF AUTHENTICATION

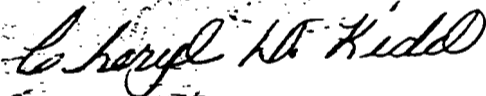
DECLARED AN EMERGENCY MEASURE AND
ADOPTED BY THE COUNCIL

April 28, 1987



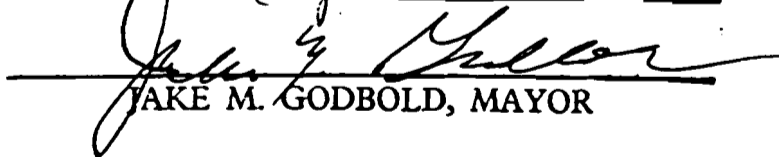
HENRY COOK
COUNCIL PRESIDENT

ATTEST:



CHERYL D. KIDD
ASST. COUNCIL SECRETARY-
LEGISLATIVE RECORDS

APPROVED May 8, 1987


JAKE M. GODBOLD, MAYOR

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing are a true and correct copy of Resolution 87-613-148 adopted by the Council of the City of Jacksonville, Florida, and a true and correct copy of a Certificate of Authentication relating thereto, which Resolution became effective at the time and in the manner set forth in the Certificate of Authentication.

WITNESS MY HAND and the Seal of the City of Jacksonville, Florida, this 2nd day of December, 1987.

ATTEST:



CHERYL D. KIDD
SECRETARY OF THE COUNCIL

RESOLUTION
AMENDING INTERLOCAL AGREEMENT
CREATING THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

WHEREAS, the State of Florida has by law, Chapter 160 Florida Statutes, authorized the creation of Regional Planning Councils throughout the state, and

WHEREAS, the Secretary of the Department of Administration of the State of Florida has designated the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns as State Planning District 4, and

WHEREAS, the Board of County Commissioners of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns approved, via interlocal agreement, the reestablishment of the Northeast Florida Regional Planning Council pursuant to Chapter 160 Florida Statutes, and

WHEREAS, the Council now finds that due to the geographic distribution of the Governor's appointments, Section 4. Membership, Voting and Term of Office of the agreement needs to be amended for the period October 1, 1980 through October 1, 1983, and

WHEREAS, the attached amendment to the Interlocal Agreement creating the Northeast Florida Regional Planning Council pursuant to Chapter 160 Florida Statutes is consistent with the current board composition of thirty (30) members and allows for reducing the board members to twenty-eight (28) over the next three years,

NOW THEREFORE BE IT RESOLVED by the Nassau County Board of County Commissioners that:

1. The attached amendment to the Interlocal Agreement creating the Northeast Florida Regional Planning Council pursuant to Chapter 160 Florida Statutes is hereby approved, and

2. The Chairman of the Nassau County Board of County Commissioners is hereby authorized to execute said amendment to the Interlocal Agreement on behalf of the Board of County Commissioners.

ADOPTED this 10th day of March, 1981.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By

G. H. Hines
Clerk

By

John F. Armstrong, Jr.
Chairman

RESOLUTION
AMENDING INTERLOCAL AGREEMENT
CREATING THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

WHEREAS, the State of Florida has by law, Chapter 160 Florida Statutes, authorized the creation of Regional Planning Councils throughout the state, and

WHEREAS, the Secretary of the Department of Administration of the State of Florida has designated the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns as State Planning District 4, and

WHEREAS, the Board of County Commissioners of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns approved, via interlocal agreement, the reestablishment of the Northeast Florida Regional Planning Council pursuant to Chapter 160 Florida Statutes, and

WHEREAS, the Council now finds that due to the geographic distribution of the Governor's appointments, Section 4. Membership, Voting and Term of Office of the agreement needs to be amended for the period October 1, 1980 through October 1, 1983, and

WHEREAS, the attached amendment to the Interlocal Agreement creating the Northeast Florida Regional Planning Council pursuant to Chapter 160 Florida Statutes is consistent with the current board composition of thirty (30) members and allows for reducing the board members to twenty-eight (28) over the next three years,

NOW THEREFORE BE IT RESOLVED by the Nassau County Board of County Commissioners that:

1. The attached amendment to the Interlocal Agreement creating the Northeast Florida Regional Planning Council pursuant to Chapter 160 Florida Statutes is hereby approved, and

2. The Chairman of the Nassau County Board of County Commissioners is hereby authorized to execute said amendment to the Interlocal Agreement on behalf of the Board of County Commissioners.

ADOPTED this 10th day of March, 1981.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By

G. Freeman
Clerk

By

John F. Armstrong Sr.
Chairman

FIRST AMENDMENT TO INTERLOCAL
AGREEMENT CREATING THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into
this _____ day of _____, 1981 by and between:

BAKER COUNTY
CLAY COUNTY
DUVAL COUNTY
FLAGLER COUNTY
NASSAU COUNTY
PUTNAM COUNTY
and
ST. JOHNS COUNTY

W I T N E S S E T H :

WHEREAS, the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council, and

WHEREAS, each county is to be represented by four appointed representatives, two of which shall be elected representatives of the governing body of each member government, one of which shall be an elected municipal representative from each member government, and one (1) additional representative from each member government, and

WHEREAS, such Interlocal Agreement provided that the Governor shall appoint nine members of such Council with seven of the nine members being from each of the seven counties and the two additional members being a County Commissioner of such counties, and

WHEREAS, the Governor has appointed three representatives from Duval County who are not elected representatives of the governing body of Duval County, and

WHEREAS, two elected representatives of the governing body of Duval County and one elected municipal representative from Duval County other than the City of Jacksonville will benefit the orderly conduct of business of the Council and will be con-

sistent with the membership of other counties in the Council, now therefore,

IN CONSIDERATION of the mutual promises, covenants and benefits to accrue from conduct of a comprehensive regional planning process, the member governments do hereby covenant and agree as follows:

1. Paragraph 4, Membership, Voting and Term of Office, of such Interlocal Agreement shall be amended for Duval County such that until September 30, 1982 Duval County shall have six representatives, two of which shall be elected representatives of the governing body of Duval County, one of which shall be an elected municipal representative of Duval County other than the City of Jacksonville, and three additional representatives appointed by the Governor. Until September 30, 1982, the Council shall have thirty members.

2. Paragraph 4, Membership, Voting and Term of Office, of the Interlocal Agreement shall be amended for Duval County such that for the period October 1, 1982 until October 1, 1983, Duval County shall have five representatives, two of which shall be elected representatives of the governing body of Duval County, one of which shall be an elected municipal representative from Duval County other than the City of Jacksonville, and two additional representatives from Duval County. From October 1, 1982 until October 1, 1983, the Council shall have twenty-nine members.

3. During the term of this Amendment, Duval County shall have equal representation with other counties consistent with Paragraph 4 of the Interlocal Agreement, as amended. In the event more than four representatives from Duval County are present during a vote of the Council, each representative of Duval County shall have a fractional vote such that the total of all votes from Duval County shall have equal representation with other counties consistent with paragraph 4 of the Interlocal Agreement.

4. This First Amendment to Agreement shall be effective upon execution by member government and shall be effective until

October 1, 1983. On October 1, 1983, the terms and conditions of this Amendment shall terminate.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remains in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this Amended Agreement to be executed and their signature to be affixed by their respective Chairman or chief official as of the day and year first above written.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONER

Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONER

Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONER

John F. Armstrong Sr.

Chairman

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Mayor

Attest: _____
City of Jacksonville
Corporation Secretary

Form Approved:

Assistant Counsel

INTERLOCAL AGREEMENT
CREATING THE NORTHEAST FLORIDA
REGIONAL PLANNING COUNCIL

THIS AGREEMENT made and entered into the months of October and November 1980, pursuant to authority of Section 160.04 Florida Statutes, by and between

BAKER COUNTY,
CLAY COUNTY,
DUVAL COUNTY,
FLAGLER COUNTY,
NASSAU COUNTY,
PUTNAM COUNTY,
and
ST. JOHNS COUNTY

WITNESSETH:

WHEREAS, the Florida Regional Planning Council Act, Chapter 160, Florida Statutes, mandates the creation of a Regional Planning Council in each of the several comprehensive planning districts of the state; and,

WHEREAS, the Executive Office of the Governor has designated that Comprehensive Planning District IV shall be comprised of the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns; and

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

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

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

WHEREAS, the Executive Office of the Governor of the State of Florida is required by Part I of Chapter 23, Florida Statutes, to integrate

the services and plans of local governments and regional planning agencies into the State planning process through the extent feasible; and,

WHEREAS, the Local Comprehensive Planning Act of 1975, Section 163.3184(3) of the Florida Statutes assigns to regional planning agencies the responsibility to determine the relationship and effect of a local government's plan or element thereof to or on any regional comprehensive plan; and,

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

WHEREAS, the Office of Management and Budget, Executive Office of the President, designates the comprehensive regional planning agencies as areawide clearinghouses responsible for review and coordination regarding certain federal programs.

NOW, THEREFORE, for and in consideration of mutual promises, covenants benefits to accrue from conduct of a comprehensive regional planning process, and agreements herein contained and set forth, the member governments do hereby establish, pursuant to the authority of Section 160.04 Florida Statutes, the Northeast Florida Regional Planning Council located in Comprehensive Planning District IV consisting of the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns, hereinafter referred to as the COUNCIL, a separate legal entity, and do further delegate such powers as are specified herein and agree as follows:

1. Purpose. The purposes of this agreement are:

(a) To provide local governments with a means of exercising the rights, duties and powers of a regional planning council as defined in Chapter 160 and Section 403.723, Florida Statutes, and of a regional planning agency as defined in Chapter 23, Chapter 163, and Chapter 380, Florida Statutes as amended, including those functions enumerated hereinabove by

legislative finding and declarations of Chapter 160, Florida Statutes and other applicable federal, state and local laws.

(b) To provide a means for conducting the comprehensive regional planning process.

(c) To provide regional coordination for local governments in the Northeast Florida region.

(d) To act in an advisory capacity to exchange, interchange, and review the various programs referred to it which are of regional concern.

(e) To promote communication among local governments in the region and the identification and resolution of common regional-scale problems.

(f) To cooperate with federal, state, local and non-governmental agencies and citizens to insure the orderly and harmonious coordination of Federal, State and local planning and development programs in order to insure the orderly and balanced growth and development of this region, consistent with the protection of the natural resources and environment of this region and to promote safety, welfare and enhance the quality of life of the residents of the region.

(g) To encourage and promote communications between neighboring regional planning districts in an attempt to insure compatibility in development and long range planning goals.

(h) To establish an organization that will promote areawide coordination and related cooperative activities of federal, state and local governments ensuring a broad based regional organization that can provide a truly regional perspective and enhance the ability and opportunity of local governments to resolve issues and problems transcending their individual boundaries.

2. Definitions.

(a) Appointed Representative - policy board member of the Council.

(b) Comprehensive Planning Districts - the geographic areas within the state specified by rule by the Executive Office of the Governor pursuant to Section 23.0115.

(c) Comprehensive Regional Policy Plan - a long-range guide for the physical, economic, and social development of the region which identifies regional goals and objectives and opportunities as embodied in the policies of the Council.

(d) Contribution - any monies received by the Council from a member government or otherwise.

(e) Council - the Northeast Florida Regional Planning Council.

(f) Elected Official - a member of the governing body of a municipality or county or a county elected official chosen by the governing body.

(g) Federal or Federal Government - the government of the United States or any department, commission, agency or other instrumentality thereof.

(h) Governing body - the Board of County Commissioners or City Council of any member government.

(i) Local General Purpose Government - any municipality or county created pursuant to the authority granted under ss. 1 and 2, Article VIII of the State Constitution.

(j) Member Government - any county within the Northeast Florida Comprehensive Planning District which is a signatory to this interlocal agreement.

(k) Participating Member Unit - any incorporated municipality or group of municipalities located within a member government.

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

(a) The effective date of the COUNCIL shall be upon execution of this interlocal agreement by member governments.

(b) This agreement shall continue in effect until terminated as provided in Section 3(e).

(c) Any amendment to this agreement shall be in writing and set forth an effective date. To put into effect any amendment, each member government shall adopt by a majority vote of its governing body a resolution authorizing its chairman or chief elected official to execute the amendment.

(d) Any member government hereto may withdraw its membership by resolution duly adopted by its governing body, and upon giving written notice of withdrawal to the COUNCIL and the Chairman or chief elected official of the governing body of each member government, without the effect of terminating this agreement. The withdrawal shall only be effective at the close of terminating this agreement. The withdrawal shall only be effective

at the close of the fiscal year (September 30), with all funding and contractual obligations of the withdrawing member government continuing until that date. All property, real or personal, of the COUNCIL on the effective date of such withdrawal shall remain the property of the COUNCIL and the withdrawing member governments shall have no right thereto.

(e) This agreement may be terminated by resolution duly adopted by the governing body of all member governments. The effective termination date shall be after the date of said resolution unless contractual obligations would require a later termination date.

(f) In the event there is a complete termination of this agreement, as provided for in Section 3(e), which would involve the disposition of the property of the COUNCIL, such property shall be liquidated and each member government shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of that member government.

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

4. Membership, Voting and Term of Office.

(a) Each member government shall have four (4) appointed representatives; two (2) of which shall be elected representatives of the governing body of each of the member governments; one (1) of which shall be an elected municipal representative from each member government; and one (1) additional representative from each member government.

The total number of appointed representatives on the COUNCIL shall be twenty-eight (28).

(b) The Governor of the State of Florida shall appoint a maximum of nine (9) voting members. Each member government in the region shall have

at least one (1) representative appointed by the Governor.

Two (2) of the nine (9) of the Governor's appointments shall have their place of residence in the same county, provided however, that one (1) of the two (2) such appointments in the same county shall be a County Commissioner.

(c) Five (5) member governments shall appoint two (2) elected representatives from their respective governing body while two (2) member governments shall appoint one (1) elected representative from their respective governing body.

(d) Participating member units within each member government shall jointly select a representative from the governing body of one (1) of the participating member units to serve as their representative.

(e) The names of all of the appointed representatives shall be recorded in the COUNCIL minutes.

(f) For the conducting of all business, each appointed representative shall have an equal vote which shall be one (1) vote for each appointed representative. In those instances where the COUNCIL may have under consideration a matter which will impact only one member government and a vote of the COUNCIL on this matter is needed or required, then a weighted vote may be taken on the question according to the following procedure:

1. Weighted Vote Procedure - A weighted vote may be invoked when the majority of the representatives of two (2) or more member governments request the same before a vote on the subject question is called. When a weighted vote has been called for, then the procedure for voting shall be as follows:

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

(g) The basic term of office for appointed representatives of the COUNCIL shall be for two (2) years commencing with the October meeting each year. All representatives shall serve until a replacement is appointed by the appropriate appointing authority.

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

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

(b) A vice chairman, who shall preside in the chairman's absence or inability to act. The vice chairman shall perform such other functions as the COUNCIL may from time to time assign.

(c) A secretary-treasurer, who shall be responsible for minutes of the meeting, keeping the roll of members, the financial affairs of the COUNCIL and such other duties as may be assigned.

(d) The original officers shall be elected at the first regular meeting of the COUNCIL and shall serve until the first annual election meeting as determined in Section 6 (a).

6. Meetings.

(a) The annual election of officers shall be held during the October meeting in each year.

(b) Regular meetings shall be held on the days and times established by the COUNCIL.

(c) Special meetings shall be called by the chairman either at his/her discretion or when he/she is requested by at least three (3) appointed representatives, none of which may be from the same member government; provided adequate notice shall be given to all appointed representatives stating the date, hour and place of the meeting and the purpose for which such meeting is called, and no other business shall be transacted at that meeting.

(d) The place and time of each meeting shall be determined by the membership prior to the adjournment of the previous meeting. In the absence of such determination, the time and place of the meeting(s) shall be determined by the chairman.

(e) All meetings of the COUNCIL shall be open to the public.

(f) The secretary-treasurer or his/her nominee, shall keep minutes of each meeting and distribute a copy thereof to each member government.

7. Finances.

(a) The work year and fiscal year of the COUNCIL shall be the twelve (12) months beginning the first day of October and ending the thirtieth day of September.

(b) On or before July 15 of each year, the COUNCIL shall adopt an annual budget and certify a copy thereof to the Clerk or authorized recipient of the governing body of each member government. Each member government shall contribute such proportionate cash amounts as determined by the COUNCIL, and approved by its governing body, that is required to make up the remainder of the annual budget.

(c) Contributions for each fiscal year shall be payable in installments as provided by the Rules of the COUNCIL.

(d) Each member government who does not remit the contribution amounts in accordance with the Rules of the COUNCIL shall lose all voting privileges until payment is made.

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

8. Powers. The COUNCIL shall have the powers granted herein including:

(a) The powers granted to regional planning councils or regional planning agencies by Chapter 23, Chapter 160, Section 163.3184(3), Section 403.723 and Chapter 380, Florida Statutes as now existing or as from time to time amended.

(b) To adopt rules of procedure for the regulation of its affairs and the conduct of its business, and to appoint from among its members a chairman to serve annually, provided that such chairman may be subject to reelection.

- (c) To adopt an official name and seal.
- (d) To maintain an office at such place or places within the comprehensive planning district as it may designate.
- (e) To employ and to compensate such personnel, consultants, and technical and professional assistants as it shall deem necessary to exercise the powers and perform the duties set forth in this act.
- (f) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act.
- (g) To hold public hearings and sponsor public forums in any part of the regional area whenever it deems it necessary or useful in the execution of its other functions.
- (h) To sue and be sued in its own name.
- (i) To accept and receive, in furtherance of its functions, funds, grants and services from the Federal Government or its agencies; from departments, agencies and instrumentalities of state, municipal or local government; or from private or civic sources. All regional planning councils shall, no later than January 30 of each year, render an accounting of the receipt and disbursement of all funds received by them to the Secretary of the Department of Community Affairs. The Secretary of the Department of Community Affairs shall consolidate all such reports and submit such consolidated reports to the Legislature no later than March 1 of each year. A separate accounting of the receipt and disbursement of funds received by each regional planning council pursuant to the Federal Older Americans Act shall be submitted to the Legislature no later than March 1 of each year.
- (j) To receive and expend such sums of money as shall be from time to time appropriated for its use by any county or municipality where approved by the council and to act as an agency to receive and to expend federal funds for planning.
- (k) To act in an advisory capacity to the constituent local governments in regional, metropolitan, county and municipal planning matters.
- (l) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for disaster preparedness.
- (m) To fix and collect membership dues, rents or fees where appropriate.
- (n) To acquire, own, hold in custody, operate, maintain, lease or sell real or personal property.

(o) To dispose of any property acquired through the execution of an interlocal agreement under s. 163.01.

(p) To accept gifts, grants, assistance, funds or bequests.

(q) To conduct studies of the region's resources.

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

(s) To select and appoint such advisory bodies as the COUNCIL may find appropriate for the conduct of its activities.

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

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

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

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

John M. Cormick
Chairman

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Loech A. Felt
Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Wayne F. Givens
Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Robert L. Revels
Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

John F. Clayton
Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chester Bennett
Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Jake M. Godbold
JAKE M. GODBOLD, MAYOR

Form Approved:

James M. Harnage
Assistant Counsel

I HEREBY CERTIFY this to be a true and correct copy of the original
Flagler County
Resolution 80-30
Dated this 24th day of November
A.D. 1980.

FLAGLER COUNTY
RESOLUTION 80-30

APPROVING INTERLOCAL AGREEMENT
CREATING THE
CLERK OF CIRCUIT COURT NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

By C. Duke D.C.

WHEREAS, the State of Florida has by law, Chapter 160, s. 160.04 F.S., authorized the establishment of Regional Planning Councils throughout the state, and

WHEREAS, the Executive Office of the Governor of the State of Florida, has created eleven comprehensive planning regions within the State of Florida with Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns counties being included in Region IV, and

WHEREAS, the Secretary of the Department of Administration of the State of Florida authorized the creation of the Northeast Florida Regional Planning Council pursuant to Chapter 163 F.S. at the request of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns counties, and

WHEREAS, Chapter 160, s. 160.04(5) specifies that existing regional planning councils in each of the several comprehensive planning districts shall be designated as the regional planning council pursuant to Chapter 160 F.S. provided the Council agrees to meet the membership criteria specified therein and is a regional planning council organized under either s. 163.01 or s. 163.02 or Chapter 160 F.S., and

WHEREAS, it is the desire of the Board of County Commissioners of County to participate as a member of the Northeast Florida Regional Planning Council to assist the participating local governments upon request in metropolitan, county and municipal planning matters, and

WHEREAS, the attached Interlocal Agreement is consistent with and is in accord with the provisions of Chapter 160 F.S., and

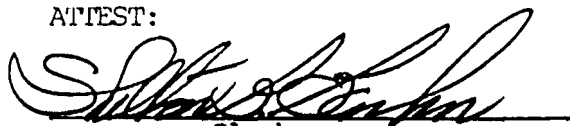
WHEREAS, the Board of County Commissioners of Flagler County have previously pledged their support and participation in the establishment of a Regional Planning Council to serve the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns, now therefore

BE IT RESOLVED by the Board of County Commissioners of Flagler County that:

1. The attached Interlocal Agreement Creating the Northeast Florida Regional Planning Council pursuant to Chapter 160 F.S. is hereby approved.
2. The Chairman of the Flagler County Board of County Commissioners is hereby authorized to execute said agreement.

Adopted the 21st day of November, 1980.

ATTEST:


Clerk

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA

By 
Chairman

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

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS



Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Mayor

Attest:

City of Jacksonville
Corporation Secretary

Form Approved:



Assistant Counsel

RESOLUTION 9 -79
AMENDING
INTERLOCAL AGREEMENT CREATING THE
NORTHEAST FLORIDA REGIONAL PLANNING COUNCIL

WHEREAS, the State of Florida has by law authorized the establishment of Regional Planning Councils throughout the state, and

WHEREAS, the Secretary of the Department of Administration of the State of Florida authorized the creating of the Northeast Florida Regional Planning Council effective February 14, 1977 at the request of Baker, Clay, Duval, Nassau, Putnam, and St. Johns Counties,

WHEREAS, Flagler County became a member of the Council upon executing the Interlocal Agreement creating the Council on February 5, 1979, and

WHEREAS, the Interlocal Agreement creating the Council did not make specific provisions for municipal representatives on the Policy Board of the Council, and

WHEREAS, the Policy Board of the Council, representing the Counties of Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns, after careful consideration is of the opinion that municipal representation from each of the seven counties is desirable and would substantially increase the effectiveness of the Council,

NOW, THEREFORE, BE IT RESOLVED, that the Northeast Florida Regional Planning Council, at the conclusion of the required public hearing held on December 6, 1979 hereby approves the following amendments to the Interlocal Agreement Creating the Northeast Florida Regional Planning Council, dated February 14, 1977:

4. Membership Voting and Term.

a. Each member government shall have ~~three (3)~~ Four (4) appointed representatives, two (2) of which shall be elected representatives of the governing body of the member government; they shall serve at the pleasure of its governing body; and one (1) of which shall be an elected municipal representative from each member government, selected jointly by the governing bodies of all the municipalities within each member county.

2. Each representative shall have one vote except that the county which is solely impacted by the subject under consideration shall have an additional four votes per representative. The total votes available on a weighted vote question shall then equal ~~thirty-three (33)~~ forty-four (44) votes. A majority vote of those present and voting is needed to pass a weighted vote question. Once a vote on a weighted vote question has been taken, then it may be set aside only by two-thirds (2/3) vote of the member governments wherein each representative of a member government shall cast one (1) vote only.

d. The basic term of office for appointed representatives of the Council shall be for two (2) years commencing with the January meeting in each year. The original members shall serve as follows:

3. Municipal representatives shall be limited to a single two (2) year term, initially three (3) municipal representatives shall be appointed for a one (1) year term or until the January 1981 meeting, whichever comes first and four (4) municipal representatives shall be appointed for a two (2) year term or until the January 1982 meeting whichever comes first. Those representatives initially appointed for a one (1) year term may be appointed for the succeeding two (2) year term. Thereafter, no municipality shall have successive representation on the Council.

4. The municipal representative from Duval County shall be from a municipality other than the consolidated City of Jacksonville which by the terms of this agreement is a member government.

BE IT FURTHER RESOLVED, that upon adoption by the Northeast Florida Regional Planning Council these amendments shall be referred to and become effective upon adoption by the member governments of Baker, Clay, Flagler, Nassau, Putnam, and St. Johns Counties.

NORTHEAST FLORIDA
REGIONAL PLANNING COUNCIL

by R. Lee Deaux
Chairman

ATTEST:

[Signature]

RESOLUTION AMENDING INTERLOCAL
AGREEMENT CREATING THE NORTHWEST
REGIONAL PLANNING COUNCIL

N.E. FLORIDA REGIONAL
PLANNING COUNCIL

MAY 11 1979

RECEIVED

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF

BAKER COUNTY

ON August 1, 1978 BE AMENDED:

1. To strike the references to Flagler County until such time as the county decides to become a party to the agreement.

2. To amend Section 7(b) and (c) to read:

(b) On or before July 15 of each year, the Council shall adopt an annual budget and certify a copy thereof to the

Clerk or authorized recipient of the governing body of

each member government. Each member government shall

contribute such proportionate cash amounts as determined

by the Council and approved by its governing body, that is

required to make up the remainder of the annual budget;

(c) Contributions for each fiscal year shall be payable

in installments as provided by the Rules of the Council.

The initial start-up costs as determined by the Council,

for each member government, shall not exceed \$7,500, and

shall be paid in full within 30 days.

3. To amend Section 8(a) to read:

(a) The powers granted to regional planning councils

by Chapter 23, 163.01, 163.3184(3) and Chapter 380, Florida

Statutes.

MACEY STARRING, CHAIRMAN

CERTIFIED A TRUE, COMPLETE AND CORRECT COPY.

JOEY B. DOBSON, Clerk of the Courts

Deputy Clerk

State of Florida, County of Baker
This instrument filed and recorded
day of August 1978 in Book #1 of 5178
on page 1155
JOEY B. DOBSON, Clerk of the Courts
By *Joey Dobson* D.D.

INTERLOCAL AGREEMENT
CREATING THE NORTHEAST FLORIDA
REGIONAL PLANNING COUNCIL

THIS AGREEMENT made and entered into this fourteenth day of February, 1977, pursuant to authority of Section 163.01, Florida Statutes, by and between:

NASSAU COUNTY,
DUVAL COUNTY,
BAKER COUNTY,
CLAY COUNTY,
ST. JOHNS COUNTY,
PUTNAM COUNTY,

and
FLAGLER COUNTY.

WITNESSETH:

WHEREAS, the Secretary, Department of Administration of the State of Florida, has authorized the creation of a new regional planning district to be comprised of Nassau County, Duval County, Baker County, Clay County, St. Johns County, Putnam County and Flagler County; which shall be known as the Northeast Florida Regional Planning Council; and,

WHEREAS, Section 163.014, Florida Statutes, provides that "a public agency of the State of Florida may exercise jointly with any other public agency of the State, or any other state or of the United States Government any power, privilege or authority which such agencies share in common and which each might exercise separately;" and,

WHEREAS, it is the desire of the parties hereto to establish an advisory council to constituent local government in regional planning and to assist them upon request in metropolitan, county, and municipal planning matters involving land use, water resources, highways, recreational areas, public schools, sewage and garbage disposal, public libraries, urban development and other matters concerning the acquisition, planning, construction, development, financing, control, use and improvement and disposition of land, buildings, structures, facilities, goods or services in the interest of the public, or for public purposes involving the expenditure of public funds; and,

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

WHEREAS, the Division of State Planning, Department of Administration of the State of Florida, is required by Part I of Chapter 23, Florida Statutes, to integrate the services and plans of local governments and regional planning agencies into the State planning process through the extent feasible; and,

WHEREAS, the Local Government Comprehensive Planning Act of 1975, Section 163.3184(3) of the Florida Statutes assigns to regional planning agencies the responsibility to determine the relationship and effect of a local government's plan or element thereof to or on any regional comprehensive plan; and,

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

WHEREAS, the Office of Management and Budget, Executive Office of the President designates the comprehensive regional planning agencies as area-wide clearinghouses responsible for review and coordination regarding certain Federal programs.

NOW, THEREFORE, for and in consideration of mutual promises, covenants, benefits to accrue from conduct of a comprehensive regional planning process, and agreements herein contained and set forth, the member governments do hereby establish the Northeast Florida Regional Planning Council as a regional planning and coordinating agency, hereinafter referred to as the COUNCIL, a separate legal entity, and do further delegate such of their powers as are specified herein and agree as follows:

1. Purpose. The purposes of this agreement are:

- a. To provide local governments with a means of exercising the rights, duties and powers of a regional planning agency as defined in Chapter 23, 163.01, and Chapter 380, Florida Statutes, as amended, including those functions enumerated hereinabove by preambles and other applicable Federal, State and local laws.
- b. To provide a means for conducting the comprehensive regional planning process.
- c. To provide regional coordination for the members of the COUNCIL.
- d. To act in an advisory capacity to exchange, interchange, and review the various programs referred to it by the individual members which are of regional concern.

e. To promote communication among members and the identification and resolution of common regional-scale problems.

f. To cooperate with Federal, State, local and non-governmental agencies and citizens to insure the orderly and harmonious coordination of Federal, State and local planning and development programs in order to assure the orderly, and balanced growth and development of this region, consistent with the protection of the natural resources and environment of the region, and to promote safety, welfare and to enhance the quality of life of the residents of the region.

g. To encourage and promote communications between neighboring region planning districts in an attempt to insure compatibility in development and long-range planning goals.

2. Definitions.

a. Member government - any county within the Northeast Florida Region which is signatory to this interlocal agreement.

b. Governing body - the Board of County Commissioners or City Council of any member government.

c. Council - the Northeast Regional Planning Council.

d. Contribution - any monies received by the Council from a member government or otherwise.

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

a. The effective date of the COUNCIL shall be upon execution of this interlocal agreement by member governments.

b. This agreement shall continue in effect until terminated as provided in Section 3.e.

c. Any amendment to this agreement shall be in writing and set forth an effective date. To put into effect any amendment, each member government shall adopt by a majority vote of its governing body a resolution authorizing its chairman or chief elected official to execute the amendment.

d. Any member government hereto may withdraw its membership by resolution duly adopted by its governing body, and upon giving written notice of withdrawal to the Council and the Chairman or chief elected official of the governing body of each member government, without the effect of terminating this agreement. The withdrawal shall only be effective at the close of the fiscal year (September 30),

with all funding and contractual obligations of the withdrawing member government continuing until that date. All property, real or personal, of the COUNCIL on the effective date of such withdrawal shall remain the property of the COUNCIL and the withdrawing member governments shall have no right thereto.

e. This agreement may be terminated by resolution duly adopted by the governing body of all member governments. The effective termination date shall be after the date of said resolution unless contractual obligations would require a later termination date.

f. In the event there is a complete termination of this agreement, as provided for in Section 3.e., which would involve the disposition of the property of the COUNCIL, such property shall be liquidated and each member government shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of that member government.

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

4. Membership, Voting and Term.

a. Each member government shall have three (3) appointed representatives, two (2) of which shall be elected representatives of the governing body of the member government; they shall serve at the pleasure of its governing body.

b. The names of all of the appointed representatives shall be recorded in the COUNCIL minutes.

c. For the conducting of all business, each appointed representative shall have an equal vote which shall be one (1) vote for each appointed representative. In those instances where the COUNCIL may have under consideration a matter which will impact only one member government and a vote of the COUNCIL on this matter is needed or required then a weighted vote may be taken on the question according to the following procedure:

1. Weighted Vote Procedure - A weighted vote may be invoked when the majority of the representatives of two (2) or more member governments request the same before a vote on the subject question is called. When a weighted vote has been called for, then the procedure for voting shall be as follows:

2. Each representative shall have one vote except that the county which is solely impacted by the subject under consideration shall have an additional four

votes per representative. The total votes available on a weighted vote question shall then equal thirty-three (33) votes. A majority vote of those present and voting is needed to pass a weighted vote question. Once a vote on a weighted vote question has been taken then it may be set aside only by two-thirds (2/3) vote of the member governments wherein each representative of a member government shall cost one (1) vote only.

d. The basic term of office for appointed representatives of the COUNCIL shall be for two (2) years commencing with the January meeting in each year. The original members shall serve as follows:

1. Two (2) appointees from each member government shall serve two (2) years or until the January, 1979, meeting, whichever comes first.

2. One (1) appointee from each member government shall serve one (1) year or until the January, 1978, meeting, whichever comes first.

All representatives shall serve until a replacement is appointed by the appropriate member government.

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

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

b. A vice chairman, who shall set in the chairman's absence or inability to act. The vice chairman shall perform such other functions as the COUNCIL may from time to time assign.

c. A secretary-treasurer, who shall be responsible for minutes of the meeting, keeping the roll of members, the financial affairs of the COUNCIL and such other duties as may be assigned.

d. The original officers shall be elected at the first regular meeting of the COUNCIL and shall serve until the first annual election meeting as determined in Section 6.a.

e. An officer of the COUNCIL shall serve a one (1) year term and may succeed himself one time.

6. Meetings.

a. The annual election of officers shall be held during the January meeting in each year.

b. Regular meetings shall be held on the days and times established by the COUNCIL.

c. Special meetings shall be called by the chairman either at his discretion or when he is requested by at least three (3) appointed representatives, none of which may be from the same member government; provided adequate notice shall be given to all appointed representatives stating the date, hour and place of the meeting and the purpose for which such meeting is called, and no other business shall be transacted at that meeting.

d. The place and time of each meeting shall be determined by the membership prior to the adjournment of the previous meeting. In the absence of such determination, the time and place of the meeting (s) shall be determined by the chairman.

e. All meetings of the COUNCIL shall be open to the public.

f. A quorum at any meeting shall consist of a majority of the membership of the COUNCIL. A quorum shall be required for the conduct of all official business. 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. Proxy voting is prohibited.

g. The secretary-treasurer or his nominee, shall keep minutes of each meeting and distribute a copy thereof to each member government.

7. Finances.

a. The work year and fiscal year of the COUNCIL shall be the twelve (12) months beginning the first day of October and ending the thirtieth day of September.

b. On or before July 15 of each year, the COUNCIL shall adopt an annual budget and certify a copy thereof to the Clerk or authorized recipient of the governing body of each member government. Each member government shall contribute such proportionate cash amounts as determined by the COUNCIL, that is required to make up the remainder of the annual budget.

c. Contributions for each fiscal year shall be payable in installments as provided by the Rules of the COUNCIL. The initial start-up costs as determined by the COUNCIL, for each member government, shall be paid-in-full within thirty (30) days of the effective date of the COUNCIL.

d. Each member government who does not remit the contribution amounts in accordance with the Rules of the COUNCIL shall lose all voting privileges until payment is made.

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

8. Powers. The COUNCIL shall have all powers granted herein including:

a. The powers granted by Chapter 23, 163.01, 163.3184(3), and Chapter 380, Florida Statutes.

b. To conduct studies of the region's resources with respect to existing and emerging problems of industry, commerce, transportation, population, housing, agriculture, public services, human resources, natural resources, government, and other matters which are relevant to regional planning.

c. To adopt or amend rules of procedure by an affirmative 2/3 vote of the entire COUNCIL.

d. To regulate its affairs and conduct its business.

e. To adopt an official seal.

f. To maintain office space at such places within the region as may from time to time be required in performance of its duties.

g. To employ and set the compensation of the Executive Director who shall serve at the pleasure of the COUNCIL. The Executive Director shall employ and discharge professional, technical or clerical staff as may be necessary to carry out the purpose of the COUNCIL. The Executive Director, with consent of the COUNCIL, may make agreements with local planning or other public agencies, within or without the geographic boundaries of the region, for temporary transfer, loan, or other cooperative use of staff employees and, with the consent of the COUNCIL or pursuant to procedures established by the COUNCIL, may acquire the services of consultants and enter into contracts on behalf of the COUNCIL.

h. To authorize compensation for appointed representatives of the COUNCIL and staff for per diem, travel, and other reasonable expenses for meetings, hearings and other official business.

i. To hold public hearings, sponsor public forums, and conduct other activities whenever deemed necessary or useful in the execution of the functions of the COUNCIL.

j. To acquire, own, operate, maintain, lease or sell real or personal property and hold title thereto in the name of the COUNCIL.

k. To fix and determine in accordance with applicable laws by resolution, rules and regulations relating to advertisement for bids, manner of bidding and amount below which same will not be required.

l. To sue and be sued, implead and be impleaded, complain and defend, intervene and appeal in all courts and administrative agencies.

m. To accept gifts, apply for use grants, assistance funds or bequests of money or other property from the United States, the State, a local unit of government or any person for any COUNCIL purpose and to enter into agreements required in connection therewith, and to hold, use, and dispose of such monies or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

n. To make and enter into all contracts and agreements and do and perform all acts and deeds necessary or incidental to the performance of its duties and the exercise of its powers.

o. To prescribe all terms and conditions for the employment of officers, employees, and agents including but not limited to the fixing of pay and classification plans, benefits, and the filing of performance and fidelity bonds and such policies of insurance covering itself and employees as it may deem advisable.

p. To participate with other government agencies, educational institutions, and private organizations in the coordination of the activities above.

q. To determine and collect charges or fees for any lawful purpose, including but not limited to, reviews, referrals.

r. To select and appoint such advisory bodies as the COUNCIL may find appropriate for the conduct of its activities.

s. To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which the COUNCIL finds feasible to perform.

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

10. Signatories. It is expressly understood that the terms and conditions of this agreement shall be effective between and among those parties signatory hereto; and that the validity, force and effect of their agreement shall not be affected

by one or more of the parties named herein not joining in this agreement, any other provisions of this agreement to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties have officially adopted and caused this agreement to be executed and their signature to be affixed by their respective Chairman or chief official as of the day and year first abovewritten.

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

John F. Cunningham Jr.
Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

W. S. Cunningham
Chairman

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

B. H. H. H.
Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

W. C. H. H.
Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

W. C. H. H.
Mayor
Attest: [Signature]
City of Jacksonville
Corporation Secretary

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

E. C. Fulgham
Chairman

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Thomas W. Dussan
Chairman

INTERLOCAL AGREEMENT
CREATING THE NORTHEAST FLORIDA
REGIONAL PLANNING COUNCIL

COPY

THIS AGREEMENT made and entered into this 1st day of October,
1980, pursuant to authority of Section 160.04 Florida Statutes, by and between:

BAKER COUNTY,
CLAY COUNTY,
DUVAL COUNTY,
FLAGLER COUNTY,
NASSAU COUNTY,
PUTNAM COUNTY,
and
ST. JOHNS COUNTY

WITNESSETH:

WHEREAS, the Florida Regional Planning Council Act, Chapter 160, Florida Statutes, mandates the creation of a Regional Planning Council in each of the several comprehensive planning districts of the state; and,

WHEREAS, the Executive Office of the Governor has designated that Comprehensive Planning District IV shall be comprised of the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam, and St. Johns; and

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

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

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

WHEREAS, the Executive Office of the Governor of the State of Florida is required by Part I of Chapter 23, Florida Statutes, to integrate

the services and plans of local governments and regional planning agencies into the State planning process through the extent feasible; and,

WHEREAS, the Local Comprehensive Planning Act of 1975, Section 163.3184(3) of the Florida Statutes assigns to regional planning agencies the responsibility to determine the relationship and effect of a local government's plan or element thereof to or on any regional comprehensive plan; and,

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

WHEREAS, the Office of Management and Budget, Executive Office of the President, designates the comprehensive regional planning agencies as areawide clearinghouses responsible for review and coordination regarding certain federal programs.

NOW, THEREFORE, for and in consideration of mutual promises, covenants benefits to accrue from conduct of a comprehensive regional planning process, and agreements herein contained and set forth, the member governments do hereby establish, pursuant to the authority of Section 160.04 Florida Statutes, the Northeast Florida Regional Planning Council located in Comprehensive Planning District IV consisting of the counties of Baker, Clay, Duval, Flagler, Nassau, Putnam and St. Johns, hereinafter referred to as the COUNCIL, a separate legal entity, and do further delegate such powers as are specified herein and agree as follows:

1. Purpose. The purposes of this agreement are:

(a) To provide local governments with a means of exercising the rights, duties and powers of a regional planning council as defined in Chapter 160 and Section 403.723, Florida Statutes, and of a regional planning agency as defined in Chapter 23, Chapter 163, and Chapter 380, Florida Statutes as amended, including those functions enumerated hereinabove by

legislative finding and declarations of Chapter 160, Florida Statutes and other applicable federal, state and local laws.

(b) To provide a means for conducting the comprehensive regional planning process.

(c) To provide regional coordination for local governments in the Northeast Florida region.

(d) To act in an advisory capacity to exchange, interchange, and review the various programs referred to it which are of regional concern.

(e) To promote communication among local governments in the region and the identification and resolution of common regional-scale problems.

(f) To cooperate with federal, state, local and non-governmental agencies and citizens to insure the orderly and harmonious coordination of Federal, State and local planning and development programs in order to insure the orderly and balanced growth and development of this region, consistent with the protection of the natural resources and environment of this region and to promote safety, welfare and enhance the quality of life of the residents of the region.

(g) To encourage and promote communications between neighboring regional planning districts in an attempt to insure compatibility in development and long range planning goals.

(h) To establish an organization that will promote areawide coordination and related cooperative activities of federal, state and local governments ensuring a broad based regional organization that can provide a truly regional perspective and enhance the ability and opportunity of local governments to resolve issues and problems transcending their individual boundaries.

2. Definitions.

(a) Appointed Representative - policy board member of the Council.

(b) Comprehensive Planning Districts - the geographic areas within the state specified by rule by the Executive Office of the Governor pursuant to Section 23.0115.

(c) Comprehensive Regional Policy Plan - a long-range guide for the physical, economic, and social development of the region which identifies regional goals and objectives and opportunities as embodied in the policies of the Council.

(d) Contribution - any monies received by the Council from a member government or otherwise.

(e) Council - the Northeast Florida Regional Planning Council.

(f) Elected Official - a member of the governing body of a municipality or county or a county elected official chosen by the governing body.

(g) Federal or Federal Government - the government of the United States or any department, commission, agency or other instrumentality thereof.

(h) Governing body - the Board of County Commissioners or City Council of any member government.

(i) Local General Purpose Government - any municipality or county created pursuant to the authority granted under ss. 1 and 2, Article VIII of the State Constitution.

(j) Member Government - any county within the Northeast Florida Comprehensive Planning District which is a signatory to this interlocal agreement.

(k) Participating Member Unit - any incorporated municipality or group of municipalities located within a member government.

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

(a) The effective date of the COUNCIL shall be upon execution of this interlocal agreement by member governments.

(b) This agreement shall continue in effect until terminated as provided in Section 3(e).

(c) Any amendment to this agreement shall be in writing and set forth an effective date. To put into effect any amendment, each member government shall adopt by a majority vote of its governing body a resolution authorizing its chairman or chief elected official to execute the amendment.

(d) Any member government hereto may withdraw its membership by resolution duly adopted by its governing body, and upon giving written notice of withdrawal to the COUNCIL and the Chairman or chief elected official of the governing body of each member government, without the effect of terminating this agreement. The withdrawal shall only be effective at the close of terminating this agreement. The withdrawal shall only be effective

at the close of the fiscal year (September 30), with all funding and contractual obligations of the withdrawing member government continuing until that date. All property, real or personal, of the COUNCIL on the effective date of such withdrawal shall remain the property of the COUNCIL and the withdrawing member governments shall have no right thereto.

(e) This agreement may be terminated by resolution duly adopted by the governing body of all member governments. The effective termination date shall be after the date of said resolution unless contractual obligations would require a later termination date.

(f) In the event there is a complete termination of this agreement, as provided for in Section 3 (e), which would involve the disposition of the property of the COUNCIL, such property shall be liquidated and each member government shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of that member government.

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

4. Membership, Voting and Term of Office.

(a) Each member government shall have four (4) appointed representatives; two (2) of which shall be elected representatives of the governing body of each of the member governments; one (1) of which shall be an elected municipal representative from each member government; and one (1) additional representative from each member government.

The total number of appointed representatives on the COUNCIL shall be twenty-eight (28).

(b) The Governor of the State of Florida shall appoint a maximum of nine (9) voting members. Each member government in the region shall have

at least one (1) representative appointed by the Governor.

Two (2) of the nine (9) of the Governor's appointments shall have their place of residence in the same county, provided however, that one (1) of the two (2) such appointments in the same county shall be a County Commissioner.

(c) Five (5) member governments shall appoint two (2) elected representatives from their respective governing body while two (2) member governments shall appoint one (1) elected representative from their respective governing body.

(d) Participating member units within each member government shall jointly select a representative from the governing body of one (1) of the participating member units to serve as their representative.

(e) The names of all of the appointed representatives shall be recorded in the COUNCIL minutes.

(f) For the conducting of all business, each appointed representative shall have an equal vote which shall be one (1) vote for each appointed representative. In those instances where the COUNCIL may have under consideration a matter which will impact only one member government and a vote of the COUNCIL on this matter is needed or required, then a weighted vote may be taken on the question according to the following procedure:

1. Weighted Vote Procedure - A weighted vote may be invoked when the majority of the representatives of two (2) or more member governments request the same before a vote on the subject question is called. When a weighted vote has been called for, then the procedure for voting shall be as follows:

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

(g) The basic term of office for appointed representatives of the COUNCIL shall be for two (2) years commencing with the October meeting each year. All representatives shall serve until a replacement is appointed by the appropriate appointing authority.

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

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

(b) A vice chairman, who shall preside in the chairman's absence or inability to act. The vice chairman shall perform such other functions as the COUNCIL may from time to time assign.

(c) A secretary-treasurer, who shall be responsible for minutes of the meeting, keeping the roll of members, the financial affairs of the COUNCIL and such other duties as may be assigned.

(d) The original officers shall be elected at the first regular meeting of the COUNCIL and shall serve until the first annual election meeting as determined in Section 6 (a).

6. Meetings.

(a) The annual election of officers shall be held during the October meeting in each year.

(b) Regular meetings shall be held on the days and times established by the COUNCIL.

(c) Special meetings shall be called by the chairman either at his/her discretion or when he/she is requested by at least three (3) appointed representatives, none of which may be from the same member government; provided adequate notice shall be given to all appointed representatives stating the date, hour and place of the meeting and the purpose for which such meeting is called, and no other business shall be transacted at that meeting.

(d) The place and time of each meeting shall be determined by the membership prior to the adjournment of the previous meeting. In the absence of such determination, the time and place of the meeting(s) shall be determined by the chairman.

(e) All meetings of the COUNCIL shall be open to the public.

(f) The secretary-treasurer or his/her nominee, shall keep minutes of each meeting and distribute a copy thereof to each member government.

7. Finances.

(a) The work year and fiscal year of the COUNCIL shall be the twelve (12) months beginning the first day of October and ending the thirtieth day of September.

(b) On or before July 15 of each year, the COUNCIL shall adopt an annual budget and certify a copy thereof to the Clerk or authorized recipient of the governing body of each member government. Each member government shall contribute such proportionate cash amounts as determined by the COUNCIL, and approved by its governing body, that is required to make up the remainder of the annual budget.

(c) Contributions for each fiscal year shall be payable in installments as provided by the Rules of the COUNCIL.

(d) Each member government who does not remit the contribution amounts in accordance with the Rules of the COUNCIL shall lose all voting privileges until payment is made.

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

8. Powers. The COUNCIL shall have the powers granted herein including:

(a) The powers granted to regional planning councils or regional planning agencies by Chapter 23, Chapter 160, Section 163.3184(3), Section 403.723 and Chapter 380, Florida Statutes as now existing or as from time to time amended.

(b) To adopt rules of procedure for the regulation of its affairs and the conduct of its business, and to appoint from among its members a chairman to serve annually, provided that such chairman may be subject to reelection.

(c) To adopt an official name and seal.

(d) To maintain an office at such place or places within the comprehensive planning district as it may designate.

(e) To employ and to compensate such personnel, consultants, and technical and professional assistants as it shall deem necessary to exercise the powers and perform the duties set forth in this act.

(f) To make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this act.

(g) To hold public hearings and sponsor public forums in any part of the regional area whenever it deems it necessary or useful in the execution of its other functions.

(h) To sue and be sued in its own name.

(i) To accept and receive, in furtherance of its functions, funds, grants and services from the Federal Government or its agencies; from departments, agencies and instrumentalities of state, municipal or local government; or from private or civic sources. All regional planning councils shall, no later than January 30 of each year, render an accounting of the receipt and disbursement of all funds received by them to the Secretary of the Department of Community Affairs. The Secretary of the Department of Community Affairs shall consolidate all such reports and submit such consolidated reports to the Legislature no later than March 1 of each year. A separate accounting of the receipt and disbursement of funds received by each regional planning council pursuant to the Federal Older Americans Act shall be submitted to the Legislature no later than March 1 of each year.

(j) To receive and expand such sums of money as shall be from time to time appropriated for its use by any county or municipality where approved by the council and to act as an agency to receive and to expend federal funds for planning.

(k) To act in an advisory capacity to the constituent local governments in regional, metropolitan, county and municipal planning matters.

(l) To cooperate, in the exercise of its planning functions, with federal and state agencies in planning for disaster preparedness.

(m) To fix and collect membership dues, rents or fees where appropriate.

(n) To acquire, own, hold in custody, operate, maintain, lease or sell real or personal property.

(o) To dispose of any property acquired through the execution of an interlocal agreement under s. 163.01.

(p) To accept gifts, grants, assistance, funds or bequests.

(q) To conduct studies of the region's resources.

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

(s) To select and appoint such advisory bodies as the COUNCIL may find appropriate for the conduct of its activities.

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

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

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

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

John B. McCormick
Chairman

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Loeue M. Fugate
Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Wayne F. Guin
Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Robert L. Revels
Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

John F. Clayton
Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chester Burt
Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Jake M. Godbold
JAKE M. GODBOLD, MAYOR

Form Approved:

James M. Merson
Assistant Counsel

(e) The original officers shall be elected at the first regular meeting of the COUNCIL and shall serve until the first annual election meeting as determined in Section 6.a.

3. This Amendment to Agreement shall be effective upon execution by member governments.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this Amended Agreement to be executed and their signature to be affixed by their respective Chairman or chief official as of the day and year first above written.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Chairman

Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Chairman

Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

Chairman

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Mayor

Attest:-----

City of Jacksonville
Corporation Secretary

Form Approved:

Assistant Counsel



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

November 29, 1989

REGIONAL PLANNING COUNCIL

Ms. Flo Clark
Northeast Florida Regional Planning Council
8649 Baypine Road, Suite 110
Jacksonville, FL 32256

Dear Ms. Clark:

The Board of County Commissioners has instructed this office to forward to you the enclosed amendment to the Interlocal Agreement to include a reference to Chapter 163, Florida Statutes.

Also, the Board has requested that this office forward to you the enclosed amendment to the Interlocal Agreement in regard to the change in the makeup of the membership from a total of 28 policy body members to 31. The Board has further requested that each of the municipalities (Town of Hilliard, Town of Callahan and the City of Fernandina Beach) be notified of this change in the makeup, should it be necessary for them to appoint someone from their respective cities.

Both of these amendments to the Interlocal Agreement were approved by the Board at their regular meeting of November 14, 1989.

Thank you for your assistance in this matter and if this office can be of any further assistance, do not hesitate to call on me.

Sincerely,

T.J. Greeson, Clerk
by Bradless, Deputy Clerk
T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG:jb

AMENDMENT TO INTERLOCAL AGREEMENT

Creating the

Northeast Florida Regional Planning Council

This Amendment to Agreement, made and entered into this 7th day of September, 1989, by and between

Baker County

Clay County

Duval County

Flagler County

Nassau County

Putnam County

and

St. Johns County

WHEREAS, in accordance with Florida Statutes, Chapter 163 the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council; and

WHEREAS, the Northeast Florida Regional Planning Council has identified the benefits that would accrue from headquartering in a building designed and constructed specifically for its needs; and

WHEREAS, the Policy Board of the Northeast Florida Regional Planning Council has voted on and committed to the finance and construction of such a facility; and

WHEREAS, Florida Statutes, Chapter 163 provide the necessary powers to successfully accomplish the goals and objectives

of the Northeast Florida Regional Planning, in the matters of finance, construction and operation of such a facility; and

WHEREAS, it is the desire of the Policy Board of the Northeast Florida Regional Planning Council to enter into agreements as provided in Florida Statutes, Chapter 163 assuring that the interest of the governing body of the member governments and participating member units are fully represented; and

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual promises, covenants and benefits to accrue from the conduct of regional planning, the member governments do hereby covenant and agree as follows:

Subsection 8(a) is amended such that
the Interlocal Agreement read as
follows:

8. Powers. The COUNCIL shall have all powers granted herein including:

(a) The power granted to regional planning councils or regional planning agencies by Chapter 23 186, Chapter 160 163 including all powers listed in Section 163.01, Section 163.3184(3) Chapter 403 Section 403.723 and Chapter 380, Florida Statutes as now existing or as from time to time amended.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted
and caused this agreement to be executed and their signature to
be affixed by their respective chairman or chief official as of
the day and year first above written.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Mayor

Attest: _____

City of Jacksonville
Corporation Secretary

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

AMENDMENT TO INTERLOCAL AGREEMENT

Creating the

Northeast Florida Regional Planning Council

This Amendment to Agreement, made and entered into this 5th day of December, 1989, by and between

Baker County

Clay County

Duval County

Flagler County

Nassau County

Putnam County

and

St. Johns County

WHEREAS, the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council; and

WHEREAS, each county is to be represented by at least four (4) appointed and elected representatives: two (2) of which shall be elected member government representatives, one (1) of which shall be an elected municipal representative from the member government, and at least one (1) additional representative from each member government, which is a gubernatorial appointee; and

WHEREAS, such interlocal Agreement provided that the Governor shall appoint one-third of the membership, as required by Florida Statutes Section 186.504; and

WHEREAS, it is the desire of each member government to independently appoint at least three (3) of its representatives to assure that the interest of the governing body of the member governments and participating member units are fully represented; and

WHEREAS, the Northeast Florida Regional Planning Council, as an association of local governments, exercising the authority of local government through the Council, wishes to provide comparable representation for all member governments;

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual promises, covenants and benefits to accrue from the conduct of regional planning, the member governments do hereby covenant and agree as follows:

Subsection 4(a) and 4(c) are amended
and Subsection 4(d) is repealed of such
that the Interlocal Agreement read as
follows:

SECTION 4 MEMBERSHIP, VOTING AND TERM

(a) Each member government shall have at least four (4) representatives, of which at least three (3) shall be locally appointed representatives, including two (2) which shall be elected representatives of the governing body of each of the member governments; however, each member government shall have the option of appointing a person who resides within the boundaries of the member government to represent one of the positions who is not an elected representative of the governing body of that member government nor compensated by that governing body; one (1) of which shall be an elected municipal representative of a participating member unit from each member government; however, each municipality which is represented shall have the option of recommending a person who resides within the boundaries of the municipality to represent them who is not an elected municipal representative. Each local government shall have no less than one (1) additional representative who shall be a gubernatorial appointee, pursuant to Section 186.504 Florida Statutes. The total number of appointed representatives on the COUNCIL shall be thirty-one (31) inclusive of the ten (10) gubernatorial appointees.

(b) Municipal representatives from the participating member units shall be appointed by the governing body of the member governments. The municipal representa-

tive shall be selected and appointed from among the recommendations provided by the governing bodies of each municipality making such recommendation. In any event, the appointment of the municipal representative from each member government shall be at the sole discretion of the governing body of the member government.

(c) The Governor of the State of Florida shall appoint a maximum of ten (10) voting members. Each member government in the region shall have at least one (1) representative appointed by the Governor.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this agreement to be executed and their signature to be affixed by their respective chairman or chief official as of the day and year first above written.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Walter B. Goodwin
Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

James E. Smith
Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Thomas J. Ray
Mayor

Attest: Linnie C. Williams
City of Jacksonville
Corporation Secretary

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

David D. Turner
Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Jimmy Z. Smith
Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Samuel Taylor
Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Craig A. Maguire
Chairman

FORM APPROVED

Linnie C. Williams
ASSISTANT COUNSEL

AMENDMENT TO INTERLOCAL AGREEMENT

Creating the

Northeast Florida Regional Planning Council

This Amendment to Agreement, made and entered into this
10th day of January, 1989, by and between

Baker County

Clay County

Duval County

Flagler County

Nassau County

Putnam County

and

St. Johns County

WHEREAS, the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council; and

WHEREAS, local government land use decisions must consider the effects such decisions will have on its citizens, resources, and facilities; and

WHEREAS, with the adoption of the updated Local Government Comprehensive Plans, land use decisions, in order to meet the requirements of Chapter 163, Florida Statutes, must be based upon an increased amount of information; and

WHEREAS, it may be desirable on an elective basis for local governments to supplement local reviews of development proposals without creation and maintenance of larger staffs; and

WHEREAS, the Northeast Florida Regional Planning Council staff has gained considerable experience and expertise in the review of development proposals through administration of the Developments of Regional Impact process; and


WHEREAS, in order to accomplish review of development proposals certain costs, both direct and indirect, are involved which should be rationally linked to the request for the land use decisions; and

- d. Since the development review and approval process differs among local governments specifics of the review procedure as authorized herein shall be set forth in a written agreement between the local government of jurisdiction requesting the review and the Northeast Florida Regional Planning Council.

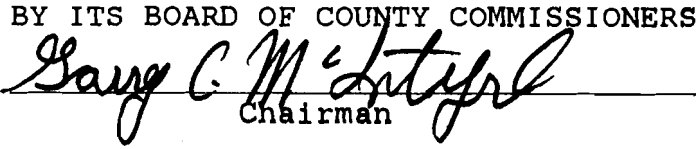
SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this agreement to be executed and their signature to be affixed by their respective chairman or chief official as of the day and year first above written.

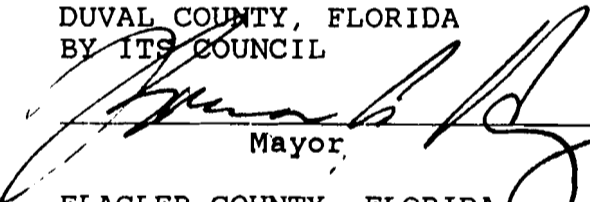
BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

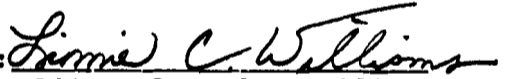
CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

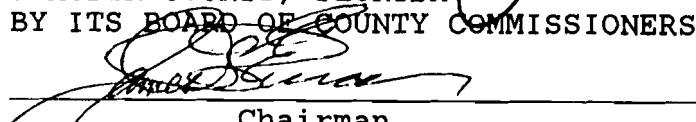
DUVAL COUNTY, FLORIDA
BY ITS COUNCIL


Mayor

Attest:


Lornie C. Williams
City of Jacksonville
Corporation Secretary

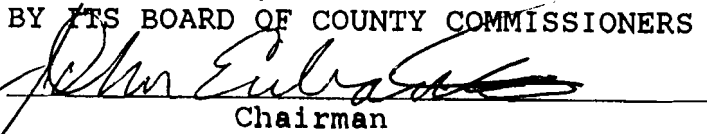
FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

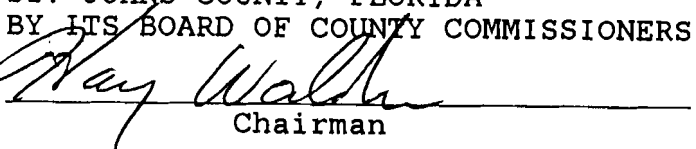
NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

AMENDMENT TO INTERLOCAL AGREEMENT

Creating the

Northeast Florida Regional Planning Council

This Amendment to Agreement, made and entered into this
10th day of January, 1989, by and between

Baker County

Clay County

Duval County

Flagler County

Nassau County

Putnam County

and

St. Johns County

WHEREAS, the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council; and

WHEREAS, local government land use decisions must consider the effects such decisions will have on its citizens, resources, and facilities; and

WHEREAS, with the adoption of the updated Local Government Comprehensive Plans, land use decisions, in order to meet the requirements of Chapter 163, Florida Statutes, must be based upon an increased amount of information; and

WHEREAS, it may be desirable on an elective basis for local governments to supplement local reviews of development proposals without creation and maintenance of larger staffs; and

WHEREAS, the Northeast Florida Regional Planning Council staff has gained considerable experience and expertise in the review of development proposals through administration of the Developments of Regional Impact process; and

WHEREAS, in order to accomplish review of development proposals certain costs, both direct and indirect, are involved which should be rationally linked to the request for the land use decisions; and

WHEREAS, the annual member government contributions to the operation of the Northeast Florida Regional Planning Council are committed to other operational functions; and

WHEREAS, the direct cost of local governments should not increase as a result of enhanced development proposal reviews;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and benefits to accrue from the development of a standardized fee schedule the Interlocal Agreement is amended as follows:

SECTION 1. PURPOSE

Subsection 1.(j) shall be added to read as follows:

- (j) To establish an organization to review, at the request of a local government, development proposals which are not subject to the review requirements of Developments of Regional Impact, Florida Quality Development, and other developments that are or will be defined in Chapter 380, Florida Statutes, which will collect review fees and make recommendations to the local government(s) of jurisdiction for application approval/disapproval in order to insure that quality development within the region is consistent with the adopted Comprehensive Regional Policy Plan and Local Government Comprehensive Plans.

SECTION 2. POWERS

Paragraph 8.(m)(2) shall be added to read as follows:

- (2) Fees for review of development proposals requested by local government shall be subject to the following provisions:
 - a. Review fees shall be collected from the entity requesting the land use decision and not from the local government of jurisdiction.
 - b. Calculation of the review fee shall be based upon the criteria contained in Subsection 2.(1) of this agreement.
 - c. No review shall be undertaken by the Northeast Florida Regional Planning Council until the fee is received.

- d. Since the development review and approval process differs among local governments specifics of the review procedure as authorized herein shall be set forth in a written agreement between the local government of jurisdiction requesting the review and the Northeast Florida Regional Planning Council.

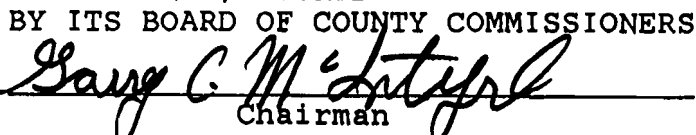
SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this agreement to be executed and their signature to be affixed by their respective chairman or chief official as of the day and year first above written.

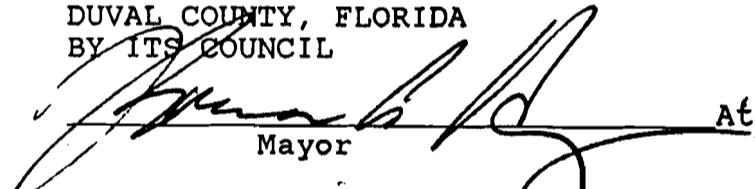
BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

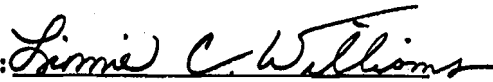

Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

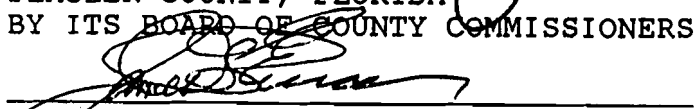

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL


Mayor

Attest: 
Linnie C. Williams
City of Jacksonville
Corporation Secretary

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

AMENDMENT TO INTERLOCAL AGREEMENT

Creating the

Northeast Florida Regional Planning Council

This Amendment to Agreement, made and entered into this
10th day of January, 1989, by and between

Baker County

Clay County

Duval County

Flagler County

Nassau County

Putnam County

and

St. Johns County

WHEREAS, the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council; and

WHEREAS, the review and monitoring of Developments of Regional Impact and Florida Quality Developments have continued to demand increasing resources from both the Northeast Florida Regional Planning Council and its staff; and

WHEREAS, the Northeast Florida Regional Planning Council recognizes the need to assess fees for the review and monitoring through buildout of Developments of Regional Impact and Florida Quality Developments; and

WHEREAS, the Northeast Florida Regional Planning Council as an association of local governments, exercising the authority of local government through the Council, wishes to reaffirm its policy and reasoning for collecting such fees; and

WHEREAS, the Northeast Florida Regional Planning Council recognizes the need to establish standardized rules for the assessment of fees related to Developments of Regional Impact, and Florida Quality Developments; and,

WHEREAS, the Northeast Florida Regional Planning Council wishes to demonstrate its desire that all fees be assessed fairly and evenly with regard to all developments and to certify

that all fees are not, have not, and will not be arbitrary or capricious and it is desirable to clarify the fee assessment schedule based on past and existing practice of the Council;

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual promises, covenants and benefits to accrue from the development of a standardized fee schedule, the Interlocal Agreement is amended as follows:

SECTION 1 PURPOSE

Subsection 1.(i) Shall be added to read as follows:

- (i) To establish an organization to review Developments of Regional Impact, Florida Quality Developments, and other developments defined in Chapter 380, Florida Statutes, which will collect review fees and make recommendations to the local government(s) of jurisdiction for application approval/disapproval in order to insure that quality development within the region is consistent with the adopted Comprehensive Regional Policy Plan and Local Government Comprehensive Plans.

SECTION 2 DEFINITIONS

Subsection 2.(l) shall be added to read as follows:

- (l) Actual cost - For the purposes of project review actual costs shall be calculated on the basis of reasonably anticipated expenses related to a project review and monitoring, and shall include, but not be limited to, the cost of staff and other associated direct and indirect costs.

Subsection 2.(m) shall be added and shall read as follows:

- (m) Developments of Regional Impact - A development is defined to be a development of regional impact based upon the criteria in Chapter 380, Florida Statutes and Chapter 28-24, Florida Administrative Code.

Subsection 2.(n) shall be added and shall read as follows:

- (n) Florida Quality Developments - A development is defined to be a Florida Quality Development based upon the criteria in Chapter 380.061, Florida Statutes and Chapter 28-24, Florida Administrative Code.

Subsection 2.(o) shall be added and read as follows:

- (o) Other developments defined in Chapter 380, Florida Statutes - other types of development as is or may be defined by the criteria in Chapter 380, Florida Statutes, and Chapter 28-24, Florida Administrative Code, requiring review by the Northeast Florida Regional Planning Council.

SECTION 8 POWERS

Subsection 8.(m) shall be amended to read as follows:

- (m) To fix and collect membership fees, rents or fees, where appropriate.

- (1) Fees for review of application, for development for Developments of Regional Impact and Florida Quality Developments will be subject to the following guidelines. A review fee shall be assessed each applicant prior to the initiation of the Northeast Florida Regional Planning Council's review of an Application for Development Approval (ADA). The applicant shall pay \$5,000 of the review fee prior to the date of the preapplication conference held by the Northeast Florida Regional Planning Council. This \$5,000 portion of the review fee is non-refundable.

No application for Development Approval shall be accepted for review unless accompanied by the remaining amount of the assessed fee payable to the Northeast Florida Regional Planning Council (Council). The remaining portion of the review fee shall be non-refundable except when the applicant notifies the Northeast Florida Regional Planning Council, in writing, prior to the setting of the local government Development of Regional Impact public hearing for the project. The applicant shall be refunded that portion of the fee remaining after prewithdrawal costs incurred by the Northeast Florida Regional Plan-

ning Council and the non-refundable \$5,000 fee paid at the time of the preapplication conference are deducted. No portion of the fee shall be used by the Northeast Florida Regional Planning Council to support the costs associated with an appeal of a Development Order once the appeal is filed by the Northeast Florida Regional Planning Council. The schedule for assessing review fees by the Northeast Florida Regional Planning Council shall be set as follows:

- a. Residential Developments as defined in Chapter 28-24, Florida Administrative Code and Chapter 380, Florida Statutes:

<u>Number of Units</u>	<u>Amount of Fee</u>
1 - 199	\$ 10 per unit
200 - 1,199	\$ 13,000
2,000 - 4,999	\$ 17,000
5,000 - 8,999	\$ 21,000
9,000 - 13,999	\$ 25,000
14,000 - and over	\$ 2 per unit over 13,999

- b. All other developments including: Retail, Wholesale Commercial Development, Office Development, Industrial Development, Mining Operations, Hospitals, Schools, Attraction and Recreation Facilities, Airport expansions, Airports, Petroleum Storage Facilities, and Marinas, as a minimum, see Subparagraph f.

<u>Size</u>	<u>Amount of Fee</u>
Criteria set in 28-24, FAC, Part II	\$12,000
Up to double the DRI criteria set in 28-24, FAC, Part II	\$17,000
Up to triple the DRI	

criteria set in 28-24,

FAC, Part II

\$21,000

For each threshold

increment over triple

the DRI criteria set

in 28-24, FAC, Part II

\$ 3,000

- c. For an Application for Development Approval which contains multiple development types as defined in 28-24, F.A.C., the fee shall be the aggregate total of the fees for each separate development type determined by Subparagraphs a. and b. For development types with multiple Development of Regional Impact criteria set forth in 28-24, F.A.C., for example, gross square feet, acreage, and parking spaces, the fee for that component of the development shall be determined based upon the criteria which yields the largest size. Where a development type of the proposed development does not exceed any of the criteria set forth in 28-24, F.A.C., the fee assessed for that component of the development shall be based upon the percentage of the threshold achieved multiplied by fee level set forth that development type.
- d. An Application for Development Approval submitted for Downtown/Areawide Developments of Regional Impact, new airports, new ports or port expansions shall be assessed a review fee of \$75,000.
- e. The initial review fee submitted to the Northeast Florida Regional Planning Council shall not exceed \$100,000.
- f. Modifications to projects determined to be substantial deviations shall be assessed a review fee based on the fees established in

Subparagraphs a., b., and c. The fee shall be computed on the basis of the magnitude of the change with the minimum assessment being \$12,000.

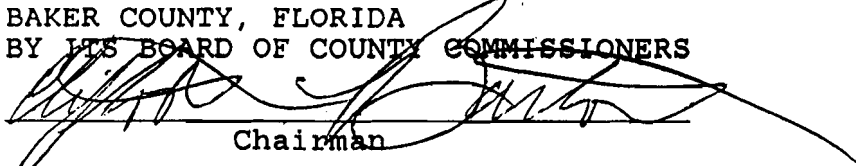
- g. A maximum review fee of \$5,000 shall be assessed for each incremental plan submitted to the Northeast Florida Regional Planning Council for review. Such fee shall be based on the costs incurred by the Northeast Florida Regional Planning Council when reviewing incremental plans. The incremental plans referred to in this subparagraph are plans required of projects for which a development order has been issued. Incremental plans addressed in this subsection shall include but is not limited to, resource management plans, littoral zone plans, special traffic studies and other plans similar in nature. This section does not apply to applications for Incremental Development Approval or Substantial Deviations which are subject to Subparagraphs a., b., c., and d.
- h. In the event the cost of review exceed the amount of the fee as stipulated in Subparagraphs a., b., c., d., e., f., or g., the applicant shall be responsible for reimbursing the Northeast Florida Regional Planning Council for 80 percent of the cost exceeding the fee.
- i. An Application submitted as a Florida Quality Development, as defined in Section 380.061, Florida Statutes, shall be subject to the same review fees as prescribed for Developments of Regional Impact as provided in this agreement.

SAVE AND EXCEPT as hereby expressly amended, all terms

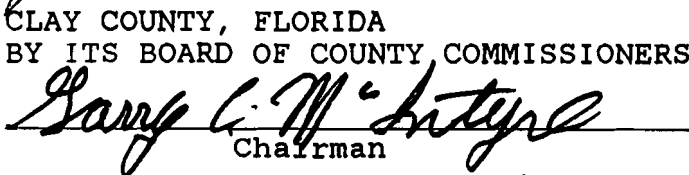
and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted and caused this agreement to be executed and their signature to be affixed by their respective chairman or chief official as of the day and year first above written.

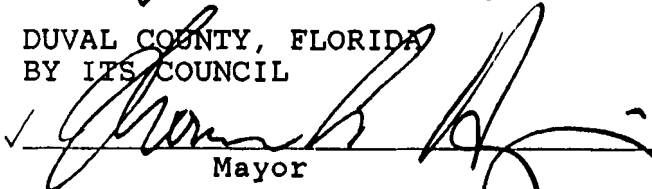
BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

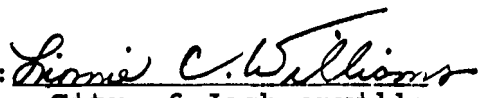
CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

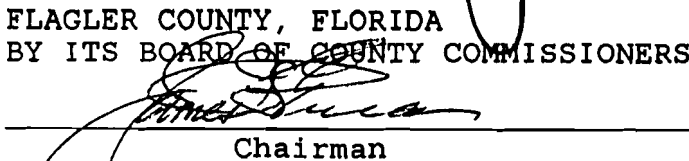
DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

✓ 
Mayor

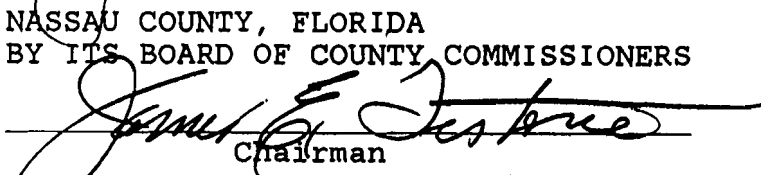
Attest:


Lillian C. Williams
City of Jacksonville
Corporation Secretary

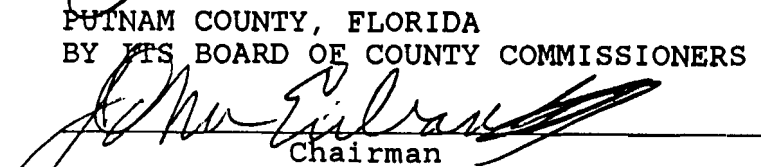
FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

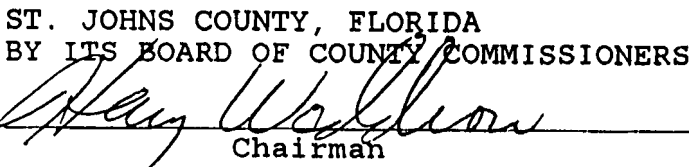
NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS


Chairman



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

November 29, 1989

REGIONAL PLANNING COUNCIL

Ms. Flo Clark
Northeast Florida Regional Planning Council
8649 Baypine Road, Suite 110
Jacksonville, FL 32256

Dear Ms. Clark:

The Board of County Commissioners has instructed this office to forward to you the enclosed amendment to the Interlocal Agreement to include a reference to Chapter 163, Florida Statutes.

Also, the Board has requested that this office forward to you the enclosed amendment to the Interlocal Agreement in regard to the change in the makeup of the membership from a total of 28 policy body members to 31. The Board has further requested that each of the municipalities (Town of Hilliard, Town of Callahan and the City of Fernandina Beach) be notified of this change in the makeup, should it be necessary for them to appoint someone from their respective cities.

Both of these amendments to the Interlocal Agreement were approved by the Board at their regular meeting of November 14, 1989.

Thank you for your assistance in this matter and if this office can be of any further assistance, do not hesitate to call on me.

Sincerely,

T.J. Greeson, Clerk
by Bradless, Deputy Clerk
T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG:jb

AMENDMENT TO INTERLOCAL AGREEMENT

Creating the

Northeast Florida Regional Planning Council

This Amendment to Agreement, made and entered into this 7th day of September, 1989, by and between

Baker County

Clay County

Duval County

Flagler County

Nassau County

Putnam County

and

St. Johns County

WHEREAS, in accordance with Florida Statutes, Chapter 163 the parties have entered into an Interlocal Agreement creating the Northeast Florida Regional Planning Council; and

WHEREAS, the Northeast Florida Regional Planning Council has identified the benefits that would accrue from headquartering in a building designed and constructed specifically for its needs; and

WHEREAS, the Policy Board of the Northeast Florida Regional Planning Council has voted on and committed to the finance and construction of such a facility; and

WHEREAS, Florida Statutes, Chapter 163 provide the necessary powers to successfully accomplish the goals and objectives

of the Northeast Florida Regional Planning, in the matters of finance, construction and operation of such a facility; and

WHEREAS, it is the desire of the Policy Board of the Northeast Florida Regional Planning Council to enter into agreements as provided in Florida Statutes, Chapter 163 assuring that the interest of the governing body of the member governments and participating member units are fully represented; and

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual promises, covenants and benefits to accrue from the conduct of regional planning, the member governments do hereby covenant and agree as follows:

Subsection 8(a) is amended such that
the Interlocal Agreement read as
follows:

8. Powers. The COUNCIL shall have all powers granted herein including:

(a) The power granted to regional planning councils or regional planning agencies by Chapter 23 186, Chapter 160 163 including all powers listed in Section 163.01, Section 163.3184(3) Chapter 403 Section 403.723 and Chapter 380, Florida Statutes as now existing or as from time to time amended.

SAVE AND EXCEPT as hereby expressly amended, all terms and conditions of the Interlocal Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have officially adopted
and caused this agreement to be executed and their signature to
be affixed by their respective chairman or chief official as of
the day and year first above written.

BAKER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

CLAY COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

DUVAL COUNTY, FLORIDA
BY ITS COUNCIL

Mayor

Attest: _____

City of Jacksonville
Corporation Secretary

FLAGLER COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

NASSAU COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

PUTNAM COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman

ST. JOHNS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

Chairman