

INTERLOCAL AGREEMENT CREATING THE
SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

THIS AGREEMENT, made and entered into this 8th day of November, 1973, pursuant to the authority of Section 163.01, Florida Statutes, by and between CHARLOTTE COUNTY, COLLIER COUNTY, GLADES COUNTY, HENDRY COUNTY, LEE COUNTY and SARASOTA COUNTY, each being a political subdivision of the State of Florida,

WITNESSETH:

WHEREAS, the continuing "Comprehensive State Planning" process described by Chapter 23 of the Florida Statutes includes, but is not limited to the following areas of regional and Local Development and concern:

1. Economic Development, including agriculture, industry and commerce;
2. Natural Resources Development, including oceanic and water resources, fish and wildlife, parks and recreation, pollution and environmental health;
3. Social Development, including housing, employment, education, mental and physical health and social welfare, and cultural development, public utilities and services;
4. Transportation Development, including provisions for airports, highways, roads and waterways;
5. Public and Industrial Safety, including the prevention and suppression of fires, explosions and unsafe conditions and practices including the prevention of crime, identification, custody and correction of criminals and those criminally inclined:

WHEREAS, the Environmental Land and Water Management Act, Chapter 380 of the Florida Statutes, grants to Regional Planning Agencies the right and duty to study, review and make recommendations concerning "Areas of Critical State Concern" and "Developments of Regional Impact" to local governments and through the Division of State Planning to the Governor and the

Cabinet, and

WHEREAS, Rule 22E-1.01 of the Florida Administrative Code requires every State Board, Department, Commission, District, Agency, County and Municipality Agency created by Florida Statutes or laws, except judicial or legislative circuits and districts, to use the ten (10) multi-county regional planning district boundaries to prepare regional studies, reports and plans and for programs and budgets, including but not limited to comprehensive planning and land and water management, and

WHEREAS, the Division of State Planning is responsible for conducting a "continual process of State Comprehensive Planning" by considering studies, reports and plans of each Federal, State, Regional and Local Governmental Department, Agency, Institution and Commission and considering existing and prospective resources, capabilities, and needs of State and Local governments based upon the best available data to establish goals, objectives and policies for the long-range guidance for orderly social, economic, and physical growth of Florida, and

WHEREAS, "Comprehensive Regional Planning Districts" are an integral part of "State Comprehensive Planning" as established by Part I of Chapter 23 of the Florida Statutes, and

WHEREAS, the parties hereto desire to make the most efficient use of their powers to cooperate for mutual advantages to provide services and facilities in an effort to optimize the employment of geographic human, economic and natural resources in an effort to optimize economic, natural resources, social, land use, transportation and public safety development, and

WHEREAS, Section 163.01(4) of the Florida Statutes provides "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."

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

1. Purpose: The purpose of this Agreement is:
 - a. To provide a means of exercising the rights, duties and powers of a Regional Planning Agency set forth by Chapters 23, 163 and 380 of the Florida Statutes, including those functions enumerated hereinabove by preambles, and other applicable Florida, Federal and Local law.
 - b. To serve as a regional coordinator for the members of the Region.
 - c. To exchange, interchange and review various programs of the individual members which have a relationship to regional problems.
 - d. To promote communication between the members for the conservation and compatible development of the member counties.
 - e. To cooperate with Federal, State, Local and non-governmental agencies to accomplish these objectives.
2. Effective Date, Duration, Termination and Withdrawal:
 - a. The principle member units of the Region shall be the Charlotte, Collier, Glades, Hendry, Lee and Sarasota Boards of County Commissioners.
 - b. This agreement shall continue from year to year without the necessity of a formal renewal by any party hereto, unless terminated as hereinafter provided.
 - c. Amendments to this agreement, except as to its membership provisions, shall be made effective by an affirmative vote

of a majority of the voting members of the Council. Changes in membership provisions shall require a majority of the principal member units. Any amendment to this agreement shall be submitted, in writing, to each regular voting member at least seven (7) days prior to the meeting at which such amendment is to be voted upon.

d. Any party hereto or principal member unit may withdraw its membership by resolution duly adopted by its governing body, and upon giving twelve (12) months written notice of withdrawal to the chairman of the governing body of each other principal member unit without the effect of terminating this agreement. Contractual obligations of the withdrawing member shall continue until the effective date of the withdrawal. All property, real or personal, of the Region on the effective date of withdrawal shall remain the property of the Region and the withdrawing principal member unit shall have no right thereto.

e. In the event there is a complete termination of this agreement which would involve the disposition of the property of the Council, such property shall be liquidated and each principal member unit shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of the principal member bore to total contributions made by all principal member units during the preceding fiscal year of the Region.

f. In case of a complete termination of this agreement, the non-Federal matching contribution to any approved Federal grant shall be firm, the project shall be completed and the required reports and accounting shall be completed.

g. This agreement may be terminated at any time by resolution duly adopted by the governing body of each principal member unit.

3. Membership: Each principal member unit as defined in Article 2(a) above shall be represented by one alternate and three (3) regular voting members of whom two (2) regular voting members will be members of the elected governing body of the principal member unit and the third a regular voting member of the elected governing body of a municipal corporation located within the boundaries of the principal member unit appointed after seeking the recommendation of the governing bodies of all municipalities within the County. Each voting member shall to be appointed by the governing body of the appropriate principal member unit. Each appointed member shall serve at the pleasure of the appointing Board of County Commissioners. An alternate shall be eligible to vote in the absence of a regular voting member.

4. Officers: The officers of the Region shall consist of the following:

- a. A Chairman, who shall serve as Chairman of the Council. He shall be an ex-officio member of all subsidiary committees and boards.
- b. A Vice-Chairman, who shall act for the Chairman in his absence. He shall also perform such other functions as the members, from time to time, shall assign.
- c. A Secretary, who shall conduct the correspondence of the Council, approve minutes of the meetings, be custodian of the records, keep the roll of all members and discharge such other duties as may be assigned by the Chairman or the members.
- d. A Treasurer, who shall supervise the financial affairs of the corporation and perform such other duties as usually pertain to that office.
- e. The officers of the Region shall be elected at the annual meeting of the Region and shall hold office for a term of one (1) year or until their respective successors are elected and qualified.

5. Meetings:

- a. The annual election of officers shall be held during the regular January meeting in each year.
- b. Regular meetings shall be held on the days and times established by the Council.
- c. Special meetings may be called by the Chairman at his discretion and shall be called by the Chairman when requested by one (1) voting member from each of two-thirds (2/3) of the principal member units.
- 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 a determination, the time and place of meetings shall be determined by the Chairman.
- e. A quorum at any meeting shall consist of a majority of the voting members present provided, however, no quorum shall exist unless a voting member is present from each of more than one-half (1/2) of the principal member units. When a quorum has been determined to be present, a majority of those present and voting may take action on all matters presented at the meeting. Each member present shall vote on each question presented to the Council except in the event he disqualifies himself. Proxy voting is prohibited.
- f. The Secretary or his nominee shall keep minutes of each meeting and distribute a copy thereof to each voting member.

6. Finances:

- a. On or before August 15th of each year, the Region shall adopt a budget and certify a copy thereof to the Clerk of the governing body of each principal member unit. Upon approval thereof by the governing body of the principal member unit, each principal member unit shall include in its annual budget and cause the levy of a millage sufficient to produce an amount sufficient to fund the proportionate share of each principal member unit of the Region's budget.

b. The fiscal year of the Region shall commence on the first day of October and end on the last day of September in each year.

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

d. The proportionate share of the budget of the Region shall be an amount which bears the same ratio to the total budget as the population of each principal member unit bears to the total population of Region, all as determined annually by the Department of Administration pursuant to Section 23.019, Florida Statutes, for the year preceding each budget determination.

e. The contribution of each principal member unit shall be thirty cents (30¢) per capita of the population of the principal member unit according to the last available determination under Section 23.019.

7. Powers: The Region shall have all powers granted by law, including without limiting the generality of the foregoing:

a. The powers granted by Chapters 23, 163 and 380 of the Florida Statutes as now existing or as, from time to time, are amended.

b. To adopt rules of policy and procedure and by-laws, to regulate its affairs and conduct business.

c. To adopt an official seal.

d. To maintain an office at such place within the Region as may from time to time be determined.

e. To employ staff members and consultants, including an executive director, planning specialists, clerical personnel,

- attorneys, engineers and other specialists as the Council deems necessary and desirable to the performance of its duties and exercise of its rights and powers.
- f. To utilize staff members employed by principal member units as agreed by the principal member unit and determined by the Council to be desirable to solve regional and local problems and establish Council policies.
 - g. To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of the functions of the Council.
 - h. To acquire, own, operate, maintain, lease and sell real or personal property and hold title thereto in the name of the Council.
 - i. To fix and determine by resolution rules and regulations relating to advertisement for bids, manner of bidding and a maximum amount, below which same will not be required.
 - j. To sue and be sued, implead and be impleaded, complain and defend, in all courts and before all administrative boards.
 - k. To receive and accept from any Federal or State agency and institutions grants for, or in aid of, the purposes of the Council.
 - l. To make and enter into all contracts and agreements, and do and perform all acts and deeds necessary and incidental to the performance of its duties and the exercise of its powers.
 - m. To incur debts, liabilities and obligations which are not the debts, liabilities or obligations of any of the parties to this Agreement.
8. It is expressly understood that the terms and conditions of, and 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 hereinabove not joining in this Agreement, any other provision of this Agreement to the Contrary notwithstanding.

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

BOARD OF COUNTY COMMISSIONERS
CHARLOTTE COUNTY, FLORIDA

By /S/ DOROTHY FLOWERS
Chairman

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

/S/ RUSS WIMER
Chairman

BOARD OF COUNTY COMMISSIONERS
GLADES COUNTY, FLORIDA

By /S/ TOMMY BRONSON
Chairman

BOARD OF COUNTY COMMISSIONERS
HENDRY COUNTY, FLORIDA

/S/ C. E. HALL
Chairman

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

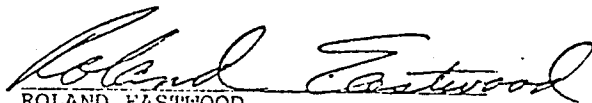
By /S/ R. H. WHAN
Chairman

BOARD OF COUNTY COMMISSIONERS
SARASOTA COUNTY, FLORIDA

/S/ WILLIAM A. MUIRHEAD
Chairman

CERTIFICATE

This is to certify that the attached Interlocal Agreement is a true and accurate copy of the original maintained in my file and that each Board of County Commissioners has duly passed and executed a Resolution approving the attached Interlocal Agreement as indicated by the facsimile signatures affixed thereto.



ROLAND EASTWOOD
EXECUTIVE DIRECTOR
SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL

AMENDMENT TO AGREEMENT
CREATING THE SOUTHWEST FLORIDA REGIONAL
PLANNING COUNCIL

THIS AGREEMENT, by and between CHARLOTTE COUNTY, COLLIER COUNTY, GLADES COUNTY, HENDRY COUNTY, LEE COUNTY and SARASOTA COUNTY, each being a political subdivision of the State of Florida, and hereinafter collectively referred to as "the COUNTIES",

WITNESSETH:

WHEREAS, the COUNTIES entered into an interlocal agreement on November 8, 1973, pursuant to Section 163.01, Florida Statutes, to create the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL, said agreement hereinafter referred to as "the Interlocal Agreement"; and

WHEREAS, Chapter 80-315, Laws of Florida, requires certain modifications to the Interlocal Agreement in order for the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL to continue to exercise its responsibilities under Chapter 23, 163 and 380, Florida Statutes; and

WHEREAS, it is the intent of the COUNTIES by entering into this amendment to the Interlocal Agreement to comply with the provisions of Chapter 80-315, Laws of Florida.

NOW, THEREFORE, FOR AND IN CONSIDERATION on the mutual promises, covenants, benefits to accrue and agreements herein contained and set forth, the COUNTIES signatory hereto do agree to the following amendments to the Interlocal Agreement to comply with the provisions of Chapter 80-315, Laws of Florida:

1. Paragraph 1.a. of the Interlocal Agreement is amended to read as follows:

1. a. To provide a means of exercising the rights, duties and powers of a Regional Planning Agency set forth by Chapters 23, 160, 163 and 380 of the Florida Statutes, including those functions enumerated hereinabove by preambles, and other applicable Florida, Federal and Local law.

2. Paragraph 2.c. of the Interlocal Agreement is amended to read as follows:

2. c. Amendments to this agreement, except as to its membership provisions, shall be made effective by an affirmative vote not less than two-thirds of the voting members of the Council. Changes in membership provisions shall require consent of a majority of the principal member units in addition to the two-thirds vote of the members of the Council. Any amendment to this agreement shall be submitted, in writing, to each regular voting member at least seven (7) days prior to the meeting at which such amendment is to be voted upon.

3. Paragraph 3 of the Interlocal Agreement is amended to read as follows:

3. Membership: At least eighteen voting members shall be elected County Commissioners or City Councilmen. Each principal member unit as defined in Article 2(a) above shall be represented by three voting members of whom two voting members will be members of the elected governing body of the principal member unit and the third a voting member of the elected governing body of a municipal corporation located within the boundaries of the principal member unit chosen by all municipalities within the County. In addition, the Governor of the State of Florida shall appoint representatives to the Regional Planning Council equalling one-half of the total of members appointed by the member counties and municipalities. These appointments shall be citizens of the Region and no two appointees of the Governor shall have their residences in the same county until each county within the Region is represented by a Governor's appointee.

4. Except as amended herein, the COUNTIES ratify and affirm the provisions of the Interlocal Agreement dated November 8, 1973.

IN WITNESS WHEREOF, the COUNTIES have caused the Agreement to be executed and their signatures to be affixed on the day and year indicated below their respective signatures.

Attest:

Buddy C. Alexander, Clerk of
Circuit Court and Ex-
Officio Clerk to the Board
of County Commissioners of
Charlotte County, Fl

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Buddy C. Alexander
Clerk

By: Paul G. Feag
Chairman

Date: October 28, 1980

ATTEST:

William J. Reagan, Clerk of
Circuit Court and Ex-
Officio Clerk to the Board
of County Commissioners of
Collier County, FL

By: William J. Reagan
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: Clifford L. Lenzel
Chairman

Date: October 7, 1980

ATTEST:

Jerry L. Beck, Clerk of
Circuit Court and Ex-
Officio Clerk to the Board
of County Commissioners of
Glades County, FL

By: Jerry L. Beck
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF GLADES COUNTY, FLORIDA

By: Vernon L. Lister
Chairman

Date: 10-13-80

ATTEST:

Charlotte R. Fitzsimmons,
Clerk of Circuit Court and
Ex-Officio Clerk to the Board
of County Commissioners of
Hendry County, Florida

By: Charlotte R. Fitzsimmons
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF
HENDRY COUNTY, FLORIDA

By: Donald C. Pratt
Chairman

Date: Oct. 14, 1980

ATTEST:

Sal Geraci, Clerk of
Circuit Court and Ex-
Officio Clerk to the Board
of County Commissioners of
Lee County, Florida

By: Betty In La Costa
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: K. L. Steele
Chairman

Date: Oct 1, 1980

ATTEST:

R. H. Hackney, Jr., Clerk of
Circuit Court and Ex-
Officio Clerk to the Board
of County Commissioners of
Sarasota County, Florida

By: R. H. Hackney Jr.
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: Jerry D. Duder
Chairman

Date: Oct 31, 1980

APPROVED AS TO FORM

By: Thomas M. Brundette
OFFICE OF COUNTY ATTORNEY