

# **Southeast Florida Regional Partnership**

## **DISCUSSION DRAFT Statement of Organization**

### **1.0 Organization Name**

The Southeast Florida Regional Partnership will henceforth be referenced as the “Partnership.” The organization may change its name upon the approval of a majority of partnership members.

### **2.0 Geographic Extent**

The geographic extent of the Southeast Florida Regional Partnership is the seven counties of Southeast Florida, listed from south to north: Monroe County, Miami-Dade County, Broward County, Palm Beach County, Marin County, St. Lucie County, and Indian River County.

### **3.0 Purpose**

The Partnership’s primary purpose is to work together to successfully carry out the activities outlined in the Partnership’s work plan to create a “Regional Vision and Blueprint for Economic Prosperity,” (Regional Vision and Blueprint) approved by the U.S. Department of Housing and Urban Development (HUD) on May 11, 2011. The work plan, milestones, and schedules will be more fully developed by the Partnership’s Executive Committee, the chief governing board for the Partnership and the Sustainable Communities Grant Consortium assembled for the purposes of applying for and implementing a HUD grant; Partnership and Consortium participants; and issue specific work groups. As the Partnership continues to grow and evolve, it is expected that its purpose or mission will evolve as well.

### **4.0 Partnership Membership**

At the time of the August 23, 2010 submittal to the U.S. Department of Housing and Urban Redevelopment (HUD) of a Sustainable Communities Regional Planning Grant Program (SCRPGP) grant application, the Partnership members were established as the following:

- a. South Florida Regional Planning Council (SFRPC), lead fiscal agent;
- b. Treasure Coast Regional Planning Council (TCRPC); and
- c. other private, public, and nonprofit entities in the Southeast Florida Region that signed a Memorandum of Understanding (MOU) or provided a letter of support pledging to support the livability principles incorporated in the grant application,

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help prepare the grant application, and assist in the implementation of the work program.

Additional organizations may join the Partnership by signing a MOU indicating their commitment to work collaboratively to advance the region's economic prosperity, livability, and sustainability through implementation of the work program developed by the Partnership.

The SFRPC, as lead fiscal agent, will maintain a list of all Partnership members and their primary points of contact.

Any Partnership member may terminate its membership in the Partnership upon written notice from the organization's Executive Director or Chief Executive Officer, with hard copy by U.S. Mail, to the Executive Director of the SFRPC. Termination of Partnership member status shall not relieve a member of any responsibilities or liabilities already incurred.

### 5.0 Sustainable Communities Grant Consortium

The Sustainable Communities Grant Consortium ("Consortium") is the core team within the Partnership for meeting HUD requirements and carrying out activities to develop the Regional Vision and Blueprint. Consortium participants, as regional leaders, commit to develop and implement the Regional Vision and Blueprint including specific responsibilities related to:

- Assist and participate in the development of strategies, plans, and tools;
- Assist in engaging stakeholders, particularly local and hard-to-reach populations;
- Help assess, analyze, and evaluate plans, strategies, tools, and projects;
- Play specific roles in implementing local projects providing leadership, staff support, research, oversight, or financial support;
- Participate in educational and outreach opportunities through classes, meetings, conferences, and workshops; and
- Assist in developing and refining the visions and plans that constitute the elements of a sustainable region and integrating these visions.

Consortium participants sign a Consortium agreement which affirms the role of the SFRPC as lead fiscal agent, and commits the participant to work cooperatively with the SFRPC, the TCRPC, and other Partnership and Consortium participants to develop the Regional Vision and Blueprint; to work with the Executive Committee established as the overall governing body for the Partnership to ensure full participation by Partnership and Consortium participants in developing and implementing the Regional Vision and Blueprint; and to commit leveraged resources in terms of staff, financial investment, or other resources in support of carrying out the work program to the best of their ability.

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Additional organizations who wish to join the Consortium will be asked to sign the Consortium Agreement, committing to carry out specific responsibilities and to provide leveraged resources in support of the work program.

Each Consortium participant will be asked to designate a primary delegate and a backup delegate to serve as points of contact for the participating organization and to participate in meetings of the Consortium. The Consortium delegates or their designees will meet at least once per quarter to receive reports on the work of the Consortium and the Partnership and will function as an advisory board for the development of the Regional Vision and Blueprint and related work plan activities. The Executive Committee Chair will preside over Consortium meetings.

The SFRPC, as lead fiscal agent, will maintain a list of all Consortium delegates and their primary designees. A majority (50% plus one) of those Consortium members identified on the Consortium membership list as of the date of the meeting must be present to conduct official business at a Consortium meeting. Consortium motions shall be approved upon a majority vote of the voting members present.

Any Consortium member may terminate its membership in the Partnership upon written notice from the organization's Executive Director or Chief Executive Officer, with hard copy by U.S. Mail, to the Executive Director of the SFRPC. Termination of Consortium member status shall not relieve a member of any responsibilities or liabilities already incurred.

### 6.0 Executive Committee

#### 6.1 Role and Responsibilities

An Executive Committee will serve as the overall governing board for the Partnership and the Consortium. The Executive Committee will oversee the Sustainable Communities Regional Planning Grant administration; establish the project organization; approve the overall work plan; recommend the selection of staff and consultants to the Regional Planning Council boards for action; provide guidance to the Project Director and Program Manager; provide policy direction for the Regional Vision and Blueprint; ensure all constituencies have meaningful opportunities to engage and shape the process; identify and resolve significant issues arising during the process; recommend the final Regional Vision, Blueprint, and implementation plan; and recommend the long-term structure for the Southeast Florida Regional Partnership.

#### 6.2 Membership

The Executive Committee will be comprised of the following members:

1. Chair of the SFRPC;
2. Vice Chair of the SFRPC;
3. An appointment of the SFRPC Executive Director;

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4. Chair of the TCRPC;
5. Vice Chair of the TCRPC;
6. An appointment of the TCRPC Executive Director;
7. A person from the southern counties (Monroe, Miami-Dade, or Broward) knowledgeable about economic growth, job creation, job training, and job placement, to be designated by the Chair of the SFRPC;
8. A person from the southern counties knowledgeable about equitable and affordable housing, to be designated by the Chair of the SFRPC;
9. A person from the southern counties knowledgeable about equity and traditionally underrepresented populations, to be designated by the Chair of the SFRPC;
10. A person from the northern counties (Palm Beach, Martin, St. Lucie, and Indian River) knowledgeable about economic growth, job creation, job training and job placement, to be designated by the Chair of the TCRPC;
11. A person from the northern counties knowledgeable about equitable and affordable housing, to be designated by the Chair of the TCRPC;
12. A person from the northern counties knowledgeable about equity and traditionally underrepresented populations, to be designated by the Chair of the TCRPC;
13. The District Secretary from Florida Department of Transportation Districts 4 or 6;
14. The Chair of the Southeast Florida/Caribbean Chapter of the Urban Land Institute (ULI), or the Chair's designee;
15. A person knowledgeable about water management in the Southeast Florida region identified by the Chairs of the SFRPC and TCRPC;
16. A member of the Monroe County Board of County Commissioners, if not already appointed to fill one of the first 15 positions;
17. A member of the Miami-Dade County Board of County Commissioners, if not already appointed to fill one of the first 15 positions;
18. A member of the Broward County Board of County Commissioners, if not already appointed to fill one of the first 15 positions;
19. A member of the Palm Beach County Board of County Commissioners, if not already appointed to fill one of the first 15 positions;
20. A member of the Martin County Board of County Commissioners, if not already appointed to fill one of the first 15 positions;
21. A member of the St. Lucie County Board of County Commissioners, if not already appointed to fill one of the first 15 positions; and
22. A member of the Indian River County Board of County Commissioners, if not already appointed to fill one of the first 15 positions.

The Executive Directors of the SFRPC and TCRPC, Project Director, Program Manager and Consultant Team(s) will serve as staff to the Executive Committee. Additional staff may be organized into a technical advisory committee as needed.

The initial Executive Committee members shall serve for the performance period of the Sustainable Communities Regional Planning Grant except that all appointees serve at the pleasure of the appointing body. Vacancies on the Executive Committee shall be filled in the same manner as the original appointment. The Executive Committee may also vote to modify the membership of the committee at any time during this performance period if

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the Committee determines the need to add members to more fully represent the entire region. By 90 days before the end of the performance period of the grant, the Executive Committee will recommend to the full Partnership members a structure and process for future membership of the Executive Committee.

Those members appointed to the Executive Committee in their capacity as chair or vice chair of the SFRPC and TCRPC may continue to serve as Executive Committee members once their term of office with the regional planning councils ends, upon agreement of the appropriate regional planning council board.

The SFRPC will maintain an attendance record of all meetings. If an Executive Committee member misses more than three consecutive executive committee meetings without an excused absence, the Executive Committee or the organization represented may choose to request a new member.

### **6.3 Officers**

The Executive Committee will elect a Chair and one or more Vice Chairs. The Chair will preside over all Executive Committee and Consortium meetings, oversee the work of the Executive Committee, and represent the Executive Committee before the full Partnership, Consortium, and other organizations. The Vice Chair(s) will act on the Chair's behalf when the Chair is absent, and will perform other duties as assigned by the Chair.

The initial Chair and Vice Chair(s) will serve for a period up to the performance period of the grant. If any officer resigns from his or her membership on the Committee or from his or her role as an officer, the Committee will elect a new officer at its next meeting.

### **6.4 Executive Committee Meetings**

The Executive Committee will meet at least once per quarter on a schedule established by the Chair.

Notices and agenda of Executive Committee meetings must be published and provided to Executive Committee members with a draft agenda at least 5 business days prior to the meeting.

A majority of the voting membership (50% plus one) is required to conduct Executive Committee business at a meeting site. So long as a quorum is initially present at the commencement of a meeting at a meeting site, the public business of the Executive Committee may continue, unabated, if a quorum is lost during the course of such meeting. Members may attend and participate by teleconference but their participation may not count towards the quorum. [CC]In the event that a quorum is not present, the voting members present may discuss the agenda items but must defer official actions to a later date. Proxy voting is not permitted.

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Agenda may be amended upon motion by any voting member of the Executive Committee at a time allocated for such amendments at the beginning of each meeting. Each member of the Executive Committee may discuss and vote on all matters before the Executive Committee, except in cases in which the member must recuse himself or herself due to a conflict of interest.

Executive Committee motions shall be approved upon a majority vote of the voting members present, except that a 2/3 vote of the Executive Committee voting members present is required for:

- a. approval of public workshop materials to be provided to the full Partnership membership for their consideration as public comment draft documents during meetings of the Partnership during the grant performance period; and
- b. approval to submit the Regional Vision and Blueprint to the Partnership for their consideration and approval at meetings of the Partnership.

Any action to be taken by the Executive Committee must be expressed and established by a motion stating the action to be taken by an identified member of the Executive Committee; a seconding of the motion by another identified member of the Executive Committee; a vote by the Executive Committee members present at the meeting accomplishing the requirements identified above; the recording of the action taken in meeting minutes; and the posting of the action taken on the Partnership web site in the form of meeting minutes.

If the SFRPC, as fiscal agent, raises an issue of concern related to the activities and decisions of the Southeast Florida Regional Partnership that might endanger the ability of the SFRPC to fulfill the terms of its Cooperative Agreement with the U.S. HUD, then the activity and / or decision will be halted until some it is resolved to the satisfaction of the SFRPC.

### **6.5 Subcommittees**

The Executive Committee may appoint Subcommittees of its members to carry out designated responsibilities. The Subcommittees will be governed under the same rules as the Executive Committee itself unless otherwise specified<sup>[1CC2]</sup>.

### **7.0 Work Groups**

To be developed

### **8.0 Non-Partisan Activities**

The Partnership shall be non-partisan. No part of the activities of the Partnership shall consist of the publication or distribution of material or statements with the purpose of attempting to influence or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

## 9.0 Public Records

All official meetings and records of the Partnership shall be open to the public as required by the Florida Sunshine Law, Chapter 286, Florida Statutes. The Partnership shall post on the Partnership web site: a record of all meetings and deliberations; all reports and documents reviewed by the Executive Committee and its Subcommittees; and records, documents, and presentations that are associated with all project deliverables. Public records can be requested by contacting the South Florida Regional Planning Council, 3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021; 954.985.4416.

## 10.0 Amendments

This Statement of Organization may be altered, amended or added to by vote of the Executive Committee, provided that:

1. Notice of the proposed changes shall contain a full statement of the proposed amendment;
2. The proposed amendment is placed on the Agenda of the next scheduled meeting following such presentation;
3. The proposed written change shall be mailed to all Executive Committee Members at least five (5) days prior to the meeting at which a vote will be held;
4. Executive Committee Members may propose relevant changes from the floor to any proposed amendment under consideration on the Agenda; and
5. The Executive Committee adopts the proposed amendment by a two-thirds (2/3) majority vote of the members present at the Executive Committee meeting.