



MEMORANDUM

AGENDA ITEM #15c

DATE: JUNE 7, 2010

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SOUTHEAST FLORIDA REGIONAL PARTNERSHIP MEMORANDUM OF UNDERSTANDING (RE: U.S. HUD, DOT, EPA SUSTAINABLE COMMUNITIES INITIATIVE)

The South Florida and Treasure Coast Regional Planning Council Boards have directed their respective staff to coordinate the development of a comprehensive joint application to the U.S. Department of Housing and Urban Development's Sustainable Communities Planning Grants Program. The Southeast Florida region includes Monroe, Miami-Dade, Broward, Palm Beach, Martin, St. Lucie, and Indian River counties.

The Southeast Florida Regional Partnership represents a broad-based group of regional stakeholders, including but not limited to, water resource, housing, human services, environmental and transportation agencies and organizations; community-based organizations; health care organizations and funders; local governments; non-profits; academia and research institutions; and private sector organizations. The Councils have requested from its partners letters and resolutions of support and, where appropriate, the execution of a Memorandum of Understanding to memorialize the regional partnership.

Please find herewith the Memorandum of Understanding for review and approval by the Board.

Recommendation

Authorize the Chair to execute the Memorandum of Understanding on behalf of the Council.

**SUSTAINABLE COMMUNITIES INITIATIVE
MEMORANDUM OF UNDERSTANDING
FOR THE
SOUTHEAST FLORIDA REGION**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide a mutual understanding in support of the signatory agencies, organizations, governments, and individuals that will be working in cooperation to: 1) prepare a successful Sustainable Communities Initiative (SCI) grant application; and 2) complete the work funded under the SCI grant.

II. Background

On June 16, 2009, the U.S. Department of Housing and Urban Development (HUD) joined with the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Transportation (DOT) to help improve access to affordable housing, more transportation options, and lower transportation costs while protecting the environment in communities nationwide. A set of guiding livability principles and a federal interagency partnership agreement is intended to guide their efforts in coordinating federal housing, transportation, and other infrastructure investments designed to protect the environment, promote equitable development, and help to address the challenges of climate change.

Congress provided a total of \$150,000,000 to U.S. HUD for the SCI program to encourage regional planning efforts that integrate housing and transportation decisions, and increase State, regional and local capacity to incorporate livability, sustainability and social equity principles into land use and zoning. From that total amount, \$100,000,000 is being made available to encourage metropolitan regions to develop integrated regional plans that articulate a vision for growth that federal housing, transportation and other federal investments can support.

More importantly, the three federal agencies have made a commitment to utilize the integrated regional plans or visions to guide their planning and funding decision-making. Funding to these metropolitan regions would generally be directed towards programs and projects identified in “Regional Plans for Sustainability” aimed at increasing transportation choices, reducing combined housing and transportation costs for American families, improving the quality of life in communities, and improving the natural and built environment.

III. Agreement

Whereas, there is a recognized need among the signatories for a coordinated, collaborative regional effort to prepare and carry out a successful SCI grant application and work program; and

Whereas, an SCI grant application and work program will be prepared and managed by the Treasure Coast and South Florida Regional Planning Councils in cooperation with the MOU signatories, including, but not limited to, (insert name of organization), with the intent of establishing a comprehensive regional plan or vision identifying critical projects and infrastructure to: 1) improve the Region’s sustainability; and 2) assist and guide federal funding agencies in prioritizing and focusing future federal investment in Southeast Florida; and

Whereas, the signatories agree to the best of their abilities and within the limits of their budgets to work cooperatively on the grant application and funded project; and

Whereas, any private sector organization, non-profit, academic or research institution, philanthropic partner, community organization, governmental entity, individual, or intermediary agency that bears responsibility for or has an interest in the sustainable development and redevelopment of Southeast Florida may be a partner and signatory to this MOU; and

Whereas, each of the signatories to this MOU understands urban redevelopment and the promotion of infill development in Southeast Florida represents environmental, transportation, social, and economic and community development strategies for restoration of the Everglades ecosystem and advancing the goals of the federal SCI program; and

Whereas, each of the signatories to this MOU is committed to following the Livability Principles relating to the sustainable development and redevelopment of Southeast Florida:

1. **Provide more transportation choices.** Develop safe, reliable and economic transportation choices to decrease household transportation costs, reduce our nation's dependence on foreign oil, improve air quality, reduce greenhouse gas emissions, and promote public health.
2. **Promote equitable, affordable housing.** Expand location-and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility, and lower the combined cost of housing and transportation.
3. **Enhance economic competitiveness.** Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services, and other basic needs by workers as well as expanded business access to markets.
4. **Support existing communities.** Target funding toward existing communities through such strategies as transit-oriented, mixed-use development and land recycling – to increase community revitalization, improve the efficiency of public works investments, and safeguard rural landscapes.
5. **Coordinate policies and leverage investment.** Align policies and funding to remove barriers to collaboration, leverage funding, and increase the accountability and effectiveness of all levels of government to plan for future growth, including making smart energy choices such as locally generated renewable energy.

6. **Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods – rural, urban or suburban.
7. **Enhance community resiliency to the impacts of Climate Change.** Enhance community resiliency to the impacts of climate change through the development of mitigation and adaptation strategies.

Whereas, any regional plan document developed under the SCI grant will support these Livability Principles and should, to the greatest extent possible and where appropriate, be built upon the foundation of work that has been accomplished and undertaken in the region where existing plans, partnerships, and processes enhance regional planning, coordination and efficiency, reduce unnecessary duplication of effort and responsibilities, and add clarity and accountability to implementation processes.

Now, Therefore, this MOU is established to create a framework for coordinating efforts related to the preparation of a successful SCI grant application and successfully completing the work funded under the SCI grant.

IV. Programming, Budgeting, Funding and Reimbursement Arrangement

- a. This MOU is neither a fiscal nor a funds obligation document. Any transfer of funds between parties may take place through existing authorities and procedures.
- b. Generally, any endeavor involving the transfer of funds will follow normal procurement or other appropriate processes and will be affected in writing by representatives of the organizations involved.
- c. This MOU in no way restricts the signatories from participating in similar activities or arrangements with other entities or agencies.

- d. Nothing in this MOU shall obligate the signatories to expend appropriations, obligate funds or enter into any contract or other agreement.

V. Effective Date

This MOU will become effective upon signature by any two parties. Any Party may terminate its participation in this MOU upon written notice to the other Parties. The provisions of the MOU will be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon.

VI. Other Memorandum of Understandings

There are no superseding MOUs on this topic among the Parties hereto.

VII. Signatures

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party has signed this five-page agreement on a separate page. The original signature pages are on file at the South Florida Regional Planning Council, 3440 Hollywood Boulevard, Suite 140, Hollywood, FL 33021; (954) 985-4416.

**SUSTAINABLE COMMUNITIES INITIATIVE
MEMORANDUM OF UNDERSTANDING
FOR THE
SOUTHEAST FLORIDA REGION**

By my signature below, my organization/agency becomes a signatory to the Sustainable Communities Initiative Memorandum of Understanding for the Southeast Florida Region, dated _____, 2010. I understand that the MOU will be executed in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. This original signature page will be kept on file at the South Florida Regional Planning Council.

Signature

Typed Name and Title

Organization/Agency

Date

Please return to:

South Florida Regional Planning Council
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021