



MEMORANDUM

AGENDA ITEM #10a

DATE: NOVEMBER 3, 2008

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE REGIONAL PLANNING COUNCILS THAT COMPRISE THE FLORIDA REGIONAL COUNCIL'S ASSOCIATION

The above referenced memorandum of understanding (MOU) is attached for your consideration. The 11 Regional Planning Councils (RPCs) in Florida possess varying levels of expertise in strategic issue areas such as Natural Resources, Economic Development, Emergency Management, Transportation, Affordable Housing, and Demographic Forecasting. The RPCs have a long, while somewhat informal, history of collaboration and exchange in order to maximize the utilization of such expertise.

The MOU presented herewith will result in some common understanding between the RPC regarding 1) notification when services are requested involving a location outside of the requested RPC's boundary, 2) consideration of mutual aid whenever an RPC could benefit from expertise available from another RPC, and 3) cooperation in the provision of services for statewide technical assistance.

Several of the RPCs have already adopted the MOU as recommended by the Florida Regional Council Association (FRCA). Staff recommends approval of the MOU.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE REGIONAL PLANNING
COUNCILS THAT COMPRISE THE FLORIDA REGIONAL COUNCIL'S
ASSOCIATION REGARDING THE PROVISION OF TECHNICAL ASSISTANCE**

WHEREAS, FLORIDA's REGIONAL PLANNING COUNCILs, hereinafter referred to as the "RPCs", are the designated agencies for the Regional Planning implementation of Ch. 163 F.S., Ch. 186 F.S., Ch. 380 F.S.; and,

WHEREAS, the RPCs have review and recommendation responsibilities in the areas of Natural Resources, Economic Development, Emergency Management, Transportation, Affordable Housing and other strategic regional issues; and,

WHEREAS, the RPCs perform technical assistance to their local governments in performing their comprehensive planning statutory requirements; and,

WHEREAS, individual RPC'S have varying levels of expertise in the above strategic issue areas; and,

WHEREAS, individual RPC'S responsibility for implementation of Chapter 163, 186, and 380, Florida Statutes, can be aided by the expertise of other Florida RPCs; and,

WHEREAS, the Florida's eleven RPCs are members of the Florida Regional Councils Association (FRCA); and,

WHEREAS, the purpose and intent of this Memorandum of Understanding is to delineate responsibilities and foster cooperation between the RPCs regarding reviews of Applications for Development Approval (ADAs), Local Government Comprehensive Plans and other Regional Planning and planning technical assistance activities.

NOW, THEREFORE, the RPCs through the FRCA hereby understand and agree as follows:

SECTION I. Notification

If an RPC is asked to provide technical assistance outside of their boundary and within the boundary of another RPC, the requested RPCs shall notify the RPC of jurisdiction and jointly discuss the nature of the requested technical assistance. The RPCs shall coordinate in the provision of these services to the satisfaction of the client.

SECTION II. Mutual Aid

RPCs that need technical assistance in performing their statutory requirements or in the provision of technical assistance to local governments and other clients within their region shall give consideration to other RPCs that have the appropriate expertise on staff to mutually provide technical assistance to the client or to provide the RPC seeking technical assistance with services to support their review, recommendations and reporting responsibilities. (i.e. DRI reviews)

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SECTION III. Statewide Technical Assistance

FRCA shall cooperatively work together to provide technical assistance to Federal, State and regional agencies when needed at a statewide level. The option that one RPC with special expertise in an issue area will take a lead role and subcontract to the remaining RPCs shall be encouraged, with the lead RPC being appropriately compensated for their coordination services.

SECTION IV. Liability

The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.

IN WITNESS WHEREOF, the Councils hereto have executed this Agreement on the day and year below written.

The SOUTH FLORIDA REGIONAL PLANNING COUNCIL hereby affirms that, at a duly constituted meeting of the Council on the ____ day of _____, 2008, it approved the terms of and does hereby enter into this Agreement.

ATTEST:

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

Chairperson