



MEMORANDUM

AGENDA ITEM III.F

DATE: MAY 7, 2012

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: PROJECT DIRECTOR POSITION FOR THE SUSTAINABLE COMMUNITIES INITIATIVE (SCI) SOUTHEAST FLORIDA REGIONAL PARTNERSHIP

Introduction

During the January 27, 2012 meeting of the Southeast Florida Regional Partnership's Executive Committee, as part of fulfilling HUD requirements under the SCI Grant, staff was directed to hire a full time Project Director and appointed a three-person Selection Committee (both RPC directors and the Chair of the Executive Committee) to select and recommend a person to fulfill this task.

The Selection Committee conducted a series of interviews and as a result recommended to re-structure the existing management structure and the creation of two new and/or modified positions. The Committee additionally recommended personnel and consultants to fulfill the new and/or amended positions.

Proposed Management Structure

1. The Selection Committee proposed combining the two existing positions of Project Director and Program Manager into a single Project Director position. The proposed consolidation is geared at improved management and communication between the RPC's and the different stakeholders, and will effectively result in the amount of funds allocated to management.
2. In light of the Tasks performed by the SFRPC staff to date, a new position described as Partnership Coordinator/HUD Point of Contact has been created. This position is proposed to be filled by an SFRPC employee, and funded by the SCI Grant accordingly and to the extent of funds budgeted.
3. All other RPC staff, including the Executive Directors, will continue to be engaged in the project on an as-needed basis.

Project Director Position Proposal

- The Project Director will be performing the dual task of Project Director and Program Manager.
- The Project Director position is entirely funded through SCI grant funds.

- The position will be funded in equal parts by each RPC.
- The SFRPC contribution shall be in the amount of Seven Thousand One Hundred Twenty Five and 00/100 Dollars (\$7,125.00) per month for the term of this Agreement
- The amount contributed by each Council is consistent with the funds budgeted to support this position as part of the HUD approved budget.
- HUD requires that no employee or consultant working under the Grant be paid more than \$129,000.00 annually with federal funds, but does not impose a compensation limit on what each grantee pays its staff and or consultants. In light of this, the Project Director position will be paid up to that maximum amount out of grant funds and the difference will be paid out of TCRPC's general funds. An equal amount to that expended from general funds will be destined to fund other staff members and grant related activities with grant funds.

Recommendation

Council should approve the Agreement between South Florida Regional Planning Council and Treasure Coast Regional Planning Council for the Southeast Florida Regional Vision and Blueprint for Economic Prosperity, and allow the Executive Director to work with counsel to amend the existing Contract accordingly between both RPC's.

Attachment

**AGREEMENT BETWEEN
SOUTH FLORIDA REGIONAL PLANNING COUNCIL
AND
THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR THE SOUTHEAST FLORIDA VISION AND BLUEPRINT FOR ECONOMIC
PROSPERITY**

This Agreement is entered into on May ____, 2012, between the South Florida Regional Planning Council (herein referred to as "SFRPC") and Treasure Coast Regional Planning Council (herein referred to as "TCRPC"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

Section 1. Purpose.

A. The purpose of this Agreement is to provide for the SFRPC and TCRPC to fund in equal shares, the position of Project Director for the creation and implementation of the **Southeast Florida Regional Vision and Blueprint for Economic Prosperity (RVB)** to fulfill all tasks and requirements of the US Department of Housing and Urban Development (HUD) Southeast Florida Sustainable Communities Initiative Regional Planning Grant.

B. SFRPC and TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

Section 2. General Terms and Conditions

- A. This Agreement shall begin on May 7, 2012, retroactive to April 1, 2012, and shall end on February 24, 2014 unless terminated earlier in accordance with Section 4 of this Agreement. The parties have the option to extend the term of the Agreement.
- B. The SFRPC and the TCRPC agree to jointly fund a total of One Hundred Seventy One Thousand and 00/100 Dollars (\$171,000.00) annually for the RVB Project Director position, pursuant to the terms and conditions contained herein.
- C. The TCRPC shall fund fifty percent (50%) of the RVB Project Director position. The TCRPC contribution shall be in the amount of Seven Thousand One Hundred Twenty Five and 00/100 Dollars (\$7,125.00) per month for the term of this Agreement.
- D. The SFRPC shall fund fifty percent (50%) of the RVB Project Director position from Federal funds currently allocated to SFRPC. The SFRPC contribution shall be in the amount of Seven Thousand One Hundred Twenty Five and 00/100 Dollars (\$7,125.00) per month for the term of this Agreement.
- E. The contributions from each party shall be made on a monthly basis for term of the agreement between the TCRPC and the consultant.

- F. TCRPC's contribution shall be deducted from the \$570,000.00 Agreement to perform the RVB between the two Councils.
- G. The TCRPC shall enter into a consulting agreement with the consultant who will perform the RVB Project Director services.
- H. Both the SFRPC and TCRPC agree to be governed by applicable State and Federal laws, rules and regulations.
- I. Modifications of this Agreement may be requested by either party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- J. The SFRPC and TCRPC mutually agree to establish a mechanism to resolve any conflicts that may arise from the creation and implementation of the RVB by using SFRPC's Regional Dispute Resolution Process or other mutually agreed process.

Section 3. Record Keeping.

- A. All records submitted by the SFRPC and the TCRPC shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. Both parties shall allow access to its records during normal business hours and upon reasonable advance requests of the other party, its employees, and agents.

Section 4. Default, Remedies, Termination.

- A. This Agreement may be terminated with or without cause by either SFRPC or TCRPC with sixty (60) days notice to other party.
- B. In the event either party desires to terminate the consultant's services, the parties shall consult with each other and agree to the termination of the consultant.

Section 5. Notice and Contact.

- A. All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For SFRPC:

James F. Murley
Executive Director
3440 Hollywood Boulevard, Suite 140
Hollywood, Florida 33021

For TCRPC:

Michael J. Busha
Executive Director
421 SW Camden Avenue
Stuart, Florida 34994

Section 6. Entirety of Agreement.

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understanding other than those stated herein.

Section 7. Invalidity of Clauses.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 8. Venue.

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Broward County, Florida.

Section 9. Attorney's Fees.

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

Section 10. Delegation of Duty.

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the Regional Planning Councils.

Section 11. Filing.

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Broward County pursuant to Section 163.01 (11), Florida Statutes.

Section 12. Equal Opportunity Provision.

SFRPC and TCRPC agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

**SOUTH FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

**James F. Murley
Executive Director**

Date: _____

Approved as to legal form:

By: _____

**Samuel S. Goren, ESQ.
General Counsel**

ATTEST:

**TREASURE COAST REGIONAL
PLANNING COUNCIL**

By: _____

**Michael J. Busha
Executive Director**

Date: _____

SSG:DNT:dnt

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