

INTERLOCAL AGREEMENT
CREATING THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Interlocal Agreement (“Agreement”) is entered into this ____ day of ____, 2025, (“Execution Date”) pursuant to Section 163.01, *Florida Statutes*, by and among the undersigned political subdivisions of the State of Florida, which have each adopted resolutions confirming their participation and membership in the East Central Florida Regional Planning Council, subject to the terms and conditions set forth below.

WHEREAS, the East Central Florida Regional Planning Council (“ECFRPC”) organized under Chapter 186, *Florida Statutes*, has historically coordinated areawide planning, provided cooperative activities between federal, state, and local governments, and offers a regional perspective to assist local governments in resolving issues that transcend their individual boundaries; and

WHEREAS, Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties, together with participating municipalities, wish to preserve, maintain, and enhance the regional cooperation and planning framework established under Chapter 186 to benefit their citizens; and

WHEREAS, the Florida Legislature has signaled the potential repeal or substantial amendment of Chapter 186, *Florida Statutes*, prompting the Counties and participating municipalities to plan and prepare for such legislative action to ensure the ECFRPC continues to function effectively even if Chapter 186 is rescinded.

WHEREAS, Section 163.01, *Florida Statutes* (the “Florida Interlocal Cooperation Act of 1969”), enables local governmental entities to jointly exercise powers and provide facilities or services on a basis of mutual advantage, thereby offering a statutory framework for reorganizing the ECFRPC under Chapter 163; and

WHEREAS, the Counties and participating municipalities desire to reorganize the East Central Florida Regional Planning Council under Section 163.01, *Florida Statutes*, to serve the best interests of the Region’s citizens, preserve its role in regional collaboration and allow for future growth or changes as circumstances evolve, and ensure its continued eligibility to apply for, administer, and receive federal, state, and regional grants, contracts, and funding opportunities; and

WHEREAS, the Counties and participating municipalities wish to clearly establish that upon the effective dates of this Agreement described below, all prior Interlocal Agreements establishing prior versions of the East Central Florida Regional Planning Council are revoked, terminated, and superseded by this Agreement, and shall have no further legal force or effect; and

WHEREAS, each of the undersigned County has adopted the necessary resolution approving execution of this Agreement, thereby confirming their participation and membership in the East Central Florida Regional Planning Council as reorganized under Chapter 163.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and

cooperative efforts set forth in this Agreement, and recognizing the benefits accruing from a coordinated regional planning process, the Counties of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia, together with participating municipalities (collectively, the “Parties”), agree that their respective contributions of funds, resources, and collaboration constitute good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Pursuant to the authority granted by Section 163.01, *Florida Statutes*, the Parties hereby establish the East Central Florida Regional Planning Council (the “Council”) as a separate legal entity and instrumentality of local governments. This Agreement shall inure to the mutual benefit of each Party and is intended to promote the health, safety, welfare, and coordinated regional development of the residents of the Region. The Parties further delegate to the Council such powers and responsibilities as specifically set forth herein and agree as follows:

Section 1. Organization.

- 1) **Creation Under Chapter 163.** Pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, the Principal Member Units hereby organize and establish a regional planning council as a governmental entity, regional governmental body, and instrumentality of local government, to be known as the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (“ECFRPC” or “Council”). It is the express intent of the Principal Member Units that the Council qualify as a “local government,” “regional governmental entity,” or similar designation under applicable state and federal law, including, without limitation, Title 2 of the Code of Federal Regulations, Part 200 (2 CFR Part 200), thereby enabling the Council to directly apply for, receive, and administer federal, state, and regional, and local grants, contracts, and other funding. The Council shall consist of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia Counties, along with municipal representatives participating as provided herein. Council headquarters shall be at a central location determined by majority vote of the Council. Field offices may be established at other locations as deemed necessary.
- 2) **No Duplication of Powers Under s. 186.515.** Until the statutory repeal of Chapter 186, *Florida Statutes*, takes effect (the “Repeal Date”), local general-purpose governments serving on the existing Chapter 186 regional planning council do not intend hereby to create a duplicative regional planning council under Chapter 163 for the same powers or duties set forth in Sections 163.3164 or 380.031(15). This Agreement shall have no legal effect that conflicts with Section 186.515, *Florida Statutes*, prior to the Repeal Date. If the Legislature does not repeal Chapter 186, this Agreement remains valid as an interlocal agreement under Chapter 163 but will not displace the existing Council’s statutory authority unless and until the repeal becomes effective.
- 3) **Springing Effect Upon Repeal.**
 - a) **Partial Effect for Administrative Tasks.** From the date this Agreement is filed with the Clerk as provided below, until the Repeal Date, the Council may convene for organizational and administrative purposes, including but not limited to adopting bylaws or rules of procedure, electing officers, preparing an initial budget, and taking any other non-duplicative actions that ensure continuity upon the Repeal Date. However, the Council shall not exercise

any powers or duties under this Agreement that would duplicate those of the existing Council under Chapter 186, *Florida Statutes*, before the Repeal Date.

- b) **Full Effect Upon Repeal Date.** This Agreement shall become fully operative from the date this Agreement is with the Clerk, and upon the Repeal Date, at which time the Council formed hereunder succeeds to all rights, obligations, and responsibilities of the prior East Central Florida Regional Planning Council, as further provided in Section 21. If the legislature's repeal of Chapter 186 becomes effective on a date other than [July 1, 2025], the Agreement's operative date shall automatically adjust to that new Repeal Date without further action.

Notwithstanding, each signatory county's obligations become binding upon adoption of the authorizing resolution and execution of its counterpart, contingent upon the overall effectiveness of this Agreement upon filing.

- 4) **Successor Status to Prior Chapter 186 Council.** The Council created by this Agreement is hereby declared the lawful successor in interest to the East Central Florida Regional Planning Council originally established under Chapter 186, *Florida Statutes*, the Council shall assume all rights, powers, and responsibilities formerly held by the ECFRPC upon the Repeal Date, and as further provided in Section 21.

Section 2. Purpose, Powers, and Duties.

- 1) **Purpose.** The purpose of the Council, consistent with Section 163.01(2), *Florida Statutes*, is to facilitate intergovernmental cooperation for the mutual advantage of participating governments, providing a non-partisan forum to address regional issues that transcend local boundaries, and fostering coordination among local governments, public agencies, and community stakeholders to promote balanced regional growth, quality of life, and effective regional solutions.

- 1) **General Powers.** Pursuant to Section 163.01(7), *Florida Statutes*, the Council, as a separate legal entity, may exercise all powers necessary or incidental to the performance of its duties under this Agreement, including but not limited to the following:

- a) **Coordination & Communication.**

- i) Provide regional coordination among local governments in the East Central Florida Region.
- ii) Promote communication among local governments, public agencies, and private or nonprofit sectors in the Region.
- iii) Identify regional problems and issues, and work toward their resolution through collaboration, mediation, or advisory recommendations.

- b) **Planning & Advisory Functions.**

- i) Serve as a forum for exchanging, reviewing, and coordinating regional programs or concerns referred to the Council.

- ii) Provide technical assistance and advisory support to local governments on growth management matters, consistent with Part II of Chapter 163, Florida Statutes (the Community Planning Act).
- iii) Coordinate with the Florida Department of Economic Opportunity or other state agencies on matters of regional or statewide importance, including local government comprehensive plan reviews, plan amendments, and technical assistance grants.
- iv) Cooperate with federal and state agencies in planning for emergency management as defined in Section 252.34, *Florida Statutes*, to the extent feasible and requested by local governments.
- v) Provide assistance to local, regional, state, and federal entities in areas of, but not limited to resilience, emergency management, transportation, GIS, economic community development, and any other technical assistance as requested by local governments.

c) Contracting & Funding.

- i) Make and enter into all contracts and agreements necessary or incidental to the performance of its duties or obligations to its Members.
- ii) Accept, receive, and expend funds, grants, assistance, bequests, or services from the Federal Government, the State of Florida, local governments, private or civic sources, or any other entity.
- iii) Receive and expend such funds as may be appropriated by a Member, and act as an agency to receive and expend federal or state funds for program areas the Council deems feasible.
- iv) Fix and collect membership dues, fees, or assessments as authorized by this Agreement to support the Council's operations.

d) Property & Operations.

- i) Acquire, lease, hold, or sell real and personal property.
- ii) Maintain an office or offices at such place(s) within the Region as the Council may determine.
- iii) Employ, retain, or contract for personnel, consultants, technical experts, or clerical staff necessary to fulfill the Council's purposes, subject to policies established in the Bylaws and the adopted budget.
- iv) Sue and be sued in its own name.
- v) Conduct studies of the resources of the Region, and participate with other governmental agencies, educational institutions, or private organizations in furtherance of the Council's

mission.

e) Public Engagement.

- i) Hold public hearings, workshops, meetings, and sponsor public forums in any part of the Region whenever the Council deems it necessary or useful to fulfill its duties.
- ii) Establish such advisory bodies as the Council may find appropriate for the conduct of its activities.

f) Transportation Coordination (Non-MPO Role).

- i) The Council is not a Metropolitan Planning Organization (MPO) and does not assume any MPO statutory authority. However, to foster regional coordination, the Council may review or comment on regional transportation plans prepared by MPOs, TPOs, or other transportation authorities, identify potential inconsistencies with local comprehensive plans, and facilitate dialogue among transportation entities and local governments.

g) Limitations on Authority.

- i) The Council shall not exercise any power prohibited by the Florida Constitution or general law.
- ii) The Council shall not duplicate or infringe upon powers currently assigned by law to other entities, including MPOs or TPOs, except as provided for coordination, advisory, or review purposes.
- iii) In the event of any conflict with other provisions of Florida law, this Agreement shall be interpreted to the fullest extent possible to remain consistent with Chapter 163, *Florida Statutes*, and all other applicable statutes.

h) Continuation of Existing Functions.

- i) The Council may assume, continue, or expand upon any lawful functions and programs previously carried out by the East Central Florida Regional Planning Council under Chapter 186, *Florida Statutes*, to the extent such functions or programs remain consistent with Chapter 163, *Florida Statutes*, and do not conflict with any requirements of this Agreement.

Section 3. Definitions.

- 1) “Council” – means the East Central Florida Regional Planning Council created by this Agreement pursuant to Section 163.01, *Florida Statutes*.
- 2) “Council Member(s)” – representatives appointed by Principal Member Units, and by applicable Leagues of Cities, or where no league of cities exists, the largest city within each county, as hereinafter provided.

- 3) “Effective Date” – means the date of filing this Agreement with the Clerk of the Circuit Court in Orange County, Florida, in accordance with Section 163.01(11), *Florida Statutes*, unless otherwise stated herein for the “Repeal Date.”
- 4) “Elected Official” – a member of the governing body of a Principal Member Unit, a municipality, or a county elected official chosen by the governing body.
- 5) “Ex-Officio Non-Voting Member” – an ex-officio non-voting member appointed by an applicable federal, state, regional or other governmental entity. Following repeal, such gubernatorial appointees may serve the remainder of their term as ex-officio, non-voting members unless otherwise appointed by participating governmental entities.
- 6) “Department” – the Florida Department of Economic Opportunity, Florida Department of Commerce, or its successor entity
- 7) “Federal or Federal Government” – the government of the United States of America or any department, commission, agency or instrumentality thereof.
- 8) “Former ECFRPC” means the East Central Florida Regional Planning Council previously established and operating pursuant to Chapter 186, *Florida Statutes*, prior to the Repeal Date.
- 9) “Local general-purpose government” – any municipality or county created pursuant to the authority granted under Section 1 or 2, Article VIII of the Constitution for the State of Florida.
- 10) “Member(s)” – means any Party (including each Principal Member Unit or any municipality within the Region) recognized as a member of the Council under this Agreement.
- 11) “Parties” means all local governmental entities that have executed this Agreement (or otherwise adopted it by resolution), including the Principal Member Units and any participating municipality or association.
- 12) “Population” – the population according to the current determination by the executive office of the Governor pursuant to Section 218.26, *Florida Statutes*, for revenue sharing purposes.
- 13) “Principal Member Unit” – means each county that is a party to this Agreement and has executed it (or a valid joinder/renewal), thereby assuming the obligations and privileges of voting membership. The term specifically includes the counties of Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia so long as each remains a signatory to this Agreement, and any other county admitted as a Principal Member Unit under this Agreement.
- 14) “Region or East Central Florida Region” – the geographical area, including both land and water, within all the counties that are Principal Member Units under this Agreement at any given time. Initially, the Region includes Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia Counties, but shall automatically expand or contract to encompass any additional or withdrawing Principal Member Units as provided in this Agreement
- 15) “Repeal Date” - means the effective date of the statutory repeal of Chapter 186, *Florida Statutes*.

- 16) “State or State government” – the government of the State of Florida, or any department, commission, agency or instrumentality thereof.
- 17) “Strategic Policy Plan” – a long-range guide for physical, economic and social development of the Region, or subsection of the Region, that identifies goals, objectives and policies of the Region or such subsection.

Section 4. Membership.

- 1) Each county in the Region shall have two voting representatives on the Council, each of whom shall be an elected official as defined in the Constitution of the State of Florida, or in the *Florida Statutes*.
- 2) The City of Orlando may appoint one voting representative who shall be an Elected Official of the City.
- 3) Municipalities in Brevard, Lake, Marion, Sumter, and Volusia Counties may caucus through their respective local League of Cities and shall each appoint from their members one voting representative who shall be an Elected Official from a municipality within such League. In the event an applicable League of Cities does not exist, or does not appoint, then a representative from the municipality with the largest population in the county whose municipalities are not represented shall be entitled to a voting representative.
- 4) Municipalities in Orange, Osceola, and Seminole County may caucus through the Tri-County League of Cities and appoint from its members three voting representatives – one from each county, each of whom shall be an elected official from a municipality. In the event the Tri-County League of Cities does not appoint one or more representatives, then the municipality with the largest population in each county whose municipalities are not represented shall be entitled to appoint a voting representative, unless that municipality is the largest in the region and is already represented, above. In that event, the second largest city in that county shall be entitled to a voting representative.
- 5) Each municipality in the region may appoint one non-voting representative. Such representatives shall have the right to participate in all activities of the Council but shall not have the right to vote or to serve as an officer of the Council and shall not be counted in determining a quorum.
- 6) Ex-officio, non-voting members, as appointed, shall have the right to participate in all activities of the Council but shall not have the right to vote or to serve as an officer of the Council and shall not be counted in determining a quorum.
- 7) Vacancies. Any vacancy in voting membership shall be filled for the unexpired term in the same manner as the initial appointment.

Section 5. Council.

- 1) **Composition of the Council.** The Council shall consist of the voting representatives of the member local governments as specified in this Agreement. References to “Council Members” in

this Agreement or the Bylaws mean those voting representatives or their duly appointed alternates.

- 2) **Regular Meetings.** The Council shall hold regular meetings, as well as an Annual Meeting each fiscal year to elect officers, approve the annual budget, and conduct essential business. Specific details regarding meeting frequency, scheduling, and procedures for regular meetings shall be established in the Bylaws.
- 3) **Meeting Notices.** Reasonable advance notice of all meetings shall be provided to Council Members and the public as required by Chapter 286, *Florida Statutes* (Florida's Sunshine Law). Specific notice requirements, including emergency or special meetings, shall be detailed in the Bylaws.
- 4) **Quorum and Voting.** A quorum shall consist of a majority of the Council Members unless otherwise specified in the Bylaws. Voting procedures and additional procedural rules for Council action shall be established by the Bylaws, provided they comply with this Agreement and Florida law.
- 5) **Alternates.** Each appointing authority may designate an alternate representative who shall have full voting rights and privileges in the absence of the primary representative, consistent with procedures established in the Bylaws.
- 6) **Sunshine Law Compliance.** All official meetings of the Council shall comply fully with Florida's Sunshine Law, Chapter 286, *Florida Statutes*, and other applicable Florida laws.

Section 6. Council Meeting Agenda.

- 1) **General Requirement.** The Council shall adopt and maintain written procedures governing the scheduling and content of meeting agendas, including protocols for adding, removing, or modifying agenda items. These procedures shall be set forth in the Council's Bylaws, provided that nothing therein shall conflict with this Agreement, Chapter 120, *Florida Statutes*, or with the Sunshine Law (Chapter 286, *Florida Statutes*).
- 2) The Council may, in its Bylaws, require additional steps or notices beyond those mandated by Florida law for emergency or time-sensitive matters.
- 3) The Council shall, at a minimum, ensure that any agenda-creation or modification procedures comply with Section 120.525(2), *Florida Statutes*, and any other applicable statutes or administrative rules.
- 4) Unless otherwise provided by chapter 120, *Florida Statutes*, or provided herein, the most recently published edition of Robert's Rules of Order shall apply.

Section 7. Finances.

- 1) **Fiscal Year.** The Council's work year and fiscal year shall be the twelve (12) months beginning the first day of October and ending the thirtieth day of September.

- 2) **Annual Budget and Membership Fee Estimate.** The Council shall adopt a work program and budget for each fiscal year by the beginning of that fiscal year. The Council shall provide, by July 1 of each year, an estimate of the next fiscal year's membership fee to the governing body of each Principal Member Unit. Each Principal Member Unit shall include in its annual budget and provide to the Council funds in an amount sufficient to fund its proportionate share of the Council's adopted budget.
- 3) **Proportionate Share.** The proportionate share of the Council's budget shall be an amount that bears the same ratio to the local share of the total annual Council budget as the population of each Principal Member Unit bears to the total population of all participatory counties, which each participating county agrees to pay.
 - a) Each participating municipality, or League of Cities where applicable, holding a voting seat on the Council, that is located in a withdrawn Principal Member Unit (County), shall pay its proportionate share, calculated by the ratio of the collective municipality population in the withdrawn county to the total regional population, should the municipalities wish to continue to participate in the Council as a voting member.
- 4) **Due Date of Assessments.** Assessments shall be due in full on October 1.
- 5) **Consequences for Nonpayment.** Each Principal Member Unit that does not remit the assessed amount by November 1 shall lose all voting privileges, both for representatives from the principal member and other appointees from the county, until payment is made.
- 6) **Budget Amendments.** The budget and such other changes, amendments or supplements as are necessary to conduct the fiscal affairs of the Council shall be amended by action of the Council provided, however, that the budget may not be amended to increase the annual per capita contribution by the Principal Member Units.

Section 8. Officers, Term of Office and Duties.

Officer Positions. The Council shall elect from its voting membership a Chairperson, Vice-Chairperson, Secretary, Treasurer, and any additional or at-large officer positions established in the Bylaws. Officers shall serve terms as specified in the Bylaws. The newly elected officers shall be declared installed following their election and shall assume the duties of office following the conclusion of the Annual Meeting.

- 1) **Roles and Duties.** The specific roles, duties, and responsibilities of the Chairperson, Vice-Chairperson, Secretary, Treasurer, and any additional officer positions shall be defined in the Bylaws, provided they are consistent with this Agreement and Florida law.
- 2) **Election Procedures.** Officers shall be elected at the Annual Meeting by majority vote of the Council, following procedures established in the Bylaws. Officers shall assume their positions on October 1.

Section 9. Duration, Amendment, Withdrawal, Dissolution

- 1) **Duration.** This Agreement remains in effect until (a) terminated by the unanimous consent of all

then-current Principal Unit Members, or (b) superseded by a new interlocal arrangement consistent with Chapter 163. The Agreement should be reviewed at least every [ten (10)] years or more frequently if directed by the Council to confirm it remains consistent with current law and regional needs.

- 2) **Amendment.** Any amendments to this Agreement shall be in writing and set forth an effective date. To put into effect any amendment, each member county shall adopt, by a majority vote of its governing body, a resolution authorizing its chairman or chief elected official to execute the amendment.
- 3) **Admission of New Counties and Municipalities.**
 - a) A county may request to join the Council by:
 - i) adopting a resolution of its governing body expressing intent to be bound by this Agreement, including financial obligations;
 - ii) submitting the resolution to the Council; and
 - iii) receiving an affirmative vote of majority of the Council at a duly noticed meeting.

Upon such approval and execution of a joinder agreement, the county shall become a Principal Member Unit, and the definition of “Region” in Section 3 shall automatically include that county.

- b) **Admission of Municipalities Outside Current Counties.** The Council may, by majority vote, permit municipalities located outside any Principal Member county to join as voting or non-voting Members, upon terms and conditions for Counties requesting to join the Council. Such municipalities shall adopt a resolution binding themselves to the provisions of this Agreement and any bylaws or policies.
 - c) **Execution of Joinder.** Each new county or municipality admitted under this Section must execute a joinder or counterpart adopting this Agreement. The Council may thereafter list the new county or municipality in an attachment or schedule of Members without requiring a formal ILA amendment, subject to any legal filing requirements under Chapter 163, *Florida Statutes*.
 - d) **No Retroactive Benefits.** Except as expressly approved by the Council, newly admitted Members shall not receive any distributions or benefits from funds accrued before their admission date.
- 4) **Withdrawal Procedure.**
 - a) **Notice.** Any Member may withdraw after giving 180 days’ written notice of intent to withdraw to all other Members and to the Executive Director. The withdrawal becomes effective on the date specified in the notice, but not earlier than the 180-day notice period.
 - b) **Continuation of Financial Obligations.** A withdrawing Member remains obligated for its

share of costs through the fiscal year of withdrawal, including any contractual obligations the Council incurred prior to the effective withdrawal date. Withdrawal does not absolve a Member from meeting its financial, legal, or other commitments that exist at the time of withdrawal.

- c) **Administrative Steps.** The Council and the withdrawing Member shall execute a brief memorandum reflecting the withdrawal, which may be recorded in each county in which the Council operates.
- d) **Effect on Municipalities Within a Withdrawing County.**
 - i) **Right to Remain.** In the event that a Principal Member Unit (County) withdraws, any municipality located within that withdrawing County's geographic boundaries may elect to remain a Member of the Council.
 - ii) **Voting Membership Requirements.** If such a municipality or League of Cities wishes to remain as a voting member, it must notify the Council in writing of its intention to continue as a voting member no later than sixty (60) days following the County's withdrawal effective date.
 - iii) **Assessment.** A municipality or League of Cities remaining as a voting member under this Agreement shall pay an annual per capita assessment equivalent to the principal membership cost share formula referenced in Section 7 or an assessment otherwise established by the Council's adopted budget .
 - iv) **Non-Voting Participation.** Should a municipality or League of Cities appointment choose not to pay a voting-member assessment, it may continue as a non-voting or ex-officio member, subject to any other applicable membership fees or policies established by the Council.
 - v) **No Automatic Termination of Municipal Membership.** A municipality's or League of Cities appointment status (whether voting or non-voting) is not automatically terminated by the withdrawal of its County but shall instead be determined in accordance with this subsection.
- e) **Rejoining After Withdrawal.**
 - i) **Procedure.** A county that has previously withdrawn under this Section may seek to rejoin the Council by adopting a resolution of its governing body declaring its intent to re-enter. The withdrawing county shall then submit that resolution to the Council. The Council must approve the county's re-entry by a majority vote at a regular meeting with a quorum present.
 - ii) **Dues and Assessments.** Upon rejoining, the county shall be responsible for its proportionate share of the Council's budget for the then-current fiscal year, pro-rated for any remaining months, or as otherwise established by the Council's adopted budget or Bylaws.

- iii) **Execution of Updated Agreement.** The returning county shall sign any updated counterpart or joinder document reflecting its renewed membership, and shall thereafter be bound by all terms and conditions of this Agreement, as well as any Council Bylaws or policies then in effect.
- iv) **No Retroactive Claims.** The rejoining county shall not be entitled to refunds, credits, or other financial claims for any period during which it was not a Member, absent a separate written agreement approved by the Council.

5) **Dissolution.**

- a) **Termination of the Agreement.** In the event this Agreement is terminated by the unanimous consent of all Members, the Council shall wind up its affairs.
 - i) In the case of a complete termination of this agreement, the non-Federal matching contribution required to match any approved Federal or State grant shall be firm. The project shall be completed, and the required reports and accounting shall be completed.
- b) **Disposition of Assets.** After payment of all valid debts and obligations, any remaining funds or property shall be distributed among the then-current Members in proportion to their contributions at the time of termination or per the existing cost-share formula.
- c) **No Member Liability for Others' Debts.** Unless otherwise agreed in writing, the debts, liabilities, and obligations of the Council do not constitute a debt, liability, or obligation of any individual Member beyond that Member's proportionate share or annual assessment.
- d) **Sovereign Immunity and Indemnification.**
 - i) **Immunity.** All of the privileges and immunities from liability and exemptions from laws, ordinance and rules which apply to the activity of the officials, officers, agents or employees of the members shall apply to the officials, officers, agents of employees of the Council when performing their respective functions and duties under the provisions of this Agreement.
 - ii) **No Waiver of Immunity.** Nothing in this Agreement shall be construed to waive the sovereign immunity of any Member or of the Council, nor shall it be construed to increase the limits of liability as set forth in Section 768.28, *Florida Statutes*, or any other law.
 - iii) **Separate Legal Entity.** The Council is recognized as a separate legal entity under Section 163.01, *Florida Statutes*, and is subject to the same limitations on liability as a political subdivision under Section 768.28, *Florida Statutes*.
 - iv) **Responsibility for Acts.** Each Member is solely responsible for any claims, suits, judgments, or damages arising from the negligent or wrongful acts or omissions of its own officers, employees, or agents, subject to any immunities or limitations of liability provided by law.

- v) **Indemnification by Council.** To the extent allowable by law and within the limits of Section 768.28, *Florida Statutes*, the Council agrees to defend, hold harmless, and indemnify each Member from and against any and all claims, liabilities, and causes of action arising out of or relating to the Council's operations or the acts of the Council's officers, employees, or agents. This provision does not constitute a waiver of sovereign immunity or consent by the Council to be sued beyond the limits set forth in Section 768.28, *Florida Statutes*.
- vi) **Insurance.** The Council shall maintain such liability insurance or self-insurance in amounts determined reasonable by the Council, consistent with applicable law and budgetary constraints, to cover risks associated with its operations and the conduct of its officers and employees.

Section 10. Committees.

- 1) **Establishment of Committees.** The Council may, by resolution or through its Bylaws, establish standing or ad hoc committees as deemed necessary to carry out the Council's purposes. The Council Chairperson, or the Council itself, may create, discontinue, or modify committees according to procedures established in the Bylaws.
- 2) **Executive Committee.** The Council shall establish an Executive Committee to handle interim or specialized matters as necessary. Membership and duties of the Executive Committee shall be set forth in the Bylaws, provided that the majority of the Executive Committee must consist of Principal Member Unit representatives.
- 3) **Committee Membership.** Methods of committee formation, chair appointments, terms of service, and voting rights within committees shall be detailed in the Council's Bylaws. The Bylaws may authorize the Chairperson, with Council approval, to appoint committee members and fill vacancies between Council meetings.
- 4) **Compliance with Law.** All committee meetings shall be conducted in compliance with the Sunshine Law, Chapter 286, *Florida Statutes*, and other applicable laws. Nothing herein shall authorize any committee to exercise powers inconsistent with this Agreement or Florida law.

Section 11. Staff.

- 1) **Executive Director.** The Council shall employ an Executive Director, who serves at the pleasure of the Council. The Executive Director's hiring, dismissal, compensation, and general responsibilities shall be established in the Bylaws and in any employment agreement approved by the Council, provided such processes do not conflict with Florida law or this Agreement.
- 2) **Duties.** The Executive Director's duties shall include, at minimum:
 - a) Overseeing the Council's day-to-day operations;
 - b) Supervising and administering the Council's work program;
 - c) Preparing a proposed annual budget for Council review;

- d) Serving as an ex-officio member and advisor to the Council and Committees; and
 - e) The Executive Director shall act as agency clerk.
- 3) **Staff Hiring.** The Executive Director shall employ staff, consultants, or technical and clerical assistants necessary to fulfill the Council’s mission. The Bylaws may establish further detailed procedures regarding staff hiring, consultant agreements, and other operational matters.
- 4) **Employment Practices.** The Council, as a separate legal entity created by this Agreement, maintains exclusive authority over its employment practices, personnel policies, human resources management, and compliance with all applicable federal and state employment laws and regulations. This includes, without limitation, the Equal Employment Opportunity Act (EEO), the Americans with Disabilities Act (ADA), the Fair Labor Standards Act (FLSA), and applicable Florida statutes governing public employment. Specific procedures governing employment matters shall be detailed in the Council’s Bylaws, Employee Handbook, and other internal policies. Member counties and municipalities shall have no oversight, liability, or responsibility concerning Council personnel or employment practices.

Section 12. Plans, Studies, Activities, and Reports.

- 1) **General Authority.** The Council is authorized to perform planning, studies, analyses, or similar services within the Region or portions thereof, and may enter into contracts or agreements with entities requesting such services, provided the Council recovers agreed-upon costs. Specific procedures for reviewing, approving, and administering requests for special studies shall be established in the Bylaws or separate Council policies.
- 2) **Annual and Special Reports.** The Council shall prepare and submit an annual report of its activities, including financial reporting, to local governments and state authorities as required by Florida law. Additional procedures for report preparation, approval, and distribution shall be detailed in the Bylaws.
- 3) **Joint or Legislative Reporting.** The Council may collaborate with other regional councils or governmental bodies to prepare joint reports to legislative committees or state agencies when required, requested, or otherwise authorized by law. Further details concerning joint-reporting processes, timing, and formats may be provided in the Bylaws.
- 4) **Accounting.** The Council shall annually prepare an accounting of the receipts and disbursements of all funds received by the Council for its preceding fiscal year. This accounting shall be rendered in accordance with Section 186.505(8), *Florida Statutes*.

Section 13. Bylaws.

- 1) The Council shall adopt a set of bylaws or rules of procedure to govern its internal operations, including, but not limited to:
- a) The scheduling and notice of meetings;

- b) The preparation and adoption of meeting agendas;
 - c) The procedures for electing officers and forming committees;
 - d) The specific roles and responsibilities of officers;
 - e) Additional administrative and operational rules as the Council deems necessary.
- 2) The initial Bylaws are attached as Exhibit “A” and incorporated by reference.
 - 3) The Council may amend such bylaws from time to time by a majority vote of the voting representatives present at a duly noticed meeting, provided a quorum is present, and such amendments shall become effective immediately unless otherwise provided in the bylaws. The bylaws, and any amendments thereto, shall not conflict with this Agreement or applicable law.

Section 14. Public Records.

- 1) The Council created by this Agreement, along with all parties hereto, shall fully comply with Florida’s Public Records Law, Chapter 119, *Florida Statutes*. Each party and the Council itself shall provide public access to all documents, correspondence, communications, and materials made or received in connection with this Agreement, subject only to exemptions expressly provided by law.
- 2) Specifically, the Council and each party performing services under or related to this Agreement shall:
 - i) Keep and maintain all public records ordinarily and necessarily required to carry out the functions performed pursuant to this Agreement.
 - ii) Provide public access to such records under the same terms, conditions, and cost limitations provided in Chapter 119, *Florida Statutes*, or as otherwise authorized by law.
 - iii) Ensure exempt or confidential records are not disclosed, except as specifically authorized by Florida law.
 - iv) Comply fully with retention requirements for public records. Upon termination of this Agreement, each party shall transfer to the Council, at no cost, all public records related to this Agreement, including electronic records in a format compatible with the Council’s existing information technology systems. After transfer, each party shall securely destroy any duplicate records that are exempt or confidential and exempt from disclosure requirements under Chapter 119, *Florida Statutes*.

Section 15. Notices.

- 1) **Form of Notice.** All notices, demands, or correspondence required under this Agreement must be in writing and delivered either in person, electronically or via certified mail (return receipt requested), postage prepaid, to each Member’s address as provided at the time they are appointed

to the Council.

Effective Date of Notice. Notice is deemed given upon (a) personal delivery, (b) deposit with the U.S. Postal Service via certified mail (return receipt requested) addressed to the appropriate address, or (c) electronic mail (“email”) delivered receipt noticed.

Section 16. Interpretation.

- 1) **Joint Drafting.** Each Principal Member Unit has been represented by or had the opportunity to be represented by legal counsel. No provision of this Agreement shall be construed more strictly against one Principal Member Unit as the drafter.
- 2) **Severability.**
If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement continues in full force and effect, provided the remainder can still conform to the requirements of applicable law.
- 3) **Rules of Construction.** In interpreting this Agreement:
 - a) The singular form includes the plural, and vice versa;
 - b) The masculine gender includes all genders; and
 - c) “Shall and will” is mandatory, while “may” is permissive.

Section 17. Enforcement; Attorney’s Fees

- 1) **Enforcement.** In any judicial or administrative action by a Member to enforce or interpret this Agreement, each party bears its own costs and attorney’s fees, except as may be otherwise provided by law or in a separate written agreement among the Members.
- 2) **No Third-Party Beneficiaries.** This Agreement is intended solely to confer benefits upon, and be enforceable by, the Parties. No right or cause of action shall accrue to or for the benefit of any person or entity that is not a Party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to give any such non-Party any legal or equitable right, remedy, or claim under or in respect to any provisions contained herein.

Section 18. Execution in Counterparts; Filing

- 1) **Counterparts.** This Agreement (and any subsequent amendment) may be executed in multiple counterparts, each deemed an original, but all of which together constitute one and the same instrument.
- 2) **Filing and Effective Date.**

- a) **Default Filing.** In accordance with Section 163.01(11), *Florida Statutes*, this Agreement shall be filed with the Clerk of the Circuit Court in each county where a Principal Member is located unless the Agreement meets the criteria in subsection (b) below.
- b) **Principal Place of Business Filing (Alternative).** As the Principal Members are located in multiple counties and this Agreement provides for a separate legal or administrative entity under Section 163.01(7), *Florida Statutes*, the Agreement may instead be filed with the Clerk of the Circuit Court in the county where the separate entity maintains its principal place of business. Filing in that county alone shall be deemed sufficient to satisfy the requirements of Section 163.01(11).
- c) **Effective Date.** This Agreement becomes effective on the date it is filed pursuant to either subsection (a) or (b), as applicable, unless a later effective date is expressly provided. The Council shall bear all recording or filing fees unless otherwise agreed.

Section 19. Complete Agreement; Merger

- 1) **Entire Understanding.** This Agreement, together with any duly adopted attachments or exhibits, supersedes all prior discussions and representations among the Members concerning the subject matter and constitutes the entire contract among them.
- 2) **No Implied Waivers.** Except as explicitly set forth herein, no provision is waived, modified, or amended unless done so in writing and signed by all Members.

Section 21. Transition, Successorship, and Continuity.

1) Successor in Interest & Effective Date

- a) **Successor in Interest.** The Council created by this Interlocal Agreement is the lawful successor in interest to the East Central Florida Regional Planning Council (“ECFRPC”) established pursuant to Chapter 186, *Florida Statutes*. Upon the effective repeal of that statutory authority, all rights, obligations, and property of the former ECFRPC shall immediately vest in the Council established under this Agreement, without further act or deed.
- b) **Effective Date.** This Agreement shall become effective upon the Repeal Date, if the legislature’s repeal of Chapter 186 becomes effective on a date other than July 1, 2025, the Agreement’s operative date shall automatically adjust to that new Repeal Date without further action.

2) Grant and Funding Transfer

- a) **Grant Assumption.** The Council hereby assumes and accepts, as successor in interest, all existing federal, state, and local grants or funding agreements previously awarded to the former ECFRPC, including all rights, obligations, and responsibilities thereunder.
- b) **Notification to Grantors.** The Council authorizes the Executive Director to execute any documents or notifications required by federal, state, or local agencies, thereby confirming the Council’s succession and ensuring continued funding without interruption.

- c) **Companion Assignments.** Notwithstanding the language of this Agreement, the Council recognizes that certain grantors may require a separate “Assignment and Assumption” document or other written instrument. The Executive Director may enter into such agreements on behalf of the Council, consistent with the Council’s bylaws, annual budget and work program.

3) Financial Accounts and Retirement Plans

- a) **Banking and Investment Accounts.** All bank and investment accounts titled to or controlled by the former ECFRPC, as of the effective Repeal Date, may be retitled if required, if required by the financial institution, in the name of the Council created under this Agreement. The Chairperson, Vice-Chairperson, Finance Director, and Executive Director shall be authorized signatories, and are empowered to execute all documents necessary to effectuate this transfer.
- b) **Retirement and Benefit Plans.** If the former ECFRPC participates in any retirement program or benefit plan, including health, dental, life, or disability insurance, the Council assumes sponsorship of those plans without interruption. The Executive Director or Finance Director shall coordinate with plan administrators to ensure continuous coverage for employees.
- c) **Additional Documentation.** The Executive Director is authorized to present to the Council any ancillary resolutions, plan documents, or certification forms required by financial institutions or plan administrators, and the Council may adopt such resolutions at a regular or special meeting.

4) Contracts, Leases, and Service Agreements

- a) **Automatic Assignment.** All contracts, leases, memoranda of understanding, and service agreements in effect prior to the Repeal Date of Chapter 186, *Florida Statutes*, under the name of the former ECFRPC, may automatically be assigned and assumed by the Council formed under this Agreement, unless specifically terminated by the Council.
- b) **Notice to Contracting Parties.** The Executive Director may provide written notice to each landlord, vendor, or contractor to confirm this assignment and assumption.
- c) **Execution of Additional Instruments.** If any lessor, vendor, or contractor requires a separate written assignment or novation, the Chairperson or Executive Director may execute such documents on behalf of the Council.

5) Employee Continuity and Payroll

- a) **Ongoing Employment.** All employees of the former ECFRPC, as of Repeal Date, shall continue as employees of the Council established by this Agreement without interruption to their compensation, seniority, or benefits.
- b) **Payroll Operations.** The Council shall maintain uninterrupted payroll services for these employees. Prior to the Repeal Date, the Executive Director shall complete any required

administrative actions to ensure that all employee pay and benefits remain in effect under the Council's name.

- c) **Agency Clerk.** The Executive Director shall remain the Agency Clerk and is directed to administer, coordinate, and oversee all necessary steps for a seamless transition of the Council's operational functions.

6) Dissolution and Reversion

- a) **Reversion of Assets.** If, for any reason, the Council established by this Agreement is deemed dissolved or partially dissolved at the time of the statutory repeal, each Principal Member Unit agrees that all property, funds, grants, and contractual obligations controlled by the former ECFRPC shall be immediately re-vested or transferred to the newly formed Council, and each Principal Member Unit agrees to take all necessary steps to promptly formalize the transfer of funds back to the Council.
- b) **Outstanding Liabilities.** Any outstanding liabilities or obligations of the former ECFRPC as of the dissolution date shall likewise be assumed by the new Council, ensuring continuity of contractual and statutory responsibilities.

7) Continuity of Council Membership.

- a) **Automatic Continuation of Members.** Upon the partial and full effective date of this Agreement, the individuals serving as voting members, Executive Committee members, or ex-officio, non-voting members (collectively, "Council Members") of the former ECFRPC, shall continue in their respective capacities under this Agreement without interruption, and shall be recognized as duly appointed or designated under the new Council structure.
- b) **Reappointments if Necessary.** In the event that any formal reappointment or confirmation is required by a participating county, municipality, or other appointing entity to conform with statutory or local requirements, such appointing entity agrees to take all necessary steps to promptly reappoint or confirm the same individual(s) to their respective positions on the newly established Council, thereby avoiding any gap or vacancy in representation.
- c) **Ex-Officio Members.** Any individual or agency representative serving in an ex-officio, non-voting capacity under the former ECFRPC shall likewise continue in that role under this Agreement unless replaced, removed, or re-designated by the agency or entity entitled to name such ex-officio representative.
- d) **Preservation of Terms and Responsibilities.** All rights, privileges, and obligations associated with Council membership or Executive Committee service, including voting rights, committee assignments, and officer duties shall remain intact under this Agreement. Except as otherwise provided by law, the length of each Member's remaining term, if any, shall not be affected by the transition from Chapter 186 to this Agreement, and such Members shall serve out the balance of their terms unless replaced or reappointed in accordance with Section 4 of this Agreement (Membership) and other applicable rules or local procedures.

- e) **Transitional Oversight.** The Chairperson of the Council and the Executive Director shall coordinate with each participating county, municipality, and ex-officio appointing authority to ensure that any paperwork, resolutions, or local enactments needed to effectuate the continuity of Council membership are completed as promptly as feasible.
- f) **Vacancies and Successors.** Any vacancy in membership or ex-officio representation that arises post-transition shall be filled in accordance with the same appointment procedures set forth in this Agreement or the Council's bylaws. Such vacancy shall not disrupt continuity of business or governance under this Agreement.
- g) **Effect of Dissolution of Former ECFRPC.** If the former ECFRPC's authority under Chapter 186, *Florida Statutes*, is repealed, all Council Members holding office at that time shall automatically and immediately continue to serve under the new Council unless or until replaced pursuant to the appointment processes described herein.

Section 22. Signatories. It is expressly understood that the terms and conditions of this agreement shall be effective between and among those parties signatory hereto; and that the validity, force and effect to their Agreement shall not be affected by one or more of the parties named herein not joining in this Agreement any other provisions of this agreement to the contrary notwithstanding.

IN WITNESSETH WHEREOF, the following Members of the East Central Florida Regional Planning Council have executed this Interlocal Agreement, and hereby agree to the term and conditions hereof, the day and year above written. Execution hereof may be done in multiple counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same agreement.

(SIGNATURE BLOCKS ON FOLLOWING PAGES)

East Central Florida Regional Planning Council

Attest: _____

Date: _____

Date: _____

DRAFT

Brevard County Board of County Commissioners

Date: _____

Attest: _____

Date: _____

DRAFT

Lake County Board of County Commissioners

Date: _____

Attest: _____

Date: _____

DRAFT

Marion County Board of County Commissioners

Attest: _____

Date: _____

Date: _____

DRAFT

Orange County Board of County Commissioners

Date: _____

Attest: _____

Date: _____

DRAFT

Osceola County Board of County Commissioners

Attest: _____

Date: _____

Date: _____

DRAFT

Seminole County Board of County Commissioners

Date: _____

Attest: _____
Date: _____

DRAFT

Sumter County Board of County Commissioners

Date: _____

Attest: _____

Date: _____

DRAFT

Volusia County Council

Date: _____

Attest: _____

Date: _____

DRAFT