

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

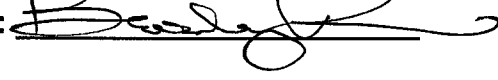
NET FISCAL IMPACT *See below

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No: Fund _____ Agency _____ Org. _____ Object _____

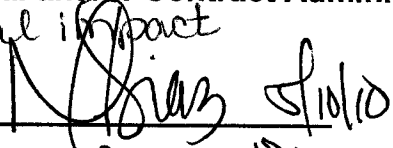
B. Recommended Sources of Funds/Summary of Fiscal Impact:


* No fiscal impact is associated with the approval of this Memorandum of Understanding.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

* No fiscal impact

 OFMB
 MCB 5/17/10
 5/14/10
 5/17/10


 Contract Development and Control
 E. Jones 5/11/10

B. Legal Sufficiency:


 Sr. Assistant County Attorney

This Memorandum of Understanding complies with our review requirements.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**SUSTAINABLE COMMUNITIES INITIATIVE
MEMORANDUM OF UNDERSTANDING
WITH THE
TREASURE COAST AND SOUTH FLORIDA REGIONAL PLANNING
COUNCILS**

I. PURPOSE AND BACKGROUND

The purpose of this Memorandum of Understanding (MOU) is to provide a mutual understanding between Palm Beach County and the Treasure Coast and South Florida Regional Planning Councils with respect to the preparation of a Federal Sustainable Communities Initiative (SCI) grant application.

II. RESPONSIBILITIES

- A.** 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 other MOU signatories, including, but not limited to Palm Beach County, 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.

- B.** 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 an MOU.

- C. The signatories to this MOU is committed to the following 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 greenhouse gas emissions and promote public health.
 2. **Promote equitable, affordable housing.** Expand location and energy-efficient housing choices and lower the combined cost of housing and transportation for Southeast Florida residents.
 3. **Enhance economic competitiveness.** Improve economic competitiveness through employment centers, educational opportunities and services.
 4. **Support existing communities.** Target funding toward existing communities through strategies such as transit-oriented, mixed-use development and land recycling to increase community revitalization.
 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.
 6. **Value communities and neighborhoods.** Enhance the unique characteristics of all communities by investing in healthy, safe, and walkable neighborhoods – rural, urban or suburban.

- D. 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.

III. PROGRAMMING AND FUNDING

- A. This MOU is neither a fiscal nor a funds obligation document.
- B. This MOU in no way restricts the signatories from participating in similar activities or arrangements with other entities or agencies.
- C. Nothing in this MOU shall obligate the signatories to expend appropriations, obligate funds or enter into any contract or other agreement.

IV. EFFECTIVE DATE

This MOU will become effective upon execution. Either Party may terminate its participation in this MOU upon written notice to the other Party. The provisions of the MOU will be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon.

V. OTHER MEMORANDUM OF UNDERSTANDINGS

There are no superseding MOU's on this topic among the Parties hereto.

VI. ARTICLE 20 – REGULATIONS: LICENSING REQUIREMENTS

The signatories shall comply with all laws, ordinances and regulations applicable to the mutual understanding contemplated herein, to include those applicable to conflict of interest and collusion. Signatories are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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
TREASURE COAST AND SOUTH FLORIDA REGIONAL PLANNING
COUNCILS**

By the signature below, Palm Beach County Board of County Commissioners becomes a signatory to the Sustainable Communities Initiative Memorandum of Understanding for the Treasure Coast and South Florida Regional Planning Councils, dated _____, 2010. It is understood 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.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

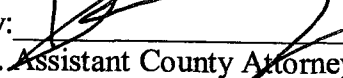
APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Economic Development Director

_____ Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

TREASURE COAST REGIONAL
PLANNING COUNCIL

By:  _____
Sr. Assistant County Attorney

By: _____

SOUTH FLORIDA REGIONAL PLANNING
COUNCIL

By: _____

Please return to:

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