

**FIRST COAST CONSORTIUM  
MEMORANDUM OF UNDERSTANDING  
FOR THE  
NORTHEAST FLORIDA REGION, AS OF FEBRUARY 2012**

**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 HUD Sustainable Communities Regional Planning grant application; and 2) complete the work funded under the grant, and 3) to produce a regional plan for Northeast Florida that benefits from input and engagement by all Consortium members, even if funding is not forthcoming, from HUD or any other entity.

**II. Background**

On July 28, 2011, the U.S. Department of Housing and Urban Development (HUD) released a Notice of Funding Announcement for the Sustainable Communities Regional Planning grant program. HUD has partnered 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.

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.

The Consortium remains committed to deepening and extending the collaborative relationship between organizations in Northeast Florida, even though funding was not received from HUD in either 2010 or 2011.

### **III. Agreement**

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

*Whereas*, when appropriate, Sustainable Communities Regional Planning grant applications and work programs will be prepared and managed by the Northeast Florida Regional Council, and an Executive Committee comprised of North Florida TPO, City of Jacksonville, ULI North Florida, Health Planning Council of Northeast Florida, Inc., the Regional Community Institute of Northeast Florida and JaxUSA Partnership for Regional Development, in cooperation with 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 Northeast 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; or on the update to the regional plan even if funding is not received, 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 Northeast Florida may be a partner and signatory to this MOU; and

*Whereas*, each of the signatories to this MOU understands communities, growth and development, and/or the environmental, transportation, social, and economic and community development implications of a regional plan for sustainable development and its potential impact on our region and its people; and

*Whereas*, each of the signatories to this MOU is committed to following the Livability Principles relating to the sustainable development and redevelopment of Northeast 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 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 grant application, successfully completing the work funded under the grant, and successfully updating the regional plan even if grant funding is not forthcoming.

#### **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 party as described above and upon receipt by the NEFRC. Any Party may terminate its participation in this MOU upon written notice to the NEFRC. The provisions of the MOU may be reviewed periodically, as appropriate, and amended or supplemented as may be mutually agreed upon by the Consortium.

**VI. Other Memorandum of Understandings**

This MOU is in addition to one executed in support of Sustainable Communities Regional Planning grant application submitted in 2011 on this topic among some of the Parties hereto. It is understood that execution of a new agreement or MOU may be required by all Consortium members in the event of funding.

**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 Northeast Florida Regional Council, 6850 Belfort Oaks Place, Jacksonville, Florida, 32216.

**FIRST COAST CONSORTIUM  
MEMORANDUM OF UNDERSTANDING  
FOR THE  
NORTHEAST FLORIDA REGION**

By my signature below, my organization/agency becomes a signatory to the First Coast Consortium Memorandum of Understanding for the Northeast Florida Region, dated \_\_\_\_\_ . 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 Northeast Florida Regional Council.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Organization/Agency

\_\_\_\_\_  
Date

**Please return to:**

Northeast Florida Regional Council  
6850 Belfort Oaks Place  
Jacksonville, Florida 32216  
Attention: Margo Moehring