



Central Florida Regional Planning Council

Meeting Agenda

August 12, 2015

**Bartow Public Library
2nd Floor Conference Room
2150 South Broadway Avenue
Bartow, FL 33830
9:30 a.m.**

CALL TO ORDER – Chairman Buddy Mansfield

- Invocation
- Pledge of Allegiance
- Roll Call
- Announcements

AGENDA ITEM #1 PUBLIC COMMENTS

AGENDA ITEM #2 COUNCIL ADMINISTRATION

- A. June 10, 2015, Council Meeting Minutes
- B. July, 2015 Finance Report

- Action Recommended: Approval
- Exhibit #2: A. Minutes – *pg 1*
B. Finance Report – *will be distributed at the meeting*

AGENDA ITEM #3 UPDATE ON EMERGENCY MANAGEMENT AND PREPAREDNESS AND HAZARDOUS MATERIALS PROGRAMS

Chuck Carter, Program Manager, will update the Council on the Emergency Management and Preparedness, and the Hazardous Materials Programs for which CFRPC provides support.

- Action Recommended: Information Only
- Exhibit: None

DeSoto Hardee Highlands Okeechobee & Polk Counties

AGENDA ITEM #4 APPROVAL OF HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS (HMEP) CONTRACT

Staff is requesting authorization to execute the HMEP contract once it is received so work can get underway. This is a reoccurring contract.

- Action Recommended: Approve HMEP Pending Contract and Authorize Chairman's Signature
- Exhibit #4: Summary of Contract– *pg 9*

AGENDA ITEM #5 TRANSPORTATION DISADVANTAGED (TD) AND TRANSIT FUNDING UPDATE

Staff will brief the Council on the current status of the Transportation Disadvantaged Coordinated Transportation Selection Process, and on transit funding and its expected impacts on service.

- Action Recommended: Information Only
- Exhibit #5: Process Schedule – *pg 11*

AGENDA ITEM #6 TRANSPORTATION DISADVANTAGED PLANNING GRANT

Staff has prepared the FY 2015/2016 Transportation Disadvantaged Planning Grant application and accompanying Resolution #2015-8A authorizing the Executive Director to submit the grant and administer the grant program.

- Action Recommended: Adopt Resolution Number 2015-8A
- Exhibit #6: Resolution Number 2015-8A – *pg 13*

AGENDA ITEM #7 FEDERAL TRANSIT ADMINISTRATION 5307 GRANT APPLICATION

Staff is seeking Council authorization to submit grant applications to the Federal Transit Administration as authorized by the Heartland Regional Transportation Planning Organization (HRTPO), as directed recipient of Urban Transit Funds for the Sebring-Avon Park Urbanized Area.

- Action Recommended: Adopt Resolution Number 2015-8B
- Exhibit #7: Resolution Number 2015-8B – *pg 15*

AGENDA ITEM #8 STATUS REPORT FOR THE HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)

Staff will brief the Council on activities of the six-county Heartland Regional Transportation Planning Organization (HRTPO).

- Action Recommended: Information Only
- Exhibit: None

AGENDA ITEM #9 APPROVAL OF CONTRACT BETWEEN HIGHLANDS COUNTY AND CFRPC FOR COORDINATION OF STAFF SERVICES FOR HRTPO

The newly formed Heartland Regional Transportation (HRTPO) approved a Staff Services Agreement with CFRPC. A Staff Coordination Agreement between Highlands County Board of County Commissioners and CFRPC is proposed to fulfill the required duties.

- Action Recommendation: Approve Contract
- Exhibit #9: Staff Services Coordination Agreement– *pg 17*

AGENDA ITEM #10 AMENDMENT TO COUNCIL’S ATTORNEY’S CONTRACT

The CFRPC has contracted legal services with Norman White since 1997. An amended contract and details of changes are attached.

- Action Recommended: Approve Contract
- Exhibit #10: Proposed Amended Contract – *pg 35*

AGENDA ITEM #11 NEW COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) MEMBERS

Several vacancies exist on the CEDS Committee. The membership must represent specific economic and community roles. Potential members will be proposed to serve on the committee.

- Action Recommended: Approve CEDS Members
- Exhibit #11: Committee Recommendations – *pg 45*

AGENDA ITEM #12 CHANGES TO PERSONNEL POLICIES

Staff will present an amendment to CFRPC Personnel Policies related to health insurance availability to new employees.

- Action Recommended: Approval
- Exhibit #12: Proposed Changes to Personnel Policies– *pg 47*

AGENDA ITEM #13 REPORT ON FLORIDA REGIONAL COUNCILS ASSOCIATION (FRCA) POLICY BOARD MEETING

Staff and FRCA Policy Board Members will report on the July meeting of the Florida Regional Councils Association (FRCA) Policy Board.

- Action Recommended: Information Only
- Exhibit: None

AGENDA ITEM #14 EXECUTIVE DIRECTOR'S ANNUAL PERFORMANCE EVALUATION

The Council is charged with conducting a performance evaluation of the Executive Director each year. Evaluation forms were mailed to each Council Member on July 16, 2015. Council members were asked to fill out the evaluation forms and mail them back in the postage paid envelope. The results of those evaluation forms will be discussed at the meeting.

- Action Recommended: Decision of Council
- Exhibit: None

AGENDA ITEM #15 EXECUTIVE DIRECTOR'S REPORT

The Executive Director will report on current work activities.

- Action Recommended: Information Only
- Exhibit: None

AGENDA ITEM #16 OTHER BUSINESS

- A. Set date, time, and location for the next meeting – Okeechobee County Board of County Commission Chambers.
- B. Other Business

ADJOURN

Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record (Florida Statute 286.0105). The Central Florida Regional Planning Council conducts business in accordance with Title VI of the Civil Rights Act of 1964 and other nondiscrimination laws. Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, familial, or income status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Patricia M. Steed, Executive Director, 555 E. Church Street, Bartow, FL 863-534-7130 x 130 within two working days of receipt of this notification." If hearing impaired call: (TDD) 1-800-955-8771 or voice impaired call: 1-800-955-8770 via Florida Relay Service.



Central Florida Regional Planning Council

June 10, 2015

Sebring Airport Boardroom

128 Authority Lane

Sebring, FL 33870

9:30 a.m.

Meeting Minutes

Chairman Buddy Mansfield called the meeting to order at 9:30 a.m. Norman White led the Council in prayer. The Council Pledged Allegiance to the Flag.

New Member Oath-of-Office

Council Attorney, Norman White administered the Oath-of-Office to the Council's new Gubernatorial Appointees as follows: Donna Howerton representing Highlands County; Elvie Posey, representing Okeechobee County; and Hazel Sellers and Jeff Kincart, both representing Polk County.

Roll was called and the following members were present.

- CFRPC Chairman Commissioner Buddy Mansfield, DeSoto County
- City Councilman Joe Fink, City of Arcadia
- Jackie Tucker, DeSoto County Gubernatorial Appointee
- City Councilwoman Neda Cobb, City of Wauchula
- Commissioner Don Elwell, Highlands County
- Mayor John Shoop, City of Sebring
- Donna Howerton, Highlands County Gubernatorial Appointee
- Commissioner Bryant Culpepper, Okeechobee County
- City Commissioner, Mike O'Connor, City of Okeechobee
- Elvie Posey, Okeechobee County Gubernatorial Appointee
- Commissioner Melony Bell, Polk County
- Hazel Sellers, Polk County Gubernatorial Appointee
- Jeff Kincart, Polk County Gubernatorial Appointee
- City Commissioner, J.P. Powell, Winter Haven
- Todd Miller, Hardee County Planning Director, Ex-officio
- Jennifer Stults, Florida Department of Transportation, Ex-officio
- Elizabeth "Libby" Maxwell, South Florida Water Management District, Ex-officio

Members absent:

- Commissioner Mike Thompson, Hardee County



Chet Huddleston, Hardee County Gubernatorial Appointee
City Commissioner Pat Huff, City of Bartow and Ridge League of Cities
Commissioner Edie Yates, City of Lakeland
Bill Royce, Okeechobee County Planning Director, Ex-officio
Tom Dearnorff, Polk County Director of Growth Management, Ex-officio
Gina Reynolds, Florida's Heartland Regional Economic Development Initiative, Ex-officio
Jim Golden, Southwest Florida Water Management District, Ex-officio
Mary Yeargan, Department of Environmental Protection, Ex-officio

Announcements

Pat Steed welcomed the new Gubernatorial Appointees, and provided a brief overview of the history of the Council and how it was created, as well as its programs and budget. Ms. Steed introduced the Council staff that was present.

Ms. Steed announced that the Council was recently awarded the Government Finance Officers Association Certificate of Achievement for the second consecutive year for the Council's financial reports and audits. She credited and thanked the Council for their guidance, and the Council's Finance Director, Kristen Labbe for her hard work.

AGENDA ITEM #1 PUBLIC COMMENTS

Chairman Mansfield opened the public comment period. The public comment period closed with no comments.

AGENDA ITEM #2 COUNCIL ADMINISTRATION

A. May 13, 2015 Council Meeting Minutes

Chairman Mansfield asked if there were any additions, deletions or corrections to the May 13, 2015 Council Meeting Minutes.

MOTION

There being none, Jackie Tucker moved to approve the Council Meeting Minutes as submitted. John Shoop seconded.

Motion carried unanimously.

B. May 2015 Financial Report

Kristen Labbe, Finance Director, reviewed the Statement of Activities and Statement of Net Assets for the month ended May 31, 2015.

MOTION

J.P. Powell moved to approve the May 2015 Financial Report as presented. Melony Bell seconded.

Motion carried unanimously.

AGENDA ITEM #3 RECOMMENDATIONS FROM THE FINANCE COMMITTEE

Pat Steed presented a PowerPoint overview of the Council's finances, including a breakdown of revenue sources and how the funds are used. She also described several of the Council's major projects and programs.

Pat Steed stated that the Finance Committee met on June 2, 2015 to review the following budget items in detail and the Committee is recommending approval of each item presented to the Council.

A. Budget Amendment for FY 2014-15

Ms. Steed reviewed and explained each amendment being proposed in Local Revenue, State Revenue and Federal Revenue. The total amended revenue was \$3,179,548. Ms. Steed reviewed the Council's corresponding expense budget.

MOTION

J.P. Powell moved to approve the Budget Amendment for FY 2014-15 as presented. Jackie Tucker seconded.

Motion carried unanimously.

B. FY 2015-16 Member Assessments

Ms. Steed stated that staff is proposing no change to the current Member Assessments. The assessments are set at \$0.25 per capita for each of the Council's five counties. The amount for each county will be calculated using Bureau of Economic and Business Research (BEBR) Population Estimates for 2014.

MOTION

Melony Bell moved to approve the \$0.25 per capita Member Assessments for FY 2015-16, as presented. Hazel Sellers seconded.

Motion carried unanimously.

C. Proposed FY 2015-16 Annual Budget

Ms. Steed reviewed the proposed Local, State and Federal Revenue expected in the FY 2015-16 Annual Budget. Total revenue was proposed at \$3,677,413. Ms. Steed reviewed the proposed expenses for FY 2015-16, explaining any significant changes from the current year budget. Total expenses were also proposed at \$3,677,413. The proposed budget included a three (3) percent salary increase for all salaried, non-probationary staff. Discussion followed.

MOTION

J.P. Powell moved to adopt the Proposed FY 2015-16 Annual Budget as presented. Bryant Culpepper seconded.

Motion carried unanimously.

D. Staffing Chart

Ms. Steed presented the organizational chart showing staff positions for FY 2015-16.

AGENDA ITEM #4 APPROVE AUDIT ENGAGEMENT LETTERS

Ms. Steed referred to the Audit Engagement Letter with CliftonLarsonAllen, LLP, CPA firm. The fee for this audit year will be \$19,425 which is a slight increase from last year.

MOTION

Jackie Tucker moved to authorize the Chairman and the Executive Director to sign the Audit Engagement Letter as presented. J.P. Powell seconded.

Motion carried unanimously.

AGENDA ITEM #5 CONTRACT WITH FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) FOR HAZARDS ANALYSIS (HA) SERVICES

Pat Steed stated that this contract is with the Florida Department of Emergency Management for Hazards Analysis services. This is a re-occurring contract and she referred to the Scope of Work, which was in the meeting materials. The Council is currently contracted with DeSoto, Hardee and Okeechobee Counties to conduct their HA inspections. Polk and Highlands Counties conducts their own inspections. Ms. Steed requested the Council authorize the Chairman to execute the agreement with FDEM.

MOTION

Hazel Sellers moved to authorize the Chairman to execute the Hazards Analysis agreement with FDEM. J.P. Powell seconded.

Motion carried unanimously.

AGENDA ITEM #6 FLORIDA POWER & LIGHT PRESENTATION

Rae Dowling, Area Manager of External Affairs for Florida Power and Light (FP&L), and colleagues Agnes Ramsey, Sophia Eccleston and John Tessier, presented a PowerPoint report updating the Council on several energy projects in the region, including the Okeechobee Clean Energy Center and the DeSoto Citrus Solar Project. Their report also included information regarding the FP&L Southeast Connection Gas Pipeline running through portions of Polk County and Okeechobee County. Discussion followed.

AGENDA ITEM #7 TRANSPORTATION DISADVANTAGED AND RURAL TRANSIT UPDATE**A. Community Transportation Coordinator (CTC) Decision Update**

Marcia Staszko updated the Council on the Transportation Disadvantaged (TD) Commission's decision regarding the Community Transportation Coordinator (CTC) for Hardee, Highlands and Okeechobee Counties. At their meeting on June 2, 2015, the Commission voted to approve the Council's recommendation to contract with MV Transportation, Inc. to serve as the CTC for the next five year contract period. Since that decision by the TD Commission, Transdev Transportation, Inc., the current CTC, filed a legal protest of that decision. The protest is currently going through the legal process, and staff will keep the Council updated on its status. Ms. Staszko added that the current CTC has been given an extension to continue serving as CTC through August 31, 2015, to assure continued coverage while the protest is being considered and until a decision is made. Discussion followed.

B. Transit Grants Update

Pat Steed distributed a chart showing the Council's public transit grants with their estimated end dates, and reviewed each grant's status individually. Due to the Highlands County Urbanized Area no longer being eligible for rural transit funds, Ms. Steed stated that staff has worked with FDOT to secure State Transit Discretionary Funds for the Highlands County Urbanized Area to fill the gap until FTA Section 5307 transit funds begin. Those funds are tied to the formation of the Heartland Regional Transportation Planning Organization (HRTPO), which occurred on April 29, 2015.

AGENDA ITEM #8 ACTIVITIES OF THE HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)

Pat Steed stated that at the May 13, 2015 Council meeting, the Council approved the Staff Services Agreement between the Heartland Regional Transportation Planning Organization (HRTPO) and the Central Florida Regional Planning Council to provide technical administrative services and to administer the grants. The HRTPO is a new entity and will be kept separate, but will be administered from the CFRPC office. Ms. Steed explained that CFRPC's services will be billed to the HRTPO. Grant funding requests will be submitted to FDOT for reimbursement of funds. The professional services and expertise on staff will be utilized for both the Council and the HRTPO. Ms. Steed stated that since the May Council Meeting, the Federal Highway Administration (FHWA) approved the Unified Planning Work Program (UPWP), which describes the funding and details the specific work that is required to be accomplished in order to meet those requirements. The next meeting of the HRTPO is scheduled for June 24, 2015, in Sebring at the Highlands County Board of County Commission Chambers. Staff is continuing to work on the Long Range Transportation Plan (LRTP).

Jennifer Stults, FDOT, congratulated staff on getting the UPWP approved, and stated that it is a key requirement in order to begin receiving funding for the HRTPO. Also, she announced that FDOT was just informed by the FHWA that they would be providing the full year's allocation of funding, as opposed to a pro-rated portion, to the HRTPO. Ms. Stults explained that getting the HRTPO up and running is equivalent to starting a new business from scratch. The only difference being it is a government agency. It requires extensive work, and FDOT is glad CFRPC is partnering with Highlands County and the other local governments to assist in the process. She added that Jeff Diemer, FDOT, has been assigned to work with the HRTPO only. He is available to assist where and when needed. Ms. Stults concluded that it is a great accomplishment to get to this point. There are many milestones ahead, and FDOT is looking forward to helping the HRTPO achieve them.

AGENDA ITEM #9 SERDI, NADO, NARC, FRCA

Pat Steed stated that the CFRPC is a member of and receive benefits from several professional organizations. By joining these organizations, they have created pools of expertise and services which benefit the counties as well as local governments. It also allows members to access resources that they would not otherwise have access to. The organizations that the CFRPC is a member of are the Southeastern Regional Director's Institute (SERDI), the National Association of Development Organizations (NADO), and the National Association of Regional Councils (NARC). The benefits received by CFRPC include training, networking with state and federal legislators and agency heads, and sharing valuable information. The Council is also a member of the Florida Regional Councils Association (FRCA), which is a State level organization consisting of all ten Regional Planning Councils in Florida. She reminded members that the FRCA Policy Board meeting was scheduled for July 10, 2015. The Policy Board Members representing the CFRPC are Chairman Buddy Mansfield, Ms. Jackie Tucker and Commissioner Pat Huff, who is the current President of

the Policy Board. Ms. Steed added that the CFRPC is also an Economic Development District as designated by the US Department of Commerce since the 1970s.

AGENDA ITEM #10 EXECUTIVE DIRECTOR'S REPORT

Pat Steed reported that staff is finishing up work on several contracts that will be ending June 30th. She mentioned that a large portion of the Council's revenue is invoiced on a quarterly basis. Until those funds are invoiced and received, the Council's budget will show a negative balance.

AGENDA ITEM #11 OTHER BUSINESS

No meeting will be held in July. The next regular meeting of the Council is scheduled for August 12, 2015, at 9:30 a.m. The location will be announced.

There being no further business, the meeting adjourned.

Respectfully submitted,

Commissioner Buddy Mansfield, Chairman
June 10, 2015 Council Meeting Minutes



Hazardous Materials Emergency Preparedness (HMEP) Program Summary

The Hazardous Materials Emergency Preparedness (HMEP) contract is broken into two sections. The Planning Grant provides funding to conduct planning support to our member counties. Typically this has been through the conduct of a training exercise where we will test and validate response plans. The Training Grant provides funding to support training throughout the region that have a hazardous materials and transportation relationship. On a typical year we will provide training for approximately 450 first responders. The annual funding level is approximately \$63,000.



SCHEDULE FOR TRANSPORTATION DISADVANTAGED
COMMUNITY TRANSPORTATION COORDINATOR SELECTION
RFP 2-15-1

February 20, 2015	Legal Notice in FAR and Newspaper (News-Sun)	Also sent to CTD to send out state-wide and to FPTA to put on their website
March 13, 2015	Letters of Interest Deadline	Received Letters from 3 companies: <ul style="list-style-type: none"> • Good Wheels • Transdev Transportation, Inc. • MV Transportation, Inc.
March 17, 2015	Sent RFP Document to three companies.	
April 2, 2015	Held Mandatory Workshop	Representatives from 3 companies attended. <ul style="list-style-type: none"> • Good Wheels • Transdev Transportation Inc. • MV Transportation, Inc. Staff responded to questions via mail.
April 16, 2015	Deadline for Proposals	Three proposals submitted: <ul style="list-style-type: none"> • Good Wheels • Transdev Transportation, Inc. • MV Transportation, Inc.
April 16, 2015	Opened Proposals	Staff reviewed mandatory sections of proposals to determine if each was responsive.
April 20, 2015	Distributed Proposals to Selection Committee Members with rating sheets.	<ul style="list-style-type: none"> • Diane Slaybaugh, Polk County TPO • Ann Martin, CareerSource Heartland • Sherry Carver, CFRPC Mobility Manager
April 30, 2015	Selection Committee Meeting	Committee submitted rating forms
May 7, 2015	Proposer Presentations to Selection Committee	30 minutes for each proposer. 15 minutes for questions from the committee members.
May 7, 2015	Selection Committee Meeting for final recommendation of CTC	Committee ranked proposers: <ol style="list-style-type: none"> 1. MV Transportation, Inc. 2. Transdev Transportation, Inc. 3. Good Wheels
May 13, 2015	Central Florida Regional Planning Council Meeting for Action on Recommendation of CTC	Resolution was adopted by the Council recommending to the CTD the number one ranked proposal which was MV Transportation, Inc.
June 2, 2015	Commission for the Transportation Disadvantaged Meeting for Final Action	Commission for the Transportation Disadvantaged final action on recommendation of the Council in favor of MV Transportation Inc.



June 3, 2015	Protest was filed by Transdev Transportation Inc. on the TD Commission's selection. Meeting was scheduled for negotiations.	A negotiation meeting was held on July 17 th between the TD Commission staff, Transdev Transportation Inc. representatives and MV Transportation Inc. representatives. After negotiations Transdev Transportation Inc. withdrew their protest.
July 23, 2015	Council staff met with MV Transportation Inc. representatives to discuss the timeline of transition of the Community Transportation Coordinator role from Transdev Transportation Inc. to MV Transportation Inc.	Start-up date is set for November 1, 2015
July 28, 2015	Conference call between MV Transportation Inc. staff, Council staff and TD Commission staff.	Timeframes were established to determine when the Memorandum Of Agreement (contract) between the TD Commission and MV Transportation Inc. would be signed, when grant applications would be transitioned and other agreements and contracts would be established.
ON-GOING	Transdev Transportation Inc., MV Transportation Inc., and Council staff are working together to make the transition least disruptive for clients and agencies.	Notifications to agencies, clients, general public, etc. will occur once phone lines are established and client data is exchanged. Transdev Transportation Inc. has pledged to coordinate and cooperate to make this transition smooth. In addition, new service plans and rates need to be established as well as Safety System Plans, and numerous other administrative items that need to be established.
November 1, 2015	Transition complete.	MV Transportation Inc. begins Community Transportation Coordinator service for the transportation disadvantaged and the general public in Hardee, Highlands, and Okeechobee counties.



RESOLUTION 2015 8B

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the Central Florida Regional Planning Council has been named as the Direct Recipient to apply for Urbanized Area Formula Program assistance by the Heartland Regional Transportation Planning Organization serving the Sebring-Avon Park Urbanized Area of Florida, as defined by the 2010 US Census;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL:

1. That the Executive Director is authorized to execute and file applications for Federal assistance on behalf of the Central Florida Regional Planning Council with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Executive Director is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Executive Director is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Central Florida Regional Planning Council.

DULY PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2015

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Juril O. Mansfield, Chairman

ATTEST: _____

SEAL:





RESOLUTION 2015-8A

A RESOLUTION OF THE BOARD OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL HEREINAFTER BOARD, HEREBY AUTHORIZES THE EXECUTION OF A TRANSPORTATION DISADVANTAGED TRUST FUND GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

WHEREAS, this BOARD is eligible to receive a Transportation Disadvantaged Trust Fund Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2 Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to enter into this grant agreement.
2. The BOARD authorizes Patricia M. Steed, Executive Director to execute the grant agreement on behalf of the Central Florida Regional Planning Council with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is Patricia M. Steed
The Registered Agents address is: 555 E. Church Street, Bartow, FL 33830
4. The BOARD authorizes Patricia M. Steed, Executive Director to sign any and all agreements or contracts which are required in connection with the grant agreement.
5. The BOARD authorizes Patricia M. Steed, Executive Director to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements.

DULY PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2015

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Juril O. Mansfield, Chairman

ATTEST: _____



STAFF SERVICES COORDINATION AGREEMENT

between the

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

and the

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

THIS AGREEMENT, is made and entered into this _____ day of _____, 2015 by and between the **Highlands County Board of County Commissioners** (hereinafter referred to as the "COUNTY") and the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL")

BACKGROUND

On May 13, 2015 the Heartland Regional Transportation Planning Organization (HRTPO) and the Central Florida Regional Planning Council entered into an AGREEMENT FOR ADMINISTRATIVE AND TECHNICAL STAFF SERVICES to support the newly formed six-county HRTPO covering the counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee, including the designated urbanized area of Sebring-Avon Park.

PURPOSE

The purpose of the Agreement is to set forth the responsibilities of the COUNCIL and the responsibilities of the COUNTY in performing the professional staff planning functions and projects relative to the transportation planning process for the HRTPO area and to describe the cooperative procedures under which the transportation planning process will be carried out. The process is defined as the continuing, cooperative and comprehensive transportation planning process for the HRTPO, to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other related agreement to which the HRTPO is a party. The Project is defined as any task(s) outlined in the HRTPO's Unified Planning Work Program (UPWP).

As detailed in **Attachment A. AGREEMENT FOR ADMINISTRATIVE AND TECHNICAL STAFF SERVICES BY AND BETWEEN THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AND THE HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION** the COUNTY and the COUNCIL wish to work together to provide technical and administrative services to support the HRTPO.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The COUNTY and the COUNCIL agree to coordinate all activities in conformance with the "AGREEMENT" between the HRTPO and the COUNCIL.

II. ASSIGNED DUTIES

- A. The COUNTY shall designate the staff person who will serve as the Executive Director of the Heartland Regional Transportation Planning Organization (HRTPO). The COUNCIL shall assign the staff who will oversee the administrative and technical work and serve as the TPO Staff Services Director. Both parties shall perform work as directed by the HRTPO governing board for all matters regarding the administration and operation of the HRTPO.
- B. The COUNTY and the COUNCIL agree as directed by the HRTPO Board that the Executive Director of the HRTPO and the TPO Staff Services Director shall be the spokespersons for the professional staff, as appropriate, and shall be subject to policies of the Highlands County Board of County Commissioners and the Central Florida Regional Planning Council, as appropriate, in the hiring or termination of said staff assigned to perform work for the HRTPO.
- C. The Executive Director and the TPO Staff Services Director shall annually prepare the HRTPO budget for the fiscal year and shall submit such budget to the HRTPO for review and approval.

III. COMPENSATION

- A. The liaison duties of the Executive Director performed by Highlands County staff shall be a contribution to the HRTPO process, and not a chargeable item to the UPWP funded activities for FY 15-16.
- B. The COUNTY shall provide \$10,596 to the HRTPO to match the urban transit planning grant which covers only the designated urbanized areas of Highlands County. This amount represents the required 10% match for the Federal Transit Administration (FTA) grant programmed in the adopted FY 15-16 UPWP. Invoices based upon actual costs shall be submitted quarterly by the COUNCIL staff to the COUNTY.
- C. Each year at the time of development or amendment of the UPWP, the COUNTY and the COUNCIL staff shall evaluate the budget for modifications to this Agreement. Such modifications will require approval by the HRTPO through adoption and/or amendments to the UPWP.

IV. PERIOD OF AGREEMENT

This Agreement shall remain in effect as long as the terms of the HRTPO Agreement shown as Attachment A. remain in effect.

V. MODIFICATION OF AGREEMENT

Any extensions or modifications of this Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

Either party may terminate this Agreement without cause with a minimum of sixty (60) days written notice. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

VII. COMPLIANCE WITH LAWS, JURISDICTION, AND VENUE

- A. The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- B. The COUNTY warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.
- C. Any legal action by either party against the other concerning this Agreement shall be filed in Highlands County, Florida, which shall be deemed proper jurisdiction and venue for the action.

VIII. PERSONNEL

- A. The COUNCIL and the COUNTY each represent that it has, or will secure, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL and the COUNTY shall continuously staff the HRTPO with personnel or appropriate consultants as deemed necessary to fulfill obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL or COUNTY may deem necessary or appropriate.

IX. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. *Definitions.* As used in this paragraph

Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the COUNCIL or COUNTY or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

B. *Enrollment and verification requirements.*

- (1) The COUNCIL and the COUNTY must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL and COUNTY shall use E-Verify to initiate verification of employment eligibility of—

a. *All new employees.*

1. *Enrolled 30 calendar days or more.* The COUNCIL and COUNTY shall initiate verification of employment eligibility of all new hires of the COUNCIL or the COUNTY, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
2. *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, The COUNCIL and the COUNTY shall initiate verification of employment eligibility of all new hires of the COUNCIL or the COUNTY who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

- b. *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL or the COUNTY shall initiate verification of employment eligibility, to the extent allowed by the E-Verify

program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL and COUNTY shall each comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's or the COUNTY's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

C. *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

D. *Individuals previously verified.* The COUNCIL and the COUNTY are not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL or the COUNTY through the E-Verify program.

E. *Subcontracts.* The COUNCIL and the COUNTY shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

X. ASSIGNMENT

This Agreement shall not be assignable.

XI. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the _____ day of _____, 2015.

**CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

**BOARD OF COUNTY
COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA**

By: _____
Patricia M. Steed, Executive Director

By: _____
William R. Handley, Chair

Approved as to Legal Form and Sufficiency

By: _____
Council Attorney

By: _____
County Attorney

ATTEST:

Witness

Robert W. Germaine, Clerk

Approved as to Budgetary Requirements

Approved as to Technical Provisions

By: _____
County OMB Office

By: _____
Development Services Director

Approved as to Administrative Policy

Approved as to Purchasing Requirements

By: _____
County Administrator

By: _____
Purchasing Manager

Approved as to Risk/Indemnity Provision

By: _____
Risk Management Department

AGREEMENT FOR ADMINISTRATIVE AND TECHNICAL STAFF
SERVICES
BY AND BETWEEN THE
CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
AND THE
HEARTLAND REGIONAL TRANSPORTATION PLANNING
ORGANIZATION

THIS AGREEMENT is entered into this 13 day of May, 2015, by and between the Central Florida Regional Planning Council (hereinafter referred to as the COUNCIL) and the Heartland Regional Transportation Planning Organization (hereinafter referred to as the TPO).

W I T N E S S E T H:

WHEREAS, Rules of the Federal Highway Administration, Title 23 Code of Federal Regulations Parts 450 and 500, and the Federal Transit Administration, Title 49 Code of Federal Regulations Part 613 (hereinafter referred to as the Rules), provide for the designation of a metropolitan planning organization for each urbanized area within each state, by the Governor of each state;

WHEREAS, the Governor of Florida has designated the Heartland Regional Transportation Planning Organization as the transportation planning organization for the six counties of DeSoto, Glades, Hardee, Hendry, Okeechobee, and Highlands Counties including the Sebring – Avon Park Urbanized Area;

WHEREAS, pursuant to Section 339.175(6)(g), Florida Statutes, the TPO has the authority to contract with public or private entities for the provision and exchange of certain services;

WHEREAS, the COUNCIL, which is organized and exists under and by virtue of the provisions of Section 163.01, Florida Statutes, has the power to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Section 163.01, Florida Statutes;

WHEREAS, the COUNCIL has in the past, provided the staff and technical support for the planning and transportation planning activities for many local governments in the Heartland counties, and presently maintains and/or will provide professional staff to perform such administrative and technical support;

WHEREAS, the Federal Government, under authority of Title 23 United States Code Section 134 and Title 49 United States Code Section 5303, requires that each urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the parties to this Agreement desire to participate cooperatively and on a

continuing basis in a coordinated, comprehensive transportation planning process to assure that all modes of transport of people and goods will be properly considered in developing plans to meet the needs of the Heartland area;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein set forth, the parties do hereby agree as follows:

I. PURPOSE

The purpose of the Agreement is to set forth the responsibilities of the COUNCIL and the TPO in performing the professional staff planning functions and projects relative to the transportation planning process for the HRTPO area and to describe the cooperative procedures under which the transportation planning process will be carried out. The process is defined as the continuing, cooperative and comprehensive transportation planning process for the Heartland Regional Transportation Planning Organization, to provide for the professional services deemed necessary to carry out the terms of the Interlocal Agreement and any other related agreement to which the TPO is a party. The Project is defined as any task(s) outlined in the Heartland Regional TPO's Unified Planning Work Program (UPWP).

II. TECHNICAL RESPONSIBILITIES

- A. The TPO Staff is defined as the designated COUNCIL employees necessary and authorized by the TPO to undertake tasks in the approved Unified Planning Work Program. The COUNCIL Staff assigned to the TPO will be supervised by and report to the COUNCIL's Executive Director and will be subject to the same benefits package, policies and procedures of all COUNCIL employees.
- B. The TPO staff, shall provide professional, technical and administrative assistance in the development of transportation plans and programs which shall include, but not be limited to the following:
 - 1. A Unified Planning Work Program and all tasks outlined therein, as required by Section 450.308 (b) and (c) of the Rules;
 - 2. A Long Range Transportation Plan addressing no less than a 20-year planning horizon as required by Section 450.322 of the Rules;
 - 3. An annually updated Transportation Improvement Program (TIP) as required by Section 450.324 of the Rules;
 - 4. An annually updated List of Priority Projects; and
 - 5. A Congestion Management Process (CMP) as required by Section 450.320 of the Rules.
- C. The COUNCIL shall be responsible for developing and using a documented Public Participation Plan (PPP) as approved by the TPO that defines a process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of

transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

III. ADMINISTRATIVE RESPONSIBILITIES

- A. The Executive Director of the TPO shall be a staff person of Highlands County and the Administrative and Technical Director of the TPO shall be a staff person of the COUNCIL. Both parties shall perform work as directed by the TPO governing board for all matters regarding the administration and operation of the TPO.
- B. All staff supporting the TPO shall working cooperatively to provide the greatest coordination and efficiency to fulfill all tasks involved in the administration and operation of the TPO.
- C. The COUNCIL shall submit all plans and programs developed under Section II. above, to appropriate agencies as directed by the TPO in order that said plans and programs will be properly adopted and approved.
- D. The COUNCIL will maintain files of all plans and programs developed in Section II. above.
- E. The COUNCIL shall be responsible for providing staff support and coordination for the HRTPO Technical Advisory Committee (TAC); the HRTPO Citizens Advisory Committee (CAC), and the Mobility Advisory Committee (MAC) and submit plans and programs developed in Section II. to said Committees as directed by the TPO.
- F. The COUNCIL shall maintain all files for the TPO and committees, subcommittees and ad-hoc committees created by the TPO in compliance with Chapter 119, Florida Statutes. Their files may include the following:
 - 1. All correspondence;
 - 2. All contracts;
 - 3. All meeting minutes;
 - 4. Membership roster and mailing addresses;
 - 5. TPO bylaws; and
 - 6. All financial accounting records.
- G. The COUNCIL shall be responsible for arranging all meetings of the TPO and its related committees to include the following:
 - 1. Preparation and mailing of all meeting notices and agendas to all appropriate persons;

2. Recording the proceedings of all meetings of the TPO and its related committees, preparing minutes and mailing such minutes out to TPO members prior to meetings; and
 3. Other mailings pertinent to the transportation planning process.
- H. The COUNCIL shall be responsible for performing, on behalf of the TPO, the financial accounting, record keeping and grants management required by the Federal Highway Administration, Federal Transit Administration and Florida Department of Transportation to include the following:
1. Preparation of planning grant applications;
 2. Planning grant administration;
 3. Financial cost control including record keeping, financial accounting, timesheets, invoicing and payment of bills;
 4. All progress reporting required by Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation;
 5. Arranging required public hearings;
 6. Developing all required contracts and agreements subject to review as to legal form and sufficiency by the TPO attorney; and
 7. At the direction of the TPO, obtain a year-end audit of all TPO funding by an independent auditor who will present these audit findings to the TPO.
- I. At the direction of the TPO, the COUNCIL shall direct and cooperate with any consultants hired by the TPO.
- J. The COUNCIL may subcontract TPO work, as required with the approval of the TPO.
- K. The liaison duties of the Executive Director performed by Highlands County staff shall be a contribution to the HRTPO process, and not a chargeable item to the UPWP funded activities.

IV. TPO RESPONSIBILITIES

- A. The TPO shall annually provide the required funds to meet staffing costs of the COUNCIL as documented in the Unified Planning Work Program referenced in Section II. of this Agreement.
- B. The TPO shall be the recipient of funds authorized by Title 23 United States Code Section 104 and those planning funds authorized by Title 49 United States Code Section 5303.
- C. The TPO agrees that the Highlands County provided Executive Director of the TPO and the COUNCIL provided Administrative and Technical Director shall be the

spokespersons for the professional staff, as appropriate, and shall be subject to policies of the Highlands County Board of County Commissioners and the Central Florida Regional Planning Council, as appropriate, in the hiring or termination of said staff assigned to perform work for the TPO.

- D. The TPO agrees that the Executive Director and the Administrative and Technical Director of the TPO shall annually prepare the TPO budget for the fiscal year and shall submit such budget to the TPO for review and approval.

V. METHOD OF PAYMENT

The COUNCIL may submit invoices to the TPO for work completed on a monthly basis. Subject to receipt of an invoice from the COUNCIL, the TPO will pay the COUNCIL within thirty (30) days of receiving such invoice from the COUNCIL; provided however, payment for services funded with Federal Highway Administration, Federal Transit Administration or Florida Department of Transportation funds shall be contingent upon the TPO receiving such funds. Furthermore, the TPO will pay the COUNCIL within thirty (30) days of receipt of such funds by the TPO.

VI. DURATION OF AGREEMENT AND TERMINATION WITHOUT CAUSE

This Agreement shall remain in effect until terminated by either or both parties to the Agreement. Either party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other party, at least sixty (60) days prior to the intended date of withdrawal; provided financial obligations continue as to work performed up to and including date of withdrawal and unavoidable expenses after that date.

VII. AMENDMENT OF AGREEMENT

Amendments of this Agreement may be initiated by the TPO or the COUNCIL. Amendments shall be formally approved by the TPO and the COUNCIL in written form and shall be incorporated as part of the Agreement.

VIII. STANDARD PROVISIONS

A. Subcontracting

The COUNCIL shall perform or shall subcontract the work to be performed hereunder which is budgeted as the TPO's direct responsibility and funded by the Federal Highway Administration, the Federal Transit Administration and the Florida Department of Transportation.

B. Supplemental Agreements

It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.

C. Third Party Contracts

Except as otherwise authorized in writing by the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration, the COUNCIL shall not execute any contract or obligate itself in any other manner with any third party with respect to the Project without the prior written concurrence of the Florida Department of Transportation, Federal Highway Administration and Federal Transit Administration. Subletting of consultant contracts shall be in accordance with the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended from time to time.

D. Default and Termination or Suspension.

1. Termination or Suspension Generally. If the COUNCIL abandons or, before completion, finally discontinues the Project; or if for any other reason, the commencement, prosecution or timely completion of the Project by the COUNCIL is rendered improbable, infeasible, impossible or illegal, the TPO may, by written notice to the COUNCIL, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the TPO may terminate any or all of its obligations under this Agreement.

E. Audit and Inspection of Records

1. The COUNCIL shall maintain records and supporting documents as prescribed in federal requirements, including but not limited to OMB Circular A-133 and Title 2 Code of Federal Regulations Part 200, Subpart F.
2. All records pertinent to the Agreement shall be retained by the COUNCIL for six (6) years following termination of this Agreement, with the following exception: If any litigation, claim or audit is started before the expiration of the six (6) year period and extends beyond the six (6) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

3. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Project and all other applicable laws and regulations.
4. The COUNCIL shall allow access to its records at reasonable times to the TPO, its employees and agents, to the Federal Highway Administration, its employees and agents, the Federal Transit Administration, its employees and agents, and the Florida Department of Transportation, its employees and agents. "Reasonable" shall be construed to mean during normal business hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the TPO, the Federal Highway Administration, Federal Transit Administration and the Florida Department of Transportation.

F. Equipment

Where Federal funds are to be used to provide part or all of the cost of equipment, such expenditures must have prior written approval of the Florida Department of Transportation and the Federal Highway Administration and must be in accordance with the requirements of Title 49 Code of Federal Regulations Part 18.

G. Publication, Rental of Space or Equipment and Indirect Costs

This Agreement is subject to all applicable requirements of the United States Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Governments, relative to approval of travel, report publication provisions, rental of space or equipment, and indirect costs. All reports published by the TPO or COUNCIL which were funded wholly or in part by Title 23 United States Code Section 134 or Title 49 United States Code Section 5303 funds shall contain the credit, "The preparation of this report has been financed in part through grants from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104] of Title 23, United States Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

H. Nondiscrimination

1. Compliance with Regulations. The COUNCIL shall comply with the regulations of the U.S. Department of Transportation relative to the nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49 Code of Federal Regulations Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

of Transportation, Federal Highway Administration or Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however that, in the event the COUNCIL becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the COUNCIL may request the State to enter into such litigation to protect the interests of the State, and, in addition, may request the United States to enter into such litigation to protect the interests of the United States.

I. Training

The use of Title 23 United States Code Section 134 or Title 49 United States Code Section 5303 funds for training of employees of the COUNCIL shall be in accordance with the requirements of 49 Code of Federal Regulations, Part 18.

J. Prohibited Interests

The COUNCIL shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the COUNCIL during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof."

This provision shall not be applicable to any agreement between the COUNCIL and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

IX. **EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) *Definitions.* As used in this paragraph

Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the agreement.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for COUNCIL or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the United States Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) The COUNCIL must be enrolled in E-Verify at time of execution of this Agreement, and the COUNCIL shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 30 calendar days or more.* The COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

(B) *Enrolled less than 30 calendar days.* Within 30 calendar days after enrollment in E-Verify, the COUNCIL shall initiate verification of employment eligibility of all new hires of the COUNCIL who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire.

(ii) *Employees assigned to this Agreement.* For each employee assigned to this Agreement, the COUNCIL shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within 30 calendar days after date of execution of this Agreement or within 30 days after assignment to this Agreement, whichever date is later.

(2) The COUNCIL shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program Memorandum of Understanding (MOU). Termination of the COUNCIL's MOU and denial of access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.

(d) *Individuals previously verified.* The COUNCIL is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the COUNCIL through the E-Verify program.

(e) *Subcontracts.* The COUNCIL shall include, and shall require the inclusion of, the requirements of this paragraph, including this subparagraph (e) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

X. AGREEMENT SUBJECT TO JOINT PARTICIPATION AGREEMENT

This Agreement is subject to the provisions contained in the Joint Participation Agreement between the TPO and the Florida Department of Transportation, dated _____, 2015.

XI. LIABILITY

The COUNCIL hereby agrees to hold harmless the TPO, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the COUNCIL, its subcontractors or agents, if any, that is related to the COUNCIL's performance under this Agreement. However, the COUNCIL has no obligation to indemnify the TPO for acts or omissions required or directed by the TPO.

XII. ASSIGNABILITY

The COUNCIL shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the TPO. However, the preceding sentence does not restrict the COUNCIL from entering into subcontracts for the performance of the COUNCIL's obligations.

XIII. REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the Chair of the TPO shall represent and act for the TPO and the Executive Director of the COUNCIL shall represent and act for the COUNCIL.

XIV. VENUE AND JURISDICTION FOR LITIGATION BETWEEN PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Highlands County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Highlands County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XV. COMPLETE CONTRACT

This Agreement constitutes the entire contract between the parties, and any changes, amendments or modifications hereof shall be void unless the same are reduced to writing and signed by parties hereto.

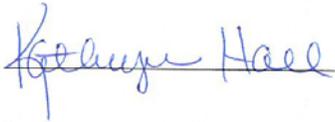
XVI. EFFECTIVE DATE

This Agreement is effective on the 13th day of May, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

ATTEST:

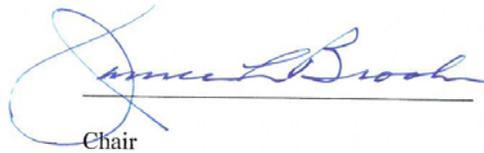
CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL



Juril O. Mansfield
Chairman

ATTEST:

HEARTLAND REGIONAL
TRANSPORTATION PLANNING
ORGANIZATION



Chair

APPROVED AS TO FORM



COUNCIL Attorney

AGENDA ITEM #10

AMENDED CONTRACT FOR COUNCIL'S ATTORNEY

The CFRPC has contracted with Norman White for legal services since 1997. The current contract was approved in 2008 and details services, a monthly retainer and a per hour rate for certain specific services. The following details the changes in the proposed contract:

- A. Makes the contract annually renewable by the Council through approval of legal services in the fiscal year adopted budget.
- B. Changes the time of notice of termination of services from five (5) days to thirty (30).
- C. Amends the EXHIBIT 1—Fee Schedule as follows:
 - 1. Hourly rate from \$175.00 to \$220.00 per hour
 - 2. The hourly billing schedule above applies to matters of other agencies or organizations staffed by the Central Florida Regional Planning Council; to DRI matters; and to active lawsuits. All other matters are included in a \$2,350 retainer paid by the Council to the General Counsel. This monthly retainer amount may be adjusted by the parties at the beginning of each fiscal year by inclusion in the Council's adopted expense budget for Legal Fees.

AGREEMENT BETWEEN THE
CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
AND
NORMAN WHITE, ATTORNEY

This AGREEMENT is entered into by and between the State of Florida, the Central Florida Regional Planning Council, (the AGENCY), an agency of the State of Florida, with headquarters located at 555 East Church Street, Bartow, Florida, and Norman White (the CONTRACTOR) LOCATED AT 23781 US Hwy 27 #411, Lake Wales, Florida. This AGREEMENT shall bind the parties upon its execution by their representatives.

WHEREAS, the CONTRACTOR is being retained to serve as General Counsel to the AGENCY;

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in the AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR agrees to serve as General Counsel to the AGENCY. The scope of work is described in the attachment to this Agreement.

ARTICLE 3. TIME OF PERFORMANCE

The AGREEMENT shall begin upon execution and be subject to annual renewal through budget and approval for legal services each fiscal year..

ARTICLE 4. CONSIDERATION

- (1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A. FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.
- (2) Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with §112.061, Florida Statutes. For the purpose of computing travel expenses, the CONTRACTOR'S place of business shall be that listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.
- (3) The AGENCY is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY'S Tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.
- (4) The CONTRACTOR shall not pledge the AGENCY'S credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness.
- (5) Payment for services shall be issued in accordance with the provision of §215.422, Florida Statutes.

- (6) Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-7269 or 410-0724.
- (7) In accordance with the provision of Section 287.0582, the AGENCY'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature, if the terms of this AGREEMENT extend beyond the current fiscal year.
- (8) A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting the rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
- (9) If multiple law firms are parties to the contract, then the contract must address the internal system of governance amongst the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.

ARTICLE 5. DOCUMENTATION

- (1) The CONTRACTOR shall submit monthly written invoices, in accordance with the requirement of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to the AGENCY Finance Director.
- (2) Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until a least four (4) years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

ARTICLE 6. PUBLIC RECORDS

All document prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

- (1) The AGENCY may terminate the AGREEMENT for the convenience or cause by giving thirty (3) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any damages sustained by the AGENCY.
- (2) If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

- (3) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of the AGREEMENT by the CONTRACTOR.

ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

ARTICLE 10. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of the AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

1. The AGENCY contract administrator is Patricia M. Steed.
2. The CONTRACTOR contract administrator is Norman White.
3. All written and verbal approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.
4. All notices must be given to the parties' contract administrator.
5. This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision is null and void.

ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 15. SPECIAL CONDITIONS

1. The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR'S services to the AGENCY may be generally described in the CONTRACTOR'S professional resume. The CONTRACTOR may not give the

impression in any manner, that the AGENCY recommends or endorses the CONTRACTOR.

2. All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.
3. Anything that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.

IN WITNESS WHEREOF, the CENTRAL FLORIDA REGIONAL PLANNING COUNCIL and NORMAN WHITE have executed this AGREEMENT.

NORMAN WHITE, ATTORNEY

CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL

Norman White, Attorney

Juril O. Mansfield, Chairman

FID Number

Witness

Witness

Date

Date

**OFFICE OF THE ATTORNEY GENERAL
ATTACHMENT A FOR
PRIVATE ATTORNEY SERVICES**

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. (Insert in detail the scope of work the CONTRACTOR is expected to perform, including case matter reference.)
(INSERT 2 THROUGH 3, AS APPROPRIATE.)
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.
3. Prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed *\$(insert dollar amount)* and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach *\$(insert dollar amount)*. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.
2. Billable hours shall be measured in *(insert 6 or 10, whichever is preferable)* minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
3. Premium rates will not be paid for overtime work.
4. Attorney time while traveling will be compensated at *(insert percentage)* percent of the hourly rates reflected in Exhibit 1.

C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior *(insert written or oral)* authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
3. Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed *\$(insert dollar amount)*, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.

4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.

5. Reimbursable costs shall not exceed \$(*insert dollar amount*). The CONTRACTOR shall notify the AGENCY in writing when costs reach \$(*insert dollar amount*). Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in (*insert number of copies*), in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference
- b. Invoice number for the particular bill
- c. CONTRACTOR taxpayer identification number
- d. CONTRACTOR and AGENCY contract administrators' names
- e. Inclusive dates of the month covered by the invoice
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one furnished in Exhibit 1, e.g., travel at a reduced hourly rate.

(NOTE: If billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)

- g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
- h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- i. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between the [*insert CONTRACTOR name*] and [*insert AGENCY name*]."
- j. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY contract administrator is (*insert AGENCY designee name*).

2. The CONTRACTOR contract administrator is (*insert CONTRACTOR designee name*).

However, if multiple law firms are parties to the Contract, then the contract must address the internal system of governance amongst the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.

3. All (*insert written or oral*) approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.

4. This contract shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. SPECIAL CONDITIONS

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

EXHIBIT 1 – Fee Schedule - Amended

I. HOURLY BILLING SCHEDULE

A. CONTRACTOR’S attorney and/ or paralegal staff to be used under this contract include the following individuals at the hourly rate indicated:

NAME	HOURLY RATE
1. <u>Norm White</u>	<u>\$220.00</u>
2. _____	_____
3. _____	_____

The above rates may be adjusted if both parties agree, and shall be documented in writing by amendment to this AGREEMENT.

J. ALTERNATE BILLING SCHEDULE

The hourly billing schedule above applies to matters of other agencies or organizations staffed by the Central Florida Regional Planning Council; to DRI matters; and to active lawsuits. All other matters are included in a \$2,350 retainer paid by the Council to the General Counsel. This monthly retainer amount may be adjusted by the parties at the beginning of each fiscal year by inclusion in the Council’s adopted expense budget for Legal Fees.

NORMAN WHITE, ATTORNEY

CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL

Norman White, Attorney

Juril O. Mansfield, Chairman

FID Number: 262-74-6090

Witness

Executive Director, Witness

Date

Comprehensive Economic Development Strategy (CEDS) Committee Recommendations

The following is the list of recommendations for the CEDS Committee. These recommendations comply with the Economic Development Administration's requirements for committee composition.

Name	Agency/Company Represented	EDA Criteria	Public Sector	Private Sector
Todd Parker	Arr Maz Custom Chemicals, Inc.	Private Sector		X
Spiros Balntas	Central Florida Development Council	Business Industry Economic Development Private Sector	X	X
Douglas Conner	Clear Springs Land Co.	Private Sector		X
Donna Doubleday	Executive Director, CareerSource Heartland	Workforce Development	X	X
TBD	Mosaic	Private Sector Business/Industry		X
Gina Reynolds	Florida's Heartland Regional Economic Development Initiative	Business/Industry Economic Development	X	X
Tim Texley	Century Link	Private Sector		X
Michelle Boylan	Highlands County Economic Development Council	Economic Development	X	X
Mike Willingham	Sebring Airport Authority	Business Industry	X	X
Leana Revell	South Florida Community College	Educational Institution		X
Mandy Hines	DeSoto County Economic Development Office	Economic Development	X	
Bruce Lyon	Winter Haven Economic Development Council	Economic Development	X	X
Raymond Royce	Heartland Agricultural Coalition Town of Lake Placid Council	Business Industry Local Government	X	X
Rae Dowling	Florida Power & Light	Business Industry Private Sector		X
Tara Minton Rowley	Economic Council of Okeechobee	Private Sector Economic Development		X
Lois Hilton	DeSoto Memorial Hospital	Private Sector		X

DRAFT

Exhibit #12

**Amendments to the
Central Florida Regional Planning Council
Personnel Policies and Procedures**

Text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed.

V. RECRUITMENT AND EMPLOYMENT**Probationary Period:**

5. ~~Full health insurance benefits shall be granted a probationary employee who has completed one (1) month probation.~~

Full health insurance benefits shall be granted to a probationary employee on the first of the month following their first day of employment. For example, if an employee's first day of work is July 15, full health insurance benefits shall be granted on August 1.

VI. BENEFITS**Health Insurance**

The Council offers a group health insurance policy for all Full Time and Part Time Employees ~~who have been employed for one month.~~ The general provisions of this policy are as follows.

1. ~~Full Time Employees~~ qualify for participation in the health insurance policy after completing one month of their probationary period.

Full Time Employees qualify for participation in the health insurance policy on the first day of the month following their first day of employment. ~~Participation begins on the first day of the month following the month in which the employee completes one month of service.~~

2. ~~Part Time Employees~~ qualify for participation in the health insurance policy after completing one month of their probationary period.

Part Time Employees qualify for participation in the health insurance policy on the first of day of the month following their first day of employment. ~~Participation begins on the first day of the month following the month in which the employee completes one month of service.~~