



Central Florida Regional Planning Council

June 12, 2019 | 9:30 a.m.

Meeting Agenda

Warner University

Ratzlaff Administration Building Board Room

13895 Hwy 27 | Lake Wales, FL 33859

CALL TO ORDER – Chair Mike Thompson

- Invocation
- Pledge of Allegiance
- Roll Call
- Announcements

AGENDA ITEM #1 PUBLIC COMMENTS

AGENDA ITEM #2 COUNCIL ADMINISTRATION

A. April 10, 2019, Council Meeting Minutes

B. May 2019 Financial Report

- Action Recommended: Approval
- Exhibit #2: A. Minutes - Page 5
B. Financial Report will be distributed at the meeting.

AGENDA ITEM #3 FINANCE COMMITTEE RECOMMENDATIONS

The Finance Committee met on June 4, 2019 and is recommending approval of the following annual budget items:

- Actions Recommended: A. Approve Budget Amendment for FY 2018-19
B. Adopt Proposed FY 2019-20 Annual Budget
C. Approve Member Assessments for FY 2019-20
D. Approve Cash Flow Reserve Fund Policy
E. Approve Audit Engagement Letter
F. Approve Military Leave Policy
- Exhibit # 3: A. Budget Amendment for FY 2018-19 - Page 12
B. Proposed FY 2019-20 Annual Budget - Page 13
C. Member Assessments for FY 2019-20 - Page 16
D. Cash Flow Reserve Fund Policy - Page 17
E. Audit Engagement Letter - Page 18
F. Proposed Military Leave Policy - Page 34
G. Staff Organizational Chart - Page 36

AGENDA ITEM #4 LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) CONTRACT FOR FY 2019-20

This is a reoccurring contract to support the LEPC District 7 program. The Local Emergency Planning Committee is comprised of first responders and safety specialist from cities, counties and private businesses in the five-county region. The contract work begins July 1, 2019.

- Action Recommended: Approve LEPC Contract, Authorize Chairman's Signature and Authorize Executive Director to Administer the Contract
- Exhibit #4: Draft Scope of Work - Page 38

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

This is a reoccurring contract, funded by the US Department of Transportation and passed to the Council through the Florida Division of Emergency Management for Hazardous Analysis (HA) Services.

- Action Recommended: Authorize Chairman to Execute Agreement with DEM, and Authorize Executive Director to Execute Agreements with Counties and Administer Grant.
- Exhibit #5: Draft Scope of Work - Page 44

AGENDA ITEM #6 AVIATION CLUSTER AND FEASIBILITY STUDY AND STRATEGIC ACTION PLAN

Staff issued a Request for Proposals for an Aviation Cluster and Feasibility Study and Strategic Action Plan as part of work being conducted under a grant received by the Economic Development Administration to support an Aviation Industries Cluster in Highlands and Polk Counties. The Selection Committee has evaluated and ranked the Proposals.

- Action Recommended: Approve Selection Committee's rankings and authorize Executive Director to negotiate and execute contract.
- Exhibit #6: Consultant Selection Recommendation - Page 50

AGENDA ITEM #7 UPDATE ON THE HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)

Staff will update the Council on current activities of the HRTPO.

- Action Recommended: Information Only
- Exhibit: None

AGENDA ITEM #8 FY 2019/20 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AND COMPETITIVE FLORIDA PARTNERSHIP APPLICATIONS

Staff will provide an update regarding applications filed for the State of Florida, Department of Economic Opportunity (DEO) for FY 2019/20 Community Planning Technical Assistance Grants and Competitive Florida Partnership Grants in the Region.

- Action Recommended: Information only
- Exhibit: None

AGENDA ITEM #9 AVON PARK AIR FORCE RANGE SENTINEL LANDSCAPE UPDATE

In the summer of 2016, the Avon Park Air Force Range received the designation of Sentinel Landscape. The Sentinel Landscape program was created by the US Department of Agriculture, US Department of Defense, and US Department of Interior to “benefit working lands, wildlife conservation and military readiness.” Staff will provide an update regarding the Avon Park Air Force Range Sentinel Landscape Program.

- Action Recommended: Information Only
- Exhibit: None

AGENDA ITEM #10 EXECUTIVE DIRECTOR’S REPORT

The Executive Director will report on the following items:

- A. Legislative Wrap-up
- B. Multi-Modal Corridor Task Force
- C. Project Updates
- D. TD Vehicles
- E. FRCA Monthly Report

- Action Recommended: Information Only
- Exhibit #10-E: FRCA Monthly Report - Page 52

AGENDA ITEM #11 OTHER BUSINESS

- A. Set date, time, and location for next meeting – August 14, 2019, CareerSource Heartland, Sebring, 9:30 a.m.
- 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.”

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**Central Florida Regional Planning Council
Meeting Minutes**

April 10, 2019 | 9:30 a.m.

Meeting Minutes

**Hardee County Courthouse Annex, Commission Chambers
412 West Orange Street | Wauchula, FL 33873**

Meeting Minutes

Chair Mike Thompson called the meeting to order at 9:30 a.m. Norman White offered the invocation followed by the Pledge of Allegiance.

Roll was called with the following members present:

Chairman, Commissioner Mike Thompson, Hardee County
Vice Chair, City Commissioner Neda Cobb, City of Wauchula
Commissioner Buddy Mansfield, DeSoto County
City Councilmember Keith Keene, City of Arcadia
Jackie Tucker, DeSoto County Gubernatorial Appointee
Mayor John Shoop, City of Sebring
Donna Howerton, Highlands County Gubernatorial Appointee; Highlands County
School Board
Commissioner Bryant Culpepper, Okeechobee County
City Commissioner Bob Jerriel, City of Okeechobee
Commissioner Rick Wilson, Polk County
City Commissioner Nathaniel Birdsong, City of Winter Haven
City Commissioner Bill Read, City of Lakeland
City Commissioner Morris West, City of Hanes City, Ridge League of Cities
Kelly Boatwright, Department of Environmental Protection, Ex-officio
Cindy Rodriguez, Southwest Florida Water Management District, Ex-officio

Members absent:

Commissioner Don Elwell, Highlands County
Jeff Kincart, Polk County Gubernatorial Appointee
Earl Hahn, DeSoto County Planning Director, Ex-officio
Todd Miller, Hardee County Planning Director, Ex-officio
Ben Dunn, Highlands County Development Services Director, Ex-officio
Bill Royce, Okeechobee County Planning Director, Ex-officio
Tom Deardorff, Polk County Director of Growth Management, Ex-officio
Deborah Chesna, Florida Department of Transportation, Ex-officio
Elizabeth "Libby" Maxwell-Pigman, South Fla. Water Management District, Ex-officio

Announcements

Pat Steed thanked Hardee County Commission and Staff for hosting the Council meeting and for the refreshments they provided.

AGENDA ITEM #1 PUBLIC COMMENTS

There were no public comments.

AGENDA ITEM #2 COUNCIL ADMINISTRATION

A. February 13, 2019 Council Meeting Minutes

Chair Thompson asked if there were any changes to the February 13, 2019 Council Meeting Minutes.

MOTION

There being no changes, Keith Keen moved to approve the Council Meeting Minutes as submitted. Buddy Mansfield seconded.

Motion carried unanimously.

B. March 2019 Financial Report

Pat Steed reviewed the Statement of Activities and Statement of Net Assets for the month ended March 31, 2019.

MOTION

Buddy Mansfield moved to accept the March 2019 Financial Report as presented. Bryant Culpepper seconded.

Motion carried unanimously.

AGENDA ITEM #3 HARDEE COUNTY ACTIVITIES REPORT

Chair Thompson introduced Lex Albritton, Hardee County Administrator.

Lex Albritton, Hardee County Administrator, reported that Hardee County's budget for this year is approximately \$400,000 more than last year's budget. Hardee County is slowly recovering from the recession. Building permits have increased from last year, although the lack of housing remains a major issue. He reported on a housing project that previously was a Development of Regional Impact (DRI) that is currently being developed. The Town of Zolfo Springs has acquired a commercial development with a new Circle-K. Hardee County's Road and Bridge Department continues to replace their aging, single laned, wooden bridges a few at a time. The Road and Bridge Department attempts to pave

and resurface 15 to 25 miles of roadways each year if possible. Mr. Albritton reported that the Hardee County Industrial Development Authority (IDA) closed on a new business in their Commerce Park that manufactures bullets and hobby rockets. Also, Floracam, one of the major businesses in the Commerce Park, is expanding its operation into an adjacent building. He reported on the technologically advanced Hardee-Fresh operation, where leafy green vegetables are grown hydroponically. The operation produces several truckloads of vegetables each day. The IDA has been pursuing the production of hemp and its derivatives for several years since it is now considered a commodity. It can be used as building material and as a textile. Mr. Albritton reported that the Ona Phosphate facility was permitted recently and Hardee County is in the process of permitting the South Ft. Meade mine extension. Hardee County had \$3.5 million in damages from Hurricane Irma and continues to work to obtain reimbursement funds from FEMA.

Chair Thompson added that the Hardee County IDA is working on an experimental agricultural project in coordination with the Institute of Food and Agricultural Sciences (IFAS) and South Florida State College to produce several unique and innovative crops.

Questions and discussion followed.

AGENDA ITEM #4 ECONOMIC OVERVIEW

Pat Steed, Executive Director, stated that the CFRPC serves as the Economic Development District (EDD) which is designated by the US Department of Economic Development Administration (EDA) to provide technical assistance to our District's local governments, administer awarded projects, and identify regional funding opportunities for local governments within the region. She provided a comprehensive overview of the economic conditions and forecasts for the State of Florida, including Florida's current population growth rate, average annual wage by county, current employment conditions and Florida's housing market statistics.

Shannon McPherson, Program Director, stated that as part of the duties of the EDD, the CFRPC develops and maintains the Comprehensive Economic Development Strategy (CEDS), which is a five-year strategy for the region. She presented information on the economic performance measures that are tracked on an ongoing basis and updated annually for the region. Ms. McPherson presented a variety of demographic and economic statistics for the counties in the region.

Discussion followed.

AGENDA ITEM #5 ADOPT RESOLUTION 2019-4A

Shannon McPherson presented Resolution 2019-4A supporting a statewide revolving loan program funded by the US Economic Development Administration and administered by the Florida Department of Economic Opportunity (DEO) to assist eligible businesses affected by Hurricane Irma and future disasters. The local match will be provided by the state.

MOTION

Buddy Mansfield moved to adopt Resolution 2019-4A as presented. Keith Keen seconded.

Motion carried unanimously.

AGENDA ITEM #6 FY 19/20 COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT

Jennifer Codo-Salisbury, Deputy Director, presented a list of Community Planning Technical Assistance Grants and Competitive Florida Partnership Grants for FY 2018-19 for jurisdictions within the region, which are awarded through the Florida Department of Economic Opportunity (DEO). Ms. Codo-Salisbury described how the grant funds will be used in each jurisdiction. She stated that staff anticipates the continuation of these grant opportunities for fiscal year 2019-20. These grants are offered to rural communities and the funds are to be used for economic development or planning related purposes. She added that no match is required for these grants.

AGENDA ITEM #7 ADOPT RESOLUTION 2019-4B

Jennifer Codo- Salisbury presented Resolution 2019-4B which authorizes the Executive Director to apply for a State of Florida Department of Economic Opportunity (DEO) FY 19/20 Community Planning Technical Assistance Grant to continue the efforts of Heartland 2060, including the transportation analysis.

MOTION

Bryant Culpepper moved to adopt Resolution 2019-4B as presented. Buddy Mansfield seconded.

Motion carried unanimously.

AGENDA ITEM #8 HEARTLAND 2060 AND PROPOSED NEW CORRIDORS ACROSS CFRPC COUNTIES

Pat Steed, Executive Director, explained that Heartland 2060 is a regional visioning effort that began in 2007 as a result of the massive growth that was taking place in the region and the estimated future population. Studies were developed addressing such things as transportation and school system capacities, and water and land availability. A group of citizens, business and land owners, and government officials from all seven Heartland 2060 counties participated in and guided the process of determining the values of the Heartland and how its citizens would like to see the region grow. Ms. Steed also addressed potential new corridors in the region, and referred to SB 7068 which proposes two multi-modal corridors from Collier to Polk County that crosses the Heartland. She discussed the benefits and the issues with the proposed corridors and stated that with

each proposed corridor there will be a Regional Task Force that will guide the corridor study. She added that the process to get to construction of the new corridor will be unusually quick. The Heartland 2060 regional visioning effort will be updated to consider how the corridors will affect the natural resources and communities in the region.

AGENDA ITEM #9 UPDATE ON THE HEARTLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (HRTPO)

Marybeth Soderstrom, Engagement and Mobility Manager, stated that staff is staying abreast of the potential new corridors through the Metropolitan Planning Organization Advisory Council (MPOAC), who are keeping close track of the legislation. At the next HRTPO meeting, members will be updating the Unified Planning Work Program (UPWP), which serves as a business plan and budget for the HRTPO. The HRTPO will also be reviewing the transportation project applications to the HRTPO staff for sufficiency review and ranking before submitting them to FDOT by July 2019 for consideration for programming. The draft Transportation Improvement Program (TIP) for FY 2019/20 – 2023/24 will be presented for review by the HRTPO at their next meeting. This document includes all transportation projects and locations within the HRTPO region. The two Transportation Disadvantaged (TD) Local Coordinating Boards (LCB) are scheduled to meet in April.

AGENDA ITEM #10 ADOPT RESOLUTION 2019-4C

Marybeth Soderstrom, Engagement and Mobility Manager, stated that FDOT has proposed a new Public Transportation Grant Agreement (PTGA) for Federal 5311 funds awarded to the CFRPC for mobility management activities focused on the continued implementation of the goals and objectives of the Heartland Rural Mobility Plan (HRMP). Resolution 2019-4C allows staff to access the funds.

MOTION

Bryant Culpepper moved to adopt Resolution 2019-4C as presented. Buddy Mansfield seconded.

Motion carried unanimously.

AGENDA ITEM #11 AVON PARK AIR FORCE RANGE SENTINEL LANDSCAPE UPDATE

Jennifer Codo-Salisbury, Deputy Director, stated that in the summer of 2016, the Avon Park Air Force Range received the designation of Sentinel Landscape. The Sentinel Landscape program was created by the US Department of Agriculture, US Department of Defense, and US Department of Interior to benefit working lands, wildlife conservation and military readiness. She stated that staff will present a detailed presentation of the Sentinel Landscape project at the next Council meeting in June.

AGENDA ITEM #12 WEBSITES AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Jennifer Codo-Salisbury, Deputy Director, provided an overview of the ADA compliance requirements for websites. She explained that the premise of ADA as it relates to websites is to make documents accessible to those with audio or visual impediments. She provided a website for members to obtain more information <https://www.ada.gov/websites2.htm>.

Discussion followed.

AGENDA ITEM #13 EXECUTIVE DIRECTOR'S REPORT

Pat Steed, Executive Director, reported on current legislative activities, including the texting while driving bill, stating she felt it is likely to be approved. She highlighted the county impact fee bill and the CRA related bill, and stated that if the growth management bill passes, CFRPC staff will be available to assist local governments in updating their comprehensive plans. She reported on the status of the Regional Planning Councils' proposed legislation to update the Statewide Regional Evacuation Plans for all RPC regions. Ms. Steed reported that staff continues to work on a number of projects including Post Disaster Recovery for which a presentation will be made at a future Council meeting. The FRCA Monthly Report was distributed in the Council's Agenda Packet.

AGENDA ITEM #14 OTHER BUSINESS

Chair Thompson reported that the Hardee County Economic Development Authority (EDA) created a partnership in 2010 with Rapid Systems from Tampa to upgrade the county's broadband service. That technology is currently being upgraded to provide 5G, which is 100 megabytes of service to all parts of Hardee County.

Pat Steed stated that Broadband is a national topic of concern, particularly in rural areas. She has shared the Hardee County experience in providing countywide Broadband in a rural county with many other regions looking for Broadband solutions.

Discussion followed.

Ms. Steed introduced two new employees – Kyle Emanuel, the Council's new Communications Coordinator, and Brenda Torres, the new Community Planner.

The next meeting was scheduled for June 12, 2019 in Polk County at Warner University Board Room, Lake Wales, 9:30 a.m.

There being no further business, the meeting adjourned.

Respectfully submitted,

Mike Thompson, Chairman
April 10, 2019 Council Meeting Minutes

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TO: FINANCE COMMITTEE

DATE: JUNE 4, 2019

SUBJECT: BUDGET NARRATIVE – FY 2018-19

FY 18/19 PROPOSED AMENDMENT:

Revenue

- Line Item #2: SQG Assessments were lower for FY 18/19 based upon fewer inspection sites.
- Line Item #3: PAS Contracts for FY 18/19 increased due to DEO grants received.
- Line Item #11: Heartland 2060 line item put to zero.
- Line Item #12: LEPC – actual contract amount updated.
- Line Item #13: HA – actual contract amount updated.
- Line Item # 21: HMEP – actual contract amount updated.
- Line Item #24: Increased due to all vehicles being funded by 5339 grant.
- Line Item # 25: Removed due to funding being included in line item 24.

Expense

- Line Item # 1: Increased due to anticipated accrued time off payout.
- Line Item #4: Increased due to additional employees taking benefits.
- Line Item #5: Decreased due to non-participating employee on plan.
- Line item #8: Increased due to additional consultant's costs for HMEP training grant.
- Line Item #17: Increased due to additional advertising for open positions.
- Line Item #20: Increased due to upgrade in security system.
- Line Item #21: Increased due to additional dues for new employees & FRCA dues increase.
- Line Item #23: Increased due to storage cost fee increase.
- Line Item#24: Increased due to actual policy costs for FY 18/19.
- Line Item #29: Increased due to additional meetings being held for grant workshops.
- Line Item#36: Increased due to increased costs for FY 18/19
- Line Item #41: Increased for actual cost of vehicles from 5339 grant.



TO: FINANCE COMMITTEE

DATE: JUNE 4, 2019

SUBJECT: BUDGET NARRATIVE – FY 2019-20 PROPOSED BUDGET

FY 19/20 PROPOSED BUDGET

Revenue

- Line Item #1: Increased due to updated 2018 population estimates used for FY 19/20
- Line Item #3: Decreased due to estimated grant funding of DEO grants for FY 19/20
- Line Item #13: Increased due to grant contract for FY 19/20.
- Line Item #14: Decreased slightly due to allocation of funding for FY 19/20.
- Line Item #18: Decreased due to remaining grant allocation for FY 19/20.
- Line Item #19: Decreased due to remaining grant allocation for FY 19/20
- Line Item #23: Increased due to funding allocation for FY 19/20.
- Line Item #24: Decreased due to funding allocation for FY 19/20
- Line Item #25: Increased due to funding allocation for FY 19/20
- Line Item #26: Increased due to funding allocation for FY 19/20
- Line Item #28: Increased due to funding allocation for FY 19/20 DART grant.
- Line Item #29: Increased due to funding allocation for FY 19/20 DART grant trips

Expense

- Line Item #6: Decreased *(See Note)
- Line Item #8: Decreased due to planned training consultants needed for FY 19/20
- Line Item #9: Increased due to projected higher costs for technology contract.
- Line Item #13: Increased due additional trips being funded by DART grant.
- Line Item #18: Increased due to quoted fee in contract.
- Line Item #19: Increased due to anticipated higher costs for FY 19/20.
- Line Item #21: Increased slightly due to anticipated higher costs for FY 19/20.
- Line Item #26: Decreased slightly due to removal of vehicle on auto policy.
- Line Item #27: Increased slightly due to anticipated higher costs for FY 19/20.
- Line Item #28: Increased slightly due to anticipated higher costs for FY 19/20.
- Line Item #35: Increased slightly due to anticipated higher costs for FY 19/20.
- Line Item #41: Decreased to reflect funding of vehicles for FY 19/20 grants.

***Note: Personnel Costs**

Recommended 3% Cost of Living Adjustment for all Full-Time Employees.
 Recommended \$500 One-Time payment for all Part-Time employees.
 Employee staffing changes.

**Central Florida Regional Planning Council
Revenue Budget**

		#1	#2
	Approved	Proposed	Proposed
	Budget	Amended	Budget
	FY 18-19	Budget	Budget
		FY 18-19	FY 19-20
LOCAL REVENUE:			
1 County (Member) Assessments	\$ 260,391	\$ 260,391	\$ 263,847
2 Hazardous Waste Assessments (SQG)	30,037	28,000	28,000
3 PAS Contracts	524,400	540,000	500,000
4 TD Local Planning Assessments	38,000	38,000	38,000
5 Interest	1,000	1,000	1,000
6 Other Local Revenue	12,000	12,000	12,000
7 Local Match for Transportation - Highlands	116,000	116,000	116,000
8 Local Match for TD - Vehicles	14,006	14,006	14,006
9 Total Local Revenue	\$ 735,443	\$ 749,006	\$ 709,006
STATE REVENUE:			
FL Defense Task Force			
10 Task Force	45,000	45,000	45,000
Florida Department of Economic Opportunity			
11 Heartland 2060	\$ 1,500	\$ -	\$ -
Florida Department of Emergency Management			
12 LEPC	81,000	80,000	80,000
13 Hazards Materials Planning & Prevention	4,149	3,120	3,235
Florida Department of Transportation			
14 Commission for TD - Planning	121,920	121,920	121,831
15 State Match for TD Vehicles	14,007	14,007	14,007
16 Total State Revenue	\$ 267,576	\$ 264,047	\$ 264,073
FEDERAL REVENUE:			
Department of Commerce			
17 EDA - District Planning	75,000	75,000	75,000
18 EDA - Post Disaster Aviation	115,000	115,000	92,500
19 EDA - Disaster Recovery	100,000	100,000	80,000
Department of Defense			
20 Sentinel Landscape	50,000	50,000	50,000
Department of Transportation			
21 HMEP Planning & Training	54,031	55,260	55,260
22 Mobility Management	152,000	152,000	152,000
23 TPO Planning - FHWA PL	427,119	427,119	454,004
24 Section 5339 Vehicles	140,601	281,202	140,601
25 Section 5310 TD Vehicles	112,049	-	132,501
26 Section 5305(d) TPO	42,921	42,921	43,083
27 Section 5311			
28 Admin	88,000	88,000	106,000
29 Operating Trips	635,000	635,000	717,000
30 Section 5310 Operating			
31 Admin	-	-	-
32 Operating Trips	400,000	400,000	400,000
33 Total Federal Revenue	\$ 2,391,721	\$ 2,421,502	\$ 2,497,949
34 Fund Balance Transfer	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 3,655,131	\$ 3,694,946	\$ 3,734,875

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
Expense Budget

		#1	#2
	Approved	Proposed	Proposed
	Budget	Amended	Budget
	FY 18-19	Budget	FY 19-20
		FY 18-19	
1 Personnel	\$ 1,441,332	\$ 1,452,832	\$ 1,402,546
2 Employee Fringe & Benefits			
3 Payroll Taxes	122,358	122,358	120,542
4 Insurance Premiums	196,689	200,098	211,127
5 Retirement Contributions (457 Plan)	127,546	123,546	130,205
6 Total Payroll	\$ 1,887,925	\$ 1,898,834	\$ 1,864,420
7 Consultants/EPA Brownfields	-	-	-
8 Consultants/Emer Mgt	25,000	30,000	26,000
9 Consultants/CFRPC - Technology	35,000	35,000	37,000
10 Consultants/EDA	70,000	70,000	70,000
11 Consultants/TPO	8,000	8,000	8,000
12 Total Consultants	138,000	143,000	141,000
13 TD Trip Expense 5311	635,000	635,000	717,000
14 TD Trip Expense 5310 Operating	400,000	400,000	400,000
15 Total TD	1,035,000	1,035,000	1,117,000
16 Accounting/Payroll Services	1,500	1,500	1,500
17 Advertising	5,000	7,000	7,000
18 Audit	23,900	23,900	24,700
19 Auto Expense	15,000	15,000	15,500
20 Building Security	450	750	750
21 Dues & Fees	37,000	39,500	40,000
22 Equipment Lease & Maintenance	9,000	9,000	9,000
23 File Management	3,500	3,600	3,600
24 Insurance - Auto, Property, Liability	25,000	27,500	25,000
25 Insurance - Workers Compensation	7,000	7,000	8,000
26 Total Insurance	\$ 32,000	\$ 34,500	\$ 33,000
27 Janitorial	12,000	12,000	12,500
28 Professional Fees	32,160	32,160	32,803
29 Meeting Expense	5,500	7,000	7,000
30 Miscellaneous	1,000	1,000	1,000
31 Office Supplies	15,000	15,000	15,000
32 Postage & Delivery	3,500	3,500	3,500
33 Printing	6,500	6,500	6,500
34 Repair & Maintenance	6,500	6,500	6,500
35 Technology Supplies & Equipment	25,000	25,000	26,000
36 Telephone	10,000	11,000	11,000
37 Travel & Registration Fees	50,000	50,000	50,000
38 Utilities	10,000	10,000	10,000
39 Capital Outlay - Building	7,500	7,500	7,500
40 Capital Outlay - CFRPC Vehicle	-	-	-
41 Capital Outlay - TD Vehicles	267,196	281,202	273,102
42 Capital Outlay - Office & Technology	15,000	15,000	15,000
43 Total Capital Outlay	\$ 289,696	\$ 303,702	\$ 295,602
TOTAL EXPENSE	\$ 3,655,131	\$ 3,694,946	\$ 3,734,875
TOTAL REVENUE	\$ 3,655,131	\$ 3,694,946	\$ 3,734,875
REVENUE OVER (UNDER) EXPENSE	-	-	-

**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
MEMBER PER CAPITA ASSESSMENTS**

	2017 * Population Estimates	FY 18-19 Assessments (30 Cents)	2018 * Population Estimates	FY 19-20 Assessments (30 Cents)	FY 19-20 Quarterly Amount
DESOTO COUNTY	35,621	\$10,686	35,520	\$10,656	\$ 2,664
HARDEE COUNTY	27,426	\$8,228	27,296	\$8,189	\$ 2,047
HIGHLANDS COUNTY	102,138	\$30,641	102,525	\$30,758	\$ 7,689
OKEECHOBEE COUNTY	41,140	\$12,342	41,120	\$12,336	\$ 3,084
POLK COUNTY	661,645	\$198,494	673,028	\$201,908	\$ 50,477
TOTAL	867,970	\$260,391	879,489	\$263,847	\$ 65,962

Population is based on the Florida Population Estimates: April 1, 2019

*Published by Bureau of Economic & Business Research, University of Florida

PROPOSED:**Cash Flow RESERVE Account for Reimbursement—Public Transportation Grant Agreements(PTGA)**

Beginning in FY 18/19 FDOT began converting from continuing Joint Participation Agreements (JPA), usually of 3 to 5 years in duration, to the new Public Transportation Grant Agreements (PTGA) which are for a one-year duration. With these new PGTA's, reimbursement for Federal or State funds cannot be made without proof of payment to the vendor.

In the past, Central Florida Regional Planning Council (CFRPC) would receive invoices from MV, Inc who serves as the Community Transportation Coordinator (CTC), submit them to FDOT with an invoice package, and after payment from the State, pay MV, Inc. With the new Agreements, CFRPC must pay MV, Inc. first and then FDOT could be invoiced with cancelled check as proof of payment. This is creating an increased cash flow demand and causing CFRPC to experience problems in maintaining timely payment of all accounts. Since this problem will increase as more grants are converted to PTGA requirements in the coming fiscal year, we are seeking a solution that requires County assistance.

Specifically, we are proposing to establish a "Cash Flow Reserve Account" to pay the cost of the invoices from MV, Inc. for public transportation trips in the County. Once FDOT reimburses CFRPC, these funds will return to the account creating a revolving cash flow that will be maintained. In order to accomplish this, a one-time assessment to each county for the sole purpose of funding public transportation would occur. The amount of assessment would be the projected average of one month of invoices based upon grant applications for the coming year (FY19/20).

CFRPC would propose an Agreement with each County which would set the purpose of this assessment. Should the requirement of prepayment be rescinded in future agreements, the funds in the "cash flow reserve account" would be returned to each county in the amount or proportional amount originally contributed.



CLA (CliftonLarsonAllen LLP)
 141 Avenue C Southwest, Suite 160
 Winter Haven, FL 33880
 863-294-4131 | fax 863-294-3927
 CLAAconnect.com

March 31, 2019

Central Florida Regional Planning Council and Management
 Mr. Mike Thompson, Chair
 555 East Church Street
 Bartow, FL 33830-3931

Dear Mr. Thompson:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit, examination, and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Central Florida Regional Planning Council ("you," "your," or "the entity") for the year ended September 30, 2019.

Julie S. Fowler is responsible for the performance of the audit and examination engagements.

Services to be provided

Audit services

We will audit the financial statements of the governmental activities and major fund, which collectively comprise the basic financial statements of Central Florida Regional Planning Council, as of and for the year ended September 30, 2019, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Schedule of revenues and expenditures-by program
2. Schedule of indirect costs
3. Introductory section of the comprehensive annual financial report
4. Statistical data of comprehensive annual financial report

Examination services

We will examine your compliance with Section 218.415, Florida Statutes, regarding the investment of public funds for the year ended September 30, 2019.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of adjusting journal entries.

Audit engagement terms

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is

solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or the single audit compliance opinion are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written management letter as required by Chapter 10.550, Rules of the Auditor General (State of Florida) for Local Governmental Entity Audits (Chapter 10.550), upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance

of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an

opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

We are also responsible for communicating certain matters in accordance with the provisions of Chapter 10.550, which govern the conduct of local governmental entity audits performed in the state of Florida. These matters will be communicated in the management letter.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is

reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on [Date].

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance

with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Examination engagement terms

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with Section 218.415, Florida Statutes, regarding the investment of public funds (the identified Florida Statutes), in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the identified Florida Statutes, in all material respects. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion.

We will issue a written report upon completion of the examination. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, others within the entity, and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than the specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate evidence, or the existence of a significant risk of material noncompliance or deviation from the criteria, which in our professional judgment prevent us from completing the examination or forming an opinion, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Our responsibilities

We will conduct our examination in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the entity complied with the identified Florida Statutes, in all material respects, including designing the examination to detect both intentional and unintentional material noncompliance. An examination involves performing procedures to obtain evidence we consider necessary to enable us to express our opinion. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. There is an unavoidable risk, because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, that some material noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

In making our risk assessments, we consider internal control relevant to the entity's internal control over compliance with the identified Florida Statutes in order to identify types of potential noncompliance, to consider factors that affect the risk of material noncompliance, and to design examination procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control relevant to the identified Florida Statutes. An examination is not designed to provide assurance on internal control over compliance or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the identified Florida Statutes that we identify during the examination.

Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, fraud, or noncompliance with laws or regulations, that may exist. However, we will inform you of any material errors, uncorrected misstatements, and known and suspected fraud and noncompliance with laws or regulations identified during the engagement.

Management responsibilities

You are responsible for the entity's compliance with the identified Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the identified Florida Statutes. You are responsible for the design, implementation, and maintenance of effective internal control over compliance.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the entity's compliance with the identified Florida

Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons from whom we determine it necessary to obtain evidence. You agree to inform us of events occurring or facts discovered subsequent to the period covered by our report affecting the entity's compliance with the identified Florida Statutes.

You are responsible for the entity's compliance with the identified Florida Statutes; and for selecting the criteria and determining that such criteria are appropriate for your purposes. We may advise you about appropriate criteria, but the responsibility for compliance with the specified requirements remains with you. For all nonattest services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will include management's assertion about and confirm management's responsibility for the entity's compliance with the identified Florida Statutes, acknowledge management's responsibility for establishing and maintaining effective internal control over compliance, state that management has performed an evaluation of the entity's compliance with the specified requirements, and state management's interpretation of any compliance requirements that have varying interpretations. Management acknowledges that it agrees to provide us with a written representation letter at the conclusion of the engagement which provides confirmation of representations made by you and your staff to us in connection with the examination engagement. During our engagement, we will request information and explanations from you regarding the entity's compliance with the identified Florida Statutes. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud, error, or noncompliance to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any noncompliance that we may fail to detect as a result of misrepresentations made to us by you.

Nonaudit services

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Other matters

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit on approximately October 31, 2019.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and examination engagements and the dates required will be provided in a separate communication.

At the conclusion of the audit engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be

electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit and examination documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to Auditor General, or its designee; a federal agency providing direct or indirect funding; the U.S. Government Accountability Office; or the Auditor General, State of Florida for purposes of a quality review of the audit and examination, to resolve audit or examination findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit and examination documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit and examination documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit and examination documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Auditor General. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming

any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Limitations and dispute resolution

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report and examination report under this agreement to you, regardless of whether we do other services for you relating to the audit report and examination report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$24,700 for the audit, for entering the information in the Data Collection Form SF-SAC and creating the single audit reporting package, and for the examination. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our audit and examination reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit and examination can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Changes in accounting, audit, and examination standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Central Florida Regional Planning Council's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

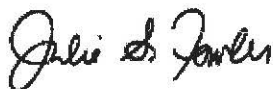
CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements and examination of your compliance, including the terms of our audit and examination engagements and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Julie S. Fowler, CPA
Signing Director
863-202-8116
Julie.Fowler@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of Central Florida Regional Planning Council.

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____

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TO: FINANCE COMMITTEE

DATE: MAY 23, 2019

SUBJECT: MILITARY LEAVE POLICY

The proposed policy would be adopted effective January 1, 2019.

PROPOSED POLICY:

Reserve and National Guard Training

Members of the United States Armed Forces Reserves or the National Guard who are required or ordered to engage in reserve training, whether on active or inactive duty, shall be granted leave with pay for up to 240 working hours in any one annual period or as designated under F.S. 115.07. Absences for reserve training in excess of the 240 working hours in any one annual period or as designated under F.S. 115.07 shall be without pay, unless the employee voluntarily elects to utilize accrued, unused annual and/or sick leave.

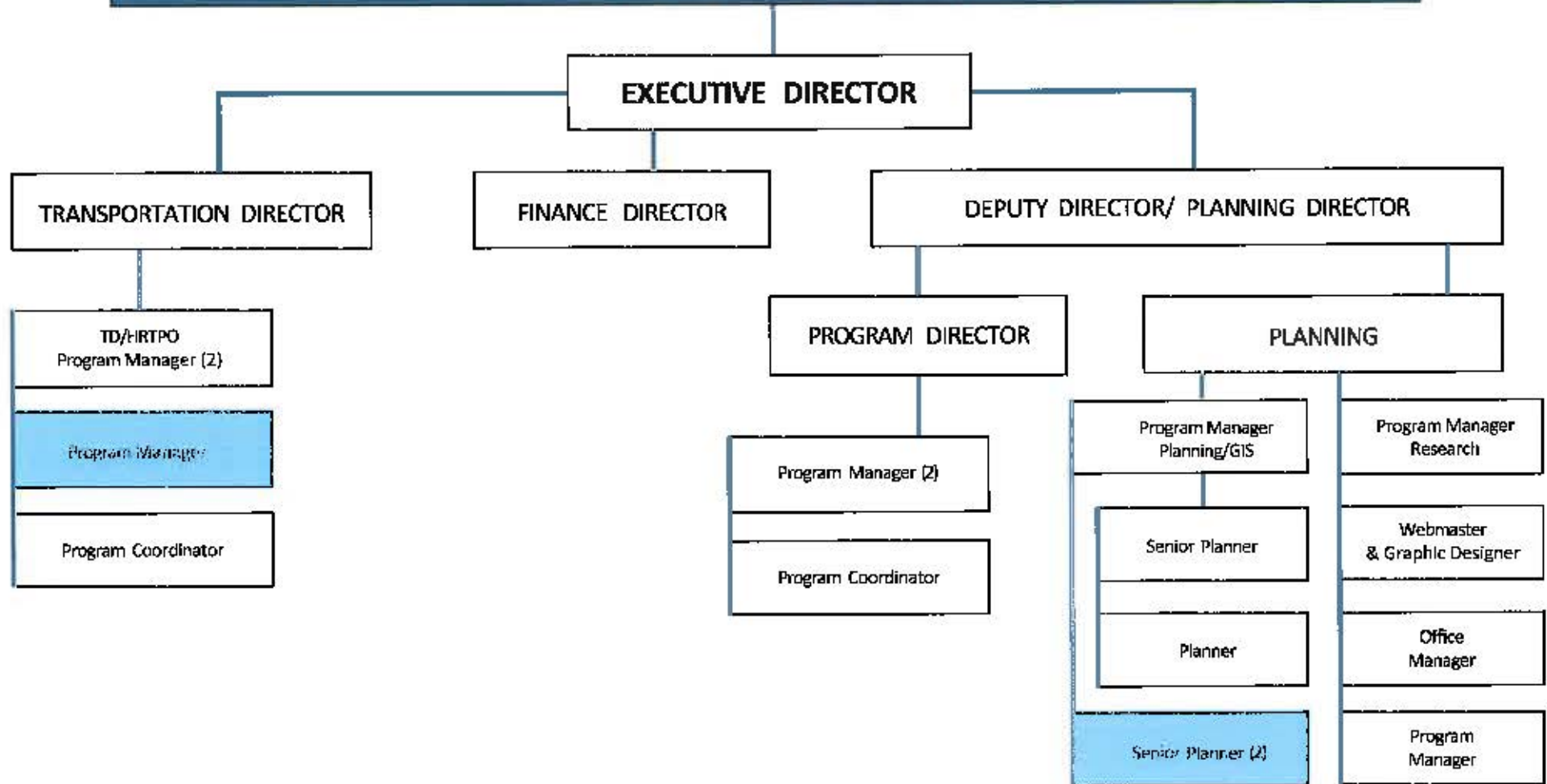
Ordered to Active Military Service

Members of the United States Armed Forces Reserves or the National Guard who are ordered to active military service shall be granted leave with pay for up to 30 calendar days. Leave for active military service in excess of 30 days will be granted without pay, unless the employee voluntarily elects to utilize accrued, unused annual and/or sick leave. Members of the Florida National Guard activated to state active military service by the governor's executive order shall be granted leave with pay for the length of the executive order. Upon discharge from active military service, the employee is entitled to reinstatement to his or her prior position to the extent required by applicable federal or state law.

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FY2018-2019/FY2019-2020

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL BOARD



Part-time Position

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Attachment A Draft May 2019
Scope of Work and Budget

This attachment forms an integral part of the Agreement between the State of Florida, Division of Emergency Management and the _____.

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and Local Governments, Indian Tribes, and Industry. Additionally, EPCRA requires industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the State level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Created by Governors Executive Order and chaired by the Director of DEM, the State Emergency Response Commission (SERC) on Hazardous Materials serves as a technical advisor and information clearinghouse for State and Federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of twenty-seven (27) Governor-appointed individuals who represent the interests of State and Local government, emergency services, industry and the environment.

At the local level, the ten (10) Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to, and recovering from, a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation. This Agreement provides funding so that the Recipient, as an RPC, can maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA.

This Scope of Work provides for the accomplishment of the duties and responsibilities of the Local Emergency Planning Committee as set forth in §301 of the Federal Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq., including Division policies.

Allowable Activities

This is a fixed-fee contract to accomplish the tasks identified in the laws, statutes, and this Agreement. It is not subject to adjustment due to the actual cost experience of the Recipient in the performance of the Deliverables in the contract agreement. The amount paid is based on the weighted value of the tasks and Deliverables listed below that have been accomplished for the invoiced period. Prior to payment, the tasks performed and Deliverables are subject to review and acceptance by Florida Division of Emergency Management. The criteria for acceptance of completed tasks and Deliverables are based on the most recent regulations, guidelines or directives related to the particular task and Deliverable. Specific required tasks are as follows:

TASK 1: LEPC Meeting Support

Weighted Value = 23%

Designate at least one employee to support the quarterly LEPC meetings. The supporting documentation for the LEPC meetings shall include the following: developing agendas and preparing minutes of the meetings in accordance with §252.90, Florida Statutes; providing timely notice to LEPC members and the general public of meeting dates and locations and other LEPC activities; publishing meeting dates in the Florida Administrative Register in accordance with Chapter 120, Florida Statutes; posting meeting agenda on the Recipient's website at least seven days prior to the meeting in accordance with Chapter 120.525, Florida Statutes; providing timely notice of meetings to local newspapers, other appropriate media, and interested parties; providing pertinent documents and materials for distribution at the meetings; attending the meetings.

Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020: LEPC Meeting Agenda, Approved Meeting Minutes from prior meeting, Draft Meeting Minutes, Proof of Publication from the Florida Administrative Register, Proof of Meeting Agenda posted on Recipient's website.

TASK 2: SERC Meetings & Conference

Weighted Value = 8.5%

LEPC Chairpersons and Staff will attend all quarterly State Emergency Response Commission meetings. When unable to attend, arrange for an appropriate designee, such as the LEPC Chair, Vice Chair or LEPC designate to attend. Attend all hazardous materials training courses, workshops, and conferences conducted by the Division within the District. When possible, attend national conferences (e.g., E-Plan, NASTTPO, etc.), as approved by the Division. Attending other LEPC meetings when extraneous circumstances prevent attending primary meetings and conferences.

Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020: Presentation, Agendas, and Sign-in Sheets

TASK 3: EPCRA Presentations**Weighted Value = 10%**

Per fiscal year, conduct a minimum of two (2) public presentations for interested parties within the district on the EPCRA program, including an overview of Florida's LEPC program.

Deliverable Due Date – June 30, 2020: Presentation, Agendas, and Sign-in Sheets

TASK 4: Public Availability/Notification**Weighted Value = 3%**

In newspapers of general circulation within the Recipient's geographical boundaries, publish a minimum of one (1) public availability of information notification pursuant to §324(b) of EPCRA per fiscal year.

Deliverable Due Date – June 30, 2020: Proof of Publication

TASK 5: LEPC Emergency Response Plan**Weighted Value = 7.5%**

Prepare and update the LEPC Hazardous Materials Emergency Response Plan. The LEPC plan shall include each of the planning provisions outlined in §303(c) of EPCRA and consist of the following:

1. Identification of facilities, within the counties in the district, that are subject to the requirements of §302 of EPCRA.
2. Hazards and Vulnerability Analyses of the chemicals covered under §302 of EPCRA consistent with §303 of EPCRA, and the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
3. A Risk Analysis of the chemicals covered under §302 of EPCRA, consistent with §303 of EPCRA, and with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
4. The work product submitted by the Recipient to fulfill this plan development task is not required to include Hazards, Vulnerability, and Risk Analyses appearing verbatim in the county information; however, the work product shall include a complete listing of sites for which Hazards, Vulnerability, and Risk Analyses have been performed. This listing must include, at a minimum, facility name, facility physical address, and the county where the facility is located.

Deliverable Due Date – June 30, 2020: Updated LEPC Hazardous Materials Emergency Response Plan and approval documentation. All LEPC Emergency Response Plan documentation is required to be uploaded to the SharePoint Portal.

Task 6: Technical Assistance**Weighted Value = 10%**

Proactively provide hazardous materials-related technical assistance within the district. Technical assistance shall include the following:

1. Assist in county hazards analysis development within the LEPC district by providing technical assistance, when requested, in the development of chemical identity, vulnerability, and risk and hazards analyses of the chemicals covered under §302 of EPCRA.
2. Distribute SERC-developed hazardous materials training course information.
3. Assist the Division in scheduling and conducting hazardous materials workshops and training, including the Annual Hazardous Materials Training Symposium.
4. Assist facilities with Tier 2 filing and E-Plan within the LEPC district by providing technical assistance, when requested.
5. Assist local emergency managers and fire departments with installation and use of CAMEO and E-Plan, including how to access their corresponding Hazards Analysis data.

Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020: Quarterly Log of Technical Assistance Activities (See Attachment P)

TASK 7: Hazmat Exercise**Weighted Value = 23%**

Must be Homeland Security Exercise and Evaluation Program Compliant (HSEEP).

Option 1: Conduct one (1) HazMat-related exercise (HSEEP Full scale or Functional Exercise) or two (2) tabletop exercises.

Option 2: Participate in a minimum of two (2) HSEEP Functional Exercises or tabletop exercises, full participation is required in assisting local emergency managers, hazmat facilities, and/or other organizations (e.g., schools, hospitals, local governments, etc.). Full participation is the attendance to all planning meetings, actively assisting/engaging in the exercise in some capacity, and providing support/guidance with AAR/IP activities. Prior approval from Contract Manager required for this task.

Deliverable due date – June 30, 2020: HSEEP compliant documentation to include: Situation Manual (SitMan), Exercise Plan (ExPlan), Controller and Evaluator (C/E) Handbook, Master Scenario Events List (MSEL), Player Handout, Exercise Evaluation Guides (EEGs) as applicable per type of exercise activity. **All exercises**

must include: After Action Report/Improvement Plan (AAR/IP), Sign-in sheet, Agendas.

TASK 8: Shelter in Place Presentation

Weighted Value = 5%

Provide a shelter-in-place presentation to the public and vulnerable facilities as it relates to hazardous material releases/spills. Task includes presentations, development of educational materials, and dissemination of information. Provide a minimum of one (1) shelter-in-place presentation per fiscal year within the district.

Deliverable Due Date – June 30, 2020: Agendas, Sign-in-Sheets, PowerPoint Presentation, Educational Materials

TASK 9: Training Coordination

Weighted Value = 5%

Provide for the planning and training of Hazardous Materials Emergency Preparedness (HMEP) training as well as Transportation and Community Awareness and Emergency Response (TRANSCAER) training within the district. Assist community partners with training needs they determine necessary such as CBRN Training, WebEOC Training, Homeland Security Exercise and Evaluation Program (HSEEP), Active Shooter Training, etc.

Deliverable Due Dates - September 30, 2019, December 30, 2019, March 31, 2020, June 30, 2020: Quarterly List of Training Courses Planned and Coordinated within the district

TASK 10: Quarterly Progress Report

Weighted Value = 5%

Provide the Division with a report each quarter, due by the 30th day following the end of the quarter, to include all accomplishments for the LEPC program.

Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020 and June 30, 2020: Completed Quarterly Progress Report Task Form (**Attachment I**) submitted with corresponding Financial Invoice (**Attachment C**), and Quarterly Log of Technical Assistance Activities (**Attachment P**). All Quarterly Report submissions are required to be uploaded to the SharePoint Portal.

PROJECT COST:

For the above described tasks and deliverables, compensation shall not exceed the total maximum amount of \$80,000.00.

Task	Budgeted Amount	Percent
1: LEPC Meeting Support	\$ 18,400.00	23%
2: SERC Meetings & Conf.	\$ 6,800.00	8.5%
3. EPCRA Presentations	\$ 8,000.00	10%
4: Public Avail. of Info Notice	\$ 2,400.00	3%
5: LEPC Emergency Plan	\$ 6,000.00	7.5%
6: Technical Assistance	\$ 8,000.00	10%
7: Hazmat Exercise	\$ 18,400.00	23%
8. Shelter in Place	\$ 4,000.00	5%
9. Training Coordination	\$ 4,000.00	5%
10. Quarterly Progress Report	\$ 4,000.00	5%
TOTAL	\$ 80,000.00	100%

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- Reduction of the maximum payable amount based on the applicable percentage of each task not successfully completed.

If, because of circumstances beyond the Recipient's control, and Recipient is unable to successfully perform a task required by this Agreement, the Recipient shall immediately notify the Division. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence. All requests must be made in writing.

Attachment B

Scope of Work

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 28 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation.

At the local level, each of Florida's 67 counties performs a hazards analysis (county may elect to contract to the RPC or qualified vendor). The county hazards analysis is used as input to the LEPC Emergency Response Plan for Hazardous Substances required under EPCRA and encompasses; identification of facilities and transportation routes of extremely hazardous substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient, can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The recipient shall update the hazards analysis for all facilities listed in Attachment D, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity. The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County listed on Attachment D that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.
- B. The completed hazards analysis shall comply with the site-specific hazards analysis criteria outlined below for each facility listed in Attachment D. The primary guidance documents are Attachment K (Hazards Analysis Contract Checklist and CAMEO*fm* Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; <https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>. All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance and approved by the Division.
- C. Conduct an on-site visit at each Attachment D facility to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's current **CAMEO*fm* version (download from):** <http://www.epa.gov/cameo/cameo-software>. Each facility hazards analysis shall include, but is not limited to, the following items:
 1. Facility Information (**CAMEO*fm* Facility Page**)
 - (a) Enter the facility name (per Attachment D) in the Facility Name field.
 - (b) Enter the facility physical address (no Post Office Box) in the Street Address fields of the Address tab.
 - (c) Enter the geographic coordinates (in decimal degrees) in the latitude/longitude fields of the Map Data tab.
 - (d) Enter the maximum number of occupants present at the facility at any given time in the Maximum Number of Occupants Fields on the ID and Regs tab. The Facility Manned tab must also be correctly checked. Select the correct check boxes indicating if the facility is subject to section 112r and/or section 302. (All facilities should be subject to 302 unless they submitted an SOD)
 - (e) Enter the Facility phone number in the Facility Phones tab field.
 - (f) Enter the name, title and 24-hour phone number of the designated facility emergency coordinator in the Contacts tab field.
 - (g) Enter the main route(s) used to transport chemicals to the facility (from the County line to the facility) in the notes tab of the Facility Page.
 - (h) Enter the route(s) used to exit the Threat Zone(s) in the notes tab of the Facility Page or link the facility to a Marplot map that graphically shows the evacuation routes. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method.
 - (i) Enter any past reportable releases that have occurred in the last five years at the facility in the notes tab of the Facility Page. Include a copy of the Section 304 follow-

up report submitted to the LEPC. If it is determined that a facility has not had an accident, that shall be noted.

2. Hazard Identification (**CAMEO*fm* Chemical in Inventory Page**)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a Chemical in Inventory page (if a Chemical in Inventory page hasn't been created already) and enter the proper chemical name and Chemical Abstract Service (CAS) number.
- (b) On each Chemical in Inventory page created for each Extremely Hazardous Substance present over the TPQ, enter in pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance in the Max Daily Amount field of the Physical State and Quantity tab.
- (c) Enter the amount (in pounds) of each Extremely Hazardous Substance stored in the largest container or interconnected containers in the Max amount in largest container field of the Physical State and Quantity tab (**this is the release amount used to determine the Vulnerable Zone**).
- (d) Choose the appropriate description for the Type of storage container (drum, cylinder, tank etc.), storage pressure (ambient, greater than ambient etc.) and storage temperature (ambient, greater than ambient etc.) of each Extremely Hazardous Substance in those fields on the Location tab.
- (e) For each Extremely Hazardous Substance over TPQ, On the Physical State & Quantity tab check the appropriate boxes in the Physical State, Hazards and Health Effects fields (information on the above may be found by clicking on the Datasheet button which opens either the CAMEO Chemicals program or website.)

3. Vulnerability Analysis (**CAMEO*fm* Scenario Page**)

- (a) For each Extremely Hazardous Substance present over the Threshold Planning Quantity (TPQ), create a New Scenario page (if a Scenario page hasn't been created already) and enter the maximum amount in the largest container or interconnected containers in the Amount Released field of the Scenario Description tab.
- (b) On the Scenario page(s) Scenario Description tab, enter the concentration percentage in the Concentration field.
- (c) On the Scenario page(s) Scenario Description tab, enter the release duration in the Release Duration field as follows:
 - (1) Gases – 10 minutes
 - (2) Powders or solids in solution – 10 minutes
 - (3) Liquids – No value shall be entered
- (d) Enter the proper natural physical state of the chemical at room temperature in the physical state field. (as specified in CAMEO*fm* Chemicals)
- (e) On the Scenario page(s) Scenario Description tab, use the weather default settings or, enter average wind speed. Alternate scenarios may also be entered.
- (f) On the Scenario page(s) Scenario Description tab, rate the Risk, Consequences and Overall Risk of a release occurring at the facility on the bottom of the Scenario Page

(the Risk Assessment should be based upon the Extremely Hazardous Substance, previous release history, maintenance conditions etc.).

- (g) After entering the information noted above on the Scenario Description tab and clicking on the Estimate Threat Zone Radius button, *CAMEO_{fm}* will automatically estimate the extent of the threat zone that may cause injury or death to human populations following a release.
- (h) On the Scenario page(s) notes tab, enter an estimate of the total exposed population within the threat zone(s) or link the facility location to a Marplot map where the threat zone population may be estimated based on the most recently available Census data. This image must be available off-line if this alternative method is selected. A map-capture from Marplot may be saved as an alternative method. If using this method upload the map data image to the **CAMEO_{fm}** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Total Exposed Population can be found. Add the file name. (Example: Total Exposed Population: See Marplot map (name of map SERC#TEP))
- (i) On the Scenario page(s) notes tab, identify each critical facility by name and maximum expected occupancy within the threat zone(s) (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the threat zone(s), that shall be noted. An alternative method is to link the facility location to a Marplot map in which a critical facilities geographic shape file has been loaded. If using this method upload the map data image to the **CAMEO_{fm}** Site Plan tab/Facility page and also write on the Notes tab/Scenario page where the Critical Facility information can be found. Add the file name. (Example: Critical Facilities: See Marplot map (name of map SERC#CF))

D. Supporting documentation in the form of Site Visit Certification Form, Statement of Determination or dated letter or email to the SERC, LEPC, and local fire department from the facility identifying the reason the EHS is no longer present shall be submitted to the Division with a list of the facilities for which a hazards analysis was not completed Section 302 site and need to be removed from the official list of Section 302 sites for which hazards analysis are conducted..

E. On-Site Visits

1. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment D, to confirm the accuracy and completeness of information in the hazards analysis. If authorized by the Division, a new or alternate facility may be substituted for a site that has previously had a hazards analysis conducted. A change of facilities after the agreement is executed will require a modification agreement.
2. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment L) for each facility to the Division (file name must contain at minimum the SERC number if applicable and SV – if SERC number is not available facility name and SV – additional info allowed but not required). **Add the site visit certification form to the Site Plan Tab of the CAMEO_{fm} Facilities Page for each facility visited or contacted. Upload the site visit certification form to the Site Plan Tab of the CAMEO_{fm} Facilities Page for each facility visited or contacted.**
 - (a) **On-Site visit exception for sulfuric acid (batteries), this exception does NOT apply to bulk storage of sulfuric acid.**

- (1) For facilities listed on Attachment D that report the presence of only sulfuric acid in batteries, an initial on-site visit is required and an on-site visit form (Attachment L) signed and dated by the facility representative and the Recipient shall be submitted to the Division.
 - (2) In Agreements subsequent to the initial on-site visit, the Recipient shall contact the facility representative by email or telephone to verify the presence of all extremely hazardous substances. The on-site visit form shall be signed by the Recipient and identify the date and facility contact information. Another on-site visit is not required in subsequent Agreements, unless, the facility reports the presence of another extremely hazardous substance above TPQ. **Nothing additional is required to be changed or updated in CAMEO_{fm} for Sulfuric Acid (Battery) Exemption facilities.**
 - (3) If a facility representative reports the presence of an extremely hazardous substance other than sulfuric acid in batteries, subsequent to the period of Agreement in which the initial site visit was conducted, the Recipient shall conduct an on-site visit, complete all applicable **CAMEO_{fm} pages and tabs** and submit a completed on-site visit form (Attachment L) to the Division.
 - (4) A list of the facilities using the Sulfuric Acid (Battery) Exception must be included with deliverable submittals.
3. **For each facility for which a hazard analysis is conducted, a site plan must be added to the site plan tab of the CAMEO_{fm} Facilities Page.** (file name must contain at minimum the SERC number if applicable and SP – if SERC number is not available facility name and SP – additional info allowed but not required) The site plan shall contain sufficient information to provide situational awareness and at a minimum include:
- (a) Location of major building(s)
 - (b) Name and location of extremely hazardous substance(s). If multiple extremely hazardous substances are co-located, noting EHS is acceptable.
 - (c) Name and location of street(s) in immediate vicinity, minimum of one cross street and street facility is located on.
 - (d) Identify pertinent access and egress point(s)
 - (e) Note any additional features pertinent to hazmat and medical response

- F. Ensure that the Hazards Analysis information is provided to the County for inclusion in the Local Mitigation Plan.

REIMBURSEMENT CONDITIONS:

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement. However, the following limitations shall apply:

- First payment, the division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this agreement unless the Recipient completes multiple deliverables.

- Second payment, the division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this agreement unless the Recipient completes multiple deliverables.
- Third payment, the division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this agreement unless the Recipient is submitting for multiple deliverables.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular payment. However, under no circumstances shall the cumulative reimbursement amount for payments 1 and 2 exceed 80% of the overall amount authorized by this Agreement unless all three deliverables have been met.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and or
- Payment will be reduced by \$110.00 per Facility with incorrect or incomplete CAMEO files

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

MEMORANDUM

Date: June 12, 2019

To: Central Florida Regional Planning Council

From: Shannon McPherson, Program Director

RE: Consultant Selection for CFRPC Central Florida Aviation Cluster and Feasibility Study and Strategic Action Plan

In August 2018, the Central Florida Regional Planning Council received a grant from the Economic Development Administration to support an Aviation Industries Cluster, Collaboration, Feasibility, and Strategic Action Plan. Part of this work includes the development of a Cluster and Feasibility Study and Strategic Action Plan.

Staff issued a Request for Proposals and two Proposals were received, from Alton Aviation and Explorer Solutions. The Selection Committee met on May 24, 2019 to evaluate and rank the Proposals. Explorer Solutions ranked first and Alton Aviation ranked second.

Staff requests the Board approve the Selection Committee's rankings, and authorize the Executive Director to negotiate and execute a contract for this project consistent with the grant.

Actions Recommended for Board Approval:

- **Approve Selection Committee Rankings;**
- **Authorize the Executive Director to negotiate contract with the first ranked firm;**
- **Authorize the Executive Director to negotiate contract with the second ranked firm should negotiations with the first ranked firm fail;**
- **Authorize the Executive Director to execute the contract.**

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Apalachee • Central Florida
 East Central Florida • North Central Florida
 Northeast Florida • South Florida • Southwest Florida
 Tampa Bay • Treasure Coast • West Florida

MONTHLY ACTIVITY REPORT: April 2019

RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Organized and distributed the March 2019 Florida Regional Councils Association (FRCA) Newsletter, *FRCA Forward*. Began collecting articles and formatting the April 2019 Newsletter. Continued to update the FRCA Facebook page.
- Worked with the Florida Association of Counties to maintain the email lists for newly elected local officials and maintain the email listserv for approximately 2,400 individuals who receive *FRCA Forward*.
- Continued to work with the Florida Association of Counties to maintain and enhance the FRCA website: www.flregionalcouncils.org.
- To enhance partnerships and strengthen the relationship between regional planning councils and their state and federal partners, participated in or attended the following meetings and shared information:
 - Rural Economic Development Initiative
 - Coordination call with the Florida Department of Environmental Protection
- Facilitated the Economic Development Planner and Disaster Recovery Coordinator Conference Call with the Economic Development Administration, April 9th
- Compiled the January – March quarterly report for the Department of Economic Opportunity on economic activities in each regional planning council area.

ASSOCIATION MANAGEMENT

- Participated with the April Executive Directors Advisory Committee (EDAC) and Partners meetings held in Tallahassee.
- Prepared for the June EDAC and Partners Meetings.
- Distributed the 2019 Legislative bill tracking report.
- Coordinated FRCA participation with the following upcoming annual conferences:
 - Florida Association of Counties, June 11 – 14th
 - Florida League of Cities, August 15 – 17th
 - American Planning Association, Florida Chapter, September 10 – 13th
- Distributed grant opportunities and information of interest from local, state and national organizations.

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MONTHLY ACTIVITY REPORT: May 2019

RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Organized and distributed the April 2019 Florida Regional Councils Association (FRCA) Newsletter, *FRCA Forward*. Continued to update the FRCA Facebook page.
- Updated the email lists for newly elected local officials and maintain the email listserv for approximately 2,400 individuals who receive *FRCA Forward*.
- Continued to work with the Florida Association of Counties to maintain and enhance the FRCA website: www.flregionalcouncils.org.
- To enhance partnerships and strengthen the relationship between regional planning councils and their state and federal partners, participated in or attended the following meetings and shared information:
 - Quarterly Florida Resilient Coastline Forum
- Facilitated the Disaster Recovery Coordinator Conference Call with the Economic Development Administration, May 22nd
- Updated the second and third quarter reports for the Department of Economic Opportunity on economic activities in each regional planning council area.

ASSOCIATION MANAGEMENT

- Prepared for the June Executive Directors Advisory Council and Partners Meetings.
- Distributed the final 2019 Legislative bill tracking report.
- Coordinated FRCA participation with the following upcoming annual conferences:
 - Florida Association of Counties, June 11 – 14th
 - Florida League of Cities, August 15 – 17th
 - American Planning Association, Florida Chapter, September 10 – 13th
- Distributed grant opportunities and information of interest from local, state and national organizations.

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