



Central Florida Regional Planning Council

Meeting Agenda

Wednesday, June 8, 2022 | 9:30 a.m.

How to Attend:	In Person	CareerSource Heartland 5901 US Highway 27 South, Suite 1, Sebring, FL, 33870
	Virtually	https://meet.goto.com/786081861
	By Phone	(224) 501-3412; Access Code: 786-081-861

Call To Order – Chair Keith Keene

- Invocation
- Pledge of Allegiance
- Roll Call
- Announcements

1) Opportunity for Public Comments

2) Council Administration - page 5

- A) Approval of Minutes
- B) May 2022 Financial Report

Actions Requested:	Approval by Council
Exhibits:	#2A: April 13, 2022 Council Meeting Minutes #2B: May 2022 Financial Report (<i>Distributed at the meeting</i>)

3) Finance Committee Recommendations - page 10

The Finance Committee met on May 11, 2022, to review the annual budget items and is recommending approval of the following.

Actions Requested:	Approval by Council
Exhibits:	#3A: Budget Amendment for FY 2021-22* - pg. 12 #3B: Proposed FY 2022-23 Annual Budget* - pg. 14 #3C: Member Assessments for FY 2022-23* - pg. 16 #3D: FY 2021-22 Audit Engagement Letter* - pg. 17 #3E: Resolution 2022-6A Establishing a Line of Credit* - pg. 32 #3F: Executive Director Annual Leave* (no exhibit) #3G: Staff Organizational Chart (information only) - pg. 33
Items with Asterisk*	Require separate Council action

4) Local Emergency Planning Committee (LEPC) Grant Agreement for FY 2022-23 - page 35

This is a recurring contract to support the LEPC District 7 program. The LEPC is comprised of first responders and safety specialists from cities, counties, and private businesses in the five-county region. The grant agreement work begins July 1, 2022.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#4: Draft Scope of Work

5) Hazards Analysis (HA) Grant Agreement for FY 2022-23 - page 42

This is a recurring contract funded by the U.S. Department of Transportation and passed to the Council through the Florida Division of Emergency Management for Hazardous Analysis (HA) services. The Grant begins July 1, 2022.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#5: Draft Scope of Work

6) Hazards Materials Emergency Preparedness (HMEP) Contract for FY 2022-23 - page 47

This is a recurring contract funded by the U.S. Department of Transportation and passed to the Council through the Florida Division of Emergency Management for Hazardous Materials Emergency Preparedness (HMEP) services.

Actions Requested:	Authorize Executive Director to Sign and Administer the Contract
Exhibits:	#6: HMEP Scope of Work

7) Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation for Federal Transit Administration (FTA) 5311 Grants - page 57

FDOT has proposed PTGAs for ongoing Federal Transit Operational Grants.

Actions Requested:	Approve each Resolution
Exhibits:	#7A: Resolution 2022-6B #7B: Resolution 2022-6C

8) Heartland Regional Transportation Planning Organization (HRTPO) Activities

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

Actions Requested:	Information only
Exhibits:	None

9) Florida Wildlife Corridor - page 61

Staff will provide an overview of the Florida Wildlife Corridor Act and opportunities the Act may provide in the region.

Actions Requested:	Information Only
Exhibits:	None

10) Update on Local Government Planning Services and DEO Technical Assistance (TA) Grants and Competitive Florida Grants - page 63

Staff will present an overview of Planning Advisory Services (PAS) that the CFRPC provides to local governments and communities, highlighting current projects. Staff will also provide an update regarding the State of Florida Department of Economic Opportunity (DEO) FY 2022/23 Community Planning Technical Assistance Grants and Competitive Florida Grants.

Actions Requested:	Information Only
Exhibits:	None

11) Heartland Regional Resiliency Coalition Update - page 65

Staff will present an update regarding the progress toward stakeholder approval of a Memorandum of Understanding (MOU) for the formation of the Heartland Regional Resiliency Coalition to promote a collaborative partnership within the seven counties of the Heartland Region. Grant opportunities will also be discussed.

Actions Requested:	Information Only
Exhibits:	None

12) Executive Director's Report - page 67

The Executive Director will report on current activities in the region.

Actions Requested:	Information Only
Exhibits:	#12: FRCA Monthly Activities Report

13) Next Meeting and Other Business

- A) Next Meeting: August 10, 2022 at 9:30 am at the Jack Stroup Civic Center in Downtown Sebring
- B) Other Business

14) Adjourn

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the CFRPC Title VI/Nondiscrimination Coordinator, Brenda Torres, 863-534-7130, or via Florida Relay Service 711, or by email: btorres@cfrpc.org

La participación pública es solicitada sin distinción de raza, color, origen nacional, sexo, edad, discapacidad, religión o situación familiar. Las personas que requieren alojamiento bajo el Americans with Disabilities Act (ADA) o la traducción de idiomas, de forma gratuita deben ponerse en contacto Brenda Torres, CFRPC Título VI de Enlace, 863-534-7130 (voz), oa través de la Florida Relay Servicio 711, o por correo electrónico btorres@cfrpc.org al menos Tres días antes del evento.

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Central Florida Regional Planning Council

Meeting Minutes

Wednesday, April 13, 2022 | 9:30 a.m.

Hardee County Agri Civic Center
515 Civic Center Drive, Wauchula, FL, 33873

Exhibit #2A

Chair Keith Keene called the meeting to order at 9:30 a.m. Norman White led the invocation followed by the Pledge of Allegiance. Roll was called and the following Council Members were in attendance:

Chair, Councilmember Keith Keene, City of Arcadia
Commissioner Neda Cobb, City of Wauchula
Commissioner Judith George, Hardee County
Commissioner Chad Mcleod, City of Lakeland
Commissioner Rick Wilson, Polk County
Commissioner Noel Chandler, City of Okeechobee
Jackie Tucker, DeSoto County Gubernatorial Appointee
Donna Howerton, Highlands County Gubernatorial Appointee
Jeff Kincart, Polk County Gubernatorial Appointee
Kelly Boatwright, Department of Environmental Protection, Ex-officio
Todd Miller, Hardee County Planning Director, Ex-officio

A quorum of members was present.

Announcements: Pat Steed, welcomed Council members and thanked Hardee County for use of the facility.

1) Opportunity for Public Comments

No public comments were received.

2) Council Administration

A) Approval of Minutes

- A motion was made by: Jackie Tucker
 - The motion was seconded by: Rick Wilson
 - The motion was approved by unanimous vote.

B) March 2022 Financial Report

- A motion was made by: Rick Wilson
 - The motion was seconded by: Chad McLeod
 - The motion was approved by unanimous vote.

3) Hardee County Activities Report

Lawrence McNaul, Hardee County Manager, provided an update to the Council on current activities in Hardee County including the reformation of a Tourist Development Council, legislative appropriations, and a compensation study. The County is also currently working with the CFRPC



to develop a Parks and Recreation Master Plan that involves several community engagement activities.

4) Formation of the Heartland Regional Resiliency Coalition

Pat Steed, Executive Director presented information on progress toward stakeholder approval of a Memorandum of Understanding (MOU) for the formation of the Heartland Regional Resiliency Coalition to promote a collaborative partnership within the seven counties of the Heartland Region. The MOU has already been approved by DeSoto, Glades, Hardee, Highlands, Okeechobee, and Polk Counties as well as the Heartland Regional and Polk Transportation Planning Organizations.

- A motion to authorize the Chair to sign the Memorandum of Understanding (MOU) for the formation of the Heartland Regional Resiliency Coalition was made by: Jackie Tucker
 - The motion was seconded by: Donna Howerton
 - The motion was approved by unanimous vote.

5) Adopt Resolutions Supporting Applications for DEO Technical Assistance (TA) Grants and for Competitive Florida Grants

The State of Florida Department of Economic Opportunity (DEO) announced funding availability for both FY 2022/23 Competitive Florida Grants and Community Planning Technical Assistance Grants. Resolutions are included to authorize the submission of grants.

- A motion to authorize the Chair to sign Resolution 2022-4A supporting an application for DEO Technical Assistance (TA) grant for Heartland Regional Resiliency Action Plan was made by: Rick Wilson
 - The motion was seconded by: Chad McLeod
 - The motion was approved by unanimous vote.
- A motion to authorize the Chair to sign Resolution 2022-4B supporting an application for DEO Technical Assistance (TA) grant for Assistance to communities in the Heartland was made by: Rick Wilson
 - The motion was seconded by: Jackie Tucker
 - The motion was approved by unanimous vote.
- A motion to authorize the Chair to sign Resolution 2022-4C supporting an application for DEO Competitive Florida Grant was made by: Neda Cobb
 - The motion was seconded by: Chad McLeod
 - The motion was approved by unanimous vote.

6) Update on Kick-Off of Compatible Use Plan (CUP) for Avon Park Air Force Range

The CFRPC was awarded a grant from the US Department of Defense/Office of Economic Adjustment to prepare a Compatible Use Plan for the Avon Park Air Force Range (APAFR). Staff provided an update on the Kick-off Meeting held at the Avon Park Air Force Range on March 8, 2022.

7) Appointment of Comprehensive Economic Development Strategy (CEDS) Committee

An update of the region's CEDS is underway and will be completed this year. To guide this process a CEDS Committee is needed to work with the staff and provide recommendations to the Council. The following candidates for the CEDS Committee were recommended:

Sandra Guff, DeSoto County Economic Development Office
 Bill Lambert, Hardee County Economic Development Council
 Meghan M. DiGiacomo, Highlands County Economic Development Council
 Bruce Lyon, Winter Haven Economic Development Council
 Sean Malott, Central Florida Development Council
 Mike Willingham, Sebring Airport Authority
 Kaylee King, Okeechobee County Economic Development Corporation
 Cyndi Jantomaso, Haines City Economic Development Council
 Donna Doubleday, CareerSource Heartland
 Stacy Campbell-Domineck, CareerSource Polk
 Kris Hallstrand, Lakeland Linder Regional Airport
 Drew Wilcox, Nucor Steel
 Nicole Walker, UF/IFAS Extension
 Marc Hoenstine, Duke Energy
 Rex Jackson, LEGOLAND
 Aubrey Brown, CSX
 Larry Black, Peace River Packing
 Morgan Odum, Mosaic
 Denise Grimsley, Advent Health
 Gene Conrad, SUN'n'Fun Aerospace Expo
 Terry Burroughs, Florida's Heartland Economic Region of Opportunity
 Tara Jeffries, South Florida State College (Farmworker Career Development)
 Paulette Wise, Okeechobee Chamber of Commerce Board
 Jake Fojtik, Florida Farm Bureau Federation

- A motion to approve the CEDS Committee was made by: Jeff Kincart
 - The motion was seconded by: Jackie Tucker
 - The motion was approved by unanimous vote.

8) Community Development Block Grant - Mitigation (CDBG-MIT) Authorization of Approval

The East Central Regional Planning Council was awarded a CDBG-MIT grant for Advancing Mitigation Assessment and Planning through Regional Collaboration. The project will provide a cohesive, statewide approach to resilience planning, including inland counties. Central Florida Regional Planning Council will be one of the subrecipients of the grant. The project will take approximately three years to complete.

- A motion to Authorize the Executive Director to sign and administer the Grant Agreement was made by: Chad Mcleod
 - The motion was seconded by: Rick Wilson
 - The motion was approved by unanimous vote.

9) Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation for FTA 5311 Mobility Management Grant

- A motion to authorize the Chair to sign Resolution 2022-4D authorizing the Executive Director to sign and administer the Grant Agreement was made by: Jackie Tucker
 - The motion was seconded by: Donna Howerton
 - The motion was approved by unanimous vote.

10) Heartland Regional Transportation Planning Organization (HRTPO) Activities

Marybeth Soderstrom, Transportation Director, briefed the Council on activities of the six-county Heartland Regional Transportation Planning Organization (HRTPO) and other transportation issues. The next meeting of the HRTPO will be held on June 15, 2022. The agenda for that meeting will include a Regional Trails Plan, the Congestion Management Policy, and the adoption of the Transportation Improvement Program.

11) Discussion on Budget Development Schedule and Per Capita Assessments

Pat Steed reviewed the budget preparation schedule for FY2022-23. She covered material originally discussed at the last Council meeting in February concerning the history of member assessments, the items paid for with these funds, and compared the rates of revenue from dues throughout the Council's history in relation to the CPI rates in those same periods of time. She had discussed this proposed change with every county prior to today's meeting.

Discussion followed.

- A motion to increase the Per Capita Rate to \$0.37 in 2023 was made by: Rick Wilson
 - The motion was seconded by: Jackie Tucker
 - The motion was approved by unanimous vote.

12) Executive Director's Report

Pat Steed provided information regarding recently passed bills. There were several local bills that translated to local projects funded. She then opened the discussion up to Council members to discuss their local project successes.

The next Florida Regional Council Association's Policy Board meeting will be held on June 10, 2022 at the offices of the Tampa Bay Regional Planning Council.

13) Next Meeting and Other Business

The next meeting was announced to be held on June 8, 2022, at 9:30 a.m. at CareerSource Heartland in Highlands County.

There being no further business, the meeting adjourned.

Respectfully submitted,

Keith Keene, Chair

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Agenda Item #3 Finance Committee Recommendations

Actions Requested:	Approval by Council
Exhibits:	#3A: Budget Amendment for FY 2021-22* #3B: Proposed FY 2022-23 Annual Budget* #3C: Member Assessments for FY 2022-23* #3D: FY 2021-22 Audit Engagement Letter* #3E: Resolution 2022-6A Line of Credit* #3F: Executive Director Annual Leave* (no exhibit) #3G: Staff Organizational Chart (information only)

BACKGROUND: The Finance Committee met on Wednesday, May 11, 2022, and unanimously voted to forward the following items to the Council with a recommendation for approval.

A. Budget Amendment for FY 2021-22*

The proposed Budget Amendment #2 for FY 2021-22 reflects revenue and expense adjustments due changes within the fiscal year and is presented for review and approval.

B. Proposed FY 2022-23 Annual Budget*

The proposed Budget for FY 2022-23 is presented for review and approval.

C. Member Assessments for FY 2022-23*

The proposed Member Assessments for FY 2022-23 are presented for review and approval. Member assessments were set as a per capita rate of 37 cents to be paid for total county population of the previous year (2021) based upon the official population estimates published by the Bureau of Economic and Business Research (BEBR).

D. FY 2021-22 Audit Engagement Letter*

CliftonLarsonAllen, LLP submitted an audit engagement letter to conduct an audit of the basic financial statements of the Central Florida Regional Planning Council, for the year ending September 30, 2022. The fee is \$27,750.

E. Line of Credit – Citizens Bank and Trust*

Beginning in 2018 the Florida Department of Transportation (FDOT) changed its policies regarding the payment process for grants. All District One grants CFRPC receives became reimbursement with proof of all payments prior to invoicing. These changes became effective over the next several years as new grant contracts are executed between FDOT and CFRPC.

Although this immediately began to affect cash flow, the Finance Director working with the Executive Director have managed to keep accounts payable and payroll current. The challenge is that the amount of monthly grant reimbursements has increased as budget and grants have increased while the timing and predictability of reimbursements from Federal and State agencies has been less timely and predictable.

To provide a more timely flow of payment to vendors and submission of invoices more quickly to grantee agencies, a Line of Credit is requested to be established with Citizens

Bank and Trust which the Council's banking accounts are serviced by. This line of credit would be at the prevailing Prime interest rate (plus 0) and would be set at approximately 70% of the CFRPC's monthly Accounts Receivable. This currently would be about \$400,000.

Drawing on the Line of Credit would not necessarily be a regular occurrence but would allow timely payment and invoicing to occur when unexpected delays in reimbursement occur from grantee agencies. Prompt payment of the Line of Credit should ensure the interest paid would be minimal in a budget year.

- **Resolution 2022-6A**

Authorizes Council to secure a line of credit and Chair to sign application and documents to establish line of credit.

F. Executive Director Annual Leave Payout*

The Executive Director requested that she be approved to convert 200 hours of her earned unused annual leave in this fiscal year at her current hourly rate.

G. Updated Organizational Chart (Information only)

The updated organizational chart for FY 22-23 is provided and includes the position of resiliency manager to facilitate efforts of the Heartland Regional Resiliency Coalition.

**Central Florida Regional Planning Council
Revenue Budget
FY 21-22**

Exhibit #3A

	Approved Budget FY 21-22	Amendment #1 Budget FY 21-22	Amendment #2 Budget FY 21-22	
LOCAL REVENUE:				
1 County (Member) Assessments	\$ 277,968	\$ 277,968	\$ 277,968	
2 Hazardous Waste Assessments (SQG)	36,750	36,750	36,750	
3 Evac Study	-	-	-	
4 Mitigation Grant	30,000	30,000	3,200	Decreased - Timeline of grant changed
5 PAS Contracts	470,500	512,500	542,500	Increased - Additional PAS Contracts for FY 21/22
6 TD Local Planning Assessments	38,000	38,000	38,000	
7 Interest	1,000	1,000	1,000	
8 Other Local Revenue	12,000	16,000	91,000	Increased - Brownfields Revolving Loan Fund Assessments FY 21/22
9 Local Match for Transportation - Highlands	116,000	116,000	116,000	
10 Local Match for TD - Vehicles	14,738	14,738	14,738	
Total Local Revenue	\$ 718,988	\$ 764,988	\$ 843,188	
STATE REVENUE:				
Florida Department of Economic Opportunity				
11 Technical Assistance Grant	\$ 70,000	\$ 98,000	\$ 98,000	
Florida Department of Emergency Management				
12 LEPC	80,000	70,000	70,000	
13 Hazards Materials Planning & Prevention	4,849	4,849	4,849	
Florida Department of Transportation				
14 Commission for TD - Planning	125,472	125,472	121,920	Decreased - Actual grant funding for FY 21/22
15 State Match for TD Vehicles	14,738	14,738	14,738	
Total State Revenue	\$ 295,059	\$ 313,059	\$ 309,507	
FEDERAL REVENUE:				
Department of Commerce				
16 EDA - District Planning	75,000	75,000	75,000	
17 EDA - CARES Act	175,000	175,000	175,000	
Department of Defense				
18 Sentinel Landscape	50,000	50,000	50,000	
19 OLDCC - Compatible Use Plan	90,000	90,000	90,000	
Florida Department of Emergency Management				
20 HMEP Planning & Training	55,260	82,260	82,260	
Department of Transportation				
21 Mobility Management	325,000	325,000	325,000	
22 TPO Planning - FHWA PL	393,665	393,665	393,665	
23 Section 5339 Vehicles	149,310	149,310	255,040	Increased - Actual grant funding for FY 21/22
24 Section 5310/5311 TD Vehicles	-	-	255,040	Increased - Actual grant funding for FY 21/22
25 Section 5305(d) TPO	42,605	92,605	92,605	
26 FDOT - Planning Support	150,000	150,000	150,000	
Section 5311				
27 Admin	260,000	260,000	275,000	Increased - Actual grant funding for FY 21/22
28 Operating Trips	1,400,000	1,400,000	1,500,000	Increased - Actual grant funding for FY 21/22
Section 5310 Operating				
29 Operating Trips	400,000	400,000	780,000	Increased - Actual grant funding for FY 21/22
Total Federal Revenue	\$ 3,565,840	\$ 3,642,840	\$ 4,498,610	
Fund Balance Transfer	\$ -	\$ -	\$ -	
TOTAL REVENUE	\$ 4,857,855	\$ 4,998,855	\$ 5,929,273	

**Central Florida Regional Planning Council
Expense Budget
FY 21-22**

	Approved Budget FY 21-22	Amendment #1 Budget FY 21-22	Amendment #2 Budget FY 21-22	
1 Personnel	\$ 1,704,454	\$ 1,704,454	\$ 1,757,215	Increased - Additional position for FY 21/22
Employee Fringe & Benefits				
2 Payroll Taxes	151,163	151,163	151,163	
3 Insurance Premiums	250,595	250,595	250,595	
4 Retirement Contributions (457 Plan)	161,133	161,133	161,133	
Total Payroll	\$ 2,267,345	\$ 2,267,345	\$ 2,320,106	
5 Consultants/Contracts - EPA Brownfields	-	-	75,000	Increased - Brownfields Revolving Loan Assessments
6 Consultants/Contracts - Emer Mgt	57,000	80,000	80,000	
7 Consultants/Contracts - CFRPC Technology	40,000	50,000	50,000	
8 Consultants/Contracts - EDA	-	-	-	
9 Consultants/Contracts - RPC	92,500	92,500	92,500	
10 Consultants/Contracts - TPO	45,000	95,000	56,887	Decreased - Projected consultants costs for FY 21/22
Total Consultants/Contracts	234,500	317,500	354,387	
11 Trip Expense 5311	1,400,000	1,400,000	1,500,000	Increased - Additional trips for FY 21/22
12 Trip Expense 5310 Operating	400,000	400,000	780,000	Increased - Additional trips for FY 21/22
Total Trips	1,800,000	1,800,000	2,280,000	
13 Accounting/Payroll Services	2,000	2,000	2,000	
14 Advertising	10,000	10,000	10,000	
15 Audit	26,500	26,500	26,500	
16 Auto Expense	13,000	13,000	13,000	
17 Building Security	1,600	1,600	1,600	
18 Dues & Fees	50,000	50,000	50,000	
19 Equipment Lease & Maintenance	9,000	9,000	9,000	
20 File Management	3,600	8,600	8,600	
21 Insurance - Auto, Property, Liability	27,000	27,000	27,000	
22 Insurance - Workers Compensation	10,000	10,000	10,000	
Total Insurance	\$ 37,000	\$ 37,000	\$ 37,000	
23 Janitorial	12,500	12,500	12,500	
24 Professional Fees	33,000	33,000	33,000	
25 Meeting Expense	8,000	8,000	8,000	
26 Miscellaneous	1,000	1,000	1,000	
27 Office Supplies	15,000	15,000	15,000	
28 Postage & Delivery	5,000	5,000	5,000	
29 Printing	6,000	6,000	6,000	
30 Repair & Maintenance	6,500	6,500	6,500	
31 Technology Supplies & Equipment	45,000	45,000	45,000	
32 Telephone	20,000	20,000	20,000	
33 Travel & Registration Fees	52,000	52,000	52,000	
34 Utilities	10,000	10,000	10,000	
35 Capital Outlay - Building	15,000	45,000	45,000	
36 Capital Outlay - CFRPC Vehicle	-	-	-	
37 Capital Outlay - TD Vehicles	149,310	149,310	510,080	Increased - New vehicle costs for FY 21/22
38 Capital Outlay - Office & Technology	25,000	48,000	48,000	
Total Capital Outlay	\$ 189,310	\$ 242,310	\$ 603,080	
	\$ 4,857,855	\$ 4,998,855	\$ 5,929,273	
	\$ 4,857,855	\$ 4,998,855	\$ 5,929,273	
	0	0	0	

**Central Florida Regional Planning Council
Revenue Budget
FY 22-23**

Exhibit #3B

	Amendment #2 Budget FY 21-22	Proposed Budget FY 22-23	
LOCAL REVENUE:			
1 County (Member) Assessments	\$ 277,968	\$ 351,085	Increased - Per capita at 37 cents for FY 22/23
2 Hazardous Waste Assessments (SQG)	36,750	36,750	
3 Evac Study	-	-	
4 Mitigation Grant	3,200	67,615	Increased - Updated according to grant deliverables
5 PAS Contracts	542,500	670,000	Increased - Additional PAS agreements for FY 22/23
6 TD Local Planning Assessments	38,000	38,000	
7 Interest	1,000	1,000	
8 Other Local Revenue	91,000	16,000	Decreased - Removed Brownfields activity for FY 22/23
9 Local Match for Transportation - Highlands	116,000	129,000	Increased - Local match for transit operations
10 Local Match for TD - Vehicles	14,738	19,800	Increased - Local match needed for vehicle costs in FY 22/23
Total Local Revenue	\$ 843,188	\$ 978,165	
STATE REVENUE:			
Florida Department of Economic Opportunity			
11 Technical Assistance Grant	\$ 98,000	\$ 100,000	Increased - Anticipated funding for FY 22/23
Florida Department of Emergency Management			
12 LEPC	70,000	70,000	
13 Hazards Materials Planning & Prevention	4,849	4,849	
Florida Department of Transportation			
14 Commission for TD - Planning	121,920	121,920	
15 State Match for TD Vehicles	14,738	19,800	Increased - State match needed for vehicle costs in FY 22/23
Total State Revenue	\$ 309,507	\$ 316,569	
FEDERAL REVENUE:			
Department of Commerce			
16 EDA - District Planning	75,000	75,000	
17 EDA - CARES Act	175,000	-	Decreased - Grant ended 6/30/2022
Department of Defense			
18 Sentinel Landscape	50,000	50,000	
19 OLDCC - Compatible Use Plan	90,000	90,000	
Florida Department of Emergency Management			
20 HMEP Planning & Training	82,260	55,260	Decreased - Anticipated funding for FY 22/23
Department of Transportation			
21 Mobility Management	325,000	360,000	Increased - Anticipated funding for FY 22/23
22 TPO Planning - FHWA PL	393,665	474,404	Increased - Actual funding for FY 22/23
23 Section 5339 Vehicles	255,040	316,395	Increased - Anticipated funding for FY 22/23
24 Section 5310/5311 TD Vehicles	255,040	198,000	Decreased - Anticipated funding for FY 22/23
25 Section 5305(d) TPO	92,605	41,100	Decreased - Anticipated funding for FY 22/23
26 FDOT - Planning Support	150,000	-	Decreased - Grant ended 6/30/2022
Section 5311			
27 Admin	275,000	304,000	Increased - Anticipated funding for FY 22/23
28 Operating Trips	1,500,000	1,800,000	Increased - Anticipated funding for FY 22/23
Section 5310 Operating			
29 Operating Trips	780,000	840,000	Increased - Anticipated funding for FY 22/23
Total Federal Revenue	\$ 4,498,610	\$ 4,604,159	
Fund Balance Transfer	\$ -	\$ -	
TOTAL REVENUE	\$ 5,929,273	\$ 6,249,978	

Central Florida Regional Planning Council
Expense Budget
FY 22-23

	Amendment #2 Budget FY 21-22	Proposed Budget FY 22-23	
1 Personnel	\$ 1,757,215	\$ 1,875,391	Increased - Projected staffing needs for FY 22/23 & 5% COLA for all staff
Employee Fringe & Benefits			
2 Payroll Taxes	151,163	154,981	Increased - Higher payroll costs for FY 22/23
3 Insurance Premiums	250,595	277,865	Increased - Based upon current benefit enrollments
4 Retirement Contributions (457 Plan)	161,133	166,335	Increased - Based upon current enrollment
Total Payroll	\$ 2,320,106	\$ 2,474,572	
5 Consultants/Contracts - EPA Brownfields	75,000	-	Decreased - Brownfield assessments completed in FY 21/22
6 Consultants/Contracts - Emer Mgt	80,000	55,000	Decreased - Based upon current grant funding for FY 22/23
7 Consultants/Contracts - CFRPC Technology	50,000	55,000	Increased - Projected IT costs for FY 22/23
8 Consultants/Contracts - EDA	-	-	
9 Consultants/Contracts - RPC	92,500	-	Decreased - FDOT project completed in FY 21/22
10 Consultants/Contracts - TPO	56,887	65,661	Increased - Projected TPO consultants costs in FY 22/23
Total Consultants/Contracts	354,387	175,661	
11 Trip Expense 5311	1,500,000	1,800,000	Increased - Additional projected trips for FY 22/23
12 Trip Expense 5310 Operating	780,000	840,000	Increased - Additional projected trips for FY 22/23
Total Trips	2,280,000	2,640,000	
13 Accounting/Payroll Services	2,000	2,000	
14 Advertising	10,000	10,000	
15 Audit	26,500	27,750	Increased - Based upon audit engagement letter
16 Auto Expense	13,000	13,000	
17 Building Security	1,600	1,600	
18 Dues & Fees	50,000	55,000	Increased - Additional costs for FY 22/23
19 Equipment Lease & Maintenance	9,000	9,000	
20 File Management	8,600	3,000	Decreased - Iron Mountain costs removed for FY 22/23
21 Insurance - Auto, Property, Liability	27,000	28,000	Increased - Anticipated higher costs for FY 22/23
22 Insurance - Workers Compensation	10,000	10,000	
Total Insurance	\$ 37,000	\$ 38,000	
23 Janitorial	12,500	12,500	
24 Professional Fees	33,000	35,000	Increased - Anticipated higher costs for FY 22/23
25 Meeting Expense	8,000	8,000	
26 Miscellaneous	1,000	1,000	
27 Office Supplies	15,000	15,000	
28 Postage & Delivery	5,000	5,000	
29 Printing	6,000	6,000	
30 Repair & Maintenance	6,500	6,500	
31 Technology Supplies & Equipment	45,000	55,000	Increased - Anticipated higher costs for FY 22/23
32 Telephone	20,000	20,000	
33 Travel & Registration Fees	52,000	55,000	Increased - Anticipated higher costs for FY 22/23
34 Utilities	10,000	12,000	Increased - Anticipated higher costs for FY 22/23
35 Capital Outlay - Building	45,000	15,000	Decreased - Anticipated improvements for FY 22/23
36 Capital Outlay - CFRPC Vehicle	-	-	
37 Capital Outlay - TD Vehicles	510,080	514,395	Increased - Anticipated grant funding for vehicles for FY 22/23
38 Capital Outlay - Office & Technology	48,000	40,000	Decreased - Anticipated technology upgrades for FY 22/23
Total Capital Outlay	\$ 603,080	\$ 569,395	
	\$ 5,929,273	\$ 6,249,978	
	\$ 5,929,273	\$ 6,249,978	
	0	0	

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

	2020 *	FY 21-22	2021 *	FY 22-23	FY 22-23
	Population	Assessments	Population	Assessments	Quarterly
	Estimates	(30 Cents)	Estimates	(37 Cents)	Amount
DESOTO COUNTY	37,082	\$ 11,125	34,031	\$ 12,591.47	\$ 3,147.87
HARDEE COUNTY	27,443	\$ 8,233	25,269	\$ 9,349.53	\$ 2,337.38
HIGHLANDS COUNTY	104,834	\$ 31,450	102,065	\$ 37,764.05	\$ 9,441.01
OKEECHOBEE COUNTY	42,112	\$ 12,634	39,148	\$ 14,484.76	\$ 3,621.19
POLK COUNTY	715,090	\$ 214,527	748,365	\$ 276,895.05	\$ 69,223.76
TOTAL	926,561	\$277,968	948,878	\$ 351,084.86	\$ 87,771.22

Population is based on the Florida Population Estimates: April 1, 2021

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



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March 30, 2022

Central Florida Regional Planning Council and Management
 555 East Church Street
 Bartow, FL 33830-3931

Dear Council:

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, 2022.

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

Services to be provided

Scope of audit services

We will audit the financial statements of the governmental activities and major fund, which collectively comprise the basic financial statements of the Central Florida Regional Planning Council, as of and for the year ended September 30, 2022, 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 RSI will be subjected to certain limited procedures, but will not be audited.

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 supplementary 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 annual comprehensive financial report
4. Statistical data of the annual comprehensive financial report

Scope of 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, 2022.



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of adjusting journal entries.
- Prepare the Data Collection Form.

Audit engagement terms

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our 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). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with 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). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. 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 on 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 results 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 results 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. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or the single audit compliance 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 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, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing opinions on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the amounts and disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management Override of Controls
- Revenue Recognition

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 waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or 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. We will include such matters in the reports required for a single audit.

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 identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements 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. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

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, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; 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 and noncompliance with provisions of laws, regulations, contracts, and grant agreements 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 October 17, 2022.

You are responsible 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, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial 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. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee 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.
- We will prepare the Data Collection Form. Management is responsible to review for completeness and accuracy before submitting to the Federal Audit Clearing House.

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, 2022.

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 confidential or sensitive 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 an oversight agency or the 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 ends 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.

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 professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Based on our preliminary estimates, the total fees and expenses for the engagement should approximate \$27,750 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. These estimates are 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 fees and expenses 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 and expense estimates. Our invoices, including 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 related fees 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 this 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 information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other

engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

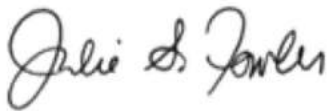
CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

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 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

Response:

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

Authorized governance signature: _____

Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



RESOLUTION 2022-6A

Exhibit #3E

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
AUTHORIZING CENTRAL FLORIDA REGIONAL PLANNING COUNCIL TO
SECURE A LINE OF CREDIT AND AUTHORIZING THE CHAIR TO SIGN LINE
OF CREDIT APPLICATION.**

WHEREAS, the Central Florida Regional Planning Council has the authority to maintain banking accounts for the purpose of receiving and expending funds to execute the business of the Council;

WHEREAS, the Council may from time to time exercise a draw on a line of credit to support prudent and timely disbursements of accounts payable while awaiting receipt of Federal and State funds associated with programs of the Council;

NOW, THEREFORE, BE IT RESOLVED BY THE Central Florida Regional Planning Council, Florida that the Council secure a line of credit:

FURTHERMORE, Keith Keene, Chair of the Council, is authorized to sign application and/or other documents to establish such line of credit.

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE 2022.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

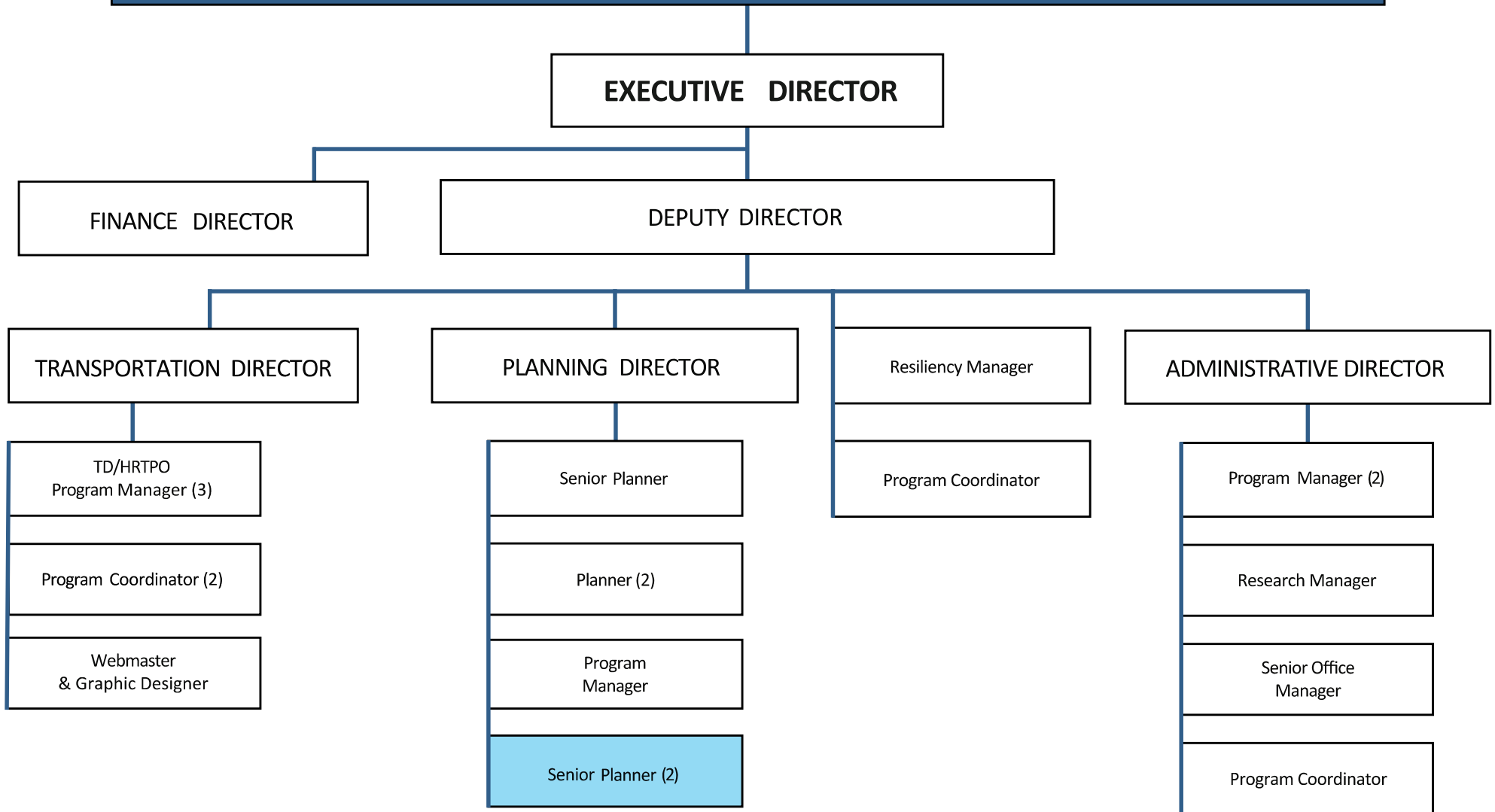
Keith Keene, Chair

ATTEST:

COUNCIL ATTORNEY: _____



CENTRAL FLORIDA REGIONAL PLANNING COUNCIL BOARD



Part-time Position

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Agenda Item #4
Local Emergency Planning Committee (LEPC)
Grant Agreement for FY 2022 23

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#4: Draft Scope of Work

BACKGROUND:

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 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.

At the local level, ten (10) Regional Planning Councils (RPCs) including CFRPC, each oversee a Local Emergency Planning Committee (LEPC) that: (1) perform outreach functions to increase hazardous materials awareness; (2) collect data on hazardous materials stored within the geographical boundaries of the RPC; (3) develop hazardous materials emergency plans for use in responding to, and recovering from, a release or spill of hazardous or toxic substances; (4) submit hazardous materials emergency plans to the SERC for review; and, (5) provide 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 for CFRPC staff to perform the Scope of Work to support the Local Emergency Planning Committee, its meetings, planning, and other activities. The grant agreement covers July 1, 2022 through June 31, 2023.

Attachment A

**Central Florida Local Emergency Planning Committee
Budget and Scope of Work**

Exhibit #4

Budget

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of \$70,000.00.

Task	Budgeted Amount	Percent
1: LEPC Meeting Support	\$ 18,400.00	26%
2: SERC Meetings & Conf.	\$ 6,800.00	10%
3. EPCRA Presentations	\$ 4,000.00	6%
4: Public Avail. of Info Notice	\$ 2,400.00	3%
5: LEPC Emergency Plan	\$ 6,000.00	9%
6: Technical Assistance	\$ 8,000.00	11%
7: Hazmat Exercise	\$ 18,400.00	26%
8. Training Coordination	\$ 2,000.00	3%
9. Quarterly Progress Report	\$ 4,000.00	6%
10. Provide Mutual Aid during a State of Emergency	\$ 0.00	0%
TOTAL	\$ 70,000.00	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.

Failure to submit deliverables within fifteen (15) days of their due date may result in the following penalty:

- Reduction of the deliverable payment amount to the Recipient by 25% for each thirty (30) calendar day period following the aforementioned fifteen (15) calendar day grace period. The first 25% reduction will thus take effect sixteen (16) days after the due date, and each subsequent 25% reduction will take effect thirty (30) days after the previous reduction.

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 in writing immediately to request a due date extension. 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.

Purpose

This Attachment A forms an integral part of the Agreement between the State of Florida, Division of Emergency Management and Central Florida Regional Planning Council.

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, ten (10) Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) perform outreach functions to increase hazardous materials awareness; (2) collect data on hazardous materials stored within the geographical boundaries of the RPC; (3) develop hazardous materials emergency plans for use in responding to, and recovering from, a release or spill of hazardous or toxic substances; (4) submit hazardous materials emergency plans to the SERC for review; and, (5) provide 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 and §303 of the Federal Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq., including Division policies.

Requirements:

This is a fixed-fee contract to accomplish the tasks identified in the laws, statutes, regulations, 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 and directives related to the task and Deliverable. Specific required tasks are as follows:

TASK 1: LEPC Meeting Support

Weighted Value = 26%

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 (7) 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, 2022, December 31, 2022, March 31, 2023, and June 30, 2023: 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 = 10%

LEPC Chairpersons and applicable Staff shall 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 whenever possible.

Deliverable Due Dates - September 30, 2022, December 31, 2022, March 31, 2023, and June 30, 2023: Presentation, agendas, and sign-in sheets.

TASK 3: EPCRA Presentations

Weighted Value = 6%

Per fiscal year, conduct one 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, 2023: 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, 2023: Proof of publication.

TASK 5: LEPC Emergency Response Plan

Weighted Value = 9%

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/§303 of EPCRA.
2. Hazards and Vulnerability Analyses of the facilities that house Extremely Hazardous Substances (EHS) covered under the EPA's "List of Lists", and the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
3. A Risk Analysis of the Extremely Hazardous Substances (EHS) covered under the EPA's "List of Lists", consistent with §302/§303 of EPCRA, and with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."
4. The final product submitted by the Recipient to fulfill this plan development task 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, the county where the facility is located, and contact information for a facility representative (name, phone, and email).

Deliverable Due Date – June 30, 2023: Updated LEPC Hazardous Materials Emergency Response Plan and approval documentation. All LEPC Emergency Response Plan documentation is required to be uploaded to the Division's SharePoint.

TASK 6: Technical Assistance**Weighted Value = 11%**

Proactively provide hazardous materials-related technical assistance within the district. Technical assistance encompasses 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.
6. Provide assistance and support to governmental agencies, responders, hazardous materials facilities and other stakeholders.

Deliverable Due Dates - September 30, 2022, December 31, 2022, March 31, 2023, and June 30, 2023: Technical Assistance Activity Log, which will be sent as an accompanying excel file or fillable pdf.

**TASK 7: Hazmat Exercise or Planning Project
I Hazmat Exercise****Weighted Value = 26%**

Must be Homeland Security Exercise and Evaluation Program Compliant (HSEEP). Note: If an extended State of Emergency exists in your district, this may be conducted virtually.

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, 2023: 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.

Option 3: Design an Exercise for a Facility/Agency

Design an exercise for delivery as a package, content may need to be augmented to allow for facility or agency to present in separate pieces, so each document should be separate and may need to include additional support materials for EPCRA understanding or other.

- The exercise shall focus on the facility's internal Emergency Response Plan and how they interface with local fire department, first responder incident command, and LEPC Emergency

Response Plan. This allows for coordination and open lines of communication between the facility, local fire department, first responders, and vulnerable communities within the surrounding area.

- Designing the exercise engages the LEPC Emergency Response Plan for testing sections and building objectives, ties into E-Plan chemical identification by using the Tier II Report to create the exercise scenario, and to verify that the chemicals (and chemical quantity(s)) listed in the Tier II Report are accurate based on the actual chemicals/quantity(s) housed at the facility during the exercise, etc.
- Full participation is required in the execution of the exercise when the facility is ready to conduct. By designing a personalized exercise for a facility, the LEPC has built a relationship with that facility, the local fire department, first responders, and community that will have a lasting impact. Prior approval from Contract Manager required for this Task.
-

Deliverable Due June 30, 2023: Full participation is required in assisting the recipient of an exercise package. 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.

II Planning Project

Option 1: Conduct a Training Needs Assessment

Utilizing an Assessment Survey Questionnaire, ascertain the response needs of all response entities relative to Hazardous Materials known to exist in the region. The survey should include, but is not limited to assessing the following within the district:

1. Need for additional hazardous materials response equipment;
2. Need for specific hazardous materials response training courses/activities; and
3. Need for additional hazardous materials trained personnel, including level of expertise.

Analyze the Needs Assessment Questionnaire Results to define response capabilities, deficiencies, and needs within the region. In the analysis, recommendations shall include any noted resource or equipment deficiencies, and any restrictions or special considerations that would prohibit the response organization's participation in a hazardous materials incident. Prior approval from Contract Manager required for this task.

Deliverable Due June 30, 2023 Prepare and submit to the Division a detailed report of the analysis and data collected, key findings including any recommendations regarding response capabilities and deficiencies.

Option 2: Commodity Flow Study

Develop a Commodity Flow Study of hazardous materials transported over selected Interstate and U.S. Highway corridors within the district. At a minimum, this will include two (2) north/south corridors and two (2) east/west corridors. Prior approval from Contract Manager required for this Task.

- Provide the Division with a project outline and timetable which indicates the estimated time frames to complete individual tasks specified in project outline. Include a brief description of the methods that will be used to accomplish the work tasks.

Deliverable Due June 30, 2023: Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the analysis. Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan

TASK 8: Training Coordination**Weighted Value = 3%**

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, 2022, December 31, 2022, March 31, 2023, June 30, 2023:

Provide detailed documentation for training course(s) planned and coordinated quarterly within the district. This shall include dates of training(s), number of students in attendance, relevant correspondence, and other supporting documentation like invoices, payments, etc. Provide the quarterly Hazmatters submission.

TASK 9: Quarterly Progress Report**Weighted Value = 6%**

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, not limited to training courses, conferences, and exercises. Included in the Quarterly Report shall be progress updates on all Tasks that have yet to be completed and activities performed for tasks/deliverables that are require submission on a quarterly basis.

Deliverable Due Dates - September 30, 2022, December 31, 2022, March 31, 2023, June 30, 2023:

Completed Quarterly Progress Report Form (Attachment G) submitted with corresponding LEPC Financial Invoice Form (Attachment H), and Technical Assistance Activity Log , which will be sent as an accompanying excel file or fillable pdf. All Quarterly Report submissions are required to be uploaded to the Division's SharePoint website and posted to Salesforce.

TASK 10: Provide Mutual Aid during a State of Emergency**Weighted Value = 0%**

During a declared State of Emergency, LEPC shall provide mutual aid upon request by the Division. Any mutual aid provided to the Division will be reimbursed to the LEPC as the mutual aid rates as set forth in the most recent Statewide Mutual Aid Agreement (SMAA). To the extent possible, requests for mutual aid shall be made using the current Statewide Mutual Aid Agreement Form B.

Deliverable Due Dates – During the Term of this Agreement: This contingent deliverable is due only upon request of the Division to the LEPC during a State of Emergency. If the Division does not request mutual aid during the term of the Agreement, then this deliverable is satisfied. If the LEPC provides mutual aid upon request during the during a State of Emergency, then this deliverable is satisfied.

Agenda Item #5
Hazards Analysis (HA)
Grant Agreement for FY 2022 23

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#5: Draft Scope of Work

BACKGROUND:

The Emergency Planning and Community Right to Know Act (EPCRA) requires hazardous chemical emergency planning by Federal, State and Local Governments, Indian Tribes, and Industry and also 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 this program. At the State level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination. At the regional level, the ten (10) Regional Planning Councils (RPCs) each oversee a program.

At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) or designates a Regional Planning Committee (RPC), in our case the CFRPC and its LEPC. Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) 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 for Hazardous Analysis (HA) services by CFRPC and is a reoccurring contract. The grant agreement covers July 1, 2022 through June 31, 2023.

Attachment A
Hazards Analysis Budget
and Scope of Work

Exhibit #5

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 (HazMat).

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 (HazMat) 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 (HazMat) 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 transportation.

At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) (a county may elect to contract with the Regional Planning Committee (RPC) or qualified vendor). The Counties' Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) 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 conduct Hazards Analyses (HA) on-site visits for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). 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 or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.
- B. The completed Hazards Analysis (HA) shall comply with the site-specific Hazards Analysis (HA) criteria outlined below for each facility listed in Attachment H. The primary guidance documents are Attachment J Hazards Analysis Guidance and Information (forthcoming), CAMEO Data Manager Help Files, 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 (HA) 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. Consult the Tier II Report in E-Plan prior to any on-site visits or phone interview updates for all facilities to be updated. Compare the E-Plan Tier II Report with information in CAMEO Data Manager files. Discuss any discrepancies with Facility Representatives during the on-site visit or phone interview.
- D. Conduct an on-site visit (or phone interview) at each Attachment H facility to ensure accuracy of the Hazards Analysis (HA). Each applicable facility's Hazards Analysis (HA) information shall be entered using the new CAMEO Data Manager. CAMEO Data Manager software can be download from the U.S. Environmental Protection Agency's website at <https://www.epa.gov/cameo/cameo-data-manager-software>.
- E. Deliverables – See Attachment G Schedule of Deliverables. All Deliverables shall be submitted through SharePoint. When Notifications are sent, the Division must receive transmittal documentation. A final Division-approved CAMEO Data Manager zip file must be uploaded to SharePoint.

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 one (1) and two (2) exceed 80% of the overall amount authorized by this Agreement unless all three (3) 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, may 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 Data Manager files

Failure to submit deliverables within fifteen (15) days of their due date may result in the following penalty:

Reduction of the deliverable payment amount to the Recipient by 50% for each thirty (30) day period following the aforementioned fifteen (15) day grace period. The first 50% reduction will thus take effect sixteen (16) days after the due date, and each subsequent 50% reduction will take effect thirty (30) days after the previous reduction.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task and/or complete a deliverable 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.

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Agenda Item #6
Hazards Materials Emergency Preparedness (HMEP)
Contract for FY 2022 23

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#6: HMEP Scope of Work

Background:

The Hazardous Materials Transportation Uniform Safety Act established the Hazardous Materials Emergency Preparedness (HMEP) Grant Program. The purpose of the HMEP Grant Program is to increase State, territorial, tribal and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents and encourage a comprehensive approach to emergency training and planning by incorporating the challenges of responses to transportation situations. These fees fund training and planning grants, monitoring and technical assistance, curriculum development, and staffing costs.

At the local level, the ten (10) Regional Planning Councils (RPCs) including CFRPC each oversee a Local Emergency Planning Committee (LEPC) that: (1) creates or updates regional hazardous materials emergency response plans; (2) has the option to perform an annual planning project or hazardous materials related exercise designed to enhance emergency response to a transportation related hazardous materials incident; (3) provides hazardous materials emergency response training to public sector employees; (4) Performs travel in conjunction with quarterly State Emergency Response Commission (SERC), Local Emergency Planning Committee (LEPC), and Training Task Force (TTF) Meetings.

This Agreement provides funding for CFRPC and its LEPC can maintain the capability necessary to effectively respond to hazardous material transportation related emergencies.

This is a recurring contract to the Council through the Florida Division of Emergency Management for Hazardous Materials Emergency Preparedness (HMEP) services. The grant agreement work begins October 1, 2022 and ends September 30, 2023.

Attachment B

Central Florida Hazardous Materials Emergency Preparedness Grant Scope of Work

The Hazardous Materials Transportation Uniform Safety Act established the Hazardous Materials Emergency Preparedness (HMEP) Grant Program in 1990. In 1993, the Pipeline and Hazardous Materials Safety Administration (PHMSA) began issuing grants to assist States, Territories, and Native American tribes for emergency response. The purpose of this grant program is to increase State, territorial, tribal and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The program is funded by registration fees collected from Hazardous Materials (HazMat) shippers and carriers who offer for transportation or transport certain HazMat in interstate, intrastate, or foreign commerce in accordance with 40 CFR Part 107, Subpart G. These fees fund training and planning grants, monitoring and technical assistance, curriculum development, and staffing costs. Registration fees also fund the publication and distribution of the Emergency Response Guidebook (ERG).

At the Federal level, the US Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) administers the HMEP grant.

At the State level, the Florida Division of Emergency Management (FDEM) serves as the Grant Recipient and is responsible for the oversight and coordination of the local planning and training efforts allowable under the grant. Chaired by the Director of FDEM, the State Emergency Response Commission on Hazardous Materials (SERC) serves as the technical advisor and information clearinghouse for State and Federal Hazardous Materials (HazMat) Programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State.

At the local level, the ten (10) Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) creates or updates regional hazardous materials emergency response plans; (2) has the option to perform an annual planning project or hazardous materials related exercise designed to enhance emergency response to a transportation related hazardous materials incident; (3) provides hazardous materials emergency response training to public sector employees; (4) Performs travel in conjunction with quarterly State Emergency Response Commission (SERC), Local Emergency Planning Committee (LEPC), and Training Task Force (TTF) Meetings. This Agreement provides funding so that the Sub-Recipient, as an RPC, can maintain the capability necessary to effectively respond to hazardous material transportation related emergencies. Payments shall be made on a quarterly basis with sufficient support documentation.

The Sub-Recipient has the option of one (1) of five (5) Planning Projects, but must complete the Public Sector Training Assistance tasks outlined in the Scope of Work.

PLANNING PROJECT

The Sub-Recipient has the option to perform one (1) of the five (5) Planning Project options listed in this Attachment and all tasks shall be completed by September 30, 2023. The Sub-Recipient shall notify the Division, electronically or via the U.S. Postal Service®, of its choice of a Planning Project Option. The Sub-Recipient must request Division approval if deviating from the five (5) Planning Projects.

Option 1: TRAINING NEEDS ASSESSMENT SURVEY OF PUBLIC SECTOR HAZARDOUS MATERIALS (HAZMAT) FIRST RESPONDERS

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Program (HMEP). The staff assigned to this program should conduct activities pursuant to this Scope of Work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to, the following activities.

Task 1: The Sub-Recipient shall conduct a training needs assessment survey of public sector Hazardous Material (HazMat) first responders within the LEPC's district. The Sub-Recipient shall:

- a) Develop a list of training courses related to the transportation of hazardous materials which comply with current National Fire Protection Association (NFPA) or Occupational Safety and Health Administration (OSHA) Guidelines; include spaces for the Participant's Name, Title and Place of Employment on the training courses list.
 - b) Prepare individual training needs assessment packages that include the list of training courses, and instructions for completing and returning the survey paperwork to the Sub-Recipient.
 - c) Distribute the training needs assessment survey package to public sector fire department, law enforcement, emergency medical services, and public works personnel within the LEPC district.
 - d) Within the limits of funding available, conduct one (1) regional training needs assessment survey workshop for public sector fire department, law enforcement, emergency medical services, and public works personnel within the LEPC district to explain and answer any questions pertaining to the needs assessment survey.
 - e) Collect a copy of each individual training needs assessment survey summary from each entity, as provided in the assessment tool instructions, in addition to all raw data collected pursuant to completion of this project.
 - f) Provide a complete overview summary of all teams assessed including a comprehensive review of all the statistical values without reference to individual team entities.
 - g) Ensure knowledgeable application of the assessment tool through ensuring all assessors meet or exceed the requirements for an assessor as expressly defined within the assessment tool.
 - h) Utilize an existing assessment survey questionnaire (approved by the Division), ascertain the response needs of all response entities relative to the Extremely Hazardous Substances known to exist in the region. The survey should include, but is not limited to existing:
 - 1) Hazardous materials response equipment
 - 2) Hazardous materials response training
 - 3) Hazardous materials trained personnel, including level of expertise
- f) Submit a list of agencies that will be targeted to receive the training needs assessment survey.

Task 2: The Sub-Recipient shall develop an analysis of the public sector's HazMat training needs assessment survey in the LEPC district. The analysis will define response capabilities and needs of the region and include a matrix of public, private, local, and regional response teams. In the analysis, recommendations shall include any noted resource or equipment deficiencies, and any restrictions or special considerations that would prohibit the response organization's participation in a hazardous materials incident. The Sub-Recipient shall:

- a) Prepare a summary of the training needs assessment survey analysis and distribute to survey participants and other interested parties.

- b) Provide the Division with a project outline and timetable which indicate the estimated time frames to complete individual tasks. Include a brief description of the methods that will be used to accomplish the work tasks.
- c) Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the assessment(s) or survey(s).
- d) Provide a written report to the Division within ten (10) working days of identifying any significant impediments to the completion of the project tasks as outlined in this Scope of Work.
- e) Maintain accurate records of personnel hours spent performing the tasks outlined in this Scope of Work. Personnel participating in HMEP-sponsored Planning Projects are to be counted toward the State's twenty (20) percent contribution to the HMEP grant for the hours spent on the project. This "Soft Match" contribution must be documented by the Sub-Recipient and submitted on the Quarterly Reports. (See Reporting Forms). Personnel hours paid with HMEP or other Federal grant funds are not eligible for Soft Match.
- f) Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan.

Option 2: COMMODITY FLOW STUDY

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness (HMEP) Grant Program. The staff assigned to this program should conduct activities pursuant to this Scope of Work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include but are not limited to the following activities.

Task 1: On behalf of the LEPC, develop a Commodity Flow Study of Hazardous Materials and Extremely Hazardous Substances transported over selected Interstate and U.S. Highway corridors within the LEPC District. At a minimum, this will include two (2) north/south corridors and two (2) east/west corridors. Within the period of agreement, the Sub-recipient shall submit to the Division:

- a) Carry out a placard survey of trucks carrying EHSS. Record placard number, chemical name, carrier name, direction of travel, date and time of observation, and type of vehicle. Data will be collected from several locations along each corridor over a six (6) month period in two (2) to three (3)-hour time increments.
- b) Generate a series of maps showing the most frequently recorded HazMat at each of the observation locations.
- c) Provide a report to all county Emergency Management (EM) directors in the LEPC District detailing the results of the study. Prior approval of the report format by the Director is required.
- d) Provide the Division with a project outline and timetable which indicates the estimated time frames to complete individual tasks. Include a brief description of the methods that will be used to accomplish the work tasks.
- e) Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the analysis.
- f) Provide a written report to the Division within ten (10) working days of identifying any significant impediments to the completion of the project tasks as outlined in this Scope of Work.
- g) Maintain accurate records of personnel hours spent performing the tasks outlined in this Scope of Work. Personnel participating in HMEP-sponsored Planning Projects are to be counted toward the State's twenty (20) percent contribution to the HMEP grant for the hours spent on the project. This "Soft Match" contribution must be documented by the Sub-Recipient and submitted on the Quarterly Reports. (See Reporting Forms). Personnel hours paid with HMEP grant funds are not eligible for Soft Match.
- h) Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan.

Option 3: LOCAL EMERGENCY PLANNING COMMITTEE PLAN EXERCISE

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Grant Program. The staff assigned to this program should conduct activities pursuant to this Scope of Work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include, but are not limited to, the following activities.

Task 1: Within the period of agreement, the Sub-Recipient shall submit to the Division:

On behalf of the LEPC, provide staff support to the LEPC to develop and conduct an exercise of the LEPC Hazardous Materials Emergency Response Plan. Use the Homeland Security Exercise Evaluation Program (HSEEP) Guidelines to develop, conduct and evaluate the exercise. The following exercise must be regional in scope to reflect an incident requiring a multi-jurisdictional or cooperative response and shall include a transportation element. The exercise must meet the following criteria:

- a) A full-scale exercise that tests a minimum of two (2) functional areas (e.g., communications, evacuation, resource management, etc.) or;
- b) A comprehensive tabletop exercise utilizing a simulator / diorama that can be altered to closely reflect an actual location within the jurisdiction being tested. The exercise must test a minimum of two (2) functional areas (e.g., communications, evacuation, resource management, etc.)

Task 2: The required exercise staffing tasks at a minimum consist of the following:

- a) Meet with local emergency management staff and local emergency response officials within the district to accomplish the following:
 - 1) Explain the purpose and scope of the exercise;
 - 2) Establish a method to coordinate procedures among local emergency response officials;
 - 3) Identify key personnel involved in the exercise include emergency management staff; and
 - 4) Develop exercise goals and objectives.
- b) Develop an exercise scenario. The following work products shall be completed and submitted to the Division for approval no less than **thirty (30) days** prior to the date of the exercise;
 - 1) A detailed schedule of exercise events;
 - 2) A summary of exercise messages; and
 - 3) A listing of exercise control procedures and responsibilities.
- c) Following the completion of the exercise, all major participants shall meet to discuss the exercise and identify areas for improvement in the LEPC Hazardous Materials Emergency Response Plan.

Task 3: Maintain accurate records of personnel hours spent performing the tasks outlined in this Scope of Work. Personnel participating in HMEP-sponsored Planning Projects are to be counted toward the State's twenty (20) percent contribution to the HMEP grant for the hours spent on the project. This "Soft Match" contribution must be documented by the Sub-Recipient and submitted on the Quarterly Reports. (See Reporting Forms). Personnel hours paid with any Federal grant funds are not eligible for Soft Match.

Task 4: Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan. For the purposes of this Scope of Work an actual event may **not** be substituted for the exercise requirement.

Option 4: ON-SITE ASSESSMENT OF OR NEEDS ASSESSMENT SURVEY FOR HAZARDOUS MATERIALS RAPID RESPONSE TEAMS

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Grant Program. The staff assigned to this program should conduct activities pursuant to this Scope of Work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work tasks include but are not limited to the following activities.

Task 1: On behalf of the LEPC, conduct an on-site assessment of or needs assessment survey for a hazardous materials rapid response team(s) in the district.

- a) The assessments will be conducted in accordance with the instructions included in the State Emergency Response Commission (SERC) approved assessment tool.
- b) Provide a completed summary of the assessment of each entity as provided in the assessment tool instructions, in addition to all raw data collected pursuant to completion of this project.
- c) Provide a complete overview summary of all teams assessed including a comprehensive review of all the statistical values without reference to individual team entities.
- d) Provide a non-judgmental review of the outcomes of the assessment.
- e) Ensure knowledgeable application of the assessment tool through ensuring all assessors meet or exceed the requirements for an assess or as expressly defined within the assessment tool.
- f) Utilizing an existing assessment survey questionnaire (approved by the Division), ascertain the response needs of all response entities relative to the Extremely Hazardous Substances known to exist in the region. The survey should include, but is not limited to, existing:
 - 1) Hazardous materials response equipment
 - 2) Hazardous materials response training
 - 3) Hazardous materials trained personnel, including level of expertise.
- g) Submit a list of agencies that will be targeted to receive the assessment survey.

Task 2: Develop an analysis of the hazardous materials response capabilities and needs of the region, including a matrix of public, private, local and regional response teams. In the analysis recommendations include any noted resource or equipment deficiencies and any restrictions or special considerations that would prohibit the response organization's participation in a HazMat incident.

- a) Prepare a summary of the assessment survey analysis and distribute to survey participants and other interested parties.

Option 5: DEVELOP DISTRICT RESPONSE PROCEDURES (SOPs) FOR INCIDENTS INVOLVING THE TRANSPORTATION OF FLAMMABLE LIQUIDS, CHLORINE AND ANHYDROUS AMMONIA TO INCLUDE IN COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP) AND DISTRICT RESPONSE PLAN.

Funding is provided to perform eligible activities as identified in the Hazardous Materials Emergency Preparedness Grant Program. The staff assigned to this program should conduct activities pursuant to this Scope of Work with the support of the Local Emergency Planning Committee (LEPC) and consistent with the direction of the Division. The work Tasks include but are not limited to the following activities.

Task 1: On behalf of the LEPC, through the use of previously conducted Commodity Flow Studies, information provided by the American Association of Railroads (AAR), the US Department of

Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) and/or local transportation companies, conduct an assessment of HazMat transported by rail or highway within your district.

- a) Identify the types, amounts and frequency of flammable liquids transiting your district, and the primary routes of transit.
- b) Provide a completed summary of the assessment.
- c) Identify the firefighting materials and apparatus necessary to contain and/or combat each of the types of liquid flammables should there be a worst-case scenario derailment or roll-over. Provide the locations and amounts of the various firefighting foams, by type and availability through local fire departments, emergency management, railways, private industry and any other sources, to include resources available through mutual aid agreements.
- d) Identify the fire departments within your district, noting whether they are paid or volunteer, any State or local HazMat teams, and any privately owned HazMat / fire teams which may be called upon to assist with response.
- e) Formulate the estimated time to respond to the most remote locations within your district. Include response times by State and private response teams that may be called upon for assistance. Time should be based upon fully staffed response to include sufficient PPE, firefighting foam and fire apparatus to suppress anticipated release, leak, and fire.
- f) Utilizing the information gathered above, and in conjunction with your local fire jurisdictions and other stakeholders, create, or update, Standard Operating Procedures (SOP) and / or Guidelines (SOG) to respond to these worst-case scenarios.
- g) Provide Quarterly Progress Reports
- h) Provide final product no later than September 30, 2023.

Deliverable: Subject to the funding limitations of this Agreement, and provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Sub-Recipient for actual costs incurred in successfully completing an authorized Planning Project. For the purposes of this Agreement, any project that completely satisfies the requirements of Options 1, 2, 3, 4, or 5 above qualifies as an authorized Planning Project.

PUBLIC SECTOR TRAINING ASSISTANCE

Funding is provided to ensure training of public sector HazMat response personnel for transportation related spills, releases and/or fires. The staff assigned to this program shall conduct activities pursuant to Tasks one (1) through five (5) with the support of the Local Emergency Planning Committee (LEPC). Nothing in this Scope of Work shall prohibit the Sub-Recipient from entering into subcontract(s) with existing public or private institutions that conduct education and training courses. All subcontracts must be consistent with the provisions of this Agreement, State quote and bid requirements, and be submitted to the Division within thirty (30) days of execution.

Task 1: Coordinate the delivery of transportation related HazMat response training within the district.

- a) Sponsor training courses that are consistent with the State Emergency Response Commission's (SERC) *Guidelines for Public Sector Hazardous Materials Training* (Guidelines) within the district with emphasis on maximizing the audience trained.
 - b) Coordinate with emergency response groups that wish to sponsor their own training. Make easily reproducible, low-cost program materials available to these groups and assist with program sponsorship, if needed.
 - c) The LEPC and LEPC subcontractors providing HMEP-funded training are encouraged to register with the Florida State Fire Marshal (Florida State Fire College) as a training provider.
 - d) Within the limits of funding available, coordinate the site, organization and delivery of Federally-sponsored training courses such as those offered by EPA, OSHA, U.S. DOT, etc.
 - e) Maintain a system to inform interested parties within the district of upcoming Federally-sponsored training courses?
 - f) With funding from this grant, deliver only courses that have been authorized approved by the U.S. DOT for use with HMEP grant funds (as per the most recent or courses that meet the SERC training guidelines).
- 1) Courses included on the "List of Federally-Approved Courses" are eligible for sponsorship under the grant. Courses not appearing on this list must be consistent with the SERC training guidelines. HMEP funds cannot be used for training courses that do not meet these guidelines.

Task 2: For each course conducted, submit a Plan of Instruction (POI), included in the Reporting Form Package and course outline, including level of training, number of training hours, number of students to be trained, target audience, cost of training, dates of training, instructor credentials, materials or training packages to be used, and a brief narrative describing the training scenario and goals of the course must be submitted to the Division for approval prior to utilization for HMEP-sponsored training. All Reporting Form Packages (including the POI) must be submitted with the Quarterly Report. (The complete Reporting Form Package will be provided on the SharePoint under LEPC Documents in the folder named 2019-20 HMEP Reporting Forms and will be emailed to Sub-Recipients after execution of this Agreement).

Task 3: Maintain a roster of those participating in each LEPC-sponsored or coordinated HMEP-funded course throughout the district as well as pertinent statistics on those trained (i.e. profession, previous training, exam score, etc. Statistics should coincide with the Federal Fiscal Year (October 1 - September 30)).

- a) Evaluate courses offered as well as students participating in those courses. Administer at the end of each course a questionnaire for students to evaluate the training.
- b) Incorporate the results of this training project (numbers and types of responders trained at each level using HMEP funds) into the annual update of the LEPC's Hazardous Materials Emergency Response Plan (See Reporting Forms).

Task 4: Document number of trainers' hours and number of course participants spent in HMEP-sponsored training courses. Submit the information on your Quarterly Reports.

- a) Personnel participating in HMEP-sponsored courses, whether as instructors or students, are to be counted toward the State's twenty (20) percent contribution to the HMEP grant for the hours spent in the course. **This "Soft Match" contribution must be documented by the Sub-Recipient and submitted Quarterly.** (See Reporting Forms).
- b) Course instructors paid with HMEP grant funds are not eligible for Soft Match.

Task 5: Submit Quarterly Reports to the Division outlining courses offered and monies spent under the HMEP Grant Program (See Reporting Forms).

- a) The Quarterly Report addressing training courses offered will contain the POI from each course offered, a brief narrative of the course, levels of training provided, training audience, number of students trained, and cost of training.
- b) The Financial Report will include a statement of all HMEP funds spent on training during the Period of Performance.
- c) Training schedules shall be submitted to the LEPC's Grant Manager when established and updated as necessary.

Deliverable: Subject to the funding limitations of this Agreement and provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Sub-Recipient for actual costs incurred in successfully completing an authorized training program. For the purposes of this Agreement, any project that completely satisfies the requirements of NFPA 472 or OSHA 1910.120 and qualifies as an authorized expense through the current HMEP US DOT PHMSA FY 2019 Expenditures Guide.

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Agenda Item #7
**Public Transportation Grant Agreement (PTGA) with the Florida Department of
Transportation (FDOT) for Federal Transit Administration (FTA) 5311 Grants**

Actions Requested:	Approve each Resolution
Exhibits:	#8A: Resolution 2022-6B #8B: Resolution 2022-6C

Background: FDOT has proposed PTGAs for ongoing Federal Transit Operational Grants. MTM Transit, the Community Transportation Coordinator (CTC) for DeSoto, Hardee, Highlands, and Okeechobee counties, is a private for-profit company and is not therefore eligible to directly receive Federal Transit Administration Section 5310 or 5311 Operating or Capital Funds. As the CFRPC is an eligible recipient of federal funds as a government agency, the CFRPC applies for and administers public transit grant programs, allowing the CTC to serve more riders in the service area.

- **RESOLUTION 2022-6B**
Authorizes Patricia M. Steed, Executive Director, to enter into, modify, extend, or terminate a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation, unless specifically rescinded for FTA 5311 Operating funds to be used in DeSoto, Hardee, Highlands, and Okeechobee counties.
- **RESOLUTION 2022-6C**
Authorizes Patricia M. Steed, Executive Director, to enter into, modify, extend, or terminate a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation, unless specifically rescinded for FTA 5311 Operating funds to be used for the DeSoto-Arcadia Regional Transit (DART) service in DeSoto County.



RESOLUTION 2022-6B

Exhibit #7A

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL PROVIDING AUTHORIZATION TO SIGN THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FEDERAL 5311 FUNDS AWARDED TO THE CFRPC FOR TRANSPORTATION FOR PUBLIC TRANSPORTATION THROUGH THE COORDINATED SYSTEM IN DESOTO, HARDEE, HIGHLANDS, AND OKEECHOBEE COUNTIES AND ASSOCIATED ADMINISTRATIVE SUPPORT DOCUMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRANSIT PROJECTS.

WHEREAS, the Central Florida Regional Planning Council has the authority to enter into a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE Central Florida Regional Planning Council, Florida:

1. The PTGA for the Item-Segment-Phase-Sequence (Financial Management Number) _____ is approved.
2. That Patricia M. Steed, Executive Director, is authorized to enter into, modify, extend, or terminate the PTGA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE 2022.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Keith Keene, Chair

ATTEST:

COUNCIL ATTORNEY:





RESOLUTION 2022-6C

Exhibit #7B

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL PLANNING COUNCIL PROVIDING AUTHORIZATION TO SIGN THE PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FEDERAL 5311 FUNDS AWARDED TO THE CFRPC FOR TRANSPORTATION FOR PUBLIC TRANSPORTATION THROUGH THE COORDINATED SYSTEM IN DESOTO COUNTY AND ASSOCIATED ADMINISTRATIVE SUPPORT DOCUMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR TRANSIT PROJECTS.

WHEREAS, the Central Florida Regional Planning Council has the authority to enter into a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE Central Florida Regional Planning Council, Florida:

1. The PTGA for the Item-Segment-Phase-Sequence (Financial Management Number) _____ is approved.
2. That Patricia M. Steed, Executive Director, is authorized to enter into, modify, extend, or terminate the PTGA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE 2022.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Keith Keene, Chair

ATTEST:

COUNCIL ATTORNEY:



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Agenda Item #9 Florida Wildlife Corridor

Actions Requested:	Information Only
Exhibits:	None

Background:

The Florida Wildlife Corridor Act was signed into law on June 30, 2021, and became effective on July 1, 2021. The Act creates “incentives for conservation and sustainable development while sustaining and conserving the green infrastructure that is the foundation of Florida’s economy and quality of life.” The Florida Wildlife Corridor encompasses nearly 17.7 million acres in Florida. Of that area, 9.6 million acres (54%) are already protected and 8.1 million acres (46%) of remaining opportunity areas that do not have conservation status.

The Act sets forth:

- (a) Maintaining wildlife access to the habitats needed to allow for migration of and genetic exchange amongst regional wildlife populations.
- (b) Preventing fragmentation of wildlife habitats.
- (c) Protecting the headwaters of major watersheds, including the Everglades and the St. Johns River.
- (d) Providing ecological connectivity of the lands needed for flood and sea-level rise resiliency and large-scale ecosystem functions, such as water management and prescribed burns essential for land management and restoration.
- (e) Preserving and protecting land and waters that are not only vital to wildlife but are critical to this state’s groundwater recharge and that serve as watersheds that provide drinking water to most Floridians and help maintain the health of downstream coastal estuaries.
- (f) Providing for wildlife crossings for the protection and safety of wildlife and the traveling public.
- (g) Helping to sustain this state’s working ranches, farms, and forests that provide compatible wildlife habitats while sustaining rural prosperity and agricultural production.

The Central Florida Regional Planning Council has been working with State agencies, non-profit organizations, and landowners on further identifying lands which may be available for acquisition, voluntary conservation easements, or coordination with new development or redevelopment projects. Staff will brief the Council on the Corridor and work to date.

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Agenda Item #10
**Update on Local Government Planning Services and DEO Technical Assistance
(TA) Grants and Competitive Florida Grants**

Actions Requested:	Information Only
Exhibits:	None

Background:

Competitive Florida Partnership Grants for state fiscal year (FY) 2022-2023– Due Monday, June 13, 2022 by 11:59 pm.

DEO has announced potential funding to assist local governments pursuing asset-based economic development through innovative planning and development strategies. DEO is offering grant funding and technical assistance to help communities plan for and implement an economic development strategy using the Competitive Florida Partnership model. For more information on this model visit the Florida Competitive Partnership page.

Grant Period: July 1, 2022 - June 30, 2023.

Typical Award Range: \$25,000 to \$40,000, but award amounts may vary. Grants are on a Cost Reimbursement basis.

Project Types: Partnered with Competitive Florida staff, the community will undertake an asset-based, community-driven approach to writing an economic development strategy. Extensive planning and economic development assistance is provided by DEO throughout the year.

Contact Jennifer Codo-Salisbury at jcodosalisbury@cfrpc.org if your community is interested in learning more about Competitive Florida Partnership Grants

DEO Community Planning Technical Assistance Grants for state fiscal year (FY) 2022-2023 submitted in April 2022.

Technical Assistance (TA) grants provide counties, municipalities, and regional planning councils the opportunity to create innovative plans and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet statutory requirements for planning, while protecting environmentally sensitive areas. Understanding that many Florida communities have been impacted by hurricanes, CPTA grants may also be used to assist with disaster recovery, resiliency, and economic development planning.

Staff worked with the following local governments to submit applications for the Florida Department of Economic Opportunity Community Planning Technical Assistance (TA) Grants that were due April 11, 2022:

- 1) Wauchula Water Supply Plan Update
- 2) Dundee Parks and Recreation Master Plan
- 3) Fort Meade Land Development Code Update
- 4) Bowling Green Downtown Master Plan

Agenda Item #10
**Update on Local Government Planning Services and DEO Technical Assistance
(TA) Grants and Competitive Florida Grants**

- 5) Sebring Design Standards
- 6) Sebring Land Development Code Update
- 7) City of Okeechobee – Parking study
- 8) Highlands County – County-wide Facility Study for Tourism and Recreation

In addition to assisting local governments, the Council applied for two TA grants:

- 1) For preparation of the Heartland Regional Resiliency Action Plan which supports the purpose and intent of the Resiliency Memorandum of Understanding. This plan would serve as a base to identify regional resiliency threats, establishes goals, involves Coalition members, stakeholders, and the public, as well as other governments in comprehensively addressing resiliency.
- 2) For a pilot project to Assist Local Government in preparing a Model Sign Code. The City of Arcadia would be used as the basis for the pilot project.

Agenda Item #11

Formation of the Heartland Regional Resiliency Coalition

Actions Requested:	Information Only
Exhibits:	None

Background:

The Heartland Regional Resiliency Coalition officially launched on April 1, 2022. The Memorandum of Understanding (MOU) to promote a collaborative partnership within the counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee and Polk in the Heartland Region. The MOU, to be entered into by the 7 counties and up to 28 municipalities and other governmental organizations in the Heartland Region, forms the Heartland Regional Resiliency Coalition. To date, 6 counties, 1 city, both the Polk and Heartland Regional Transportation Planning Organizations (TPO), along with CFRPC have officially joined the Coalition. Below is a schedule of approvals of the MOU by the Heartland counties.

Schedule of MOU Approvals by Heartland Counties and Agencies	
Local Government/Agency	Date MOU Approved/Scheduled
DeSoto County	April 12, 2022
Glades County	April 25, 2022
Hardee County	March 17, 2022
Hendry County	To be Determined
Highlands County	April 5, 2022
Okeechobee County	March 24, 2022
Polk County	May 17, 2022
Heartland Regional Transportation Planning Organization	March 16, 2022
Polk Transportation Planning Organization	April 14, 2022
Coastal and Heartland National Estuary Program	To be Determined
Seminole Tribe of Florida	To be Determined

The City of Winter Haven approved the MOU in April. Other cities are being scheduled.

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

MONTHLY ACTIVITY REPORT: April 2022

Exhibit #12

RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Organized and distributed the March 2022 Florida Regional Councils Association (FRCA) Newsletter, *FRCA Forward*. Updated the FRCA website and Facebook page.
- Updated the email lists for and maintain the email listserv for approximately 2,350 individuals who receive *FRCA Forward*.
- Maintained and updated the FRCA website: www.flregionalcouncils.org.
- To enhance partnerships and strengthen the relationship between regional planning councils and their state and federal partners, organized, participated in or attended the following meetings and webinars:
 - Florida Collaborative Coordinators Forum hosted by the Nature Conservancy
 - Grant Coordination Call with the Department of Environmental Protection

ASSOCIATION MANAGEMENT

- Hosted the April FRCA Executive Directors Advisory Committee (EDAC) and Partners Meetings and prepared for the May EDAC Meeting. The April Partners Meeting included presentations from the Departments of Economic Opportunity, Environmental Protection and Transportation as well as Resiliency Florida.
- Began preparing for the Summer Policy Board Meeting being held at the Tampa Bay Regional Planning Council on June 10, 2022.
- Continued to coordinate logistics for the 2022 meeting and conference schedule.
- Distributed grant opportunities and information of interest from local, state and national organizations.