



Central Florida Regional Planning Council

Preliminary Meeting Agenda

Wednesday, June 14, 2023 | 9:30 a.m.

How to Attend:

In Person: CareerSource Heartland
5901 US Highway 27 South, Suite 1
Sebring, FL 33870

Call To Order –

- Invocation
- Pledge of Allegiance
- New Member Oath of Office
- Roll Call
- Announcements

1) Opportunity for Public Comments

2) Council Administration

- A) Approval of Minutes
- B) May 2023 Financial Report

Actions Requested:	Approval by Council
Exhibits:	#2A: April 12, 2023 Council Meeting Minutes - page 5 #2B: May 2023 Financial Report - page 9

3) Finance Committee Recommendations

The Finance Committee met on May 10, 2023, to review the annual budget items and is recommending approval of the following.

Actions Requested:	Approval by Council
Exhibits:	#3A: Budget Amendment for FY 2022-23* - page 11 #3B: Member Assessments for FY 2023-24* - page 13 #3C: Proposed FY 2023-24 Annual Budget* - page 14 #3D: FY 2022-23 Audit Engagement Letter* - page 17 #3E: Staff Organizational Chart (information only) - page 43
Items with Asterisk*	Require separate Council action

4) Status of Regional Work Force

Ms. Donna Doubleday, President/Chief Executive Officer of CareerSource Heartland will share information related to the regional work force.

Actions Requested:	Information only
Exhibits:	None

5) Public Transportation Grant Agreements (PTGA) with the Florida Department of Transportation (FDOT) for 5311 Funds

FDOT has provided an amendment for extension to the PTGA for Federal 5311 Operating Grant which funds the DeSoto fixed route system. Staff will provide an overview of these grants. The Resolution is to authorize the execution and/or amendment of the grant agreement.

Actions Requested:	Approve each Resolution
Exhibits:	#5: Resolution 2023-6A - page 47

6) 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

7) Local Emergency Planning Committee (LEPC) Grant Agreement for FY 2023-24

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 begins July 1, 2023.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#7: Draft Scope of Work - page 51

8) Hazards Analysis (HA) Grant Agreement for FY 2023-24

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, 2023.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#8: Draft Scope of Work - page 61

9) Hazards Materials Emergency Preparedness (HMEP) Grant Agreement for FY 2023-24

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. The Grant begins October 1, 2023.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#9: Draft Scope of Work - page 67

10) Contract for Technology Services

The Council utilizes an information technology (IT) company to provide support for the staff's computer system and network. Responses to the Council's Request for Proposals to provide IT services were received in May. Staff recommends Thrive to provide IT services.

Actions Requested:	Authorize Executive Director to Sign and Administer IT Services Agreement
Exhibits:	#10: Summary of Services - page 75

11) Update on Local Government Planning Services and DEO Technical Assistance (TA) Grants and Competitive Florida Grants

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 2023/24 Community Planning Technical Assistance Grants and Competitive Florida Grants.

Actions Requested:	Information Only
Exhibits:	None

12) Executive Director's Report

The Executive Director will report on outcomes of the legislative session, Florida Regional Councils Association (FRCA) activities, and Council programs.

Actions Requested:	Information Only
Exhibits:	#12: FRCA Monthly Activities Report - page 77

13) Next Meeting and Other Business

A) Next Meeting: August 9, 2023 at 9:30 a.m. at Jack Stroup Civic Center, 355 W. Center Avenue, Sebring, FL.

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.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

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Central Florida Regional Planning Council

Meeting Minutes

Wednesday, April 12, 2023 | 9:30 a.m.

Exhibit #2A

Hardee County Board of County Commissioners
County Commission Chambers
412 W Orange Street, Room 103
Wauchula, FL 33873

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

Chair, Councilmember Keith Keene, City of Arcadia
Donna Howerton, Highlands County Gubernatorial Appointee
Commissioner Rick Wilson, Polk County
Commissioner Nathaniel Birdsong, City of Winter Haven
Commissioner Judith George, Hardee County
Commissioner Steve Hickox, DeSoto County
Commissioner Noel Chandler, City of Okeechobee
Commissioner Neda Cobb, City of Wauchula
Jackie Tucker, DeSoto County Gubernatorial Appointee
Commissioner Don Elwell, Highlands County
Kelly Boatwright, Florida Department of Environmental Protection, Ex-officio
Cindy Rodriguez, Southwest Florida Water Management District, Ex-officio
Todd Miller, Hardee County, Ex-officio

A quorum of members was present.

1) Opportunity for Public Comments

No comments

2) Council Administration

A) Approval of Minutes

- A motion was made by: Rick Wilson
 - o The motion was seconded by: Noel Chandler
 - o The motion was approved by unanimous vote.

B) February 2023 Financial Report

- A motion was made by: Donna Howerton
 - o The motion was seconded by: Jackie Tucker
 - o The motion was approved by unanimous vote.

3) Hardee County Activities Report

Terry Atchley, Hardee County Manager, updated the Council on current activities in Hardee County.

4) Central Florida Economic Recovery and Resiliency Workshop

The Federal Economic Recovery Support Function, in partnership with the Central Florida Regional Planning Council held a second resiliency workshop as Hurricane Ian recovery efforts continue. Curtis Knowles and Beneshea Frazier provided a report on the March 23rd workshop held in Arcadia. The workshop averaged approximately 45 participants which included local stakeholders and state and federal agencies. Local governments identified damages and impacts and discussed with state and federal agencies the funding opportunities now available as well as upcoming opportunities. CFRPC received a certificate of appreciation for its work and coordination efforts.

5) Heartland Regional Resiliency Action Plan Project Update

The CFRPC was awarded a Community Planning Technical Assistance Grant from the Florida Department of Economic Opportunity to prepare a Heartland Regional Resiliency Action Plan. Staff will provide a project update.

6) Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grants and Competitive Florida Partnership Grants

DEO is anticipated to announce funding availability for both FY 2023/24 Competitive Florida Grants and Community Planning Technical Assistance Grants. Staff provided an overview of these opportunities. Resolutions were included to authorize the submission of grant applications.

A) Approval of Resolution 2023-4A

- A motion was made by: Rick Wilson
 - o The motion was seconded by: Nathaniel Birdsong
 - o The motion was approved by unanimous vote.

B) Approval of Resolution 2023-4B

- A motion was made by: Donna Howerton
 - o The motion was seconded by: Noel Chandler
 - o The motion was approved by unanimous vote.

7) Update on 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 a project update.

8) Military Installation Resilience Review Grant Application for Avon Park Air Force Range

The U.S. Department of Defense Office of Local Defense Community Cooperation offers a grant for Military Installation Resilience Review. Staff provided an overview of this opportunity and its applicability to the Avon Park Air Force Range. A resolution was included to authorize the submission of a grant application.

A) Approval of Resolution 2023-4C

- A motion was made by: Don Elwell
 - o The motion was seconded by: Neda Cobb
 - o The motion was approved by unanimous vote.

9) Public Transportation Grant Agreements (PTGA) with the Florida Department of Transportation (FDOT) for 5310 Funds

FDOT has proposed new PTGAs for Federal 5310 Operating Grant funds new and ongoing Federal Operational Grants. Resolutions were included to authorize the execution of the grant agreements.

A) Approval of Resolution 2023-4D

- A motion was made by: Nathaniel Birdsong
 - o The motion was seconded by: Rick Wilson
 - o The motion was approved by unanimous vote.

B) Approval of Resolution 2023-4E

- A motion was made by: Don Elwell
 - o The motion was seconded by: Donna Howerton
 - o The motion was approved by unanimous vote.

10) Heartland Regional Transportation Planning Organization (HRTPO) Activities

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

11) 2023 Sun 'n Fun Aerospace Expo

Staff briefed the Council on activities and assistance provided at the 2023 Sun 'n Fun Aerospace Expo in Lakeland.

12) Executive Director's Report

Executive Director Jennifer Codo-Salisbury provided an update regarding Florida Regional Councils Association activities and Council programs.

13) Next Meeting and Other Business

- A) Next Meeting: June 14, 2023 at 9:30 a.m. at CareerSource Heartland, 5901 US Highway 27 South, Suite 1, Sebring, FL 33870.
- B) Other Business discussed was the updates to open enrollment for elderly community members. The most recent extension is moved to July 31. Keith Keene encouraged members to follow bills being passed, discussed in the legislature.

There being no further business, the meeting adjourned.

Respectfully submitted,

Keith Keene, Chair

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CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
STATEMENT OF ACTIVITIES FY 2022-2023
For the Month Ended May 31, 2023

Exhibit #2B

UNAUDITED

May = 67%

	ACCRUAL	ACTUAL	Approved Budget	ACCRUAL
	May 2023	May 2023	Budget	% of Budget
ORDINARY INCOME/EXPENSE				
INCOME				
1 Use of Prior Year Surplus	\$ -	\$ -	\$ -	0%
2 Member Assessments	263,314	263,314	351,085	75%
3 Local Revenue	546,626	544,177	1,162,235	47%
4 State Revenue	295,765	142,458	426,889	69%
5 Federal Revenue	1,813,341	2,038,823	4,481,159	40%
6 TOTAL INCOME	2,919,047	2,988,772	6,421,368	45%
7 EXPENSE				
8 Salaries & Fringe Benefits	1,463,579	1,442,896	2,720,462	54%
9 Consultants	102,381	75,182	255,661	40%
10 Transportation for the Disadvantaged Trips	991,454	1,087,647	2,640,000	38%
12 Accounting/Payroll Services	1,409	1,409	2,000	70%
13 Advertising	1,180	1,046	10,000	12%
14 Audit	27,750	27,750	27,750	100%
15 Auto Expense	5,909	6,014	15,000	39%
16 Building Security	574	384	1,600	36%
17 Dues & Fees	26,852	22,487	55,000	49%
18 Equipment Expense	5,857	6,286	9,000	65%
19 File Management	-	5,882	3,000	0%
20 Insurance	26,325	20,525	40,000	66%
21 Janitorial/Maintenance	8,886	8,679	15,500	57%
22 Legal Fees	22,744	22,744	35,000	65%
23 Meeting Expense	381	681	8,000	5%
24 Miscellaneous	1,400	1,400	1,000	140%
25 Office Supplies	6,730	6,913	15,000	45%
26 Postage & Delivery	453	446	5,000	9%
27 Printing	2,592	2,778	6,000	43%
28 Repair & Maintenance	14,150	15,325	10,000	141%
29 Technology Supplies	27,308	26,308	55,000	50%
30 Telephone	11,049	11,320	20,000	55%
31 Travel & Registration Fees	34,118	39,597	65,000	52%
32 Utilities	5,271	6,702	15,000	35%
33 Capital Outlay - Office & Technology	12,225	11,725	40,000	31%
34 Capital Outlay - Vehicle	-	-	-	0%
34 Capital Outlay - TD Vehicle	124,960	124,960	316,395	39%
35 Capital Outlay - Building	-	-	35,000	0%
36 TOTAL EXPENSE	\$ 2,925,538	\$ 2,977,085	\$ 6,421,368	46%
37				
38 INCOME OVER (UNDER) EXPENSE	\$ (6,491)	\$ 11,687	\$ -	

CASH ON HAND 05/31/2023

Checking Account + Petty Cash	\$ 155,834
Cash Held in Reserve:	
Money Market Account	\$ 275,812
Local Govt Investment Pool	\$ 9,785
Total Cash	\$ 441,431

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
STATEMENT OF NET ASSETS
May 31, 2023

	<u>UNAUDITED</u>	<u>ACCRUAL</u>
	ASSETS	
1	Cash	\$ 155,819
2	Petty Cash	15
3	Accounts Receivable	559,085
4	Unbilled Costs	452,596
5	Prepaid Expenses	28,765
6	Fixed Assets	1,246,513
7	Funds Held in Reserve	285,597
8		
9	TOTAL ASSETS	<u>\$ 2,728,390</u>
10		
11	LIABILITIES & EQUITY	
12		
13	Liabilities	
14	Accounts Payable	\$ 294,775
15	Compensated Absences Liability	154,377
16	Deferred Revenue	87,062
17	Total Liabilities	<u>536,214</u>
18		
19	Fund Balance	2,192,176
20		
21	TOTAL LIABILITIES & EQUITY	<u>\$ 2,728,390</u>

Central Florida Regional Planning Council

Revenue Budget

FY 22-23

Exhibit #3A

	Approved Budget FY 22-23	Approved Amendment #1 Budget FY 22-23	Proposed Amendment #2 Budget FY 22-23	
LOCAL REVENUE:				
1 County (Member) Assessments	\$ 351,085	\$ 351,085	\$ 351,085	
2 Hazardous Waste Assessments (SQG)	36,750	32,500	32,500	
3 Mitigation Grant	46,935	46,935	25,580	Decreased - Grant Deliverable timing change.
4 PAS Contracts	670,000	804,000	721,500	Decreased - Contracts anticipated to be completed for FY 22/23
5 TD Local Planning Assessments	38,000	38,000	38,000	
6 Interest	1,000	1,000	1,000	
7 Other Local Revenue	91,000	91,000	91,000	
8 Local Match for Transportation - Highlands	129,000	129,000	129,000	
9 Local Match for TD - Vehicles	19,800	19,800	19,800	
Total Local Revenue	\$ 1,032,485	\$ 1,162,235	\$ 1,058,380	
STATE REVENUE:				
Florida Department of Economic Opportunity				
10 Technical Assistance Grant	\$ 211,000	\$ 213,000	\$ 190,000	Decreased - Actual grant funding for FY 22/23
Florida Department of Emergency Management				
11 LEPC	70,000	70,000	70,000	
12 Hazards Materials Planning & Prevention	4,849	2,169	2,169	
Florida Department of Transportation				
13 Commission for TD - Planning	121,920	121,920	121,920	
14 State Match for TD Vehicles	19,800	19,800	19,800	
Total State Revenue	\$ 427,569	\$ 426,889	\$ 403,889	
FEDERAL REVENUE:				
Department of Commerce				
15 EDA - District Planning	75,000	75,000	75,000	
16 EDA - Post Disaster Hurricane Ian	-	75,000	75,000	
Department of Defense				
17 Sentinel Landscape	50,000	50,000	60,000	
18 MIRR	-	-	5,000	Increased - Grant anticipated to start in FY 22/23
19 OLDCC - Compatible Use Plan	90,000	90,000	90,000	
Florida Department of Emergency Management				
20 HMEP Planning & Training	55,260	55,260	55,260	
Department of Transportation				
21 Mobility Management	360,000	360,000	360,000	
22 TPO Planning - FHWA PL	474,404	474,404	474,404	
23 Section 5339 Vehicles	316,395	316,395	316,395	
24 Section 5310/5311 TD Vehicles	198,000	-	-	
25 Section 5305(d) TPO	41,100	41,100	41,100	
26 FDOT - Planning Grant	-	-	48,000	Increased - Grant anticipated to start FY 22/23
Section 5311				
27 Admin	304,000	304,000	304,000	
28 Operating Trips	1,800,000	1,800,000	1,800,000	
Section 5310 Operating				
29 Operating Trips	840,000	840,000	840,000	
Total Federal Revenue	\$ 4,604,159	\$ 4,481,159	\$ 4,544,159	
Fund Balance Transfer	\$ -	\$ -	\$ -	
TOTAL REVENUE	\$ 6,415,298	\$ 6,421,368	\$ 6,357,513	

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

	Approved Budget FY 22-23	Approved Amendment #1 FY 22-23	Proposed Amendment #2 Budget FY 22-23	
1 Personnel	\$ 1,952,322	\$ 2,087,322	\$ 2,039,967	Decreased - Project actual costs for FY 22/23
Employee Fringe & Benefits				
2 Payroll Taxes	159,195	169,195	169,195	
3 Insurance Premiums	283,040	283,040	283,040	
4 Retirement Contributions (457 Plan)	170,335	180,905	180,905	
Total Payroll	\$ 2,564,892	\$ 2,720,462	\$ 2,673,107	
5 Consultants/Contracts - EPA Brownfields	75,000	75,000	75,000	
6 Consultants/Contracts - Emer Mgt	55,000	55,000	55,000	
7 Consultants/Contracts - CFRPC Technology	55,000	60,000	60,000	
8 Consultants/Contracts - RPCs	-	-	-	
9 Consultants/Contracts - TPO	65,661	65,661	65,661	
Total Consultants/Contracts	250,661	255,661	255,661	
10 Trip Expense 5311	1,800,000	1,800,000	1,800,000	
11 Trip Expense 5310 Operating	840,000	840,000	840,000	
Total Trips	2,640,000	2,640,000	2,640,000	
12 Accounting/Payroll Services	2,000	2,000	2,000	
13 Advertising	10,000	10,000	10,000	
14 Audit	27,750	27,750	27,750	
15 Auto Expense	13,000	15,000	15,000	
16 Building Security	1,600	1,600	1,600	
17 Dues & Fees	55,000	55,000	55,000	
18 Equipment Lease & Maintenance	9,000	9,000	9,000	
19 File Management	3,000	3,000	-	Decreased - Closed storage contract for FY 22/23
20 Insurance - Auto, Property, Liability	28,000	30,000	30,000	
21 Insurance - Workers Compensation	10,000	10,000	10,000	
Total Insurance	\$ 38,000	\$ 40,000	\$ 40,000	
22 Janitorial	12,500	15,500	15,500	
23 Professional Fees	35,000	35,000	35,000	
24 Meeting Expense	8,000	8,000	8,000	
25 Miscellaneous	1,000	1,000	2,500	Increased - Line of credit costs for FY 22/23
26 Office Supplies	15,000	15,000	15,000	
27 Postage & Delivery	5,000	5,000	5,000	
28 Printing	6,000	6,000	6,000	
29 Repair & Maintenance	6,500	10,000	15,000	Increased - Projected costs for additional repairs in FY 22/23
30 Technology Supplies & Equipment	55,000	55,000	55,000	
31 Telephone	20,000	20,000	20,000	
32 Travel & Registration Fees	55,000	65,000	65,000	
33 Utilities	12,000	15,000	15,000	
34 Capital Outlay - Building	15,000	35,000	25,000	Decreased - Projected costs for FY 22/23
35 Capital Outlay - CFRPC Vehicle	-	-	-	
36 Capital Outlay - TD Vehicles	514,395	316,395	316,395	
37 Capital Outlay - Office & Technology	40,000	40,000	30,000	Decreased - Projected costs for FY 22/23
Total Capital Outlay	\$ 569,395	\$ 391,395	\$ 371,395	
	\$ 6,415,298	\$ 6,421,368	\$ 6,357,513	
	\$ 6,415,298	\$ 6,421,368	\$ 6,357,513	

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

Exhibit #3B

	2021 *	FY 22-23	2022 *	FY 23-24	FY 23-24
	Population	Assessments	Population	Assessments	Quarterly
	Estimates	(37 Cents)	Estimates	(37 Cents)	Amount
DESOTO COUNTY	34,031	\$ 12,591	34,748	\$ 12,856.76	\$ 3,214.19
HARDEE COUNTY	25,269	\$ 9,350	25,544	\$ 9,451.28	\$ 2,362.82
HIGHLANDS COUNTY	102,065	\$ 37,764	103,102	\$ 38,147.74	\$ 9,536.94
OKEECHOBEE COUNTY	39,148	\$ 14,485	39,385	\$ 14,572.45	\$ 3,643.11
POLK COUNTY	748,365	\$ 276,895	770,019	\$ 284,907.03	\$ 71,226.76
TOTAL	948,878	\$351,085	972,798	\$ 359,935.26	\$ 89,983.82

Population is based on the Florida Population Estimates: April 1, 2022

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

Central Florida Regional Planning Council
Revenue Budget
FY 23-24

Exhibit #3C

	Proposed Amendment #2 Budget FY 22-23	Proposed Budget FY 23-24	
LOCAL REVENUE:			
1 County (Member) Assessments	\$ 351,085	\$ 359,935	Increased - Updated population numbers for FY 23/24
2 Hazardous Waste Assessments (SQG)	32,500	32,500	
3 Mitigation Grant	25,580	55,750	Increased - Updated according to grant deliverables
4 PAS Contracts	721,500	1,495,400	Increased - Anticipated PAS contracts for FY 23/24
5 TD Local Planning Assessments	38,000	38,000	
6 Interest	1,000	1,000	
7 Other Local Revenue	91,000	12,000	Decreased - Brownfields project ended
8 Local Match for Transportation - Highlands	129,000	129,000	
9 Local Match for TD - Vehicles	19,800	-	Decreased - No vehicles projected for FY 23/24
Total Local Revenue	\$ 1,058,380	\$ 1,763,650	
STATE REVENUE:			
Florida Department of Economic Opportunity			
10 Technical Assistance Grant	\$ 190,000	\$ 115,000	Decreased - Anticipated funding for FY 23/24
Florida Department of Emergency Management			
11 LEPC	70,000	70,000	
12 Hazards Materials Planning & Prevention	2,169	2,169	
Florida Department of Transportation			
13 Commission for TD - Planning	121,920	132,046	Increased - Anticipated funding for FY 23/24
14 State Match for TD Vehicles	19,800	-	Decreased - No vehicles projected for FY 23/24
Total State Revenue	\$ 403,889	\$ 319,215	
FEDERAL REVENUE:			
Department of Commerce			
15 EDA - District Planning	75,000	75,000	
16 EDA - Post Disaster Hurricane Ian	75,000	125,000	Increased - Grant funding ends in FY 23/24
Department of Defense			
17 Sentinel Landscape	60,000	100,000	Increased - Anticipated funding for FY 23/24
18 MIRR	5,000	60,000	Increased - Anticipated funding for FY 23/24
19 OLDCC - Compatible Use Plan	90,000	-	Decreased - Grant ended in FY 22/23
Florida Department of Emergency Management			
20 HMEP Planning & Training	55,260	55,260	
Department of Transportation			
21 Mobility Management	360,000	265,000	Decreased - CARES funding grant ends in FY 23/24
22 TPO Planning - FHWA PL	474,404	458,331	Decreased - Projected funding for FY 23/24
23 Section 5339 Vehicles	316,395	-	Decreased - No vehicles projected for FY 23/24
24 Section 5310/5311 TD Vehicles	-	-	
25 Section 5305(d) TPO	41,100	10,000	Decreased - Grant ends in FY 23/24
26 FDOT - Planning Grant	48,000	144,000	Increased - Grant projected to be completed in FY 23/24
Section 5311			
27 Admin	304,000	209,840	Decreased - CARES funding grant ends in FY 23/24
28 Operating Trips	1,800,000	1,088,000	Decreased - CARES funding grant ends in FY 23/24
Section 5310 Operating			
29 Operating Trips	840,000	480,000	Decreased - CARES funding grant ends in FY 23/24
Total Federal Revenue	\$ 4,544,159	\$ 3,070,431	
Fund Balance Transfer	\$ -	\$ -	
TOTAL REVENUE	\$ 6,357,513	\$ 5,513,231	

**Central Florida Regional Planning Council
Expense Budget
FY 23-24**

	Proposed Amendment #2 Budget FY 22-23	Proposed Budget FY 23-24	
1 Personnel	\$ 2,039,967	\$ 2,319,559	Increased - Projected staffing needs for FY 23/24 & 3% COLA for all staff
Employee Fringe & Benefits			
2 Payroll Taxes	169,195	180,261	Increased - Projected payroll taxes for FY 23/24
3 Insurance Premiums	283,040	302,838	Increased - Projected health plan costs for FY 23/24
4 Retirement Contributions (457 Plan)	180,905	172,773	Decreased - Projected costs based upon enrollment for FY 23/24
Total Payroll	\$ 2,673,107	\$ 2,975,431	
5 Consultants/Contracts - EPA Brownfields	75,000	-	Decreased - Brownfields projected ended in FY 22/23
6 Consultants/Contracts - Emer Mgt	55,000	55,000	
7 Consultants/Contracts - CFRPC Technology	60,000	60,000	
8 Consultants/Contracts - RPCs	-	377,000	Increased - Projected consultant costs for FY 23/24 grants
9 Consultants/Contracts - TPO	65,661	7,200	Decreased - Consultant work for TPO work completed in FY 22/23
Total Consultants/Contracts	255,661	499,200	
10 Trip Expense 5311	1,800,000	1,088,000	Decreased - CARES funding grant ends in FY 23/24
11 Trip Expense 5310 Operating	840,000	480,000	Decreased - CARES funding grant ends in FY 23/24
Total Trips	2,640,000	1,568,000	
12 Accounting/Payroll Services	2,000	2,500	Increased - Projected costs for FY 23/24
13 Advertising	10,000	10,000	
14 Audit	27,750	34,500	Increased - Projected costs for FY 23/24
15 Auto Expense	15,000	15,000	
16 Building Security	1,600	1,600	
17 Dues & Fees	55,000	55,000	
18 Equipment Lease & Maintenance	9,000	9,000	
19 File Management	-	-	
20 Insurance - Auto, Property, Liability	30,000	30,000	
21 Insurance - Workers Compensation	10,000	10,000	
Total Insurance	\$ 40,000	\$ 40,000	
22 Janitorial	15,500	15,500	
23 Professional Fees	35,000	37,500	Increased - Projected costs for FY 23/24
24 Meeting Expense	8,000	8,000	
25 Miscellaneous	2,500	1,000	Decreased - Projected costs for FY 23/24
26 Office Supplies	15,000	15,000	
27 Postage & Delivery	5,000	5,000	
28 Printing	6,000	6,000	
29 Repair & Maintenance	15,000	10,000	Decreased - Projected costs for FY 23/24
30 Technology Supplies & Equipment	55,000	55,000	
31 Telephone	20,000	20,000	
32 Travel & Registration Fees	65,000	60,000	Decreased - Projected costs for FY 23/24
33 Utilities	15,000	15,000	
34 Capital Outlay - Building	25,000	25,000	
35 Capital Outlay - CFRPC Vehicle	-	-	
36 Capital Outlay - TD Vehicles	316,395	-	Decreased - No vehicles projected for FY 23/24
37 Capital Outlay - Office & Technology	30,000	30,000	
Total Capital Outlay	\$ 371,395	\$ 55,000	
	\$ 6,357,513	\$ 5,513,231	
	\$ 6,357,513	\$ 5,513,231	
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Master Services Agreement

Central Florida Regional Planning Council
555 East Church Street
Bartow FL 33830-3931
MSA Date: April 15, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Central Florida Regional Planning Council ("you," or "your"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 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

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. 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.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you 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 (i.e., you and CLA). 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.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or

damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Time limitations

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 you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, 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 any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable 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.

9. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. 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. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

10. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course

of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

11. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Central Florida Regional Planning Council anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

12. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

13. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, 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 MSA.

14. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

15. Termination of MSA

This MSA shall continue for five years from April 15, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

16. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed 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. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Julie S. Fowler, CPA

Signing Director

863-202-8116

julie.fowler@claconnect.com

Response:

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

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: 4/15/23

Client

ORG: Central Florida Regional Planning Council

NAME: _____

TITLE: Chairperson

SIGN: _____

DATE: _____

ORG: Central Florida Regional Planning Council

NAME: _____

TITLE: Executive Director

SIGN: _____

DATE: _____



Statement of Work - Audit Services

April 15, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated April 15, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Central Florida Regional Planning Council ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended September 30, 2023.

Julie S. Fowler is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities and the major fund, which collectively comprise the basic financial statements of Central Florida Regional Planning Council, 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 supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Propose adjusting journal entries
- Prepare the Data Collection Form

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the 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 opinion about whether your 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 compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion 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, upon completion of our audit.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the annual comprehensive financial report and that your annual report will be issued by December 10, 2023. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

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 evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. 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 an opinion 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 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 financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on our evaluation of 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 compliance requirements applicable to each major 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 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, Rules of the Auditor General, 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; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

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 the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

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.

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.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

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 November 1, 2023.

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 the dates required will be provided in a separate communication.

At the conclusion of the 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.

The audit 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 documentation and appropriate individuals will be made available upon request and in a timely manner to regulator, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit 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 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 regulator. If we are aware that a federal or state 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.

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 audit 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 SOW 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/.

Fees

Our professional fees are detailed in the table below. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing 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. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Service	Professional Fee
Financial statement audit and Uniform Guidance single audit	\$30,000
Examination of compliance with F.S. 218.415	\$500
Additional audit testing - implementation of GASB 96, Subscription-Based Information Technology Arrangements (SBITAs)	\$1,500 to \$5,000

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW 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.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit

of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

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

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler

TITLE: Signing Director

SIGN: 

DATE: 4/15/23

Client

ORG: Central Florida Regional Planning Council

NAME: _____

TITLE: _____

SIGN: Chairperson

DATE: _____

ORG: Central Florida Regional Planning Council

NAME: _____

TITLE: Executive Director

SIGN: _____

DATE: _____



Statement of Work - Assertion Based Examination Services

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated April 15, 2023, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Central Florida Regional Planning Council ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity for the year ended September 30, 2023.

Julie S. Fowler is responsible for the performance of the examination engagement.

Examination services

We will examine your compliance with the Section 218.415, Florida Statutes during the year ended September 30, 2023.

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Section 218.415, Florida Statutes, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Section 218.415, 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.

Those standards require us to be independent of the entity or responsible party, as applicable, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our engagement.

We will issue a written report upon completion of the examination. 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 misstatement 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.

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 Auditor General, State of Florida and is not intended to be and should not be used by anyone other than the specified parties.

Our responsibilities, procedures, and limitations

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 Section 218.415, 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 Section 218.415, 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 Section 218.415, 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 Section 218.415, 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 Section 218.415, Florida Statutes. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Section 218.415, Florida Statutes. You are responsible for the design, implementation, and maintenance of 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 Section 218.415, Florida Statutes, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (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 Section 218.415, Florida Statutes.

You are responsible for the entity's compliance with the Section 218.415, Florida Statutes; and for selecting the suitable criteria and determining that such criteria are appropriate for the purpose of the engagement. You are responsible for determining that the criteria will be available to the intended users. 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. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee 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 Section 218.415, 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 Section 218.415, 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.

Engagement administration and other matters

A list of information we expect to need for the engagement and the dates required will be provided in a separate communication.

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 SOW for that service.

Fees

Our professional fees are described in the Statement of Work for Audit Services.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our examination engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to examination services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our examination services including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: 4/15/23

Client

ORG: Central Florida Regional Planning Council

NAME: _____

TITLE: Chairperson

SIGN: _____

DATE: _____

ORG: Central Florida Regional Planning Council

NAME: _____

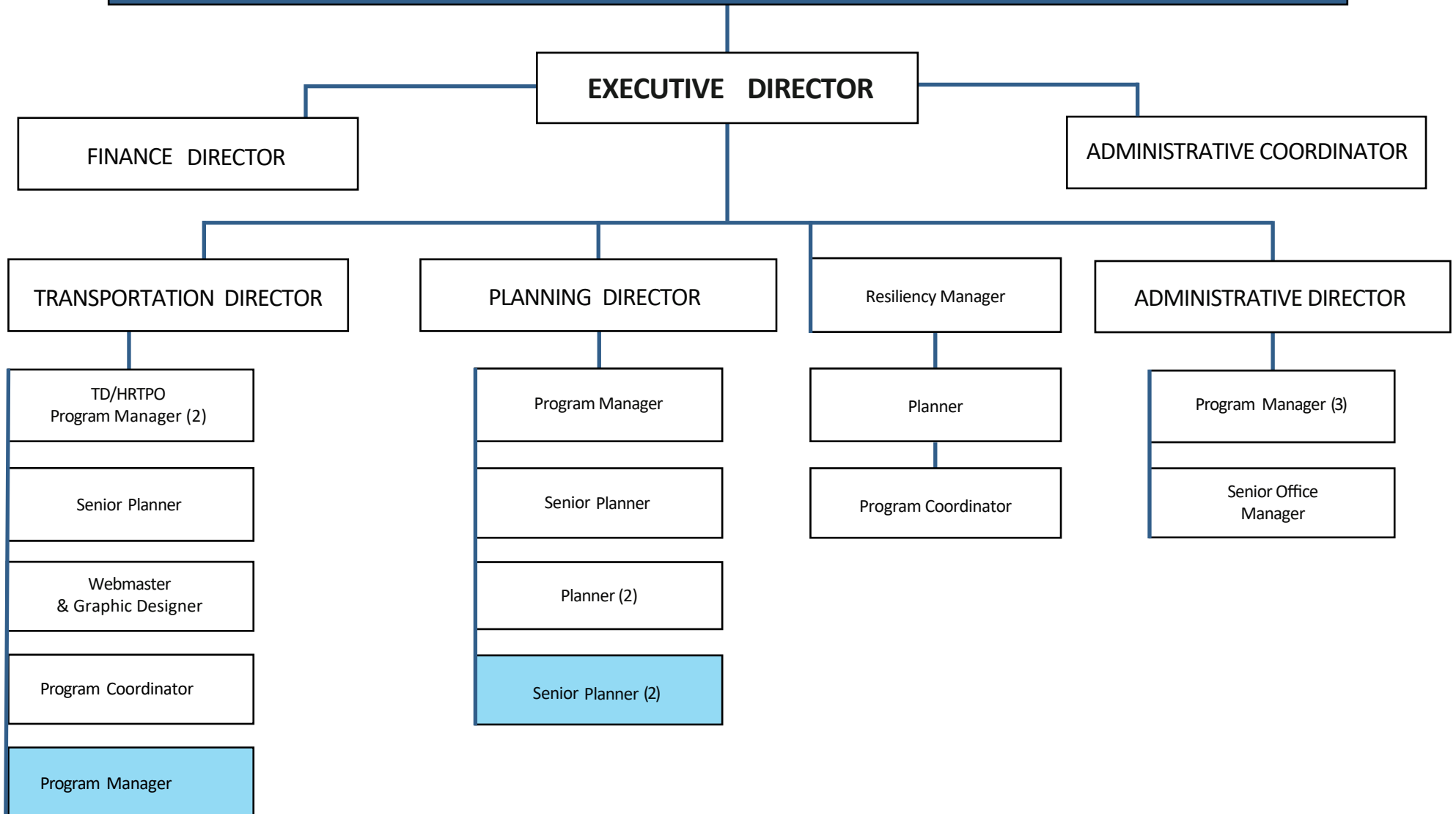
TITLE: Executive Director

SIGN: _____

DATE: _____

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CENTRAL FLORIDA REGIONAL PLANNING COUNCIL BOARD



Part-time Position

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Agenda Item #5
**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:	#5A: Resolution 2023-6A

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 2023-6A**

Authorizes Jennifer Codo-Salisbury, 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.

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Exhibit #5

RESOLUTION 2023-6A

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) _447486-1-84-02_ is approved.
2. That Jennifer Codo-Salisbury, Executive Director, or their designee 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 14th DAY OF JUNE 2023.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Keith Keene, Chair

ATTEST:

COUNCIL ATTORNEY:



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Agenda Item #7
Local Emergency Planning Committee (LEPC)
Grant Agreement for FY 2023 24

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#7: 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, 2023 through June 30, 2024.

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Attachment A
Budget and Scope of Work

Budget

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of \$77,000.00.

Task	Budgeted Amount	Percent
1: LEPC Meeting Support	\$20,020.00	26%
2: SERC Meetings & Conf.	\$7,700.00	10%
3. EPCRA Presentations	\$4,620.00	6%
4: Public Avail. of Info Notice	\$2,310.00	3%
5: LEPC Emergency Plan	\$6,930.00	9%
6: Technical Assistance	\$8,470.00	11%
7: Hazmat Exercise	\$20,020.00	26%
8. Training Coordination	\$2,310.00	3%
9. Quarterly Progress Report	\$4,620.00	6%
10. Provide Mutual Aid during a State of Emergency	\$0.00	0%
TOTAL	\$77,000.00	100%

This is a cost reimbursement 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 or deliverable.

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 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.

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

Tasks are due quarterly and shall be submitted to the Division's Salesforce platform on the Deliverable object, along with the Recipient's Quarterly/Closeout Report as a single deliverable. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of task completion. Cover sheets shall be submitted to organize the information and supporting documents by task.

Following review and approval of the deliverable by the Division's assigned Grant Manager, the Recipient shall submit an invoice request on the Division's Salesforce Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the "Deliverable" field, and upload either their full Quarterly Report submission or the completed Attachment G – LEPC Quarterly Report/Financial Invoice/Closeout Form.

Instructions for utilizing Salesforce will be provided as a Salesforce External User Guide.

Where appropriate and where requested by the Division's Grant Manager, the Quarterly Report/deliverable submission shall include cover sheets for each task which include task supporting documentation.

Reimbursement request must be correctly submitted to the Division prior to the end of the availability of funds, at the latest by the end of August (August 31st) following Quarter 4.

Deliverables

Deliverables shall be submitted in quarterly reports which consist of Attachment G and any supporting documentation or supplementary attachments required by each task performed.

Quarterly report deliverable period of performance and due dates are as follows:

- Quarter 1: July 1-September 30. Quarter 1 Report due October 30.
- Quarter 2: October 1-December 31. Quarter 2 Report due January 30.
- Quarter 3: January 1-March 31. Quarter 3 Report due April 30.
- Quarter 4: April 1-June 30. Quarter 4 Report due July 30.

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.

Supporting documentation: 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.

Supporting documentation: : 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, 2024: 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.

Supporting documentation: 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).

Supporting documentation: Updated LEPC Hazardous Materials Emergency Response Plan and approval documentation. Please post the LEPC Emergency Response Plan to the Division's SharePoint site for review by the SERC, in addition to posting in a Salesforce deliverable as is normal procedure.

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.

Supporting documentation: Technical Assistance Activity Log, which will be sent as an accompanying excel file or fillable pdf

TASK 7: Hazmat Exercise, Planning Project, or EOC activation

Weighted Value = 26%

I Hazmat Exercise

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.

Supporting documentation: 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.

Supporting documentation: 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.

Supporting documentation: 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 region. 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.

Supporting documentation: 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.

III EOC Activation

To fulfil this task, LEPC staff must be activated in support of a local government in the event of an emergency, and not receive compensation for staff time and support. This option would reimburse the LEPC staff time up to the task amount limit.

Supporting documentation: written documentation from an official with the local government signing off on the hours worked, and timesheet showing hourly rate of staff member.

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 CBRNE Training, WebEOC Training, Homeland Security Exercise and Evaluation Program (HSEEP), Active Shooter Training, etc.

Supporting documentation: Provide detailed documentation for training course(s) planned and coordinated quarterly within the region. 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 15th 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.

Supporting documentation: Completed LEPC Quarterly Report/Financial Invoice/Closeout Form (Attachment G) submitted with corresponding LEPC Technical Assistance Activity Log (Attachment H).

TASK 10: Provide Mutual Aid during a State of Emergency

Weighted Value = 0%

During a declared State of Emergency, LEPC may 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 a State of Emergency, then this deliverable is satisfied.

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 by the due date shall result in the following penalty:

- There will be a 30-day grace period to turn in deliverables after their due date. Following this 30-day grace period, the deliverable payment amounts due to the Recipient will be reduced by 25%. Subsequent 25% reductions 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.

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Agenda Item #8
Hazards Analysis (HA)
Grant Agreement for FY 2023 24

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#8: 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, 2023 through June 30, 2024.

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Attachment A
Budget and Scope of Work

Budget

1. First Payment (40% of Contract Amount)	\$ _____
2. Second Payment (40% of Contract Amount)	\$ _____
3. Final Payment (20% of Contract Amount)	\$ _____
 TOTAL AMOUNT	 \$ _____

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right-to-Know Act (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 Governor appointed individuals who represent the interests of State and local government, emergency services, industry, and the environment.

A portion of EPCRA is the requirement to perform Hazards Analyses (HA) of chemical facilities with Extremely Hazardous Substances (EHS). FDEM has provided the HA Grant Program to ensure this requirement is met by providing assistance to grant recipients. This requirement falls on the Local Emergency Planning Committees (LEPCs) which were created by EPCRA, however in addition to LEPCs, FDEM offers the grant to Florida Counties who wish to perform their own HAs due to Florida's Home Rule status.

The Grant Recipient will provide completed and approved HA data to local LEPCs and first-responders to enhance information flow and enhance the safety of responders to an emergency which includes a facility with EHS chemicals.

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 guidance documents listed below, unless otherwise stated by the Division's HA Grant Manager. The primary guidance document is the Attachment J Hazards Analysis Guidance and Information. Other guidance documents are the HA How-To Guidance Document created by the SERC's HA Working Group, 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>.
- C. Consult the Tier II Report in E-Plan prior to any on-site visits. Compare the E-Plan Tier II Report with information in CAMEO Data Manger files. Discuss any discrepancies with Facility Representatives during the on-site visit.
- D. Conduct an on-site visit at each Attachment H facility to ensure accuracy of the Hazards Analysis. 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 Deliverables. All Deliverables shall be submitted through the Division's Salesforce portal.
- F. Financial Activities – See Deliverables. All financial activity requests (invoices) shall be submitted through the Division's Salesforce portal.

Deliverables

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.

Deliverable	Requirement	Due Date	Price	Financial Consequences
1	<ul style="list-style-type: none"> Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, Attachment G Financial Invoice Form, Attachment K Forms, and Attachment L Forms (<i>when applicable</i>) to Salesforce Deliverable object and submit for approval. FDEM's Grant Manager can use Attachment M HA Deliverable Review and Comment Form to provide feedback if a deliverable needs correction 	December 1, 2023	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	<ul style="list-style-type: none"> Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, Attachment G Financial Invoice Form, Attachment K Forms, and Attachment L Forms (<i>when applicable</i>) to Salesforce Deliverable object and submit for approval. FDEM's Grant Manager can use Attachment M HA Deliverable Review and Comment Form to provide feedback if a deliverable needs correction 	April 1, 2024	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	<ul style="list-style-type: none"> Provide completed Hazards Analysis (HA) (CAMEO Data Manager zip file) to the Local Emergency Planning Committee (LEPC) (<i>if applicable</i>) and provide FDEM with notification of transmittal. Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. Upload the final "<i>approved</i>" CAMEO Data Manager zip file into Salesforce. Use naming convention (County name, Final HA, Year). 	June 1, 2024	20% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
	<ul style="list-style-type: none"> Upload completed Attachment I Close-Out Report Form to Salesforce. 	30 days following contract completion		

Deliverables shall be submitted to the Division's Salesforce platform on the Deliverable object. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

FDEMs Grant Manager can use Attachment M via the Salesforce Deliverables object to provide review and comments of the deliverable submission while deliverable is undergoing review.

Following review and approval of the deliverable by the Division's assigned Grant Manager, the Recipient shall submit an invoice request on the Division's Salesforce Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the "Deliverable" field, and the completed Attachment G – Financial Invoice Form.

Note that to receive payment, all Financial Activities must be submitted and approved by the Division by the end of the first September following the end of the period of performance.

Instructions for utilizing Salesforce will be provided as a Salesforce External User Guide.

Financial Consequences

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

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

Failure to submit deliverables by their due date shall result in the following penalty:

There will be a 30-day grace period to turn in deliverables after their due date. Following this 30-day grace period, the deliverable payment amounts due to the Recipient will be reduced by 25%. Subsequent 25% reductions 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.

Agenda Item #9
Hazards Materials Emergency Preparedness (HMEP)
Contract for FY 2023 24

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	#9: 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, 2023 and ends September 30, 2024.

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Attachment A
Budget and Scope of Work

Budget

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of:

Category	Budgeted Amount
1: Allowable Training and Planning Expenditures	\$55,935.05
TOTAL	\$55,935.05

NOTE: The required Soft Match for this agreement is: **\$13,983.74**

This is a reimbursement grant agreement to accomplish the scope identified in the laws, statutes, regulations, and this Agreement. It is not subject to adjustment due to the actual cost experience of the sub-recipient in the performance of the deliverables and requirements listed in the agreement. Prior to payment, tasks, deliverables, and reimbursement requests are subject to review and acceptance by Florida Division of Emergency Management.

Purpose

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, 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 intent of this Grant is to fulfil the PHMSA Grant Requirements, provide training to first-responders, and planning support for hazmat transportation related accidents/incidents.

This grant agreement is a Federal pass-through grant agreement, with the Florida Division of Emergency Management being the pass-through agency and the grant recipient serving as the sub-recipient.

Scope

The sub-recipient will use the award amount to reimburse expenditures in two spending categories, training and/or planning. All training and/or planning expenditures must conform to the Hazardous Materials Grant Program HMEP Expenditures Guide by the U.S. Department of Transportation. A copy of the HMEP Expenditures Guide will be provided to the sub-recipient along with the grant agreement.

Training is provided to first-responders and LEPC staff to ensure training of public sector HazMat response personnel for transportation related spills, releases and/or fires. Training category courses will consist of all courses listed on Attachment I PHMSA Pre-Approved Training List.

Planning consists of one of the five planning project options listed below.

Option 1: Training Needs Assessment Survey and Analysis

- a) Utilize an Assessment Survey Questionnaire (approved by the Division), to ascertain the response needs of known response entities for Extremely Hazardous Substances in the region. The survey should include, but is not limited to existing:

- 1) Need for hazardous materials response equipment.
 - 2) Need for specific hazardous materials response training courses/activities.
 - 3) Need for additional hazardous materials trained personnel, including level of expertise.
- b) Submit a list of agencies that will be targeted to receive the Training Needs Assessment Survey.
 - c) Distribute the Training Needs Assessment Survey package to public sector first-responders within the LEPC region.
 - d) Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the assessment(s) or survey(s).
 - e) 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

- a) Carry out a placard survey of trucks carrying EHSs within LEPC Region. 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) Prepare and submit to the Division a report of the findings and data collected, including any recommendations regarding the analysis.
- d) Provide this report to all relevant county Emergency Management Directors within the LEPC District
- e) Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan.

Option 3: LEPC Exercise

- a) Develop and conduct an exercise of the LEPC Hazardous Materials Emergency Response Plan that tests a minimum of two (2) functional areas (e.g., communications, evacuation, resource management, etc.); or 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.).
- b) Meet with local emergency management staff and local emergency response officials within the region 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) Explain exercise goals and objectives.
- 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
- d) Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan.

Option 4: Develop Response Procedures for Incidents Involving the Transportation of Extremely Hazardous Substances

- a) Identify the types, amounts, frequency, and routes of EHSs transiting the LEPC district. Preferably this will be done through a Commodity Flow Study.
- b) Identify the equipment necessary to respond to each EHS should there be a worst-case scenario derailment or roll-over.
- c) 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.
- d) Note any gaps which exist in equipment necessary to respond to each EHS, and equipment owned by response personnel in the district.
- e) Formulate the estimated time to respond to 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, create or update Standard Operating Procedures (SOP) and / or Guidelines (SOG).
- g) Incorporate the results of this Planning Project into the annual update of the LEPC's Hazardous Materials Emergency Response Plan.

Option 5: General Planning Expenditures

When utilizing General Planning Expenditures option, submit for reimbursement under the topic which corresponds to the main objective. For example, if in the process of Enhancing Hazardous Materials Plans you make a supply purchase, submit as a supply purchase under Enhancing Hazardous Material Plans. If the main objective is to purchase Equipment and Supplies for First Responders, list under Equipment and Supplies. General Planning Expenditures topics and specific examples are as follows:

Enhancing Hazardous Materials Plans

- Developing, improving, and implementing emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986
- Workshops, drills, and exercises associated with hazmat emergency plans
- Risk assessments to enhance plans
- Capability assessments that evaluate the ability for first responders, non-governmental organizations, and other involved stakeholders to respond to a hazmat emergency
- Gap analysis to enhance planning objectives
- Improving interagency interoperability to better respond to and mitigate hazmat incidents
- Determining commodity flow transportation patterns of hazmat and developing and maintaining a system to keep such information current
- Assessing the need for regional hazmat emergency response teams
- Providing technical staff to support planning efforts
- Aerial photography for use with Commodity Flow Study research

Equipment and Supplies

- Computer equipment dedicated to HMEP Grant activities (use for operations purposes not allowable)
- Supplies and equipment required for HMEP-funded exercises and activities
NOTE: Equipment is defined as tangible, non-expendable personal property with a unit acquisition cost of \$5,000 or more and a useful life of more than one year. All equipment not meeting these criteria are defined as supplies.

Planning Courses

- Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) §§ 301 and 303

(Title 42 U.S.C. Chapter 116)

- Hazmat transportation emergency preparedness and response courses
- Hazmat risk analysis
- Commodity Flow Study courses
- Regional Response Strategy Selection courses

Conferences and Meetings

- Florida HAZMAT Symposium
- National Association of SARA Title III Program Officials (NASTTPO)
- TRANSCAER
- International Association of Fire Chiefs (IAFC), International Hazmat Conference

Requirements

All activities of this grant agreement must be in compliance with 2 CFR. §200.

All activities of this grant must be completed by the end of the Period of Agreement.

Quarterly reports must be submitted every quarter.

This grant agreement has a soft match requirement. Soft match shall be submitted to the Division using Attachment J - Form 3 Soft Match Worksheet. If soft match is not submitted regularly and at an appropriate rate to meet the sub-sub-recipients match requirement, financial consequences can be enacted as listed under Financial Consequences.

Any goods or services expenditures of this grant agreement must comply with 2 CFR. §200.320. Any goods or services expenditures of this grant agreement which qualify as micro-purchases under 48 CFR part 2, subpart 2.1, generally under \$20,000, may be purchased with informal procurement methods. Any goods or services expenditures of this grant agreement which qualify as small purchases under 48 CFR part 2, subpart 2.1, generally under \$250,000, must be purchased with small purchase procedures listed in 2 CFR. §200.320. See (18) PROCUREMENT for more information.

Indirect costs are allowable at the de minimus rate, or a Federally approved rate. Include indirect costs in Course Management Costs and/or Project Management Costs as appropriate.

All deliverables, reports, and financial activities must be submitted on-time and have correctly completed forms according to the form descriptions listed on the forms and Division instructions, as well as supporting documentation per the requirements of this Attachment, particularly the Deliverables section.

The Division will use Salesforce as its Grant's Management platform for this grant. All deliverables, reports, and financial activities (reimbursement requests) must be submitted to Salesforce via the Division's established protocols. These protocols will be sent to the sub-recipient as a Salesforce External User Guide, and additional Salesforce training may be provided to the sub-recipient by the Division.

Deliverables

Deliverable Due-Date Schedule

Deliverables	Due Date
1: Quarter 1 Report	Yearly on February 1 until Closeout
2: Quarter 2 Report	Yearly on May 1 until Closeout
3: Quarter 3 Report	Yearly on August 1 until Closeout
4: Quarter 4 Report	Yearly on November 1 until Closeout
5: Closeout Report	November 30, 2025

Quarterly Reports are the basis for a reimbursement claim under this grant agreement. Quarterly Reports must be submitted at least once quarterly based on the Deliverable Due-Date Schedule; however multiple Quarterly Reports may be submitted per-quarter if the sub-recipient wishes to make additional requests for reimbursement.

At a minimum, a Quarterly Report must contain a correct and complete Attachment J – Form 1 Quarterly Report Cover Sheet. If the sub-recipient wishes to claim reimbursement for Training and/or Preparedness expenses, the sub-recipient's Quarterly Report must also include:

1. A correctly filled-out Attachment J – Form 2 Expenditures Breakdown for the relevant Training or planning activities.
2. Supporting documentation of each Training or Planning activity claimed with the relevant training Course # or relevant Planning Project Option (from Form 2) clearly written in the corner.

Supporting documentation consists of receipts, procurement documentation, pay stubs, purchase orders, emails, sign-in sheets, etc. The supporting documentation must be enough to verify the veracity and appropriateness of an expenditure and its connection to allowable activities. All supporting documentation must have a unique Training Course # or relevant Planning Project Option (from Form 2) written in the corner for tracking and verification purposes.

Attachment J Form 2 is a rolling yearly document which should contain all expenditures for the Federal Fiscal Year, with expenditures added every quarter. Each FFY the sub-recipient should start with a blank Form 2.

To correctly fill-out Attachment J Form 2 Training Activity, the sub-recipient must assign each training course a unique training Course #, starting at 1 and ascending (2, 3, 4, etc.). This is for tracking and verification purposes. This Course # will be unique for the purchase and must be written on the corner of supporting documentation. After assigning a Course #, the sub-recipient will need to fill-out the relevant information for the Course (costs, dates, etc). If the course costs are split between two quarters, indicate Yes (Y). Other instructions are on the form.

To correctly fill-out Attachment J Form 2 Planning Activity, the sub-recipient must fill in the relevant Planning Category Option listed in this Attachment. This Planning Option must be written on the corner of supporting documentation. The sub-recipient will need to fill-out the relevant information for the Planning Project (costs, dates, etc). If the project costs are split between two quarters, indicate Yes (Y). Other instructions are on the form.

The sub-recipient's Quarterly/Closeout Reports shall be compiled by the sub-recipient into a single document wherever possible when submitting for deliverable and financial activity approval. Form 2 can be submitted as a PDF within this single document, however it must be included as an excel document. Form 2 as an excel document is used by the Division to complete required Federal progress reports.

Attachment J - Form 3 Soft Match Worksheet will be used to meet the sub-recipient's soft match requirement. Form 3 should be submitted when appropriate after Forms 1 and 2 in the Quarterly Report. If soft match is not submitted regularly and at an appropriate rate to meet the sub-sub-recipients match requirement, financial consequences can be enacted as listed under Financial Consequences.

Attachment J - Form 4 POI (Plan of Instruction) will be used to submit training courses to the Division for approval which are not already listed on Attachment I. The Division will need to gain approval from PHMSA for the course before the sub-recipient may perform HMEP expenditures related to this course. A Form 4 can be submitted in a Quarterly Report, or outside a Quarterly Report at any time to the Division's Grant Manager.

Attachment J - Form 1 will be used for the Agreement Closeout. When using for closeout, write in the narrative the sub-recipient is requesting closeout, and note that the sub-recipient has received payment from the Division for all approved financial activities.

Salesforce

Deliverables shall be submitted on the Division's Salesforce platform in the Deliverable object. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

Following review and approval of the deliverable by the Division's assigned Grant Manager, the sub-recipient shall submit a reimbursement request on the Division's Salesforce Platform on the Financial Activity object. In the Financial Activity, the sub-recipient shall attach their approved deliverable in the "Deliverable" field, and either upload the full Quarterly Report deliverable submission into financial activity files, or upload just Form 1, whichever is preferable for the sub-recipient.

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 a quarterly report deliverable will result in the following penalty:

- Rejection of all financial activity reimbursement requests for any subsequent quarterly report deliverables.

Failure to submit and receive approval of deliverables by the due date will result in the following penalty:

- Reduction of the financial activity payment amount to the sub-recipient by 10% for each forty-five (45) calendar day period in which the deliverable is not submitted and approved following the due date.

Failure to submit soft match at least once per federal fiscal year, if more than one reimbursement is requested by the sub-recipient in the year, will result in the following penalty:

- Reduction of the next deliverable/financial activity payment amount to the sub-recipient by 10%

If, because of circumstances beyond the sub-recipient's control, the sub-recipient is unable to successfully perform a task required by this Agreement, then the sub-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 sub-recipient, then the Division will consider waiving the imposition of a financial consequence.

If it becomes clear to the Division the sub-recipient will not expend the full award amount, the Division will consult the sub-recipient. If after 15 days from initially consulting with the sub-recipient the matter is not settled, the Division may withdraw the part or all of the outstanding award amount.

Agenda Item #10
Contract for Technology Services

Actions Requested:	Authorize Executive Director to Sign and Administer IT Services Agreement
Exhibits:	#10: Summary of Services

Contract for Technology Services

The Council utilizes an information technology (IT) company to provide support for the staff's computer system and network. On April 7, 2023, the Central Florida Regional Planning Council issued a Request for Qualifications (RFQ) and Price Proposals for Information Technology (IT) Consulting Services from July 1, 2023 through December 31, 2024 (18 months). Responses to the Council's Request for Proposals to provide IT services were received in May. Seven firms submitted proposals. Thrive met all of the qualifications and requirements.

Staff recommends Thrive to provide IT services.

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SELECTION INFORMATION FOR TECHNOLOGY FIRM

On April 7, 2023, the Central Florida Regional Planning Council issued a Request for Qualifications (RFQ) and Price Proposals for Information Technology (IT) Consulting Services from July 1, 2023 through December 31, 2024 (18 months). Seven firms submitted proposals. A summary of the information provided by two top qualifying firms is included in the table below.

The requested services consist of providing Information Technology services in full support of a staff of approximately twenty-four (24) as follows:

- 1) Provide off-site data replication up to 4 TB.
- 2) Provide 24-hour, 7-day per week monitoring and alerting for the CFRPC's networks.
- 3) Provide anti-virus management and software.
- 4) Provide backup and recovery services.
- 5) Provide network security management services.
- 6) Provide firewall monitoring and management.
- 7) Provide overall network management support.
- 8) Provide event log monitoring and alerting services.
- 9) Provide patch and license management.
- 10) Provide inventory services.
- 11) Provide unlimited help desk support.
- 12) Provide troubleshooting and recommendations for all hardware and software.
- 13) Other services as may be requested.

Table 1: Summary of Firm Proposals for IT RFQ		
	Thrive	One Support
Office Location	Lakeland	Texas
<i>Cost Estimates</i>		
Day to Day Services – contract* (18 months)	\$69,728.04	\$78,975.00
<i>Day to Day Services – per month</i>	\$3,873.78	\$4,387.50
One-time fees (equipment, on-boarding, other)	\$5,000.00	\$8,060.00
Estimated Total Costs (for 18 months)	\$74,728.04	\$91,422.50

* Agreement will be from July 1, 2023 through December 31, 2024 (18 months).

Staff Recommendation: Staff recommends initiating a contract with Thrive.

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MONTHLY ACTIVITY REPORT: May 2023

Exhibit #12

RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Developed the Florida Regional Councils Association (FRCA) Newsletter, *FRCA Forward*.
- Updated the email lists for and maintain the email listserv for approximately 2,700 individuals who receive *FRCA Forward*.
- 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 shared information:
 - Tampa Bay Regional Resiliency Summit
 - Florida Housing Coalition/Sadowski Coalition Working Group
 - Coordination calls with the Florida Department of Environmental Protection and RPC Resiliency and GIS Staff

ASSOCIATION MANAGEMENT

- Organized, hosted and attended working group sessions for RPC staff in program areas including Resiliency, Finance and Geographic Information Systems.
- Organized and participated in the May FRCA Executive Directors Advisory Committee (EDAC) Meeting.
- Continued to coordinate logistics and prepare for the 2023 summer conference schedule.
- Distributed the final FRCA Bill Report, grant opportunities and information of interest from local, state and national organizations.