



Central Florida Regional Planning Council

Meeting Agenda



Wednesday, June 12, 2024 | 9:30 a.m. to 11:30 a.m.

How to Attend:	In Person:	Florida Department of Citrus 605 E. Main Street Bartow, FL 33830
50 Years Reception		Please join us for a reception with light refreshments immediately following the Council Meeting. The reception will be held just 3 minutes away at: CFRPC office 555 E. Church Street Bartow, FL 33830

Call To Order – Chair Nathaniel Birdsong

- 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) April 2024 Financial Report

Actions Requested:	Approval by Council
Exhibits:	#2A: April 10, 2024 Council Meeting Minutes - Page 5 #2B: April 2024 Financial Report - Page 9

3) Finance Committee Recommendations

The Finance Committee met on May 20, 2024, to review the annual budget items and is recommending approval of the following.

Actions Requested:	Approval by Council
Exhibits:	#3A: Member Assessments for FY 2024-25* - Page 15 #3B: Budget Amendment for FY 2023-24* - Page 17 Proposed FY 2024-25 Annual Budget* - Page 17 #3C: FY 2023-24 Audit Engagement Letter* - Page 21 #3D: Emergency Mgmt. Deployment Agreement* - Page 41
Items with Asterisk*	Require separate Council action

4) CFRPC 50th Anniversary Presentation

The Central Florida Regional Planning Council is celebrating the 50th Anniversary of its formation to serve the Counties of DeSoto, Hardee, Highlands, Okeechobee, and Polk. Staff will review planned activities recognizing this anniversary.

Actions Requested:	Approve 50 th Anniversary Proclamation - Page 57
Exhibits:	4A: Proclamation

5) City of Bartow Activities Report

Mike Herr, Bartow City Manager, has been invited to update the Council on current activities in the City of Bartow.

Actions Requested:	Information only
Exhibits:	None

6) Local Emergency Planning Committee (LEPC) Grant Agreement for FY 2024-25

This is a recurring contract to support the LEPC Region 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, 2024.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement - Page 59
Exhibits:	None

7) Hazards Analysis (HA) Grant Agreement for FY 2024-25

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, 2024.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement - Page 61
Exhibits:	None

8) Hazards Materials Emergency Preparedness (HMEP) Grant Agreement for FY 2024-25

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, 2024.

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement - Page 63
Exhibits:	None

9) Heartland Regional Resiliency Coalition Update

Staff will present an update regarding resiliency activities in the region including vulnerability assessments, critical regional asset inventory, and the August 6th Heartland Resiliency Forum.

Actions Requested:	Information only
Exhibits:	None

10) Florida Department of Environmental Protection (FDEP) Resilience Project Grant

The Heartland Regional Resiliency Coalition (CFRPC) is eligible to receive Regional Resilience Entity (RRE) funding from the Resilient Florida Program (Program). The Program is focused on flood resiliency in the state.

Actions Requested:	Authorize the Executive Director to apply for, execute agreement and administer FDEP Grant
Exhibit:	None

11) Update on Local Government Planning Services and Completed FloridaCommerce Community Planning Technical Assistance 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 FloridaCommerce FY 2023/24 Community Planning Technical Assistance Grants and Competitive Florida Grants.

Actions Requested:	Information Only
Exhibits:	None

12) 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

13) Executive Director’s Report

The Executive Director will report on Council programs.

Actions Requested:	Information Only
Exhibits:	#13: FRCA Monthly Activities Report - Page 67

14) Updates and Announcements from Local Governments and Agencies

CFRPC Board members including Ex-Officio Members will have the opportunity to share updates and activities from their communities and agencies.

15) Next Meeting and Other Business

- A) Next Meeting: **August 7, 2024, at 9:30 a.m. in Highlands County.**
- B) Other Business

16) Adjourn



Please join us immediately following the meeting for a reception with light refreshments at the CFRPC office located just 3 minutes away at:

**Central Florida Regional Planning Council
555 E. Church Street
Bartow, FL 33830**

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

Meeting Minutes

Exhibit #2A

Wednesday, April 10, 2024 | 9:30 a.m.

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

In the absence of the Chair and Vice Chair, Keith Keene was nominated to conduct the meeting as the Chair Pro Tem.

- A motion was made by: Rick Wilson
- The motion was seconded by: Morris Wests
- The motion was approved by unanimous vote.

Keith Keene, Chair Pro Tem, called the meeting to order at 9:30 a.m. Attorney Norman White led the invocation followed by the Pledge of Allegiance.

Roll was called and the following Council Members were in attendance:

Councilman Keith Keene, City of Arcadia Deputy Mayor
 Commissioner Rick Wilson, Polk County
 Commissioner Morris West, City of Haines City, Ridge League of Cities
 Councilman Noel Chandler, City of Okeechobee
 Commissioner Neda Cobb, City of Wauchula
 Commissioner Don Elwell, Highlands County
 Councilman Harrison Havery, City of Sebring
 Commissioner Judtih George, Hardee County
 Commissioner Stephanie Madden, City of Lakeland
 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: Don Elwell
 - o The motion was approved by unanimous vote.



- B) Approval of February 2024 Financial Report
 - A motion was made by: Morris West
 - The motion was seconded by: Noel Chandler
 - 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) Certificate of Appreciation

A certificate was presented to Charles “Buck” MacLaughlin, Ret. Lt. Col., USAF, Avon Park Air Force Range Operations Officer, to express CFRPC appreciation for the tour of the Air Force Range following the February 14, 2024, CFRPC meeting.

5) Military Installation Resilience Review (MIRR) and Compatible Use Plan for the Avon Park Air Force Range (APAFR)

CFRPC staff is working with the Avon Park Air Force Range and the communities surrounding the installation to prepare a MIRR. Sheila McNamara, CFRPC Regional Resiliency Manager provided an overview of the MIRR project goals and outcomes and highlighted the current work being done with key stakeholders. An update was also provided regarding the Compatible Use Plan.

6) FloridaCommerce Community Planning Technical Assistance Grants and Competitive Florida Partnership Grants

FloridaCommerce is anticipated to announce funding availability for both FY 2024/25 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 2024-6A
 - A motion was made by: Rick Wilson
 - The motion was seconded by: Noel Chandler
 - The motion was approved by unanimous vote.

- B) Approval of Resolution 2024-6B
 - A motion was made by: Rick Wilson
 - The motion was seconded by: Neda Cobb
 - The motion was approved by unanimous vote.

7) Request for Qualifications (RFQ) for Continuing Consultant Services

The CFRPC may require the services of consultants to work under a continuing services agreement on various projects. Staff issued a Request for Qualifications (RFQ), reviewed and scored the submittals, and recommended firms to retain. Work is not guaranteed under these contracts but allows staff the ability to procure certain services if necessary, within project budgets.

Approval of list of consultants and authorize Executive Director to negotiate and execute contracts.

- A motion was made by: Morris West
 - The motion was seconded by: Don Elwell
 - The motion was approved by unanimous vote.



8) Heartland Regional Safety Action Plan Update and Demonstration Grant

The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. CFRPC Transportation Manager Richard Ranck provided an update on the SS4A Safety Action Plan development and findings as well as additional funding opportunities.

Approval to authorize the Executive Director to request funding from the Federal Highway Administration to conduct demonstration activities that inform the Safety Action Plan.

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

9) Heartland Regional Transportation Planning Organization (HRTPO) Activities

CFRPC Transportation Director Marybeth Soderstrom presented information on the Heartland Regional Transportation Planning Organization (HRTPO) activities. Marybeth also briefed the Council on transportation bills passed by the Florida Legislature.

10) Executive Director’s Report

CFRPC Executive Director Jennifer Codo-Salisbury provided an overview of Council programs and plans for the celebration of 50 years of CFRPC service to the region.

- Keith Keene and Nathaniel Birdsong attended and participated in the 2024 Southwest Florida Climate Summit that was held on February 28-29, 2024. Highlands County Commissioner Scott Kirouac also participated.
- The Secretary of FloridaCommerce visited the Region. CFRPC staff facilitated a tour covering 6 counties, 15 sites, and 35 partners in two days.
- The 2024 Landowner Assistance Expo will be Tuesday, June 11, 2024, at the Bert J. Harris Jr. Agricultural Center Auditorium in Sebring.

11) Updates and Announcements from Local Governments and Agencies

CFRPC Board members including Ex-Officio Members shared updates and activities from their communities and agencies.

12) Next Meeting and Other Business

- A) Next Meeting: **Wednesday, June 12, 2024, 9:30 am, at the Polk County History Center, 100 East Main Street, Bartow, FL 33830 – Celebrating 50 Years of CFRPC Service**
- B) Other Business – No other business.

There being no further business, the meeting adjourned.

Respectfully submitted,

Keith Keene, Chair Pro Tem



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CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
STATEMENT OF ACTIVITIES FY 2023-2024
For the Month Ended April 30, 2024

Exhibit #2B

UNAUDITED

April = 58%

	ACCRUAL	ACTUAL	Approved Budget	ACCRUAL
	April 2024	April 2024	Budget	% of Budget
ORDINARY INCOME/EXPENSE INCOME				
1 Use of Prior Year Surplus	\$ -	\$ -	\$ -	0%
2 Member Assessments	269,951	260,415	359,935	75%
3 Local Revenue	568,712	582,262	1,712,250	33%
4 State Revenue	417,554	343,362	512,515	81%
5 Federal Revenue	1,458,943	1,756,853	3,390,431	43%
6 TOTAL INCOME	2,715,159	2,942,891	5,975,131	45%
7 EXPENSE				
8 Salaries & Fringe Benefits	1,406,322	1,404,564	3,215,831	44%
9 Consultants	122,218	138,859	662,200	18%
10 Transportation for the Disadvantaged Trips	943,903	1,161,646	1,568,000	60%
12 Accounting/Payroll Services	1,933	1,933	2,500	77%
13 Advertising	9,669	9,718	15,000	64%
14 Audit	33,600	33,600	34,500	97%
15 Auto Expense	7,455	7,821	15,000	50%
16 Building Security	762	381	1,600	48%
17 Dues & Fees	26,057	26,621	55,000	47%
18 Equipment Expense	3,996	4,200	9,000	44%
19 File Management	(332)	(332)	-	0%
20 Insurance	25,638	23,745	40,000	64%
21 Janitorial/Maintenance	7,941	9,409	15,500	51%
22 Legal Fees	21,399	18,342	37,500	57%
23 Meeting Expense	1,172	1,243	15,000	8%
24 Miscellaneous	-	120	1,000	0%
25 Office Supplies	10,423	10,736	15,000	69%
26 Postage & Delivery	661	661	5,000	13%
27 Printing	1,912	1,914	7,500	25%
28 Repair & Maintenance	6,894	9,088	15,000	46%
29 Technology Supplies	24,120	24,723	60,000	40%
30 Telephone	9,962	10,852	20,000	50%
31 Travel & Registration Fees	34,739	39,659	70,000	50%
32 Utilities	3,301	5,145	15,000	22%
33 Capital Outlay - Office & Technology	5,357	5,357	55,000	10%
34 Capital Outlay - Vehicle	-	-	-	0%
34 Capital Outlay - TD Vehicle	-	-	-	0%
35 Capital Outlay - Building	-	-	25,000	0%
36 TOTAL EXPENSE	\$ 2,709,101	\$ 2,950,003	\$ 5,975,131	45%
37				
38 INCOME OVER (UNDER) EXPENSE	\$ 6,058	\$ (7,112)	\$ -	

CASH ON HAND 04/30/2024

Checking Account + Petty Cash	\$ 325,488
Cash Held in Reserve:	
Money Market Account	\$ 276,227
Local Govt Investment Pool	\$ 10,339
Total Cash	\$ 612,055

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CENTRAL FLORIDA REGIONAL PLANNING COUNCIL
STATEMENT OF NET ASSETS
April 30, 2024

	<u>UNAUDITED</u>	<u>ACCRUAL</u>
	ASSETS	
1	Cash	\$ 325,473
2	Petty Cash	15
3	Accounts Receivable	644,939
4	Unbilled Costs	460,420
5	Prepaid Expenses	30,121
6	Fixed Assets	1,022,232
7	Funds Held in Reserve	286,567
8		
9	TOTAL ASSETS	<u>\$ 2,769,767</u>
10		
11	LIABILITIES & EQUITY	
12		
13	Liabilities	
14	Accounts Payable	\$ 588,559
15	Compensated Absences Liability	156,931
16	Deferred Revenue	40,062
17	Total Liabilities	<u>785,552</u>
18		
19	Fund Balance	1,984,215
20		
21	TOTAL LIABILITIES & EQUITY	<u>\$ 2,769,767</u>

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Agenda Item #3
Finance Committee Recommendations

Actions Requested:	Approval by Council
Exhibits:	#3A: Member Assessments for FY 2024-2025* #3B: Budget Amendment for FY 2023-2024* Proposed FY 2024-2025 Annual Budget* #3C: FY 2023-24 Audit Engagement Letter* #3D: Emergency Management Deployment Agreement*
Items with Asterisk*	Require separate Council Action

BACKGROUND: The Finance Committee met on Wednesday, May 20, 2024, and unanimously voted to forward the following items to the Council with a recommendation for approval.

A. Member Assessments for FY 2024-25*

The proposed Member Assessments for FY 2023-2024 are presented for review and approval. Member assessments were set as a per capita rate of 37 cents to be paid for total county population of the previous year (2023) based upon the official population estimates published by the Bureau of Economic and Business Research (BEBR).

B. Budget Amendment for FY 2023-24*

The proposed Budget Amendment #2 for FY 2023-2024 reflects revenue and expense adjustments due changes within the fiscal year and is presented for review and approval.

Proposed FY 2024-25 Annual Budget*

The proposed Budget for FY 2024-25 is presented for review and approval.

C. FY 2023-24 Audit Engagement Letter*

CliftonLarsonAllen, LLP submitted an audit engagement letter to conduct an audit of the basic financial statements of the Central Florida Regional Planning Council, for the year ending September 30, 2024.

D. Emergency Management Deployment Agreement

The CFRPC currently has two staff members who are certified in emergency response and deployment during declarations of emergency. Approving the Florida Division of Emergency Management Statewide Mutual Aid Agreement, will allow the CFRPC to be reimbursed for staff time and expenses when deployed during emergencies.

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

	2022 *	FY 23-24	2023 *	FY 24-25	FY 24-25
	Population	Assessments	Population	Assessments	Quarterly
	Estimates	(37 Cents)	Estimates	(37 Cents)	Amount
DESOTO COUNTY	34,748	\$ 12,857	34,974	\$ 12,940.38	\$ 3,235.10
HARDEE COUNTY	25,544	\$ 9,451	25,645	\$ 9,488.65	\$ 2,372.16
HIGHLANDS COUNTY	103,102	\$ 38,148	104,385	\$ 38,622.45	\$ 9,655.61
OKEECHOBEE COUNTY	39,385	\$ 14,572	39,591	\$ 14,648.67	\$ 3,662.17
POLK COUNTY	770,019	\$ 284,907	797,616	\$ 295,117.92	\$ 73,779.48
TOTAL	972,798	\$359,935	1,002,211	\$ 370,818.07	\$ 92,704.52

Population is based on the Florida Population Estimates: April 1, 2023
*Published by Bureau of Economic & Business Research, University of Florida

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**Central Florida Regional Planning Council
Revenue Budget
FY 23-24 and FY 24-25**

Exhibit #3B

	Approved Budget FY 23-24	Approved Amendment #1 Budget FY 23-24	Proposed Amendment #2 Budget FY 23-24	Proposed Budget FY 24-25	
LOCAL REVENUE:					
1 County (Member) Assessments	\$ 359,935	\$ 359,935	\$ 359,935	\$ 370,818	Increased - Updated population numbers for FY 24/25
2 Hazardous Waste Assessments (SQG)	32,500	32,500	32,500	32,500	
3 Mitigation Grant	55,750	55,750	55,750	132,020	Increased - Based upon grant deliverables
4 PAS Contracts	1,495,400	1,444,000	1,444,000	1,300,000	Decreased - Anticipated PAS contracts for FY 24/25
5 TD Local Planning Assessments	38,000	38,000	38,000	38,000	
6 Interest	1,000	1,000	1,000	1,000	
7 Other Local Revenue	12,000	12,000	56,670	12,000	
8 Local Match for Transportation - Highlands	129,000	129,000	129,000	129,000	
9 Local Match for TD - Vehicles	-	-	-	-	
Total Local Revenue	\$ 1,763,650	\$ 1,712,250	\$ 1,756,920	\$ 1,644,520	
STATE REVENUE:					
Florida Department of Economic Opportunity					
10 Technical Assistance Grant	\$ 115,000	\$ 301,500	\$ 301,500	\$ -	Decreased - Anticipated funding for FY 24/25
Florida Department of Emergency Management					
11 LEPC	70,000	77,000	77,000	77,000	
12 Hazards Materials Planning & Prevention	2,169	1,969	1,969	2,160	Increased - Funding for FY 24/25
Florida Department of Transportation					
13 Commission for TD - Planning	132,046	132,046	132,046	138,423	Increased - Funding for FY 24/25
14 State Match for TD Vehicles	-	-	-	-	
Total State Revenue	\$ 319,215	\$ 512,515	\$ 512,515	\$ 217,583	
FEDERAL REVENUE:					
Department of Commerce					
15 EDA - District Planning	75,000	75,000	75,000	75,000	
16 EDA - Post Disaster Hurricane Ian	125,000	125,000	125,000	40,000	Decreased - Grant ends Dec 2023
Department of Defense					
17 Sentinel Landscape	100,000	100,000	100,000	100,000	
18 MIRR	60,000	350,000	350,000	170,000	Decreased - Grant Ends Jan 2025
19 OLDCC - Compatible Use Plan	-	-	-	-	
Florida Department of Emergency Management					
20 HMEP Planning & Training	55,260	55,260	55,260	55,260	
Department of Transportation					
21 Mobility Management	265,000	265,000	265,000	240,000	Decreased- Funding for FY 24/25
22 TPO Planning - FHWA PL	458,331	458,331	458,331	469,263	Increased - Funding for FY 24/25
23 Section 5339 Vehicles	-	-	23,050	334,343	Increased - Funding for FY 24/25
24 Section 5310/5311 TD Vehicles	-	-	-	-	
25 Section 5305(d) TPO	10,000	40,000	40,000	-	Decreased - Grant ends Sept 2024
26 FDOT - Planning Grant	144,000	144,000	144,000	36,000	Decreased - Grant ends Dec 2024
Section 5311					
27 Admin	209,840	209,840	209,840	197,100	Decreased - Funding for FY 24/25
28 Operating Trips	1,088,000	1,088,000	1,088,000	1,095,000	Increased - Funding for FY 24/25
Section 5310 Operating					
29 Operating Trips	480,000	480,000	480,000	516,000	Increased - Funding for FY 24/25
Total Federal Revenue	\$ 3,070,431	\$ 3,390,431	\$ 3,413,481	\$ 3,327,966	
Fund Balance Transfer	\$ -	\$ -	\$ -	\$ -	
TOTAL REVENUE	\$ 5,513,231	\$ 5,975,131	\$ 6,042,851	\$ 5,560,887	

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**Central Florida Regional Planning Council
Expense Budget
FY 23-24 and FY 24-25**

Exhibit #3B

	Approved Budget FY 23-24	Approved Amendment #1 Budget FY 23-24	Proposed Amendment #2 Budget FY 23-24	Proposed Budget FY 24-25	
1 Personnel	\$ 2,319,559	\$ 2,497,959	\$ 2,497,959	\$ 1,999,708	Decreased - Projected Staffing for FY 24/25
Employee Fringe & Benefits					
2 Payroll Taxes	180,261	202,261	202,261	171,551	Decreased - Projected costs based upon project salaries
3 Insurance Premiums	302,838	317,838	317,838	292,050	Decreased - Projected costs based upon current enrollment
4 Retirement Contributions (457 Plan)	172,773	197,773	197,773	177,735	Decreased - Projected costs based upon current enrollment
Total Payroll	\$ 2,975,431	\$ 3,215,831	\$ 3,215,831	\$ 2,641,044	
5 Consultants/Contracts - EPA Brownfields	-	-	-	-	
6 Consultants/Contracts - Emer Mgt	55,000	55,000	55,000	55,000	
7 Consultants/Contracts - CFRPC Technology	60,000	70,000	70,000	75,000	Increased - Projected increased for FY 24/25
8 Consultants/Contracts - RPCs	377,000	500,000	500,000	300,000	Decreased - Projected costs for FY 24/25
9 Consultants/Contracts - TPO	7,200	37,200	37,200	10,000	Decreased - Projected work for the TPO FY 24/25
Total Consultants/Contracts	499,200	662,200	662,200	440,000	
10 Trip Expense 5311	1,088,000	1,088,000	1,088,000	1,095,000	Increased - Projected trip costs for FY 24/25
11 Trip Expense 5310 Operating	480,000	480,000	480,000	516,000	Increased - Projected trip costs for FY 24/25
Total Trips	1,568,000	1,568,000	1,568,000	1,611,000	
12 Accounting/Payroll Services	2,500	2,500	2,500	3,000	Increased - Projected costs for FY 24/25
13 Advertising	10,000	15,000	15,000	12,000	Decreased - Projected costs for FY 24/25
14 Audit	34,500	34,500	34,500	35,000	Increased - Projected costs based upon current contract
15 Auto Expense	15,000	15,000	15,000	15,000	
16 Building Security	1,600	1,600	1,600	1,600	
17 Dues & Fees	55,000	55,000	55,000	55,000	
18 Equipment Lease & Maintenance	9,000	9,000	9,000	8,400	Decreased - Projected cost based upon current contract
19 File Management	-	-	-	-	
20 Insurance - Auto, Property, Liability	30,000	30,000	30,000	30,000	
21 Insurance - Workers Compensation	10,000	10,000	10,000	10,000	
Total Insurance	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	
22 Janitorial	15,500	15,500	15,500	15,500	
23 Professional Fees	37,500	37,500	37,500	37,500	
24 Meeting Expense	8,000	15,000	15,000	18,000	Increased - Projected costs for FY 24/25
25 Miscellaneous	1,000	1,000	1,000	1,000	
26 Office Supplies	15,000	15,000	15,000	15,000	
27 Postage & Delivery	5,000	5,000	5,000	5,000	
28 Printing	6,000	7,500	7,500	7,500	
29 Repair & Maintenance	10,000	15,000	15,000	15,000	
30 Technology Supplies & Equipment	55,000	60,000	60,000	65,000	Increased - Projected costs for FY 24/25
31 Telephone	20,000	20,000	20,000	20,000	
32 Travel & Registration Fees	60,000	70,000	70,000	70,000	
33 Utilities	15,000	15,000	15,000	15,000	
34 Capital Outlay - Building	25,000	25,000	25,000	25,000	
35 Capital Outlay - CFRPC Vehicle	-	-	-	-	
36 Capital Outlay - TD Vehicles	-	-	67,720	334,343	Increased - Funding for FY 24/25
37 Capital Outlay - Office & Technology	30,000	55,000	55,000	55,000	
Total Capital Outlay	\$ 55,000	\$ 80,000	\$ 147,720	\$ 414,343	
	\$ 5,513,231	\$ 5,975,131	\$ 6,042,851	\$ 5,560,887	
	\$ 5,513,231	\$ 5,975,131	\$ 6,042,851	\$ 5,560,887	
	\$ 0	-	-	-	

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Statement of Work - Audit Services

May 8, 2024

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, 2024.

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 as of and for the year ended September 30, 2024.

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, 2024. 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 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 outlined in the table below:

Service	Fee
Financial Statement Audit and Uniform Guidance Single Audit	\$31,500
Implementation of the New Risk Auditing Standards which includes an increase in information technology testing	\$2,500
Examination of compliance with F.S. 218.415	\$500
Total	\$34,500

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee 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.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the SOW	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

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:

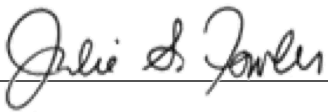
This letter correctly sets forth the understanding of Central Florida Regional Planning Council.

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: May 8, 2024

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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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 period October 1, 2023 to September 30, 2024.

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

Examination services

We will examine your compliance with the Florida Statutes, Section 218.415 during the period October 1, 2023 to September 30, 2024.

Examination objectives

The objectives of our examination are (1) to obtain reasonable assurance about whether the entity complied with the Florida Statutes, Section 218.415, in all material respects; and (2) to express an opinion in a written report about whether the entity complied with the Florida Statutes, Section 218.415, 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 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 Florida Statutes, Section 218.415, 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 Florida Statutes, Section 218.415 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 Florida Statutes, Section 218.415. 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 Florida Statutes, Section 218.415 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 Florida Statutes, Section 218.415. You are responsible for, and agree to provide us with, a written assertion about the entity's compliance with the Florida Statutes, Section 218.415. 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 Florida Statutes, Section 218.415, 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 Florida Statutes, Section 218.415.

You are responsible for the entity's compliance with the Florida Statutes, Section 218.415; 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 Florida Statutes, Section 218.415, 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 Florida Statutes, Section 218.415. 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 included 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,

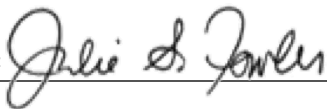
CliftonLarsonAllen LLP

CLA

ORG: CliftonLarsonAllen, LLP

NAME: Julie S. Fowler, CPA

TITLE: Signing Director

SIGN: 

DATE: May 8, 2024

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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STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Exhibit #3D

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____

Agenda Item #4
CFRPC 50th Anniversary Presentation

Actions Requested:	Approve 50 th Anniversary Proclamation
Exhibits:	4A: Proclamation
Actions Requested:	Approve Proclamation

Background:

The Central Florida Regional Planning Council is celebrating the 50th Anniversary of its formation to serve the Counties of DeSoto, Hardee, Highlands, Okeechobee, and Polk.

Staff will provide an overview of planned activities to recognize this anniversary.

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PROCLAMATION

Honoring the 50th Anniversary of the Central Florida Regional Planning Council

WHEREAS, after preliminary work towards formation, the Central Florida Regional Planning Council (CFRPC) was officially created in July 1974; and

WHEREAS, the mission of the Central Florida Regional Planning Council is to provide support to the citizens, cities, and counties of the region in seeking resources and providing planning and programs to serve them; and

WHEREAS, the local governments of DeSoto, Hardee, Highlands, Okeechobee and Polk Counties entered into agreement in 1974 to create an organization known as the Central Florida Regional Planning Council to accomplish this mission; and

WHEREAS, the organization has engaged in economic development strategic planning, emergency preparedness planning, transportation planning including program management for transportation disadvantaged services, intergovernmental coordination, regional resiliency, community visioning, a wide variety of grant management activities, and opportunities to provide public participation in government at all levels; and

WHEREAS, the Central Florida Regional Planning Council over the years has provided planning advisory services and programs to all five counties and 25 cities of the region; and

WHEREAS, the Central Florida Regional Planning Council has served as a forum where leaders from counties, cities, and gubernatorial appointees from region discuss complex issues, provide solutions to common problems, develop strategic regional programs, and build consensus to support the improvement of the region.

NOW, THEREFORE, BE IT RESOLVED, on this 12th day of June 2024, that the Central Florida Regional Planning Council proclaims and celebrates the 50th Anniversary of its official founding to serve the local governments and citizens of the region.

Nathaniel Birdsong, Chair

Norman White, Council Attorney



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Agenda Item #6
Local Emergency Planning Committee (LEPC) Grant Agreement for FY 2024-25

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	None

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, 2024 through June 30, 2025.

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Agenda Item #7
Hazards Analysis (HA) Grant Agreement for FY 2024-25

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	None

Background: Hazards Analysis (HA) Grant Agreement for FY 2024-25

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, 2024 through June 30, 2025.

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Agenda Item #8
**Hazards Materials Emergency Preparedness (HMEP) Grant Agreement
for FY 2024-25**

Actions Requested:	Authorize Executive Director to Sign and Administer the Grant Agreement
Exhibits:	None

Background: Hazards Materials Emergency Preparedness (HMEP) Grant Agreement for FY 2024-25

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, 2024 and ends September 30, 2025.

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Agenda Item #9
Heartland Regional Resiliency Coalition Update

Actions Requested:	Information Only
Exhibits:	None

Background: On April 1, 2022, the Heartland Regional Resiliency Coalition Memorandum of Understanding (MOU) became effective. Through the MOU, the Heartland Regional Resiliency Coalition provides a formal platform for local governments to: work together to create guidelines for the development of resilient communities; learn “Best Practices” from each other and from other regions; and leverage regional resilience efforts to enhance funding and increase competitiveness for securing grants.

The Heartland includes the counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee and Polk.

The CFRPC serves as the platform and facilitator of the Coalition. The CFRPC will host a Heartland Resiliency Summit on Tuesday, August 6, 2024, in Sebring.

Staff will provide updates on current resiliency initiatives in the region.

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MONTHLY ACTIVITY REPORT: May 2024

Exhibit #13

RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Composed and distributed the May *FRCA Forward Newsletter*, collected articles for the March newsletter.
- Updated and maintained the email listserv for approximately 2,350 individuals who receive *FRCA Forward*.
- Updated the FRCA website and social media sites.
- To enhance partnerships, share best practices 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:
 - RPC Finance Working Group Meeting,
 - Economic Development Administration and RPC Economic Development Planner Coordination Meeting
 - Florida Department of Environmental Protection Resiliency Florida Coordination Meeting.
 - Rural Infrastructure Fund Informational Meeting.
 - Resiliency Florida Conference Planning Meeting.

ASSOCIATION MANAGEMENT

- Hosted the May FRCA Executive Directors Advisory Committee (EDAC) meeting.
- Continued development of Articles of Incorporation for the Association.
- Attended meeting of the Emerald Coast Regional Council Executive Committee.
- Hosted working group meeting for FRCA Association Director position.
- Organizing RPC Presentation for upcoming SWFRPC Board Meeting.
- Prepared for the Florida Association of Counties Annual Conference being held June 24 – 27th in Orlando.
- Continued to coordinate logistics for the 2024 meeting and conference schedule.
- Shared, grant opportunities and information of interest from local, state and national organizations.