



Council Meeting Agenda

Wednesday, September 15, 2010
10:00 am

309 Cranes Roost Blvd., Suite 2000 Altamonte Springs, Florida 32701

I. Call to Order and General Business

- Call to Order – Chair, Mary Martin - Vice Mayor, City of Port Orange
- Roll Call –

II. Consent Agenda

- July 2010 Minutes – Secretary Daniel O’Keefe (**Attachment 1**)
- July and August Financial Report – Treasurer Elaine Renick (**Attachment 2**)
- MetroPlan ICAR 5 year renewable Cooperation Agreement (**Attachment 3**)

III. Annual Election of Offices – Nominating Committee Appointment

IV. Broadband Planning Proposal – FL Depart. Of Management Services- William Price

V. Statewide Regional Evacuation Study –Tara McCue –Report (**Attachment 4**)

VI. S.B. 360 – Court Case – Jerry Livingston

VII. Director’s Report- Phil Laurien

- a) Task Force on Space Industry Workshop & Economic Development Update
- b) HUD Sustainability Grant Proposal (Revised)Update
- c) SRPP 2060 Plan Update

VIII. Announcements/Comments

- An opportunity for Council members and members of the public to bring up events, issues or other items of interest to the Council.

IX. Adjournment

ATTACHMENT 1

July 2010 Minutes

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

COUNCIL MEETING MINUTES

July 21, 2010

Chair Vice Mayor Martin Presiding

In Attendance:

County Representatives:

Commissioner Nelson, Brevard County
Commissioner Renick, Lake County
Commissioner McLean, Seminole County
Commissioner Carey, Seminole County
Councilwoman Northey, Volusia County

Municipal Representatives:

Mayor Randals, Space Coast League of Cities
Commissioner Sheehan, City of Orlando
Commissioner Krebs, Winter Springs, Tri-County League of Cities, Seminole Co. Representative
Vice Mayor Martin, Volusia County League of Cities

Gubernatorial Appointees:

Mayor Melissa DeMarco, Lake County
Mr. Atlee Mercer, Osceola County
Ms. Melanie Chase, Seminole County
Mr. John Lesman, Seminole County
Mr. William McDermott, Economic Development

Ex-Officio Members:

Ms. Nancy Christman, St. Johns River Water Management District
Mr. Larry Pearson, Representative for Ms. Weaver, South Florida Water Management District
Mr. Jon Moore, Representative for Susan Sadighi, Florida Department of Transportation
Mr. Russell Gibson, City of Sanford

Other Attendees:

Mr. Harry Barley, METROPLAN Orlando
Joel Knapp, Moore Stephens and Lovelace

Members not in Attendance:

Commissioner Bolin, Brevard County
Commissioner Cadwell, Lake County
Commissioner Boyd, Orange County
Commissioner Brummer, Orange County
Commissioner Arrington, Osceola County
Commissioner Hawkins, Osceola County
Mayor Land, City of Apopka
Commissioner Grieb, City of Kissimmee
Mr. Al Glover, Brevard County
Ms. Christa Dixon, Orange County

Mr. Dan O'Keefe, Orange County
Mr. Lonnie Groot, Volusia County

ECFRPC Staff:

Executive Director Philip Laurien
Attorney Jerry Livingston
Mr. George Kinney
Mr. Fred Milch
Ms. Claudia Paskauskas
Ms. Lelia Hars
Tara McCue
Elizabeth Rothbeind
Chris Chagdes
Keith Smith
Karen Heine
Kate Hillman
April Raulerson

I. Call to Order and General Business

Chairwoman Martin called the meeting to order at 10:00 a.m. Ms. Karen Heine called the roll and announced a quorum was present.

II. Consent Agenda

Chairwoman Martin asked for a Motion to Approve the May 2010 Minutes and the May 2010 Financial Report.

Mr. Mercer commented that a minor typo needed to be corrected on page four of the minutes. The May Minutes will be corrected to reflect that change.

Mayor Randels made the Motion to approve the May 2010 Minutes and May 2010 Financial Report and was seconded by: Mr. Mercer.

All were in favor.

Director Laurien asked for a Council Member to make a motion to move the resolution regarding the HUD Sustainability Grant to Agenda Item IV.

Mr. Mercer made the motion to move the resolution regarding the HUD Sustainability Grant to Agenda Item IV. Commissioner Nelson seconded the motion.

All in favor of the motion.

III. Annual Financial Report: William Blend of Moore Stephens Lovelace, PA

Mr. Blend discussed the annual financial report and the audit process. He stated that the Council had received a clean opinion at the end of the audit process and was also clean for the federal single audit that took place.

The Council discussed the financial report and corrective actions for the segregation of duties done in 2009-2010 that Mr. Blend approved in the Annual Financial Report.

Mr. Blend also went over the Communication Letter, highlighting how the audit was performed, the standards and the findings.

IV. Presentation- Director Laurien

A. Grant Request- Space Coast- President's Task Force in Space Industry, Workforce, and Economic Development.

Director Laurien gave the Council an update on two major projects. He spoke about the Task Force on Space Industry and Economic Development. Director Laurien discussed the task force goals along with the economic strengths of the Space Coast. Director Laurien explained that the request that the Council Staff presented at the July 6th Task Force meeting is being forwarded to Washington, D.C. for funding consideration. He concluded that the funding for this project will come from a separate source than the HUD grant funding, which is why there will not be a HUD grant related to Brevard County and the Space Coast.

Chairwoman Martin called for questions and the council discussed the feasibility of this project and the studies previously done for this area on this topic. The Council discussed the ways that funding could be matched or other sources of funding. Director Laurien talked about the timeline of this project: this presentation that was given at the task force meeting was informal, and if the Council Staff's proposal makes the final cut then they will get to make a formal application for EDA Funding.

B. HUD Sustainable Regional Planning Grant

Director Laurien spoke about the HUD Sustainability Grant Proposal. He gave a brief presentation to the Council on the SunRail Stops Future Land Use Inventory, stressing that regional applications were preferred and that a planning council can apply for only one grant, which is also why the Council Staff is seeking funding elsewhere for the Space Coast Task Force project in Brevard County.

Director Laurien mentioned the possibility of applying for this grant as a "super region" by joining forces with the Tampa RPC and the Central Florida RPC to apply for this funding that would go to funding the SunRail Stops and High Speed Rail stops in these regions.

Mr. Harry Barley, the Executive Director of METROPLAN, made a comment about the implementation of SunRail and optimizing the investment that is being made in the creation of SunRail. He talked about the importance of positioning SunRail as the first piece of the larger transit system. Mr. Barley also briefly talked about future rail projects, and future sources of funding, stressing the big picture of a regional transit system.

Director Laurien talked briefly about the phases of SunRail and discussed buffer analysis, and future land use surrounding these stations including appropriate densities and FARs (Floor Area Ratios.) He concluded by mentioning the upcoming meeting in Tampa where the three councils will decide whether they will work together on this grant.

Chairwoman Martin called for questions and the Council discussed the future changes that are being made to future land use at some of the SunRail stops mentioned in Director Laurien's presentation.

The Council also talked about a possible partnership with both Tampa and the Central Florida RPC and TOD Overlays.

Commissioner Carey asked what effect Amendment 4 would have on the outcome of this partnership and grant proposal.

Director Laurien replied that it was impossible to know for sure at this point, but that Amendment 4 could mean that it would take more time to get things through, but that there would still be a definite need for station planning.

The Council briefly discussed current comprehensive plan amendments and future land use as it relates to Amendment 4.

The Council also discussed the funding of \$50,000.00 that was being asked for with the passage of this resolution so that grant application can be completed with the help of a professional grant writer. The grant request will be for 5 million dollars.

The Council talked about ridership numbers and amount of people that would be served by SunRail.

Mr. Mercer made the motion to support a grant application for the HUD Sustainable Communities Regional Planning Funds, and to allocate up to \$50,000 to hire a professional grant writer to assist the staff.

The Motion was seconded by Councilwoman Northey.

All were in favor.

V. Budget 2010-2011

Director Laurien asked if the Council had any questions on the proposed 2010-2011 budget. The overall expenditures have been reduced for 2011, and salaries remain the same as 2009 and 2010-no raises. Dues were reduced in April 2010, which is part of the reason reserves may be needed to balance the budget.

The Council discussed the budget and Mr. Mercer mentioned the need for the Council to rebuild and reestablish the reserves if reserves are used to balance next year's budget. Commissioner Carey asked about the difference between contract and permanent employees and if contract employees really needed to be converted to permanent employee status. Commissioner Krebs had a question about proposed budgets. The Council briefly discussed budgets and possible bonuses for Council Staff but decided to talk about bonuses later in the meeting since they were not a part of this budget.

Mr. Mercer stressed the need to continue the trend of replenishing the reserve and keeping the reserve high. The Council discussed further the differences between contract and permanent employees. Attorney Livingston said that he previously stated that full time employees who worked on a variety of council business in our office had to be permanent employees.

Commissioner Carey made the motion to adopt the budget if contract employees are kept as such until the Council Attorney has an opportunity to research the legal ramifications of contract versus permanent employees.

The Motion was seconded by Commissioner Krebs.

The Council discussed the new motion and Attorney Livingston stated that he had previously researched this topic and that the contract employees in question are actually permanent employees based on the amount of time that they have been working at the Council and their duties. He said that he would go back and revisit this research and report back to the Council.

Mr. Mercer made a Substitute Motion that the budget should be approved as proposed including converting contract employees to regular employees.

The Substitute Motion was seconded by Commissioner Renick.

Chairwoman Martin asked for a Roll Call Vote and eleven Council Members voted in favor of the substitute motion with three opposed.

The budget passed with a vote of 11 to 3.

The Council then discussed the issue of bonuses. Director Laurien stated that the Council Staff is working significant overtime because of Comp. Plan amendments due to Amendment 4 and grant applications. He suggested that after three years with no raise a \$2,000.00 employee bonus should be considered in October if revenues for 2010 exceed expectations. Commissioner Carey proposed that the Council should wait till the end of the fiscal year to see about bonuses based on the past year's performance.

Director Laurien agreed with this idea and the Council decided to address the issue of bonuses at the beginning of the new fiscal year.

VI. Pension Document (Revised)

Director Laurien discussed the pension committee meeting and the overall interests of the council as it related to the pension document. Director Laurien also discussed revisions to the pension document, recommended by Attorney Livingston and reviewed by himself and Al Glover.

Mr. Mercer made the motion for the pension document to be signed by the chair on behalf of the employer and Director Laurien will sign as the trustee.

The motion was seconded by Commissioner Carey.

All were in favor.

VII. Planning Manager's Report

Mr. Kinney handed out two planning manager reports and he stated that if anyone has any questions that they can contact him at any time. Mr. Kinney briefly discussed comp. plan reviews and said that currently four staff members are working on comp. plans and that this pace is set to continue through November. Mr. Kinney gave an update on the SRPP adoption schedule and mentioned that 350 comments had been received and that they mainly concern policy or word-smithing.

Director Laurien mentioned that the Policy Plan Task Force will be used to vet the initial revisions that are made to the SRPP before bringing the document back to the Council.

VIII. Announcements and Comments

There were no announcements or comments.

IX. Adjournment

There being no further business before the Council, Chairwoman Martin adjourned meeting at 12:00 p.m.

ATTACHMENT 2

July and August 2010 Financial Report

Financial Forecast

Statement of Condition as of July 31, 2010

Cash-in-bank on July 1, 2010		\$2,247,237.01
Deposits and Interest - July 2010	\$85,634.27	
Checks Issued - July 2010	<u>-\$227,234.84</u>	
Cash-in-bank on July 31, 2010		<u>\$2,105,636.44</u>

Financial Forecast for August 2010

Operating Cash August 1, 2010		\$2,105,636.44
Accounts Payable on August 1, 2010		<u>-23,884.00</u>
Net Operating Cash for August 1, 2010		\$2,081,752.44

Anticipated Revenue/Expense for August 2010:		
Accounts Receivables (Revenues)	\$54,475.57	
Accounts Payables (Expenditures)	<u>-87,882.06</u>	
Net Anticipated Revenue/Expense		<u>-33,406.49</u>
Anticipated Operating Cash for September 1, 2010		<u>\$2,048,345.95</u>

East Central Florida Regional Planning Council
 Financial Report
 July 2010

Project:	General	DRI Reviews	FY10 DCA General	FY11 DCA General	FY10 LEPC Staff Support	FY11 LEPC Staff Support	FY10 LEPC Staff Support	FY11 LEPC Staff Support	FY10 Haz Mat Emrg Preparedness	FDOT Cont't & Imp of CFGIS	Regional Evacuation Study	USDC EDA/CEDS FY08-FY09	REMI Seminole County Public Schools	17-92.2 Seminole County	Casselberry Intersection 17-92 & 436	SR 50 Corridor Study	Cape Canaveral Visioning	Palm Bay Sign Code
REVENUES																		
Revenues Paid:																		
Member Assessments	579,209.00																	
Member REMI Contributions																		
Federal																		
State		287,335.11			21,591.44				3,727.30	33,809.87	30,612.50	31,690.13				7,500.00		
Local																		
DRI Fees	116,505.24												5,000.00	99,100.00				6,000.00
Other	15,258.15																	
Total Revenues Received	594,467.15	116,505.24	287,335.11	0.00	21,591.44	0.00	0.00	3,727.30	33,809.87	33,809.87	30,612.50	31,690.13	5,000.00	99,100.00	0.00	7,500.00	0.00	6,000.00
Account Receivables:																		
Member Assessments																		
Federal																		
State			24,123.32		17,725.94	1,083.62		13,772.07		172.32		22,705.98				15,500.00		
Local/Other												2,368.85						
Total Accounts Receivables	594,467.15	116,505.24	287,335.11	24,123.32	39,317.38	1,083.62	17,499.37	17,499.37	33,982.19	33,982.19	30,612.50	56,764.96	5,000.00	99,100.00	0.00	23,000.00	0.00	6,000.00
EXPENDITURES																		
Salaries	242,738.30	52,869.95	219,849.47	13,967.41	17,790.24	632.36	5,039.15	8,196.33	32,792.91	32,569.87	32,792.91	32,569.87	3,548.97	21,981.60	273.37	14,884.48	7,219.25	2,124.61
Fringe Benefits (Pool)	75,822.23	17,042.16	65,588.67	4,315.67	5,017.97	174.53	1,343.99	2,235.15	10,575.86	10,548.81	10,575.86	10,548.81	1,149.45	6,193.21	88.54	4,070.11	2,234.23	642.44
Indirect Cost (Pool)	92,974.47	20,404.40	83,307.47	5,336.09	6,656.77	235.50	1,862.97	3,044.52	12,657.54	12,584.54	12,657.54	12,584.54	1,371.27	8,223.06	105.62	5,532.05	2,759.08	807.59
Unemployment Comp	3,025.00																	
Audit Fees																		
Advertising/Regional Promotion	50.00																	
Computer Operations	8,845.84																	
Dues	3,339.74																	
Equipment	9,739.37																	
Graphics	8,801.65	327.24	11,835.84	265.31	258.15	20.49	598.25	1,000.00	2,469.50	41.63			1.46	681.61	364.63	385.58	2.17	
Inter-Regni Bd Relations	36,957.30																	
Legal	806.01																	
Office Supplies	1,168.77	295.60	762.46	4.13	690.78	4.13	15.94	6.19	569.66									
Postage	1,222.87		4,176.22		376.66				153.61							2.44		
Publications																		
Recruiting																		
Rent																		
Equipment Rent & Maintenance																		
Staff Training	6,213.25		75.00															
HMEP Training			350.00		225.00													
Taxes, Sales/Property	17.00				2,259.67		7,744.33											
Telephone																		
Travel	11,705.50	91.28	3,258.35	211.72	1,613.54	20.74	894.74		1,539.49	1,020.11				188.92	119.38	195.91	64.92	
Temporary Labor/Outside Services	1,667.60		5,756.88		255.20													
Interest Expense																		
DATA Fees																		
Consultants		25,214.61	308.00															
GIS Coordination																		
CFGIS Workshop Expense																		
Meeting Expenses	2,342.48	260.00																
REMI Annual Maintenance	17,166.67																	
Web Site Maintenance	1,380.00																	
Web Site Upgrade																		
S. Bitar VISA Sponsorship	3,720.00																	
Office Maint/Painting	1,469.67																	
New Office Fit Up																		
TOTAL EXPENDITURES	531,568.94	116,505.24	395,866.79	24,123.32	35,143.98	1,083.62	17,499.37	33,982.19	60,933.57	56,764.96	60,933.57	56,764.96	6,071.15	37,278.77	487.53	24,973.09	13,094.05	3,641.73

East Central Florida Regional Planning Council
 Financial Report
 July 2010

State TEP 2010-2012 Update	State TEP 2011-2013 Update	RDSTF	UASI RFP	UASE 2010 Exerciser	TIC Plan	Rollins College	Camp Blanding Exercise	COML Training	EDICS Training	STATE TEP 2011-2013	HSEEP Training Materials	RDSTF FY09	HSEEP Jacksonville	Winter Park TTX	Total
															579,209.00
15,000.00		4,705.09	25,000.00	162,000.00	24,605.00		5,010.00	8,000.00	8,500.00	5,060.00	1,500.00				0.00
						5,000.00									325,410.02
															350,236.42
															115,100.00
															116,505.24
15,000.00	0.00	4,705.09	25,000.00	162,000.00	24,605.00	5,000.00	5,010.00	8,000.00	8,500.00	5,060.00	1,500.00	0.00	0.00	0.00	15,258.15
															1,501,718.83
	838.04	2,477.56										1,452.38	3,598.97		22,705.98
															24,507.87
															58,605.20
															0.00
15,000.00	838.04	7,182.65	25,000.00	162,000.00	24,605.00	5,000.00	5,010.00	8,000.00	8,500.00	5,060.00	1,500.00	1,452.38	3,598.97	0.00	1,607,537.88
2,407.46	525.37	4,297.21	2,550.02	6,293.45	5,225.71	2,318.77	1,398.00	1,041.48	1,393.64	387.93	133.92	959.37	1,060.07		706,460.67
770.65	120.71	1,205.10	825.91	1,534.53	1,644.58	459.82	452.79	233.38	190.27	125.64	20.66	151.79	330.00		215,108.65
927.56	188.56	1,605.90	985.29	2,284.66	2,005.15	810.89	540.17	372.08	462.27	149.89	45.12	324.30	402.79		268,987.57
															3,025.00
															0.00
															50.00
															15,345.84
															3,339.74
14.39	3.40	1.25	5.25	1.94	153.31	52.62	0.20	0.60			1,112.05	0.40	961.85	1.20	10,739.37
															28,361.97
															395.22
															36,957.30
															2,013.05
0.44		61.67	60.75	47.60	0.44	10.59	5.44				5.00		5.00		3,307.22
															5,792.14
															0.00
															0.00
															75.00
															6,963.25
															14,981.18
															17.00
															0.00
															0.00
															23,122.75
		15.31		640.15	317.36	33.64	158.97	59.12	107.82			16.52	849.26		7,679.68
															0.00
															0.00
															183,222.61
															3,000.00
															0.00
															0.00
															10,196.25
															17,166.67
															11,380.00
															0.00
															3,720.00
															1,469.67
4,120.50	838.04	7,186.44	4,443.61	168,415.94	14,746.55	3,702.09	2,555.57	3,835.45	6,982.55	663.46	1,316.75	1,452.38	3,598.97	1.20	1,582,857.80

	<u>Budget</u>	<u>6/30/2010</u>	<u>Actual</u>	<u>Current</u>	<u>Under (Over)</u>	<u>83.3%</u>
		<u>Year to Date</u>	<u>July</u>	<u>Year to Date</u>		
Personnel						
Salaries & Wages (Permanent)	851,920	684,832	75,141	759,973	91,947	89.2%
Fringe Benefits	300,000	215,103	24,032	239,135	60,865	79.7%
Outside /Temporary Services	26,000	9,117	-	9,117	16,883	35.1%
Contract Labor-SRPP and contracts	83,645	308	-	308	83,337	0.4%
Interns	30,000	18,852	1,818	20,670	9,330	68.9%
Unemployment	3,500	3,025	-	3,025	475	86.4%
Total Personnel	1,295,065	931,237	100,991	1,032,228	262,837	79.7%
Overhead						
Annual Audit	17,000	17,856	5,000	22,856	(5,856)	134.4%
Advertising/Regional Promotion	4,000	50	-	50	3,950	1.3%
Computer Ops (General)	29,664	17,533	857	18,390	11,274	62.0%
Depreciation/Use Charge	12,000	9,000	1,000	10,000	2,000	83.3%
Equipment (General)	22,000	10,739	-	10,739	11,261	48.8%
Equipment Maintenance/Rental	1,500	504	-	504	996	33.6%
Equipment Lease/Sales Taxes	400	17	-	17	383	4.3%
Graphics/Outside Printing	30,000	19,875	2,920	22,795	7,205	76.0%
Insurance	14,000	7,327	878	8,205	5,795	58.6%
Inter-Regnl Bd Rel (travel/training)	3,500	395	-	395	3,105	11.3%
Legal Counsel	44,000	32,000	4,957	36,957	7,043	84.0%
Library/Publications/Subscriptions	3,000	5,662	140	5,802	(2,802)	193.4%
Office Supplies	12,000	5,384	977	6,361	5,639	53.0%
Pension Fund Mgmt. Fee	900	-	-	-	900	0.0%
Postage	12,000	3,251	476	3,727	8,273	31.1%
Professional Dues	26,000	20,339	1,988	22,327	3,673	85.9%
Rent	119,000	89,542	10,208	99,750	19,250	83.8%
Office Maintenance	2,000	1,470	-	1,470	530	73.5%
Staff Training	9,000	6,963	-	6,963	2,037	77.4%
Telephone & Communications	8,000	5,037	353	5,390	2,610	67.4%
Staff Travel	24,000	18,910	4,213	23,123	877	96.3%
Recruiting	4,000	-	-	-	4,000	0.0%
Hmep Training	40,000	6,124	8,857	14,981	25,019	37.5%
GIS Coordination	3,000	3,000	-	3,000	-	100.0%
GIS Data Collection	1,500	-	-	-	1,500	0.0%
Consultants (DRI)	64,000	24,055	1,160	25,215	38,785	39.4%
Consultants(SRPP)	15,000	-	-	-	15,000	0.0%
Consultants(UASI Training & Exercs	164,000	72,000	80,000	152,000	12,000	92.7%
Consultants CFGIS/LRTP tool	10,000	-	-	-	10,000	0.0%
Consultants (Cape Canaveral)	-	300	-	300	(300)	
Consultants (TIC Plan)	-	5,400	-	5,400	(5,400)	
CFGIS Web Site Maintenance	-	11,380	-	11,380	(11,380)	
Storage-Off Site Records	1,600	1,307	143	1,450	150	90.6%
Meeting Expenses	10,000	9,946	250	10,196	(196)	102.0%
REMI Annual Maintenance	20,000	17,167	-	17,167	2,833	85.8%
S. Bitar VISA Sponsorship	4,000	3,720	-	3,720	280	93.0%
Total Overhead	731,064	426,253	124,377	550,630	180,434	75.3%
Total Expenditures	2,026,129	1,357,490	225,368	1,582,858	443,271	78.1%

Financial Forecast

Statement of Condition as of August 31, 2010

Cash-in-bank on August 1, 2010		\$2,105,636.44
Deposits and Interest - August 2010	\$44,747.45	
Checks Issued - August 2010	<u>-\$124,421.09</u>	
Cash-in-bank on August 31, 2010		<u><u>\$2,025,962.80</u></u>

Financial Forecast for September 2010

Operating Cash September 1, 2010		\$2,025,962.80
Accounts Payable on September 1, 2010		<u>-23,884.00</u>
Net Operating Cash for September 1, 2010		\$2,002,078.80

Anticipated Revenue/Expense for September 2010:		
Accounts Receivables (Revenues)	\$79,670.72	
Accounts Payables (Expenditures)	<u>-143,541.90</u>	
Net Anticipated Revenue/Expense		<u>-63,871.18</u>
Anticipated Operating Cash for October 1, 2010		<u><u>\$1,938,207.62</u></u>

	Budget	7/31/2010	Actual	Current	Under (Over)	91.7%
		Year to Date	August	Year to Date		
Personnel						
Salaries & Wages (Permanent)	851,920	759,973	63,646	823,619	28,301	96.7%
Fringe Benefits	300,000	239,135	23,330	262,465	37,535	87.5%
Outside /Temporary Services	26,000	9,117	-	9,117	16,883	35.1%
Contract Labor-SRPP and contracts	83,645	308	-	308	83,337	0.4%
Interns	30,000	20,670	2,502	23,172	6,828	77.2%
Unemployment	3,500	3,025	-	3,025	475	86.4%
Total Personnel	1,295,065	1,032,228	89,478	1,121,706	173,359	86.6%
Overhead						
Annual Audit	17,000	22,856	-	22,856	(5,856)	134.4%
Advertising/Regional Promotion	4,000	50	-	50	3,950	1.3%
Computer Ops (General)	29,664	18,390	3,412	21,802	7,862	73.5%
Depreciation/Use Charge	12,000	10,000	1,000	11,000	1,000	91.7%
Equipment (General)	22,000	10,739	957	11,696	10,304	53.2%
Equipment Maintenance/Rental	1,500	504	-	504	996	33.6%
Equipment Lease/Sales Taxes	400	17	-	17	383	4.3%
Graphics/Outside Printing	30,000	22,795	1,989	24,784	5,216	82.6%
Insurance	14,000	8,205	879	9,084	4,916	64.9%
Inter-Regnl Bd Rel (travel/training)	3,500	395	-	395	3,105	11.3%
Legal Counsel	44,000	36,957	3,334	40,291	3,709	91.6%
Library/Publications/Subscriptions	3,000	5,802	197	5,999	(2,999)	200.0%
Office Supplies	12,000	6,361	794	7,155	4,845	59.6%
Pension Fund Mgmt. Fee	900	-	-	-	900	0.0%
Postage	12,000	3,727	166	3,893	8,107	32.4%
Professional Dues	26,000	22,327	2,032	24,359	1,641	93.7%
Rent	119,000	99,750	10,208	109,958	9,042	92.4%
Office Maintenance	2,000	1,470	-	1,470	530	73.5%
Staff Training	9,000	6,963	100	7,063	1,937	78.5%
Telephone & Communications	8,000	5,390	548	5,938	2,062	74.2%
Staff Travel	24,000	23,123	550	23,673	327	98.6%
Recruiting	4,000	-	-	-	4,000	0.0%
Hmep Training	40,000	14,981	428	15,409	24,591	38.5%
Overtime/Backfill reimbursement	-	-	24,162	24,162	-	-
GIS Coordination	3,000	3,000	-	3,000	-	100.0%
GIS Data Collection	1,500	-	-	-	1,500	0.0%
Consultants (DRI)	64,000	25,215	-	25,215	38,785	39.4%
Consultants(SRPP)	15,000	-	-	-	15,000	0.0%
Consultants(UASI Training & Exercs	164,000	152,000	-	152,000	12,000	92.7%
Consultants CFGIS/LRTP tool	10,000	-	-	-	10,000	0.0%
Consultants (Cape Canaveral)	-	300	-	300	(300)	-
Consultants (TIC Plan)	-	5,400	-	5,400	(5,400)	-
Consultants (SUNRAIL HUD Grant)	-	-	10,698	10,698	(10,698)	-
CFGIS Web Site Maintenance	-	11,380	-	11,380	(11,380)	-
Storage-Off Site Records	1,600	1,450	129	1,579	21	98.7%
Meeting Expenses	10,000	10,196	111	10,307	(307)	103.1%
REMI Annual Maintenance	20,000	17,167	1,716	18,883	1,117	94.4%
S. Bitar VISA Sponsorship	4,000	3,720	-	3,720	280	93.0%
Total Overhead	731,064	550,630	63,410	614,040	117,024	84.0%
Total Expenditures	2,026,129	1,582,858	152,888	1,735,746	290,383	85.7%

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REVENUES	Project: General	SUNRAIL HUD GRANT	Cape Canaveral HUD GRANT	DRI Reviews	FY10 DCA General	FY11 DCA General	FY10 LEPC Staff Support	FY11 LEPC Staff Support	FY10 Haz Mat Emrg Preparedness	FDOT Con't & Imp of CFGIS	Regional Evacuation Study	USDC EDA/CEDS _FY08-FY09	REMI Seminole County Public Schools	17-92.2 Seminole County	Casselberry Intersection 17-92 & 436	SR 50 Corridor Study
Member Assessments	579,209.00															
Member REMI Contributions																
Federal																
State					287,335.11		39,046.23		3,727.30	33,809.87	30,612.50	31,690.13				23,000.00
Local													5,000.00	99,100.00		
DRI Fees				120,853.37												
Other	16,548.57															
Total Revenues Received	595,757.57			120,853.37	287,335.11	0.00	39,046.23	0.00	3,727.30	33,809.87	30,612.50	31,690.13	5,000.00	99,100.00	0.00	23,000.00
Account Receivables:																
Member Assessments																
Federal																
State						50,066.82	17,725.94	1,899.62	20,275.88	202.23						
Local/Other																
Total Accounts Receivables						50,066.82	17,725.94	1,899.62	20,275.88	202.23						
TOTAL REVENUES	595,757.57			120,853.37	287,335.11	50,066.82	56,772.17	1,899.62	24,003.18	34,012.10	30,612.50	57,097.93	5,000.00	99,100.00	0.00	23,000.00
EXPENDITURES																
Salaries	241,584.38	19,241.49	16,858.79	55,134.45	219,341.02	28,973.44	17,739.49	1,149.92	8,759.55	8,178.18	33,437.12	32,600.33	3,536.85	21,942.49	272.88	14,905.95
Fringe Benefits (Pool)	76,307.88	6,086.96	5,526.69	17,992.14	66,219.71	8,937.22	5,061.83	278.85	2,212.80	2,254.68	10,915.76	10,687.11	1,159.46	6,256.29	89.46	4,128.42
Indirect Cost (Pool)	93,623.67	7,459.58	6,592.83	21,536.81	84,101.58	11,165.22	6,715.31	420.79	3,231.51	3,072.62	13,062.54	12,748.75	1,383.13	8,304.93	106.71	5,605.88
Unemployment Comp	3,025.00															
Audit Fees																
Advertising/Regional Promotion	50.00															
Computer Operations	9,085.94															
Dues	3,473.58															
Equipment	10,582.80															
Graphics	8,483.89	267.61	406.33	328.04	11,835.84	645.26	258.15	27.83	695.74	0.43	6,338.64	41.63	1.46	681.61		364.63
Inter-Regnl Bd Relations	395.22															
Legal	40,290.63															
Office Supplies	793.66															
Postage	1,185.40			296.04	598.43	22.99		1.49	36.91	6.19	1,056.76					
Publications	1,222.87				762.46	35.45	690.78				153.61			10.37		
Recruiting					4,176.22	54.50	376.66				31.00					
Rent																
Equipment Rent & Maintenance					75.00											
Staff Training	6,313.25				350.00											
HMEP Training																
Overtime/Backfill reimbursement																
Taxes, Sales/Property	17.00															
Telephone																
Travel																
Temporary Labor/Outside Services	11,507.22	113.34	403.52	91.28	3,258.35	232.74	1,613.54	20.74	894.74		1,539.49	1,020.11		186.92		119.38
Interest Expense	1,667.60				5,756.88		255.20									
DATA Fees																
Consultants																
GIS Coordination																
CFGIS Workshop Expense																
Meeting Expenses	2,453.03															
REMI Annual Maintenance	18,883.34			260.00												
Web Site Maintenance	1,380.00															
Web Site Upgrade																
S. Bitar VISA Sponsorship	3,720.00															
Office Maint/Painting	1,469.67															
New Office Fit Up																
TOTAL EXPENDITURES	537,516.03	43,866.48	29,788.16	120,853.37	396,783.49	50,066.82	35,195.63	1,899.62	24,003.18	34,012.10	66,709.92	57,097.93	6,080.90	37,384.61	489.05	25,126.70

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Cape Canaveral Visioning	Palm Bay Sign Code	State TEP 2010-2012 Update	State TEP 2011-2013 Update	RDSTF	UASI RFP	UASE 2010 Exerciser	TIC Plan	Rollins College	Camp Blanding Exercise	COML Training	EDICS Training	STATE TEP 2011-2013	HSEEP Training Materials	RDSTF FY09	HSEEP Jacksonville	Winter Park ITX	HSEEP Fall 2010
	6,000.00	15,000.00		4,705.09	25,000.00	162,000.00	24,605.00	5,000.00	5,010.00	8,000.00	8,500.00	5,060.00	1,500.00				
0.00	6,000.00	15,000.00	0.00	4,705.09	25,000.00	162,000.00	24,605.00	5,000.00	5,010.00	8,000.00	8,500.00	5,060.00	1,500.00	0.00	0.00	0.00	0.00
			838.04	2,477.56										2,476.76	3,601.89	1,524.96	184.00
0.00	6,000.00	15,000.00	838.04	7,182.65	25,000.00	162,000.00	24,605.00	5,000.00	5,010.00	8,000.00	8,500.00	5,060.00	1,500.00	2,476.76	3,601.89	1,524.96	184.00
7,205.72	2,120.00	2,399.35	918.14	4,285.05	2,541.29	6,555.94	5,208.49	2,314.79	1,393.22	1,039.32	1,392.42	386.60	133.77	1,613.78	1,046.62	893.39	
2,256.93	648.72	777.36	250.90	1,215.64	833.09	1,638.88	1,658.90	463.69	456.73	235.43	191.99	126.74	20.86	286.27	332.88	175.32	
2,786.89	815.42	935.59	344.30	1,620.03	993.80	2,413.49	2,022.54	818.30	544.84	375.43	466.63	151.19	45.54	559.59	406.28	314.75	
385.58	2.17	14.39	13.80	1.25	5.25	1.94	193.51	52.62	0.20	0.60			1,112.05	0.60	961.85	112.99	
		0.44		61.67	60.75	47.60	0.44	15.96					5.00		5.00		
					16.39			10.59	5.44								
						4,977.18											
						24,162.18											
195.91	64.92			15.31		666.74	317.36	33.64	158.97	59.12	107.82			16.52	849.26		184.00
300.00						152,000.00	5,400.00										
						636.43				2,128.79	4,828.55						
13,131.03	3,651.23	4,127.13	1,527.14	7,198.95	4,450.57	193,100.38	14,801.24	3,709.69	2,559.40	3,838.69	6,987.41	664.53	1,317.22	2,476.76	3,601.89	1,524.96	184.00

ATTACHMENT 3

MetroPlan ICAR



July 8, 2010

Mr. Philip C. Laurien, AICP
Executive Director
East Central Florida Regional Planning Council
309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701

Re: Intergovernmental Coordination and Review and Public Transportation Coordination
Joint Participation Agreement (ICAR)

Dear Mr. Laurien:

The current ICAR agreement was signed in June of 2005. Under Section 6.03(a), Duration, it is required that this agreement be reviewed at the end of every five (5) year term and either amended or affirmed for an additional five year term. This document has now been updated to the latest version from FDOT and has been signed by FDOT and METROPLAN ORLANDO. Changes requested by ECFRPC have been made.

Please note that Section 6.04, Notices, is revised to change the addresses of the following agencies: Central Florida Regional Transportation Authority; Orlando-Orange County Expressway Authority; Sanford Airport Authority; and the East Central Florida Regional Planning Council. The Florida Department of Transportation has requested some minor statutory reference changes in the RECITALS section of the ICAR agreement to update them to the post SAFTEA-LU bill references. In other places in this new document the word "*consider*" has been changed to "*analyze*"; "*may*" changed to "*shall*" and "*coordinate*" changed to "*optimize*" as follows:

- Article 3 Section 3.01 (a) "*coordinate*" has been changed to "*optimize*";
- Section 3.02 (b) has added "...shall receive approximately 15 days written formal notice";
- Section 3.02 (c) "*consider*" has been changed to "*analyze*" and "*may*" to "*shall*";
- Section 3.02 (d) "*consider*" has been changed to "*analyze*" and "*may*" to "*shall*";
- Section 3.02 (d)(2) "*may*" to "*shall*";
- ARTICLE 4, Section 4.01 (a) added the words "*Within 30 days...*" to replace "*upon receipt...*"
- Section 4.01(a) (2) is a new paragraph.

None of these changes were considered to change the intent of the agreement or be more than "Scribner".

We are requesting that your agency review this agreement and have your Board reaffirm the agreement with the noted address changes, as required by Section 6.03(a).

Enclosed are two signed copies of the amended agreement. Note that Section 6.07 allows for "this agreement and any amendments hereto, to be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument." After approval by your board return one copy to me at METROPLAN ORLANDO and keep one for your records.

Thank you for your assistance in getting our region's Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreements up-to-date. I look forward to hearing from you soon by returned signed agreement that your agency's board has reaffirmed the provisions of the ICAR for another five (5) years.

Sincerely,



Carolyn C. Small, CPA
Director of Finance and Administration

Enclosures

RECEIVED
JUL 09 2010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this ___ day of ___, 2010 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "Department"); the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO (hereinafter the "MPO" or the "Metropolitan Planning Organization"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (hereinafter the "Regional Planning Council"); the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter the "Transit Authority"); the GREATER ORLANDO AVIATION AUTHORITY and the SANFORD AIRPORT AUTHORITY (hereinafter the "Aviation Authorities"); and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND THE SEMINOLE COUNTY EXPRESSWAY AUTHORITY (hereinafter the "Expressway Authorities").

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (U.S.C.) and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U.S.C. 134, and Section 339.175, Florida Statutes (FS), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 require that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, FS, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, FS;

WHEREAS, pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.310, and Section 339.175(2), FS, the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on June 7, 2000, and filed with the Clerk of the Circuit Court of Orange, Osceola, Seminole and Volusia Counties the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO was established;

WHEREAS, pursuant to Chapter 75-464, Laws of Florida, the Greater Orlando Aviation Authority was created and established;

WHEREAS, pursuant to Chapter 71-924, Laws of Florida, the Sanford Airport Authority was created and established;

WHEREAS, pursuant to Section 348.75 et seq. Florida Statutes, the Orlando-Orange County Expressway Authority was created;

WHEREAS, PURSUANT TO Section 348.95 et seq., Florida Statutes, the Seminole County Expressway Authority was created and established;

WHEREAS, pursuant to Section 343.6 et seq., Florida Statutes, the Central Florida Regional Transportation Authority created and established

WHEREAS, pursuant to Section 339.175(10)(a)2., FS, the Metropolitan Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, FS, and Chapter 29 Rule 29F-1.01, Florida Administrative Code (FAC), the East Central Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), FS, the East Central Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, FS;

WHEREAS, the Regional Planning Council, pursuant to Section 186.507, FS, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 F-3, FAC, the Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR 450.314 and Section 339.175(10)(a)3., FS, the Metropolitan Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR 450.314 and Section 339.175(10), FS; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway

facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as other identified in 23 CFR 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, FS.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(i), 23 CFR 450.322, Section 339.175(7), FS.

Metropolitan Area means and refers to the planning area as determined by agreement between the (insert name) Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. 134(b)(1) and Section 339.175, FS, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated (insert date) as amended or superseded from time to time.

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, FS, and identified in Chapter 29F-1.01, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. 134(j), 49 U.S.C. 5304, 23 CFR 450.324 and Section 339.175(8), FS.

Unified Planning Work Program is a biennial program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 CFR 450.308, and Section 339.175(9), FS.

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the Transit Authority, , the Aviation Authorities, and the Expressway Authorities in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, FS, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

ARTICLE 3 COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Metropolitan Planning Organization shall cooperate with the Transit Authority, Aviation Authorities, and the Expressway Authorities to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Metropolitan Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions and are performing transportation functions, and that are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, FS. If the new member would alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning Organization to an official representing public transit authorities which have been, or may be, created by law.

(d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organizations Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of METROPLAN ORLANDO the Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, , Aviation Authority, and the Expressway Authorities In developing its plans and programs, METROPLAN ORLANDO the Metropolitan Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities, advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the (insert name) Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), METROPLAN ORLANDO, the Metropolitan Planning Organization, the Central Florida Regional Transportation Authority, , the Greater Orlando Aviation Authority, and the Sanford Airport Authority, and Orlando-Orange County Expressway Authority , and the Seminole County Expressway Authority shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, , Aviation Authorities, and the Expressway Authorities, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) METROPLAN ORLANDO, the Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization, METROPLAN ORLANDO, the Metropolitan Planning Organization shall analyze the affected: , master plans of the , the Greater Orlando Aviation Authority and the Sanford Airport Authority, the Central Florida Regional Transportation Authority, and the Orlando-Orange County Expressway Authority and the Seminole County Expressway Authority Based upon the foregoing review and a

consideration of other transportation-related factors, METROPLAN ORLANDO the Metropolitan Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Metropolitan Planning Organization MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) METROPLAN ORLANDO, the Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by METROPLAN ORLANDO, the Metropolitan Planning Organization and the affected Transit Authority, Aviation Authorities, the Expressway Authorities, and public transit providers represented by Metropolitan Planning Organization members, METROPLAN ORLANDO the Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". This process shall be the same as the METROPLAN ORLANDO INTERNAL OPERATING PROCEDURES, attached hereto as Exhibit I, to be referred to as the "letter agreement". The parties to this Agreement agree that METROPLAN ORLANDO, the Metropolitan Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the "letter agreement" shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the "letter agreement" shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the "letter agreement" may revise or terminate the "letter agreement" upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, FS, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of the (insert name) Metropolitan Planning Organization must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the East Central Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall promptly advise METROPLAN ORLANDO, the Metropolitan Planning Organization, in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, METROPLAN ORLANDO, the Metropolitan Planning Organization may request that the East Central Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the East Central Florida Regional Planning Council, the Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the East Central Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

- for the Florida Department of Transportation: by the District Director for Planning and Programs
- for METROPLAN ORLANDO the Metropolitan Planning Organization: by the Executive Director
- for the East Central Florida Regional Planning Council: by the Executive Director
- for the Central Florida Regional Transportation Authority: by the Executive Director
- for the Greater Orlando Aviation Authority: by the Executive Director
- for the Sanford Airport Authority: by the President/Chief Executive Officer
- for the Orlando-Orange County Expressway Authority: by the Executive Director
- for the Seminole County Expressway Authority; by the Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

- for the Florida Department of Transportation: by the District Secretary
- for METROPLAN ORLANDO, the Metropolitan Planning Organization: the Chairman of the Board

for the East Central Florida Regional Planning Council: by the Chairman of the Board
for the Central Florida Regional Transportation Authority: by the Chairman of the Board
for the Greater Orlando Aviation Authority: by the Chairman of the Board
for the Sanford Airport Authority: by the Chairman of the Board
for the Orlando-Orange County Expressway Authority: by the Chairman of the Board
for the Seminole County Expressway Authority; by the Chairman of the Board

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Chapter 29F-3 , FAC. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6 MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

Executive Director
METROPLAN ORLANDO
315 E. Robinson Street, Suite 355

Executive Director
East Central Florida Regional Planning
Council

Orlando, Fl. 32801-1949

309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701-

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Airport Blvd
Orlando, Fl 32827-4399

President/CEO
Sanford Airport Authority
1200 Red Cleveland Blvd
Sanford, Florida 32773-6844

Executive Director
Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Fl 32801

Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Rd.
Orlando, Fl 32807

Executive Director
Seminole County Expressway Authority
520 West Lake Mary Blvd. #200

Secretary, District Five
Florida Department of Transportation
719 S. Woodland Blvd

Sanford, FL 32773

Deland, FL 32720 A party may unilaterally change its address

or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this

Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Metropolitan Planning Organization, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

METROPLAN ORLANDO

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL

BY: *Bill Boyd*
Chairman

BY: _____
Chairman

ATTEST: *Dena E. Lalluin*
DATE: 6/25/10

ATTEST: _____
DATE: _____

THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

THE GREATER ORLANDO AVIATION
AUTHORITY

BY: _____
Chairman

BY: _____
Chairman

ATTEST: _____
DATE: _____

ATTEST: _____
DATE: _____

THE SANFORD AIRPORT AUTHORITY

THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

BY: _____
Chairman

BY: _____
Chairman

ATTEST: _____
DATE: _____

ATTEST: _____
DATE: _____

THE SEMINOLE COUNTY EXPRESSWAY
AUTHORITY

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
Chairman

BY: NOVA _____
District Five Secretary

ATTEST: _____
DATE: _____

ATTEST: Jennifer D... _____
DATE: 7-2-10 _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: [Signature] _____
ATTORNEY
DATE: 6-29-10 _____
TITLE: _____

[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]

ATTACHMENT 4

Statewide Regional Evacuation Study



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

DAVID HALSTEAD
Director

August 10, 2010

Jeffrey Alexander
Director of Emergency Preparedness Programs
Northeast Florida Regional Council
6850 Belfort Oak Place
Jacksonville, Florida 32216

RECEIVED
2010 AUG 23 AM 11:46
Northeast Florida Regional Council

SUBJECT: Acceptance and Approval for Release of East Central Florida Regional Evacuation Study

Dear Mr. Alexander:

We have completed our review of the East Central Florida Regional Evacuation Study and found it in good order for use as a planning tool. I have confidence that the guidance and data contained in the study will provide the necessary information needed to develop local and statewide emergency management plans.

The Division of Emergency Management (DEM) accepts this study in keeping with the contractual requirements outlined in the scope of work and considers it complete. I would like to commend you and the Regional Study Managers, Tara McCue and Keith Smith for their outstanding work on this important project.

This letter serves as my approval to release the East Central Florida Regional Evacuation Study. Please coordinate a Regional Workshop with the Regional Study Managers and the DEM Program Manager, Sandy Meyer, to complete the release of the evacuation study.

Sincerely,

David Halstead, Director
Florida Division of Emergency Management

DH/sm

cc: Tara McCue, ECFRPC
Keith Smith, ECFRPC
Sandy Meyer, DEM