

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

COUNCIL MEETING MINUTES

MARCH 16, 2011

CHAIR COMMISSIONER CHERYL L. GRIEB PRESIDING

In Attendance:

County Representatives:

Commissioner Sean Parks, Lake County
Commissioner Scott Boyd, Orange County
Commissioner Fred Brummer, Orange County
Commissioner Brandon Arrington, Osceola County
Commissioner John Horan, Seminole County
Commissioner Brenda Carey, Seminole County
Councilwoman Patricia Northey, Volusia County

Municipal Representatives:

Mayor Rocky Randels, Space Coast League of Cities
Commissioner Cheryl Grieb, Kissimmee, Tri-County League of Cities (Osceola)
Mayor John Land, Apopka, Tri-County Leagues of Cities (Orange)
Commissioner Leigh Matusick, Volusia League of Cities

Gubernatorial Appointees:

Ms. Christina Dixon, Orange County
Mr. John Lesman, Seminole County
Mr. William McDermott, Seminole County Economic Development
Mayor Melissa DeMarco, Lake County

Ex-Officio Members:

Ms. Nancy Christman, St. Johns River Water Management District
Ms. Vivian Garfein, Florida Department of Environmental Protection
Ms. Cecelia Weaver, South Florida Water Management District
Ms. Susan Sadighi, Florida Department of Transportation
Mr. Russell Gibson, City of Sanford

Other Attendees:

Mr. Chris Testerman, Orange County
Mr. David Bottomley, MetroPlan BPAC
Mr. Dennis Foltz, Town of Oakland
Dr. Toni Moody, Health Masters

Members not in Attendance:

Commissioner Andy Anderson, Brevard County
Commissioner Chuck Nelson, Brevard County
Commissioner Welton Cadwell, Lake County
Commissioner Frank Attkisson, Osceola County
Councilman Andy Kelly, Volusia County

Financial Forecast

Statement of Condition as of March 31, 2011

Cash-in-bank on March 1, 2011		\$1,954,088.07
Deposits and Interest - March 2011	\$118,945.31	
Checks Issued - March 2011	<u>-\$136,646.08</u>	
Cash-in-bank on March 31, 2011		<u>\$1,936,387.30</u>

Financial Forecast for April 2011

Operating Cash April 1, 2011		\$1,936,387.30
Accounts Payable on April 1, 2011		<u>-26,083.39</u>
Net Operating Cash for April 1, 2011		\$1,910,303.91

Anticipated Revenue/Expense for April 2011:		
Accounts Receivables (Revenues)	\$101,309.16	
Accounts Payables (Expenditures)	<u>-158,407.90</u>	
Net Anticipated Revenue/Expense		-57,098.74
Anticipated Operating Cash for May 1, 2011		<u>\$1,853,205.17</u>

	Budget	2/28/2011	Actual	Current	Under (Over)	50.0%
		Year to Date	March	Year to Date		
Personnel						
Salaries & Wages (Permanent)	978,920	359,198	78,150	437,348	541,572	44.7%
Fringe Benefits	347,000	133,572	26,976	160,548	186,452	46.3%
Outside /Temporary Services	11,650	11,924	4,640	16,564	(4,914)	142.2%
Contract labor-SRPP and contracts	5,000	-	-	-	5,000	0.0%
Interns	16,800	1,005	-	1,005	15,795	6.0%
Unemployment	3,500	-	275	275	3,500	7.9%
Total Personnel	1,362,870	505,699	110,041	615,740	747,130	45.2%
Overhead						
Annual Audit	17,000	770	-	770	16,230	4.5%
Advertising/Regional Promotion	3,000	-	-	-	3,000	0.0%
Computer Ops (General)	35,000	16,327	513	16,840	18,160	48.1%
Depreciation/Use Charge	12,000	8,174	1,635	9,809	2,191	81.7%
Equipment (General)	22,000	6,165	-	6,165	15,835	28.0%
Equipment Maintenance/Rental	1,500	-	-	-	1,500	0.0%
Equipment Lease/Sales Taxes	400	-	1	1	399	0.3%
Graphics/Outside Printing	29,650	9,146	1,210	10,356	19,294	34.9%
Insurance	14,000	3,458	880	4,338	9,662	31.0%
Inter-Regnl Bd Rel (travel/training)	3,000	-	-	-	3,000	0.0%
Legal Counsel	44,000	18,854	3,333	22,187	21,813	50.4%
Library/Publications/Subscriptions	3,000	766	346	1,112	1,888	37.1%
Office Supplies	11,000	3,467	832	4,299	6,701	39.1%
Pension Fund Mgmt. Fee	900	-	-	-	900	0.0%
Postage	9,000	1,320	116	1,436	7,564	16.0%
Professional Dues	26,000	12,165	2,245	14,410	11,590	55.4%
Rent	123,750	51,042	10,208	61,250	62,500	49.5%
Office Maintenance	2,000	1,556	492	2,048	(48)	102.4%
Staff Training	9,000	2,636	570	3,206	5,794	35.6%
Telephone & Communications	8,000	2,628	534	3,162	4,838	39.5%
Staff Travel	24,000	6,817	1,117	7,934	16,066	33.1%
Recruiting	4,000	-	-	-	4,000	0.0%
Hmep Training	33,000	3,838	4,570	8,408	24,592	25.5%
GIS Coordination	3,000	3,000	-	3,000	-	100.0%
GIS Data Collection	1,500	-	-	-	1,500	0.0%
Consultants (DRI)	50,000	6,324	-	6,324	43,676	12.6%
Consultants DEM Communication Exercise	50,000	-	-	-	50,000	0.0%
Consultants - UASI EM Portal		20,000	-	20,000	(20,000)	
Storage-Off Site Records	1,600	733	164	897	703	56.1%
Meeting Expenses	10,000	1,307	1,306	2,613	7,387	26.1%
CFGIS Workshop Expenses	-	541	-	541	(541)	
Web site maintenance		10,000	-	10,000	(10,000)	
REMI Annual Maintenance	20,600	8,583	1,717	10,300	10,300	50.0%
S. Bitar VISA Sponsorship	6,000	-	-	-	6,000	0.0%
Total Overhead	577,900	199,617	31,789	231,406	346,494	40.0%
Total Expenditures	1,940,770	705,316	141,830	847,146	1,093,624	43.6%

Commissioner Patty Sheehan, City of Orlando
Commissioner Joanne Krebs, Winter Springs, Tri-County League of Cities (Seminole)
Mr. Al Glover, Brevard County
Mr. Dan O'Keefe, Orange County
Ms. Melanie Chase, Seminole County
Mr. Lonnie Groot, Volusia County

ECFRPC Staff in attendance:

Executive Director Philip Laurien
Attorney Jerry Livingston
Mr. George Kinney
Ms. Lelia Hars
Mr. Andrew Landis
Mr. Fred Milch
Ms. Claudia Paskauskas
Mr. Chris Chagdes
Mr. Keith Smith
Ms. Tara McCue
Ms. Elizabeth Rothbeind
Ms. Gina Marchica
Ms. Carole Clark

I. Call to Order and General Business

Commissioner Cheryl Grieb called the meeting to order at 10:03 a.m. Ms. Carole Clark called the roll and announced a quorum was present.

II. Consent Agenda

Commissioner Grieb asked for a motion to approve the February 2011 Meeting Minutes and the February 2011 Financial Reports. The motion was made by Mayor John Land and seconded by Mayor Rocky Randels. All were in favor and the motion passed.

III. Public Hearing – East Central Florida 2060 Plan

Mr. George Kinney gave a recap of the Policy Plan process followed to this point. He informed the Council that all required public meetings have been held, and that the Task Force has met several times to discuss and address outstanding issues and comments received from local jurisdictions and Council members.

It was stated that the Governor's Office will have a 60-day period to review the policy plan once the Council votes to transmit. During this time, the Governor's Office will review the plan for consistency with the Florida State Comprehensive Plan and coordinate any comments received from affected state agencies and jurisdictions. The Governor's Office would conclude the review with a findings and recommendation report, which the Council can review and consider prior to formal adoption.

Chairwoman Grieb opened the floor for comments from the Council. Commissioners Brenda Carey and Pat Northey commented that Seminole County and Volusia County respectively have concerns with some of the policy language as currently written.

Commissioner Northey asked how the Policy Plan would coordinate with the local planning process and whether it was meant to be an authoritative document or just a vision of what the region would like to see.

In response, Director Laurien stated that most, if not all, of the “required/shall” language had been changed and softened to “recommend.” He then stated that the Policy Plan attempts to implement the Regional Vision and is statutorily intended to inform and guide local comprehensive plans. It is a series of regional policies that, if enacted and pursued in local comprehensive plans, should lead to a different outcome in 50 years in terms of land development patterns. It would result in the need for less infrastructure construction thereby saving the local governments money and other resources. If the Policy Plan were enacted it would also lead to more of a multi-modal transportation system with less dependence on the automobile.

The Policy Plan is not meant to be site specific or regulatory and would allow each local sovereign district control of their own land use and comprehensive plans. However, it is designed to create better places if each jurisdiction would look at the Policy Plan and ask themselves if the plans they are considering work toward creating a better future and a sustainable Florida.

Mayor Rocky Randels added that the cities in his jurisdiction reviewed the Policy Plan with the understanding that the Policy Plan is a recommendation and plan for ways to improve the region going forward and with the recognition that every policy is not going to fit every municipality.

After the discussion, Chairwoman Grieb asked for a motion to transmit the Policy Plan to the Governor’s office. Mayor Randels made the motion and was seconded by Mr. Bill McDermott. Before the vote, Commissioner Northey asked if a “word search” could be done throughout the document for the words “required” and “shall” and have these words replaced with “recommend.” Director Laurien agreed to the request and the motion was amended to include that the document would not be transmitted until a search and replace had been conducted.

With a hand vote of 10-2, the Council voted in favor of transmitting the Policy Plan to the Governor’s office.

IV. CEDS Update

The kick-off meeting for the Comprehensive Economic Development Strategies Committee was held on March 7, 2011. Ms. Elizabeth Rothbeind provided the Council with a list of Committee Members and gave a brief overview of the topics discussed during the meeting. Ms. Rothbeind also included a copy of a survey given to the Strategies committee members to help identify their ideas of the Strengths, Weaknesses, Opportunities and Threats (SWOT) currently experienced by the regional economy.

V. Director’s Report

Director Laurien commented that the combination of contracts the ECFRPC staff has received and may potentially receive in the near future, may eliminate the need for reserves to balance the FY2011 budget.

He mentioned there is a lot going on legislatively right now that could have adverse effects on the RPC. In particular he spoke about Senate Bill 1910 which was introduced recently and if passed, would eliminate Florida’s Regional Planning Councils by July 1, 2011. The bill would repeal Statute 186 which

created the RPCs and would erase the phrase “Regional Planning Council” from all of Florida’s growth management, planning and development legislation.

The bill does not provide for allocating currently contracted work and does not have a companion bill in the House. Director Laurien said he would keep the Council informed of any developments.

XI. Announcements and Comments

Several Council members expressed concern about other bills that if passed could affect funding for projects that have been approved in this region. It was stated that action needs to be taken by e-mailing or writing the Governor’s office expressing concern for the decisions being made during the current legislative session.

Chairwoman Grieb and Director Laurien informed the Council that they had been invited to join the Central Florida Partnership delegation to visit Salt Lake City and witness how the “Envision Utah” efforts spring-boarded physical, cultural and social change and resulted in economic development along their light rail line. Envision Utah was the model for “How Shall We Grow” and has been a mentor to myregion.org. Chairwoman Grieb and Director Laurien look forward to bringing back clear vision and insight as to what worked and didn’t work in Utah.

Commissioner Pat Northey thanked Tara McCue and Elizabeth Rothbeind of the RPC staff for their presentation on the “Economic Impact of Trails on Communities” at the River to Sea Loop 3rd Annual Meeting. Commissioner Northey said it was well received and will be presented again by Tara and Elizabeth in a Webinar on April 8th.

Commissioner Leigh Matusick also applauded Elizabeth and Tara for their presentation and added that they will give the presentation to the Volusia TPO which will hopefully change the outlook of those who do not view the impact of trails and greenways as positive.

Mr. Russ Gibson of Sanford mentioned that Seminole has started a River of Lakes Scenic Highway initiative that could be under way as early as next year. The initiative would include widening the 415 bridge and constructing a 12’ bike lane on the side that would connect Seminole and Volusia counties.

Mr. David Bottomley of MetroPlan said they are working on streamlining priorities so that the process moves projects into the pipeline faster.

Commissioner Matusick said that with the help of FDOT, Volusia was able to get the River of Lakes Heritage Corridor which would increase and enhance the bike paths and trails in Volusia.

IX. Adjournment

Chairwoman Grieb adjourned the meeting at 10:50 a.m.

Financial Forecast

Statement of Condition as of April 30, 2011

Cash-in-bank on April 1, 2011		\$1,936,387.30
Deposits and Interest - April 2011	\$35,941.16	
Checks Issued - April 2011	<u>-\$264,476.33</u>	
Cash-in-bank on April 30, 2011		<u>\$1,707,852.13</u>

Financial Forecast for May 2011

Operating Cash May 1, 2011		\$1,707,852.13
Accounts Payable on May 1, 2011		<u>-26,083.39</u>
Net Operating Cash for May 1, 2011		\$1,681,768.74

Anticipated Revenue/Expense for May 2011:		
Accounts Receivables (Revenues)	\$147,365.19	
Accounts Payables (Expenditures)	<u>-113,659.02</u>	
Net Anticipated Revenue/Expense		33,706.17
Anticipated Operating Cash for June 1, 2011		<u>\$1,715,474.91</u>

	Budget	3/31/2011 Year to Date	Actual April	Current Year to Date	Under (Over)	58.3%
Personnel						
Salaries & Wages (Permanent)	978,920	437,348	121,675	559,023	419,897	57.1%
Fringe Benefits	347,000	160,548	34,260	194,808	152,192	56.1%
Outside /Temporary Services	11,650	16,564	-	16,564	(4,914)	142.2%
Contract labor-SRPP and contracts	5,000	-	-	-	5,000	0.0%
Interns	16,800	1,005	-	1,005	15,795	6.0%
Unemployment	3,500	275	-	275	3,225	7.9%
Total Personnel	1,362,870	615,740	155,935	771,675	591,195	56.6%
Overhead						
Annual Audit	17,000	770	1,430	2,200	14,800	12.9%
Advertising/Regional Promotion	3,000	-	-	-	3,000	0.0%
Computer Ops (General)	35,000	16,840	455	17,295	17,705	49.4%
Depreciation/Use Charge	12,000	9,809	1,634	11,443	557	95.4%
Equipment (General)	22,000	6,165	-	6,165	15,835	28.0%
Equipment Maintenance/Rental	1,500	-	996	996	504	66.4%
Equipment Lease/Sales Taxes	400	1	-	1	399	0.3%
Graphics/Outside Printing	29,650	10,356	1,048	11,404	18,246	38.5%
Insurance	14,000	4,338	880	5,218	8,782	37.3%
Inter-Regnl Bd Rel (travel/training)	3,000	-	-	-	3,000	0.0%
Legal Counsel	44,000	22,187	3,334	25,521	18,479	58.0%
Library/Publications/Subscriptions	3,000	1,112	168	1,280	1,720	42.7%
Office Supplies	11,000	4,299	344	4,643	6,357	42.2%
Pension Fund Mgmt. Fee	900	-	-	-	900	0.0%
Postage	9,000	1,436	378	1,814	7,186	20.2%
Professional Dues	26,000	14,410	2,058	16,468	9,532	63.3%
Rent	123,750	61,250	10,208	71,458	52,292	57.7%
Office Maintenance	2,000	2,048	-	2,048	(48)	102.4%
Staff Training	9,000	3,206	1,075	4,281	4,719	47.6%
Telephone & Communications	8,000	3,162	607	3,769	4,231	47.1%
Staff Travel	24,000	7,934	2,886	10,820	13,180	45.1%
Recruiting	4,000	-	-	-	4,000	0.0%
Hmep Training	33,000	8,408	1,924	10,332	22,668	31.3%
Emergency Mgmt Exercise Expense	-	-	22,155	22,155	(22,155)	
GIS Coordination	3,000	3,000	-	3,000	-	100.0%
GIS Data Collection	1,500	-	-	-	1,500	0.0%
Consultants (DRI)	50,000	6,324	-	6,324	43,676	12.6%
Consultants DEM Communication Exercise	50,000	-	-	-	50,000	0.0%
Consultants - UASI EM Portal	-	20,000	-	20,000	(20,000)	
Storage-Off Site Records	1,600	897	143	1,040	560	65.0%
Meeting Expenses	10,000	2,613	251	2,864	7,136	28.6%
CFGIS Workshop Expenses	-	541	-	541	(541)	
Web site maintenance	-	10,000	-	10,000	(10,000)	
REMI Annual Maintenance	20,600	10,300	1,717	12,017	8,583	58.3%
S. Bitar VISA Sponsorship	6,000	-	-	-	6,000	0.0%
Total Overhead	577,900	231,406	53,691	285,097	292,803	49.3%
Total Expenditures	1,940,770	847,146	209,626	1,056,772	883,998	54.5%

East Central Florida Regional Planning Council
Financial Report
April 2011

Project	General	DRI Reviews	FY11 DCA General	FY11 LEPC Staff Support	FY11 Haz Mat Emrg Preparedness	FDOT Con't & Imp of CFGIS	Regional Evacuation Study	USDC EDACEDS FY08-10	USDC EDACEDS FY11	SR 50 Corridor Study	State TEP 2011-2013 Update	UASE 2010 Exerciser	RDSTF FY09	HSEEP Fall 2010	Greenways & Trails Economic
REVENUES															
Revenues Paid:															
Member Assessments	519,601.00														
Member REMI Contributions					6,830.08			19,027.70			15,000.00	509.61	22,857.06	4,000.00	
Federal															
State			90,067.06	7,329.76		30,265.70									
Local															
DRI Fees		53,760.68													
Other	13,199.84														
Total Revenues Received	532,800.84	53,760.68	90,067.06	7,329.76	6,830.08	30,265.70	0.00	19,027.70	0.00	0.00	15,000.00	509.61	22,857.06	4,000.00	0.00
Account Receivables:															
Member Assessments								13,068.54	8,436.81						
Federal					14,808.18		1,705.40		8,436.81						
State			97,836.45	17,603.25		7,151.39									
Local/Other															
Total Accounts Receivables	0.00	0.00	97,836.45	17,603.25	14,808.18	7,151.39	1,705.40	13,068.54	32,096.24	0.00	0.00	0.00	0.00	0.00	8,100.00
TOTAL REVENUES	532,800.84	53,760.68	187,903.51	24,933.01	21,638.26	37,417.09	1,705.40	16,873.62	0.00	0.00	15,000.00	509.61	22,857.06	4,000.00	8,100.00
EXPENDITURES															
Salaries	196,728.93	24,610.00	126,786.78	12,652.19	6,478.84	10,215.46	956.77	17,712.56	9,423.47	195.13	1,398.67	266.97	11,262.46	1,792.04	4,979.32
Fringe Benefits (Pool)	69,793.96	9,057.88	44,957.13	4,539.12	2,270.35	2,519.69	352.15	6,519.22	3,468.37	71.82	514.79	98.26	3,947.50	586.07	1,783.56
Indirect Cost (Pool)	73,284.78	9,257.52	47,223.80	4,727.03	2,405.74	3,501.74	359.91	6,662.92	3,544.82	73.40	526.14	100.43	4,182.23	653.90	1,659.56
Unemployment Comp	275.00														
Audit Fees															
Advertising/Regional Promotion															
Computer Operations	7,223.43					8,180.00			39.90						79.80
Dues	2,927.00														
Equipment	5,784.62														
Graphics	2,858.34	2,542.83	3,887.42	1,020.27	1,207.63	0.20	34.84	42.78	223.06		16.74	3.83	56.40	1,197.76	376.94
Inter-Regnt Bd Relations															
Legal	24,008.31	1,512.50													
Office Supplies	1,202.50		397.13												
Postage	414.26	383.96	390.72	11.03	42.54		1.73	38.02	0.88		2.34	16.43	35.30	7.50	22.50
Publications	727.12		427.39	96.72											
Recruiting															
Rent															
Equipment Rent & Maintenance															
Staff Training	3,985.64			225.00					70.00						
HMEP Training				99.00	8,515.20										
Emergency Mgmt Exercise Exp															
Overtime/Backfill reimbursement															
Taxes, Sales/Property	1.21														
Telephone															
Travel	5,753.51	26.70	1,430.16	1,562.65	717.96										
Temporary Labor/Outside Services	14,445.16	45.37	581.62					115.50	103.12				348.43	37.22	36.32
Interest Expense															1,100.00
DATA Fees															
Consultants		6,323.92													
GIS Coordination															
CFGIS Workshop Expense	541.04					3,000.00									
Meeting Expenses	1,864.92														
REMI Annual Maintenance	12,016.66														
Web Site Maintenance						10,000.00									
Web Site Upgrade															
S. Bilar VISA Sponsorship															
Office Maint/Printing	2,048.23														
New Office Fit Up															
TOTAL EXPENDITURES	425,884.62	53,760.68	226,082.15	24,933.01	21,638.26	37,417.09	1,705.40	31,091.00	16,873.62	340.35	2,458.68	485.92	19,832.32	4,274.49	10,238.00

East Central Florida Regional Planning Council
 Financial Report
 April 2011

UASI Gap Analysis	Motorola & Harris Training	Brevard PDRP	UASI EM Portal	UASI Proj. Mgmt. FY 2008	CDC Radiation Drill	Communication Exercise Planning	SunRail TOD Sketchbook	State TEP 12-14	Apopka Food Assessment	Volusia CEMP Update	Rollins 2011 TTX	Comms Exercise Logistics	2011 PRND Exercise	Seminole City Whole Comm Exercise	Total
4,000.00			20,500.00												519,601.00
															0.00
															92,724.45
															127,662.52
															0.00
															53,760.68
															13,199.84
4,000.00	0.00	0.00	20,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	806,948.49
															0.00
	3,084.01	61,038.75		5,581.54	5,861.62	7,018.51	43,090.87	785.02	615.37	1,447.02	2,459.93	22,562.27	184.00	29.15	21,505.35
															132,513.13
															165,711.11
															11,175.30
4,000.00	3,084.01	61,038.75	20,500.00	5,581.54	5,861.62	7,018.51	43,090.87	785.02	615.37	1,447.02	2,459.93	22,562.27	184.00	29.15	160,273.21
															1,137,863.38
2,600.62	170.20	36,416.54	831.90	3,090.31	3,239.30	4,071.48	25,414.03	525.89	386.10	995.37	1,394.40		100.30	16.71	504,712.74
957.17	62.64	10,356.11	306.19	1,137.41	1,118.78	1,274.58	8,226.29	81.84	96.24	110.57	455.16		36.92	6.15	174,705.92
978.27	64.02	12,860.89	312.93	1,162.48	1,198.33	1,469.99	9,249.96	167.10	132.63	304.10	508.57		37.73	6.29	166,817.21
															275.00
															0.00
															0.00
															0.00
															15,523.13
															2,927.00
0.40		697.35	0.66	2.00	201.75	109.32	198.10	10.19	0.40		88.20	407.18			5,784.62
															15,184.59
															0.00
0.44	1.32	39.24	0.44	98.26		0.44	2.49								25,520.81
															1,641.36
															1,468.11
															1,264.87
															0.00
															0.00
															0.00
															4,280.64
															10,331.66
															22,155.09
															0.00
															0.00
															1.21
9.05	69.42	619.12		36.20	20.96	92.70				36.98	13.60		9.05		10,820.03
		49.50		41.24	82.50										16,584.01
															0.00
															0.00
			20,000.00												26,323.92
															3,000.00
	998.95														541.04
															2,863.87
															12,016.66
															10,000.00
															0.00
															0.00
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EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

309 Cranes Roost Blvd. Suite 2000 · Altamonte Springs, FL 32701
Phone (407).262.7772 · Fax (407).262.7788 · www.ecfrpc.org

Philip Laurien, AICP
Executive Director

Resolution #02-2011

CERTIFIED COPY OF RESOLUTION
ADOPTED AT A MEETING OF THE
EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

I certify that I am Chair of the Organization duly organized under the laws of the State of Florida.

The following is a true and correct copy of a resolution duly adopted at a meeting of the East Central Florida Regional Planning Council on the 18th day of May, 2011, at which a majority of voting members was present, constituting a quorum, notice of said meeting having been given in accordance with the Bylaws:

RESOLVED, that the East Central Florida Regional Planning Council (ECFRPC) is authorized to enter into a Sub-Recipient Grant Agreement between ECFRPC and the Florida Department of Transportation (FDOT) for the creation of a Safe Routes to School and School Siting Social Marketing Video for elected officials, school board officials, school health advisory committees, school facilities and public education.

Philip C. Laurien
ECFRPC Executive Director

Cheryl L. Grieb
ECFRPC Chair

Executive Committee

Chair

Cheryl L. Grieb
City Commissioner
City of Kissimmee

Vice Chair

Daniel O'Keefe
Gubernatorial Appointee
Orange County

Secretary

Melanie Chase
Gubernatorial Appointee
Seminole County

Treasurer

Patty Sheehan
City Commissioner
City of Orlando

Member at Large

Chuck Nelson
County commissioner
Brevard County

Serving Brevard, Lake, Orange, Osceola, Seminole, and Volusia Counties.

Financial Management No.: 430450-1-84-01 Agency: East Central Florida Regional Planning Council Contract No.:	Fund: SR2N Activity: 215 Federal No.: SRTS 178 A CFDA No.: 20.205 DUNS No.: 80-939-7102 Contract Amount: \$43,270	FLAIR Approp: 088796 FLAIR Obj.: 790087 Org. Code: 55054010508 Vendor No.: F590993342-006
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SUB-RECIPIENT GRANT AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an Agency of the State of Florida (hereinafter referred to as the "DEPARTMENT"), and the **EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**, an Agency of the State of Florida, organized and operating pursuant to Section 339.175, Florida Statutes, (hereinafter referred to as the PUBLIC AGENCY),

WITNESSETH:

WHEREAS, the PUBLIC AGENCY and the DEPARTMENT have been granted specific legislative authority to enter into this Agreement pursuant to Section 1404 of the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) Act (Public Law 109-59); and

WHEREAS, the Federal Highway Administration (FHWA) has established a Safe Routes to School Program under Title 1-FEDERAL-AID HIGHWAYS, Subtitle D – Highway Safety Section 1404, for infrastructure and non-infrastructure programs which is administered by the DEPARTMENT; and

WHEREAS, the PUBLIC AGENCY has agreed to participate in the non-infrastructure program component of the Program by the development of a Safe Routes to School Social Marketing Video for elected officials and public education, in order to encourage children to walk to school and to educate public officials, school board officials, school health advisory committees, school faculties, and Parent Teacher Associations about the benefits of the program, encouraging its implementation into policies and curriculum; and

WHEREAS, the PUBLIC AGENCY, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "C" and made a part hereof, has authorized its officers to execute this Agreement on its behalf;

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Work Program of the DEPARTMENT; and

WHEREAS, the parties mutually agree that it is in their joint best interest to facilitate the Transportation Safety Project known as the "Safe Routes to School Social Marketing Video", in Fiscal

Year 2010/2011, said Project being known as FM #430450-1-84-01 and more specifically described in Exhibit "A" and hereinafter referred to as the "Project"; and

NOW, THEREFORE, in consideration of the mutual covenants, premises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to coordinate with the PUBLIC AGENCY in offering assistance in making it easier and safer for Florida's children in grades K-8 to walk or cycle from home to and from public and private schools. The DEPARTMENT has determined that this Project is in the best interests of the DEPARTMENT. The further purpose of this Agreement is to provide Departmental financial assistance to the PUBLIC AGENCY, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.01 General Requirements: The PUBLIC AGENCY shall commence and complete the Project as described in Exhibit "A" attached hereto and by this reference made a part hereof, with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and all practicable laws.

An employee of the PUBLIC AGENCY or designee, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of this project.

2.02 Beginning Date and Expiration of Agreement: The term of this Agreement shall begin upon the date the last party executes same. The execution date of _____, 2011 shall be considered the start date of the project. The PUBLIC AGENCY agrees to complete the Project on or before one year from the date of execution of this Agreement. If the PUBLIC AGENCY does not complete the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the PUBLIC AGENCY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. The costs of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

2.03 Pursuant to Federal, State and Local Laws: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the PUBLIC AGENCY to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the PUBLIC AGENCY shall initiate and consummate, as required by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The PUBLIC AGENCY shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the PUBLIC AGENCY to provide the necessary services for completion of the Project.

2.05 Activity Reports: The PUBLIC AGENCY shall provide an activity report to the DEPARTMENT on a quarterly basis. The activity report will include details of Safe Routes to School Program events held by the PUBLIC AGENCY, including dates, number of students participating and general overview of events, and any other information required by the DEPARTMENT in administration of the Safe Routes to School Program.

2.06 Submission of Proceedings, Contracts and Other Documents: The PUBLIC AGENCY shall submit to the DEPARTMENT such data, reports, records, contracts and other documents relating to the Project as the DEPARTMENT and the Federal Highway Administration may require.

3.00 Project Cost: The total estimated cost of the Project is **\$43,270.00 (Forty Three Thousand Two Hundred Seventy Dollars and No/100)**. This amount is based upon the Project budget as specified in Exhibit "B" attached hereto and by this reference made a part hereof.

3.01 Federal and Department Participation:

- (a) Federal participation for this Project is an amount not to exceed **\$43,270.00 (Forty Three Thousand Two Hundred Seventy Dollars and No/100)**.
- (b) The DEPARTMENT agrees to reimburse the PUBLIC AGENCY in an amount not to exceed **\$43,270.00 (Forty Three Thousand Two Hundred Seventy Dollars and No/100)** for actual costs incurred. The PUBLIC AGENCY agrees to bear all expenses in excess of Federal participation and any deficits involved. Travel costs will not be reimbursed.

3.02 Cost Incurred for the Project: The PUBLIC AGENCY shall charge to the Project account all eligible costs of the Project. Cost in excess of the approved funding or attributable to actions which have not received the required approval of the DEPARTMENT shall not be considered eligible costs.

3.03 Requisitions and Payments:

- (a) Invoices shall be submitted by the PUBLIC AGENCY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.
- (b) Supporting documentation must establish that the deliverables were received and accepted in writing by the PUBLIC AGENCY and must also establish that the required minimum level of service to be performed as specified in Exhibit "A", Scope of Services, was met, and that the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.
- (c) The PUBLIC AGENCY may receive progress payments for deliverables based on the services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence

of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

- (d) All costs charged to the Project by the PUBLIC AGENCY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

3.04 Limits on DEPARTMENT Funds: Project costs eligible for DEPARTMENT Participation will be allowed only from the effective date of this Agreement. It is understood that DEPARTMENT participation in eligible Project cost is subject to:

- (a) Florida Legislative approval of the DEPARTMENT'S appropriation request in the work program year that the Project is scheduled to be committed;
- (b) Availability of funds as stated in paragraph 3.07 and 3.08 of this Agreement;
- (c) Approval of all services and other obligating documents and all other terms of this Agreement;

3.05 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the DEPARTMENT to proceed with the Project or part thereof involving such cost, (23 CFR 1.9 (a)). If FHWA or the DEPARTMENT determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported, the DEPARTMENT shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the DEPARTMENT may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the DEPARTMENT has advanced payment, the PUBLIC AGENCY shall promptly reimburse the DEPARTMENT for all such amounts within 90 days of written notice.

3.06 The PUBLIC AGENCY shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its Consultants and Sub-Consultants. The PUBLIC AGENCY shall timely submit invoices and documents necessary for the close out of the project.

The PUBLIC AGENCY agrees to promptly reimburse the DEPARTMENT for any and all amounts for which the DEPARTMENT has made payment to the PUBLIC AGENCY if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the PUBLIC AGENCY, including missing or deficient documentation of costs and

charges, untimely, incomplete, or insufficient submittals, or any other reason declared by the applicable Federal Agency.

The PUBLIC AGENCY agrees that the DEPARTMENT may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the PUBLIC AGENCY is not received by the DEPARTMENT after ninety (90) days of written notice from the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

Removal of Any Unbilled Funds

The PUBLIC AGENCY understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the DEPARTMENT will have no obligation to provide funds from other sources. The PUBLIC AGENCY agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the PUBLIC AGENCY will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

Removal of All Federal Funds

If all Federal funds are removed from the project by FHWA, including amounts previously billed to the DEPARTMENT and reimbursed to the PUBLIC AGENCY by the DEPARTMENT, and the project is off the state highway system, then the DEPARTMENT will request repayment for the previously billed amounts from the PUBLIC AGENCY.

3.07 Appropriation of Funds: The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

3.08 Multi-year Commitment: In the event this Agreement is in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated.

- (a) "The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 dollars and which have a term for a period of more than one (1) year."

3.09 Use of Funding to Purchase Equipment: If the PUBLIC AGENCY uses the funding provided by this AGREEMENT to purchase equipment, then the PUBLIC AGENCY **must** comply with the requirements of Title 49, Code of Federal Regulations, Section 18.32 (49 CFR 18.32).

3.10 If, after Project completion, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this Agreement, the DEPARTMENT may offset such amounts from payments due for work or services done under any agreement which it has with the PUBLIC AGENCY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.

4.00 Records:

4.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT and FHWA at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT and FHWA upon request. Records of costs incurred includes the PUBLIC AGENCY'S general accounting records and the Project records, together with supporting documents and records, of the PUBLIC AGENCY and all sub-consultants performing work on the Project and all other records of the PUBLIC AGENCY and sub-consultants considered necessary by the DEPARTMENT and FHWA for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.02 Federal Funding Accountability and Transparency Act: This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>."

4.03 Audits: The administration of resources awarded by the DEPARTMENT to the PUBLIC AGENCY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

4.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the

DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the PUBLIC AGENCY regarding such audit. The PUBLIC AGENCY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT "D" to this Agreement indicates Federal resources awarded through the DEPARTMENT by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the DEPARTMENT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a non-state entity as defined by Section 215.97(2)(m), Florida Statutes are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

EXHIBIT "D" to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:
 - A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd., MS-549
DeLand, Florida 32720

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd., MS-549
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd., MS-549
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd., MS-549
DeLand, Florida 32720

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The DEPARTMENT at the following address:

Florida Department of Transportation
Attn: Dianne Peek-Audit Analyst
719 South Woodland Blvd., MS-549
DeLand, Florida 32720
5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General, access to such records upon request. The recipient shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4.05 Inspections: The PUBLIC AGENCY shall permit, and shall require its contractors to permit, the DEPARTMENT'S authorized representative and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The DEPARTMENT may unilaterally cancel this AGREEMENT for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this AGREEMENT.

5.00 The DEPARTMENT'S Obligations: Subject to other provisions hereof, the DEPARTMENT will honor such requisitions in amounts and at times deemed by the DEPARTMENT to be proper to ensure the carrying out of the Project and payment of the eligible costs. However,

notwithstanding any other provision of this Agreement, the DEPARTMENT may elect by notice in writing not to make a payment on the Project if:

5.01 Misrepresentation: The PUBLIC AGENCY shall have made a misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

5.02 Litigation: There is then pending litigation with respect to the performance by the PUBLIC AGENCY of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

5.03 Approval by the DEPARTMENT: The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the DEPARTMENT or have made related expenditures or incurred related obligations without having been advised by the DEPARTMENT that same are approved;

5.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

5.05 Default: The PUBLIC AGENCY has been reasonably determined by the DEPARTMENT to be in material default under any of the provisions of the Agreement.

5.06 Federal Participation: The DEPARTMENT may suspend or terminate payment for that portion of the Project which the FHWA, or the DEPARTMENT acting in lieu of the FHWA, may designate as ineligible for federal-aid.

5.07 Disallowed Costs: In determining the amount of the payment, the DEPARTMENT will exclude all Project costs incurred by the PUBLIC AGENCY prior to the effective date of this Agreement, costs which are outside of the scope of services for the Project, and costs attributable to goods and services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

6.00 Termination or Suspension of Project:

6.01 Termination or Suspension Generally: The DEPARTMENT may, by written notice to the PUBLIC AGENCY, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate this Agreement in whole or in part at any time the interest of the DEPARTMENT requires such termination.

- (a) If the DEPARTMENT determines that the performance of the PUBLIC AGENCY is not satisfactory, the DEPARTMENT shall notify the PUBLIC AGENCY of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the PUBLIC AGENCY of the deficiency that requires correction. If the deficiency is not corrected within such time period, the DEPARTMENT may either (a) immediately terminate the Agreement as set forth in Paragraph 6.01, (b) below, or (b) take whatever action is deemed

appropriate by the DEPARTMENT to correct the deficiency. In the event the DEPARTMENT chooses to take action and not terminate the Agreement, the PUBLIC AGENCY shall, upon demand, promptly reimburse the DEPARTMENT for any and all cost and expenses incurred by the DEPARTMENT in correcting the deficiency.

- (b) If the DEPARTMENT terminates the Agreement, the DEPARTMENT shall notify the PUBLIC AGENCY of such termination in writing, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.
- (c) If the Agreement is terminated before performance is completed, the PUBLIC AGENCY shall be paid only for the work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the PUBLIC AGENCY.

6.02 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the PUBLIC AGENCY shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend Project activities and contracts and such other action as may be required or desirable to keep to the minimum the cost upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan and budget as approved by the DEPARTMENT or upon the basis of terms and conditions imposed by the DEPARTMENT upon the failure of the PUBLIC AGENCY to furnish the schedule, plan and budget within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the DEPARTMENT may otherwise have arising out of this Agreement.

7.00 Contracts of the PUBLIC AGENCY:

7.01 Third Party Agreements: The DEPARTMENT specifically reserves the right to review and approve any third party contracts with the respect to the Project before the PUBLIC AGENCY executes or obligates itself in any manner requiring the disbursement of DEPARTMENT funds, including consultant, purchase of commodities contracts or amendments thereto. If the DEPARTMENT chooses to review and approve third party contracts for this Project and the PUBLIC AGENCY fails to obtain such approval that shall be sufficient cause for nonpayment by the DEPARTMENT. The DEPARTMENT reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. Provided however, that once notice is given by the PUBLIC AGENCY of a contract third party to the DEPARTMENT, the DEPARTMENT shall have thirty (30) calendar days to register objections to the contract or vendor, specifically specifying the nature of the objection and what action would make the vendor or contract acceptable to the DEPARTMENT. If the DEPARTMENT does not give notice to the PUBLIC AGENCY objecting to the contract or vendor, specifically specifying the nature of the objection, and what action would make the vendor or contract acceptable to the DEPARTMENT within said thirty (30) calendar day period, the contract and vendor shall be deemed acceptable for payments to be made

by or to the PUBLIC AGENCY with regard to the aforesaid contract.

7.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the DEPARTMENT in a project with a PUBLIC AGENCY, where said project involves a consultant contract for professional engineering, architecture, landscape architecture, or registered surveying and mapping, is contingent on the PUBLIC AGENCY complying in full with the applicable provisions of Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act. At the discretion of the DEPARTMENT, the PUBLIC AGENCY will involve the DEPARTMENT in the Consultant Selection Process for all contracts to which the Consultants' Competitive Negotiation Act is applicable; provided, however, that once notice is given by the PUBLIC AGENCY to the DEPARTMENT of a contract to which the Consultants' Competitive Negotiation Act is applicable, the DEPARTMENT shall have fifteen (15) calendar days to provide notice to the PUBLIC AGENCY that the DEPARTMENT wishes to involve itself in the Consultant Selection Process and of the manner in which the DEPARTMENT wishes to be involved. If the DEPARTMENT does not give notice to the PUBLIC AGENCY as provided within the aforesaid fifteen (15) calendar day period, the PUBLIC AGENCY may proceed with the Consultant Selection Process without involving the DEPARTMENT in the process, and any contract in which the PUBLIC AGENCY has followed the appropriate statutory procedures of the Consultants' Competitive Negotiation Act shall be deemed acceptable for payments to be made by or to the PUBLIC AGENCY with regard to the aforesaid contract with regard to compliance with the Consultants' Competitive Negotiation Act and the qualification of the contractor. In all cases to which the Consultants' Competitive Negotiation Act is applicable, the PUBLIC AGENCY'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

8.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with DEPARTMENT funds under this Agreement. The DBE requirement of 49 CFR Part 26, as amended, applies to this Agreement.

The PUBLIC AGENCY and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The PUBLIC AGENCY and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

9.00 Compliance with Conditions and Laws: The PUBLIC AGENCY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the PUBLIC AGENCY is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," in 49 C.F.R. Part 29, when applicable.

10.00 Restrictions, Prohibitions, Controls and Labor Provisions:

10.01 Equal Employment Opportunity: In connection with carrying out of any project, the PUBLIC AGENCY shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The PUBLIC AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PUBLIC AGENCY shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvements, or similar work, the PUBLIC AGENCY shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause.

10.02 Title VI – Civil Rights Act of 1964: The PUBLIC AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the PUBLIC AGENCY pursuant thereto.

The PUBLIC AGENCY shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

10.03 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the PUBLIC AGENCY will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the PUBLIC AGENCY pursuant thereto.

10.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

10.06 Prohibited Interests: Neither the PUBLIC AGENCY nor any of its contracts or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer, or employee of the PUBLIC AGENCY during this tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the PUBLIC AGENCY, the PUBLIC AGENCY with prior approval of the DEPARTMENT, may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by the PUBLIC AGENCY relating to such contract, subcontract, or arrangement.

The PUBLIC AGENCY shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer, or employee of the PUBLIC AGENCY during this tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this subsection shall not be applicable to any agreement between the PUBLIC AGENCY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

10.07 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

10.08 U.S. Department of Homeland Security's E-Verify System: The PUBLIC AGENCY shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- (a) All persons employed by the PUBLIC AGENCY during the term of the Contract to perform employment duties within Florida; and
- (b) All persons, including subcontractors, assigned by the PUBLIC AGENCY to perform work pursuant to the contract with the Department.

11.00 Miscellaneous Provisions:

11.01 DEPARTMENT Not Obligated to Third Parties: The DEPARTMENT shall not be obligated or liable hereunder to any party other than the PUBLIC AGENCY.

11.02 When Rights and Remedies Not Waived: In no event shall the making by the DEPARTMENT of any payment to the PUBLIC AGENCY 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 PUBLIC AGENCY, and the making of such payment by the DEPARTMENT which any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

11.03 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

11.04 Bonus or Commission: By execution of the Agreement the PUBLIC AGENCY represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

11.05 State Law: Nothing in this Agreement shall require the PUBLIC AGENCY to observe or enforce compliance with any provisions thereof, perform any other act or do any other thing in contravention of any applicable State Law; provided, that if any of the provisions of the Agreement violate any applicable State Law, the PUBLIC AGENCY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the DEPARTMENT and the PUBLIC AGENCY to the end that the PUBLIC AGENCY may precede as soon as possible with the Project.

11.06 Project Completion, Agency Certification: The PUBLIC AGENCY will certify in writing on or attached to the final invoice, that the Project was completed in accordance with the Scope of Services, Exhibit "A" and that the Project is accepted by the PUBLIC AGENCY as suitable for the intended purpose.

11.07 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

11.08 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of three counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one of the same instrument.

11.09 Restrictions on Lobbying:

Federal: The PUBLIC AGENCY agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the PUBLIC AGENCY, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the PUBLIC AGENCY to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The PUBLIC AGENCY shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

11.10 Vendors Rights: The PUBLIC AGENCY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice, inspection and approval of goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the PUBLIC AGENCY. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the PUBLIC AGENCY requests payment. Invoices which have to be returned to the PUBLIC AGENCY because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for PUBLIC AGENCIES who may be experiencing problems in obtaining timely payment(s) from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 413-5516.

Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

11.11 Reimbursement of Federal Funds: The PUBLIC AGENCY shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the PUBLIC AGENCY and FHWA requires reimbursement of the funds, the PUBLIC AGENCY will be responsible for repayment to the DEPARTMENT of all funds awarded under the terms of this agreement. Federal Economic Stimulus awards do not exempt the PUBLIC AGENCY from adherence to federal guidelines, procedures, and regulations.

12.00 Contacts: All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

DEPARTMENT

Shirley Matthews	Florida Department of Transportation
JPA Coordinator	Joan Carter, Project Manager
MS 4-549	Mail Station 530 SP
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720
PH: (386) 943-5452	PH: (386) 943-5335
shirley.matthews@dot.state.fl.us	joan.carter@dot.state.fl.us

PUBLIC AGENCY

East Central Florida Regional Planning Council
Tara McCue, AICP
Planner II
309 Cranes Roost Boulevard, Suite 2000
Altamonte Springs, Florida 32701
PH: (407) 262-7772
tara@ecfrpc.org

IN WITNESS WHEREOF, the PUBLIC AGENCY has executed this Agreement this _____ day of _____, 2011, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2011.

**EAST CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: George S. Lovett

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Title: _____

Title: Executive Secretary

(SEAL)

Approved as to Form, Legality
And Execution:

Legal Review:

PUBLIC AGENCY Attorney

DEPARTMENT Attorney

Financial Provisions Approved by
Department's Comptroller

Authorization Received from the Comptroller's
Office as to Availability of Funds:

EXHIBIT "A"

SCOPE OF SERVICES

Financial Management Number: 430450-1-84-01

I. Project Purpose

The purpose of this project is to create a social media video to promote Safe Routes to School. The video aims to encourage parents and community members to advocate for safe biking and walking environments and education for children and families. The goals are three 1.) to encourage policy makers to incorporate Safe Routes to School policies into school planning and sitting in order to encourage children to safely walk and bike to school; 2.) to create healthy communities which foster a walking and bicycling lifestyle; 3.) to educate school boards, health advisory committees, faculty, Parent Teacher Associations, and children about the importance of Safe Routes to School. The target audience consists of policy makers, school board officials, school health advisory committees, school faculty, Parent Teacher Associations, and children.

The video will be divided into two main segments targeting different strategic audiences, but when played together, create one media piece for all audiences.

This video would be shown throughout the East Central Florida Regional Planning Council region, and ultimately across the state to the following groups:

- School Health Advisory Committees
- School Boards
- School Principals and Sites
- Parent Teacher Associations
- City and County Councils/Elected Officials
- Land Use Planners
- School Site Planners
- Transportation Engineers/Planners

II. Description of Services

- 1) The ECFRPC will work with the Health Masters Club and the Florida Department of Transportation in project video development.
- 2) The ECFRPC will oversee the contractual obligations of the Health Masters Club and the video production company.
- 3) The ECFRPC will work with the Health Masters Club to compile information to be included in the video and scripting video.

- 4) Deliver video product to FDOT in fulfillment of contract.

III. Tasks

Task A. (3 Weeks – Segment One)

The first video segment is to encourage policy makers to incorporate the Safe Routes to School Program and guidelines and appropriate policies into all areas of school planning, policies, and curriculum to encourage children to safely walk and bike to school and help to create safe, healthy communities which reinforce walking and bicycling. It will be oriented towards decision makers such as the School Health Advisory Committees, School Boards, and other School and Elected Officials. School planning, land use planning, and transportation planning are all intertwined; therefore it is important that policies also be encouraged in comprehensive and transportation plans. The video can also be used to educate Florida Department Of Transportation (FDOT), Metropolitan Planning Organizations (MPOs), Transportation Planning Organizations (TPOs), urban planners, architects, and engineers about the importance of creating safe, connected walking and biking pathways within school service areas, and throughout the community.

Tasks to be completed:

- 1) Dialogue and story board for a brief introduction to the Safe Routes to School (SRTS) Program.
- 2) Support from at least 2 professionals to provide commentary for video on the benefits of walking and biking to school. Act as liaison between video team and professional. Topics to be addressed would include:
 - o Obesity
 - o Grades
 - o Behavior
 - o Healthy and Responsible Lifestyles
 - o School siting benefits (design, location, site size, co-location)
- 3) Storyboard/script to discuss state and local policy obstacles to creating walkable, neighborhood centered schools. Explore how schools and municipal amenities can serve as centers of neighborhoods and communities, and how the co-location of schools and other neighborhood facilities such as parks and recreation centers promotes walkability and encourages healthy lifestyles and a sense of community. Included in this discussion is linking land use planning to the Safe Routes to School Program and accessibility of neighborhoods to schools, school design, location, site size, and co-location.
- 4) Story board/script to show how schools, cities and counties can create a cultural shift from auto-oriented, schools and the resultant effects on traffic congestion, obesity, and student performance, to a healthier community that promotes walking, biking, safety and responsibility. Issues to be addressed
 - o Creation or implementation of Safe Routes to School Curriculum and Cross Curriculum from K-12th grade. This proposed curriculum would start with the

basics in Kindergarten such as basic bike safety and rules of the road. With each grade, a new concept built upon the previous year would be introduced with the main goal of educating and encouraging students in various aspects of transportation, transit, bikes, walking, wayfinding, mapping, and urban planning. The goal is to encourage and educate students to be safe and knowledgeable in all areas of transportation and encourage them to change their lifestyle.

- How the SRTS program may provide benchmarks in PE Curriculum and Health Education Curriculum Next Generation Sunshine State Standards will be introduced.
 - Health literacy and healthy behaviors.
 - Include examples of curriculum in place; lessons; videos of children learning; kids on transit.
- 5) Conclusion story board/scripts showing how implementation of the Safe Routes to School Program into School Board, School Health, and County Policies and planning can foster a safe and encouraging walking and biking community as well as benefit the children in a multitude of ways, especially with lifestyle changes they will take with them into adulthood. The conclusion will emphasis how in some areas infrastructure is already in place, but the education and encouragement to promote healthy lifestyles and walking/biking to school is lacking.
 - 6) To highlight programs already implemented, video and interviews with Best Practice Schools or Counties will be shown. For example, the following agencies, projects or schools may be shown: Brevard County TPO, SRTS website, and a sample school such as Nap Ford Community School or Dommerich Elementary. Research national example for possible inclusion such as Davis California as a best practice example.
 - 7) Review of Storyboards and scripts with FDOT. FDOT project manager will review each story board and segment to account for creativity, subject matter and presentation.
 - 8) Provide coordination with video producer, Health Masters Club, ECFRPC and FDOT project manager during the creation of the story boards and script writing.
 - 9) Meetings: At least 3 meetings to review each story board with the project team prior to final deliverable of Task A.
 - 10) Provide assistance to video production and assist with review of video material.

Deliverables: 1) 4 Storyboards/Scripts to provide to video production.

2) Final Draft of Video Segment One

Task B (3 Weeks – Segment Two)

The second segment of the video will be to educate faculty, PTA, parents and children about the importance of Safe Routes to School infrastructure, encouragement, and education and its link to a healthy lifestyle and learning environment. The video aims to encourage parents and community members to advocate for safe biking and walking environments and education for children and families. This segment will be used at school facilities, PTA meetings and events, on closed circuit TV in schools, and more.

- 1) Story board and script to include
 - Benefits of walking and biking to school and the creation of a cultural shift to walking and biking
 - The importance of Safe Routes to School for biking/walking safety
 - Education
 - Infrastructure
 - Visibility/Eyes on the Sidewalks
 - How to use what you already have
 - Back to basics
 - Drop offs
 - Walking School buses
 - Educational media already completed
 - Encouraging children to walk and bike to school
 - Walk to School Days
 - Rewards
 - Feet Not Fuel
 - Safety Videos
 - Incorporate into curriculum
 - Safe Routes to School Curriculum and Cross Curriculum from K-12th grade
 - Conclude with interviews of children who have the Safe Routes to School program already implemented
- 2) Review of Storyboards and scripts with FDOT. FDOT project manager will review each story board and segment to account for creativity, subject matter and presentation.
- 3) Provide coordination with video producer, Health Masters Club, ECFRPC and FDOT project manager during the creation of the story boards and script writing.
- 4) Meetings: At least 3 meetings to review each story board with the project team prior to final deliverable of Task B.
- 5) Provide assistance to video production and assist with review of video material.

Deliverables: 1) Storyboard/script to provide to video production.

2) Final Draft of Video Segment Two

Task C – Educational Material Development

This task will be completed during the duration of the project. Final deliverable with final video production.

Compile pertinent information as related to the video.

Create a Design for policy/decision makers.

Create a design for PTA/schools/parents.

Produce 500 copies of material.

Produce and package 10 copies of DVD.

IV. Final Deliverables:

- 1) 2 segment video incorporating all aspects listed above, to be used in education, outreach, and policy decisions. Produce 10 copies of video and package.
- 2) Educational material to accompany video.

The East Central Florida Regional Planning Council will oversee the project and marketing strategies. The ECFRPC will also coordinate with the FDOT District 5 Bike/Pedestrian Coordinator throughout the project to ensure its final acceptance by FDOT as a valuable marketing and education tool for implementing SRTS policies in comprehensive plans, school board policies and state curriculum, as well as health and transportation policies.

V. Compensation

Sub-Contractor, Health Masters Club (Dr. Toni Moody) will be compensated at a rate of \$75 per hour not to exceed \$ 13,000 for 173 hours (approximately 20 hours per week for 8 weeks), reimbursement based. A detailed time inventory will be delivered with the final deliverable for each task. Documentation will include the numbers of hours per day for each task. This provides documentation for reimbursement from FDOT.

Sub-Contractor (TBD) video production will be compensated upon deliverables at a rate not to exceed \$30,000. This estimate was based upon an initial quote by a video production company. The ECFRPC will produce educational material and packaging for the DVD not to exceed \$270. Expenses are outlined in the Estimated Budget, Exhibit "B".

EXHIBIT "B" ESTIMATED BUDGET

Financial Management Number: 430450-1-84-01

Cost Breakdown

Estimated Line Item Budget Category	Amount
Glossy Copy Paper (1 Ream - 500 sheets)	\$30
Educational Information Printing (.25 per copy/500 copies)	\$125
Miscellaneous printing (.25 per copy /100 copies)	\$25
DVD labels Printing- Color Copies (.25 per copy /40 copies)	\$10
DVD Labels (1 pack of 40)	\$25
Case of DVDs (1 pack of 40)	\$35
Case of DVD Cases (4 packs of 12 @ \$5 per pack)	\$20
Total	\$270
Contractual	
Film Production (estimate based on quote from a production company)	\$30,000
Health Masters Club (\$75/hour *173 hours)	\$13,000
Contractual Total	\$43,000
ESTIMATED TOTAL	\$43,270

EXHIBIT "C"

RESOLUTION

Financial Management Number: 430450-1-84-01

Exhibit "D"

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: FHWA Safe Routes to School Program

Catalog of Federal Domestic Assistance: 20-205 Highway Planning and Construction

Amount: \$43,270.00

Federal Grant Program Purpose

To enable and encourage children, including those with disabilities, to walk and bicycle to school; to make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age; and to facilitate the planning, development, and implementation of projects and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of schools.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Recipients of FHWA Safe Routes to School funding must comply with the statutory requirements in Chapter 287, Florida Statutes, Sections 215.97, 287.058, 287.134, 339.12 and 339.135, Florida Statutes; the audit requirements of OMB Circular A-133, as revised and Chapters 23 and 49, Code of Federal Regulations.

This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>."



**East Central Florida
Comprehensive Economic Development Strategy (CEDS)
Strategy Committee 2011**



Mr. Russ Abrams
Executive Office of the Governor

Ms. Leslie Hielema
Orlando, Inc.

Mr. Randy Berridge
Florida High Tech Corridor

Mr. C.T. Hsu
C.T. Hsu + Associates, P.A.

Mr. Rob Brancheau
Greater Orlando Aviation Authority

Ms. Misty Johantgen
Visit Orlando

Ms. Debbie Clements
Progress Energy

Mr. Dale Ketchman
Spaceport Research & Technology Institute (SRTI)

Ms. Jan Conrad
Brevard Workforce

Mr. Z. Joe Kulenovic
Enterprise Florida

Ms. Diane Crews
Orlando Sanford International Airport

Ms. Shelley Lauten
myregion.org

Mr. Frank DiBello
Space Florida

Mr. Michael Levine
Century 21 World Properties

Mr. Gary Earl
Work Force Central Florida

Mr. Randy Lyon
Central Florida YMCA

Mr. Ronald Egan
General Electric (GE)

Mr. William J. McDermott
Seminole County Economic Development

Mr. Rick Fraser
Center for Business Excellence

Dr. Ann McGee
Seminole State College

Ms. Malvina Gasco
The Boeing Company

Ms. Belinda Ortiz
City of Kissimmee

Honorable Cheryl Grieb
City of Kissimmee, ECFRPC Chair

Mr. J. Stanley Payne
Canaveral Port Authority

Dr. Gaby N. Hawat
Valencia Community College

Mr. Ken Peach
Health Council of East Central Florida



**East Central Florida
Comprehensive Economic Development Strategy (CEDS)
Strategy Committee 2011**



Mr. David Pierce
NASA Kennedy Space Center

Mr. John Porter
Porter World Trade

Mr. Ed Schons
University of Central Florida

Ms. Dede Schaffner
Seminole County School Board

Mr. Bob Shephard
Disney Entrepreneur Center

Mr. Justin Sowers
Lockheed Martin

Mr. Chester J. Straub
TRDA Business Innovation Center

Mr. Adam Sumner
Lake County

Mr. Victor Tan
Asian American Chamber of Commerce

Mr. Brian Walters
Metro Orlando Economic Development
Commission

Ms. Lynda Weatherman
Economic Development Commission of
Florida's Space Coast

Mr. Bill Winder
Nemours

**East Central Florida
Comprehensive Economic Development Strategy (CEDS)**



Strategy Committee Meeting Schedule

East Central Florida Regional Planning Council
309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701

Meeting 3:
Monday, May 9, 2011
11:30 am – 1:30 pm

Meeting 4:
Monday, June 6, 2011
11:30 am – 1:30 pm

Final Meeting:
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Forecast: Orlando worst housing market in U.S.

By Mary Shanklin, Orlando Sentinel

11:48 PM EDT, May 9, 2011

A new real-estate forecast ranks Orlando as the nation's worst housing market by the end of this year.

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Fiserv Inc., a financial-services provider, said Monday that single-family home prices in Metro Orlando are expected to have fallen another 19 percent by the fourth quarter of 2011 compared with a year earlier. That would cut the four-county metro area's median price from \$155,000 as of last year's fourth quarter to \$110,050 by the end of this year.

A rebound, though, could begin in early 2012, the company said.

The local housing market should bottom out during the first quarter of 2012, Fiserv predicted, and prices are expected to rise more than 2 percent between the end of 2011 and the end of 2012. Although a slight price increase, it would put Orlando in the middle of the pack for U.S. housing markets next year — unfamiliar territory for the metro area since the housing bubble burst several years ago and home prices began to slide.

Fiserv chief economist David Stiff said he would be more likely to buy a house in Orlando early next year than this year because he expects prices will be lower then.

"One of the problems [this year] is the huge supply of foreclosure homes," Stiff said in an interview Monday.

Orlando's near-term real-estate outlook depends largely on when stalled foreclosures begin working their way through the courts again after delays sparked by allegations of improper documentation. Orlando's recovery could be further delayed depending on how quickly, or slowly, banks initiate new foreclosures on properties behind on their mortgage payments and in default, Stiff said.

The direction of Orlando's home prices will depend on whether there are enough investors and other buyers to create a demand for those foreclosure properties that have yet to hit the market, he said.

The four other metro areas that made Fiserv's list of the five worst markets in the country as of this year's fourth quarter are: Detroit; Miami; Riverside, Calif.; and West Palm Beach. The five best U.S. markets as of the end of this year are expected to be Tacoma, Wash.; Memphis, Tenn.; Pittsburgh; Boise City, Idaho; and Rochester, N.Y.

Fiserv relies on data for 375 metropolitan areas from both the Case-Shiller Index and the Federal Housing Finance Agency. Its rankings also take into consideration unemployment and foreclosure data, and are based on Moody's Analytics.

MetroStudy Inc. economist Brad Hunter said Monday that not all areas of Central Florida will recover at equal rates.

"There is a large overhang of empty homes and empty lots, which will certainly put downward pressure on home prices," Hunter said. "But this will impact the more remote parts of the Orlando market more than the 'close-in' submarkets, inside the beltway."

Walter Maloney, a spokesman for the National Association of Realtors, said Fiserv could be correct in predicting that Orlando's single-family home prices won't hit bottom until the first quarter of next year, but he questioned the double-digit-percentage price drop projected for 2011.

The national Realtors group expects to report on Tuesday that Orlando prices slipped only 1 percent during the first quarter. Expecting them to fall another 18 percent by the end of the year seems a little drastic, particularly given the significant drops in price that have already occurred in recent years, Maloney said.

Single-family-home prices have fallen 51.8 percent since mid-2006 in the Metro Orlando market, which comprises Orange, Osceola, Seminole and Lake counties. The most severe 12-month price decrease was 30 percent, from early 2008 to early 2009.

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How do we fix the housing problem?

Blog post by [Charles Marohn](#) on 09 May 2011
[building](#) [finance](#)

Charles Marohn, New Urban Network

The downward pressures on the housing market continue. The opposing force — inflation brought about by Federal Reserve policy — is a blunt instrument that has potentially explosive side effects. How do we unwind six decades of malinvestment in a development pattern that cannot financially sustain itself?

Last week, Rob Steuteville of the New Urban Network published a series on the coming housing calamity. ([Part 1](#), [Part 2](#)) Yes, that is coming, as in yet to happen. The posts were inspired by a presentation from Arthur C. Nelson at the Forum on Land and the Built Environment in Cambridge, Massachusetts, and they describe how the baby boomers' selling their homes, combined with shifting preferences and economics amongst potential buyers, is going to drive down home ownership rates and the demand for new homes, especially within the current development pattern.

This is a powerful narrative that adds to the growing body of evidence suggesting (a) we have massively overbuilt the number of single-family housing units in this country and (b) housing prices are more likely to move dramatically downward than dramatically upward. When you combine this with the Strong Towns insight that our pattern of development cannot be maintained using the excess wealth it generates, you have a toxic mix.

That should not suggest that we've started to come to grips with reality yet. Our first attempt was to try to prop up housing with first-time homebuyer credits and other gimmicks to artificially create demand. Currently our collective delusion is nowhere more clear than with the talking heads on CNBC and the wishful thinking over the Federal Reserve's ability to solve our problems.

There is a sense in some important circles that we can, through Federal Reserve monetary policy, gently adjust our way out of this problem. Continued low interest rates are one aspect of this strategy. The lower the interest rates we maintain, the greater the buying power of a set housing payment. Historically-low interest rates have certainly kept housing prices from falling faster than they have.

Table 1

2% Inflation Rate			
	House	Mortgage	Equity
2008	\$ 300,000	\$ 270,000	\$ 30,000
2009	\$ 240,000	\$ 266,400	\$ (26,400)
2010	\$ 192,000	\$ 262,860	\$ (70,860)
2011	\$ 153,600	\$ 259,305	\$ (105,705)
2012	\$ 156,672	\$ 255,118	\$ (98,446)
2013	\$ 159,805	\$ 250,884	\$ (91,079)
2014	\$ 163,002	\$ 246,390	\$ (83,388)
2015	\$ 166,262	\$ 241,618	\$ (75,356)
2016	\$ 169,587	\$ 236,552	\$ (66,965)
2017	\$ 172,979	\$ 231,173	\$ (58,194)
2018	\$ 176,438	\$ 225,482	\$ (49,044)
2019	\$ 179,967	\$ 219,406	\$ (39,439)
2020	\$ 183,568	\$ 212,963	\$ (29,395)
2021	\$ 187,243	\$ 206,130	\$ (18,887)
2022	\$ 190,982	\$ 198,875	\$ (7,893)
2023	\$ 194,802	\$ 191,172	\$ 3,630

Charles Marohn

Table 2

4% Inflation Rate			
	House	Mortgage	Equity
2008	\$ 300,000	\$ 270,000	\$ 30,000
2009	\$ 240,000	\$ 266,400	\$ (26,400)
2010	\$ 192,000	\$ 262,860	\$ (70,860)
2011	\$ 153,600	\$ 259,305	\$ (105,705)
2012	\$ 159,744	\$ 253,118	\$ (93,374)
2013	\$ 166,134	\$ 250,884	\$ (84,750)
2014	\$ 172,779	\$ 246,390	\$ (73,611)
2015	\$ 179,690	\$ 241,618	\$ (61,928)
2016	\$ 186,878	\$ 236,552	\$ (49,674)
2017	\$ 194,353	\$ 231,173	\$ (36,820)
2018	\$ 202,127	\$ 225,482	\$ (23,355)
2019	\$ 210,212	\$ 219,406	\$ (9,188)
2020	\$ 218,621	\$ 212,963	\$ 5,658

Charles Marohn

Table 3

10% Inflation Rate			
	House	Mortgage	Equity
2008	\$ 300,000	\$ 270,000	\$ 30,000
2009	\$ 240,000	\$ 266,400	\$ (26,400)
2010	\$ 192,000	\$ 262,860	\$ (70,860)
2011	\$ 153,600	\$ 259,305	\$ (105,705)
2012	\$ 168,960	\$ 253,118	\$ (84,158)
2013	\$ 185,856	\$ 250,884	\$ (65,028)
2014	\$ 204,442	\$ 246,390	\$ (41,948)
2015	\$ 224,886	\$ 241,618	\$ (16,732)
2016	\$ 247,374	\$ 236,552	\$ 10,822

Charles Marohn

Another aspect of this is the loosening of the money supply and the higher acceptable rate of inflation. The Federal Reserve is tasked with maintaining the stability of the currency and, at least in theory, tries to keep the inflation rate as close to zero as possible. An inflation rate of zero means that prices are stable and are not being artificially driven upward by an excessive amount of money in the system (resulting in cheap or easy credit and a financial boom or bubble).

The Federal Reserve has raised inflation expectations and has actually suggested, as part of its quantitative easing program, a target inflation rate of 2 percent. In other words, the Fed is adding money to the economy (largely by giving it to banks, which largely give it to the U.S. Treasury) in the hopes that it will get things moving again, get people spending and "kick-start" the economy.

Let's look at how this might affect the housing market. Take a homeowner who purchased a \$300,000 home at the height of the bubble with just 10 percent down payment. That house has dropped in value for three years in a row and is now probably worth around half of its peak value. If the house now started to inflate in value by the target rate of 2 percent per year, here is how that would impact the ability of the homeowner to get out from underneath their underwater mortgage (see Table 1).

Assuming a static economy (no further housing correction) with inflation driving "growth," in twelve years, this home owner would be solvent again. If you ramped inflation up to 4 percent, you could get there in nine years (see Table 2).

Or, if we had a much higher rate of 10 percent, we could cut that to 5 years (see Table 3).

So why not just print money, inflate this debt problem away, restore mobility, and let's just get on with it? We could get back to building homes, adding new highway lanes, selling cars, employing all of those people in the construction-related industries, and basically get our American mojo back again. We can just reset right back to 1990 and do this thing all over again (but we'll be smarter this time and not allow subprime CDO's).

First, there is no evidence that a higher inflation rate would actually wind up reflecting in the housing sector. Steuteville's post of Nelson's research shows that there are so many downward forces on housing right now that it is not clear that a higher overall inflation rate could save the housing market. There is a strong chance we would get lower housing prices anyway, but after a long bout of inflation everything else would cost more too. That is not a good combination.

Second, instead of housing, higher inflation is likely to show up in other sectors of the economy, particularly commodities and imported products. Here is our theoretical inflation rates as applied to gas prices at the pump (see Table 4).

You can see that with 10 percent inflation we could help homeowners get out of their bad mortgages, but we would also be paying over \$6 a gallon for gas (and that assumes we stay in the same spot on the supply/demand curve, which we won't). Again, what do high gas prices do to the value of our suburban and exurban housing stock? That's right: it drives it downward. So inflation likely creates this downward feedback loop because of the energy-reliant nature of our development pattern.

Table 4

Gasoline Inflation	2%	4%	6%	10%
2011	\$ 3.80	\$ 3.80	\$ 3.80	\$ 3.80
2012	\$ 3.88	\$ 3.95	\$ 4.03	\$ 4.18
2013	\$ 3.95	\$ 4.11	\$ 4.27	\$ 4.60
2014	\$ 4.03	\$ 4.27	\$ 4.53	\$ 5.06
2015	\$ 4.11	\$ 4.45	\$ 4.80	\$ 5.56
2016	\$ 4.20	\$ 4.62	\$ 5.09	\$ 6.12
2017	\$ 4.28	\$ 4.81	\$ 5.39	
2018	\$ 4.37	\$ 5.00	\$ 5.71	
2019	\$ 4.45	\$ 5.20		
2020	\$ 4.54	\$ 5.41		
2021	\$ 4.63			
2022	\$ 4.72			
2023	\$ 4.82			

Charles Marohn

Third, it is important to understand that inflation is a tax on savings and investment. Any inflation-based bailout of the housing sector is simply a tax on people who have saved prudently and did not buy the McMansion they could not afford. How strong of a society would we create by bailing out all of the wasteful decision-makers and their malinvestment at the expense of the prudent and the wise?

Finally, there is nothing to suggest that we can fine-tune such a complex economy in this way. While the Federal Reserve and many economists are confident they can add just the right amount of money in the system to get it sloshing around at a 2 percent inflation rate, others suspect the flow of money might be like water building up behind a dam. You can add and add and add and see no impact to the downstream flow, but once the dam breaks, the money spills out everywhere and you have a flood of hyperinflation.

For me, I am not sure what is going to happen, but the risks of really high inflation do not seem to be justified by the potential that we just might be able to bail out bad housing investments, paying much higher prices for everything from gas to groceries in return. I think most people would agree with that in theory, but it is not like the opposite is a great scenario either. Massive housing default, bank failures, a drying up of credit and capital and likely much higher unemployment for a significant amount of time.

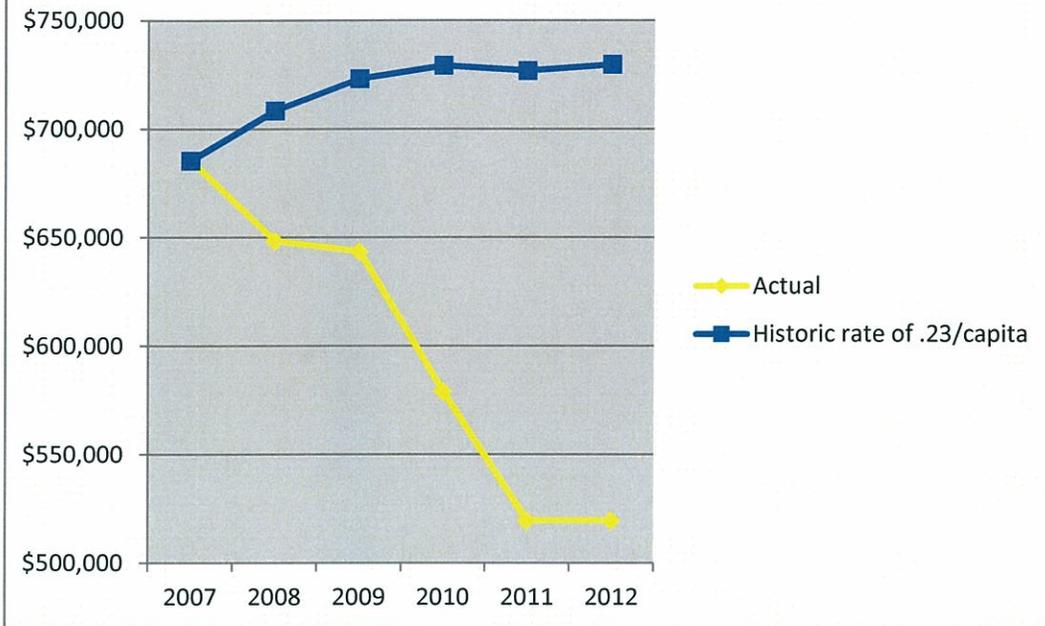
How do we unwind six decades of malinvestment in an American development pattern that cannot be financially sustained? That seems to be the question of our time. While we are trying to figure it out, we have huge segments of the work force sitting idle waiting for a recovery in construction that is not going to happen. Most of the rest of us worry about the impact high gas prices will have on our commutes and our trips to Wal-Mart. It seems as if we collectively acknowledge that massive change is necessary, but seem intentionally oblivious to the extent it is going to impact what we have come to know as the American way of life.

None of this is more evident than in the leadership of our cities and towns. We've stripped these places of any substantive ability to innovate and respond to stress. And now, in what has to be considered the best case scenario, they will have their tax base — which has been effectively cut in half — recover to 2008 levels by 2023 while their cost of doing business increases by 30 percent. It is time to focus on building Strong Towns.

East Central Florida Regional Planning Council

Page 5 ECFRPC FY 2012 Proposed Local Assessments												
A						B		C		D		
1	ECFRPC 2012 Dues			ECFRPC FY 2011 Dues			ECFRPC FY 2010 Dues		FY 2009		FY 2008	
	<u>BEBR Population</u>	<u>Proposed</u>			<u>Approved</u>		<u>7/22/2009</u>					
2	<u>Member</u>	<u>1-Apr-10</u>	<u>Apr-11</u>	<u>2012 Dues @</u>	<u>2009 Population</u>	April 21 2010	Population	<u>Approved</u>	<u>Population</u>	<u>Actual</u>	<u>Population</u>	<u>Actual</u>
3			dues reduced	\$0.23/capita	1-Apr-09	per capita dues @		<u>Dues @</u>		<u>Dues @</u>		<u>Dues @</u>
4			per capita from 2011	10 year historic rate	BEBR	\$ 0.164421		\$0.18269/capita		0.2047/Capita		0.21054/Capita
5			(4/10 of 1 percent)		Estimates	10% reduction from						
						2010 multiplier						
			\$ 0.163789									
6	Brevard County	543,376	\$ 88,999	\$ 124,976	555,657	\$ 91,362	556,213	\$ 101,615	552,109	\$ 113,017	543,050	\$ 114,334
7	Lake County	297,052	\$ 48,654	\$ 68,322	291,993	\$ 48,010	288,379	\$ 52,684	286,499	\$ 58,646	276,783	\$ 58,274
8	Orange County	1,145,956	\$ 187,695	\$ 263,570	1,108,882	\$ 182,323	1,114,979	\$ 203,696	1,105,603	\$ 226,317	1,079,524	\$ 227,283
9	Osceola County	268,685	\$ 44,852	\$ 61,798	272,788	\$ 44,852	273,709	\$ 50,004	266,123	\$ 54,475	255,903	\$ 53,878
10	Seminole County	422,718	\$ 69,675	\$ 97,225	423,759	\$ 69,675	426,413	\$ 77,901	425,698	\$ 87,140	420,667	\$ 88,567
11	Volusia County	494,593	\$ 83,379	\$ 113,756	507,105	\$ 83,379	510,750	\$ 93,309	508,014	\$ 103,990	503,844	\$ 106,079
12	Total Assessments	3,172,380	\$ 519,601	\$ 729,647	3,160,184	\$ 519,601	3,170,443	\$ 579,208	3,144,046	\$ 643,586	3,079,771	\$ 648,415
This is a freezing at 2011 rates, after four consecutive dues rollbacks						11.3% overall reduction , combination of population loss and 10% multiplier reduction.						

ECFRPC Dues Reductions 2007-2012



Year	Historic rate of .23/capita		Difference
	Actual	.23/capita	
2007	\$685,394	\$685,394	Difference
2008	\$648,415	\$708,348	\$59,933
2009	\$643,586	\$723,131	\$79,545
2010	\$579,208	\$729,202	\$149,994
2011	\$519,601	\$726,842	\$207,241
2012	\$519,601	\$729,647	\$210,047
Total Dues Rollbacks			\$706,760

NEW NETWORK

URBAN A NEW URBAN NEWS PUBLICATION

US and Germany will team up on sustainability

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Author: Philip Langdon

New Urban Network

The US Department of Housing & Urban Development announced today that it has signed an agreement with Germany's Ministry of Transport, Building, and Urban Development (BMVBS) to "cultivate a dual framework to promote more sustainable and livable communities in both nations."

The Declaration of Intent signed by HUD and the BMVBS will support a variety of cooperative actions, including "exchanging sustainability experts from each organization; sharing information and research; hosting bilateral conferences and other meetings at least twice a year; and sponsoring joint research studies," HUD stated in a news release.

"Our nations are urban nations," said BMVBS State Secretary Rainer Bomba. "Not only does a majority of our people live in cities, they are the pillars of our economies and often focal points of the national heritage in our countries. Our joint action to foster sustainable and successful development for our cities therefore reflects our dedication to improve the living conditions in our societies as a whole."

"This Joint Declaration reinforces the idea that developing more sustainable communities is something both our nations recognize as critical to our futures," said HUD Deputy Secretary Ron Sims during a signing ceremony at HUD headquarters in Washington. "The U.S. and Germany share a common vision that we can build a better, more sustainable and livable tomorrow."

In the US, the [Federal Partnership for Sustainable Communities](#), initiated by the Obama Administration, is promoting a set of livability principles that includes:

- Providing more transportation choices;
- Promoting equitable, affordable housing;
- Enhancing economic competitiveness;
- Supporting existing communities;
- Coordinating policies and leverage investment; and
- Valuing communities and neighborhoods.

HUD and the German ministry identified the following areas in which the two countries may work together:

- a. Analysis of integrated urban and regional policies relevant to the development and redevelopment of cities, metropolitan communities, and rural areas.
- b. Ways to foster the design and development of sustainable communities through integrated and inter-governmental partnerships in a federal system, with particular attention to transit-oriented development planning and finance.
- c. Urban economic development and public-private sector investment partnerships, particularly involving sustainability, green retrofit, and the revitalization of "cities in transition through large-scale changes in their employment base."
- d. Public-private partnership comparisons, especially the varying degrees and methods of using private corporate and philanthropic investment with public partners at all levels of government for revitalization and sustainability.
- e. Urban land use, including green-space planning, urban farming, temporary greening, and brownfield rehabilitation. This component may include attention to the quality of public spaces, urban man-made landscapes, and architecture.
- f. Construction technology and the development of building codes for safer, more affordable housing, with particular regard to residential energy efficiency, urban energy use, and solar, wind, and geothermal advances.
- g. Housing finance policy, including both homeownership and rental programs, and government monitoring of mortgage capital markets.
- h. The design, development, and administration of housing rent subsidy programs.
- i. Other national policy and research issues in housing and community development and related issues, as determined by the two governments.

The text of the Declaration is available [here](#).

The Federal Republic of Germany and other European Union nations have adopted the Leipzig Charter, which recommends creating high-quality public spaces, promoting efficient and affordable urban transportation, and improving energy efficiency with a particular emphasis on underserved neighborhoods.

Posted by Philip Langdon on 09 May 2011