



COUNCIL MEETING AGENDA

April 18, 2024

9:00am – 11:00am

In Person and Virtual Meeting

LOCATION: SFWMD Office, 2301 McGregor Blvd., Ft. Myers Florida 33901

Join Zoom Meeting:

<https://us06web.zoom.us/j/91588729954?pwd=OVerTVNQVVpRZjQrY1Jab1dpMDBPUT09>

Join by phone: 1-929-205-6099

Meeting ID: 915 8872 9954

Passcode: 082520

Mission Statement:

To work together across neighboring communities to consistently protect and improve the unique and relatively unspoiled character of the physical, economic and social worlds we share...for the benefit of our future generations.

1	INVOCATION	
2	PLEDGE OF ALLEGIANCE	
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	a) Executive Committee – Chair Don McCormick	
	b) Quality of Life & Safety Committee – Chair Don McCormick	
12	NEW BUSINESS	
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14	COUNCIL MEMBERS’ COMMENTS	
15	ADJOURN	

Two or more members of the Peace River Basin Management Advisory Committee and Charlotte Harbor National Estuary Program may be in attendance and may discuss matters that could come before the Peace River Basin Management Advisory Committee and Charlotte Harbor National Estuary Program, respectively, for consideration.

In accordance with the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this meeting should contact the Southwest Florida Regional Planning Council 48 hours prior to the meeting by calling (844) 988-8244; if you are hearing or speech impaired call (800) 955-8770 Voice/(800) 955-8771 TDD.

1406 SW 8th Pl, Cape Coral, FL 33991-2910



P: 844.988.8244 | www.swfrpc.org

UPCOMING SWFRPC MEETING DATE:
May 16, 2024

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SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL MEMBERSHIP

OFFICERS

Mr. Donald McCormick, Chair	Councilman Fred Burson, Vice-Chair
Commissioner Bill McDaniel, Secretary	(Vacant), Treasurer

CHARLOTTE COUNTY

Commissioner Joe Tiseo, Charlotte BCC
 Commissioner Ken Doherty, Charlotte BCC
 Councilwoman Dr. Deborah Lux, City of Punta Gorda
 Mr. Donald McCormick, Governor Appointee
 (Governor Appointee Vacancy)

COLLIER COUNTY

Commissioner Bill McDaniel, Collier BCC
 Commissioner Rick LoCastro, Collier BCC
 Councilman Bill Kramer, City of Naples
 (City of Marco Island Vacancy)
 (Governor Appointee Vacancy)
 (Governor Appointee Vacancy)

GLADES COUNTY

TBD, Glades BCC
 Commissioner Tim Stanley, Glades BCC
 (City of Moore Haven Vacancy)
 (Governor Appointee Vacancy)

HENDRY COUNTY

Commissioner Emma Byrd, Hendry BCC
 Commissioner Mitchell Wills, Hendry BCC
 Vice-Mayor Greg Thompson, City of Clewiston
 (City of LaBelle Vacancy)
 Mr. Mel Karau, Governor Appointee

LEE COUNTY

Commissioner Kevin Ruane, Lee BCC
 Commissioner Brian Hamman, Lee BCC
 Councilman Fred Burson, City of Fort Myers
 Mayor Dan Allers, Town of Fort Myers Beach
 Councilman Jesse Purdon, City of Bonita Springs
 (Governor Appointee Vacancy)
 (Governor Appointee Vacancy)

SARASOTA COUNTY

Commissioner Ron Cutsinger, Sarasota BCC
 (Sarasota BCC Vacancy)
 Mayor Erik Arroyo, City of Sarasota
 Councilman Ron Smith, City of Venice
 (Governor Appointee Vacancy)
 (Governor Appointee Vacancy)

EX-OFFICIO MEMBERS

(Vacant), FDEP	Keith Robbins, FDOT
Phil Flood, SFWMD	(Vacant) SFWMD

STAFF

Margaret Wuerstle, Executive Director
 Rebekah Harp, Deputy Director/Business Operations Manager
 Charity Franks, LEPC Coordinator/VISTA Program Coordinator
 Asmaa Odeh, Project Director
 Julie Bankston – Vista
 Catherine Peralta - Vista
 Gillian Cardec - Vista



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

104 West Jefferson Street, Tallahassee, FL 32301-1713 • 850.224.3427

Regional Planning Council Functions and Programs

March 4, 2011

- **Economic Development Districts:** Regional planning councils are designated as Economic Development Districts by the U. S. Economic Development Administration. From January 2003 to August 2010, the U. S. Economic Development Administration invested \$66 million in 60 projects in the State of Florida to create/retain 13,700 jobs and leverage \$1 billion in private capital investment. Regional planning councils provide technical support to businesses and economic developers to promote regional job creation strategies.
- **Emergency Preparedness and Statewide Regional Evacuation:** Regional planning councils have special expertise in emergency planning and were the first in the nation to prepare a Statewide Regional Evacuation Study using a uniform report format and transportation evacuation modeling program. Regional planning councils have been preparing regional evacuation plans since 1981. Products in addition to evacuation studies include Post Disaster Redevelopment Plans, Hazard Mitigation Plans, Continuity of Operations Plans and Business Disaster Planning Kits.
- **Local Emergency Planning:** Local Emergency Planning Committees are staffed by regional planning councils and provide a direct relationship between the State and local businesses. Regional planning councils provide thousands of hours of training to local first responders annually. Local businesses have developed a trusted working relationship with regional planning council staff.
- **Homeland Security:** Regional planning council staff is a source of low cost, high quality planning and training experts that support counties and State agencies when developing a training course or exercise. Regional planning councils provide cost effective training to first responders, both public and private, in the areas of Hazardous Materials, Hazardous Waste, Incident Command, Disaster Response, Pre- and Post-Disaster Planning, Continuity of Operations and Governance. Several regional planning councils house Regional Domestic Security Task Force planners.
- **Multipurpose Regional Organizations:** Regional planning councils are Florida's only multipurpose regional entities that plan for and coordinate intergovernmental solutions on multi-jurisdictional issues, support regional economic development and provide assistance to local governments.
- **Problem Solving Forum:** Issues of major importance are often the subject of regional planning council-sponsored workshops. Regional planning councils have convened regional summits and workshops on issues such as workforce housing, response to hurricanes, visioning and job creation.
- **Implementation of Community Planning:** Regional planning councils develop and maintain Strategic Regional Policy Plans to guide growth and development focusing on economic development, emergency preparedness, transportation, affordable housing and resources of regional significance. In addition, regional planning councils provide coordination and review of various programs such as Local Government Comprehensive Plans, Developments of Regional Impact and Power Plant Ten-year Siting Plans. Regional planning council reviewers have the local knowledge to conduct reviews efficiently and provide State agencies reliable local insight.

- **Local Government Assistance:** Regional planning councils are also a significant source of cost effective, high quality planning experts for communities, providing technical assistance in areas such as: grant writing, mapping, community planning, plan review, procurement, dispute resolution, economic development, marketing, statistical analysis, and information technology. Several regional planning councils provide staff for transportation planning organizations, natural resource planning and emergency preparedness planning.
- **Return on Investment:** Every dollar invested by the State through annual appropriation in regional planning councils generates 11 dollars in local, federal and private direct investment to meet regional needs.
- **Quality Communities Generate Economic Development:** Businesses and individuals choose locations based on the quality of life they offer. Regional planning councils help regions compete nationally and globally for investment and skilled personnel.
- **Multidisciplinary Viewpoint:** Regional planning councils provide a comprehensive, multidisciplinary view of issues and a forum to address regional issues cooperatively. Potential impacts on the community from development activities are vetted to achieve win-win solutions as council members represent business, government and citizen interests.
- **Coordinators and Conveners:** Regional planning councils provide a forum for regional collaboration to solve problems and reduce costly inter-jurisdictional disputes.
- **Federal Consistency Review:** Regional planning councils provide required Federal Consistency Review, ensuring access to hundreds of millions of federal infrastructure and economic development investment dollars annually.
- **Economies of Scale:** Regional planning councils provide a cost-effective source of technical assistance to local governments, small businesses and non-profits.
- **Regional Approach:** Cost savings are realized in transportation, land use and infrastructure when addressed regionally. A regional approach promotes vibrant economies while reducing unproductive competition among local communities.
- **Sustainable Communities:** Federal funding is targeted to regions that can demonstrate they have a strong framework for regional cooperation.
- **Economic Data and Analysis:** Regional planning councils are equipped with state of the art econometric software and have the ability to provide objective economic analysis on policy and investment decisions.
- **Small Quantity Hazardous Waste Generators:** The Small Quantity Generator program ensures the proper handling and disposal of hazardous waste generated at the county level. Often smaller counties cannot afford to maintain a program without imposing large fees on local businesses. Many counties have lowered or eliminated fees, because regional planning council programs realize economies of scale, provide businesses a local contact regarding compliance questions and assistance and provide training and information regarding management of hazardous waste.
- **Regional Visioning and Strategic Planning:** Regional planning councils are conveners of regional visions that link economic development, infrastructure, environment, land use and transportation into long term investment plans. Strategic planning for communities and organizations defines actions critical to successful change and resource investments.
- **Geographic Information Systems and Data Clearinghouse:** Regional planning councils are leaders in geographic information systems mapping and data support systems. Many local governments rely on regional planning councils for these services.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (SWFRPC) ACRONYMS

ABM - Agency for Bay Management - Estero Bay Agency on Bay Management

ADA - Application for Development Approval

ADA - Americans with Disabilities Act

AMDA -Application for Master Development Approval

BEBR - Bureau of Economic Business and Research at the University of Florida

BLID - Binding Letter of DRI Status

BLIM - Binding Letter of Modification to a DRI with Vested Rights

BLIVR -Binding Letter of Vested Rights Status

BPCC -Bicycle/Pedestrian Coordinating Committee

CAC - Citizens Advisory Committee

CAO - City/County Administrator Officers

CDBG - Community Development Block Grant

CDC - Certified Development Corporation (a.k.a. RDC)

CEDS - Comprehensive Economic Development Strategy (a.k.a. OEDP)

CHNEP - Charlotte Harbor National Estuary Program

CTC - Community Transportation Coordinator

CTD - Commission for the Transportation Disadvantaged

CUTR - Center for Urban Transportation Research

DEO - Department of Economic Opportunity

DEP - Department of Environmental Protection

DO - Development Order

DOPA - Designated Official Planning Agency (i.e. MPO, RPC, County, etc.)

EDA - Economic Development Administration

EDC - Economic Development Coalition

EDD - Economic Development District

EPA – Environmental Protection Agency

FAC - Florida Association of Counties

FACTS - Florida Association of CTCs

FAR - Florida Administrative Register (formerly Florida Administrative Weekly)

FCTS - Florida Coordinated Transportation System

FDC&F -Florida Department of Children and Families (a.k.a. HRS)

FDEA - Florida Department of Elder Affairs

FDLES - Florida Department of Labor and Employment Security

FDOT - Florida Department of Transportation

FHREDI - Florida Heartland Rural Economic Development Initiative

FIAM – Fiscal Impact Analysis Model

FLC - Florida League of Cities

FQD - Florida Quality Development

FRCA -Florida Regional Planning Councils Association

FTA - Florida Transit Association

IC&R - Intergovernmental Coordination and Review

IFAS - Institute of Food and Agricultural Sciences at the University of Florida

JLCB - Joint Local Coordinating Boards of Glades & Hendry Counties

JPA - Joint Participation Agreement

JSA - Joint Service Area of Glades & Hendry Counties

LCB - Local Coordinating Board for the Transportation Disadvantaged

LEPC - Local Emergency Planning Committee

MOA - Memorandum of Agreement

MPO - Metropolitan Planning Organization

MPOAC - Metropolitan Planning Organization Advisory Council

MPOCAC - Metropolitan Planning Organization Citizens Advisory Committee

MPOTAC - Metropolitan Planning Organization Technical Advisory Committee

NADO – National Association of Development Organizations

NARC -National Association of Regional Councils

NOPC -Notice of Proposed Change

OEDP - Overall Economic Development Program

PDA - Preliminary Development Agreement

REMI – Regional Economic Modeling Incorporated

RFB - Request for Bids

RFI – Request for Invitation

RFP - Request for Proposals

RPC - Regional Planning Council

SHIP -State Housing Initiatives Partnership

SRPP – Strategic Regional Policy Plan

TAC - Technical Advisory Committee

TDC - Transportation Disadvantaged Commission (a.k.a. CTD)

TDPN - Transportation Disadvantaged Planners Network

TDSP - Transportation Disadvantaged Service Plan

USDA - US Department of Agriculture

WMD - Water Management District (SFWMD and SWFWMD)

Agenda

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Minutes

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Agenda

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Minutes of the Hgdtwct { 44, 2024
Council/Executive Committee
Meeting

6a

**MINUTES OF THE
SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
February 22, 2024, MEETING**

The virtual zoom meeting of the Southwest Florida Regional Planning Council’s Executive Board was held on February 22, 2024. Governor Appointee and Council Chair, Mr. Don McCormick called the meeting to order at 1:20 p.m. There was a quorum of the Executive Committee present.

BOARD MEMBERS PRESENT

Charlotte County: Mr. Don McCormick – Chair, Councilwoman Dr. Debi Lux – City of Punta Gorda

Collier County: Commissioner Bill McDaniel

Glades County: Commissioner Tim Stanley

Hendry County: Mr. Mel Karau (zoom)

Lee County: Councilman Fred Burson – City of Fort Myers

Sarasota County: Councilman Ron Smith – City of Venice

Ex-Officio Members: Mr. Phil Flood, SFWMD

OTHERS PRESENT

Ms. Margaret Wuerstle - Executive Director, SWFRPC

Ms. Rebekah Harp – SWFRPC

Ms. Asmaa Odeh – SWFRPC – (zoom)

Ms. Denise Imbler – FRCA – (zoom)

Ms. Rochelle Gallant – City of Sarasota

AGENDA ITEM #6(a)
MINUTES OF THE JANUARY 18, 2024, COUNCIL/EXECUTIVE MEETING

Commissioner Bill McDaniel offered a motion to approve the minutes of the January 18, 2024, Council/Executive Committee meeting. Councilman Fred Burson seconded the motion to approve the minutes of the January 18, 2024, Council/Executive Committee meeting. The motion was approved unanimously.

AGENDA ITEM #7(a)
FINANCIALS: October-December 2023 Financials

Councilman Fred Burson offered a motion to approve the October-December financials. Commissioner Bill McDaniel seconded the motion to approve the October-December financials. The motion was approved unanimously.

AGENDA ITEM #8
CONSENT AGENDA

AGENDA ITEM #9
DIRECTORS REPORT
AGENDA ITEM #9(a)

Ms. Wuerstle explained that originally she sent a letter to the Governor giving the full background and history. Supplement attachments were included that provided examples of the history including Sarasota's withdrawal letter and the Attorney General's letter. The attachments were substantial. Apparently the board wasn't happy with that and they wanted something very simple stating they wanted the Governor to reconstitute, recharter and approve the amended interlocal. Ms. Wuerstle had prepared the revised letter but had not sent it yet because FRCA, which is the Florida Regional Council's Association, sent a letter to the executive board requesting that they not send a letter to the Governor. Ms. Denise Imbler from FRCA was on the zoom call to discuss the FRCA letter.

Ms. Denise Imbler provided comments on behalf of FRCA to the board respectfully requesting that a letter not be sent to the Governor. Ms. Imbler offered FRCA's assistance and support to the SWFRPC and believed that participation is the SWFRPC's biggest hurdle. Ms. Imbler explained that the Economic Development District and the Local Emergency Planning Committee provides Federal and State funding to all the regional planning councils which

provides a baseline of activities. Ms. Imbler also invited the board to meet with the other regional planning council executive directors and their legal staff to see what options might be available and how best to move forward.

Discussion ensued and the members appreciated Ms. Imbler's comments but agreed to move forward with sending the letter.

Commissioner Bill McDaniel offered a motion to generate a one-page letter to the Governor asking for a reconstitution and a recharter of our organization with a separate document of the draft of the MOU and by-laws.

Ms. Imbler asked the members what the intent was for the letter and what is it exactly that the Council would like the Governor to do? She stated that FRCA's lobbyist is going to want to know.

Commissioner McDaniel explained that the letter asks the Governor to accept and propose the draft bylaws, constitution and interlocal agreement that are attached with the letter and by waving his magic wand to make us that new organization.

Ms. Imbler respectfully responded and explained that she doesn't believe that the Governor has the authority to do that as the statutes is currently written. I don't think he can do what you want him to do. He can redraw the RPC boundaries; He can relocate counties in and out of RPC districts, but he does not have the authority to change your bylaws for you.

Commissioner McDaniel responds to Denise that she is probably more knowledgeable with regards to RPC's, however he was told that the Governor can, especially with the circumstances now where we can't even get a quorum of our organization to come together to make the proposition.

Mr. McCormick would like to send the letter to give the Governor the opportunity to respond. If we don't ask the question, we will never get an answer.

Ms. Imbler requested that she be copied on the letter so that FRCA's lobbyist can be aware of the request.

Commissioner McDaniel responded that he is more than happy to communicate with anyone and expressed to the Chairman that he is more than welcome to be the spokesman, and he is more than willing to get the lobbyist onboard. Commissioner McDaniel explained that he

already communicated the request to his lobbyist for Collier County. Commissioner McDaniel expressed to Mr. McCormick that if any questions come up that he doesn't feel comfortable answering to have the Governor call him (Commissioner McDaniel).

Councilman Ron Smith introduced himself and explained that he was trying to understand the issues at hand. He explained that after Commissioner McDaniels explanation of everything, it seems like we need some action from the Governor to bail us out. To be relevant we must get the attendance to make a change. If the Governor doesn't do it, somehow, we must get everyone here. Possibly call an "Emergency Meeting" calling everyone to attend creating public pressure for them to attend, for the likes or the depths of this organization. With adequate time and a lot of publicity drawing attention to where we stand. Councilman Smith explained that he didn't know about the death spiral of this organization if he didn't read the minutes. He hasn't seen anything in the Sarasota or Fort Myers newspaper telling him what is going on, so it was alarming when he read the minutes. He believed that calling attention to the meeting with the headlines of "Emergency Crisis Meeting of the Members" might shame members in coming to the meetings and their attendance.

Councilwoman Debi Lux added that it sounds like to her that we are trying to do the right thing for our communities and our residents by coming together to do the right thing. Councilwoman Lux explains that what she fears is that other areas are getting stronger with the Economic Forum and Developers, and somehow we are missing how we get the developers and the residents to work together.

Commissioner McDaniel responded that Councilwoman Lux's comments were correct and that when our relevancy tanked and Sarasota figured out that they didn't have to pay, Lee County followed and didn't pay, Charlotte County followed and didn't pay. Collier County held on as long as they could. Commissioner McDaniel explained that rather than sit and talk about relevancy, let's fix the organization and make it a centric compact organization with fewer members. With all the members of this RPC the number is close to 30 and it can be difficult to get through anything with differing opinions. The Commissioner goes on to explain that this isn't a secret even though it hasn't been publicized or put in the paper. All the members have seen the drafts of the reconstitution, by laws and interlocal agreement. No one has given an opinion to our Chair or Executive Director. However, Commissioner McDaniel was ok with trying to publicize and try to do an emergency meeting. He also thought the path that we are on is accomplishable and will get this organization back to a manageable group.

Councilman Smith asked if this death spiral – sinking ship is due to a torpedo fired by the developers? The members responded no. Councilman Smith explained that he is trying to understand why.

Discussion ensued regarding why and how the downfall originally began.

Ms. Imbler asked to make a comment and explained that the RPCs need a set amount of money. You need a set amount of income to match your Economic Development District, your EDA funds – you need to have some kind of revenue stream. Ms. Imbler explained that one way other councils have been successful, is to enter into a scope of work. So the council will contract with each county to perform a set of services. By trial basis before you get into dues by population. It is just a suggestion that Margaret and Rebekah can work on with County Managers and the boards could sign. That would at least start the relevancy by showing them that these are the things that we can do for you and get the council a set revenue income source and stop using reserves.

Commissioner McDaniel responded that it would be a great idea if we had a functional organization that can actually operate and he is not willing and has no interest to do that. We cannot ask the counties to pay because we are nice.

Ms. Imbler responds that she is not suggesting that at all and explained that she one hundred percent agrees that the council needs to go back and say these are the services we offer. They are not free, right, no one works for free, but this is what we can provide to you as part of a regional collaborative and it's \$10,000. Anything to start the process of that, but there is a scope of work with that. You're not giving money - I'm not asking any county to just donate money to the council. They can't continue on with no amount of income and only living off of grants. Yes, they need to do those things that their counties want them to do and they find necessary within the region. Ms. Imbler continues to explain that you could work with each county to determine what that is and enter into a contract that looks like an ILA and grow from there. It is just a suggestion, and she explained that she is not advocating for any county to give money to just help it along.

Ms. Wuerstle explained that she believes that we only have enough money to make it to the end of this fiscal year unless a miracle happens.

Commissioner McDaniel stated that then we will be forced into a reorganization and be split among the other RPCs. Commissioner McDaniels expressed that it would be a travesty if that transpires.

Discussion ensued regarding why the other commissioners are not participating if they choose to be on this board.

**AGENDA ITEM #10
COMMITTEE REPORTS**

No Committee Reports were given.

**AGENDA ITEM #10(a)
EXECUTIVE COMMITTEE**

There was no update given.

**AGENDA ITEM #10(b)
QUALITY OF LIFE & SAFETY COMMITTEE**

There was no update given.

**AGENDA ITEM #11
NEW BUSINESS**

No new business was discussed.

**AGENDA ITEM #12
STATE AGENCIES COMMENTS/REPORTS**

No state agency comments were given.

**AGENDA ITEM #13
COUNCIL MEMBERS' COMMENTS**

No comments were provided.

**AGENDA ITEM #14
ADJOURN**

The meeting adjourned at 2:15 p.m.

Don McCormick, Chairman

The meeting was duly advertised in the February 15, 2024, issue of the FLORIDA ADMINISTRATIVE REGISTER, Volume 50, Number 32.

Agenda

Item

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Financials

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Financials

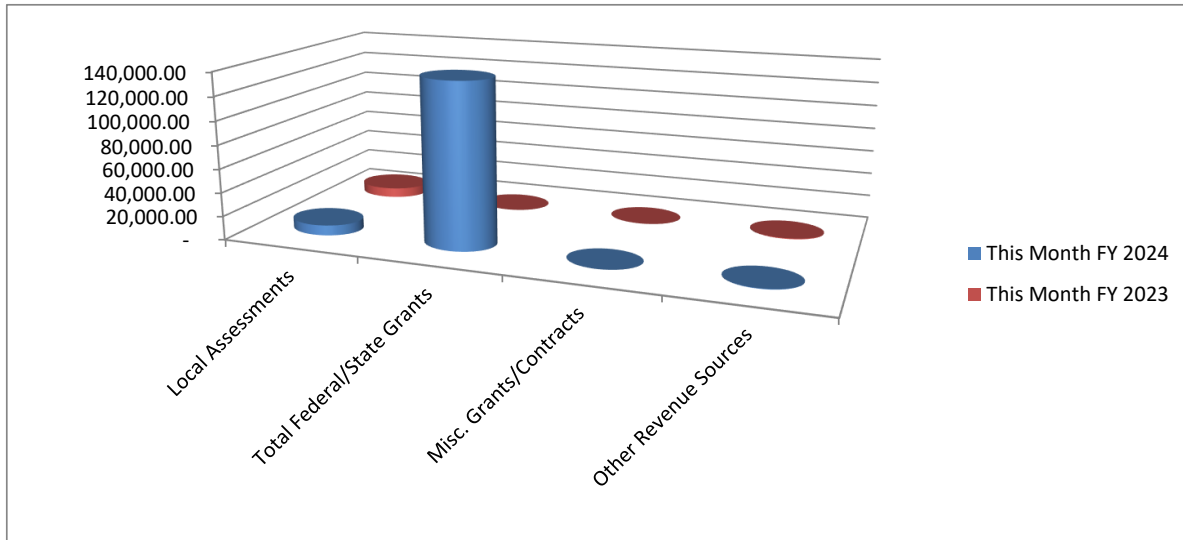
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2023 - 2024 Workplan & Budget Financial Snapshot Jan-24

Revenues

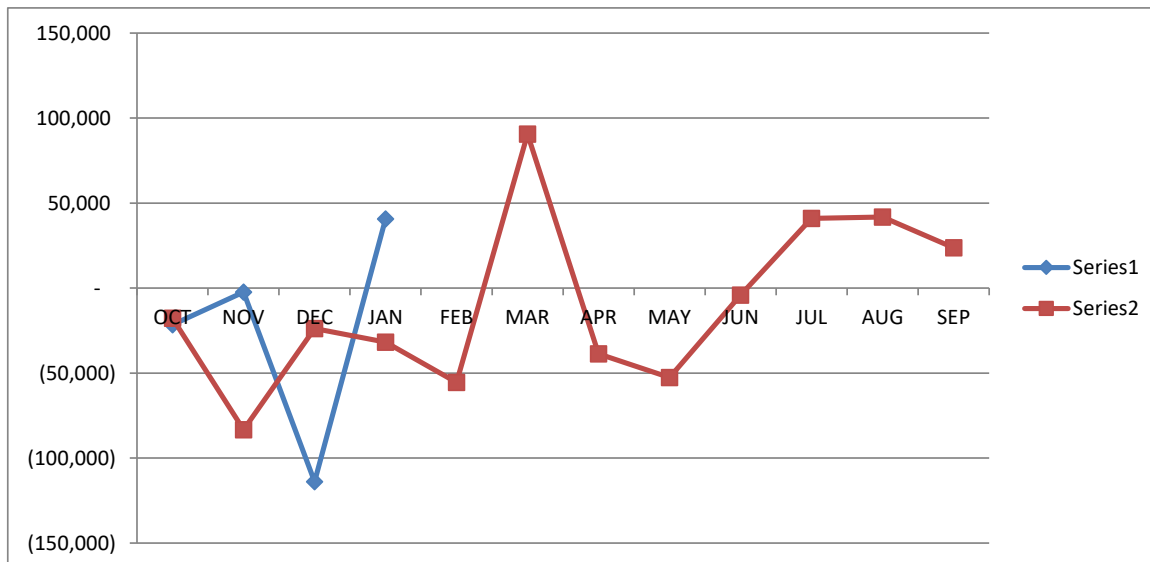
- Local Assessments
- Total Federal/State Grants
- Misc. Grants/Contracts
- Other Revenue Sources

Monthly Revenues



Notes: Local Assessments billed at the beginning of each quarter: October, January, April and July
 State/Federal Grants billed quarterly: LEPC, HMEP
 Federal Grants billed Semi Annually: Economic Development
 Misc. Grants/Contracts billed by deliverable: SQG, Interagency PO'S
 Other(DRI) billed /recorded monthly as cost reimbursement

Monthly Net Income (Loss)



YTD: Net Income (\$97,224) Unaudited

SWFRPC
Detail of Reserve
As of January 31, 2024

Cash and Cash Equivalents:

Petty Cash	\$	200
FineMark Operating Funds		<u>154,701</u>
<i>Total Cash and Cash Equivalents</i>	\$	154,901

Investments:

FineMark Money Market	\$	1,261
Local government Surplus Trust Fund Investment Pool (Fund A)		<u>70,808</u>
<i>Total Investments</i>	\$	72,069

Total Reserves		<u><u>\$</u></u>	<u>226,970</u>
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**SWFRPC INCOME STATEMENT
COMPARED WITH BUDGET**

FOR THE ONE MONTH ENDING JANUARY 31, 2024

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
REVENUES					
LOCAL ASSESSMENTS					
GLADES COUNTY	921	1,841	3,682	50%	\$ 1,841
CITY OF FORT MYERS	7,257	14,514	29,027	50%	\$ 14,514
TOWN OF FORT MYERS BEACH INC	419	839	1,677	50%	\$ 839
TOTAL LOCAL ASSESSMENTS	\$ 8,597	\$ 17,193	\$ 34,386	50%	\$ 17,193
FEDERAL / STATE GRANTS					
DEM - LEPC 22/23	-	-	-	0%	\$ -
DEM - LEPC 23/24	-	10,780	77,000	14%	\$ 66,220
DEM - HMEP 22/25	-	-	61,006	0%	\$ 61,006
DEM - Lee/Collier Hazard Analysis 23/24	-	3,803	9,510	40%	\$ 5,707
EDA - CEDS Planning 23-25	16,091	16,091	70,000	23%	\$ 53,909
EDA - Disaster Recovery Coordinator Ian	28,081	28,081	128,735	22%	\$ 100,654
FDEP - Marco Island Vulnerability	-	-	78,000	0%	\$ 78,000
DEO - CDBG-MIT Food Insecurity	-	-	175,000	0%	\$ 175,000
EPA - Brownfields	9,848	9,848	166,667	6%	\$ 156,819
USDA - Regional Food Systems - USDA	84,245	130,146	250,809	52%	\$ 120,663
Vista Supervisor	-	-	20,000	0%	\$ 20,000
Promise Zone	-	-	-	N/A	\$ -
TOTAL FEDERAL / STATE GRANTS	\$ 138,265	\$ 198,748	\$ 1,036,727	19%	\$ 837,979
MISC. GRANTS / CONTRACTS/CONTRACTUAL					
CHNEP Calendar 2024	-	-	-	N/A	\$ -
FHERO	-	-	7,000	0%	\$ 7,000
Glades SQG	-	-	4,500	0%	\$ 4,500
TOTAL MISC. GRANTS/CONTRACTS	\$ -	\$ -	\$ 11,500	0%	\$ 11,500
DRIS/NOPCS/MONITORING					
DRI MONITORING FEES	- \$	- \$	-	N/A	\$ -
DRIS/NOPCS INCOME	-	- \$	-	N/A	-
TOTAL	\$ -	\$ -	\$ -		\$ -
Program Development (Unsecured Grants/Contract)					
*Program Development (Unsecured)	-	-	-	100%	\$ -
TOTAL PROGRAM DEVELOPMENT	\$ -	\$ -	\$ -		\$ -
OTHER REVENUE SOURCES					
Misc. Income	-	-	400	0%	\$ 400
INTEREST INCOME - Money Market	0	3	800	0%	\$ 797
Fund A Investment Income	358	1,641	800	205%	\$ (841)

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
TOTAL OTHER REVENUE SOURCES	\$ 358	\$ 1,645	\$ 2,000	82%	\$ 356
<i>Fund Balance</i>	\$ -	\$ -			
TOTAL REVENUES	\$ 147,219	\$ 217,585	\$ 1,084,613	20%	\$ 867,028

EXPENSES

PERSONNEL EXPENSES					
SALARIES EXPENSE	\$ 24,000	\$ 78,720	\$ 249,600	32%	\$ 170,880
FICA EXPENSE	1,823	5,982	19,094	31%	\$ 13,112
RETIREMENT EXPENSE	5,770	18,271	76,987	24%	\$ 58,716
HEALTH INSURANCE EXPENSE	3,995	12,828	37,511	34%	\$ 24,683
WORKERS COMP. EXPENSE	1,689	2,156	1,064	203%	\$ (1,092)
UNEMPLOYMENT COMP. EXPENSE	-	-	-	N/A	-
TOTAL PERSONNEL EXPENSES	\$ 37,277	\$ 117,956	\$ 384,256	31%	\$ 266,300

OPERATIONAL EXPENSES					
CONSULTANTS	\$ 702	\$ 702	\$ 143,700	0%	\$ 142,998
GRANT/CONSULTING EXPENSE	35,870	115,578	537,229	22%	\$ 421,651
AUDIT SERVICES EXPENSE	-	1,000	25,000	4%	\$ 24,000
TRAVEL EXPENSE	240	2,335	1,000	234%	\$ (1,335)
TELEPHONE EXPENSE	139	553	1,488	37%	\$ 935
POSTAGE / SHIPPING EXPENSE	-	14	-	N/A	\$ (14)
EQUIPMENT RENTAL EXPENSE	-	-	-	N/A	\$ -
INSURANCE EXPENSE	82	6,187	6,580	94%	\$ 393
PRINTING/REPRODUCTION EXPENSE	-	333	1,000	33%	\$ 667
ADVERTISING/LEGAL NOTICES EXP	25,450	59,456	1,600	3716%	\$ (57,856)
OTHER MISC. EXPENSE	-	-	500	0%	\$ 500
BANK SERVICE CHARGES	104	410	800	N/A	\$ 390
OFFICE SUPPLIES EXPENSE	188	757	1,000	76%	\$ 243
COMPUTER RELATED EXPENSE	2,026	4,216	22,671	19%	\$ 18,455
DUES AND MEMBERSHIP	4,500	5,311	3,059	174%	\$ (2,252)
MEETINGS/EVENTS EXPENSE	-	-	2,000	0%	\$ 2,000
CAPITAL OUTLAY - OPERATIONS	-	-	-	N/A	\$ -
UNCOLLECTABLE RECEIVABLES	-	-	-	N/A	\$ -
FUND BALANCE			\$ 453,577		
OPERATIONAL EXP.	\$ 69,300	\$ 196,853	\$ 1,201,204	16%	\$ 550,774

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
TOTAL OPERATIONAL EXP.			\$ 1,201,204		
TOTAL CASH OUTLAY	\$ 106,577	\$ 314,809	\$ 1,585,460		\$ 817,074
NET INCOME (LOSS)	\$ 40,642	\$ (97,224)			

SWFRPC
Balance Sheet
January 31, 2024

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ASSETS

Current Assets		
Cash - Florida Prime	\$	89,607.20
Cash - FineMark Oper.		142,167.80
Cash - FineMark MM		6,260.69
Petty Cash		200.00
Accounts Receivable		2,265.45
Accounts Receivable-RC&D		(61.25)
Transfer of Funds		30.00
		240,469.89
Total Current Assets		
Property and Equipment		
Property, Furniture & Equip		43,026.31
Accumulated Depreciation		(43,025.57)
		0.74
Total Property and Equipment		
Other Assets		
Amount t.b.p. for L.T.L.-Leave		41,305.44
FSA Deposit		0.29
Amt t.b.p. for L.T.Debt-OPEB		8,232.00
		49,537.73
Total Other Assets		
Total Assets		\$ 290,008.36

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	614.46
FICA Taxes Payable		1,126.26
Federal W/H Tax Payable		(2,628.24)
United way Payable		322.00
Deferred Compensation Payable		(25.00)
FSA Payable		(1,287.67)
LEPC Contingency Fund		305.25
		(1,572.94)
Total Current Liabilities		
Long-Term Liabilities		
Accrued Annual Leave		41,305.44
Long Term Debt - OPEB		8,232.00
		49,537.44
Total Long-Term Liabilities		
Total Liabilities		47,964.50
Capital		
Fund Balance-Unassigned		(171,014.72)
Fund Balance-Assigned		514,000.00
FB-Non-Spendable/Fixed Assets		(0.26)
Net Income		(100,941.16)
		242,043.86
Total Capital		
Total Liabilities & Capital		\$ 290,008.36

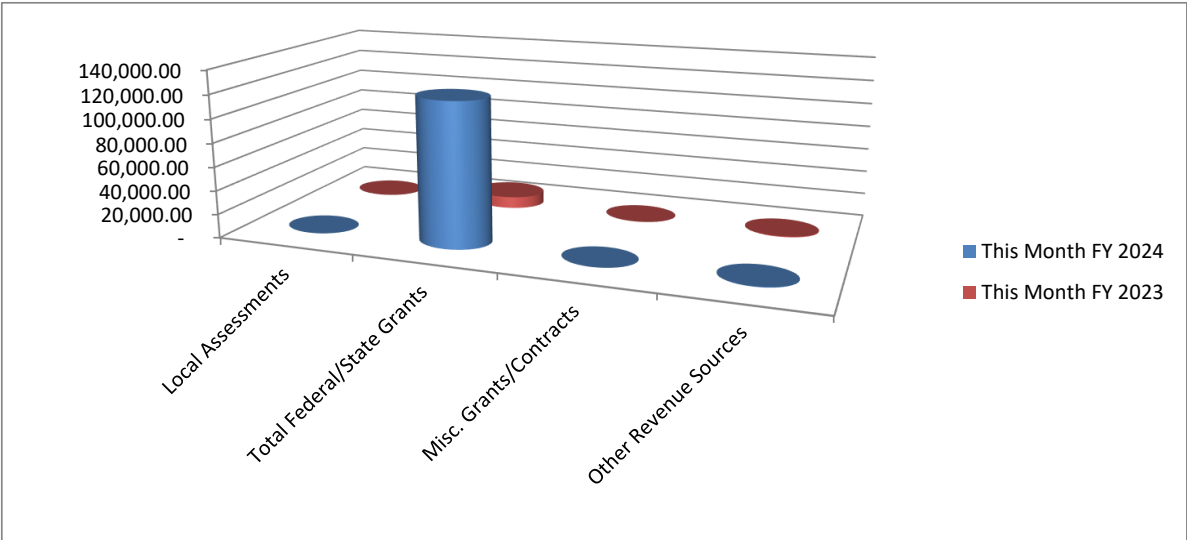
2023 - 2024 Workplan & Budget Financial Snapshot

Feb-24

Revenues

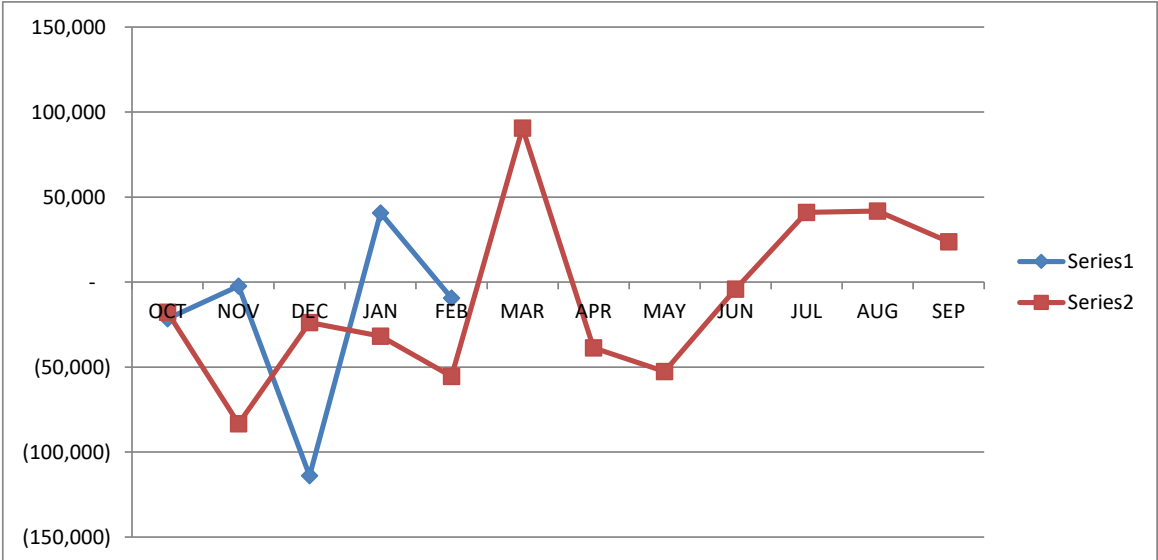
- Local Assessments
- Total Federal/State Grants
- Misc. Grants/Contracts
- Other Revenue Sources

Monthly Revenues



Notes: Local Assessments billed at the beginning of each quarter: October, January, April and July
State/Federal Grants billed quarterly: LEPC, HMEP
Federal Grants billed Semi Annually: Economic Development
Misc. Grants/Contracts billed by deliverable: SQG, Interagency PO'S
Other(DRI) billed /recorded monthly as cost reimbursement

Monthly Net Income (Loss)



YTD: Net Income (\$106,639) Unaudited

SWFRPC
Detail of Reserve
As of February 29, 2024

Cash and Cash Equivalents:

Petty Cash	\$	200
FineMark Operating Funds		<u>34,865</u>
<i>Total Cash and Cash Equivalents</i>	\$	35,065

Investments:

FineMark Money Market	\$	1,261
Local government Surplus Trust Fund Investment Pool (Fund A)		<u>71,120</u>
<i>Total Investments</i>	\$	72,382

Total Reserves		<u><u>\$</u></u>	<u>107,446</u>
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**SWFRPC INCOME STATEMENT
COMPARED WITH BUDGET**

FOR THE ONE MONTH ENDING FEBRUARY 29, 2024

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
REVENUES					
LOCAL ASSESSMENTS					
GLADES COUNTY	-	1,841	3,682	50%	\$ 1,841
CITY OF FORT MYERS	-	14,514	29,027	50%	\$ 14,514
TOWN OF FORT MYERS BEACH INC	-	839	1,677	50%	\$ 839
TOTAL LOCAL ASSESSMENTS	\$ -	\$ 17,193	\$ 34,386	50%	\$ 17,193
FEDERAL / STATE GRANTS					
DEM - LEPC 22/23	-	-	-	0%	\$ -
DEM - LEPC 23/24	10,780	21,560	77,000	28%	\$ 55,440
DEM - HMEP 22/25	-	-	61,006	0%	\$ 61,006
DEM - Lee/Collier Hazard Analysis 23/24	-	3,803	9,510	40%	\$ 5,707
EDA - CEDS Planning 23-25	-	16,091	70,000	23%	\$ 53,909
EDA - Disaster Recovery Coordinator Ian	-	28,081	128,735	22%	\$ 100,654
FDEP - Marco Island Vulnerability	-	-	78,000	0%	\$ 78,000
DEO - CDBG-MIT Food Insecurity	-	-	175,000	0%	\$ 175,000
EPA - Brownfields	-	9,848	166,667	6%	\$ 156,819
USDA - Regional Food Systems - USDA	110,131	240,276	250,809	96%	\$ 10,533
Vista Supervisor	-	-	20,000	0%	\$ 20,000
Promise Zone	-	-	-	N/A	\$ -
TOTAL FEDERAL / STATE GRANTS	\$ 120,911	\$ 319,658	\$ 1,036,727	31%	\$ 717,069
MISC. GRANTS / CONTRACTS/CONTRACTUAL					
CHNEP Calendar 2024	-	-	-	N/A	\$ -
FHERO	-	-	7,000	0%	\$ 7,000
Glades SQG	-	-	4,500	0%	\$ 4,500
TOTAL MISC. GRANTS/CONTRACTS	\$ -	\$ -	\$ 11,500	0%	\$ 11,500
DRIS/NOPCS/MONITORING					
DRI MONITORING FEES	-	\$ -	\$ -	N/A	\$ -
DRIS/NOPCS INCOME	-	-	\$ -	N/A	-
TOTAL	\$ -	\$ -	\$ -		\$ -
Program Development (Unsecured Grants/Contract)					
*Program Development (Unsecured)	-	-	-	100%	\$ -
TOTAL PROGRAM DEVELOPMENT	\$ -	\$ -	\$ -		\$ -
OTHER REVENUE SOURCES					
Misc. Income	-	-	400	0%	\$ 400
INTEREST INCOME - Money Market	0	4	800	0%	\$ 796
Fund A Investment Income	312	1,953	800	244%	\$ (1,153)

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
TOTAL OTHER REVENUE SOURCES	\$ 312	\$ 1,957	\$ 2,000	98%	\$ 43
<i>Fund Balance</i>	\$ -	\$ -			
TOTAL REVENUES	\$ 121,223	\$ 338,808	\$ 1,084,613	31%	\$ 745,805

EXPENSES

PERSONNEL EXPENSES					
SALARIES EXPENSE	\$ 19,200	\$ 97,920	\$ 249,600	39%	\$ 151,680
FICA EXPENSE	1,459	7,441	19,094	39%	\$ 11,654
RETIREMENT EXPENSE	7,537	25,807	76,987	34%	\$ 51,180
HEALTH INSURANCE EXPENSE	2,873	15,701	37,511	42%	\$ 21,810
WORKERS COMP. EXPENSE	93	2,249	1,064	211%	\$ (1,185)
UNEMPLOYMENT COMP. EXPENSE	-	-	-	N/A	-
TOTAL PERSONNEL EXPENSES	\$ 31,161	\$ 149,117	\$ 384,256	39%	235,139

OPERATIONAL EXPENSES					
CONSULTANTS	\$ -	\$ 702	\$ 143,700	0%	\$ 142,998
GRANT/CONSULTING EXPENSE	60,026	175,604	537,229	33%	\$ 361,625
AUDIT SERVICES EXPENSE	-	1,000	25,000	4%	\$ 24,000
TRAVEL EXPENSE	14,321	16,656	1,000	1666%	\$ (15,656)
TELEPHONE EXPENSE	138	691	1,488	46%	\$ 797
POSTAGE / SHIPPING EXPENSE	-	14	-	N/A	\$ (14)
EQUIPMENT RENTAL EXPENSE	-	-	-	N/A	\$ -
INSURANCE EXPENSE	82	6,269	6,580	95%	\$ 311
PRINTING/REPRODUCTION EXPENSE	-	333	1,000	33%	\$ 667
ADVERTISING/LEGAL NOTICES EXP	23,546	83,002	1,600	5188%	\$ (81,402)
OTHER MISC. EXPENSE	-	-	500	0%	\$ 500
BANK SERVICE CHARGES	431	841	800	N/A	\$ (41)
OFFICE SUPPLIES EXPENSE	188	945	1,000	95%	\$ 55
COMPUTER RELATED EXPENSE	746	4,962	22,671	22%	\$ 17,709
DUES AND MEMBERSHIP	-	5,311	3,059	174%	\$ (2,252)
MEETINGS/EVENTS EXPENSE	-	-	2,000	0%	\$ 2,000
CAPITAL OUTLAY - OPERATIONS	-	-	-	N/A	\$ -
UNCOLLECTABLE RECEIVABLES	-	-	-	N/A	\$ -
FUND BALANCE			\$ 453,577		
OPERATIONAL EXP.	\$ 99,477	\$ 296,330	\$ 1,201,204	25%	451,297

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
TOTAL OPERATIONAL EXP.			\$ 1,201,204		
TOTAL CASH OUTLAY	\$ 130,638	\$ 445,447	\$ 1,585,460		\$ 686,436
NET INCOME (LOSS)	\$ (9,416)	\$ (106,639)			

SWFRPC
Balance Sheet
February 29, 2024

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ASSETS

Current Assets		
Cash - Florida Prime	\$	71,120.48
Cash - FineMark Oper.		34,864.53
Cash - FineMark MM		1,261.22
Petty Cash		200.00
Accounts Receivable		112,395.95
Accounts Receivable-RC&D		(61.25)
Transfer of Funds		30.00
		219,810.93
Total Current Assets		
Property and Equipment		
Property, Furniture & Equip		43,026.31
Accumulated Depreciation		(43,025.57)
		0.74
Total Property and Equipment		
Other Assets		
Amount t.b.p. for L.T.L.-Leave		41,305.44
FSA Deposit		0.29
Amt t.b.p. for L.T.Debt-OPEB		8,232.00
		49,537.73
Total Other Assets		
Total Assets		\$ 269,349.40

LIABILITIES AND CAPITAL

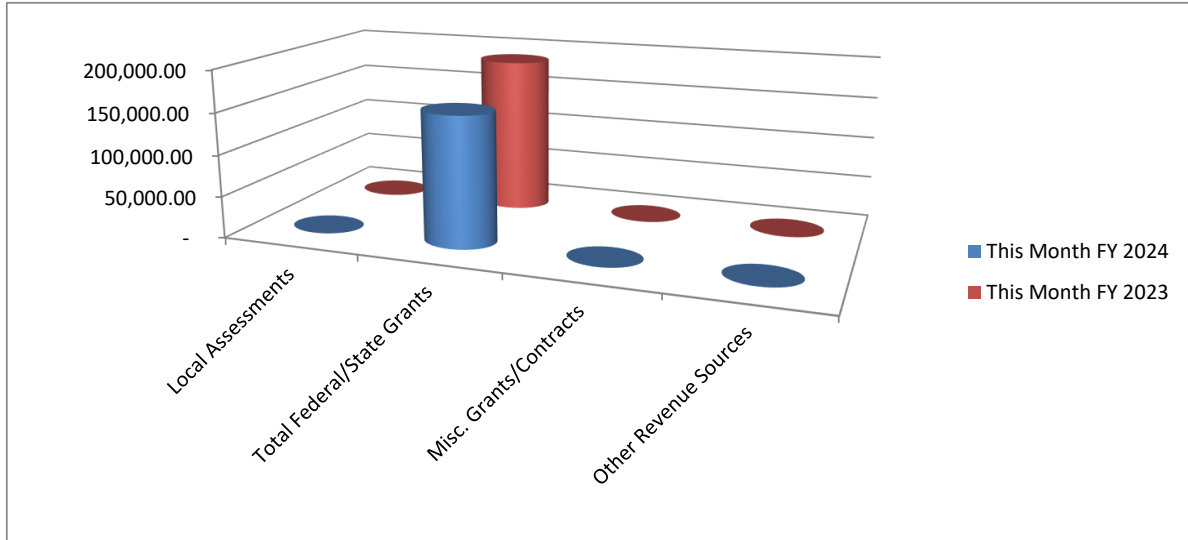
Current Liabilities		
Accounts Payable	\$	614.46
FICA Taxes Payable		1,126.30
Federal W/H Tax Payable		(2,644.46)
United way Payable		322.00
Deferred Compensation Payable		(25.00)
FSA Payable		(1,249.19)
LEPC Contingency Fund		305.25
		(1,550.64)
Total Current Liabilities		
Long-Term Liabilities		
Accrued Annual Leave		41,305.44
Long Term Debt - OPEB		8,232.00
		49,537.44
Total Long-Term Liabilities		
Total Liabilities		47,986.80
Capital		
Fund Balance-Unassigned		(185,997.78)
Fund Balance-Assigned		514,000.00
FB-Non-Spendable/Fixed Assets		(0.26)
Net Income		(106,639.36)
		221,362.60
Total Capital		
Total Liabilities & Capital		\$ 269,349.40

2023 - 2024 Workplan & Budget Financial Snapshot Mar-24

Revenues

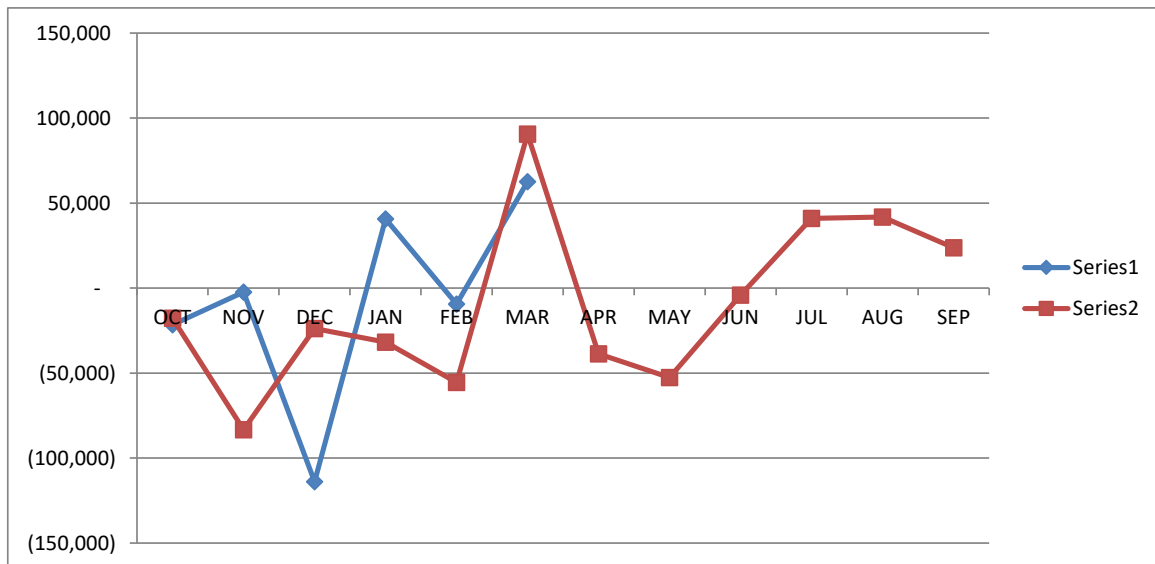
- Local Assessments
- Total Federal/State Grants
- Misc. Grants/Contracts
- Other Revenue Sources

Monthly Revenues



Notes: Local Assessments billed at the beginning of each quarter: October, January, April and July
 State/Federal Grants billed quarterly: LEPC, HMEP
 Federal Grants billed Semi Annually: Economic Development
 Misc. Grants/Contracts billed by deliverable: SQG, Interagency PO'S
 Other(DRI) billed /recorded monthly as cost reimbursement

Monthly Net Income (Loss)



YTD: Net Income (\$44,036) Unaudited

SWFRPC
Detail of Reserve
As of March 31, 2024

Cash and Cash Equivalents:

Petty Cash	\$	200
FineMark Operating Funds		<u>70,550</u>
<i>Total Cash and Cash Equivalents</i>	\$	70,750

Investments:

FineMark Money Market	\$	1,261
Local government Surplus Trust Fund Investment Pool (Fund A)		<u>71,454</u>
<i>Total Investments</i>	\$	72,715

Total Reserves		<u><u>\$</u></u>	<u>143,466</u>
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**SWFRPC INCOME STATEMENT
COMPARED WITH BUDGET**

FOR THE ONE MONTH ENDING MARCH 31, 2024

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
REVENUES					
LOCAL ASSESSMENTS					
GLADES COUNTY	-	1,841	3,682	50%	\$ 1,841
CITY OF FORT MYERS	-	14,514	29,027	50%	\$ 14,514
TOWN OF FORT MYERS BEACH INC	-	839	1,677	50%	\$ 839
TOTAL LOCAL ASSESSMENTS	\$ -	\$ 17,193	\$ 34,386	50%	\$ 17,193
FEDERAL / STATE GRANTS					
DEM - LEPC 22/23	-	-	-	0%	\$ -
DEM - LEPC 23/24	-	21,560	77,000	28%	\$ 55,440
DEM - HMEP 22/25	7,466	7,466	61,006	12%	\$ 53,540
DEM - Lee/Collier Hazard Analysis 23/24	-	3,803	9,510	40%	\$ 5,707
EDA - CEDS Planning 23-25	13,051	29,142	70,000	42%	\$ 40,858
EDA - Disaster Recovery Coordinator Ian	24,855	52,935	128,735	41%	\$ 75,800
FDEP - Marco Island Vulnerability	-	-	78,000	0%	\$ 78,000
DEO - CDBG-MIT Food Insecurity	51,907	51,907	175,000	30%	\$ 123,093
DEO - Shrimp Master Plan	15,002	15,002	-	N/A	\$ (15,002)
EPA - Brownfields	-	9,848	166,667	6%	\$ 156,819
USDA - Regional Food Systems - USDA	32,159	272,436	250,809	109%	\$ (21,627)
Vista Supervisor	11,670	11,670	20,000	58%	\$ 8,330
Promise Zone	-	-	-	N/A	\$ -
TOTAL FEDERAL / STATE GRANTS	\$ 156,110	\$ 475,768	\$ 1,036,727	46%	\$ 560,959
MISC. GRANTS / CONTRACTS/CONTRACTUAL					
CHNEP Calendar 2024	-	-	-	N/A	\$ -
HERO	-	-	7,000	0%	\$ 7,000
Glades SQG	-	-	4,500	0%	\$ 4,500
TOTAL MISC. GRANTS/CONTRACTS	\$ -	\$ -	\$ 11,500	0%	\$ 11,500
DRIS/NOPCS/MONITORING					
DRI MONITORING FEES	-	\$ -	\$ -	N/A	\$ -
DRIS/NOPCS INCOME	-	-	\$ -	N/A	\$ -
TOTAL	\$ -	\$ -	\$ -		\$ -
Program Development (Unsecured Grants/Contract)					
*Program Development (Unsecured)	-	-	-	100%	\$ -
TOTAL PROGRAM DEVELOPMENT	\$ -	\$ -	\$ -	-	\$ -
OTHER REVENUE SOURCES					
Misc. Income	-	-	400	0%	\$ 400
INTEREST INCOME - Money Market	0	4	800	0%	\$ 796

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
Fund A Investment Income	334	2,287	800	286%	\$ (1,487)
TOTAL OTHER REVENUE SOURCES	\$ 334	\$ 2,290	\$ 2,000	115%	\$ (290)
<i>Fund Balance</i>	\$ -	\$ -			
TOTAL REVENUES	\$ 156,443	\$ 495,251	\$ 1,084,613	46%	\$ 589,362

EXPENSES

PERSONNEL EXPENSES					
SALARIES EXPENSE	\$ 19,200	\$ 117,120	\$ 249,600	47%	\$ 132,480
FICA EXPENSE	1,446	8,887	19,094	47%	\$ 10,207
RETIREMENT EXPENSE	5,914	31,721	76,987	41%	\$ 45,266
HEALTH INSURANCE EXPENSE	2,889	18,590	37,511	50%	\$ 18,921
WORKERS COMP. EXPENSE	93	2,341	1,064	220%	\$ (1,277)
UNEMPLOYMENT COMP. EXPENSE	-	-	-	N/A	-
TOTAL PERSONNEL EXPENSES	\$ 29,542	\$ 178,660	\$ 384,256	46%	205,596
OPERATIONAL EXPENSES					
CONSULTANTS	\$ 1,100	\$ 1,802	\$ 143,700	1%	\$ 141,898
GRANT/CONSULTING EXPENSE	40,372	215,975	537,229	40%	\$ 321,254
AUDIT SERVICES EXPENSE	2,000	3,000	25,000	12%	\$ 22,000
TRAVEL EXPENSE	3,135	19,791	1,000	1979%	\$ (18,791)
TELEPHONE EXPENSE	138	829	1,488	56%	\$ 659
POSTAGE / SHIPPING EXPENSE	-	14	-	N/A	\$ (14)
EQUIPMENT RENTAL EXPENSE	-	-	-	N/A	\$ -
INSURANCE EXPENSE	82	6,350	6,580	97%	\$ 230
PRINTING/REPRODUCTION EXPENSE	-	333	1,000	33%	\$ 667
ADVERTISING/LEGAL NOTICES EXP	16,458	99,459	1,600	6216%	\$ (97,859)
OTHER MISC. EXPENSE	-	-	500	0%	\$ 500
BANK SERVICE CHARGES	93	934	800	N/A	\$ (134)
OFFICE SUPPLIES EXPENSE	188	1,133	1,000	113%	\$ (133)
COMPUTER RELATED EXPENSE	733	5,695	22,671	25%	\$ 16,976
DUES AND MEMBERSHIP	-	5,311	3,059	174%	\$ (2,252)
MEETINGS/EVENTS EXPENSE	-	-	2,000	0%	\$ 2,000
CAPITAL OUTLAY - OPERATIONS	-	-	-	N/A	\$ -
UNCOLLECTABLE RECEIVABLES	-	-	-	N/A	\$ -
FUND BALANCE			\$ 453,577		
OPERATIONAL EXP.	\$ 64,298	\$ 360,628	\$ 1,201,204	30%	386,999

	Current Month	Year to Date A	FY 23-24 Approved Budget B	% Of Budget Year to Date	Budget Remaining
TOTAL OPERATIONAL EXP.			\$ 1,201,204		
TOTAL CASH OUTLAY	\$ 93,840	\$ 539,288	\$ 1,585,460		\$ 592,595
NET INCOME (LOSS)	<u>\$ 62,603</u>	<u>\$ (44,036)</u>			

SWFRPC
Balance Sheet
March 31, 2024

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ASSETS

Current Assets		
Cash - Florida Prime	\$	71,454.02
Cash - FineMark Oper.		70,550.49
Cash - FineMark MM		1,261.43
Petty Cash		200.00
Accounts Receivable		139,239.34
Accounts Receivable-RC&D		(61.25)
Transfer of Funds		30.00
		282,674.03
Total Current Assets		
Property and Equipment		
Property, Furniture & Equip		43,026.31
Accumulated Depreciation		(43,025.57)
		0.74
Total Property and Equipment		
Other Assets		
Amount t.b.p. for L.T.L.-Leave		41,305.44
FSA Deposit		0.29
Amt t.b.p. for L.T.Debt-OPEB		8,232.00
		49,537.73
Total Other Assets		
		49,537.73
Total Assets		\$ 332,212.50

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	614.46
FICA Taxes Payable		1,124.47
Federal W/H Tax Payable		(2,645.95)
United way Payable		322.00
Deferred Compensation Payable		75.00
FSA Payable		(1,085.68)
LEPC Contingency Fund		305.25
		(1,290.45)
Total Current Liabilities		
Long-Term Liabilities		
Accrued Annual Leave		41,305.44
Long Term Debt - OPEB		8,232.00
		49,537.44
Total Long-Term Liabilities		
		49,537.44
Total Liabilities		48,246.99
Capital		
Fund Balance-Unassigned		(185,997.78)
Fund Balance-Assigned		514,000.00
FB-Non-Spendable/Fixed Assets		(0.26)
Net Income		(44,036.45)
		283,965.51
Total Capital		
		283,965.51
Total Liabilities & Capital		\$ 332,212.50

Agenda

Item

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Consent Agenda

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Agenda

Item

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**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this _____ day of _____, 2024, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the LEE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO); the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL (RPC); LEE COUNTY TRANSIT (LEETRAN); and the LEE COUNTY PORT AUTHORITY (LCPA); collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

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

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Lee County Metropolitan Planning Organization, herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

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

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

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

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

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

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

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

WHEREAS, the Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement, dated _____, is hereby replaced and superseded in its entirety by this Agreement.

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

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

ARTICLE 1

RECITALS AND DEFINITIONS

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

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

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Lee County Metropolitan Planning Organization formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the Southwest Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29I-1.001, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.

- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2 **PURPOSE**

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

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

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

- (a) The MPO shall cooperate with the LCPA and LEETRAN (collectively, "Transportation Authorities") to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO

shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

- (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.
- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4
INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional

Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

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

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

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

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

Department: District Director for Planning and Programs

MPO: Executive Director

RPC: Executive Director

LEETRAN: Executive Director

LCPA: Executive Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6

MISCELLANEOUS PROVISION

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

created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

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

6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

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

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

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

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

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

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

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

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

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

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

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO 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 MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT**

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: L.K. Nandam_____

Title: District Secretary_____

Date: _____

ATTEST:

By: _____
Executive Secretary

Date: _____

APPROVED AS TO FORM:

FDOT District 1 General Counsel: _____

Date: _____

Signed, sealed and delivered in the presence of:

LEE COUNTY METROPOLITAN PLANNING ORGANIZATION

By: _____

Name: John Gunter

Title: Chair

ATTEST:

By: _____

Name: Don Scott

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

MPO Counsel: _____

Date: _____

Signed, sealed and delivered in the presence of:

**SOUTHWEST FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

Name: Donald McCormick

Title: Chair

Date: _____

ATTEST:

By: _____

Name: Margaret A. Wuerstle

Title: Executive Director

Date: _____

APPROVED AS TO FORM:

Regional Counsel: _____

Date: _____

Signed, sealed and delivered in the presence of:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Mike Greenwell

Title: Chair

Date: _____

ATTEST:

Kevin C. Karnes

Clerk of the Court & Comptroller

By: _____

Deputy Clerk

(Seal)

APPROVED AS TO FORM

Lee County Attorney's Office

Signed, sealed and delivered in the presence of:

**LEE COUNTY PORT AUTHORITY
BOARD OF COUNTY COMMISSIONERS**

By: _____

Name: Maike Greenwell

Title: Chair

Date: _____

ATTEST:

Kevin C. Karnes

Clerk of the Court & Comptroller

By: _____

Deputy Clerk

(Seal)

APPROVED AS TO FORM

Lee County Port Authority Attorney's Office:

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this 29TH day of APRIL, 2013 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes (hereinafter "Department"); the LEE COUNTY METROPOLITAN PLANNING ORGANIZATION, an agency of the State of Florida organized and operating pursuant to Section 339.175, Florida Statutes (hereinafter "Lee County MPO"); the SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL, a public body; the LEE COUNTY PORT AUTHORITY, a public body; LEE COUNTY TRANSIT (hereinafter "LEETRAN), a Department of Lee County; the SCHOOL BOARD OF LEE COUNTY, FLORIDA (SCHOOL BOARD), a public body; and the City of Cape Coral.

RECITALS

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

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

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

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

WHEREAS, pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.310, and Section 339.175(2), FS, the Lee County MPO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an Interlocal Agreement for the creation of the Lee County MPO adopted on December 13, 1976, as amended and recorded on January 24, 1997, as amended to the Interlocal Agreement for Reorganization of the Lee County MPO and recorded on August 17, 2000, in Official Records Book 3292, Pages 4499-4516, as amended to the Interlocal Agreement for Creation of the Lee County MPO recorded on June 8, 2006 under INSTR #2006000231899, Doc Type AGR, as amended to the Interlocal Agreement for Creation of the Lee County MPO recorded on December 22, 2009 under INSTR #2009000338239, Doc Type AGR, all filed with the Clerk of the Circuit Court of Lee County, Florida, the Lee County MPO was established, with specific transportation planning duties and responsibilities identified therein ;

WHEREAS, pursuant to Chapter 63-1541, Laws of Florida, the Lee County Port Authority was created and established with the purpose of constructing and operating all Lee County public airports and further to exercise the powers set out in Chapters 125 and 332 Florida Statutes;

WHEREAS, on February 1977, LeeTran was organized as a department of Lee County, operated under the authority of the Lee County Board of Commissioners;

WHEREAS, pursuant to Section 1001.30, FS, the School Board was established and operates;

WHEREAS, the Cape Coral Mini Bus Service was a program created within the City of Cape Coral Parks and Recreation Department in 1977, and operated by the City of Cape Coral to provide a high quality door-to-door transportation within Cape Coral to qualifying individuals that are elderly, disabled, and or/transportation disadvantaged;

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

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

WHEREAS, pursuant to Sections 186.502 and 186.504, FS, and Chapter 29 Rules 29I-1.001 and 29I-5, Florida Administrative Code (FAC), the Southwest Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

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

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

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

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 Rule 29I-7, FAC, the Southwest Florida Regional Planning Council has adopted a conflict and dispute resolution process;

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

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

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

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

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

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

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

ARTICLE 1 RECITALS; DEFINITIONS

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

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

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

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

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

FHWA means and refers to the Federal Highway Administration.

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

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

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated December 13, 1976 as amended or superseded from time to time.

Regional Planning Council means and refers to the Southwest Florida Regional Planning Council created pursuant to Section 186.504, FS, and identified in Chapter 29 Rule 29I-1.001, FAC.

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

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

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation between the Department, LeeTran, the Port Authority, the School Board, and the City of Cape Coral in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

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

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

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

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

(a) The Lee County MPO shall cooperate with LeeTran, the Lee County Port Authority, the School Board and the City of Cape Coral to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

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

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

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

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of the Lee County MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Department, LeeTran, the Port Authority, the School Board and the City of Cape Coral. In developing its plans and programs, the Lee County MPO shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

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

(c) Local government comprehensive plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Lee County MPO), the Lee County MPO, LeeTran, the Lee County Port Authority, the School Board, and the City of Cape Coral shall analyze for each local government in the Metropolitan Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local government in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the Lee County MPO, the Lee County Port Authority, the School Board, and the City of Cape Coral, shall provide written recommendations to local governments in the Metropolitan Area on the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Southwest Florida Regional Planning Council.

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

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Lee County MPO), the Lee County MPO shall analyze the affected: master plans of the Lee County Port Authority, LeeTran, the School Board, and the City of Cape Coral. Based upon the foregoing review and a consideration of other transportation-related factors, the Lee County MPO, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

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

(3) The Lee County MPO agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by the Lee County MPO and the affected LeeTran, the Lee County Port Authority, the School Board, the City of Cape Coral and public transit providers represented by the Lee County MPO members, the Lee County MPO and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". The parties to this Agreement agree that the Lee County MPO need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the letter agreement shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the letter agreement shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the letter agreement may revise or terminate the Agreement upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Southwest Florida Regional Planning Council. The Southwest Florida Regional Planning Council will perform the following tasks:

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

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

(2) If, after completing its review of the draft proposal, the Southwest Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Southwest Florida Regional Planning Council will promptly advise the Lee County MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, the Lee County MPO may request that the Southwest Florida Regional Planning Council consider adoption of regional transportation goals,

objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the Southwest Florida Regional Planning Council, the Lee County MPO will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Lee County MPO will identify the reason for not amending the plan as advised by the Southwest Florida Regional Planning Council.

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

ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

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

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

for the Department: by the District Director for the Southwest Area Office

for the Lee County MPO: by the Executive Director

for the Southwest Florida Regional Planning Council: by the Executive Director

for LeeTran: by the Executive Director

for the Lee County Port Authority: by the Development Division Director

for the School Board: by the Executive Director, Transportation

for the City of Cape Coral: by the City of Cape Coral Parks & Recreation Director

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

for the Department: by the District Secretary

for the Lee County MPO: by the Chair

for the Southwest Florida Regional Planning Council: by the Chair of the Council

for LeeTran: by the County Manager

for the Lee County Port Authority: by the Executive Director

for the School Board: Superintendent

for the City of Cape Coral: by the City Manager

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Chapter 29I-7, FAC. All parties to the dispute must agree to undertake this procedure before it may be invoked.

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

ARTICLE 6 MISCELLANEOUS PROVISION

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

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

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of 5 years from the date it is signed by the last of the parties below (the "Effective Date") and shall automatically renew at the end of said 5 years for another 5 term and every 5 years thereafter. At the end of the initial 5 year term and at least every 5 years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

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

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

MPO Executive Director
Lee County MPO
815 Nicholas Parkway East
Cape Coral, FL 33990

Executive Director
Southwest Florida Regional Planning Council
1926 Victoria Avenue
Fort Myers, FL 33901

Executive Director, Transportation
The Lee County School Board
14701 Ben C Pratt Six Mile Cypress Parkway
Fort Myers, FL 33912

Development Division Director
Lee County Port Authority
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913

Executive Director
Lee County Transit
6035 Landing View Road
Fort Myers, FL 33907

City Manager
City of Cape Coral
1050 Cultural Park Boulevard
Cape Coral, FL 33915

Secretary, District One
Florida Department of Transportation
801 North Broadway
Bartow, FL 33830

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

Section 6.05. Interpretation.

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

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

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

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

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

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

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

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate, as provided by law, all actions necessary with respect to any such matters as required.

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

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Lee County MPO,

and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

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

Signed, Sealed, and Delivered in the presence of:

LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION, an agency of the
State of Florida operating pursuant to Section
339.175, Florida Statutes

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION,
an agency of the State Florida created pursuant
to Section 20.23, Florida Statutes by and through
it's authorized District Secretary

By: [Signature]
Name: Kevin Ruane

By: [Signature]
Name: Billy Hattaway

Title: Chair, Lee County MPO

Title: District Secretary

Attest: [Signature]
By: [Signature]

Attest: [Signature]
By: [Signature]

Name: Don Scott

Name: Dawn Gallon

Title: Executive Director

Title: Executive Secretary (Seal)

Date: _____

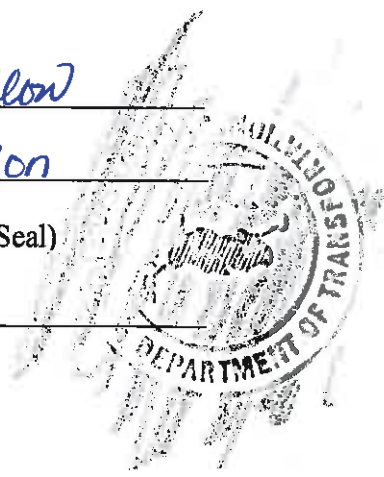
Date: 4-29-13

Reviewed:

Reviewed:

[Signature]
MPO Attorney
Date: 4/19/2013

[Signature]
District Counsel
Date: 4-25-13



20.23, 163, 186.504, 186.505,
186.509, 339.175 FS
Chapter 29 FAC
23 USC 134
CFR 450


525-010-03
POLICY PLANNING
OGC - 09/09
Page 11 of 15

Signed, Sealed, and Delivered in the presence of:


SOUTHWEST FLORIDA REGIONAL
PLANNING COUNCIL,

Attest:

By: 
Name: Karson Turner
Title: Chair

By: 
Name: Margaret Wuerstle
Title: Executive Director
Date: 2/21/13

Reviewed:


Regional Counsel
Date: 2/21/2013

Signed, Sealed, and Delivered in the presence of:

LEE COUNTY BOARD OF COUNTY COMMISSIONERS,

Attest:
Linda Doggett
Clerk of Circuit Court

By: [Signature]
Name: Cecil L Pendergrass

By: marcia Wilson
Deputy Clerk

Title: Chair or Vice Chair

As approved by the Board on
2/19/13

Date: 2/19/13

(Seal)



Approved as to Form
[Signature]
Lee County Attorney's Office

20.23, 163,186.504, 186.505
186.509, 339/175 FAS
23 USC 134
CFR 450

525-010-03
POLICY PLANNING
OGC-09/09
Page 13 of 15

Signed, Sealed, and Delivered in the presence of:

LEE COUNTY PORT AUTHORITY
BOARD OF PORT COMMISSIONERS,
a public body

Attest:
Linda Doggett
Clerk of Circuit Court _____

By: *[Signature]*
Name: *Cecil Padgett*
Title: Chair or Vice Chair

By: *Marcia Wilson*
Title: Deputy Clerk
Date: *3/11/13*

Approved as to Form
[Signature]
Lee County Port Authority
Attorney's Office




20.23, 163, 186.504, 186.505,
186.509, 339.175 FS
Chapter 29 FAC
23 USC 134
CFR 450

525-010-03
POLICY PLANNING
OGC - 09/09
Page 14 of 15

Signed, Sealed, and Delivered in the presence of:

SCHOOL BOARD OF LEE COUNTY, FLORIDA

Attest:

By: 

Name: Mary Fischer

Title: Chair

Date: 4-1-13

By: 


Name: Dr. Joseph Burke

Title: Superintendent

Date: 4/2/13

Approved as to Form:

(Seal)

By: 
School Board Attorney

APPROVED
MAR 12 2013
SCHOOL BOARD OF
LEE COUNTY

20.23, 163, 186.504, 188.505,
186.509, 339.175 FS
Chapter 29 FAC
23 USC 134
CFR 450

525-010-03
POLICY PLANNING
OGC - 09/09
Page 15 of 16

Signed, Sealed, and Delivered in the presence of:

City of Cape Coral

By: *John Sullivan*

Name: John Sullivan

Title: Mayor

As approved by the Council on

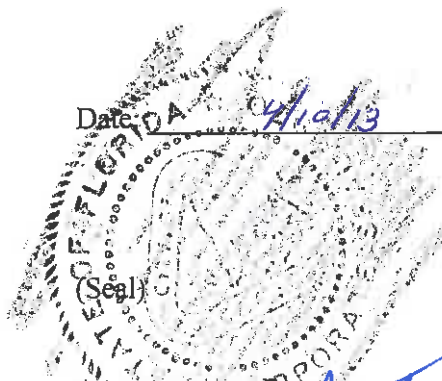
March 11, 2013

Attest: *John Szerlag*

Name: John Szerlag

Title: City Manager

Date: 3/19/13




Approved as to Form

William Payne
City Attorney's Office

LeeClerk.ORG


LINDA DOGGETT : CLERK OF COURT
2115 Second Street
P.O. Box 2278
Fort Myers, FL 33902
(239) 533-5007


Lee County - DBLive Transaction
#: 101732618
Receipt #: 1698821
Cashier Date: 5/7/2013 2:41:19 PM
(MNOLAN)




Print Date: 5/7/2013 2:41:22 PM

Customer Information	Transaction Information	Payment Summary
() LEE COUNTY MPO PO BOX 150045 Cape Coral, FL 33915	Date Received: 05/07/2013 Source Code: Ft. Myers Office Q Code: Mail Return Code: Over the Counter Trans Type: Recording Agent Ref Num:	Total Fees \$138.69 Total Payments \$138.69

1 Payments		
	CREDIT IPASS 7911910	\$138.69
IPASS Convenience Fee	134	\$4.69

1 Recorded Items		
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Recording @ 1st=\$10 Add'l=\$8.50 ea.	15	\$129.00
Indexing @ 1st 4 Names Free, Add'l=\$1 ea.	9	\$5.00

0 Search Items

1 Miscellaneous Items	
	(AGENTTRANSMITTAL/MISC) AgentTransmittal/Misc

Linda Doggett
LEE COUNTY CLERK OF CIRCUIT COURT
2115 Second Street
Ft. Myers, FL 33902

1698821 5/7/2013 2:41:19 PM

(AGR) Agreement

RECORDING FEE (15)	\$129.00
INDEX FEE (9)	\$5.00

SUB TOTAL: \$134.00

CONVENIENCE FEE: \$4.69

CREDIT CARD CHARGE: \$138.69

REMAINING BALANCE: \$.00

COMPANY CARD ONE
MASTERCARD 00013 I PASS ID 7911910

YOU HAVE ACKNOWLEDGED THAT
CREDIT IPASS HAS CHARGED
YOU A NON-REFUNDABLE
CONVENIENCE FEE OF \$4.69
FOR THIS SERVICE.

***** Customer Copy *****

_____ Agenda	
_____ Item	
	32

32

Directors Report

32



EXECUTIVE DIRECTOR'S REPORT: February 22, 2024

Mission Statement:

To work together across neighboring communities to consistently protect and improve the unique and relatively unspoiled character of the physical, economic and social worlds we share...for the benefit of our future generations.

1. Management / Operations

- a. Financial Status and future operations
- b. FRCA Updates – see attached
- c. Recovery and Resiliency Projects
 - \$78,000 Grant **awarded** for Marco Island Vulnerability Assessment
 - \$75,000 Grant **awarded** for Master Plan for Shrimp Industry and Working Waterfront
 - **Pending** \$251,500 RRDG Grant submitted to FHERO for Economic Development
 - **Pending** \$16,161,602 Clewiston WWTP grant to EDA Disaster Supplemental for upgrades and improvements.
 - **Denied** \$500,000 NOAA Grant for Shrimp Industry to build resilient docks
 - **Denied** \$562,856 Grant submitted to EDA Disaster Supplemental for a Food System Resiliency Plan Virtual Food Hub
 - **Denied** \$487,392 Grant submitted to EDA for Glades County Recomplete Strategy

2. Resource Development and Capacity Building

- Promise Zone Grants (as of April 1, 2024) See Attached Document
 - Awarded: \$5,306,160.25
 - Pending: \$1,262,667
 - Denied: \$26,540,098.50
 - Underdevelopment: NA

3. Second Quarter : January to March 2024

- Next RPC Meeting May 16, 2024



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

MONTHLY ACTIVITY REPORT: March 2024

RESOURCE DEVELOPMENT/CAPACITY BUILDING and OUTREACH

- Composed and distributed the February *FRCA Forward Newsletter*, collected articles for the March newsletter.
- Updated and maintained the email listserv for approximately 2,350 individuals who receive *FRCA Forward*.
- Updated the FRCA website and social media sites.
- To enhance partnerships and strengthen the relationship between regional planning councils and their state and federal partners, organized, participated in or attended the following meetings and shared information:
 - Mitigate Florida Quarterly Meeting hosted by the Florida Division of Emergency Management,
 - RPC Economic Development coordination meeting,
 - Climate Pollution Reduction Grant Coordination Meetings hosted by The Nature Conservancy,
 - March Rural Economic Development Initiatives Meeting hosted by Florida Commerce,
 - Florida Resilience Collaborative Coordinators Forum.
 - RPC rainfall and inundation modelling coordination meeting.

ASSOCIATION MANAGEMENT

- Hosted the March FRCA Executive Directors Advisory Committee (EDAC) meeting.
- Developed and distributed the final 2024 FRCA Bill Report.
- Continued development of Articles of Incorporation for the Association.
- Continued to coordinate logistics for the 2024 meeting and conference schedule.
- Shared, grant opportunities and information of interest from local, state and national organizations.

Grants in Promise Zone

April 1, 2024

1. **Awarded** (8/17/17): \$30,000- DEO 2018 Agriculture Sustainability for small to mid-sized growers in Promise Zone. Awarded to the SWFRPC
2. **Awarded** (2019) \$24,000 to Lee County Housing Development Corp. for Comprehensive Housing Counseling to residents including Immokalee residents from HUD.
3. **Awarded** (5/7/2018): \$30,000 DEO for food safety plans for small to mid-sized growers. Awarded to the SWFRPC
4. **Awarded** (8/08/18): \$206,545 - EDA Disaster Supplemental - for Development of new markets for small to mid-sized growers, branding and marketing campaign. Awarded to the SWFRPC
5. **Awarded** (4/25/18): \$600,000 - EPA Brownfield assessment grant in Promise Zone. Awarded to the SWFRPC
6. **Awarded** \$24,921 - HUD Comprehensive Housing Counseling Grant to the Home Ownership Resource Center of Lee County
7. **Awarded** \$1.4 Million to the National association of Latino Community Asset Builders from HUD Rural Capacity Building Community Development and Affordable Housing Program. Nonprofits and local governments can apply for technical assistance and loan funding for community and economic development projects as well as assistance with affordable housing development projects
8. **Awarded** \$100,000 over 2 years for a Food Policy Council Coordinator from NAcO
9. **Awarded** (submitted 2/3/2020; awarded 7/2/2020) \$125,000 - Legal Aid Society The **Education & Outreach Initiative (EOI) Project – General Component** will explain to the general public and local housing providers what “equal opportunity in housing” means and what housing providers need to do to comply with the Fair Housing Act. All services will be provided and available to residents of the FHIP service area which includes Hendry, Martin, Okeechobee, Palm Beach, and St. Lucie Counties. Grant period June 1, 2021 to May 31, 2022.
10. **Awarded**: (7/21/2020) \$400,000 EDA CARES ACT Invited for Regional Disaster Economic Recovery Coordinator to evaluate the Impacts of COVID 19 on the region and develop a recovery and resilience plan for the region.

11. **Awarded:** (4/7/2020) \$175,000 requested but \$160,432 was awarded Clewiston Water from Master Plan from Florida Fish and Wildlife Conservation Commission – Boating Improvement Program.
12. **Awarded:** \$350,000 An application was submitted in partnership with the University of Florida IFAS to the Department of Economic Opportunity CDBG-Mitigation Planning program requesting \$390,000 to develop a Resiliency Strategy for Local Food Systems in Southwest Florida. (Deadline 7/30/2020)
13. **Awarded:** \$3000 grant from CHNEP for Rebekah Harp to do the design work for their calendar
14. **Awarded:** SWFRPC, IFAS, Blue Zones, TREC submitted a \$752,426.25 USDA – Regional Food System Partnerships Program grant to implement the trademarked SWFL Fresh Choose Local Choose Fresh regional brand to showcase SWFL food producers and their products through multiple marketing platforms. The brand will support the development of new markets for farmers, increase public knowledge of healthy, local food sources, and connect food producers to consumers. The Collier County Blue Zones provided a 16.9% match of \$108,926.25.
15. **Awarded:** \$500,000 EPA Grants for Brownfield Assessment in Glades County from July 1, 2022 to September 30, 2026
16. **Awarded:** (10/20/2021) EDA grant for \$321,836 for Disaster Recovery Coordinator to help Small to mid-sized growers and small and minority owned businesses access disaster recovery funds following Hurricane Ian
17. **Awarded:** (2/14/23) FDEP grant for \$78, 000 for a Vulnerability Assessment for Marco Island
18. **Awarded** (6/4/2020) \$125,000 request by Legal Aid Society of Palm Beach County, Inc for Hendry County from the Fair Housing Initiatives Program Education and Outreach initiative through HUD. (“The Fair Housing Project at Legal Aid is applying for an Education & Outreach Grant from HUD for the fiscal year 2022-23 in the amount of \$125,000.”)
19. **Awarded** (6/1/2023) DEO Planning Grant for a master plan for the properties owned by the Shrimp Industry, (\$75,000)
20. **Pending:** (3/11/23) FDEO Rural Infrastructure Program for \$300,000 for a stand-by generator at the WWTP.

21. Pending (3/29/24) Florida Dept of Commerce RRDG grant submitted for FHERO for \$188,625 grant with a \$62,875 match. Total Project: \$251,500
22. Denied (10/14/2021) Lee County Housing Development Corp. submitted a grant to HUD for Comprehensive Housing Counseling to residents including Immokalee residents.
23. Denied: DRI-RR, Inc., a non-profit dedicated to providing rural communities with the skills and knowledge needed to revitalize submitted a grand to USDA Rural Business Development Grant Program in cooperation with Florida Main Street to offer services to four Florida communities, one of which is LaBelle, in order to provide each community with a Development Readiness Initiative (DRI) training and a Revitalization Roadmap at no cost to them.
24. Denied: (3/2021) \$11,000 The DRI training is a day-long on-site training created to help communities understand how COVID-19 has impacted their community and identify the available resources that each community can leverage. Through this training, the community will be able to identify a strategy for the creation of a locally-based economy that will support the quality of life necessary to retain families and professionals. Our end goal is to provide each community with the training and tools necessary to become proactive with private development, encouraging the right types of development and attracting necessary services. Additionally, the training will help identify what is necessary to master the Duration, Intensity, Rate, and Timing (DIRT) of development, utilizing private development to fulfill necessary and desired community amenities or services. Furthermore, the Revitalization Roadmap is a hybrid downtown and strategic plan, offering a set of implementable recommendations that will catalyze downtown revitalization. The final product is graphically rich and broken down into similar groups like the National Main Street Center's four-step approach to revitalization. The overall roadmap process will encourage the unification of residents' voices and rally support for improvements by all residents.
25. Denied: 9/25/2020 to the National association of Latino Community Asset Builders from HUD Rural Capacity Building Community Development and Affordable Housing Program. Nonprofits and local governments can apply for technical assistance and loan funding for community and economic development projects as well as assistance with affordable housing development projects.
26. Denied (6/17/19) \$1,000,000: Perkins Innovation and Modernization Grant program for Collier County Schools. The project title is Professional Careers in the New Economy (PCNE). PCNE will focus on two of CCPS's highest-need schools: Immokalee Middle and Immokalee High schools. The goal of the project is to better prepare students for success in the workforce.

27. Denied (6/25/2019) Housing Authority of the City of Ft. Myers. The grant will provide funds for housing counseling advise to tenants and homeowners with respect to property maintenance, financial management and literacy.
28. Denied (6/4/2019) Goodwill Industries for The SWFL MicroEnterprise Institute will (if funding is secured through the SBA Program for Investment in Microentrepreneurs grant) counsel and provide training for approximately 150 – 180 participants in ten – twelve courses delivered to residents of Lee, Charlotte, Hendry, Glades and Collier counties.
29. Denied (5/30/2019) Seminole Tribble of Florida - If awarded this grant through the HUD IHGB program, the Native Learning Center will be providing technical assistance and training to all Native American Housing Authorities including the Mikasuki and any other resident Tribes within your region.
30. Denied: (10/14/2021) The Affordable Homeownership Foundation, Inc. submitted a grant for housing counseling to HUD
31. Denied: (9/13/2021) \$13,874,000 Prepared and submitted an application for the City of Clewiston for the DEO CDBG- MIT- GIP Round II to make upgrades to the City's wastewater treatment facility and expand the WWTP capacity. Facility upgrades will include the installation of a new 300kw generator, the installation of bypass pumps, and the planning and installation of a new pump station. The Southwest Florida Regional Planning Council will provide administrative services that will include reporting, grant management, closeout, contract and deliverable monitoring, and distribution of funds.
32. Denied: Submitted:(9/14/2021) \$2,067,935 Prepared and submitted and an application to the Florida Department of Economic Opportunity Rebuild Florida CDBG-Mit- GIP Round II for the City of Clewiston to replace transmission line insulators and overhead ground wires to increase the City's energy resiliency in the event of a major storm. The Southwest Florida Regional Planning Council will provide administrative services that will include reporting, grant management, closeout, contract and deliverable monitoring, and distribution of funds.
33. Denied (6/26/2019) HUD Comprehensive Housing Counseling Grant to the Affordable Homeownership Foundation Inc.
34. Denied (6/26.2020) \$176,000; FL Dept of Ag & Consumer Services Southwest Florida Fresh-Specialty Crop grant program for funding to market the "SWFL Fresh" brand.
35. Denied (3/2/2020) \$1,455,815 Building Resilient Kid: SAMHSA for Media campaign to address underaged alcohol, marijuana and substance/opioid use.

36. Denied: (6/5/20) \$45,921.46 DEO Community Planning Technical assistance Grant for a septic to sewer conversion study
37. Denied (4/24/2020) \$425,000 request by Legal Aid Society of Palm Beach County, Inc for Hendry County from the Fair Housing Initiatives Program Education and Outreach initiative (\$125,000) and Private Enforcement Initiative - Multi-Year Funding Component(\$300,000) to teach and disseminate information on Fair Housing
38. Denied: 4/1/2021 CDC Addiction and Recovery Grant for Media Campaign to prevent kids from first time use. In partnership with Drug Free Lee and Drug Free Collier: \$50,000
39. Denied: \$45,000 submitted to DEO for Community Planning Technical Assistance Grant (CPTA) for a strategic Plan for upgrades to Ortona Indian Mound Park in Glades County.
40. Denied: Submitted:(6/30/2020) \$143,306 Prepared and submitted and an application to the Florida Department of Economic Opportunity Rebuild Florida CDBG-Mitigation Critical Facility Hardening Program for the City of Clewiston to replace transmission line insulators and overhead ground wires to increase the City's energy resiliency in the event of a major storm. The Southwest Florida Regional Planning Council will provide administrative services that will include reporting, grant management, closeout, contract and deliverable monitoring, and distribution of funds.
41. Denied: CDBG-MIT GIP Program The SWFRPC prepared an application for the City of Clewiston to apply to the Florida Department of Economic Opportunity Rebuild Florida General Infrastructure Program to storm harden portions of its transmission and distribution lines, therefore increasing energy resiliency in the community. The City will be requesting \$682,000 in funding from the program.
42. Denied: Submitted (6/30/2020) \$3,141,031, Prepared and submitted an application for the City of Clewiston for the DEO CDBG-DR Infrastructure Repair Program Cycle 2 to make upgrades to the City's wastewater treatment facility. Facility upgrades will include the installation of a new 300kw generator, the installation of bypass pumps, and the planning and installation of a new pump station. The Southwest Florida Regional Planning Council will provide administrative services that will include reporting, grant management, closeout, contract and deliverable monitoring, and distribution of funds.
43. Denied: 2/2021 FL Dept. Of Agriculture- Specialty Crop, SWFL Fresh Choose Local Choose Fresh Marketing Project requesting \$207,000.
44. Denied: 01/2022 \$460,000 EDA ARPA BBBRC for Phase I: Developing an Inland Port system in Rural Southern Florida.

45. Denied (7/17/2023) EDA Disaster Supplemental grant for Food Resiliency Planning and Virtual Food HUB. Co Applicants with FGCU (\$600,000)

Awarded: \$5,306,160.25

Pending: \$1,262,667

Denied: \$26,540,098.50

Underdevelopment: NA

_____ Agenda
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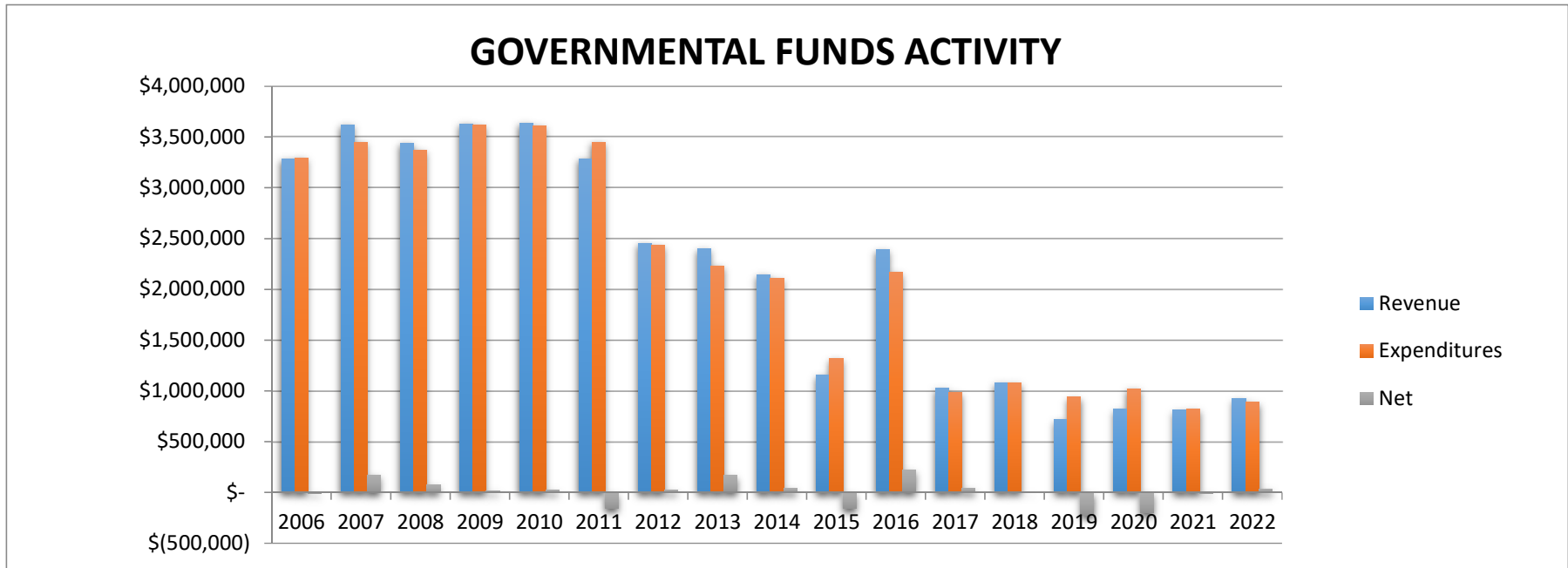
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SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL
GRAPH - COMPARATIVE SUMMARY OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE (FUND BASIS STATEMENTS) - ALL FUNDS
Fiscal Years Ended September 30, 2006 - September 30, 2022



Fiscal Yr	Revenue	Expenditures	Net
2006	\$ 3,282,874	\$ 3,293,955	\$ (11,081)
2007	3,620,972	3,448,094	172,878
2008	3,439,973	3,367,828	72,145
2009	3,631,561	3,613,833	17,728
2010	3,633,853	3,609,479	24,374
2011	3,288,138	3,448,360	(160,222)
2012	2,453,411	2,430,302	23,109 ***
2013	2,397,441	2,231,934	165,507
2014	2,145,900	2,105,488	40,412
2015	1,157,034	1,317,493	(160,459) *
2016	2,388,620	2,165,278	223,342 ****
2017	1,025,345	984,746	40,599
2018	1,080,206	1,078,114	2,092
2019	719,149	942,205	(223,056)
2020	821,515	1,024,052	(202,537)
2021	812,304	821,590	(9,286)
2022	923,912	889,926	33,986

* NEP departed 10/1/14
 **** includes sale of building
 *** MPO departed

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Aw+D1:Z8 Garded	Job ID	Funding Agency	Project Manager	Project Name	App Due Date	Date Submitted	Date Awarded / Denied	Date Contract Signed	Project Total (\$808,505)	RPC Amt (\$396,000)	Start Date	End Date	Status	Total Match Amt-RPC
Pending		Florida DEP	Margaret Wuerstle	Punta Gorda city Market Place Stormwater Management	8/15/2022	8/15/2022			\$4,000,000	\$20,000 (?)				
Pending		Florida Blue Foundation	Asmaa Odeh	Food Security	5/10/2023	5/10/2023			\$400,000					
Pending		EDA Disaster Supplemental	Margaret Wuerstle	Virtual Food Hub		7/17/2023			\$600,000					
Pending		EDA Recompete Pilot Program	Margaret Wuerstle	Strategy Development to address persistent economic distress	10/5/2023	10/4/2023			\$487,391	\$51,069				
Pending		Florida DEO	Margaret Wuerstle	Clewiston Stanby generator at WWTP	3/13/2023	3/11/2023			\$300,000	\$10,000(?)				
Pending		Florida RRDG Grant for FHERO	Margaret Wuerstle	FY 24-25 FHERO RRDG grant					\$188,625 grant & \$62,875 Match	\$8,000				
Pending		EDA Disaster Supplemental	Margaret Wuerstle	Upgrades to Clewiston WWTP		10/23/2023			16,161,602	\$45,000				
YES		FDEM 23-24 HA Grant	Charity Franks	Hazard Analysis			5/10/2023			\$9,505.65				
YES		DEO Planning Grant	M.Wuerstle	Master Plan for Shrimp Industry		6/1/2023	8/15/2023		\$75,000	\$15,000				
YES		EDA - US Economic Development Administration	Margaret Wuerstle	Hurricane Ian Recovery Coordinator		10/20/2022			\$321,826	\$321,826				64,367
YES		Florida DEP	Charity Franks/M Wuerstle	City of Marco Island Vulnerability Assessment	6/21/2022	6/21/2022	2/14/2-23		\$78,000	\$9,000				NA
YES		EPA Brownfields assessment	Tracy Whirls	Gades County Brownfield Assessment	12/1/2021	1/30/2021	May-22		\$500,000	\$20,000				NA
YES		USDA - US Dept. of Agriculture CHMEP	Asmaa Odeh	SWFL Fresh Chosse Local Choose Fresh Calendar Design	7/6/2021	7/6/2021	Nov-21		\$752,426	\$58,500				
YES			Rebekah Harp				6/25/2021		\$3,000	\$3,000				
YES		DEO RRDG	M Wuerstle	FHERO 2021 Regional Rural Development Grant		1/21/2021			\$126,160	\$7,000				NA
YES		DEO CDBG-MIT Planning	Margaret Wuerstle	A Resiliency Strategy for Local Food Systems in SW Florida	7/30/2020	7/27/2020			\$390,000	\$115,000				NA
YES		FL Fish and Wildlife Conservation Commission - Boating Improvement Program (FBIP)	M. Moorhouse & M. Wuerstle	Clewiston Waterfront Master Plan	4/7/2020	4/3/2020			\$175,000	\$25,000				NA
YES		CHNEP	M. Moorhouse & M. Wuerstle	EBABM Website expansion	7/24/2020	7/24/2020			\$5,049	\$3,000				\$2,049
YES		EDA - US Economic Development Administration	M. Wuerstle	SWFL Recovery & Resiliency Plan	7/21/2020	7/21/2020			\$400,000	\$360,000				NA
Yes	3421	EDA - US Economic Development Administration	C.J. Kammerer	FY20-22 EDA CEDS Planning Grant	11/14/2019	11/13/2019			\$300,000.00	\$210,000.00	1/1/2020	12/31/2022	Submitted	\$90,000.00
Yes		DEO - FL Dept. of Economic Opportunity	C.J. Kammerer	FHERO 2019-20 RDG Grant		11/13/2019			\$97,500.00	\$6,000.00			Submitted	\$0.00
Yes	3724	DEM - FL Div. of Emergency Management	C.J. Kammerer	FY19-20 Collier_Lee Hazard Analysis			8/1/2019	8/1/2019	\$19,251.00	\$19,251.00	7/1/2019	6/30/2020	In Progress	\$0.00
Yes	3181	DEM - FL Div. of Emergency Management	C.J. Kammerer	FY19-20 LEPC Agreement			7/29/2019		\$80,000.00	\$80,000.00	7/1/2019	6/30/2020	In Progress	\$0.00
Yes		USDA - US Dept. of Agriculture	Margaret Wueratle	Promise Zone Economic Development Plan Technical Assistance	4/5/2019	4/4/2019			\$0.00	\$0.00			In Progress	\$0.00

Aw+D1:Z8 Garded	Job ID	Funding Agency	Project Manager	Project Name	App Due Date	Date Submitted	Date Awarded / Denied	Date Contract Signed	Project Total (\$808,505)	RPC Amt (\$396,000)	Start Date	End Date	Status	Total Match Amt-RPC
Yes	3305	DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Food Safety Plans for SWFL Small-Mid-sized Growers	5/7/2018	5/4/2018	9/7/2018		\$30,000.00	\$30,000.00			In Progress	
Yes	3424	EDA - US Economic Development Administration	Margaret Wuerstle	Regional Sustainability Implementation Study for SWFL Small to Mid-Sized		5/8/2018	8/9/2018	8/13/2018	\$258,182.00	\$61,545.00			In Progress	\$51,637.00
Yes	3680	EPA - US Environmental Protection Agency	C.J. Kammerer	Brownfields Assessment	11/16/2017	11/16/2017	4/25/2018		\$600,000.00	\$40,000.00	10/1/2018	9/30/2021	In Progress	
Yes	4101	Glades County	Margaret Wuerstle	Glades County SQG 2017-2022				6/6/2017	\$22,500.00	\$22,500.00	6/6/2017	6/6/2022	In Progress	
Yes	3900	USDA - US Dept. of Agriculture	Margaret Wuerstle	Rural Promise Zone Designation			5/1/2016		\$0.00	\$0.00			In Progress	
Yes	3420	EDA - US Economic Development Administration	C.J. Kammerer	FY17-19 EDA Planning Grant			1/1/2017		\$300,000.00	\$210,000.00	1/1/2017	12/31/2019	Completed	\$90,000.00
Yes	3422	EDA - US Economic Development Administration	Jim Beaver	SWFL Disaster Recovery Coordinator		10/31/2017			\$250,000.00	\$200,000.00	1/1/2018	12/31/2019	Completed	\$50,000.00
Yes	3205	DEM - FL Div. of Emergency Management	C.J. Kammerer	FY18-19 HMEP Agreement					\$62,164.00	\$2,889.20	10/1/2018	9/30/2019	Completed	
Yes	4007	DEO - FL Dept. of Economic Opportunity	C.J. Kammerer	HERO 2018 RDG Grant		9/11/2018	9/17/2018		\$82,300.00	\$6,000.00	9/17/2018	9/17/2019	Completed	
Yes	3180	DEM - FL Div. of Emergency Management	C.J. Kammerer	FY18-19 LEPC Agreement			8/14/2018		\$80,000.00	\$80,000.00	7/1/2018	6/30/2019	Completed	
Yes	3723	DEM - FL Div. of Emergency Management	Margaret Wuerstle	FY18-19 Collier_Lee Hazard Analysis			7/31/2018	8/27/2018	\$19,615.00	\$19,615.00	9/1/2018	5/15/2019	Completed	
Yes	3676	EPA - US Environmental Protection Agency	Jim Beaver	Master Wetland Mitigation Strategy			11/3/2016	11/3/2016	\$220,000.00	\$220,000.00	10/1/2016	12/31/2018	Completed	\$10,000.00
Yes	3204	DEM - FL Div. of Emergency Management	C.J. Kammerer	FY17-18 HMEP Agreement			10/1/2017		\$65,161.00	\$65,161.00	10/1/2017	9/30/2018	Completed	
Yes	3178	DEM - FL Div. of Emergency Management	Sean McCabe	FY17-18 LEPC Agreement	7/1/2017	7/18/2017			\$80,000.00	\$80,000.00	7/1/2017	6/30/2018	Completed	
Yes	3722	DEM - FL Div. of Emergency Management	Tim Walker	FY17-18 Collier_Lee Hazard Analysis			7/19/2017	9/13/2017	\$20,844.00	\$20,844.00	7/1/2017	6/30/2018	Completed	
Yes	4005	DEO - FL Dept. of Economic Opportunity	C.J. Kammerer	2017 FHERO RDG Grant		2/16/2017			\$79,744.00	\$6,000.00		4/30/2018	Completed	
Yes		DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Regional Strategy for Agriculture Sustainability	6/30/2017		8/17/2017		\$30,000.00	\$30,000.00			Completed	
Yes	4212	City of Bonita Springs	Jim Beaver	City of Bonita Springs Flood Reduction Project			10/4/2017		\$50,000.00	\$50,000.00	10/4/2017	12/31/2017	Completed	
Yes	3730	SFRPC	C.J. Kammerer	Train the Trainers					\$10,000.00	\$10,000.00	1/1/2016	3/31/2017	Completed	
Yes	4211	Sarasota County	Jim Beaver	Sarasota Climate Change Adaptation Plan					\$20,000.00	\$20,000.00	10/1/2016	5/30/2017	Completed	
Yes	4210	City of Cape Coral	Jim Beaver	Cape Coral Climate Change Resiliency Strategy					\$15,000.00	\$15,000.00		6/30/2017	Completed	
Yes	3304	DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	DEO - Labelle Tourism Marketing					\$20,000.00	\$20,000.00	1/1/2017	5/30/2017	Completed	
Yes	3203	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY16-17 HMEP Grant	10/1/2016	10/1/2016	10/1/2016	10/1/2016	\$60,349.00	\$60,349.00	10/1/2016	12/31/2017	Completed	
Yes	4004	Hendry County	Margaret Wuerstle	Clewiston RGBD Grant TA					\$3,000.00	\$3,000.00			Completed	
Yes	4006	USDA - US Dept. of Agriculture	Margaret Wuerstle	City of Clewiston - Utilities Relocation -- Grant Writing Services	9/8/2017	9/13/2017	8/10/2017	8/10/2017	\$3,000.00	\$3,000.00	8/10/2017	9/13/2017	Completed	

Aw+D1:Z8 Garded	Job ID	Funding Agency	Project Manager	Project Name	App Due Date	Date Submitted	Date Awarded / Denied	Date Contract Signed	Project Total (\$808,505)	RPC Amt (\$396,000)	Start Date	End Date	Status	Total Match Amt-RPC
Yes	3525-12	Glades County	Tim Walker	Glades County Small Quantity Generators (SQG)				5/17/2012	\$3,900.00	\$3,900.00	5/17/2012	5/16/2017	Completed	\$0.00
Yes	3414	EDA - US Economic Development Administration	Margaret Wuerstle	EDA Planning Grant	1/22/2013	12/18/2013	4/18/2014	4/21/14	\$270,000.00	\$189,000.00	1/1/2014	12/31/2016	Completed	\$81,000.00
Yes	3177	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY16-17 LEPC Agreement	6/30/2016	4/6/2016	7/1/2016		\$59,000.00	\$59,000.00	7/1/2016	6/30/2017	Completed	\$0.00
Yes	3399	CTD - FL Commission for the Transportation Disadvantaged	Nichole Gwinnett	FY16-17 TD Planning Agreement		5/19/2016	7/1/2016		\$38,575.00	\$38,575.00	7/1/2016	6/30/2017	Completed	\$0.00
Yes	3721	DEM - FL Div. of Emergency Management	Tim Walker	Collier County Hazard Analysis - FY16-17					\$8,054.00	\$8,054.00	7/1/2016	6/30/2017	Completed	\$0.00
Yes	3302	DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	DEO - City of Fort Myers - MLK Corridor	5/31/2015	5/1/2015		11/17/2015	\$30,000.00	\$30,000.00	1/1/2016	7/30/2016	Completed	
Yes	3534	City of Bonita Springs	Jim Beever	City of Bonita Springs - Spring Creek Restoration Plan	7/1/2014	7/1/2014	8/11/2014	8/11/2014	\$50,000.00	\$50,000.00	8/11/2014		Completed	
Yes	3201	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY15-16 HMEP Planning	9/28/2015	9/28/2015	9/28/2015	9/28/2015	\$15,500.00	\$15,500.00	10/1/2015	9/30/2016	Completed	
Yes	3419	Charlotte County	Margaret Wuerstle	DEO - Charlotte County			3/30/2016	3/30/2016	\$500.00	\$500.00			Completed	
Yes	3170	DOE - US Dept. of Energy	Rebekah Harp	Solar Ready II		3/22/2013	7/18/2013		\$140,000.00	\$90,000.00	7/1/2013	1/1/2016	Completed	\$50,000.00
Yes	3673	EPA - US Environmental Protection Agency	Jim Beever	A Unified Conservation Easement Mapping and Database for the State of Florida	4/15/2013	4/8/2013	6/3/2013		\$294,496.00	\$148,996.00	10/1/2013	9/30/2015	Completed	\$145,500.00

Aw+D1:Z8 Garded	Job ID	Funding Agency	Project Manager	Project Name	App Due Date	Date Submitted	Date Awarded / Denied	Date Contract Signed	Project Total (\$808,505)	RPC Amt (\$396,000)	Start Date	End Date	Status	Total Match Amt-RPC
Yes	3674	EPA/CHNEP - Charlotte Harbor National Estuary	Jim Beaver	Mangrove Loss Project	4/4/2014	4/4/2014	12/19/2014		\$243,324.00	\$60,000.00	12/1/2014	9/30/2016	Completed	
Yes	3397	CTD - FL Commission for the Transportation	Nichole Gwinnett	Glades-Hendry TD Planning Agreement FY2014-15			5/16/2014		\$38,573.00	\$38,573.00	7/1/2014	6/30/2015	Completed	\$0.00
Yes	3725	Visit Florida	Tim Walker	OUR CREATIVE ECONOMY Marketing	2/9/2015	2/9/2015	6/25/2015	6/26/2015	\$5,000.00	\$2,500.00	7/1/2015	6/15/2016	Completed	\$2,500.00
Yes	3164	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY14-15 HMEP Planning				2/4/2015	\$22,000.00	\$22,000.00	10/1/2014	9/30/2015	Completed	\$0.00
Yes	3675	EPA - US Environmental Protection Agency	Jim Beaver	Developing a Method to Use Ecosystem Services to	5/15/2015	5/5/2015	9/29/2015	9/29/2015	\$234,071.00	\$174,071.00	10/1/2015	9/30/2016	Completed	\$60,000.00
Yes	3171	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY15-16 LEPC Agreement	6/30/2015	5/15/2015	6/11/2015	6/11/2015	\$48,000.00	\$48,000.00	7/1/2015	6/30/2016	Completed	\$0.00
Yes	3398	CTD - FL Commission for the Transportation	Nichole Gwinnett	FY15-16 Glades-Hendry TD Agreement	6/30/2015	6/1/2015	7/1/2015	7/1/2015	\$38,573.00	\$38,753.00	7/1/2015	6/30/2016	Completed	\$0.00
Yes	3202	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY14-15 HMEP Planning Grant Modification			9/11/2015		\$50,000.00	\$50,000.00	10/1/2015	12/15/2015	Completed	\$0.00
Yes	3173	DEM - FL Div. of Emergency Management	Nichole Gwinnett	FY15-16 HMEP Training Contract	10/1/2015	9/30/2015	9/28/2015	9/28/2015	\$58,422.00	\$58,422.00	10/1/2015	9/30/2016	Completed	\$0.00
Yes	3418	Collier County	Rebekah Harp	Marketing & Data Research					\$1,200.00	\$1,200.00	12/4/2015	1/29/2016	Completed	
Yes	3176	DOE - US Dept. of Energy	Rebekah Harp	NARC - SM3 - 2016 Data Surveys			2/11/2016		\$1,000.00	\$1,000.00	2/1/2016	3/31/2016	Completed	
Yes	3005	Collier County	Margaret Wuerstle	Collier County EDC - USDA Grant Application			3/15/2016	3/22/2016	\$3,000.00	\$3,000.00	3/23/2016	3/31/2016	Completed	
Yes	3301	DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Clewiston Mainstreet Revitalization			12/8/2015		\$30,000.00	\$30,000.00	12/14/2015	6/30/2016	Completed	
Yes	3303	DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	DEO - MPO Rail Study					\$39,000.00		10/7/2015	5/31/2016	Completed	
Yes	4002	NEFRC - Northeast Florida Regional Council	Tim Walker	2016 SRESP Update					\$14,200.00	\$14,200.00	4/28/2016	7/19/2016	Completed	
Yes	4003	Rural Neighborhoods	Tim Walker	Rural Neighborhoods Mapping					\$750.00	\$750.00	6/1/2016	6/30/2016	Completed	
Yes	3720	DEM - FL Div. of Emergency Management	Tim Walker	Collier Hazard Analysis FY15-16					\$9,693.00	\$9,693.00	7/1/2015	6/30/2016	Completed	
Yes	3520	TBRPC - Tampa Bay Regional Planning Council	Rebekah Harp	2016 Disaster Planning Guide					\$4,000.00	\$4,000.00	2/1/2016	4/30/2016	Completed	
Yes	3006	SWFEC - Southwest Florida Enterprise Center	Margaret Wuerstle	SWFEC PRIME - Grant Application/Technical Assistance					\$5,000.00	\$5,000.00	5/1/2016	5/30/2016	Completed	
Yes	3004	NARC - National Association of Regional Councils	Rebekah Harp	MARC Travel SRII					\$379.58	\$379.58	10/1/2015	5/31/2016	Completed	
Yes	4001	Collier County	Margaret Wuerstle	Collier County EDA TA					\$5,000.00	\$5,000.00	4/18/2016	5/30/2016	Completed	
Yes	6200	FDEP - FL Dept. of Environmental Protection	Margaret Wuerstle	2016 Brownfields Event					\$6,887.61	\$6,887.61	4/1/2016	10/30/2016	Completed	
NO		NOAA	Margaret Wuerstle	Saving SWFL Shrimp Industry	7/24/2023	7/24/2023			\$500,000	\$10,000				
NO		DEO CDBG-MIT-GIP Round II Infrastructure	Margaret Wuerstle	City of Clewiston Harden transmission and distribution line	9/17/2020	9/14/2021			\$2,067,935	\$98,000				NA

Aw+D1:Z8 Garded	Job ID	Funding Agency	Project Manager	Project Name	App Due Date	Date Submitted	Date Awarded / Denied	Date Contract Signed	Project Total (\$808,505)	RPC Amt (\$396,000)	Start Date	End Date	Status	Total Match Amt-RPC
NO		NOAA- Track 2 Letter of Intent	Margaret Wuerstle	Ensuring Regional Resilience for the Gulf of Mexico Pink Shrimp Industry	8/21/2023	8/21/2023			\$37,205,000	\$1,000,000				
NO		Florida DEP	Charity Franks/M Wuerstle	Clewiston WWTP Improvement, upgrades and expansion	8/15/2022	8/11/2022			\$14,380,190	\$20,000(?)				
NO		DEO CPTA	Margaret Wuerstle	SWFLEnterprise Center Incubator Program Marketing	4/11/2022	4/1/2022	6/14/22 Denied		\$70,000	\$10,000				NA
No		EDA - US Economic Development Administration	Margaret Wuerstle/Tra cy Whirls	ARPA- BBB Regional Chanllenge- Developing an Inland Port System in rural southern Florida	10/19/2021	10/19/2021			\$460,000	\$133,000				NA
NO		FL Dept. Of Agriculture- Specially Crops	M Wuerstle	SWFL Fresh Coose Local Choose Fresh	2/5/2021	2/2/2021	Denied 10/7/2021		\$207,000	\$99,000				NA
No		DEO CDBG-MIT Critical Facility Harding	McKensie Moorehouse	City of Clewiston transmission lines insulators replacement	6/30/2020	6/29/2020			\$143,306	\$15,000				NA
no		SAMHSA - Substance Abuse and Mental Health Services Administration	Margaret Wuerstle	Building Resilient Kids	3/6/2020	3/2/2020			\$1,455,815	\$200,000				NA
No		Bill & Melinda Gates Foundation	Katelyn Kubasik	Opioid Epidemic Think Tank Summit		11/12/2019			\$75,000.00	\$75,000.00			Submitted	\$0.00
No		Norman Foundation	Margaret Wuerstle	Food Policy Council		11/22/2019			\$100,000	\$60,000				NA
No		Bureau of Justice Assistance	Katelyn Kubasik	Data-Driven Responses to Emerging Drug Threats			10/1/2019		\$543,772.00	\$293,772.00			Denied	\$0.00
NO		Charles M. and Mary D. Grant Foundation	Katelyn Kubasik	SWFL Harm Reduction: Take-Home Naloxone Project		4/30/2019	9/1/2019		\$38,000.00	\$10,000.00			Denied	\$0.00
No		City of Naples	Jim Beaver	City of Naples Climate Resiliency Project			9/26/2019		\$25,000.00	\$25,000.00			Denied	\$0.00
No		SAMHSA - Substance Abuse and Mental Health Services Administration	Katelyn Kubasik	Building Resilient Kids	3/29/2019	3/27/2019	8/29/2019		\$1,453,315.00	\$197,815.00	9/30/2019	9/29/2024	Denied	\$0.00
No		DEO - FL Dept. of Economic Opportunity	Jim Beaver	Updating the 2009 Comprehensive SWFL / Charlotte Harbor Climate Change Vulnerability Assessment		5/7/2019			\$40,075.00	\$40,075.00	1/1/2020	5/29/2020	Denied	\$0.00
No		DEO - FL Dept. of Economic Opportunity	Katelyn Kubasik	SWFL Opioid Resource Guide		5/7/2019			\$40,007.00	\$40,007.00	12/1/2019	5/31/2020	Denied	\$0.00
No		FDEP - FL Dept. of Environmental Protection	Jim Beaver	Ecosystem Services- Aquatic Preserves Valuation		5/1/2018			\$90,000.00	\$90,000.00			Denied	
No		EPA - US Environmental Protection Agency	Jim Beaver	WPDG- CHNEP Wetland Connectivity		5/8/2018			\$204,120.00	\$145,246.00			Denied	
No		DEO - FL Dept. of Economic Opportunity	Tim Walker	Storm Surge Evac Routes & Shelters Interactive GIS Web Map	5/7/2018	5/4/2018	9/7/2018		\$35,000.00	\$35,000.00			Denied	
No		DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Affordable Housing Directory of Resources	5/7/2018	5/1/2018	9/7/2018		\$40,000.00	\$40,000.00			Denied	
No		DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	SWFL Opioid Resource Guide	5/7/2018	5/1/2018	9/7/2018		\$40,000.00	\$40,000.00			Denied	
No		Bloomberg Philanthropies	Margaret Wuerstle	Bloomberg - City of Bonita Springs Mitigation	10/20/2017	10/19/2017			\$1,000,000.00	\$60,000.00			Denied	

Aw+D1:Z8 Garded	Job ID	Funding Agency	Project Manager	Project Name	App Due Date	Date Submitted	Date Awarded / Denied	Date Contract Signed	Project Total (\$808,505)	RPC Amt (\$396,000)	Start Date	End Date	Status	Total Match Amt-RPC
No		SWFL Community Foundation	Margaret Wuerstle	Community Impact Grants - MLK Corridor	11/3/2017	11/2/2017			\$50,000.00				Denied	
No		DEO - FL Dept. of Economic Opportunity	Jennifer Pellechio	Economic Opportunity Map		4/27/2016	6/28/2016		\$40,000.00				Denied	
		DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Florida Ocean Alliance		5/2/2016	6/28/2016		\$28,000.00				Denied	
No		DEO - FL Dept. of Economic Opportunity	Margaret Wuerstle	Clewiston Downtown District Facade Program		5/2/2016	6/28/2016		\$30,000.00				Denied	
No		AETNA	Jason Stoltzfus	Cultivating Healthy Communities	4/15/2016	4/13/2016			\$100,000.00	\$100,000.00			Denied	
No		EPA - US Environmental Protection Agency	Jason Stoltzfus	2016 Brownfield Assessment		12/18/2015			\$280,000.00	\$46,900.00			Denied	
No		USDA - US Dept. of Agriculture	Margaret Wuerstle	Mobile Market: A Nutritional Oasis for Food Markets of SWFL	3/31/2014	3/31/2014	10/1/2014		\$599,549.00	\$298,605.00	10/1/2014	9/30/2017	Denied	
No		EDA - US Economic Development Administration	Rebekah Harp	Mote Marine Programming	8/31/2012	8/31/2012	8/31/2012		\$270,000.00	\$189,000.00	1/1/2014	12/31/2016	Denied	\$81,000.00
No		USDA - US Dept. of Agriculture	Nichole Gwinnett	Opportunity Buy Program Coordinator	4/23/2013	4/23/2013	11/20/2013		\$99,667.00	\$15,000.00	11/1/2013	10/31/2015	Denied	\$53,621.00

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Executive Committee

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Quality of Life & Safety
Committee

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Adjourn

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