

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.
Wednesday, November 13th, 2019, at 8:30 a.m.

Call to Order	<u>Action Required</u>
1. Approval of the October 9, 2019 LAMTD Board Meeting Minutes	Approval
2. Public Comments	None
3. Driver Recognition / Aaron Dunn	
4. Finance / David Persaud, Chief Financial Officer	
a. 5311 Formula Grants for Rural Areas application; Resolution 20-02	Approval
b. LAMTD 5310 Capital Funds; Resolution 20-03	Approval
c. Office of Procurement and Contracts Policies Manual Amendment	Approval
d. Property Disposal Policy and Procedures for Assets	Approval
5. Legal	
a. Lake Gibson Easement Agreement	Approval
6. Drug and Alcohol Policy Amendment / Marcy McCabe	Approval
7. Executive <u>Informational</u> Summary / Aaron Dunn	
a. October Calendar	None
b. Ridership and UAP Update	None
8. Other Business	TBD
Adjournment	

LAKELAND AREA MASS TRANSIT DISTRICT
SPECIAL MEETING
NOV 13, 2019
AGENDA ITEM #1

Agenda Item: Approval of the Oct 9, 2019 LAMTD Meeting Minutes

Presenter: James Phillips

Recommended
Action: Board approval of the Oct 9, 2019 LAMTD Meeting
Minutes

Attachments: Oct 9, 2019 LAMTD Meeting Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

Directors:

City of Lakeland Commissioner Phillip Walker
Polk County Commissioner George Lindsey III
City of Lakeland Mayor Bill Mutz

Executive Director: Tom Phillips
Executive Assistant: James Phillips

Call to Order

8:30 a.m. By Commissioner Walker

Agenda Item #1 – Approval of the Minutes

- a. Approval of the September 11, 2019 LAMTD Board Meeting Minutes

[Attachment available]

- b. Approval of the September 11, 2019 Budget Public Hearing Minutes

[Attachment available]

- c. Approval of the September 18, 2019 Budget Public Hearing Minutes

[Attachment available]

- d. Approval of the September 18, 2019 Route Public Hearing Minutes

[Attachment available]

“Approval of meeting minutes for the month of September”
1st George Lindsey/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

Mary Lee – Still hoping for the best and trying to get a letter printed in the Ledger advocating transit in Lakeland.

Agenda Item #3 – Finance

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

a. LAMTD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date August 31, 2019
FY 2018-2019

Year to Date August 31, 2019

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	92%	\$9,855,065	\$9,141,914	93%	\$10.8 Million
Expenses YTD	92%	\$9,855,065	\$8,325,544	85%	\$10.8 Million

REVENUES:

The total revenues realized year-to-date through August 31, 2019 totaled \$9.14 million or 93% of the YTD budget.

- Farebox revenues reflect \$579,000 or 94% of YTD budgeted revenues through August 31, 2019.
- Contract revenues totaled \$167,000 or 89% of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$93,600 for RAMCO. RAMCO payment of \$93,600 billed in January and received in March 2019.
- Ad Valorem taxes reflects \$4.74 million or 102% of the Tax Levy. The total budgeted revenues are \$4.7 million. Only 95% of the taxes are budgeted by State Law.

Property taxes become due and payable on November 1st, each year. Discounts for early payments are as follows:

- 4% discount is allowed if paid by November
- 3% discount is allowed if paid by December
- 2% discount is allowed if paid by January
- 1% discount is allowed if paid by February

Taxes become delinquent on April 1st of each year. The District normally receives 90% of property taxes by May of each year.

- Interest Income on Investment at the LGIP totaled \$195,000 over budget.
- Florida DOT operating grants \$1.7 million is being billed quarterly. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The year-to-date revenues totaled \$1.17 million.
- FTA Section 5307 operating and capital grants budgeted at \$2.4 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized. The year-to-date revenues totaled \$1.3 million.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

- Advertising income reflects \$137,000 in line with budget.
- The Support cost reimbursement revenue is in line with budget.
- Misc. revenue totaled \$100,000 resulting from reimbursement for Capital expenses from the County after the 9/30/18 audit.
- The other revenues are showing a lag due to timing and being on a cash basis.

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date August 31, 2019
FY 2018-2019

EXPENSES:

The total expenses year-to-date through August 31, 2019 totaled \$8.3 million or 85% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2018-2019 budget. As of August 31, 2019, these expenses totaled \$5.496 million or 13% under budget of \$6.321 million. However, there are three pay period expenses in September totaling \$243,000 for one additional payroll.
- Professional and Technical Services expenses totaled \$348,000 of the YTD budget; and in line with budget.
- Other services expenses totaled \$75,000 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$474,000 YTD, under budget; due to fuel cost being under budgeted cost.
- Materials and supplies totaled \$560,000 under budget, a favorable variance.
- Dues and subscriptions, and office supplies are under budget, a favorable variance.
- Property appraiser, Tax Collector Commission and CRA payments over budget, since payments are quarterly and annually.
- Fixed and variable cost has contributed to some budget variances since it is a combination of a onetime cost and reoccurring costs.

Other remaining expenses are under the YTD budget through August 31, 2019

CHANGE IN FINANCIAL CONDITION
Based on the year-to-date budget-to-actual variances through August 31 st the financials reflect are favorable actual variance of \$816,000 with 92% of the fiscal year.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

	STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS				
	9/30/18	9/30/17	9/30/16	9/30/15	9/30/14
* 1. Farebox Recovery Ratio (All modes)	13.00%	10.04%	13.95%	25.50%	23.08%
2. Cost per revenue hour	\$108.42	\$106.94	\$104.76	\$89.45	\$86.29
3. Revenue Hours	146,597	142,189	139,228	103,550	117,008
4. Fuel Cost (\$)	\$1,082,166	\$834,971	\$757,485	\$847,360	\$1,316,739
5. Ridership	1,252,600	1,346,211	1,393,620	1,424,965	1,647,010

* Total 13.00%, LAMTD 13.40%, PCTS 4.70%

b. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of August 31, 2019
Year to Date Report
Percent of FY Reported (92%)

Revenues

- The revenues totaled \$5.4 million or 87% of the year-to-date budget.
- The FTA grants drawdown reflects draws totaling \$1.1 million or 53%.
- Fare Revenues totaled \$124,000 or 90% of the year-to-date budget.
- The Polk County City Contributions reflects payment of \$414,000 and over budget year-to-date.
- The County funding reflects payments for the budgeted grants match totaling \$2.297 million.
- The FDOT Grants drawdown totaled \$1.35 million under budget.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$5.96 million or 96% of the year-to-date budget.
- Salaries and wages totaled \$3.3 million or 91% of the YTD Budget
- Operating expenses totaled \$1.71 million or 95% of the YTD Budget.
- The contract services are for contractual cost for the Lynx service and other planned contractual services totaled \$783,000 or 144% of the year to date budget. The over-budget amount would be funded with Grants.
- Capital Expenses totaled \$154,000 for the Avail Bus Technology System.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

c. TD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
The Transportation Disadvantaged Program
Month of August 31, 2019
Year to Date Report
Percent of FY Reported (17%)
State FY July 1, 2019 thru June 30, 2020

Revenues

- The revenues totaled \$238,000 or 95% of the year-to-date budget.
- The TD Trust Fund Grant drawdown reflects \$203,000 or 90% of the grants.
- Contract Revenues and other revenues totaled \$200.
- The County funding for the match totaled \$24,600 or 98%.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$182,000 or 73% of the year-to-date budget.
- Salaries and wages totaled \$135,000 or 83% of the YTD Budget.
- Operating expenses totaled \$47,000 or 54% of the YTD Budget.

Lakeland Area Mass Transit District Transportation Disadvantage Program Period Ending - August, 2019				
Revenue				
	Annual Budget	YTD Budget	YTD Actual	Total YTD
Revenues				
County Match 10%	\$ 149,788	\$ 24,965	\$ 24,572	98%
Contract Revenue	\$ 228	\$ 38	\$ 188	
Adult Day Care		\$ -	\$ 10,106	
FDOT Grants:		\$ -		
CTD Grant -Operatin	\$ 1,348,094	\$ 224,682	\$ 203,174	90%
Total	\$ 1,498,110	\$ 249,685	\$ 238,040	95%
Expenditure				
	Annual Budget	YTD Budget	YTD Actual	Total YTD
Labor	\$ 973,780	\$ 162,297	\$ 135,358	83%
		\$ -		
Operating	\$ 524,330	\$ 87,388	\$ 46,951	54%
Total	\$ 1,498,110	\$ 249,685	\$ 182,309	73%

Agenda Item #4– Legal

a. Executive Director Performance Evaluation

As per the structure of the District, every year we open an evaluation of the Executive Director by the LAMTD Board of Directors. This period of evaluation spans from October 1st, 2018 to September 30th, 2019. These evaluations will be facilitated by the legal team to be aggregated and presented to the Executive Director.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

b. Riverstone Annexation Ammendment

The language added into the Timberwood Drive, Lakeland, Florida 33813 (Riverstone) project amendment did not originally include the size of 345.83 acres to be added to the district.

[Attachment available]

“Approve and sign the amendment with the language as it resides with the city.”
1st Bill Mutz/ 2nd George Lindsey

MOTION CARRIED UNANIMOUSLY

Agenda Item #5 – Purchase of Replacement Support Vehicles/ Joseph Cheney

The following 5 support vehicles are due for replacement. These vehicles are normally used by Operations and Safety Departments. All vehicles are the same make and model and were purchased at the same time.

Vehicle Year 2009
Make Ford
Model Fusion
Capacity 5 passenger sedan
Age 10.9 years
Cost/each \$17,388.00 (in 2008)

VEHICLE #	VEHICLE MAKE / MODEL	Body Type or Manufacture	VEHICLE ID #	DATE IN SERVICE	LTD MILEAGE 08/31/2019	Average Monthly Mileage
11	FORD	FUSION	3FAHP07119R173767	10/22/2008	91,759	848
12	FORD	FUSION	3FAHP07139R173768	10/22/2008	115,120	2,142
13	FORD	FUSION	3FAHP07159R173769	10/22/2008	74,435	1,095
14	FORD	FUSION	3FAHP07119R173770	10/22/2008	89,374	1,261
15	FORD	FUSION	3FAHP07139R173771	10/22/2008	70,750	714

New request not included approved CIP Budget for FY 20.
Funding is available to support this request in the Capital Budget.

“Approve the Purchase of 5-Chevy Equinox cars.”
1st George Lindsey/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room 1212
George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, October 9th, 2019 at 8:30 a.m.

Agenda Item #6 – Executive Director Report / Tom Phillips

a. Agency Updates

- Congratulate Board for AFI Community Partnership excellence
- East Polk Mayor's Roundtable: received numerous mentions for the Citrus Connection
- Transition of services from Lynx to Citrus Connection is going well
- West Polk – Reroute 2020 is going well signs and signs should be up by next week; least popular with riders is some still didn't know about it and the new Purple route had one run deleted
- recommend this is the last free consolidated route guide
- E-purse is active and Mr. Melee will pilot the program
- Will try and begin discussions with Mulberry about a fair share-like agreement

b. Write-off of Aging Receivables

Last month, the board of directors approved to write-off the amount of \$13, 696.25 in order to alleviate financial burdens for the non-profit organization.

The District would also like to take the opportunity to write off the remaining past due amount of \$4,572.00 with ElderPoint Ministries to settle all items past due for the 2018/19 fiscal year.

“Approve the write-off of the remaining aging receivable debt with and ElderPoint Ministries to the amount of \$4,572.00.”

1st George Lindsey/ 2nd

MOTION CARRIED UNANIMOUSLY

Agenda Item #6 – Executive Informational Update / Tom Phillips

- a. September Calendar
[Attachment available]
- b. Ridership and UAP Update
[Attachment available]

Agenda Item #9 – Other Business

-None

Adjournment at 9:22 a.m.

Approved this 11th day of October, 2019.

Chairman – City Commissioner Phillip Walker

Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOV 13, 2019
AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOV 13, 2019
AGENDA ITEM #3

Agenda Item: Diver Recognition

Presenter: Aaron Dunn

Recommended
Action: None

Summary: Recognition for Leslie Holdman for performing under pressure in adverse conditions and preventing what would have been a serious accident.

GEM Award for Beverly Beckworth for going above and beyond the call of duty to assist other passengers with their daily lives.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: NOVEMBER 13, 2019
AGENDA ITEM #4a

Agenda Item: **Federal Transit Administration 2020 Section 5311
Formula Grants for Rural Areas application and
resolution 20-02.**

Presenter: David Persaud, CFO

Recommended
Action: Staff recommend approval of the 2020 Section 5311
grant application and corresponding resolution for the
County.

Summary: This grant provides needed services to citizens in the
rural areas of Polk County. The District is requesting
5311 grant funding in the amount of \$2,076,008 This is a
50/50 match. FTA will provide \$1,038,004 with in-kind
match of \$1,038,004 to be provided by the County. If
awarded this program will be included in the 2020-2021
FY budget

Attachments: #20-02 Resolution

Resolution #20-02

A **RESOLUTION** of the **Lakeland Area Mass Transit District** authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

WHEREAS, Lakeland Area Mass Transit District has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE **Lakeland Area Mass Transit District Board of Directors** FLORIDA:

This resolution applies to the Federal Program under U.S.C. Section 5311.

The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS **November 13, 2019**

By

Phillip Walker

ATTEST:

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
November 13, 2019
AGENDA ITEM #4b

Agenda Item: **Resolution #20-03 FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) Grant Application for
the Lakeland Area Mass Transit District 5310
CAPITAL FUNDS**

Presenter: David Persaud, CFO

Recommended
Action: Recommend Approval to apply to the FDOT for the
Federal Transit Administration (FTA) Section 5310
Grant Funds, as Designated Recipient and under the
Countywide Transit System Agreement.

Summary: The District is submitting this grant application to the
FDOT under Sections 5310 for capital assistance, more
specifically to replace two vehicles that exceed their
useful life in the Lakeland Area Mass Transit District.

Funding: This grant requires a 80/10/10 split. FTA will provide
\$187,265 with grant funding, FDOT will provide
\$23,408 in-kind funds and LAMTD will provide \$23,409
in local contributions. Total grant amount \$234,082 will
be included in the County FY 2020-2021 budget

Attachments: Resolution 20-03

Resolution #20-03

A **RESOLUTION** of the **Lakeland Area Mass Transit District** authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

WHEREAS, Lakeland Area Mass Transit District has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE **Lakeland Area Mass Transit District Board of Directors** FLORIDA:

This resolution applies to the Federal Program under U.S.C. Section 5310

The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS **November 13, 2019**

By

Phillip Walker

ATTEST:

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 13, 2019
AGENDA ITEM # 4c

Agenda Item: **Amendment to the Procurement and Contracts Policies Manual**

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: Recommend Board approve Amendment 7, of the Procurement and Contracts Policy Manual.

Anticipated

Funding Source: None

Summary: The District procurement policies have historically followed that of the Federal Transit Administration (FTA) procurement regulations, as described in the Federal Acquisition Regulations (FAR) and Third Party Contracting Guidance (Circular 4220.1F).

Procurement thresholds may vary between the FTA; FAR; C4220.1F and the FDOT; the District follows the more stringent threshold requirements.

As the FDOT micro and small purchase thresholds are lower than those found in the District's Procurement and Contracts Policy Manual, modification is necessary for audit compliance.

The areas of modification are as follows:

- Micro-purchases shall be reduced from \$3,000 to \$2,500
- Small purchases shall be reduced to procurement between \$2,500 up to \$35,000; (previously \$3,000 up to \$80,000)
- Sealed bids shall be reduced from procurements of \$80,000 to \$35,000
- Protest period shall be reduced from 72 hours to 36 hours after a Notice of Intent has posted.
- The reference to "purchasing" has been updated to reflect "procurement".

AGENDA ITEM #4c – CONT.

This amendment does not conflict with FTA; FAR; C4220.1F or FDOT requirements or clauses.

Approval of this policy change(s) will enhance the District's ability to meet internal customer requests and will increase our administrative efficiency.

Attachments: Office of Procurement and Contracts Policies Manual

OFFICE OF PROCUREMENT AND CONTRACTS POLICIES MANUAL

The revised Procurement policies approved by the Board of Directors will supersede and replace all other prior dated and undated procurement policies.

Revision Number: Amendment #7

Revision Date: November 13, 2019

Date of issuance: _____

Signed: _____
Tom Phillips, Executive Director

Signed: _____
David Persaud, CFO
Office of Procurement and Contracts

Date: _____

Date: _____

Supersedes and replaces:

Revision Number: Amendment #6 Revision (f)

Issued Date: October 13th, 2009

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1.0 GENERAL PROVISIONS

1.01 INTRODUCTION

This Procurement Policy Manual for the Lakeland Area Mass Transit District (District) contain the guidelines that detail the operative policy regarding the use, awarding, monitoring and reporting of procurement contracts for the District. Procedural requirements for staff shall be expanded in greater detail and depth in the department's Standard Operating Procedures (SOP) manual, which is available for review upon request. Nothing therein to the contrary shall supersede this Policy Manual, and this manual shall take precedence over the SOP manual.

1.02 PURPOSE AND PRINCIPLE

In the spirit of fair and open competition, the purpose of these policies is to provide for the fair and equitable treatment of vendors offering goods and services proposed to the District. The District's goal is to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity. The revised procurement policies approved by the District's Board of Directors will supersede and replace all other prior procurement policies.

Procurement is the process by which the District acquires goods and services necessary to fulfill its mission. The District shall acquire necessary goods and services in the most cost-effective manner yielding the best value for its employees and the public. The District's objective is to promote full and open competition as the guardian of state and federal funds using the most publicly transparent procedures possible, in accordance with Chapter 286, Florida Statutes (the "Sunshine Act"). It is the intent that this policy shall comply with all applicable state and federal laws so that the policy shall be superseded by those laws where they are applicable.

Applicable laws include the Florida Statutes that relate to procurement of goods and services and construction by a government agency with state funds, applicable Omnibus Procurement Act requirements, and the Florida Department of Transportation (FDOT), Federal Transit Administration (FTA) Circular 4220.1F (or the latest revision). If federal funds are utilized, the District will employ practices consistent with the FTA Best Practices Manual for that purchase. If non-federal funds are utilized, the District shall employ these practices to the maximum extent possible but shall in the alternative only employ practices consistent with the Florida Statutes, in particular Chapter 287. The provisions set forth in this policy shall apply for the procurement of supplies, services and construction, entered into by the District. They shall apply to all expenditures of public funds by the District for public purchasing irrespective of its source.

1.03 EXCLUSIONS

The following items are excluded from the precise procedures herein:

The procurement of real property interests (but does apply to the procurement of real property-related services except as set forth herein); Inter-local agreements between the District and governmental entities for goods or services; dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, postage, petty cash, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, judgments, debt service, mortgagee(s), collective bargaining agreements, taxes, auto allowance, borrowing of money, pensions, bonds, water, sewer, electrical and communications, utility services, copyrighted books, videos, fees, costs of job-related seminars or training, fees, licenses, permits, approved travel expenses, and other similar expenses. Any items not listed above but exempted by the Federal Transit Administration (FTA) Circular 4220.1F, as revised, shall be incorporated herein by reference.

Purchases of goods and services through the proper utilization of existing governmental competitive contracts made available to the District, commonly referred to as "piggyback

contracts”, so long as the procedures used in the FTA Best Procurement Practices Manual are followed. However, the FTA discourages the use of piggyback agreements unless absolutely necessary for the public interest. It is preferred to use consortium, or “demand-pool”, purchasing methods rather than piggybacking methods.

1.04 PROCUREMENT AUTHORITY

The Manager of Procurement and Contracts, and/or designees as assigned, shall serve as the principal officer for the contracting and/or purchase of all goods and services for the District. As such, the Manager of Procurement and Contracts (“Manager”) ensures that the office adherence to all agency, state, and federal guidelines are observed. The Manager maintains a staff of qualified procurement professional responsible for obtaining requested goods and services within established procurement guidelines, the identified budget, and timeframe. The Manager ensures local and federal participation goals are met for all segments of the vendor community. Procurement and Contracts administers a certified Disadvantaged Business Enterprise (DBE) program and is responsible for guiding the agency in meeting its federal mandated goal for DBE participation. The District’s policy of vendor inclusion is facilitated through the use of a vendor data based, maintained by Procurement and Contracts, and used to identify potential providers of goods and services. Solicitation are issued and considered through fair and open competition. Procurement and Contracts maintains reviews and updates Procurement Policies, and obtains approval for changes, modifications and additions from the Board of Directors, and the Executive Director of the District.

Procurement and Contracts establishes and maintains the policies and procedures for selection of each form of procurement with respect to all methods of procurement as defined in FTA circular 4220.1F, as amended. These shall be based on requirements, structure and dollar threshold and to administer these policies.

Accountability for the organization and structure of contract clauses, terms and conditions, and standard solicitation documents, and contract administration system forms is vested in the Manager of Procurement and Contracts.

1.05 ADVANCED ACQUISITION PLANNING

The District’s procurement staff, in collaboration with various District departments, procures a wide range of good and services for the ongoing and future operations of the District. Generally, the function of the District’s procurement staff should commence upon receipt of requisitions and relevant supporting documentation from the departments. While this approach may be sufficient for some purchases, it may not be appropriate for most major acquisitions.

Advance acquisition planning is especially necessary for major procurements and should be conducted in accordance with sound business practices and in a timely manner. Advance acquisition planning involves the District’s procurement staff, in collaboration with the User Departments, reviewing specifications and statements of scope/work to determine that the purpose of the acquisition is clear, and that the minimum requirements are clearly defined and stated in terms of performance and/or functionality when possible. It should also include market research and analysis to determine sources of supply, including opportunities for DBE participation and available solutions in the marketplace.

Advance acquisition planning usually results in effective competitive solicitations, accurate budgetary projections, timely procurement of goods and services, consideration of multiple products or solutions, and enhanced competition.

It is often the case that procurement actions are delayed due to conflicting or unanticipated workloads, redundant requirements, repetitive after-the-fact revision of specifications or

solicitation provisions, or initially unconsidered competition or business utilization issues. The best way to minimize the potential for such delays is to identify and resolve such concerns during the initial planning phases for a given purchase.

It is the desire of the District's procurement staff's intent and goal to work with departments at the earliest point possible in the acquisition cycle. The acquisition cycle begins when a department perceives a need for a given product or service and decides to purchase that supply or service. The District's procurement staff can provide a significant value-added service when we work collaboratively with the User Department in the early phases of the acquisition cycle. Such early coordination will minimize or even eliminate procurement pitfalls such as those addressed above.

It is the goal of the District's procurement staff to ensure that District purchases are completed in the most effective and timely manner possible. We consider Advance Acquisition Planning to be a major element toward achieving that goal. Actions and policies intended to affect such planning are in process, will continue, and will be expanded in coordination with all District departments.

1.06 REQUISITIONS

When there is a need for goods and/or services which are not available from any existing contract with the District that exceeds the limitations of the micro-purchase, an electronically generated requisition must be submitted to Procurement through the current requisition approval path. User department personnel should evaluate the need for goods and services, determine expected usage, and plan their purchases to effectively meet District and operational demands.

Before submitting a requisition to the District's procurement staff, the User Department must ensure that:

- Valid requirements have been established
 - Funds are available to cover the purchase
 - Specifications and or Statement of Work are available and complete; and defined or attached
- Other required documents are provided (independent cost estimate and market research)
- Estimated total dollar value of procurement should be identified

If the requisitioned purchase relates to the safety and security of District employees and the public, they will be processed in a manner which accords *first* priority in time.

2.0 PROCUREMENT POLICIES

All requested procurement activities, with the exception of "Petty Cash" (\$50.00) and Purchasing (P-Card) purchases shall *first* be reviewed by the Manager of Procurement and Contracts. These procurement procedures shall be defined in the standard operating procedures for procurement of goods and services document.

The below noted Procurement thresholds may vary between that of the District; the FAR; the FTA; and the FDOT; the District shall follow the most stringent threshold requirements.

2.01 PETTY CASH (PURCHASES UNDER \$50.00)

For procurements valued up to \$50.00, petty cash funds may be available for the District staff to procure locally small items and services. The single purchase limit is \$50.00. Petty cash should be used for any purchase of \$50.00 or less if the purchase cannot be made using a P-Card.

2.02 DIRECT PAYMENTS

Certain purchases made by the District are considered appropriate for direct payment and are therefore excluded from the procurement processes set forth in these guidelines. The items eligible for direct purchase are listed below:

- Utilities
- Mileage
- Miscellaneous refunds
- Freight
- Permits
- Newspaper and magazine subscriptions and advertisements
- Tuition
- Postage
- Memberships and Registrations
- Books and Films
- Gasoline Credit Cards charges
- Notary Fees
- Tax Bills, Special Assessment Bills
- Software Tax and Law Service Publications

Items being purchased directly must not be available under an existing contract. Any vendor that does business with the District shall be registered in the District's vendor data base.

2.03 MICRO-PURCHASES (PURCHASES UP TO \$2,500)

It is the direct responsibility of the District's Department Managers to ensure that micro-purchases are not abused in any manner. All District staff participating in the procurement process should adhere to procurement policies of the District. This applies to both Purchase Order and P-Card procurement.

Purchases under \$2,500.00 require "a fair and reasonable price" justification. Micro-purchases may be made without obtaining competitive quotations if the quoted price can be determined to be fair and reasonable. The user's file must contain support for the conclusion that the price to be paid is fair and reasonable. This support can be in the form of documentation that the purchaser shopped multiple locations or obtained verbal quotes that show a purchase price that was reasonable. Generally, the vendor offering the lowest price for goods or services that are ready for immediate delivery shall be selected. According to the Federal Rules of Acquisition, if the item is from a catalogue, sold at retail, or sold commercially off the shelf (COTS), the item price is presumed to be fair and reasonable.

- 1) Anyone making a micro-purchase should distribute or "share the wealth" of micro-purchases equitably among qualified suppliers. The purchaser must buy items in a manner reflecting equitable distribution of vendors.
- 2) Anyone making a micro-purchase may not divide or reduce the size of its procurement merely to come within the micro-purchase limit. Unnecessary inventory items should not be purchased unless they are subject to the provisions of an emergency requirement.
- 3) FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination.

User Departments shall audit micro-purchases to avoid over expenditure of funds. Additionally, the Procurement Department will monitor micro-purchases and alert Department Managers of

noted abuses. The Procurement Department will also monitor repetitive purchases, which indicate the need for competitively sourced term contracts.

2.04 CAPITAL ASSETS

The acquisition of capital assets shall be conducted by the Procurement Department. Capital assets are as defined within the Finance Manual, as modified and/or amended.

2.05 SMALL PURCHASES (PURCHASES \$2,500.00 UP TO \$35,000)

Small purchases are those simple acquisition procurements that may follow informal procurement methods for procuring supplies, services and or other property with a total aggregate cost of less than \$35,000.00.

Documentation will be required for purchases in this category to be considered, most purchases in this range will be governed by the procedures, unless otherwise covered in another provision of these procedures.

Goods and services with a total cost of \$2,500.00 but less than \$5,000.00 may be purchased after receiving three oral or written quotes. Advertisement is not a requirement.

Goods and services with a total cost of \$5,000.00 but less than \$35,000.00 may be purchased after receiving three written quotes, which are documented with the required vendor information and attached to the purchase requisition.

2.06 SEALED BID PROCESS “INVITATIONS FOR BID” (IFB) (\$35,000.00 AND GREATER)

Required for procurements with a fixed specification valued at \$35,000.00 and above. This procurement method shall be employed when there is:

A complete, adequate, and functional specification and a clearly defined purchase description.
That two or more responsible bidders are willing and able to compete or that the industry or service required will support open competition.

The procurement lends itself to a firm fixed price contract.

The selection via the sealed bid process “invitations for bid” (IFB) can be made primarily on the basis of price.

Publication of the IFB is required by the District and by the FTA. The Procurement and Contracts Department shall publicly advertise by announcing the IFB electronically through a “business-2-government” web-based service and the District’s website. These items may be advertised in a major and local newspaper or other source such as a trade publication. The Board shall be advised, in advance, of any advertisement for an acquisition anticipated to exceed \$1,000,000.

2.07 REQUESTS FOR PROPOSAL (RFP) (OVER \$35,000)

(Award based on Source Evaluation Committee Recommendations)

The RFP method of procurement may be used where the decision to award will be based upon factors other than price and is valued at \$35,000.00 and above. Generally, the evaluation process shall consist of various categories in which the proposer must demonstrate proficiency and quality to meet the needs and standards requested by the District (examples of such categories are Professional Qualifications, Past Performance/Experience, Approach and Project Management and Methodology).

The District’s procurement staff shall solicit sealed written proposals under the RFP process from vendors for the good(s) and/or service(s) to be purchased. The solicitation preparation and issuance process shall be conducted in accordance with the District procurement staff’s internal policies and procedures, and all related District policies and directives. The District’s User

Departments will be involved in the solicitation process to ensure that project or product specific requirements are adequately addressed.

Florida's CCNA (Consultant Competitive Negotiations Act) and the Brooks Act apply to the contracting of Qualifications based on procurements for services described in 49 U.S.C. Section 5325(b) and shall be followed in the issuance and conduct of an RFQ/RFP for these services. Solicitations for professional services Architectural and Engineering (A&E) shall be conducted in accordance with the FTA 4420.1f and F.S.287.055.

2.08 NON-COMPETITIVE PROCUREMENTS (SOLE, SINGLE OR DIRECTED SOURCE)

It is the policy of District to purchase its goods and services through a full and open competitive process. However, when competition is not available or when it is determined in the best interest of the District it may be necessary to utilize procurement methods other than full and open competition. The District may authorize the execution of purchases by a Directed Source, Sole Source or Emergency method (specific guidance on emergency actions is contained in a separate section of this document).

A Sole Source (SS) purchase is the procurement of goods or services for which there is only one source that can provide the good or service, and an equal product or service is not available from any other source. The User Department shall justify in writing why it is in the best interests of the District to use a sole source item or service.

A Directed Source (DS) purchase is the procurement of goods or services without formal competitive bidding, when it is determined to be in the best interests of the District although multiple sources may be available.

These procurement methods should be rarely used and only in procurements where no legitimate competition exists. FTA C.4220.1F stipulates that the sole or single source method of procurement is to be used when:

An item is available only from one responsible source, and no other supplies or services will satisfy its requirements. In accordance with FTA C 4220.1f to be considered a sole source it must have unique capability or availability. The property or services are available from one source if one of the conditions described below is present:

- Unique or Innovative Concept
- Patents or Restricted Data Rights
- Substantial Duplication Costs
- Unacceptable Delay

The explanation/justification shall be based on the User Department's unique need precluding the use of alternative approaches or solutions. All supporting documentation shall be made part of the procurement records.

2.09 EMERGENCY PURCHASES (AUTHORIZATION AND CRITERIA)

2.09.1 Authorization:

The Executive Director, or in the absence of the Executive Director, the Manager of Procurement and Contracts may authorize emergency purchases when an emergency exists. Emergency purchases exceeding \$25,000.00 will be reported to the Executive Director within seventy-two (72) hours and to the Board at its next meeting.

2.09.2 Criteria for Emergency Purchases

The following constitutes grounds for the emergency purchase of goods or services through non-competitive processes:

An emergency purchase shall be defined as an unforeseen or unanticipated urgent and immediate need for equipment, supplies, or services where the protection of life, health, safety or welfare of the community or employees within the jurisdiction, boundaries or service area of the District would not be possible using normal purchasing procedures. Additionally, an emergency purchase includes the purchases of goods or services that would mitigate the sudden and unforeseen disruption of services throughout the District boundaries (due to public safety and natural disaster considerations).

Requisitioned goods or services may not be obtained on the basis of an emergency, if the need arises due to negligence and/or lack of planning. Failure to anticipate normal needs, missed project deadline dates, or a desire to expend excess or remaining budgeted funds prior to yearend does not constitute an emergency. Poor inventory management or lack of planning does not constitute an emergency.

Goods or services under \$3,000 are not subject to these provisions and may be procured in the manner outlined in this Policy Manual.

2.09.3 Natural Disaster Emergency Purchases

Emergency disaster purchases are those purchases needed due to unforeseen acts of nature, including but not limited to hurricanes, tornados, floods, fire, etc. Should the Board of Directors or the Executive Director declare a natural disaster emergency, the Manager of Procurement and Contracts may take the necessary steps to affect the purchasing needs of the transportation district to maintain effectual services within the district.

All purchases, which occur during the declared emergency, must adhere to procurement guidelines when prudently possible.

The Manager of Procurement and Contracts or the procurement Manager's designee may take the necessary steps to achieve the purchasing needs of the District to contract emergency purchases of goods or contractual services. Should communications with the procurement Department not exist, the purchase authorization and purchase order issuing will transfer to the Operations Manager for the District in the Emergency Operations Center (EOC).

If time and situations allow, any of the aforementioned personnel should attempt to solicit quotations for each emergency purchase. In some situations, there may only be time to contact a single vendor, or time may allow for contacting three (3) vendors. If the particular situation only allows contacting a single vendor, documentation should be kept for each purchase made.

The District's procurement staff shall report to the District's Executive Director, any departmental procurement practices which reflect poor operational planning or management and have the potential effect of defeating the purpose of the procurement process including emergency purchases.

2.10 PURCHASE CARD PROGRAM (PURPOSE AND REQUIREMENTS)

The District's Purchasing Card (P-cards) program has been designed to improve the efficiency in processing micro-purchases and aid in the accounting of authorized travel from any vendor who accepts the P-cards. This program will allow the cardholder to purchase approved goods and services directly from vendors, the P-cards will be issued to the Executive Director and Department Managers and other designated staff of the District. Both the card holder and the District will be clearly shown on the card as the buyer of goods and services. The Finance and Accounting Department will administer the program together with the procurement Department. Procurement will aid in the monitoring of the performance of the program.

2.10.1 Purpose of the procurement Card Program

- 1) Provide an efficient method of payment for goods and services not exceeding \$3,000.00 per purchase (or, as revised by FTA regulations), except for certain travel related purchases.
- 2) P-cards will be issued to Department Managers who are frequently responsible for micro-purchases of goods or services. This should reduce the number of micro and multiple purchase orders and direct pays. Detailed procedures may be found in the Purchasing Card Policy and Procedure Manual, which shall be given to and signed by each card user.

2.10.2 Rules and Requirements

The procurement responsibility for micro-purchases is delegated to the authorized Manager enabling them to place an order directly with a vendor. When the vendor at the point-of-sale requests a purchase authorization, the P-card software system checks the transaction against preset limits established by the District for that cardholder and a transaction will be approved or declined electronically based on the card authorization criteria that has been established. The authorization criteria may be adjusted as needed and generally includes but is not limited to single purchase limit of \$3,000, as set by the Manager of Procurement and Contracts, and restrictions concerning types of merchants that the P-card can be used with.

Travel and entertainment (“T&E”) expenses are prohibited from being applied to the P-Card and shall be applied to a separate credit card used solely for that purpose.

2.10.3 Spending Limits

The Procurement and Contracts Manager will set two limits for each cardholder, namely a single purchase limit and a 30-day billing cycle limit. Specific language on limit changes and splitting charges is addressed in the Purchasing Card Policy and Procedure Manual.

2.11 Procurement of Ancillary Services

When deemed reasonably necessary, and with the concurrence of the Executive Director, ancillary services may be procured by the professionals representing the District as described in the definition of “Ancillary Services.” In each case, such procuring professionals shall make a determination of the best value provider of the necessary ancillary service on the basis of cost considerations as well as quality, reputation, availability, and timeliness of the required services. In appropriate cases (not including professional services described in Florida’s Consultant’s Competitive Negotiation Act), quotes shall be obtained, or other market information utilized to verify the reasonableness of the prices or rates of compensation to be charged.

3.0 APPROVAL OF AWARDS, DELEGATION OF AUTHORITY

The District’s Board of Directors shall review and/or modify and authorize all contracts for execution that exceed Fifty Thousand dollars (\$50,000.00). Pursuant to this Rule, the District’s Board of Directors shall delegate the authority to award procurements so approved for award by this District’s Board of Directors.

Authority to Award Contracts:

- The District’s Board of Directors shall award all contracts greater than \$50,000.
- The District’s Executive Director shall have the authority to award contracts up to \$50,000.
- The District’s Executive Director has delegated limited award authority to the District’s Manager of Procurement and Contracts.
- The District’s Manager of Procurement and Contracts may award contracts up to \$25,000.

- The District's Manager of Procurement and Contracts has delegated limited award authority to the District's Contracts Specialist and Procurement Agent.
- The District's Contracts Specialist may award contracts up to \$10,000.
- The District's Procurement Agent may award contracts up to \$3,000

All purchases awarded between \$25,000 and \$50,000 will be reported to the Board at the next Board meeting.

Revenue contracts with a value exceeding the Executive Director's delegated authority are to be placed on the Board agenda for approval. Award of revenue contracts shall follow the same pattern of delegated authority.

The dollar amount or dollar value of any Contract in the aggregate, including any potential option terms, shall not exceed the dollar limitation specified in the award approved by the District's Board of Directors.

Contracts for the supply and delivery of fuel shall be exempt from prior Board authorization, due to the volatile nature of the commodity in terms of price. The Board shall be notified at the next board meeting following the execution of a contract for such service by the Executive Director or his designee.

3.01 REJECTION OF BIDS/ PROPOSALS

The Executive Director or designee (the District's Manager of Procurement and Contracts), may reject any and all bids/proposals or parts of all bids/proposals within the thresholds noted above, up to \$50,000 when such rejection is in the best interests of the District. Rejection of bids/proposals may also be protested. The guidelines for filing a protest are in Section 4.0 of this manual.

3.02 EXECUTION OF INSTRUMENTS

If there is an unplanned absence by the Executive Director or vacancy thereof, the Executive Director designates the head of Finance as the authorized official to sign all contracts, purchase orders, change orders and work orders which have been approved by the District's Board of Directors. In the unplanned absence or vacancy of both the Executive Director and CFO positions, the Procurement and Contracts Manager retains delegated authority to authorize such instruments.

3.03 CHANGE ORDERS, MODIFICATIONS OR AMENDMENTS

The Executive Director shall have the authority to execute individual change orders or contract modifications increasing or decreasing the original contract award by the Board. For contracts under \$50,000, the Executive Director may approve contract modifications up to a total contract amount of \$50,000. Any contract modification that increases the contract amount from below \$50,000 to over \$50,000 shall require Board approval. The Board shall be advised of any contract modification that increases the contract value from below \$25,000 to \$50,000 at the next Board meeting.

For contracts having an original or modified contract amount exceeding \$50,000, the Executive Director may approve contract modifications or change orders not exceeding 20% of the original contract amount or the Board authorized Not-to-Exceed amount unless authorizing award states otherwise during the course of the initial contract term.

For contracts in an Option to Renew term the Executive Director may execute a modification up to 20% in the aggregate of the modified contract amount during the term of any option to renew that may be exercised during the renewal term.

For contracts under \$25,000, the Manager of Procurement and Contracts may approve contract modifications up to a total contract amount of \$25,000. Any contract modification that increases the contract amount from below \$25,000 to over \$25,000 but not exceeding \$50,000 shall be approved by the Executive Director.

4.0 PROTEST POLICY

This policy provides procedure for a resolution of protests arising from the Procurement process. Contracts not subject to formal competitive sourcing; that is contracts that were not recommended for award pursuant to an issuance of IFB or RFP, or contracts awarded pursuant to an emergency declaration or other emergency procedures are not subject to the Protest Policy. The District reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the Procurement or prejudice other bidders or proposers and/or to reject any and all Bids or Proposals submitted in response to any Invitation to Bid or Request for Proposals. Conditional Bids or Proposals or those that take exception to the specifications may be considered non-responsive and may be rejected by the Manager of Procurement and Contracts.

4.01 PROTEST

Any person adversely affected by the decision of the District, or its designee, to award a contract or to reject all bids/proposals shall file a notice of protest, in writing, within 36 hours after posting the intent to award or the recommendation thereof. Failure to submit the Notice of Intent to Protest within thirty-six (36) hours will result in the protest being rejected by the District without further consideration. Only an “interested party” that is an actual offeror, bidder or proposer, whose direct economic interest would be affected by the award or failure to award retain the right to protest. The bidder, offeror or contractor has the responsibility to contact the District and request the written award recommendation (failure to contact the District for the award recommendation to determine if a bid protest is warranted is considered lack of due diligence).

Saturdays, Sundays, or Federal or State of Florida holidays shall be excluded in the computation of the time periods provided by this section.

The formal written protest shall state with particularity the facts and the laws upon which facts and the law upon the protest is based it shall also identify the protesting party and the solicitation involved.

All notices of protest and formal protest shall be filed with the District’s Manager of Procurement and Contracts at 1212 George Jenkins Blvd, Lakeland Fl 33815 and with District’s attorney and each bidder/proposer. Filing is complete upon receipt of the Manager of Procurement and Contracts.

A protest is not timely filed unless both the notice of protest and the formal protest are received by the Manager of Procurement and Contracts, or designee, within the required time limits. Failure to file the formal written protest in a timely manner shall constitute a waiver of the right to protest the award recommendation. No additional time will be added to the time limits for mail service.

4.02 SUSPENSION OF THE PROCUREMENT PROCESS

Upon receipt of the formal written protest which has been timely filed, the contract award process shall be stayed until the subject of the protest is resolved by the final District action, unless the District’s Executive Director or the designee thereof sets forth in writing particular facts and circumstances which require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public or District safety.

Upon receipt of a timely formal protest of intent to award or a decision to reject all bids/proposal responses, notice shall be supplied by the District either electronically or via U. S. Mail to all bidders/proposers for that contract. Additionally, the District shall notify FTA when it receives a third party contract protest and to keep FTA informed about the status of the protest. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved.

4.03 RESOLUTION OF PROTEST

Upon written request of the protestor or on its own, the District shall provide an opportunity for the protestor to meet with the Manager of Procurement and Contracts to resolve the protest by mutual agreement, within the five days, Saturday, Sunday or legal holidays, of a formal written protest.

If the protest is not resolved by mutual agreement and the protest is not withdrawn within 5 days, Saturday, Sunday or legal holidays, of receipt of the formal written or within 48 hours of the meeting between the Manager of Procurement and Contracts or designee and the protestor, whichever is later, and if there is no disputed issue of the material fact, an informal proceeding shall be conducted pursuant to the Section 120.57(2), F.S. A committee of appointed District staff shall conduct an informal hearing.

If the subject of the protest is not resolved by mutual agreement and the protest is not withdrawn within 5 days, excluding Saturday, Sunday or legal holidays, of receipt of the formal written or within 48 hours of the meeting between the Manager of Procurement and Contracts or designee and the protestor, whichever is later, and if there is a disputed issue of material fact, the protest shall be referred to the Division of Administrative Hearings for proceedings consistent with Chapter 120.57(1), F.S.

If the contract is being awarded subject to the provisions of Section 120.57(5), F.S. upon receipt of the protest, the Division of Administrative Hearings shall expedite the hearing and assign a hearing officer that shall conduct a hearing within 15 days of the receipt of the formal protest by the Division and render a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the hearing officer whichever is later. The provisions of this paragraph may be waived upon stipulation by all parties.

4.04 APPEAL OF DECISION

Bidders and proposers have within three (3) business days of receipt of the written decision to file a formal written appeal and bond to the District's Procurement and Contracts Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.

Any person who files an action appealing a decision shall post with the Procurement and Contracts Department at the time of filing the formal written appeal a bond payable to the District in an amount equal to five percent (5%) of the estimate of the total volume of the contract/claim or Five Thousand Dollars (\$5,000.00), whichever is less.

The bond shall be conditioned upon the payment of all costs, which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the District may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order or judgment. Upon payment of such costs and charges by the person appealing the decision, the bond, cashier's check, or money order shall be returned to the protestor or the District will deposit the

bond, cashier's check, or money order. If the protestor appealing the decision prevails, the protestor shall recover from the District all costs and charges, which shall be included in the final order of judgment, excluding attorney's fees.

Nothing in this Section is intended to affect the existing powers of the District's Board of Directors to settle actions pending before the *Court*.

In the event the protesting party's claim is upheld the court awarded damages on behalf of the protesting party and if the award of said contract is not awarded to the protesting party, the District shall be solely limited to bid/proposal preparation costs, and reimbursement of the amount of the protest bond as stipulated herein.

The denial of an appeal may be further appealed to the FTA. The appellate process concerning the FTA shall be governed exclusively by its rules in C.4220.1F, as revised.

An interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F, as revised. Alleged violations of certain federal requirements provide a separate complaint procedure.

The protester must exhaust its administrative remedies by pursuing the District's protest procedures to completion before appealing the decision to FTA. Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

4.05 BREACHES AND DISPUTE RESOLUTION

Breaches and disputes shall be handled in accordance with FTA Section 49 CFR Part 18 and Circular 4220.1F and the Best Procurement Practices Manual. Termination provisions in a formal contract or standard purchase order terms and conditions shall be followed, if necessary. Termination for convenience and cause provisions shall be included in all contracts over \$10,000, but in any case, shall be incorporated by reference on each purchase order for any amount. These standard purchase order terms and conditions shall govern in the absence of a formal, written contract, and shall be posted on the agency's web site.

4.05.1 Applicability to Contracts

All contracts in excess of \$50,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

The Breaches and Dispute Resolutions requirements flow down to all tiers, the following clauses are examples of provisions from various FTA third party contracts:

1) Disputes.

Disputes arising in the performance of a contract which are not resolved by agreement of the parties shall be decided in writing by the contracting officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the contracting officer. Concerning any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the contracting officer shall be binding upon the Contractor and the Contractor shall abide to the decision.

2) Performance during Dispute

Unless otherwise directed by the District, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

3) Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4) Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the District and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the District is located.

5) Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law

4.05.2 References

Disputes, Breaches, Defaults, or Other Litigation. The District agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

Notification to FTA. The District agrees to notify FTA in writing of any current or prospective dispute, breach, default, or litigation concerning alleged damages over \$10,000 that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the District seeks to name the Federal Government as a party to litigation for any reason, in any forum, the District agrees to inform FTA in writing before doing so. Each notice to FTA under this Section shall be sent, at a minimum, to the FTA Regional Counsel within whose Region the District operates its public transportation system.

Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the District may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

Enforcement. The Recipient agrees to pursue all legal rights provided within any third-party contract.

FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the District.

Alternative Dispute Resolution. FTA encourages the District to use alternative dispute resolution procedures, as may be appropriate.

Amendments to the Project. The District agrees that a change in Project circumstances causing an inconsistency with the terms of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement will require an amendment to the Grant Agreement or Cooperative Agreement for the Project signed by the original signatories or their authorized designees or successors. The District agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or the Grant Agreement or Cooperative Agreement for the Project.

5.0 CONTRACT ADMINISTRATION SYSTEM REQUIREMENTS

In listing the "General Procurement Standards Applicable to Third-Party Procurements," the FTA has established two standards that address contract administration documentation as opposed to procurement administration documentation:

Contract Administration System – the District shall maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Responsibility for Settlement of Contract Issues/Disputes - the District alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibility under its contracts.

5.01 DOCUMENTATION FILES

The procurement official shall maintain the "official" contract file, the "official" file will include all official correspondence relating to the administration of the contract so as to verify the contractor's adherence to the terms of the contract and demonstrate that the District is following good administrative practices and sound business judgment in settling all contractual and administrative issues arising during contract performance.

5.02 CONTRACT AUDIT AND REVIEW

All contracts involving the expenditure of public funds shall be subject to review and audit during and after performance to ensure that the District has received in full the contracted goods and services.

This documentation will take precedence, and have greater evidentiary value, over verbal forms of evidence. This is to demonstrate that the contracting officer and the contractor have complied with the terms of the contract (i.e., bonds have been submitted, contractual issues requiring the approval of the contracting officer have been submitted and approved, requests for payment have been submitted, reviewed, approved, and processed, etc.) and that contractual and administrative issues in dispute have been addressed and settled in accordance with good administrative practice and sound business judgment.

6.0 STANDARDS OF CONDUCT

The Federal Transportation Authority Regulation 49 CFR § 18.36(b)(3) establishes for the Department of Transportation the government-wide requirement that state and local government grant recipients must have written standards of conduct for procurement personnel.

6.01 GOVERNANCE

The District shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. The following are minimum requirements of the code of standard of conduct:

No employee, officer, agent, immediate family member, or Board member of the District shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent would be involved.

No employee, officer or agent of the District shall participate in selection, or in the award or administration of a contract as an FTA grant recipient supported by Federal funds if a conflict of

interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

The employee, officer or agent or Board member

Any member of the employee's immediate family,

The employee's partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The District's officers, employees or agents or Board members will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The District may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the District's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

As an ethics requirement, Section 3(a) of the FTA Master Agreement requires the written standards of conduct to encompass both personal and organizational conflicts of interest and defines them as follows:

49 CFR § 18.36(c) (v) and 49 CFR § 19.43 prohibit organizational conflicts of interest as restrictive of competition. Section 19.43 further states as follows:

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The District shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

Awards shall be made to the respondent whose bid or offer is determined to be both responsive and responsible to the solicitation and is most advantageous to the District, considering price, quality and other value-related factors. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the District. Any and all bids or offers may be rejected when it is in the District's interest to do so.

40 CFR § 1506.5(c) concerns the engagement of a consultant for the preparation of an environmental impact statement under the National Environmental Policy Act (NEPA). It states the following:

Environmental impact statements. Except as provided in Section 1506.2 and 1506.3 any environmental impact statement prepared pursuant to the requirements of NEPA shall be prepared directly by or by a contractor selected by the lead agency or where appropriate under Sec. 1501.6(b), a cooperating agency.

It is the intent of these regulations that the contractor be chosen solely by the lead agency, or by the lead agency in cooperation with cooperating agencies, or where appropriate by a cooperating agency to avoid any conflict of interest. Contractors shall execute a disclosure statement prepared by the lead agency, or where appropriate the cooperating agency, specifying that they have no financial or other interest in the outcome of the project. If the document is prepared by contract, the responsible Federal official shall furnish guidance and participate in the preparation

and shall independently evaluate the statement prior to its approval and take responsibility for its scope and contents. Nothing in this section is intended to prohibit any agency from requesting any person to submit information to it or to prohibit any person from submitting information to any agency.

7.0 CONFIRMATION PURCHASE/ UNAUTHORIZED PURCHASE

A confirmation purchase is defined as a ratification of an unauthorized purchase executed by a User Department that is not in compliance with the policies contained in the District's policies and procedures manual. A Confirmation Purchase requires retroactive approval of an unauthorized purchase. A confirmation purchase requires retroactive approval by the District's Procurement and Finance staff for actions up to \$50,000, and by the Board for commitments exceeding that amount. The employee responsible for an unauthorized purchase may be subject to disciplinary action and may be held responsible for repayment of the unauthorized purchase to the District. The Department Manager having responsibility over the unauthorized purchase shall provide to the District's Executive Director a complete written justification for the specific unauthorized purchase to include a description of any disciplinary action taken and the corrective action intended to prevent recurrence of the incident. A copy of this justification shall be provided to the District's procurement staff in conjunction with the purchase request by the department requesting the confirmation purchase. All confirmation purchases request is to be forwarded to District's Procurement Department.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 13, 2019
AGENDA ITEM #4d

Agenda Item: **Property Disposal Policy and Procedures for Florida FDOT Grant Funded Assets**

Presenter: David Persaud, CFO

Recommended
Action: To approve a policy for disposal and transfer of surplus property, rolling stock, obsolete equipment and/or supplies funded by the Florida Department of Transportation Grants. This Policy shall address assets acquired with Florida Department of Revenue Capital Grants.

Summary: The Finance Department establishes asset and property management standards, procedures to implement the standards and policies set forth in the attachment, and in accordance with Federal, including FTA Grant and Circular requirements and State requirements.

As a recipient of grant funding, the District must comply with various Federal, State and Local requirements with regard to fixed asset controls and reporting. The District will comply with these regulations in addition to sound financial management procedures.

To ensure full compliance with the requirements of Federal and State grants, the District has established policy and procedures consistent with grant management procedures reflected in the attachment.

Attachment: LAMTD Property Disposal Policy for Assets Funded with State of Florida Department of Transportation Capital Grants

LAKELAND AREA MASS TRANSIT DISTRICT
Disposition of Surplus Equipment and other Tangible Personal Property of the
District funded with FDOT Capital Grants

Board Policy: Disposition of Surplus Equipment, Supplies, And Other Tangible Personal Property of The Lakeland Area Mass Transit District funded with Florida State Grants.

Recommended
Actions: Consider approving amendments to Board Policy -Disposition of Vehicles, Surplus Equipment, Supplies, and other Tangible Personal Property of the District.

Summary: The intent of this Board Policy is to establish uniform guidelines for the disposal or transfer of surplus, or obsolete District vehicles, equipment and supplies funded with the Florida Department of Transportation Grants. As a recipient of grant funding, the District must comply with the requirements and general grant management procedures provided under the Florida State Management Plan (SMP) 2019. The Lakeland Area Mass Transit District will replace all vehicles that meet both the mileage and age with all documentation such as high operating cost, excessive wear or excessive mechanical failure as the reason for disposal.

In light of policy and regulations which defines the threshold for Fixed Assets for the LAMTD to better control the District's resources and maximize the items eligible as grant funded capital assets, staff recommends that the LAMTD elect to use the maximum \$2,000 threshold for capitalization policy for this process.

Budgetary
Fiscal Impact: There is no budgetary or fiscal impact associated with this report.

Background
Rationale: Recommendations from the FDOT's District's Triennial Review Process on October 22, 2019 the Consultants prompted the Finance Department to review and recommend amendments to Board Policy - Disposition of Surplus Equipment, Supplies, and Other Tangible Personal Property of The District. The amendments will bring the policy into conformance with the recommendations from the FDOT District I Office:

**LAKELAND AREA MASS TRANSIT DISTRICT DISPOSITION POLICY IN COMPLIANCE
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION GRANTS.**

The LAMTD District will present this Disposition Policy on Vehicle Disposition funded with Florida Department of Transportation Grants for approval on November 13, 2019

Signed:


Tom Phillips, Executive Director

Date: November 5, 2019

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: NOV 13, 2019
AGENDA ITEM 5a

Agenda Item: **Executive Director Review**

Presenter: Tim Darby, Esq.

Recommended
Action: Approve the authorization of the Executive Director to
 sign the Easement Agreement

Summary: An agreement entered by Lakeland Senior Living No.
 Three, LLC and the Lakeland Area Mass Transit District
 to provide access to the easement property for use of a
 transit shelter.

Attachments: Easement Agreement

Prepared by and return to:

Ben H. Darby, Jr.
Attorney at Law
Darby Law Group, P.A.
P.O. Box 2971
Lakeland, FL 33806-2971
Telephone: (863) 683-7400

[Space Above This Line For Recording Data]

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), is made and entered into by and between Lakeland Senior Living No Three, LLC (entity type), whose mailing address is _____ ("Grantor"), and the **LAKELAND AREA MASS TRANSIT DISTRICT**, an independent special district, whose mailing address is Post Office Box 1687, Lakeland, Florida 33802 (the "District"), with reference to the following facts:

- A. Grantor owns certain real property in Polk County, Florida, more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Grantor's Property").
- B. The District, in order to accomplish the purpose of establishing, operating and maintaining public mass transportation systems within the territorial boundaries of the District, desires to place a transit shelter on that certain portion of the Grantor's Property, consisting of an area which is nine (9) feet wide and twenty (20) feet long (the "Easement Property"), as outlined and so designated on the site plan attached hereto as **Exhibit B**, and by this reference made a part hereof (the "Site Plan"), for the purpose set forth below.
- C. Grantor has agreed to the District's placement of a transit shelter on the Easement Property.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Easement.** Subject at all times to the terms and conditions set forth in this Agreement, Grantor hereby grants to the District, a non-exclusive, perpetual easement for use of the Easement Property to install, access, use, repair, maintain, or replace a transit shelter located within the Easement Property as indicated on the Site Plan.
2. **Expenses.** If Grantor shall make any expenditures for which the District is responsible or liable under this Agreement, or if the District shall become obligated to Grantor under this Agreement for any sum, the amount thereof shall be due and payable by the District to Grantor, together with all applicable sales taxes thereon, if any, upon demand.
3. **Use.** The District shall use and occupy the Easement Property for the placement, maintenance, repair, replacement and operation of a transit shelter and such other ancillary improvements as may be required for the placement of the transit shelter (collectively the "Improvements") and for absolutely no other use or purpose whatsoever (the "Permitted Use"). To the extent allowed by the governmental authority(ies) having jurisdiction over the Easement Property, the District shall have the right to place signage and advertising on the transit shelter.
4. **Compliance with Laws/Rules.** The District shall, at its expense, comply promptly with all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over the Easement Property that pertain to (i) the physical condition of improvements constructed by the District; (ii) repairs and maintenance required by the District's operation upon the Easement Property; and (iii) the use of the Easement Property by the District.
5. **Agreements with Governmental Authorities.** This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland and the County of Polk.
6. **Permits.** The District shall be solely responsible for obtaining and maintaining all licenses or permits required for the operation and management of the Permitted Use of the Easement Property.

7. **Maintenance.** The District shall be responsible, at the District's sole cost and expense, for the installation, maintenance and repair of the Improvements, and for keeping the same installed, repaired, replaced, and maintained in a first class, clean, safe, sanitary and healthy condition and as otherwise may be provided in this Easement. If the District shall fail to perform any of its obligations hereunder, Grantor shall have the right, but not the obligation, upon thirty (30) days written notice to the District (except in the event of an emergency, in which event no notice shall be required), to cure such failure for the account of and at the expense of the District. The District agrees to promptly repay Grantor all sums paid by Grantor pursuant to the foregoing sentence, as set forth in Section 2 above.

8. **Improvements.** All Improvements installed by the District upon the Easement Property shall be new or completely reconditioned. Additionally, the District shall perform periodic inspections of its Improvements, not less than once every six (6) months, or within ten (10) days of Grantor's written request therefor, to ascertain that all Improvements are clean, in good working order, and in a slightly condition. The District shall replace any Improvement or portion thereof that is worn, unsightly or outdated. Such Improvements may be removed by the District at any time during the Term, and shall be removed by the District upon expiration thereof. The District agrees to repair any damage to the Easement Property, or Grantor's Property, resulting from the removal of such Improvements. In the event the District fails to remove any such Improvements within thirty (30) days after such expiration or termination of this Agreement, then said Improvements shall be deemed abandoned by the District and shall automatically become the property of Grantor, and Grantor may possess, use, dispose of, and otherwise enjoy all the beneficial incidents of ownership thereof. The District shall provide Grantor with not less than five (5) days advance written notice of its proposed schedule for removal and restoration activities; and the District shall coordinate such activities with Grantor so as to eliminate or minimize any interference with, or disruption of, Grantor's use of Grantor's Property.

9. **Indemnification.** Subject to the District's rights of sovereign immunity, the District shall defend, indemnify, save and hold Grantor harmless for all costs, expenses, losses, claims, suits and liability (including court costs and attorneys' fees with respect to any tribunal) incurred by Grantor with respect to any loss of or damage to property, or personal injury, including death, to persons, and from all judgments recovered therefor, which result from the District, or the District's employees', contractors' or agents', negligent acts, willful misconduct, errors or omissions, or use of the Easement Property to the extent and limits provided by law as set forth in Section 768.28 of the Florida Statutes. The District shall have no duty to indemnify Grantor for Grantor's negligence or for the negligence of Grantor's employees, agents or contractors.

10. **The District's Warranties.** The District represents and warrants to Grantor the following:

10.1. **Power and Authority: Authorization and Validity.** The District has full power and authority to execute, deliver, and perform its obligations under this Agreement and all related agreements and documents. This Agreement and each other agreement contemplated by this Agreement have been duly executed and delivered by the District and constitute legal, valid, and binding obligations of the District, enforceable in accordance with their terms.

10.2. **Compliance with Laws: Permits and Licenses.** The District is in compliance with all applicable federal, state, and local laws, codes, rules, and regulations. Further, the District represents and warrants that it has all applicable licenses, permits, and approvals necessary for the Permitted Use on the Easement Property.

11. **Termination.** This Agreement shall be deemed automatically terminated upon the occurrence of any of the following events:

11.1. **Upon Default.** Any failure of performance by the District of its obligations under the terms of this Agreement, provided Grantor shall have given the District at least thirty (30) days advance written notice (unless otherwise provided herein, or, in the case of an emergency, such lesser time and form of notice as shall be reasonable) of the failure, and the failure shall not have been cured within such applicable period.

11.2. **Termination Absent Default.** In the event the District determines that the Easement Property is no longer needed for the purpose set forth herein, the District may terminate this Easement by notifying Grantor, in writing, at least sixty (60) days prior to the date of such termination.

11.3. **Survival.** The provisions of Sections 8 and 9 shall survive the termination of this Agreement, and all other terms and conditions of this Agreement shall, upon the expiration or earlier termination, be of no further force and effect and neither Grantor nor the District shall have any further obligations

hereunder.

12. **Sovereign Immunity.** Nothing contained herein shall operate or be construed as a waiver of the District's sovereign immunity.

13. **Miscellaneous Provisions.**

13.1. **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

If to the District: Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, FL 33815
ATTN: Executive Director
Fax: 863-327-1342

With copy to: Ben H. Darby, Jr., Esq.
Post Office Box 2971
Lakeland, FL 33806-2971
Fax: 863-683-7445

If to Grantor: Renee Tucker Ayer, CEO
Lakeland Senior Living No. Three, LLC
771 Carpenters Way
Lakeland, FL 33809

With copy to: Gus Gornto, Esq.
310 Wilmette Ave.
Suite 5
Ormond Beach, FL 32174

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section.

13.2. **Assignment.** This Agreement may not be assigned, in whole or in part, by the District without the written consent of Grantor, which consent may be withheld by Grantor for any reason whatsoever. Notwithstanding the foregoing, the District may assign this Agreement to the Polk Transit Authority; however, such assignment shall not be effective until thirty (30) days after the District has provided written notice of the assignment to Grantor.

13.3. **No Waiver.** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.

13.4. **Severability.** If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

13.5. **Amendment.** This Agreement may only be amended by an instrument in writing signed by both of the parties hereto.

13.6. Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

13.7. Recording. This Agreement shall be recorded in the public records of Polk County, Florida.

13.8. Relationship. Grantor shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner of the District in the conduct of the District's business upon, within or from the Easement Property or otherwise, or a joint venturer or a member of a joint enterprise with the District, or any other relationship other than as grantor/grantee.

13.9. Agreement Binding. Subject to the provisions of Section 13.2 above, the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

13.10. Authorized Parties. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

EXECUTED by the District this _____ day of _____, 2019.

Signed in the presence of the
following two witnesses:

LAKELAND AREA MASS TRANSIT DISTRICT,
an independent special district

Witness Signature
Print Name: _____

By: _____
Tom Phillips,
Executive Director

Witness Signature
Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this _____ day of _____, 2019, by Tom Phillips, Executive Director of the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special district, on behalf of the district. He is personally known to me.

Notary Public – State of Florida

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

EXECUTED by Grantor this 5 day of November, 2019.

Signed in the presence of the
following two witnesses:

(Organization),
(type of entity)

Brayan Antunez
Witness Signature
Print Name: Brayan Antunez

By: Renee Tucker Dyer
CEO
(title)

Jennifer VanDorn
Witness Signature
Print Name: Jennifer VanDorn

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 5 day of November, 2019, by (name), (title) of (organization), a (type of entity), on behalf of the (entity). He/She is personally known to me or produced _____ as identification.



Laura Tenpenny
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG071256
Expires 2/8/2021

Laura Tenpenny
Notary Public - State of Florida

EXHIBIT "A"
Legal Description of Grantor's Property

EXHIBIT "A"

LEGAL DESCRIPTION:

A PERPETUAL EASEMENT FOR BUS STOP SHELTER OVER AND ACROSS THAT PART OF SECTION 25, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE SOUTH 89°53'35" EAST, ALONG THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 114.68 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 98; THENCE NORTH 00°13'57" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 378.64 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CARPENTERS WAY; THENCE NORTH 35°38'50" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 73.35 FEET; THENCE NORTH 71°03'42" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 277.81 FEET; THENCE NORTH 66°34'25" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 127.80 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 717.82 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE/Delta OF 14°33'39", (CHORD = 181.93 FEET, BEARING = NORTH 78°20'31" EAST) FOR A DISTANCE OF 182.42 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 00°13'57" EAST, 60.17 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SAID CARPENTERS WAY AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 777.81 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/Delta OF 21°21'45", (CHORD = 288.33 FEET, CHORD BEARING = SOUTH 83°20'25" EAST) FOR A DISTANCE OF 290.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 72°38'49" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 410.29 FEET; THENCE NORTH 52°17'23" EAST, 5.06 FEET, THENCE SOUTH 69°34'44" EAST, 74.89 FEET; THENCE NORTH 21°19'46" EAST, 24.65 FEET; THENCE SOUTH 68°40'14" EAST, 97.68 FEET; THENCE SOUTH 22°41'57" WEST, 25.58 FEET, RETURNING TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE, AND BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 736.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/Delta OF 11°53'26", (CHORD = 152.57 FEET, CHORD BEARING = SOUTH 58°56'48" EAST) FOR A DISTANCE OF 152.84 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 53°00'04" EAST, STILL ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 399.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 273.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE/Delta OF 37°16'03", (CHORD = 174.46 FEET, CHORD BEARING = SOUTH 71°38'05" EAST), FOR A DISTANCE OF 177.57 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°43'53" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 00°16'07" WEST, 9.00 FEET; THENCE NORTH 89°43'53" EAST, AND PARALLEL WITH THE AFORESAID NORTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°16'07" EAST, A DISTANCE OF 9.00 FEET AND RETURNING TO THE AFORESAID NORTH RIGHT-OF-WAY; THENCE SOUTH 89°43'53" WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 180.0 SQUARE FEET, MORE OR LESS.

**LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 1
EXHIBIT "A"**



1925 Bartow Road, Suite 101, Lakeland, Florida 33801
(863) 904-4699 - kthompson@platinumsurveying.com

STATE OF FLORIDA AUTHORIZATION FOR:
SURVEYING AND MAPPING BUSINESS - LB 6135

Kenneth W Thompson
Digitally signed by
Kenneth W Thompson
Date: 2019.09.05
11:55:52 -0400

KENNETH W. THOMPSON P.L.S.

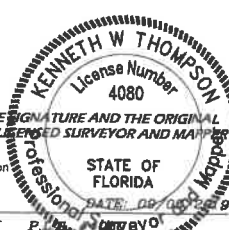
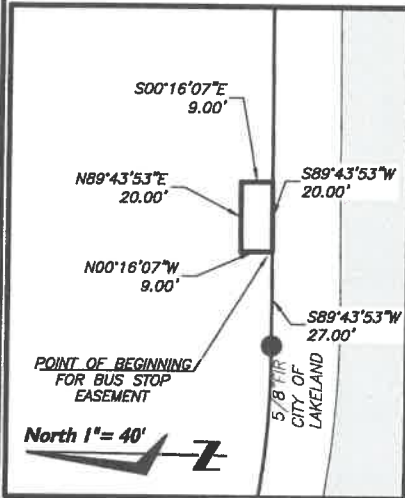


EXHIBIT "A"

North 1"= 200'

SEE ENLARGEMENT
BELOW LEFT



EASEMENT ENLARGEMENT

LEGAL DESCRIPTION AND SKETCH
NOT A BOUNDARY SURVEY
SHEET 1 OF 2
EXHIBIT "A"

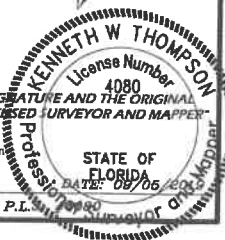
PSM PLATINUM
SURVEYING & MAPPING

1925 Bartow Road, Suite 101, Lakeland, Florida 33801
(863) 904-4699 - kthompson@platinumsurveying.com

STATE OF FLORIDA AUTHORIZATION FOR
SURVEYING AND MAPPING BUSINESS - LB 8136

Kenneth W Thompson

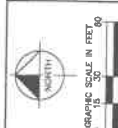
KENNETH W. THOMPSON P.L.



STAC:IVEKIMLEY-HORN PROJECT:SLAKE GIBSON VILLAGE-BUS STOP DESC:08-08-2019.DWG, 9/2/2019 11:45 AM, Ken Thompson

EXHIBIT "B"
Site Plan

SITE PLAN

[illegible][illegible]

NOTE: ONLY LAKE GIBSON VILLAGE BOULEVARD WILL BE CONSTRUCTED WITH THIS PLAN SET. THE REMAINDER OF THE LAKE GIBSON SITE WILL BE DEMOLISHED AND PERMITTED UNDER SEPARATE PLAN SETS.

NO.	CITY COMMENTS	REVISIONS	DATE	BY
1			07/2019	JAM

Kimley»Horn
 110 SOUTH KIMLEY-HORN AVENUE, SUITE 200
 LAKELAND, FL 33809
 WWW.KIMLEY-HORN.COM CA 0000986

QMA PROJECT
 046352101
 DATE: OCTOBER 2018
 SCALE: AS SHOWN
 DESIGNED BY: JAM
 DRAWN BY: JAM
 CHECKED BY: JAM

BUS BAY DETAILS

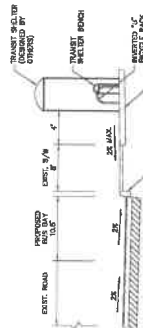
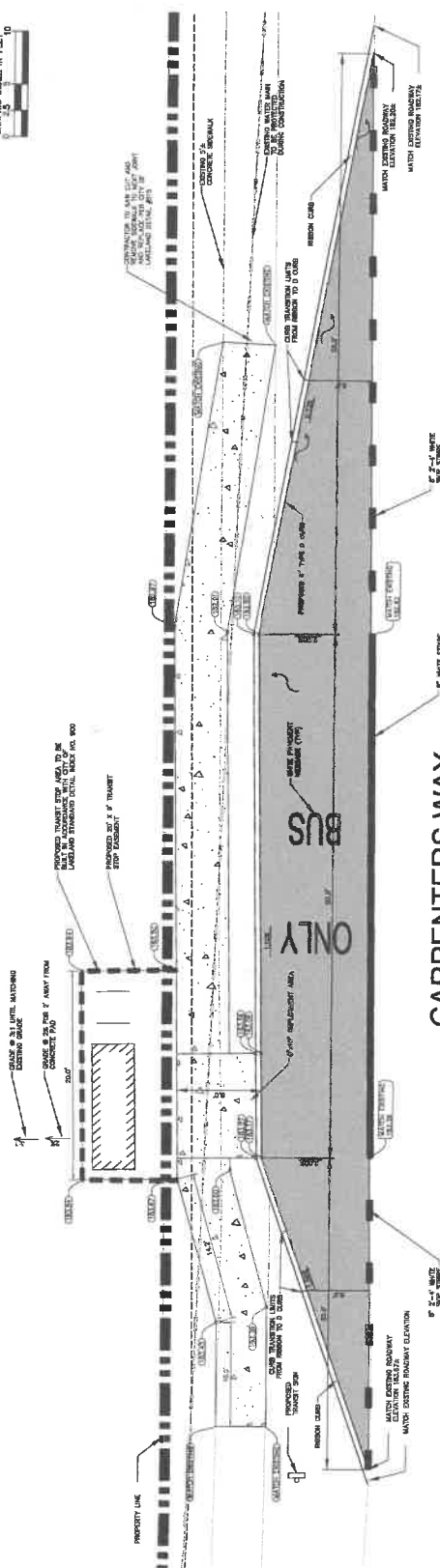
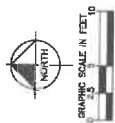
LAKE GIBSON VILLAGE BOULEVARD
 PREPARED FOR
 LAKELAND SENIOR LIVING
 NO. THREE, LLC.
 777 CARPENTERS WAY,
 LAKELAND, FL 33809
 FLORIDA

SHEET NUMBER
15



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 by Kelly B
 Bulloch
 Date: 2019.07.25
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SHEET 15



TYPICAL BUS BAY SECTION



TYPICAL BUS BAY ASPHALT PAVEMENT SECTION

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
NOVEMBER 13, 2019
AGENDA ITEM #6

Agenda Item: Substance Abuse Management Policy

Presenter: Marcy McCabe, HR Manager

Recommended

Action: Board approval to approve the updated Drug & Alcohol Policy for the District.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. Policy provisions authorized by LAMTD are italicized and bolded throughout this policy. All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

During our recent FDOT audit, it was brought to our attention that in Section 3 – USDOT Prohibited Drugs of our policy, which indicate the five (5) drug classes: Marijuana, Cocaine, Amphetamines (Amphetamines, Methamphetamines, MDMA/MDA), Opioids (Morphine, Codeine, Heroin, Semi-synthetic opioids: oxycodone, hydrocodone, oxymorphone, hydromorphone), Phencyclidine (PCP) needed to be updated to “Opiates” instead of “Opioids”.

Summary: Oral Presentation

Attachments: LAMTD Substance Abuse Management Policy

Lakeland Area Mass Transit District dba Citrus Connection Substance Abuse Management Policy

In accordance with USDOT and FTA Regulations

Lakeland Area Mass Transit District (LAMTD) is dedicated to providing safe, dependable, and economical transportation service to its patrons. LAMTD employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. ***Policy provisions authorized by LAMTD are italicized and bolded throughout this policy.*** All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

This policy is approved by: Lakeland Area Mass Transit District Board of Directors

Title of approving official: Board Chairman Phillip Walker

Policy effective date: November 1, 2018

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1. **Testing Program Background**

The Omnibus Transportation Employee Testing Act of 1991 (OTETA) directed the United States Department of Transportation (USDOT) to promulgate regulations outlining the procedures for transportation workplace drug and alcohol testing. The USDOT regulations titled, “Procedures for Transportation Workplace Drug and Alcohol Testing” are codified as 49 CFR Part 40. The regulations ensure uniform practices for specimen collections, laboratory analysis, medical review, result reporting and the Return-to-Duty process for violating employees. The regulations are applicable to safety-sensitive employees in transportation workplaces throughout the nation (transit, railroad, aviation, commercial drivers, etc.).

The OTETA also directed each transportation administration to craft industry-specific regulations that define which employees are subject to testing, the testing circumstances, policy statement requirements and training requirements, relevant to that industry. LAMTD is required to comply with both the USDOT regulations described above, as well as the Federal Transit Administration regulations “Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations” which are codified as 49 CFR Part 655.

2. **Employee Applicability**

This policy and the USDOT/FTA testing program apply to all safety-sensitive LAMTD employees. The policy also applies to volunteers who are required to hold a Commercial Drivers License (CDL) and volunteers that receive remuneration in excess of actual expenses accrued while carrying out assigned duties. Adherence to this policy and the USDOT/FTA testing program is a condition of employment in a safety-sensitive position with LAMTD. All employees of LAMTD who perform, or could be called upon to perform, any of the following duties are defined as safety-sensitive employees:

1. Operate a public transportation vehicle, while in or out of service
2. Operate an ancillary vehicle when the vehicle requires a commercial driver’s license
3. Control the movement of a public transportation vehicle
4. Perform maintenance on a vehicle or equipment used in public transportation
5. Carry a firearm as part of transit security detail

The LAMTD positions classified as safety-sensitive include:

- Executive Director
- Call Center Supervisors
- Drivers
- Dispatchers
- Operations Manager
- Operations Supervisor
- Maintenance Personnel and Maintenance Supervisor
- Facility Utility Workers
- Safety Training Officer

3. **USDOT/FTA Prohibited Drug Classes**

Consumption of these drugs is prohibited at all times.

- Amphetamines
- Cocaine
- Marijuana
- Opioids
- Phencyclidine (PCP)
- Alcohol Misuse

4. **Pre-employment Drug and Alcohol Background Checks**

In accordance with 49 CFR Part 40.25, LAMTD must make and document good faith efforts to perform drug and alcohol background checks for all applicants applying for a safety-sensitive position and all current employees applying for transfer into a safety-sensitive position. Testing information will be requested from each of the applicant's previous DOT covered employers during the two years prior to the date of application. LAMTD must obtain the applicant's written consent for the release of their drug and alcohol testing information from their previous DOT covered employers to LAMTD. Applicants refusing to provide written consent are prohibited from performing safety-sensitive functions for LAMTD.

Safety-sensitive applicants who have previously violated the USDOT testing program must provide documentation that they have successfully completed the USDOT's Return-to-Duty process with a DOT-qualified Substance Abuse Professional (SAP). Failure to provide satisfactory documentation will exclude the applicant from being hired or transferred into a safety-sensitive position with LAMTD.

5. **Pre-Employment Testing**

All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. LAMTD must receive an MRO-verified negative drug test result prior to the applicant's first performance of any safety sensitive function, including behind-the-wheel training.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with LAMTD. The applicant will be provided a list of USDOT-qualified Substance Abuse Professionals.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was also removed from the random testing pool for 90 days or more, must submit to a pre-employment urine drug test. LAMTD must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function.

6. **Random Testing**

Safety-sensitive employees will be subject to random, unannounced testing. LAMTD will perform random testing in a manner that meets or exceeds the FTA minimum annual testing requirements, as amended. The selection of employees for random testing will be made using a scientifically valid method. All safety-sensitive employees will have an equal chance of being selected each time a random draw is performed. Random alcohol tests will be conducted just before, during or just after the employee's performance of a safety-sensitive function. Random drug tests may be conducted anytime an employee is on duty, on call for duty or on standby for duty.

Once an employee is notified that they have been selected for a random test, they must proceed immediately to the testing location. Failure to proceed immediately may be deemed a refusal to test.

7. **Reasonable Suspicion Testing**

All safety-sensitive employees must submit to reasonable suspicion drug and/or alcohol testing when a supervisor or company official trained in detecting signs and symptoms of drug use and alcohol misuse has made specific, contemporaneous, articulable observations concerning an employee's appearance, speech, behavior and/or body odor. Reasonable suspicion testing for alcohol misuse will occur when observations are made just before, during, or just after the employee's performance of a safety-sensitive function. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty or on standby for duty and a trained supervisor has made the observations.

8. **Post-Accident Testing**

Fatal Accidents: Safety-sensitive employees must submit to post-accident drug and alcohol testing following an accident involving a public transportation vehicle that results in the loss of human life. In addition to a surviving operator of the vehicle, any other surviving, safety-sensitive employee whose performance could have contributed to the accident must also be tested.

Non-Fatal Accidents: All safety-sensitive employees whose actions cannot be completely discounted as a contributing factor must submit to post-accident drug and alcohol testing when a non-fatal accident involving a public transportation vehicle meets one or more of the following thresholds:

1. An individual suffers bodily injury and immediately receives medical treatment away from the scene
2. One or more vehicles incurs disabling damage that requires the vehicle(s) to be towed away from the accident scene
3. If the public transportation vehicle is a rail car, trolley car, trolley bus or vessel and has been removed from service.

LAMTD officials will use the best information available at the scene, to determine if a safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident.

Post-accident drug and alcohol tests will be conducted as soon as practicable following the accident. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing will be deemed to have refused the test. However, employees are not prohibited from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

9. Urine Specimen Collections

Urine specimen collections will be conducted in accordance with USDOT rule, 49 CFR Part 40, as amended. Collectors will be appropriately trained and qualified to perform urine specimen collections for USDOT covered employers. Urine specimen collectors will use the split-specimen collection method and will afford the donor (employee) the greatest degree of privacy permitted per 49 CFR Part 40, as amended. When an observed collection is required, the observer will be of the same gender as the donor (employee).

10. Refusal to Submit to Urine Drug Testing

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

- (1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- (2) Failure to remain at the testing site until the testing process is complete; provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- (3) Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
- (5) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Failure or decline to take an additional drug test the employer or collector has directed you to take
- (7) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by LAMTD

- (8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- (9) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- (11) Admitting to the collector or MRO that you adulterated or substituted the specimen.
- (12) When the MRO verifies your drug test result as adulterated or substituted.

Refusing to submit to a USDOT/FTA required test is a violation of the USDOT/FTA testing program. Employees are required to be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

11. **Urine Specimen Analysis**

All specimens will be transported or shipped to a laboratory certified by the Department of Health and Human Services (DHHS). All specimens will be analyzed at the laboratory in accordance with 49 CFR Part 40, as amended. The procedures that will be used to test for the presence of prohibited drugs will protect the employee and the integrity of the drug testing process, safeguard the validity of the test results and ensure that the test results are attributed to the correct employee. Laboratory confirmed drug test results will be released only to a certified Medical Review Officer (MRO) for review and verification.

Negative-Dilute Specimens

Upon receipt of an MRO verified negative-dilute drug test result with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, LAMTD will require applicants and employees to submit to a second urine collection per 49 CFR Part 40.197. The collection of the second specimen will not be conducted using direct observation procedures. The MRO verified result of the second urine drug test will be accepted by LAMTD as the final result and the test of record. ***LAMTD will apply this policy provision uniformly for all pre-employment and random urine drug tests reported by the Medical Review Officer to have creatinine levels greater than 5mg/dl but less than 20mg/dl (negative-dilute results).*** Once notified that a second collection is required, employees must proceed immediately for testing. An employee's failure to report immediately may be deemed as a refusal to submit to testing, which is a violation of the USDOT/FTA testing program. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

12. **Role of the Medical Review Officer (MRO)**

The role of the Medical Review Officer is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to LAMTD. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact his/her prescribing physician and request that the physician contact the MRO within 5 business days. The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. LAMTD will be notified by the MRO when the outcome of the consultation results in a determination that the donor's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to LAMTD without consultation. Based on the MRO recommendation, LAMTD may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for LAMTD is:

Dr. Randy Barnett
First Source Solutions
100 Highpoint Dr., Ste. 102
Chalfont, PA 18914

13. **Consequence for MRO Verified Positive Drug Test**

When LAMTD is notified of an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. Applicants will be excluded from hire and provided a list of DOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

14. **Split Specimen Testing**

As an important employee protection, split specimen collection procedures will be used for all USDOT/FTA urine collections. When an employee challenges an MRO verified result, he/she may request that the split specimen (bottle B) be tested at a different DHHS certified laboratory that conducted the test of the primary specimen (bottle A). Instructions for requesting the split specimen test will be provided by the Medical Review Officer during his/her interview with the donor (employee). In accordance with USDOT rule, LAMTD will ensure that the fee to process the split specimen test is covered, in order for a timely analysis of the split specimen. ***LAMTD may seek reimbursement for the cost of the split specimen test.***

15. **Alcohol Prohibition**

Safety-sensitive employees are prohibited from consuming alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. Safety-sensitive employees must not consume alcohol within eight (8) hours following an accident or until the employee submits to post-accident testing, whichever occurs first.

16. **Alcohol Testing**

All alcohol screening tests and confirmation tests will be performed in accordance with USDOT rule, 49 CFR Part 40. The procedures that will be used to test for alcohol misuse will protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee.

When an alcohol-screening test indicates a blood alcohol concentration (BAC) of 0.02 or greater, a confirmation test will be performed using an evidential breath-testing device listed on the USDOT/ODAPC webpage as an "Approved Evidential Breath Measurement Device". The confirmed blood alcohol concentration (BAC) result will be transmitted by the technician to LAMTD in a confidential manner. A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.02 or greater but less than 0.04 will be removed from safety-sensitive duties for a period of at least (8) eight hours or until test results fall below 0.02.

17. **Consequence for a USDOT/FTA Confirmed Alcohol Violation**

A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.04 or greater has violated the USDOT/FTA testing program and will be removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

18. **Refusal to Submit to Alcohol Testing**

The following actions constitute a refusal to submit to an alcohol test:

- (1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Failure to remain at the testing site until the testing process is complete
- (3) Failure to provide an adequate amount of saliva or breath for any USDOT required alcohol test
- (4) Failure to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (5) Failure to undergo a medical examination or evaluation, as directed by the [Agency]
- (6) Failure to sign the certification at Step 2 of the ATF
- (7) Failure to cooperate with any part of the testing process.

Refusing to submit to a USDOT/FTA required test is a violation of USDOT/FTA testing program. Employees must be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

19. **LAMTD Testing Program Contacts**

Drug & Alcohol Program Manager

Marcy McCabe

863-640-2767

mmccabe@ridecitrus.com

DER - Designated Employer Representative

Steve Schaible

863-327-1308

sschaible@ridecitrus.com

The referenced USDOT and FTA regulations, as well informational material related to this testing program are available for review and/or download from the Florida Department of Transportation's Substance Abuse Management Website: <http://sam.cutr.usf.edu>. Further information may be obtained from the USDOT's Office of Drug and Alcohol Policy and Compliance website: <https://www.transportation.gov/odapc> and the Federal Transit Administration's (FTA) website: <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Default.aspx>

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: NOV 14, 2019
AGENDA ITEM 7a

Agenda Item: **October calendar**

Presenter: Tom Phillips

Recommended
Action: Informational

Summary: Review and summary of events taken place in October.



October 2019

Washington, D.C. ▾

Today
46° F / 33° FTomorrow
46° F / 39° FSunday
56° F / 44° F

Search Tom Phillips - Calendar



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 29	30 1:00pm 1 on 1 with HR; Tom's office ; Tom Phillips	Oct 1 10:00am FW: Lakeland Intermodal Center Project Advisory Committee Meeting; City Commission Conference Room - Third Fl... 10:00am Reroute Phase II Update; Hollingsworth Board Room; 1212 Geor... 7:00pm Poinciana Meeting; Poinciana Library; 101 N Doverplum Ave, Kissimme...	2 8:30am 3rd Quarter Meeting 2:00pm Meet-up with Citrus Connection ; 1212 George Jenkins Blvd, Lakeland, Florida 33815, United States; Lindsay Zimmerman	3 Copy: Board of Directors, Performance Indicator Data, due COB 3rd working day of ever 2:00pm Electrician 7:00pm Lakeland Democratic Club; Democratic Party office; 1531 S. Combee Rd	4 8:00am Plumber 10:00am Polk County Legislative Warm-up; Polk State College Center for Public Safety; 1251 Jim Keene Blvd, Winter Haven, FL	5
6	7 10:00am 1 on 1 with HR; Tom's office ; Tom Phillips 7:00pm Davenport Regular Commission Meeting; Davenport City Hall; 1 S Allapaha AveDavenport, FL 33837	8 8:30am Email Ridership Update to LAMTD Board of Directors 10:45am Financials with Tom; Tom Phillips	9 8:00am TMA Certification; Room 407 4th Floor of County Admin Building; Crews,... 8:00am FW: Frontrunner Demo; Lakeland FL- 1212 George Jenkins Blvd; Gina Cia.. 8:30am LAMTD Board Meeting; James Phillips	10 8:30am 1-on-1 with Marcia 10:00am Update with Aaron and Paul; Operation Office; Tom Phillips 2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips	11 End of 1st Grading Period 11:30am Team Exercise	12
13	14 Columbus Day; United States McKeel Closed Students & Staff 10:00am 1 on 1 with HR; Tom's office ; Tom Phillips	15 Grades Due	16 8:00am Ribbon Cutting for Reroute 2020; Lakeland Transit Terminal; 200 S. Florida Ave; James Phillips 10:00am Legoland tour; 1 Legoland Way, Winter Haven, FL 33884 2:00pm Florida Poly Tour; 4700 Research Way, Lakeland, FL 33805	17 8:00am 1-on-1 with Josh; Black and Brew; 205 E Main St, Lakeland, FL 33801 11:00am Haircut 1:00pm Invitation to discuss rural transportation on WUSF; WUSF Radio ... 2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips	18 9:00am Meet with Citrus Connection about Bus Routes; 3425 Winter Lake Road, Lakeland, Florida 33803 ; Virginia Richard 11:30am Lunch w/ James	19
20	21 10:00am 1 on 1 with HR; Tom's office ; Tom Phillips	22 FDOT Triennial ; Rodney Wetzel 8:45am Expansion of East Polk Transit Service ; Town of Dundee, Town Hall; 202 E. Main Street, Dundee, FL 33838; James Phillips	23 Early Dismissal (Montessori) 9:00am Email with Ms. Marylee; Your office	24 9:00am Doc 12:00pm Lakeland Chamber Event 2:00pm 1/1 with David Persaud; Executive Office; Tom Phillips	25 Distribute Report Cards 8:30am Updated invitation: Infrastructure Team Meeting @ Monthly from 8:30am to 10am on the fourth Friday (EDT) (tphillip... 11:30am Lunch w/ Nancy Smith; 101 N Kentucky Ave, Lakeland, FL 33801; Tom Phillips	26
27	28 10:00am 1 on 1 with HR; Tom's office ; Tom Phillips	29 5:00pm Gang Task Force; Conf Rm City Comm; Koos, Kelly	30 10:00am Service in the City of Mulberry; Economic Development Building- 705 N. Church Avenue, Mulberry, FL 33860; Janie Ayala 5:00pm ABC Meeting ; 1915 S. Floral Avenue Bldg. A Supterintendent's large Conference Room ; Usher, Angela	31 Halloween; United States 10:00am Update with Aaron and Paul; Operation Office; Tom Phillips 11:30am Tiger Bay Club; Bartow Civic Ce... 1:00pm Polk TPO TSMO Master Plan - St... 2:00pm 1/1 with David Persaud; Executiv...	Nov 1 7:30am Breakfast w/ Mr. Mele 10:00am Kathleen Middle School Supply Drop-off; 3627 Kathleen Pines Ave, Lakeland, FL 33810; James Phillips	2

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: NOVEMBER 13, 2019
AGENDA ITEM #7b

Agenda Item: **Ridership Report**

Presenter: Tom Phillips, ED

Recommended
Action: Information only

Summary: Year to date ridership information for the entire system including LAMTD, Winter Haven, Rural and Demand Response through September 30th, 2019.

Attachments: Ridership Report.

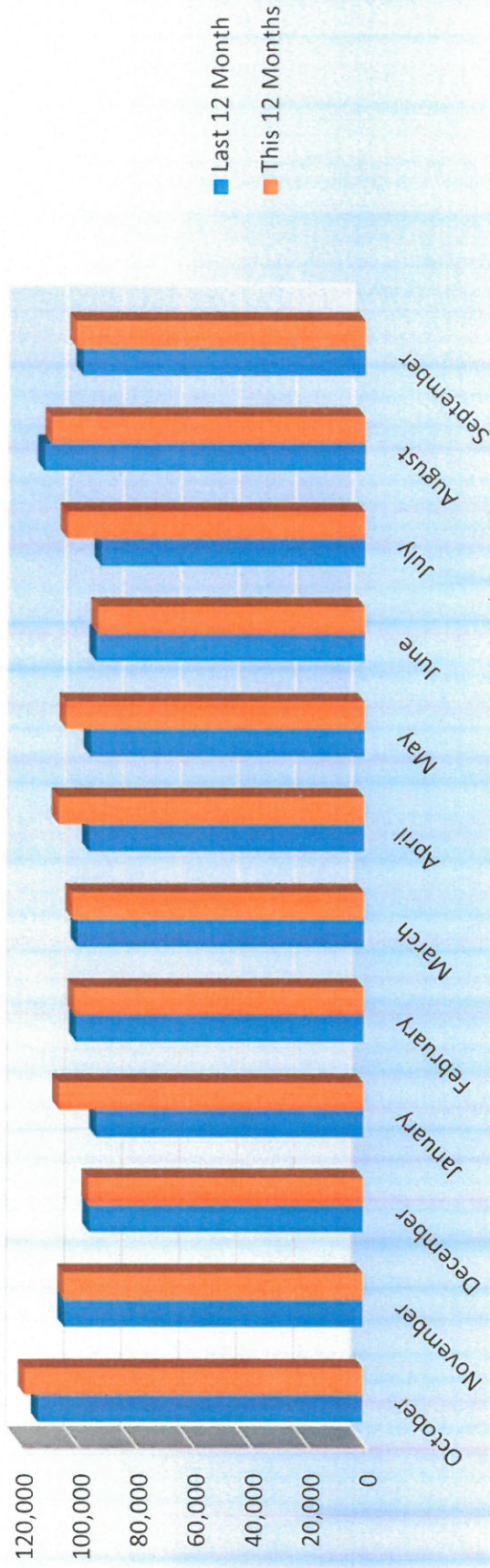
Citrus Connection and PCTS Fixed Route Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	125,714	108,078	113,220	117,763	4%
November	111,028	106,998	104,149	104,192	0%
December	122,018	111,197	95,520	95,813	0%
January	101,190	103,647	93,227	106,080	12%
February	111,486	108,068	100,300	100,900	1%
March	117,618	116,794	99,916	101,697	2%
April	110,754	103,274	95,993	106,578	10%
May	105,362	108,224	95,476	104,034	8%
June	106,252	102,092	93,781	93,028	-1%
July	100,929	98,193	92,042	103,793	12%
August	115,998	118,104	111,898	109,285	-2%
September	109,705	89,794	98,550	100,711	2%
Totals	1,338,053	1,274,460	1,194,072	1,243,874	4%

Citrus Connection and PCTS Para-Transit Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	7,846	7,071	8,654	9,820	13%
November	6,690	7,002	7,940	8,495	8%
December	7,330	7,014	7,660	8,032	5%
January	7,020	7,521	9,478	8,846	-8%
February	7,027	7,413	9,514	8,559	-13%
March	7,780	8,715	10,469	9,204	-15%
April	7,334	7,757	9,947	9,377	-7%
May	7,431	8,460	9,534	9,801	3%
June	7,548	8,374	8,777	8,784	0%
July	6,846	8,131	8,247	9,502	15%
August	8,166	9,533	9,642	9,455	-2%
September	7,791	6,711	8,437	7,866	-9%
Totals	88,809	93,702	108,299	107,741	-1%

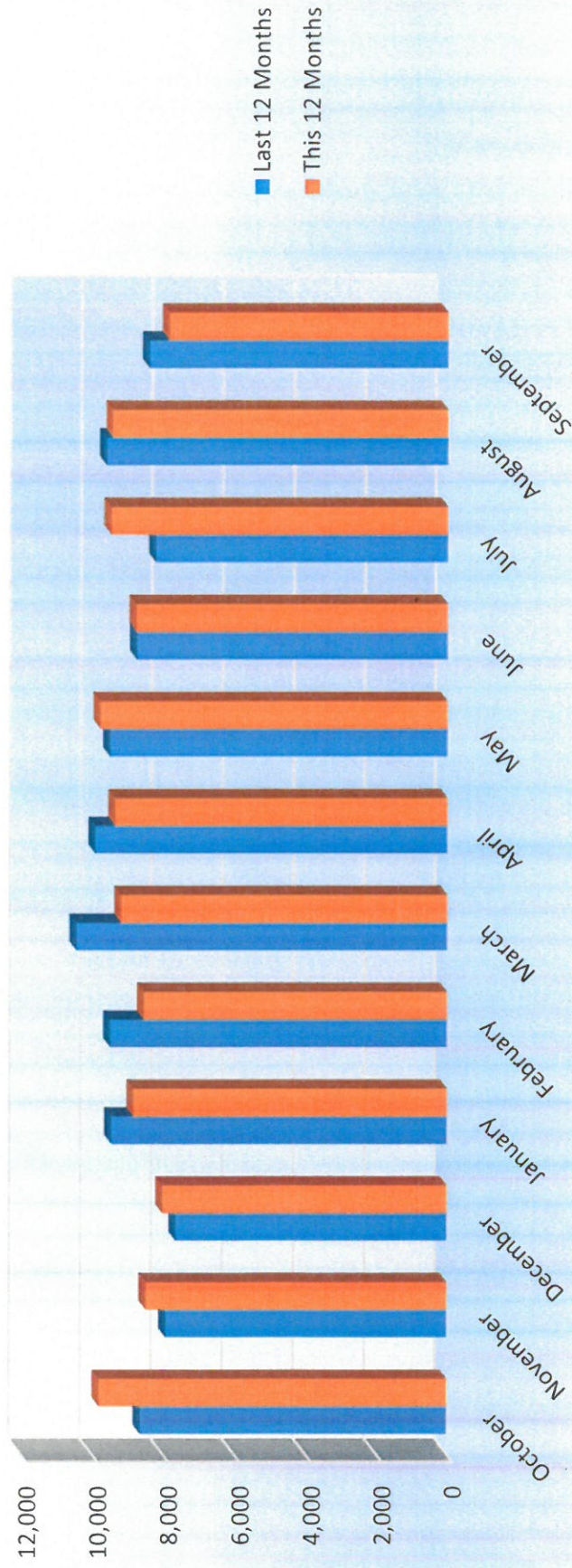
Citrus Connection only Fixed Route Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	83,092	67,636	73,349	74,739	2%
November	73,987	71,083	67,437	66,084	-2%
December	82,287	72,646	60,879	60,217	-1%
January	67,774	70,767	58,830	66,889	11%
February	74,506	71,884	63,140	62,854	0%
March	79,428	78,158	62,897	63,867	1%
April	73,926	67,338	59,873	67,078	11%
May	69,120	72,329	60,039	66,297	9%
June	71,398	67,965	59,754	60,242	1%
July	68,162	66,347	59,884	67,655	12%
August	76,847	79,427	71,375	70,546	-1%
September	72,624	54,155	62,306	65,477	6%
Totals	893,149	839,734	759,763	791,945	4%

Citrus Connection only Para-Transit Totals					
	2015-2016	2016-2017	2017-2018	2018-2019	Change
October	4,094	3,229	4,025	4,745	18%
November	3,437	3,252	3,734	3,963	7%
December	3,695	3,154	3,444	3,818	12%
January	3,512	3,507	4,055	4,252	6%
February	3,496	3,505	3,909	4,248	10%
March	3,897	4,040	4,217	4,513	7%
April	3,651	3,694	3,935	4,630	19%
May	3,589	4,060	3,848	4,916	26%
June	3,660	3,880	3,627	4,352	19%
July	3,269	3,681	3,437	4,612	32%
August	3,866	4,306	3,978	4,686	16%
September	3,747	6,039	3,396	3,414	0%
Totals	43,913	46,347	45,605	52,149	14%

Citrus Connection and PCTS Fixed Over 12 Months



Citrus Connection and PCTS Para Over 12 Months



UAP Ridership Totals FY 2019	LAMTD	WHAT	Total
August	15,085	8,694	23,779
September	14,559	8,067	22,626
UAP Ridership 2019	LAMTD	WHAT	Total
Polk State College			
August	2,029	1,259	3,288
September	2,547	1,296	3,843
LEGOLAND			
August	288	1,319	1,607
September	163	1,037	1,200
Southeastern University			
August	129	19	148
September	168	35	203
COLTS			
August	1,119	523	1,642
September	1,848	1,022	2,870
Veterans			
August	4,332	1,665	5,997
September	4,495	1,354	5,849
Southern Technical College			
August	158	337	495
September	106	261	367
Central Florida Healthcare			
August	1,346	451	1,797
September	1,139	362	1,501
New Beginnings High School			
August	1,063	1,699	2,762
September	1,067	1,970	3,037
LDDA			
August	45	0	45
September	41	0	41
PACE			
August	340	153	493
September	314	175	489
Peace River			
August	3,131	592	3,723
September	2,671	555	3,226
Summer of Safety			
August	1,105	677	1,782
September	0	0	-

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: NOV 13, 2019
AGENDA ITEM#8

Agenda Item: **Other Business**

Presenter: TBD

Recommended
Action: TBD

Summary: TBD