

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.
Wednesday, April 13, 2016, at 8:30 a.m.

Call to Order	<u>Action Required</u>
• Roll Call	
1. Approval of Minutes	
• March 9, 2016, Board Meeting	Approval
2. Public Comments	TBD
*Adjourn meeting for Bus Tour	
*Resume LAMTD Board Meeting	
3. Finance / David Persaud	
a. LAMTD Financial Report	None
b. PT Financial Report	None
c. PCTS Financials	None
d. Ridership Update	None
e. Resolution #16-11 - FDOT Joint Participation	Approval
f. Resolution #16-12 – FDOT Joint Participation	Approval
g. Designation of Signature Authority for Transit Award Management System	Approval
4. Darby Law Group / Tim Darby	
a. LDDA Universal Access Program	Approval
5. Board Action	TBD
6. Marketing / Dave Walters	
a. Try Transit Day Proclamation	None
7. Human Resources / Mary Lynne Janoso & Aaron Dunn	
a. Position Approval Presentation – TD Access Pass Administrator	Approval
8. Government & Community Relations / Erin Killebrew	
a. LDDA Update	None
b. LEGOLAND Ribbon Cutting	None
c. LYNX Bus Update	None
9. Executive Update / Tom Phillips	
a. March Calendar	None
b. UAP Update	None
b. Strategic Planning Topics	None
10. Other Business	TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #1

Agenda Item: **Approval of March 9, 2016, Board of Directors Meeting Minutes.**

Presenter: Marcy Harrison

Recommended

Action: Board of Directors approve the Minutes of the March 9, 2016.

Summary: The LAMTD Board of Directors Meeting Minutes for March 9, 2016, summarizes agenda items covered during that meeting.

Attachments: March 9, 2016, Board of Directors Meeting Minutes

**LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MINUTES
MARCH 9, 2016**

Directors:

Polk County Commissioner John Hall - Chairman
Polk County Commissioner George Lindsey – Vice Chairman
City of Lakeland Commissioner Jim Malless - Secretary
City of Lakeland Commissioner Don Selvage
City of Lakeland Commissioner Phillip Walker

Executive Director: Tom Phillips
Executive Assistant: Marcy Harrison

Call to Order

8:30a.m. by Chairman John Hall

Roll Call

Present

Commissioner Hall
Commissioner Malless
Commissioner Lindsey
Commissioner Selvage

Excused

Commissioner Walker

Agenda Item #1 – Approval of Minutes

Approval requested for the approval of the February 10, 2016 LAMTD Board of Directors Meeting Minutes.

“Approval February 10, 2016 Board of Directors Meeting Minutes”

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

None at this time

Agenda Item #3 – Board Actions

None

Agenda Item #4 – Finance / David Persaud, Chief Financial Officer

(a) LAMTD January Financial Report

Year to Date January 31, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	33%	\$3,441,223	\$4,287,622	125%	\$10.3 Million
Expenses YTD	33%	\$3,441,223	\$2,794,483	81%	\$10.3 Million

REVENUES:

The total revenues realized year-to-date through January 31, 2016 totaled \$4.3 million or 125% of the YTD budget.

- Farebox revenues reflect 113% of budgeted revenues through January 31, 2016. The revenues are over budget due to contractual revenues from RAMCO \$93,000 received.
- Ad Valorem taxes reflect \$3.34 million or 92% of budget. The total budgeted revenues is \$3.65 million

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.

- Florida DOT operating grants is being billed quarterly effective fiscal year 2014-2015. The first billing covered the quarter ending Dec. 31, 2015. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 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.
- Advertising income totaled \$57,000 or 98% of budget.
- Other revenues are not significant and are on a cash basis which means these revenues are recognized when the cash is received and in line with the year-to-date budget.

EXPENSES:

The total expenses year-to-date through January 31, 2016 totaled \$2.8 million or 81% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of January 31, 2016 those expenses totaled \$1.9 million or 88% of the YTD budget due to vacant positions.
- Professional and Technical Services expenses totaled \$76,000 or 55% of the YTD budget; a favorable variance.
- Other services expenses totaled \$15,000 or 32% of the YTD budget.
- Fuel expenses totaled \$151,000 or 51% YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$187,000 under budget by 23% due to increase use of parts and supplies, a favorable variance
- Advertising promotion expenses totaled \$7,500 under budget.
- Dues and subscriptions, and office supplies are over budget due to payment for the City of Lakeland Bicycle Program subscription.
- Property appraiser, Tax Collector Commission and CRA payments totaled \$235,000, over the budget due to property appraiser fees and CRA fees of \$139,200.

Other remaining expenses are under the YTD budget through January 31, 2016

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through Jan. 31 st the financials reflect favorable budget to actual performance. (revenues over expenses) due to receipt of property tax revenue.
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STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS					
	9/30/15	9/30/2014	9/30/2013	9/30/2012	9/30/2011
1. Farebox Recovery Ratio (All modes)	25.50%	23.08%	25.16%	23.02%	20.32%
2. Cost per revenue hour	\$89.45	\$86.29	\$83.84	\$83.62	\$91.26
3. Revenue Hours	103,550	117,008	116,422	112,539	115,679
4. Fuel Cost (\$)	\$847,360	\$1,316,739	\$1,367,289	\$1,317,442	\$1,349,788
5. Ridership	1,424,965	1,647,010	1,638,470	1,452,161	1,768,087

	9/30/15	9/30/2014	9/30/2013	9/30/2012	9/30/2011
1. Farebox Recovery Ratio (All modes)	25.50%	23.08%	25.16%	23.02%	20.32%
2. Cost per revenue hour	\$89.45	\$86.29	\$83.84	\$83.62	\$91.26
3. Revenue Hours	103,550	117,008	116,422	112,539	115,679
4. Fuel Cost (\$)	\$847,360	\$1,316,739	\$1,367,289	\$1,317,442	\$1,349,788
5. Ridership	1,424,965	1,647,010	1,638,470	1,452,161	1,768,087

(b) PT January Financial Report

Revenues

- The revenues totaled \$1.8 million or 82% of the year-to-date budget.
- The FTA grant drawdown will occur later in the fiscal year based on expenses incurred on a reimbursement basis.
- Fare Revenues totaled \$41,000, or 66% of the year-to-date budget.
- The County funding is designed to reflect a 1/12 allocation as cash advance to facilitate cash flow with receipt of \$1.8 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$1.24 million or 57% of the year-to-date budget.
- Salaries and wages totaled \$780,000 or 68% of the YTD Budget.
- Operating expenses totaled \$456,000 or 60% of the YTD Budget.
- The contract services is for contractual cost for the Lynx service and other planned contractual services such as Transportation Disadvantaged that is lagging.

(c) Ridership

Citrus Connection and PCTS Fixed Route Totals

	2013-2014	2014-2015	2015-2016	Change
October	175,231	167,775	121,212	-28%
November	142,742	133,255	107,126	-20%
December	151,623	153,148	117,598	-23%
January	150,249	141,892	99,107	-30%
February	157,540	131,235	0	
March	152,174	142,894	0	
April	160,032	132,400	0	
May	156,361	123,350	0	
June	146,011	124,152	0	
July	155,955	126,245	0	
August	161,384	115,908	0	
September	161,540	125,983	0	

Citrus Connection and PCTS Para-Transit Totals

	2013-2014	2014-2015	2015-2016	
October	17,426	11,849	7,849	-34%
November	14,922	9,092	6,690	-26%
December	15,283	12,494	7,330	-41%
January	15,922	10,149	7,020	-31%
February	15,408	9,603	0	
March	16,462	10,358	0	
April	17,370	10,323	0	
May	16,564	9,895	0	
June	12,772	9,973	0	
July	13,260	9,277	0	
August	11,407	7,871	0	
September	11,346	7,619	0	

(d) Transportation Disadvantaged Program Finance Position

Summary: On October 14, 2015 the LAMTD Board approved a Memorandum of Understanding (MOU) between LAMTD and the Commission for the Transportation Disadvantaged Program for the LAMTD to serve as the Community Transportation Coordinator (CTC) for Polk County. Chapter 427, Florida Statutes created coordinating council on the Transportation Disadvantaged within Department of Transportation to foster the coordination of transportation services. The overall mission of Florida Transportation Disadvantaged Program is to ensure the availability of safe, efficient, cost-effective and quality transportation services for the transportation disadvantaged population of a designated service area.

The LAMTD Finance Department will be responsible for the Polk County Transportation Disadvantaged Fiscal Program with the following responsibilities:

- 1) Prepare and submit Annual Operating Budget.
- 2) Prepare and submit Annual Operating Report (AOR). The AOR is an annual report by the CTC regarding all the services provided.
 - a. Fixed Route trips
 - b. Paratransit trips
 - c. Vehicle information
 - d. Employees information
 - e. Financial Data (revenues and expenses)
- 3) Rate Model- for service delivery
- 4) Grant- Administration for two grants.
 - a. Shirley Conroy Rural Area Capital Assistance Program Grant
 - b. Trip & Equipment Grant \$1.2 million
- 5) Financial and Grant accounting and audit related work for compliance.

The compliance, accounting and both financial and statistical reporting requirements were not addressed when the District assumed the CTC responsibilities. To meet the requirements of the TD program a dedicated position for the CTC and the TD Program is mandatory for compliance. There is no financial obligation of the District since the funding for this position will be from two grants and Polk County funding. The estimated salary for this position is \$55,000 to \$65,000 plus fringe benefits. This equates to \$28,000 to \$33,000 fiscal impact for salaries plus fringe benefits for this fiscal year.

Funding: Funds are available in the Polk County Transit FY 2015-16 Operating Budget and the CTC Grants totaling \$1,321,387.

The TD Program fiscal year is July 1, through June 30 which translates into six months for the District FY 2015-16. The TD Program for the District is effective April 1, 2016.

Approval requested for the approval of the Transportation Disadvantaged Financial Analyst position
"Approval TD Financial Analyst Position"

MOTION CARRIED UNANIMOUSLY

(e) Transportation Disadvantaged Program Trust Fund Resolution

Recommended Action: Recommend that the Board approve the three month Trips and Equipment Grant with the CTD April 1, through June 30, 2016.

Financial Impact: \$330,300 Grant Funding, \$33,030 onetime local match budgeted in Polk County Agreement.

Summary: The State Commission for the Transportation Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source. Serving as the new Community Transportation Coordinator for Polk County, the District is now eligible for these funds.

Trips provided under the Transportation Disadvantaged funding are for those residents who have no other means of transportation, including personal vehicles, access to fixed-route buses and help from family and friends. Trips are needed for daily activities such as dialysis, therapy, general medical appointments, life skills training, grocery shopping, and other life-sustaining purposes. More than 70% of these trips are provided to elderly and/or disabled citizens of Polk County.

Requesting approval for the Resolution #16-10 and Florida Commission for the Transportation Disadvantaged Trust Fund Trip/Equipment Grant Agreement for FY 2015/2016”

“Approval Resolution #16-10 and Florida Commission for the Transportation Disadvantaged Trust Fund Trip/Equipment Grant Agreement for FY 2015/2016”

MOTION CARRIED UNANIMOUSLY

Agenda Item #5 – Darby Law Group / Tim Darby

Requesting approval for:

- (a) Interlocal Agreement between LAMTD and the City of Winter Haven to run the LEGOLAND Route 30

Requesting approval on the Interlocal Agreement between LAMTD and the City of Winter Haven to run the LEGOLAND Route 30.

“Approval on the Interlocal Agreement between LAMTD and the City of Winter Haven to run the LEGOLAND Route 30”

MOTION CARRIED UNANIMOUSLY

- (b) Interlocal Agreement between Winter Haven and LAMTD serving as the Administrative Agency

Requesting approval on the Interlocal Agreement between Winter Haven and LAMTD serving as the Administrative Agency.

“Approval on the Interlocal Agreement between Winter Haven and LAMTD serving as the Administrative Agency”

MOTION CARRIED UNANIMOUSLY

Agenda Item #6 - Board Actions

None at this time

Agenda Item #7 – Human Resources / Mary Lynne Janoso & Dean Kirkland-McMillan

(a) Presentation given to the Board to approve the addition of a Facilities Technician I

Summary: Previously the county contracted with an agency for Janitorial services and landscaping services @ the Winter Haven terminal, we would like to bring those services in-house and hire a full time Facilities technician that will assume those responsibilities on the East side of the county including maintain Motor pool road where we have a bus storage facility.

Funding: Board of County Commissioner budgeted \$25,200 for contracted services, convert one open part time position at \$11,700, additional funding of \$8,230 will come from associated cost savings in the budget from the BoCC, the total cost for this position will be \$45, 130.

Approval requested for the approval of the addition of a Facilities Technician I.

“Approval to add a Facilities Technician I position”

MOTION CARRIED UNANIMOUSLY

b. Presentation given to the Board to approve an Operations Transit Coach

Summary: Over the years there has been numerous conversation about having a Transit Coach that will work with the Community for Travel training, mobility management, the need has expanded tremendously since the merger with Polk County Transit services, we now have the Smart shuttle and deviated routes on the East side of the county and numerous assisted living facilities and schools throughout Polk County that need a staff person to work with to enhance their ability to navigate Public transportation. On October 14, 2015 the LAMTD Board approved a Memorandum of Understanding (MOU) between LAMTD and the Commission for the Transportation Disadvantaged Program for the LAMTD to serve as the Community Transportation Coordinator (CTC) for Polk County, this position will work with a lot of customers that benefits from the transportation Disadvantage program

Description:

- A. Serves as liaison with clients regarding barrier
- B. Performs training and practice for clients with mobility devices on boarding and de-boarding fixed route buses.
- C. Develops, teaches, and conducts community outreach workshops and presentations to community agencies, schools, churches, senior centers, transportation fairs, and professional organizations
- D. Develop strategies to improve ridership on the smart shuttle and other deviated routes.

Funding: Funds are available in the Polk County Transit FY 2015-16 Operating Budget, Smart Shuttle Grant/and CTC Transportation Disadvantage Grant. Salaried position range \$44,000 to \$66,720.00 annually based on experience.

Approval requested for the approval of the Operations Transit Coach.

“Approval for an Operations Transit Coach position with a salary range of \$37,000 to \$52,000”

MOTION CARRIED UNANIMOUSLY

Agenda Item #8 - Executive Update / Tom Phillips, Executive Director

- (a) Executive Updates - Activity Report and UAP Report presented to board – see attached
- (b) Communication MOU between Transit Workers Union of America AFL-CIO Local 525 and LAMTD.
– see attached
- (c) Business Updates:
- GEICO shuttle project is still in the final negotiation stage. Updates will be forthcoming.
 - Communication has begun with our healthcare providers for next year. Healthcare is expected to increase 20 to 25% for our staff.
 - Negotiation still ongoing with SEU for their shuttle service. Updates will be forthcoming.
 - Bus lease financing has been completed and buses will be ordered shortly.
 - LYNX buses are being painted and will arrive in the next few days.
 - TD program will begin on April 1, 2016

Agenda Item #9 – Other Business

None

Adjournment

Approved this 9th day of March, 2016.

Chairman – Commissioner John Hall

Minutes Taker – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #2

Agenda Item: Public Comments

Recommended
Action: None

Summary: None

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
April 13, 2016
AGENDA ITEM #3(a)

Agenda Item: February 29, 2016 Monthly Financial Statement
FY 2015-16

Presenter: David Persaud, Chief Financial Officer

Recommended
Action: None

Summary: The Interim Financial Statement covers a period of less than one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial statements, Interim Statements do not have to be audited.

Interim financial statements increase communication between the District Board of Directors, management and the public to provide up-to-date financial information and compliance with the budget.

Attachments: See Attachments

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date February 29, 2016
FY 2015-2016

Year to Date February 29, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	42%	\$6,128,506	\$4,314,046	70%	\$10.3 Million
Expenses YTD	42%	\$4,301,529	\$3,297,621	77%	\$10.3 Million

REVENUES:

The total revenues realized year-to-date through February 29, 2016 totaled \$4.3 million or 70% of the YTD budget.

- Farebox revenues reflect 89% of budgeted revenues through February 29, 2016. The revenues are over budget due to contractual revenues from RAMCO \$93,000 received.
- Ad Valorem taxes reflect \$3.34 million or 92% of budget. The total budgeted revenues is \$3.65 million

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.

- Florida DOT operating grants is being billed quarterly effective fiscal year 2014-2015. The first billing covered the second quarter ending March 31, 2015. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 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.
- Advertising income totaled \$68,000 or 93% of budget.
- Other revenues are not significant and are on a cash basis which means these revenues are recognized when the cash is received and in line with the year-to-date budget.

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date February 29, 2016
FY 2015-2016

EXPENSES:

The total expenses year-to-date through February 29, 2016 totaled \$3.3 million or 77% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of February 29, 2016 those expenses totaled \$2.2 million or 83% of the YTD budget of \$2.7 million due to vacant positions.
- Professional and Technical Services expenses totaled \$94,000 or 54% of the YTD budget; a favorable variance.
- Other services expenses totaled \$17,000 or 29% of the YTD budget.
- Fuel expenses totaled \$187,000 or 51% YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$264,000 under budget by 13% due to decrease use of parts and supplies, a favorable variance
- Advertising promotion expenses totaled \$29,000 over budget 38% offset with revenues.
- Dues and subscriptions, and office supplies are over budget due to payment for the City of Lakeland Bicycle Program subscription.
- Property appraiser, Tax Collector Commission and CRA payments totaled \$249,000, over the budget due to property appraiser fees and CRA fees of \$139,200.

Other remaining expenses are under the YTD budget through February 29, 2016

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through Feb. 29th the financials reflect favorable budget to actual performance. (revenues over expenses) due to receipt of property tax revenue.

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS

	9/30/15	9/30/2014	9/30/2013	9/30/2012	9/30/2011
1. Farebox Recovery Ratio (All modes)	25.50%	23.08%	25.16%	23.02%	20.32%
2. Cost per revenue hour	\$89.45	\$86.29	\$83.84	\$83.62	\$91.26
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5. Ridership	1,424,965	1,647,010	1,638,470	1,452,161	1,768,087



LAKELAND AREA MASS TRANSIT DISTRICT

FY 2016
MONTHLY FINANCIAL STATEMENT
MONTH OF Feb 2016

REVENUES:

Farebox/Pass Sales
Contract Income (UAP)
Other Contract Revenue
Miscellaneous Income
Advertising Revenues
Investment/Interest Income (net)
Ad Valorem Income, net
FDOT Operating Grant
Federal Operating Grant
Charitable Contributions
Cost Recovery
Bartow Express
PCTS - Support Cost Reimb.

Reserve

TOTAL REVENUES

ELIGIBLE EXPENSES:

Salaries
Employee Benefits
Advertising Fees - Admin
Professional & Technical Serv.
Contract Maintenance Service
Other Services
Fuel & Lubricants (net)
Freight
Repair & Maintenance Admin Bldg
Materials & Supplies
Utilities/Telephone - Admin
Physical Damage Insurance
Liab & Prop Damage Insurance
Other Corporate Insurance
Dues & Subscriptions
Education/Training/Meeting/Travel
Service Charges
Office Expense
Advertising & Promotion
Miscellaneous Expenses
Property Appraiser/Tax Collector Comm
PTA/Winter Haven Billable Expenses

Capital Expenditures

TOTAL ELIGIBLE EXPENSES:

NET REVENUES OVER

(UNDER) EXPENSES

	Month				YTD				Approved Annual Budget
	Actual	Budget	Variance		Actual	Budget	Variance		
			\$'s	%			\$'s	%	
\$	72,441	\$ 82,228	\$ (9,787)	-12%	\$ 362,680	\$ 411,142	\$ (48,462)	-12%	\$ 986,740
\$	28,468	\$ 27,787	\$ 681	2%	\$ 54,415	\$ 138,933	\$ (84,518)	-61%	\$ 333,440
\$	42,684	\$ 42,799	\$ (115)	0%	\$ 265,166	\$ 213,996	\$ 51,170	24%	\$ 513,590
\$	3,982	\$ 833	\$ 3,148	378%	\$ 25,430	\$ 4,167	\$ 21,263	510%	\$ 10,000
\$	11,615	\$ 14,500	\$ (2,885)	-20%	\$ 68,429	\$ 72,500	\$ (4,071)	-6%	\$ 174,000
\$	1,334	\$ 93	\$ 1,241	1329%	\$ 2,856	\$ 467	\$ 2,390	512%	\$ 1,120
\$	65,342	\$ 65,342	\$ -	0%	\$ 3,347,127	\$ 3,347,127	\$ -	0%	\$ 3,648,360
\$	-	\$ 136,799	\$ (136,799)	-100%	\$ -	\$ 683,996	\$ (683,996)	-100%	\$ 1,641,590
\$	-	\$ 218,673	\$ (218,673)	-100%	\$ 24,934	\$ 1,093,367	\$ (1,068,433)	-98%	\$ 2,624,080
\$	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -
\$	39	\$ -	\$ 39	0%	\$ (4,630)	\$ -	\$ (4,630)	0%	\$ -
\$	4,866	\$ 4,402	\$ 465	11%	\$ 9,769	\$ 22,008	\$ (12,240)	-56%	\$ 52,820
\$	31,892	\$ 28,161	\$ 3,731	13%	\$ 157,869	\$ 140,804	\$ 17,065	12%	\$ 337,930
\$	262,664	\$ 621,618	\$ (358,954)	-58%	\$ 4,314,046	\$ 6,128,506	\$ (1,814,460)	-30%	\$ 10,323,670
\$	317,861	\$ 362,436	\$ (44,576)	-12%	\$ 1,665,605	\$ 1,812,182	\$ (146,578)	-8%	\$ 4,349,237
\$	156,498	\$ 179,581	\$ (23,083)	-13%	\$ 576,955	\$ 897,903	\$ (320,948)	-36%	\$ 2,154,968
\$	-	\$ 1,008	\$ (1,008)	-100%	\$ 1,210	\$ 5,042	\$ (3,832)	-76%	\$ 12,100
\$	17,665	\$ 34,567	\$ (16,902)	-49%	\$ 93,596	\$ 172,833	\$ (79,237)	-46%	\$ 414,800
\$	-	\$ 7,750	\$ (7,750)	-100%	\$ 15,368	\$ 38,750	\$ (23,382)	-60%	\$ 93,000
\$	2,316	\$ 11,546	\$ (9,230)	-80%	\$ 16,844	\$ 57,729	\$ (40,885)	-71%	\$ 138,550
\$	39,578	\$ 73,428	\$ (33,849)	-46%	\$ 186,672	\$ 367,138	\$ (180,466)	-49%	\$ 881,130
\$	214	\$ 25	\$ 189	756%	\$ 1,345	\$ 125	\$ 1,220	976%	\$ 300
\$	590	\$ 1,000	\$ (410)	-41%	\$ 1,162	\$ 5,000	\$ (3,838)	-77%	\$ 12,000
\$	76,986	\$ 60,451	\$ 16,535	27%	\$ 263,948	\$ 302,254	\$ (38,306)	-13%	\$ 725,410
\$	5,888	\$ 9,208	\$ (3,320)	-36%	\$ 38,868	\$ 46,042	\$ (7,174)	-16%	\$ 110,500
\$	2,067	\$ 2,154	\$ (87)	-4%	\$ 10,335	\$ 10,771	\$ (436)	-4%	\$ 25,850
\$	17,832	\$ 18,250	\$ (418)	-2%	\$ 89,158	\$ 91,250	\$ (2,092)	-2%	\$ 219,000
\$	-	\$ 58	\$ (58)	-100%	\$ 1,010	\$ 292	\$ 718	246%	\$ 700
\$	367	\$ 1,529	\$ (1,162)	-76%	\$ 18,255	\$ 7,646	\$ 10,609	139%	\$ 18,350
\$	4,767	\$ 6,086	\$ (1,318)	-22%	\$ 30,081	\$ 30,429	\$ (348)	-1%	\$ 73,030
\$	1,293	\$ 3,483	\$ (2,191)	-63%	\$ 6,256	\$ 17,417	\$ (11,160)	-64%	\$ 41,800
\$	3,073	\$ 4,096	\$ (1,023)	-25%	\$ 29,010	\$ 20,480	\$ 8,529	42%	\$ 49,153
\$	3,674	\$ 3,033	\$ 640	21%	\$ 11,198	\$ 15,167	\$ (3,969)	-26%	\$ 36,400
\$	-	\$ 1,850	\$ (1,850)	-100%	\$ -	\$ 9,250	\$ (9,250)	-100%	\$ 22,200
\$	1,307	\$ 21,533	\$ (20,226)	-94%	\$ 240,330	\$ 107,667	\$ 132,663	123%	\$ 258,400
\$	5	\$ 517	\$ (512)	-99%	\$ 416	\$ 2,583	\$ (2,168)	-84%	\$ 6,200
\$	651,979	\$ 860,306	\$ (208,326)	-24%	\$ 3,297,621	\$ 4,301,529	\$ (1,003,908)	-23%	\$ 680,592
\$	389,315	\$ (238,688)	\$ (150,628)		\$ 1,016,425	\$ 1,826,977	\$ (810,552)		\$ (0)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
April 13, 2016
AGENDA ITEM #3(b)

Agenda Item: February 29, 2016 Polk Transit Authority Financial Statement
Fiscal year ending FY2014-15

Presenter: David Persaud, Chief Financial Officer

Recommended
Action: None

Summary: The Polk Transit Authority fiscal year ending September 30, 2015 Unaudited Financial Statement is provided herewith. The report is unaudited as requested by the Polk Transit Authority Board in light of no operational financial activities and to not incurred the cost of auditing services. This report is permissible under Florida Statutes Section 218.39 with entities with revenues/expenses less than \$50,000 annually.

Attachments: See Attachments

POLK TRANSIT AUTHORITY
STATEMENTS OF NET POSITION
September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
Current assets		
Cash (Note 2)	\$ 59,880	\$ 87,602
Due from other governments	-	-
Total current assets	59,880	87,602
Property and Equipment		
Office furnishings and equipment	835	835
Less accumulated depreciation (Note 4) Net property and equipment	<u>(835)</u> -	<u>(835)</u> -
Total assets	<u>59,880</u>	<u>87,602</u>
LIABILITIES		
Accrued liabilities	2,865	18,997
Total current liabilities	<u>2,865</u>	<u>18,997</u>
Total liabilities	<u>2,865</u>	<u>18,997</u>
NET POSITION		
Unrestricted	<u>57,015</u>	<u>68,605</u>
Total net position	<u>\$ 57,015</u>	<u>\$ 68,605</u>

POLK TRANSIT AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Years ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenues	\$ -	\$ -
Operating expenses		
Professional services	11,324	42,001
Office expense	91	4,231
Travel and meetings	-	140
Taxes and licenses	175	175
Total operating expenses	<u>11,590</u>	<u>46,547</u>
Operating Loss	(11,590)	(46,547)
Non-operating revenues		
Federal and state operating grants	-	50,000
Pre-operational government support	-	-
Total non-operating revenues	<u>-</u>	<u>50,000</u>
Change in net position	(11,590)	3,453
Net position at beginning of year	<u>68,605</u>	<u>65,152</u>
Net position at end of year	<u>\$ 57,015</u>	<u>\$ 68,605</u>

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
April 13, 2016
AGENDA ITEM #3(b)

Agenda Item: February 29, 2016 Financials for Polk County Transit Services
Contract – FY 2015-16

Presenter: David Persaud, Chief Financial Officer

Recommended
Action: None

Summary: The Interim Financial Statement covers a period of less than one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial statements, Interim Statements do not have to be audited.

Interim financial statements increase communication between the District Board of Directors, management and the public to provide up-to-date financial information and compliance with the budget.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
April 13, 2016
AGENDA ITEM #3(b)

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of February 29, 2016
Year to Date Report
Percent of FY Reported (42%)

Revenues

- The revenues totaled \$2.234 million or 82% of the year-to-date budget.
- The FTA grant drawdown will occur later in the fiscal year based on expenses incurred on a reimbursement basis.
- Fare Revenues totaled \$49,000, or 63% of the year-to-date budget.
- The County funding is designed to reflect a 1/12 allocation as cash advance to facilitate cash flow with receipt of \$2.2 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$1.7 million or 61% of the year-to-date budget.
- Salaries and wages totaled \$1 million or 70% of the YTD Budget.
- Operating expenses totaled \$675,000 or 71% of the YTD Budget.
- The contract services is for contractual cost for the Lynx service and other planned contractual services such as Transportation Disadvantaged that is lagging.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
April 13, 2016
AGENDA ITEM #3(b)

Revenue

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Revenues					
FTA 5307 Grant	\$ 1,125,545	17%	\$ 468,977	\$ -	0%
Fares	\$ 186,661	3%	\$ 77,775	\$ 48,913	63%
PCTS	\$ 5,245,278	80%	\$ 2,185,533	\$ 2,185,533	100%
Total	\$ 6,557,484	100%	\$ 2,732,285	\$ 2,234,445	82%

Expenses

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,434,803	52%	\$ 1,431,168	\$ 1,000,622	70%
Contract	\$ 833,783	13%	\$ 347,410	\$ -	0%
Operating	\$ 2,288,898	35%	\$ 953,708	\$ 675,455	71%
Total	\$ 6,557,484	100%	\$ 2,732,285	\$ 1,676,077	61%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #3(c)

Agenda Item: Ridership Report

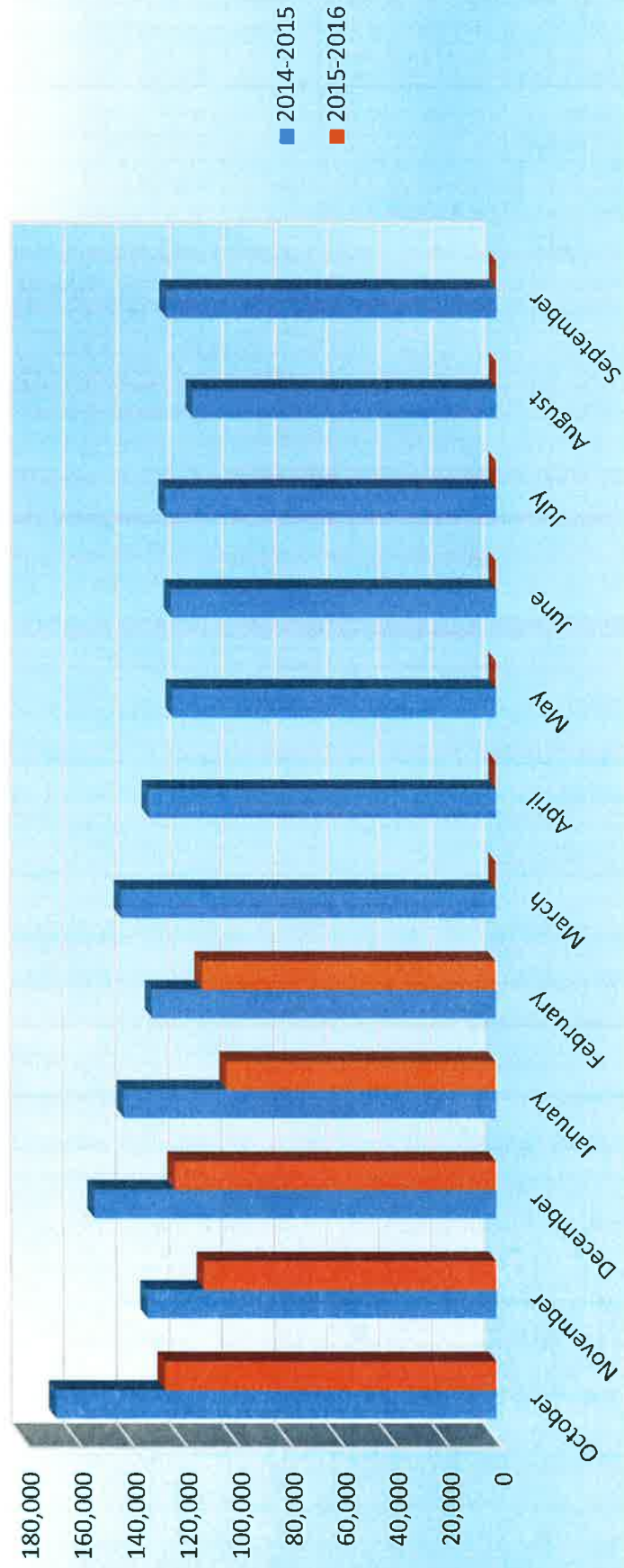
Presenter: David Persaud, CFO

Recommended Action: Information only

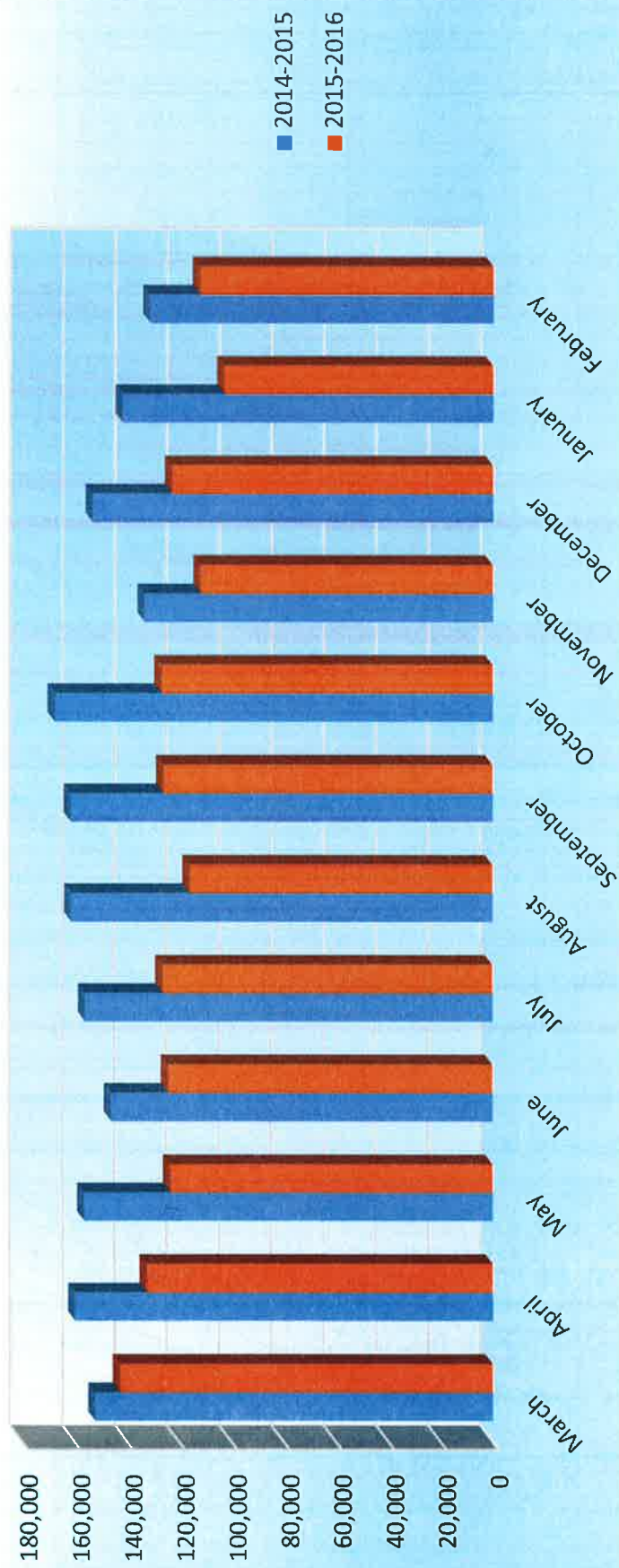
Summary: Year to date ridership information for the entire system including LAMTD, Winter Haven, Rural and Demand Response through February 29, 2016.

Attachment: Ridership Report

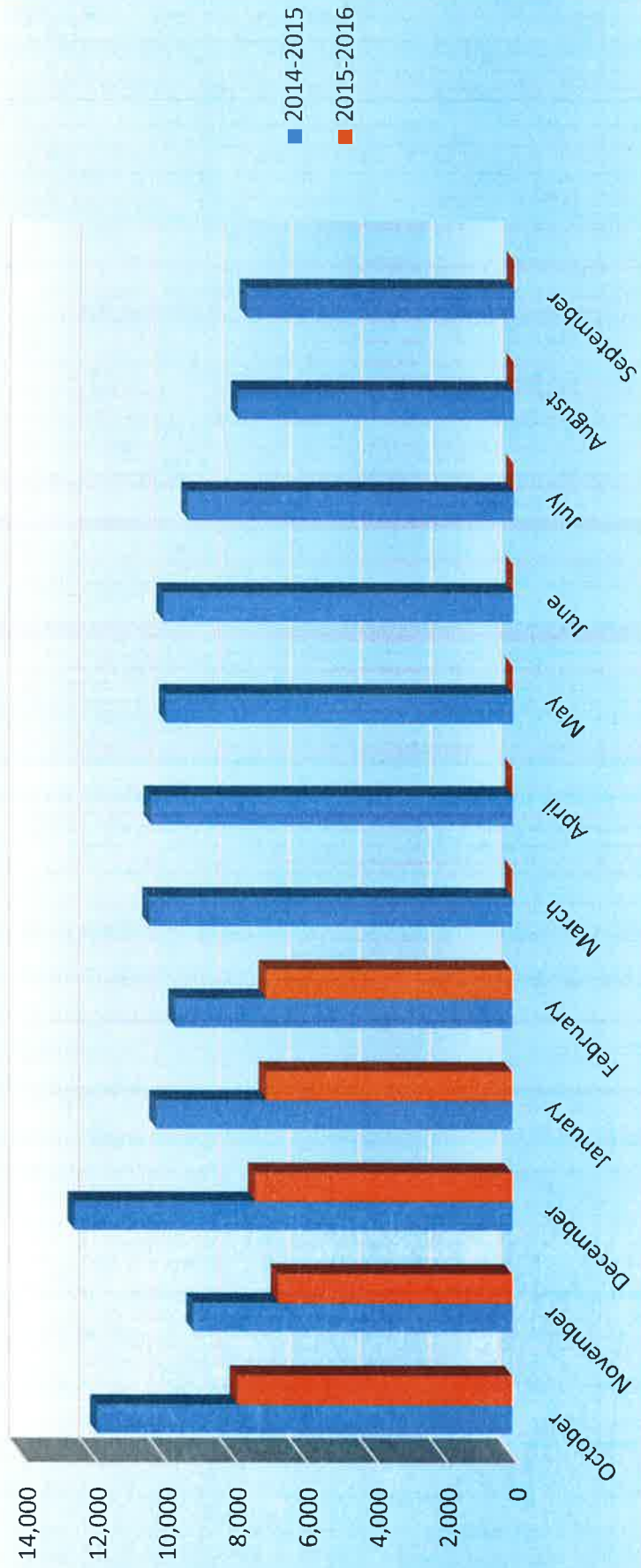
Citrus Connection and PCTS Fixed Route Total Ridership



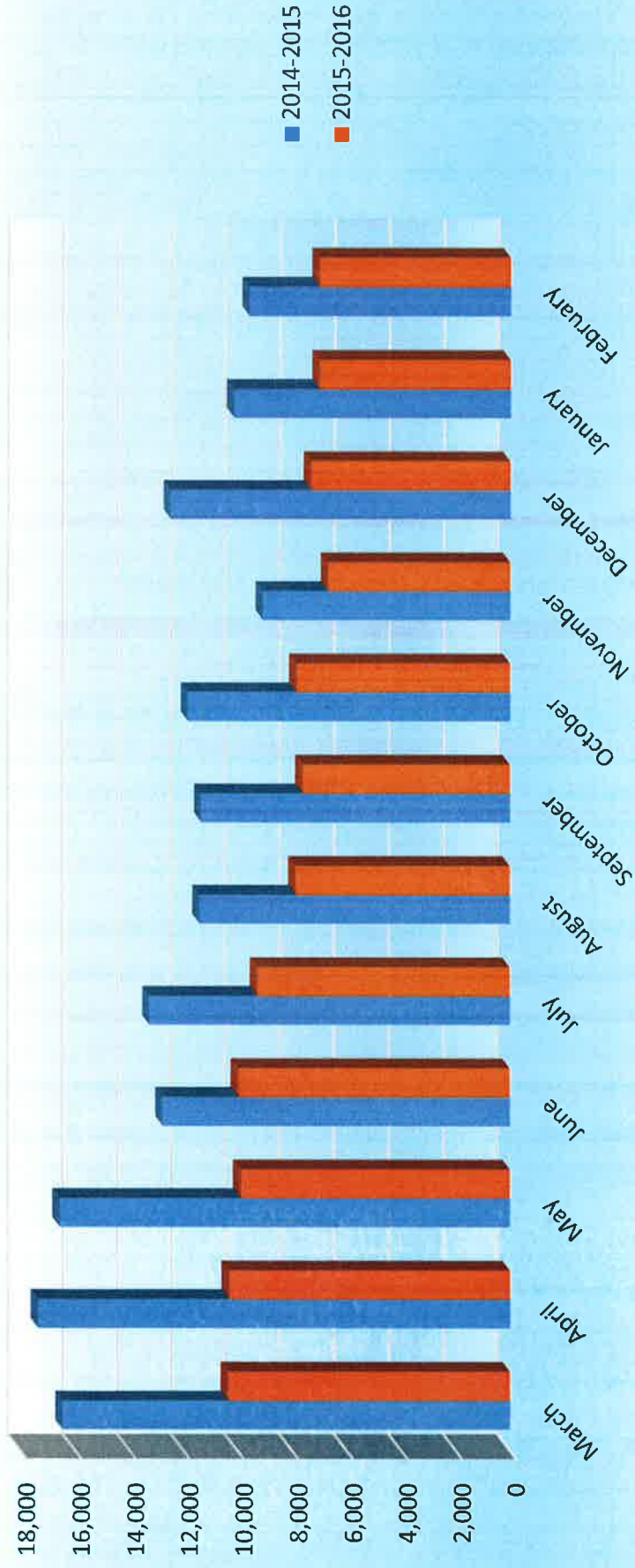
Fixed Route Over 12 Months



Citrus Connection and PCTS Para-Transit Total Ridership



Para-Transit Over 12 Months



Citrus Connection and PCTS Fixed Route Totals				
	2013-2014	2014-2015	2015-2016	Change
October	175,231	167,775	126,739	-24%
November	142,742	133,255	111,843	-16%
December	151,623	153,148	122,805	-20%
January	150,249	141,892	102,917	-27%
February	157,540	131,235	112,269	-14%
March	152,174	142,894	0	
April	160,032	132,400	0	
May	156,361	123,350	0	
June	146,011	124,152	0	
July	155,955	126,245	0	
August	161,384	115,908	0	
September	161,540	125,983	0	

1

Citrus Connection and PCTS Para-Transit Totals				
	2013-2014	2014-2015	2015-2016	
October	17,426	11,849	7,849	-34%
November	14,922	9,092	6,690	-26%
December	15,283	12,494	7,330	-41%
January	15,922	10,149	7,020	-31%
February	15,408	9,603	7,027	-27%
March	16,462	10,358	0	
April	17,370	10,323	0	
May	16,564	9,895	0	
June	12,772	9,973	0	
July	13,260	9,277	0	
August	11,407	7,871	0	
September	11,346	7,619	0	

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #3(d)

Agenda Item: **Resolution #16-11 – Florida Department of Transportation (FDOT) Joint Participation**

Presenter: David Persaud, CFO / Rodney Wetzel

Recommended
Action: Recommend Approval to accept additional funding under the Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) (FM#432838-1-94-01), and associated Resolution #16-11, by Roll Call Vote.

Summary: FDOT has allocated additional funding in the amount of \$50,000 with \$12,500 in local match for a total of \$62,500 in Fiscal Year 2015/2016 under the State Transit Service Development Program, a capital grant for Americans with Disabilities Act (ADA) related accessibility.

This funding will allow the District to meet regulatory compliance and improvements to bus stops along the State Highway Systems (SHS) throughout Polk County.

Attachments: Resolution #16-11
 FDOT JPA (FM#432838-1-94-01)



LAKELAND AREA MASS TRANSIT DISTRICT

Board of Directors

Polk County Commissioner, John Hall
Polk County Commissioner, George Lindsey
City of Lakeland Commissioner Jim Malless
City of Lakeland Commissioner, Phillip Walker
City of Lakeland Commissioner, Don Selvage
Executive Director: Tom Phillips

RESOLUTION # 16-11

A RESOLUTION of the **Lakeland Area Mass Transit District** authorizing the execution of that certain Joint Participation Agreement (JPA) with the Florida Department of Transportation.

WHEREAS, **Lakeland Area Mass Transit District** has the authority to enter into a JPA with the Florida Department of Transportation to undertake a project as authorized by Chapter 341, Florida Statutes and/or by the Florida Transit Administration Act of 1964, as amended:

NOW, THEREFORE, BE IT RESOLVED BY THE Lakeland Area Mass Transit District FLORIDA:

1. That the JPA for Item-Segment-Phase-Sequence 432838-1-94-0, Contract Number AQQ95, is approved.
2. The Chairman of the Board is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS April 13, 2016

By: _____
(Signature)

John Hall, Chairman of the Board
Lakeland Area Mass Transit District

ATTEST:

_____ (seal)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

725-030-07
PUBLIC TRANSPORTATION
12/14

Page 1 of 5

Financial Project No(s): 432838-1-94-01 <small>(item-segment-phase-sequence)</small> Contract No.: AQQ95	Fund: 010 Function: 631 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Category: 088774 Object Code: 751000 Org. Code: 55012020129 Vendor No.: F59209628002
Catalog of Federal Domestic Assistance Number: N/A Catalog of State Financial Assistance Number: 55.012		
CFDA Title: _____ CSFA Title: Public Transit Service Development Program		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Lakeland Area Mass Transit District
1212 George Jenkins Boulevard, Lakeland, Florida 33815
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 26th day of November 2012, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$175,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description:

There are no changes to the original project description, or if subsequently amended, to the last amended project description.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ☒ increased/ ☐ decreased by \$62,500.00
bringing the revised total cost of the project to \$218,750.00

Paragraph 4.00 of said Agreement is ☒ increased/ ☐ decreased by \$50,000.00
bringing the Department's revised total cost of the project to \$175,000.00

3.00 Amended Exhibits:

Exhibit(s) B and D are amended as attached.

4.00 Contract Time:

Paragraph 16.00 of said Agreement December 31st, 2016

5.00 E-Verify

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

432838-1-94-01

Financial Project No(s)

Contract No. AQQ95

Agreement Date _____, _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 26th, 2012 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

Lakeland Area Mass Transit District

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Chris Smith

DEPARTMENT OF TRANSPORTATION

TITLE

Director of Transportation Development
TITLE

432838-1-94-01

Financial Project No(s)

Contract No. AQQ95

Agreement Date

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District
1212 George Jenkins Boulevard, Lakeland, Florida 33815

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Adding \$50,000 as supplemental funding for and in accordance with the existing Joint Participation Agreement between this Department and Lakeland Area Mass Transit District for American with Disabilities Act (ADA)-related accessibility and compliance improvements at bus stops on the State Highway System in the Lakeland Area Mass Transit District service area. This funding is a State Transit Service Development Program capital grant award.

I.	Project Cost:	As Approved	As Amended	Net Change
		\$156,250.00	\$218,750.00	\$62,500.00
	Total Project Cost	\$156,250.00	\$218,750.00	\$62,500.00
II.	Fund Participation:	As Approved	As Amended	Net Change
	Department:	\$125,000.00	\$175,000.00	\$50,000.00
	Agency:	\$31,250.00	\$43,750.00	\$12,500.00
				\$0.00
	Total Project Cost	\$156,250.00	\$218,750.00	\$62,500.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	12/13	\$125,000.00	FY
FY	15/16	\$50,000.00	FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY
FY			FY

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33801, dated _____ referenced by the above Financial Project Number.

Project Estimated and Programmed Budget:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. Availability of any funds is subject to legislative approval.

FY 12/13		
Local Funding	20%	\$31,250.00
State Funding	80%	<u>\$125,000.00</u>
	Total	\$156,250.00
 FY 15/16		
Local Funding	20%	\$12,500.00
State Funding	80%	<u>\$50,000.00</u>
	Total	\$62,500.00

It is the intent of the Department to participate in the project to the level of Department funding encumbered and consistent with Section 341.051, F.S.

EXHIBIT D

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33815 dated _____ referenced by the above Financial Project Numbers.

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM
CSFA Number: 55.012
***Award Amount:** \$ 175000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.012 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #3(e)

Agenda Item: **Resolution #16-12 – Florida Department of Transportation (FDOT) Joint Participation**

Presenter: David Persaud, CFO / Rodney Wetzel

Recommended Action: Recommend Approval to accept additional funding under the Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) (FM#414063-1-84-03), and associated Resolution #16-12, by Roll Call Vote.

Summary: FDOT has allocated funding in the amount of \$452,852 with \$452,852 local funds for a total of \$ 905,704 in Fiscal Years 2016-2018 under the State Public Transit Corridor Program for operating, marketing, and promotional expenditures of a transit corridor service operating along South Florida Avenue and State Road 37, a north/south corridor.

This funding will allow the District to continue the multi-modal travel options reducing traffic congestion in the S.R. 37 (South Florida Avenue) Corridor. High frequency services for buses, with frequencies less than 30 minutes, will continue during peak evening hours.

Attachments: Resolution #16-12
FDOT JPA (FM#4140631-1-84-03)



LAKELAND AREA MASS TRANSIT DISTRICT

Board of Directors

Polk County Commissioner, John Hall
Polk County Commissioner, George Lindsey
Polk County Commissioner Jim Malless
City of Lakeland Commissioner, Phillip Walker
City of Lakeland Commissioner, Don Selvage
Executive Director: Tom Phillips

RESOLUTION # 16-12

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, and the acceptance of a grant award from the Department.

WHEREAS, Lakeland Area Mass Transit District has the authority to apply for and accept 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:

1. That the JPA for item-Segment-Phase-Sequence 4140631—84-03, Contract Number G0907, is approved.
2. The submission of a grant application(s), supporting documents, and/or assurances to the Florida Department of Transportation is approved
3. The Chairman of the Board is authorized to sign the application, accept a grant award, and enter into, modify or terminate any subsequent award contract or agreement related to this grant application unless specifically rescinded.

DULY PASSED AND ADOPTED THIS April 13, 2016

By: _____
(Signature)

John Hall, Chairman of the Board
Lakeland Area Mass Transit District

ATTEST:

_____ (seal)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 07/15
Page 1 of 13

Financial Project Number(s): (item-segment-phase-sequence) 414063-1-84-03	Fund: 010	FLAIR Category.: 088774
	Function: 215	Object Code: 751000
	Federal Number: _____	Org. Code: 55012020129
Contract Number: G0907	DUNS Number: 80-939-7102	Vendor No.: F592096281002
CFDA Number: N/A	Agency DUNS Number: 005075627	CSFA Number: 55.013
CFDA Title: N/A		CSFA Title: Transit Corridor Program

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Lakeland Area Mass Transit District
1212 George Jenkins Boulevard, Lakeland, Florida 33815
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051(1)(a) _____, Florida Statutes, to enter into this Agreement.

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide the Department's multi-year participation, through the State Transit Corridor Program, in the Agency's eligible operating expenses of providing public transportation on the SR 37 (South Florida Avenue) corridor

and as further described in Exhibit(s) A,B,C,D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

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

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 905,704. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 452,852 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audits: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit A,B,C,D** to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit A,B,C,D** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District One _____ Public Transportation Office 801 North Broadway Avenue, Bartow _____, FL, 33830 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-06**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

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

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

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

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

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

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

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency. The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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

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

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary or Designee. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

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

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

19.00 Restrictions on Lobbying:

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

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 Inspector General Cooperation:

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

Lakeland Area Mass Transit District

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

Chris Smith

SIGNATORY (PRINTED OR TYPED)

TITLE Director of Transportation Development

SIGNATURE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding
Approval by Comptroller

TITLE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33815, dated _____ referenced by the above Financial Project Number.

PROJECT LOCATION: Lakeland, Florida

PROJECT DESCRIPTION: The purpose of this project Agreement is to provide for the Department's participation, through the State Transit Corridor Program, in the Agency's eligible administration and management, marketing, maintenance and/or operating expenses of providing public transportation on State Road 37 / South Florida Avenue. This corridor project shall enhance the regional mobility of all citizens and encourage the use of public transportation. This project shall relieve congestion and improve capacity within the State Road 37 / South Florida Avenue corridor.

The Agency is responsible to make progress toward its goals and objectives that can be measured. Decision points should be established where continuation of certain elements of the project or the entire project can be acted upon.

The Agency will provide written progress reports by the 15th of every month, beginning on the month after this Joint Participation Agreement has been executed.

The Agency will provide a final report for the Department's review and approved before submission of the final invoice for this project. The report shall include, at a minimum:

1. A description of the project's history (including ridership)
2. Summarization of its successes
3. Problems encountered
4. Recommendations for future implementation

SPECIAL CONSIDERATIONS BY AGENCY: The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: When necessary, the Agency may provide written requests for minor changes or amendments to the services provided by this Agreement. The Department will provide written responses to all such requests. A minor change or amendment is defined as a non-material change to the Agreement. As a rule, it will be limited to operational items not having an impact on the scope or budget of the Agreement.

If applicable, the eligible project period identified herein, may be extended by letter from the Department upon a written request from the Agency.

EXHIBIT "B"
PROJECT BUDGET
(For Transit Multi-Year Projects)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33815, dated _____ referenced by the above Financial Project Number.

Project Estimated and Programmed Budget:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years is based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner: After the Agency has met all program requirements, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when the Agency may incur eligible project cost. This notification must be signed by the agency and returned to the Department. Availability of any funds is subject to legislative approval.

		FY 15/16
Local Funding	50%	\$452,852.00
State Funding	50%	<u>\$452,852.00</u>
	Total	\$905,704.00

It is the intent of the Department to participate in the project to the level of Department funding encumbered and consistent with Section 341.052, F.S.

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33815 dated _____ referenced by the above Financial Project Numbers.

REF: Section 341.051 F.S.

Requests for Reimbursement (Invoice Submittals) in accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 20.00 of this Agreement:

1. Required Submittal Format

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

2. Approval of Submittal

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

- ☒ Bus Transit System - In accordance with Section 341.061, Florida Statutes, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- ☐ Fixed Guideway System - (established) In accordance with Section 341.061, Florida Statutes, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule 14-15.017, Florida Administrative Code.
- ☐ Fixed Guideway System - (new) In accordance with Section 341.061, Florida Statutes, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017, Florida Administrative Code. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Third Party Contracts

The Department must approve third party contracts pursuant to Paragraph 10.10 except that, when checked below, written approval is hereby granted for:

- ☒ 1. Execution of contracts for materials and/or vehicles from a valid state or inter-governmental contract.
- ☒ 2. Other contracts less than \$25,000 excluding consultant services or construction contracts. The Department shall require all consultant and construction contracts and amendments thereto to receive concurrence prior to award.
- ☒ 3. Recurring, renewable, or on-going operational contracts that have less than a twenty-five percent (25%) change in total dollar amounts from one year to the next.
- ☒ 4. Purchase of service contracts where the Agency will provide transportation service for a fee.

Required Submittals

SUBMITTAL/CERTIFICATION

☒ Procurement Requests

☒ Safety Compliance

☒ Specifications

☒ Invoices

☒ Audit Reports

☒ Project Progress Reports
(In Department approved format)

RESPONSIBILITY

Agency

Agency

Agency

Agency

Agency Annually During
Life of Project

Agency Annually During
Life of Project

EXHIBIT D

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33815 dated _____ referenced by the above Financial Project Numbers.

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: TRANSIT CORRIDOR PROGRAM
CSFA Number: 55.013
***Award Amount:** \$452,852.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.013 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #3(f)

Agenda Item: **Designation of Signature Authority for the Transit Award Management System**

Presenter: David Persaud

Recommended
Action: Recommend Approval of Tom Phillips, David Persaud and John Satchell for to have Personal Identification Number in connection with the execution of grant applications.

Summary: Authorize Tom Phillips, David Persaud and John Satchell to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of the Lakeland Area Mass Transit District.

Attachments: Designation of Signature Authority Letter.



Board of Directors

Polk County Commissioner, John Hall
Polk County Commissioner, George Lindsey
City of Lakeland Commissioner, Donald Selvage
City of Lakeland Commissioner, Keith Merritt
City of Lakeland Commissioner, Jim Malless

DESIGNATION OF SIGNATURE AUTHORITY

for the

TRANSIT AWARD MANAGEMENT SYSTEM

(TrAMS)

The officials identified below hereby authorize Tom Phillips and David Persaud and John Satchell to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA grant awards, in each case on their behalf and on behalf of the Lakeland Area Mass Transit District.

(John Hall)

(Chairman of the Board)

(Attorney Ben Darby)

(Darby Law Group)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #4

Agenda Item: **Legal**

Presenter: Tim Darby

Recommended
Action: LDDA UAP Approval

Summary: Oral Presentation

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #5

Agenda Item: **Board Action(s)**

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #6

Agenda Item: **Try Transit Day Proclamation**

Presenter: Dave Walter, Marketing Manager

Recommended
Action: None

Summary: None

Attachments: Try Transit Day Proclamation

Proclamation

Lakeland Area Mass Transit District Board Try Transit Day Proclamation

***WHEREAS**, the State of Florida is dedicated to improving air quality, reducing traffic congestion, promoting health and physical fitness, and reducing energy consumption; and*

***WHEREAS**, the Florida Department of Transportation, District One, through its Commuter Services Program, contributes to these state goals by reducing traffic congestion and lowering greenhouse gas emissions throughout the region, by promoting the use of alternative commute modes; and*

***WHEREAS**, Commuter Services and Citrus Connection are promoting the regional “Go Green, Save Green” campaign in conjunction with the April 26, 2016 “Try Transit Day” to shift commuters away from drive-alone travel in Polk County and throughout the 12 counties of southwest Florida.*

***NOW, THEREFORE, WE THE LAKELAND AREA MASS TRANSIT BOARD OF DIRECTORS** do hereby proclaim April 26, 2016 to be*

“TRY TRANSIT DAY”

in Polk County, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing public transportation and to utilize the services provided by Citrus Connection.

***PRESENTED** this 13th day of April, 2016*

John Hall, Chairman

Marcy Harrison, Executive Assistant

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
April 13, 2016
AGENDA ITEM #7(a)

Agenda Item: **Authorization to add a position in para transit operations for the Transportation Disadvantaged (TD Program.**

Presenter: Aaron Dunn, Para Transit Manager

Recommended Action: Approve the position of TD Access Program Administrator (TDAPA)

Summary: On April 1st 2016 the Citrus Connection officially assumed the state Commission for the Transportation Disadvantaged (CTD) appointment as the Community Transportation Coordinator (CTC). The overall mission of Florida Transportation Disadvantaged Program is to ensure the availability of safe, efficient, cost-effective and quality transportation services for the transportation disadvantaged population of a designated service area.

The CTC will be responsible for the TD program with the following responsibilities (pertinent to the TDAPA):

- I. Plan, administer, monitor, coordinate, arrange, and deliver coordinated Transportation Disadvantaged services originating in their designated service area
 - a) Operate centralized call center
 - b) Determine trip eligibility
 - c) Schedule trips
 - d) Perform gatekeeping duties
 - e) Invoice purchasing agencies
- II. Recommend and enforce eligibility guidelines mandated by the CTD and Local Coordinating Board (LCB).
- III. Accounting for coordinated transportation access including: bus passes, agency auditing, eligibility documentation, and trip reporting

- IV. Become and remain apprised of all TD resources available or planned in service area (mobility management) and provide access for 9% of the TD population

Managing the mobility resources contained within the provisions of the CTC's duties designated by the CTD were not addressed when the District assumed CTC responsibilities. To meet the requirements of the TD program a dedicated position for the CTC and the TD Program is mandatory for compliance with CTD mandated transportation access requirements. There is no financial obligation for the District since the funding for this position will be derived from the existing Polk County budget and CTC grant. The estimated annual salary range for this position is \$35,000-to-\$48,000 plus fringe benefits.

Funding: Funds are available in the Polk County Transit FY 2015-16 Operating Budget and the CTC grants totaling, \$1,321,387.

The TD Program fiscal year is July 1, through June 30 which translates into 3 months for the District FY 2015-16.



Job Description

Job Title: Transportation Disadvantaged (TD) Access Program Administrator
Department: Para Transit
Reports To: Para Transit Manager
FLSA Status: Exempt

SUMMARY:

This position is responsible for professional work in the area of market studies, publicity, applicant screening, trip reporting, promotion, and advertising. Work includes, but is not limited to efforts to distribute the District's bus passes, market research efforts, preparing and making presentations to a variety of groups and companies, copy writing, and development and distributing of print material.

ESSENTIAL JOB FUNCTIONS:

1. Employ marketing, public relations and communication skills to organize and conduct community outreach, recruiting, market cultivation, and client accession.
2. Conduct applicant processing, screening, intake and client maintenance.
3. Build, track, and perform trips via the Trapeze software suite.
4. Maintain an organizational client pool; work closely with outside organizers to engender their support and avocation of the TD program
5. Oversee and conduct auditing activities of participants in the TD Bus Pass program.
6. Perform all necessary accounting functions related to the bus pass program, including: internal and external pass accounting, maintain control of financial allocation, and accounting data analysis.
7. Collects, analyzes and presents Para Transit service delivery data by producing monthly statistical charts and graphs and explain process variances
8. Develops and implements strategies to attract new customers and to retain existing customers by working with the disadvantaged segments of the areas served.
9. Work with area organizations, groups, and businesses to increase program participation
10. Formulates and implements comprehensive marketing programs, complete with deadlines and goals in order to execute, evaluate and adjust as needed.
11. Conducts pass campaigns; ensures that space advertising and other marketing materials are properly presented and displayed, to include bus route maps, bus schedules, special programs, and promotions.
12. Seeks out possible community outreach programs; facilitates all activities in relation to same.
13. Provides customer service to both internal and external customers, clients, and the general public in the form of providing transit information such as services, routes, schedules, and fares
14. Upon request, provides best possible routes and schedules for customers; answer inquiries and provide information to walk-in customers
15. Participates in community outreach events, workshops, and presentations.

SUPERVISORY RESPONSIBILITIES: Carries out supervisory responsibilities in accordance with the District's policies and applicable laws.

MINIMUM JOB REQUIREMENTS:

High school degree or G.E.D.; one (3) to (5) year of directly related experience desired in customer services, sales, marketing, reception, and/or general clerical duties. An equivalent combination of education and experience that is determined to be directly related to the specific requirements may be substituted.

OTHER CERTIFICATES/LICENSES:

Must have valid Florida driver's license.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

- Able to maintain the highest degree of confidentiality.
- Ability to speak effectively before small and large groups and respond to questions.
- Ability to maintain a level of professionalism and confidentiality.
- Ability to express ideas clearly, both verbally and in writing.
- Strong interpersonal skills.
- PC literate, basic skills in Microsoft Office Suite and Internet research.
- Must be a self-starter; able to work independently.
- Ability to establish effective working relationships with co-workers, peers, various Organizational, County and City employees, customers, and the general public.
- Uses sound, independent judgment in daily work activities and exercises discretion; has strong ethical standards.

WORKING ENVIRONMENT and PHYSICAL DEMANDS: The work environment and physical demands characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

This job is usually performed in a normal office environment. Must be physically able to lift and carry 20-25 lbs. infrequently.

I have read, understand and agree to fulfill the requirements of the above job description and have been provided a copy.

Employee Signature: _____

Date: _____

Print Name: _____

The statements contained herein reflect general details as necessary to describe the essential functions of this job, the level of knowledge, skills typically required and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #8(a)

Agenda Item: Government & Community Relations

Presenter: Erin Killebrew, Director

Recommended

Action: Oral Presentation

Summary:

- LDDA Update
- LEGOLAND Florida Ribbon Cutting
- LYNX Bus Update

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #9(a)

Agenda Item: Executive Updates

Presenter: Tom Phillips, Executive Director

Recommended
Action: Oral Presentation

Summary:

- Monthly Activities Report
- UAP Update
- Strategic Planning Topics and New Location

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
APRIL 13, 2016
AGENDA ITEM #10

Agenda Item: **Other Business**

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None