

LAKELAND AREA MASS TRANSIT DISTRICT
LAMTD BOARD MEETING
1212 George Jenkins Blvd. Lakeland, Fl. 33815
Wednesday, June 8, 2016, at 8:30 a.m.

Call to Order

Action Required

- Roll Call

- | | |
|--|----------|
| 1. Approval of Minutes | |
| a. May 11, 2016, Board Meeting | Approval |
| 2. Human Resources / Mary Lynne Janoso | None |
| a. GEM Award | |
| 3. Public Comments | TBD |
| 4. Finance / David Persaud | |
| a. LAMTD March Financial Report | None |
| b. PT January Financial Report | None |
| c. Operations Grant/JPA 5310 Agreement - Resolution #16-15 | Approval |
| d. IT TD Grant Purchase Update | None |
| e. GEICO Bus Update | None |
| f. Fuel Bid Award | None |
| g. TD Grant Approval - Resolution #16-18 | Approval |
| h. 5307 Operations Funding for Fixed - Resolution #16-19 | Approval |
| i. TE Grant Agreement | Approval |
| 5. Darby Law Group / Tim Darby | |
| a. 2016-2017 LAMTD Board Schedule Resolution #16-16 | Approval |
| b. LAMTD Board Meeting Schedule Change Resolution #16-17 | Approval |
| c. Peace River UAP Renewal | Approval |
| 6. Government & Community Relations / Erin Killebrew | |
| a. "DC Fly In" – Powerpoint Presentation | None |
| 7. Board Action | TBD |
| 8. Reports / Tom Phillips | |
| a. Executive Update | None |
| b. Strategic Planning Summary - KSI | None |
| c. Polytechnic Update | None |
| 9. Other Business | TBD |

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #1(a)

Agenda Item: May 11, 2016 Meeting Minutes Approval

Presenter: Marcy Harrison, Executive Assistant

Recommended
Action: Minutes Approval

Summary:

Attachments: -Approval of April 13, 2016 minutes
-Public Hearing - May 11, 2016 minutes
-Approval Items Only - May 11, 2016 minutes

**LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MINUTES
APRIL 13, 2016**

Directors:

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

Excused

Commissioner Salvage

Agenda Item #1 – Approval of Minutes

Approval requested for the approval of the March 9, 2016 LAMTD Board of Directors Meeting Minutes.

“Approval March 9, 2016 Board of Directors Meeting Minutes”

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

None at this time

LAMTD Meeting Adjourn for Bus Tour 8:39am

LAMTD Board Meeting Reconvenes 8:57am

Agenda Item #3 – Finance / David Persaud, Chief Financial Officer

(a) LAMTD Financial Report

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.

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. 29 th 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					
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	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 Financial Report

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.

c. PCTS Financials

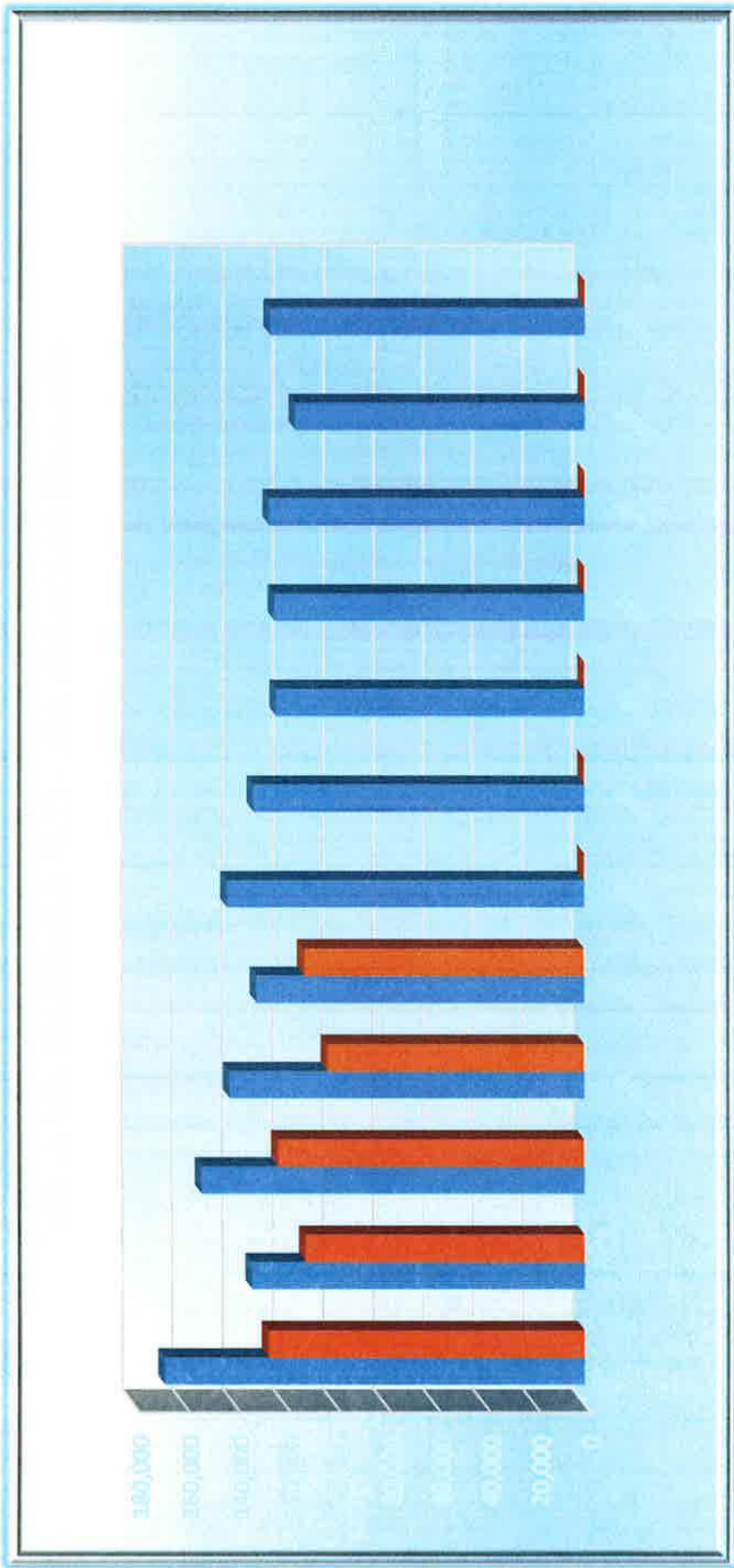
Revenue

	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%

d. Ridership Update



e. Resolution #16-11 – FDOT Joint Participation

Request 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.

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.

Roll Call Vote:

John Hall, Chairman	Yes
George Lindsey, Vice-Chairman	Yes
James Malless	Yes
Phillip Walker	Yes

MOTION APPROVED

f. Resolution#16-12 – FDOT Joint Participation

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. 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

Roll Call Vote:

John Hall, Chairman	Yes
George Lindsey, Vice-Chairman	Yes
James Malless	Yes
Phillip Walker	Yes

MOTION APPROVED

g. Designation of Signature Authority for Transit Award Management System

Request approval of Tom Phillips, David Persaud and John Satchell for to have Personal Identification Number in connection with the execution of grant applications. 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.

Roll Call Vote:

John Hall, Chairman	Yes
George Lindsey, Vice-Chairman	Yes
James Malless	Yes
Phillip Walker	Yes

MOTION APPROVED

Agenda Item #4 – Darby Law Group / Tim Darby

a. Requesting approval for the LDDA Universal Access Program

“Approval of the LDDA Universal Access Program”

MOTION CARRIED UNANIMOUSLY

b. Approval to move the May 11th, 2016 Strategic Planning meeting to the Circle B Bar Ranch

“Approval move Strategic Planning meeting to the Circle B Bar Ranch”

MOTION CARRIED UNANIMOUSLY

Agenda Item #5 – Marketing / Dave Walters

a. Try Transit Day Proclamation – The proclamation is dedicated to improving air quality, reducing traffic congestion, promoting health and physical fitness, and reducing energy consumption. “Go Green, Save Green”

Requesting approval to proclaim April 26, 2016 as “Try Transit Day”

“Approval to make April 26, 2016 “Try Transit Day”

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 - Human Resources / Mary Lynne Janoso & Aaron Dunn

a. Authorization to add a position in Para Transit Operations for the Transportation Disadvantaged Program
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. 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.

"Approval of the TD Access Administrator Position"

MOTION CARRIED UNANIMOUSLY

Agenda Item #8 – Government & Community Relations / Erin Killebrew

- a. LDDA Update – Farmers Market Program will continue being paid by the LDDA at \$500 a month.
- b. LEGOLAND Ribbon Cutting – April 14th a ribbon cutting ceremony was held at the entrance to LEGOLAND Florida to celebrate the new Sunday Bus Route #30 in East Polk County.
- c. Lynx Update - Retired bus fleet is comprised of 11 total that have reached their useful life under FTA guidelines. 5 - 29' and 1 – 40' used Lynx buses have arrived and are being prepared for usage. Some of the Lynx buses will have their engines and transmissions rebuilt in the next 6 months. Eventually hybrid cooling systems will be installed in these buses and 15% fuel reduction is expected.

Agenda Item #9 – Executive Update / Tom Phillips

- a. March Activity Calendar presented to the Board (Informational Only)
- b. UAP updated report presented to the Board (Informational Only)
 - Everest University will be closing at the end of July and there will be no impact to District employees.
- c. Strategic Planning topic worksheet passed out to the Board and collected for Dr. Ross.
- d. District Updates:
 - Performance Reviews will begin for the District in May with the process completed by June 2016.
 - Employee Morale survey will be launched this summer.
 - A formal recommendation will be brought to the Board, senior staff is in complete concurrence. Now that we have two (2) Sunday routes and three (3) Saturday passes will expire 24hrs post the purchase time. This is a fair increase and will be publically noticed in June and brought to the Board in July for approval.

Agenda Item #10 – Other Business

None

Adjournment

Approved this 13th day of April, 2016.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS – PUBLIC HEARING MINUTES
MAY 11, 2016

Directors:

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

Agenda Item #1 – Approval of Minutes

Approval requested for the approval of the May 11, 2016 LAMTD Board of Directors Meeting Minutes.

“Approval May 11, 2016 Board of Directors Meeting Minutes”

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING - Minutes
Circle B Bar Reserve, 4399 Winter Lake Road, Lakeland FL 33803
Wednesday, May 11, 2016
8:00 a.m.

Agenda Item 1 – Finance / David Persaud

Proposed FY 15-16 Program of Projects / David Persaud - Annually the District Staff is required to develop a Program of Projects (POP), hold a Public Hearing, and obtain Board of Directors approval. The Public Hearing has been advertised in the Lakeland Ledger and the POP is provided at the attachment.

Agenda Item 2 – Program of Projects (POP)

**LAKELAND AREA MASS TRANSIT DISTRICT
2015-2016 PROGRAM OF PROJECTS**

The Lakeland Area Mass Transit District will hold a public hearing on the proposed Program of Projects at 8:30 am on May 11, 2016 at 1212 George Jenkins Blvd, Lakeland, FL 33815. The purpose of this public hearing is to give individuals and/or groups an opportunity to present their views and comments on the proposed Program of Projects that will be included in the applications for grants from the Federal Transit Administration (FTA) under Sections 5307, and 5339 for the 2015-2016 fiscal year. The list below shows the proposed Program of Projects.

	FTA	Total	Program Description
<u>Transportation Operations</u>			
Urban Fixed - LAMTD	\$ 1,920,254	\$ 1,920,254	Fixed Route Operations
Urban Fixed – WHAT	\$ 1,540,821	\$ 1,540,821	Fixed Route Operations
 <u>Capital Projects</u>			
Section 5307 Lakeland Cap	\$ 640,085	\$ 640,085	Preventative Maintenance
Section 5307 WH Cap	\$ 513,607	\$ 513,607	Preventative Maintenance
Section 5339 Cap Lakeland	\$ 268,659	\$ 268,659	Capital Bus Purchase
Section 5339 WH	\$ 212,128	\$ 212,128	Capital Bus Purchase
 Total Program FY2015-16	 \$5,095,554	 \$5,095,554	

To review the Program of Projects, contact David Persaud at 327-1303 or come by the LAMTD office between 8:30 AM And 4:30 PM on weekdays at the following address:

1212 George Jenkins Blvd
Lakeland, Florida 33815

LAMTD welcomes written comments on or before May 4, 2016 for those who are not able to attend this hearing. Written comments may be mailed to:

Citrus Connection
1212 George Jenkins Blvd
Lakeland, Florida 33815

All written comments will be made part of the public record. If no comments are received, or if the comments that are received do not result in any changes being made, then this listing of proposed projects will become the final one.

In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the LAMTD directly. Telephone (855) 765-5287, not later than four days prior to the proceeding. If hearing impaired call: (TDD) (863) 534-7777 or Voice impaired call: 1-800-955-8770, via Florida Relay Service.

LAMTD planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and Related Statutes. Any person or beneficiary who believes they have been discriminated against because of race, color, religion, sex, age, national origin, disability, or familial status may file a written complaint with the LAMTD Title VI Specialist, Dean Kirkland, at Drawer HS05, P. O. Box 9005, Bartow, Florida 33831-9005.

Agenda Item 3 – Adoption of the FY 15-16 Program of Projects

Annually the District Staff is required to develop a Program of Projects (POP), hold a Public Hearing, and obtain Board of Directors approval. Approval of the Program of Projects is a pre-requisite to obtaining FTA funding.

Urbanized Area Formula Program (5307)

The Urbanized Area Formula Funding Program makes Federal resources available to urbanized areas for transit capital and operating assistance areas and for transportation related planning. The LAMTD and Polk County Transit Services FY 2015-16 allocation totaled \$5,095,554.

Approval requested for the approval of the FY 2015-2016 Program of Projects”

“Approval FY 2015-2016 Program of Projects”

MOTION CARRIED UNANIMOUSLY

Adjournment

Approved this 11th day of May, 2016.

Chairman – Commissioner John Hall

Minutes Taker – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MINUTES
APPROVAL ITEMS ONLY
MAY 11, 2016

Directors:

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

Agenda Item #1 – Approval of Minutes

Approval requested for the approval of the May 11, 2016 LAMTD Board of Directors Meeting Minutes-
APPROVAL ITEMS ONLY.

“Approval May 11, 2016 Board of Directors Meeting Minutes- APPROVAL ITEMS ONLY”

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MINUTES
Circle B Bar Reserve, 4399 Winter Lake Road, Lakeland FL 33803
Wednesday, May 11, 2016
8:00 a.m.

Agenda Item 1 – Finance / David Persaud

- a. Construction of Park and Ride Facility – The District was notified early this morning that the project has been declined by the FDOT. Once reviewed, the Board will be updated.
- b. Coordination Agreements for Transit Disadvantaged - The LAMTD holds the designation of Community Transportation Coordinator (CTC) and has the responsibility to enter into contracts with any agency/operator receiving Federal, State or local funding for the purpose of providing transportation services for individuals identified as transportation disadvantaged. Standard Coordination Agreements also allow participating agencies to apply for Federal Transit Administration (FTA) Section 5310 capital grant funding through the Florida Department of Transportation. The Agreement will also allow the CTC to report the use of these vehicles within the coordinated transportation system.

Approval requested for the approval of the Coordination Agreements with Polk County service providers ElderPoint Ministries, Faith in Action, South Eastern Christian Assemblies of God, Noah's Ark, The Rainey House, Alliance for Independence, Sunrise Community of Polk County, Peace River Center, and the Polk Training Center. These agreements will be in effect through December 31st, 2017".

"Approval Coordination Agreements with Polk County Service Providers Above"

MOTION CARRIED UNANIMOUSLY

- c. Bus and Bus Facilities Grant – The Federal Transit Administration under 5339 funding provides opportunities for the purchase of new buses. LAMTD staff is requesting the approval of a grant application for the purchase of nine 35 ft. buses at a total of \$5,628,175. A total of \$4,502,540 will come directly from FTA grant funding and \$1,125,635 will be provided by the FDOT in the form of Transportation Development Credits. There is no match requirement for the LAMTD.

Funding proved by the Federal Transit Administration is \$4,502,540 with 1,125,635 in the form of Transportation Development Credits. There is no fiscal impact for the LAMTD.

Approval requested for Grant Submission and subsequent award.

"Approval for Grant Submission and subsequent award"

MOTION CARRIED UNANIMOUSLY

- d. FY 2016 FTA Wellness to Ride Grant - The Federal Transit Administration under 5339 funding provides opportunities for access to healthcare for disadvantaged populations. Citrus Connection staff are requesting the approval of a grant application for collaboration with the Polk County Health Care Plan for \$80,000. A total of \$60,000 will come directly from FTA grant funding and \$10,000 will be provided by the Polk Healthcare Plan. The LAMTD board will provide \$10,000 in inkind match in the form of staff time. There is no cash match requirement from the District.

Funding provided by the Federal Transit Administration is \$60,000 with \$10,000 in cash match from Polk Health Care Plan and \$10,000 inkind match from LAMTD. There is no fiscal impact for the LAMTD.

Requesting approval of Grant Submission and subsequent award.

“Approval for Grant Submission and subsequent award”

MOTION CARRIED UNANIMOUSLY

- e. FDOT Joint Participation / Resolution #16-13 - FDOT has allocated funding in the amount of \$711,773 with \$711,771 local funds for a total of \$1,423,546 in Fiscal Years 2016-2018 under the State Public Transit Block Grant Program for operating, marketing, and promotional expenditures of a transit corridor service operating within the Winter Haven service area of Polk County. The funding will allow the District to continue the multi-modal travel options reducing traffic congestion within the Winter Haven service area of Polk County. High frequency services for buses, with frequencies less than 30 minutes, will continue during peak evening hours.

Requesting approval to accept additional funding under the Florida Department of Transportation Joint Participation Agreement.

Requesting approval of FDOT Joint Participation / Resolution #16-13.

“Approval for FDOT Joint Participation / Resolution #16-13”

MOTION CARRIED UNANIMOUSLY

- f. Transportation Disadvantage Budget Amendment 2016- 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.

Staff is recommending the transfer of \$142,937 of funds from this grant award from operational to capital expense for computer hardware. There is no fiscal impact.

Requesting approval of Grant Budget Amendment for the period of April 1, 2016 through June 20, 2016

“Approval for Grant Budget Amendment for the period of April 1, 2016 through June 20, 2016”

MOTION CARRIED UNANIMOUSLY

- g. FY 2016-2017 Florida Commission for Transportation Disability Grant Application for Trips and Equipment /Resolution #16-14

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.

The total amount of the requested funds is \$1,378,183. The CTD will fund \$1,240,365 through grant funds and \$137,818 will be budgeted into the County's transit budget

Requesting approval of Grant Submission and subsequent award for the period of July 1, 2016 through June 30, 2017

"Approval for Grant Submission and subsequent award for the period of July1, 2016 through June 30, 2017"

MOTION CARRIED UNANIMOUSLY

Agenda Item 2 – Legal

- a. GEICO Service Agreement to including: 2 ParaTransit Vehicles, 1 Supervisor/driver, and 1 driver

Requesting approval of the GEICO Service Agreement to include vehicles and staffing

"Approval for GEICO Service Agreement to include vehicles and staffing"

MOTION CARRIED UNANIMOUSLY

Adjournment

Approved this 11th day of May, 2016.

Chairman – Commissioner John Hall

Minutes Taker – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #2(a)

Agenda Item: **GEM Award**

Presenter: Mary Lynne Janoso, Director of Risk & HR

Recommended
Action: GEM recognition

Summary: Oral presentation

Attachments: N/A

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #3

Agenda Item: **Public Comments**

Presenter: TBD

Recommended
Action: TBD

Summary: Oral Presentation

Attachments:

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #4(a)

Agenda Item: March 31, 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 March 31, 2016
FY 2015-2016

Year to Date March 31, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	50%	\$6,815,536	\$4,822,743	71%	\$10.3 Million
Expenses YTD	50%	\$5,161,835	\$4,201,580	81%	\$10.3 Million

REVENUES:

The total revenues realized year-to-date through March 31, 2016 totaled \$4.8 million or 71% of the YTD budget.

Farebox and contract revenues reflect 95% of budgeted revenues through March 31, 2016. The revenues are under budget due to several reasons, contractual revenues from RAMCO \$93,000 received and contract revenue under budget \$84,000 for UAP that lags one month.

Farebox revenues are under budget \$69,000 due to decline in ridership of 21%

- Ad Valorem taxes reflect \$3.35 million or 95% 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, 2016. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The grants for the JPA were lagging but will be realized in the next quarter.
- 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 \$82,000 or 95% of budget.
- The Support cost reimbursement revenue is over budget since other reimbursements are included.
- 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 March 31, 2016
FY 2015-2016

EXPENSES:

The total expenses year-to-date through March 31, 2016 totaled \$4.2 million or 81% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of March 31, 2016 those expenses totaled \$2.99 million or 92% of the YTD budget of \$3.3 million due to vacant positions.
- Professional and Technical Services expenses totaled \$104,000 or 50% of the YTD budget; a favorable variance.
- Other services expenses totaled \$19,000 or 27% of the YTD budget.
- Fuel expenses totaled \$198,000 or 45% YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$321,000 under budget by 11% due to decrease use of parts and supplies, a favorable variance
- Advertising promotion expenses totaled \$15,000 under 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 \$257,000, over the budget due to property appraiser fees and CRA fees of \$139,200.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through March 31st the financials reflect favorable budget to actual performance of \$621,000 (revenues over expenses) due to receipt of property tax revenue at 95% level.

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



LAKELAND AREA MASS TRANSIT DISTRICT

FY 2016
MONTHLY FINANCIAL STATEMENT
MONTH OF Mar 2016

REVENUES:

Farebox/Pass Sales
Contract Income (UAP)
Other Contract Revenue
Miscellaneous Income
Advertising Revenues
Investment/Interest Income (net)
Ad Valorum 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	%	
\$	61,617	\$ 82,228	\$ (20,611)	-25%	\$ 424,265	\$ 493,370	\$ (69,105)	-14%	\$ 986,740
\$	27,665	\$ 27,787	\$ (121)	0%	\$ 82,830	\$ 166,720	\$ (83,890)	-50%	\$ 333,440
\$	51,314	\$ 42,799	\$ 8,515	20%	\$ 363,892	\$ 256,795	\$ 107,097	42%	\$ 513,590
\$	1,240	\$ 833	\$ 407	49%	\$ 26,773	\$ 5,000	\$ 21,773	435%	\$ 10,000
\$	13,552	\$ 14,500	\$ (948)	-7%	\$ 81,982	\$ 87,000	\$ (5,019)	-6%	\$ 174,000
\$	2,137	\$ 93	\$ 2,044	2189%	\$ 4,993	\$ 560	\$ 4,433	792%	\$ 1,120
\$	65,342	\$ 65,342	\$ -	0%	\$ 3,477,881	\$ 3,477,881	\$ -	0%	\$ 3,648,360
\$	-	\$ 136,799	\$ (136,799)	-100%	\$ -	\$ 820,795	\$ (820,795)	-100%	\$ 1,641,590
\$	-	\$ 218,673	\$ (218,673)	-100%	\$ 24,934	\$ 1,312,040	\$ (1,287,106)	-98%	\$ 2,624,080
\$	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -
\$	17,588	\$ -	\$ 17,588	0%	\$ 12,958	\$ -	\$ 12,958	0%	\$ -
\$	4,694	\$ 4,402	\$ 293	7%	\$ 24,377	\$ 26,410	\$ (2,033)	-8%	\$ 52,820
\$	31,494	\$ 28,161	\$ 3,333	12%	\$ 297,857	\$ 168,965	\$ 128,892	76%	\$ 337,930
\$	276,645	\$ 621,618	\$ (344,973)	-55%	\$ 4,822,743	\$ 6,815,536	\$ (1,992,793)	-29%	\$ 10,323,670
\$	328,439	\$ 362,436	\$ (33,998)	-9%	\$ 1,994,159	\$ 2,174,619	\$ (180,460)	-8%	\$ 4,349,237
\$	220,605	\$ 179,581	\$ 41,024	23%	\$ 994,323	\$ 1,077,484	\$ (83,161)	-8%	\$ 2,154,968
\$	1,210	\$ 1,008	\$ 202	20%	\$ 2,420	\$ 6,050	\$ (3,630)	-60%	\$ 12,100
\$	31,369	\$ 34,567	\$ (3,198)	-9%	\$ 104,386	\$ 207,400	\$ (103,014)	-50%	\$ 414,800
\$	4,327	\$ 7,750	\$ (3,423)	-44%	\$ 19,695	\$ 46,500	\$ (26,805)	-58%	\$ 93,000
\$	2,372	\$ 11,546	\$ (9,174)	-79%	\$ 19,216	\$ 69,275	\$ (50,059)	-72%	\$ 138,550
\$	55,000	\$ 73,428	\$ (18,428)	-25%	\$ 197,708	\$ 440,565	\$ (242,857)	-55%	\$ 881,130
\$	353	\$ 25	\$ 328	1312%	\$ 1,698	\$ 150	\$ 1,548	1032%	\$ 300
\$	559	\$ 1,000	\$ (441)	-44%	\$ 1,646	\$ 6,000	\$ (4,354)	-73%	\$ 12,000
\$	57,359	\$ 60,451	\$ (3,091)	-5%	\$ 320,873	\$ 362,705	\$ (41,832)	-12%	\$ 725,410
\$	8,960	\$ 9,208	\$ (248)	-3%	\$ 47,829	\$ 55,250	\$ (7,421)	-13%	\$ 110,500
\$	2,067	\$ 2,154	\$ (87)	-4%	\$ 12,402	\$ 12,925	\$ (523)	-4%	\$ 25,850
\$	17,832	\$ 18,250	\$ (418)	-2%	\$ 106,990	\$ 109,500	\$ (2,510)	-2%	\$ 219,000
\$	-	\$ 58	\$ (58)	-100%	\$ 1,010	\$ 350	\$ 660	189%	\$ 700
\$	370	\$ 1,529	\$ (1,159)	-76%	\$ 17,461	\$ 9,175	\$ 8,286	90%	\$ 18,350
\$	8,174	\$ 6,086	\$ 2,088	34%	\$ 38,255	\$ 36,515	\$ 1,740	5%	\$ 73,030
\$	1,519	\$ 3,483	\$ (1,964)	-56%	\$ 8,143	\$ 20,900	\$ (12,757)	-61%	\$ 41,800
\$	7,161	\$ 4,096	\$ 3,065	75%	\$ 27,446	\$ 24,577	\$ 2,869	12%	\$ 49,153
\$	4,174	\$ 3,033	\$ 1,141	38%	\$ 15,372	\$ 18,200	\$ (2,829)	-16%	\$ 36,400
\$	13,571	\$ 1,850	\$ 11,721	634%	\$ 13,571	\$ 11,100	\$ 2,471	22%	\$ 22,200
\$	17,818	\$ 21,533	\$ (3,715)	-17%	\$ 256,979	\$ 129,200	\$ 127,779	99%	\$ 258,400
\$	-	\$ 517	\$ (517)	-100%	\$ -	\$ 3,100	\$ (3,100)	-100%	\$ 6,200
\$	783,237	\$ 860,306	\$ (77,069)	-9%	\$ 4,201,580	\$ 5,161,835	\$ (960,255)	-19%	\$ 680,592
\$	(506,592)	\$ (238,688)	\$ (267,905)		\$ 624,163	\$ 1,653,701	\$ (1,032,537)		\$ 10,323,670
\$					\$		\$		\$ (0)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #(4(b))

Agenda Item: March 31, 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
JUNE 8, 2016
AGENDA ITEM #4(a)

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of March 31, 2016
Year to Date Report
Percent of FY Reported (50%)

Revenues

- The revenues totaled \$2.7 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 \$61,900, 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 \$2.6 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$2.2 million or 67% of the year-to-date budget.
- Salaries and wages totaled \$1.2 million or 71% of the YTD Budget.
- Operating expenses totaled \$637,000 or 50% of the YTD Budget.
- The contract services is for contractual cost for the Lynx service and other planned contractual services. The year-to-date expenses totaled \$342,000 or 82% of the YTD Budget.

Lakeland Area Mass Transit District
Financial Statement
Polk County Contract
Month of March 2016

Revenue

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Revenues					
FTA 5307 Grant	\$ 1,125,545	17%	\$ 562,773	\$ -	0%
Fares	\$ 186,661	3%	\$ 93,331	\$ 61,890	66%
PCTS	\$ 5,245,278	80%	\$ 2,622,639	\$ 2,622,639	100%
Total	\$ 6,557,484	100%	\$ 3,278,742	\$ 2,684,529	82%

Expenses

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,434,803	52%	\$ 1,717,402	\$ 1,217,858	71%
Contract	\$ 833,783	13%	\$ 416,892	\$ 341,887 *	82%
Operating	\$ 2,288,898	35%	\$ 1,144,449	\$ 636,879	56%
Total	\$ 6,557,484	100%	\$ 3,278,742	\$ 2,196,624	67%

*LYNX Invoices from October 16 – February 16

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #4(c)

Agenda Item: **Resolution #16-15 – Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA)**

Presenter: David Persaud, CFO / Rodney Wetzel

Recommended
Action: Recommend Approval to accept additional funding under the Federal Transit Administration (FTA) through the Florida Department of Transportation (FDOT) by way of a Joint Participation Agreement (JPA) and associated Resolution #16-15.

Summary: The FTA has allocated funding in the amount of \$89,877 with \$89,877 local funds for a total of \$179,754 in Fiscal Year 2016-2017. This funding is under the 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for operating.

This funding will allow the District under this Agreement to improve access to fixed-route public transit service, service that decrease individuals with disabilities' reliance on complementary paratransit service, and/or provision of alternative service to public transportation service that assist seniors and individuals with disabilities to fulfill their transportation needs in the Lakeland Urbanized Area.

Attachments: Resolution #16-15
FDOT JPA (FM#437582-1-84-01)

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) 437582-1-84-01	Fund: 010 Function: 215 Federal Number: 49 U.S.C. 5310 DUNS Number: 80-939-7102 Agency DUNS Number: 005075627	FLAIR Category.: 088774 Object Code: 780000 Org. Code: 55301000943 Vendor No.: F 592096281002 CSFA Number: N/A CSFA Title: N/A
Contract Number: G0B06 CFDA Number: 20.513 CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities		

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.

WITNESSETH:

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 participation, using pass-through funds from the Federal Transit Administration (FTA)
Section 5310 ("Enhanced Mobility of Seniors and Individuals with Disabilities") Program, in the Agency's operating
expenses associated with the Agency's provision of transit service(s), transit service(s) that exceed(s) the requirements
of the American with Disabilities Act of 1990, project activity(ies) under this Agreement that improve access to fixed-route
public transit service(s), service(s) that decrease individuals with disabilities' reliance on complementary paratransit
service(s) and/or provision of alternative service(s) to public transportation service(s) that assist seniors and individuals
with disabilities to fulfill their transportation needs in the Lakeland, Florida Urbanized area as defined by 2010 census
data, and as identified in the Agency's grant application on file with the Department

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 \$ 179,754.00. 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 \$ 89,877 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

John Hall

SIGNATORY (PRINTED OR TYPED)

DEPARTMENT OF TRANSPORTATION

Chris Smith

TITLE Director of Transportation Development

SIGNATURE

Chairman

TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding
Approval by Comptroller

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 Urbanized Area, Florida

PROJECT DESCRIPTION: The purpose of this Agreement is to provide for the Department's participation, using pass-through funds from the Federal Transit Administration (FTA) Section 5310, "Enhanced Mobility of Seniors and Persons with Disabilities" Program, in the agency's operating expenses associated with the Agency's provision of transit service(s), transit service(s) that exceed(s) the requirements of the Americans with Disabilities Act of 1990, project activity(ies) under this Agreement that improve access to fixed-route public transit service(s), service(s) that decrease individuals with disabilities' reliance on complementary paratransit service(s), and/or provision of alternative service(s) to public transportation service(s) that assist seniors and individuals with disabilities to fulfill their transportation needs in the Lakeland Urbanized Area, located in Polk County, as identified in the Agency's annual grant application(s) on file with the Department. The list of eligible activities listed above is per the FTA 5310 Circular (FTA C 9070.1G), which is intended to be illustrative, not exhaustive. The Federal Transit Administration (FTA) encourages recipients to develop innovative solutions to meet the needs of seniors and individuals with disabilities in their communities.

SPECIAL CONSIDERATIONS BY AGENCY: The audit report(s) required in paragraph 6.62 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.

The Department recognizes the necessity of, and allows, the Agency to provide public transportation services under this Agreement beyond its geographic boundaries for achievement of effective and efficient public transit services, and for public necessity and convenience.

Federal Transit Administration (FTA) Section 5310 Program-Operating

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 2015/2016
Local Funding	50%	\$89,877.00
Federal Funding	50%	<u>\$89,877.00</u>
	Total	\$179,754.00

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 (1) (a), 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 (1) (a) 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.

Federal Transit Administration (FTA) Section 5310 Program-Operating

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

RESPONSIBILITY

- | | |
|---|---|
| <input checked="" type="checkbox"/> Procurement Requests | Agency |
| <input checked="" type="checkbox"/> Safety Compliance | Agency |
| <input checked="" type="checkbox"/> Specifications | Agency |
| <input checked="" type="checkbox"/> Invoices | Agency |
| <input checked="" type="checkbox"/> Audit Reports | Agency Annually During
Life of Project |
| <input checked="" type="checkbox"/> Project Progress Reports
(In Department approved format) | Agency Annually During
Life of Project |

General Requirements

This Agreement is in conformance with Section 5310 of MAP 21, as amended (49 U.S.C. 5310) and Section 341.051(1)(a) Florida Statutes.

The Section 5310 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5310 funds.

The Section 5310 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to so comply shall constitute a material breach of this contract.

Federal Transit Administration (FTA) Section 5310 Program-Operating

The Section 5310 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, the Section 5310 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

The Section 5310 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 if the agreement exceeds \$100,000.

The Section 5310 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR Part 19, Appendix A, Section 7.

The 5310 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 if this agreement exceeds \$100,000.

The 5310 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (49 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

For any contract over \$2,000 the 5310 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act codified at 40 U.S.C. 3701.

The 5310 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 40 U.S.C. 5311 and 29 CFR Part 215.

The 5310 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5310 subrecipient to be in violation of the FTA terms and conditions.

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.

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.513
CFDA Title: ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES

***Award Amount:** \$89,877.00

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: N/A

****Award is for R&D:** N/A

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

www.ecfr.gov

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*

www.whitehouse.gov/omb/circulars

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*

www.whitehouse.gov/omb/circulars

OMB Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations*

www.whitehouse.gov/omb/circulars

49 USC 5310: Formula Grants for the Enhanced Mobility of Seniors and Individuals With Disabilities

<http://uscode.house.gov/browse.xhtml>

Lakeland Area Mass Transit District
Financial Project Number: 437582-1-84-01

Contract Number: G0B06

Federal Transit Administration (FTA) Section 5310 Program

FTA Circular 9070.1G: Enhanced Mobility of Seniors and Individuals With Disabilities Program Guidance and
Application Instructions

www.fta.dot.gov/legislation_law/12349.html

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

www.fsrs.gov



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 # 16-15

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 437582—84-03, Contract Number G0B06, 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 June 8, 2016

By: _____
(Signature)

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

ATTEST:

_____ (seal)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
June 8, 2016
AGENDA ITEM # 4d

Agenda Item: **Backup Server, Mail Archiver and Network Equipment**

Presenter: David Persaud, Chief Financial Officer

Recommended None: Award Advisement resulting from pre-approval of
Action: Transportation Disadvantage Capital Grant Amendment
dated May 11, 2016.

Anticipated Transportation Disadvantage Capital Grant
Funding Source:

Summary: On May 11, 2016 the Board approve the Transportation
Disadvantage Capital Grant Amendment for which the
District was to purchase Information Technologies (IT)
Equipment necessitated by the Transit Disadvantaged
Program. The District was granted the budget revision in
the amount of \$158,818 (\$142,937 grant funds, \$15,881
local match).

On May 19, 2016, the District issued an Invitation for Bid
#16-030, for qualified firms interested in providing the
immediate delivery of Backup Server, Mail Archiver and
Network Equipment that will meet the needs of the District
and the Information Technologies (IT) Department's
Transit Disadvantaged Project.

The solicitation was provided to the District's registered
vendors and state certified Disadvantaged Business
Enterprise (DBE) and/or Minority Business
Enterprise (MBE). Thirty-three firms received notification
of the posting, of which 30% were DBE firms found
through the BizNet website.

Offers were evaluated on responsiveness and price. A
responsibility review, for the selected firms, was
conducted to ensure the firms were experienced,
adequately staffed, and understood the requirements as
outlined in the solicitation.

AGENDA ITEM # 4d – CONT.

The evaluation resulted in the firms of CDW-Government, LLC and Vology, Inc. being recommended as the most advantageous for the District.

Attachments: Award Analysis

AWARD ANALYSIS AND SUMMARY SHEET**Solicitation Number: 16-030****Contract Information**

- A. Description:** Backup Server, Mail Archiver and Network Equipment
- B. Contractor:** CDW-Government, LLC and Vology, Inc.
- C. Contract Number:** 16-030
- D. Contract Amount:** Base Term (Not to Exceed) \$146,725
- E. Contract Type:** Firm Fixed Unit Price
- F. Term of Contract:** Thirty (30) days base term
- G. Options Available:** One hundred twenty (120) day option terms
- H. Base Term Expiration:** 06/20/16
- I. Options Term(s) Expiration:** 10/20/16
- J. Funding Source:** Transit Disadvantaged Grant

Solicitation Information

- A. Issue Date:** 05/19/16
- B. Number of Notifications Sent:** Twenty-two (22) firms received notification of the solicitation posting, eleven (11) of which are registered DBE's found through the BizNet website.
- C. Date and Time Offers were due:** 05/26/16, 2:00 P.M. Eastern Standard Time
- D. Number of Timely Offers Received:** Two (2)
- E. Price Summary of top two (2) offers:**

	Lots Required by 6/20/16						Optional Lots					
	Lot 1		Lot 2		Lot 3		Lot 4		Lot 5		Lot 6	
Offeror	Backups	Rank	Mail Archiver	Rank	Network	Rank	Server Upgrades	Rank	Storage	Rank	Optional Item - Misc.	Rank
CDW-Gov, LLC	\$ 47,790.00	2	\$ 24,595.00	1	\$ 100,056.00	2	\$ 39,455.00	2	\$ 96,180.00	1	\$ -	
Vology, Inc.	\$ 47,730.50	1	\$ 24,599.64	2	\$ 74,397.98	1	\$ 37,082.19	1	\$ 117,510.66	2	\$ 1,200.00	1
Awardee	Lot 1		Lot 2		Lot 3		Lot 4		Lot 5		Lot 6	
	Vology		CDW-G		Vology		Vology		CDW-G		Vology	

F. Late Offers (if any): None

G. Discussion of Nonresponsive Offers (if any): None

H. Cost Price Reasonableness Summary: Price determined to be fair and reasonable based on a comparison of prior quotes, bids received, and an independent cost estimate.

I. Determination of Responsibility:

Financial Responsibility Survey: The intended awardee(s) is determined to be a financially responsible firm, which submitted the highest ranked offer. They have the capacity to perform this contract and are recommended for award.

Arithmetic Check: Yes

Debarment/Suspension Status: Not on the federal government's debarred /suspended list. Excluded, Debarred, or Suspended List Sites searched: (<http://epls.gov>).

- FL Department of Management Services (http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Office of Inspector General (<http://exclusions.oig.hhs.gov/Default.aspx>)
- System for Award Management (<https://www.sam.gov/portal/public/SAM?portal:componentId>)

J. Protests received (and disposition of any received, if applicable): None.

Determination and Recommendation

CDW-Government, LLC and Vology, Inc. are determined to be a responsive and responsible contractor, which have submitted the highest ranked qualifications through a full and open competition. The offerors have the capacity to perform under this contract and are recommended for award

Prepared: *Leslie Harris*
Purchasing Agent/Contracts Specialist

6-4-16
Date

Prepared: *David L. Leland*
Chief Financial Officer

6-06-16
Date

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
June 8, 2016
AGENDA ITEM # 4e

Agenda Item: **Purchase of Two (2) Para Transit Vehicles**

Presenter: David Persaud, Chief Financial Officer

Recommended Action: None: Award Advisement resulting from pre-approval of Geico Service Agreement dated May 13, 2016.

Anticipated Funding Source: Geico Service Agreement

Summary: On May 11, 2016 the Board approve the execution of the Geico Service Agreement for which two paratransit buses were to be designated for use. The District was provided a budget Not to Exceed amount of \$139,000.

On May 18, 2016, the District issued a Request for Proposal #16-029, for qualified firms interested in providing two immediately available paratransit vehicles.

The solicitation was provided to the District's registered vendors, as well as state certified manufacturers and retailers. Eleven firms received notification of the posting,

Offers were evaluated on responsiveness and best value. A responsibility review, for the selected firm, was conducted to ensure the firm was experienced, adequately staffed, and understood the requirements as outlined in the solicitation.

Offers were evaluated 75% technically and 25% price. The technical review was given a higher weight to ensure that the selected firm understood the requirements as outlined in the solicitation. The price review was given a slightly lesser weight as a price cap was stated within the solicitation.

The Source Evaluation Committee (SEC) reviewed the proposals received in accordance with the Evaluation criteria identified in the solicitation. The offers were reviewed with an award recommendation going to the

AGENDA ITEM # 4e – CONT.

highest ranked offeror that best demonstrated the ability to meet the needs of the District. A responsibility review was conducted to verify the firm's ability to perform the specified services. The evaluation resulted in the firm of Alliance Bus Group being recommended as the best value for the District.

Attachments: Award Analysis

F. Late Offers (if any): None

G. Discussion of Nonresponsive Offers (if any): None

H. Cost Price Reasonableness Summary: Price determined to be fair and reasonable based on a comparison to all offers received and current market value.

I. Determination of Responsibility:

Financial Responsibility Survey: The intended awardee is determined to be a financially responsible firm, which submitted the highest ranked offer. They have the capacity to perform this contract and are recommended for award.

Arithmetic Check: Yes

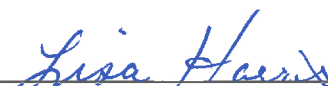
Debarment/Suspension Status: Not on the federal government's debarred /suspended list. Excluded, Debarred, or Suspended List Sites searched: (<http://epls.gov>).

- FL Department of Management Services (http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- Office of Inspector General (<http://exclusions.oig.hhs.gov/Default.aspx>)
- System for Award Management (<https://www.sam.gov/portal/public/SAM?portal:componentId>)

J. Protests received (and disposition of any received, if applicable): None.

Determination and Recommendation

Alliance Bus Group is determined to be a responsive and responsible contractor, which have submitted the highest ranked offer through a full and open competition. The offeror has the capacity to perform under this contract and are recommended for award

Prepared:  6-4-16
Purchasing Agent/Contracts Specialist Date

Prepared:  6-6-16
Chief Financial Officer Date

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
June 8, 2016
AGENDA ITEM # 4f

Agenda Item: **Ultra Low Sulfur Diesel Fuel (Bulk Fuel)
and Regular Unleaded 87 Octane Gasoline.**

Presenter: David Persaud, CFO

Recommended

Action: Recommend Board approve award of Contract #16-027
for Ultra Low Sulfur Diesel Fuel and Regular Unleaded
Fuel to James River Solutions, each for a one (1) year base
term.

Anticipated

Funding Source: State Grant AQQ77

Summary: On April 25, 2016, the District entered into a consortium
purchase with Pinellas Suncoast Transit Authority
(PSTA), City of St. Petersburg (COSP), Hillsborough
Transit Authority (HART), Hillsborough County Board of
County Commissioners (HCCBOCC), and the Polk County
Board of County Commissioners (PCBOCC) for the
purchase of No. 2 Ultra Low Sulfur Diesel Fuel and
Regular Unleaded 87 Octane Gasoline. An Invitation for
Bid (IFB) #19877 was issued by HART, legally advertised
and publicly posted on their website.

Twenty-two (22) firms received notification of the
posting, with eight (8) timely offers received.

- Of the bids submitted for diesel fuel with transport truck
deliveries (7,500 gallons) the firm of James River
Solutions, LLC has been found to be a responsive
responsible firm offering the best price at a rate of
<\$0.0264> per gallon, under the OPIS (Oil Price Index
Service) rack average. This price is <\$0.0010> less than
that previously paid under the HART Fuel Consortium.

- Of the bids submitted for unleaded fuel with tank wagon
deliveries (500 up to 4,000 gallons) the firm of James
River Solutions has been found to be a responsive

AGENDA ITEM # 4f – CONT.

responsible firm offering the best price at a rate of \$0.0900 per gallon, over the OPIS (Oil Price Index Service) rack average. This price is \$0.0100 over that previously paid under the HART Fuel Consortium.

Attachments: Contract Award Analysis and Summary Sheets

CONTRACT AWARD ANALYSIS
(Invitation for Bid)
HART-IFB No. 19877 / LAMTD-No.16-027

Contract Information

- A. Description:** Regular Unleaded and Diesel Fuel
- B. Contractor:** James River Solutions, LLC
- C. Contract Number:** 16-027
- D. Contract Amount:** Line 7 - OPIS Diesel Transport Truck Delivery Contract (LAMTD), Markup Per Gallon negative (\$0.0264).

Line 8 - OPIS Regular Unleaded 87 Octane Gasoline Tank Wagon Delivery Contract (LAMTD), Markup Per Gallon \$0.0900
- E. Contract Type:** Indefinite Quantity/Indefinite Delivery
- F. Term of Contract:** October 1, 2016 to September 30, 2017
- G. Funding Source:** State Grant AQQ77 and Local Funds

Solicitation Information


- H. Issue Date:** April 25, 2016
- I. Number of Notifications Sent:** Twenty two (22). The solicitation was posted on HART's website and Onvia DemandStar, and advertised in The Tampa Tribune and Hispanic Business Initiation Fund.
- J. Date and Time for Offer Receipt:** June 01, 2016, 3:30 p.m. Local Time
- K. Timely Offers Received:** Eight (8)
- L. Bid Evaluation:** James River Solutions, LLC submitted the lowest bid for Line Item 7, Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery), and Line Item 8, Diesel Fuel via OPIS (Transport Truck Delivery). The bids was responsive the solicitation requirements.
- M. Price Review:** Prices were determined to be fair and reasonable based on a comparison to other offers received.

IFB-19877 BID TABULATION FUEL PURCHASES MADE 10/1/2016 - 9/30/2017		Env #1	Env #2	Env #3	Env #4	Env #5	Env #6	Env #7	Env #8	FY-16 MARK UP	Difference
		Mansfield	TAC Energy	Indigo Energy Partners	Palmdale	James River	RKA Petroleum	Petroleum Traders	J. H. Williams		
Line Item	Description	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon	Markup Per Gallon		
OPTION 12-MONTH TERM - LAMTD											LAMTD
7	Diesel Fuel Purchased via OPIS (Transport Truck Delivery)	{0.0127}	{0.0018}	0.0007	0.0164	{0.0264}	0.0214	0.0109	0.0050	{0.0254}	0.0010
8	Regular Unleaded 87 Octane Gasoline Purchased via OPIS (Tank Wagon Delivery)	0.0961	0.1655	No Bid	0.11	0.0900	0.1935	No Bid	0.2500	{0.0254}	{0.1154}

N. Determination of Responsibility: James River Solutions, LLC has been incorporated in the state of Virginia for over 10 year. They are not on the federal government's debarred /suspended list (<https://www.sam.gov/portal/public/SAM/>), nor do they appear on the State of Florida List of Convicted/Suspended/Discriminatory Vendor list: (http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists). A responsibility review was conducted of James River Solutions, including a review of their financial and legal capacity to contract with HART.

O. Determination and Recommendation: The bid submitted by James River Solutions was responsive to the solicitation requirements. In addition the firm of James River Solutions has been deemed a responsible vendor and is, therefore, eligible for award.

Prepared:  6/4/16
Contracts Specialist

Reviewed and Approved:  6/4/16
Chief Financial Officer

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #4(g)

- Agenda Item:** Resolution and Florida Commission for the Transportation Disadvantaged (CTD) Trust Fund Trip/Equipment Grant Agreement for FY 2016/2017.
- Presenter:** David Persaud, CFO.
- Recommended Action:** Recommend that the Board approve the Trips and Equipment Grant with the CTD July 1, 2016 through June 30, 2017 with corresponding Resolution #16-18
- Financial Impact:** \$1,240,365 Grant Funding, \$137,818 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.
- Attachment:** Trip and Equipment Grant Agreement and Resolution.

**AUTHORIZING RESOLUTION #16-18
FOR
TRANSPORTATION DISADVANTAGED TRUST FUND**

A RESOLUTION of the Lakeland Area Mass Transit District (Recipient), hereinafter BOARD, hereby authorizes the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD is eligible to receive a Transportation Disadvantaged Trust Fund Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to enter into this grant agreement.
2. The BOARD authorizes the Chairman to execute the grant agreement on behalf of the BOARD with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes the Chairman to sign any and all agreements or contracts which are required in connection with the grant agreement.
5. The BOARD authorizes the Chairman to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the agreement or subsequent agreements.

DULY PASSED AND ADOPTED THIS 8 DAY OF June 2016

Lakeland Area Mass Transit District

John Hall

Typed name of Chairperson

Signature of Chairperson

ATTEST: Tim Darby

BY: _____

Attorney

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #4(h)

Agenda Item: **Federal Transit Administration (FTA) Grant Applications for the LAMTD Section 5307 funds and corresponding Resolution.**

Presenter: David Persaud, CFO

Recommended
Action: Recommend Approval to apply for the Federal Transit Administration (FTA) Section 5307 Grant Funds, as Designated Recipient and under the Countywide Transit System Agreement.

Summary: The District is submitting a grant application to the Federal Transit Administration (FTA) under Section 5307 operating assistance, more specifically to operate specific Lakeland Area urban routes and to perform preventative maintenance.

The pending application is in response to FTA funding apportionments for the Lakeland Urbanized Area for FY 2016-2017.

Funding: This grant requires both 80/20 match for preventative maintenance and 50/50 match for operations, the FTA shall provide \$2,611,507 with the District providing \$2,121,849 in matching funds for a total of \$4,733,356.

Attachments: Resolution 16-



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, Keith Merritt
City of Lakeland Commissioner, Don Selvage
Executive Director: Tom Phillips

RESOLUTION # 16-19

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 Federal Transit Administration, 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 through Federal Transit Administration, as authorized by the Federal Transit Administration Act of 1964, as amended;

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

1. This resolution applies to Federal Program(s) under 49 U.S.C. Section(s) 5307.
2. The submission of a grant application(s), supporting documents, and assurances to the Federal Transit Administration is approved
3. The Chairman of the Board authorizes the Executive Director of the Lakeland Area Mass Transit District 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 June 8, 2016

By: _____
(Signature)

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

ATTEST:

_____ (seal)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #5(a)

Agenda Item: **Legal**

Presenter: Tim Darby

Recommended
Action: 2016-2017 LAMTD Board Schedule Resolution #16-16

Summary: Oral Presentation

Attachments: Resolution #16-16

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #5(b)

Agenda Item: **LAMTD Board Meeting Schedule Change**

Presenter: Tim Darby

Recommended
Action: LAMTD Board Schedule Change Resolution #16-17

Summary: Oral Presentation

Attachments: Resolution #16-17

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #5(c)

Agenda Item: Peace River UAP Renewal

Presenter: Tim Darby

Recommended
Action: Approval of the Peace River UAP Renewal

Summary: Oral Presentation

Attachments: Peace River UAP

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
FEBRUARY 10, 2016
AGENDA ITEM #6

Agenda Item: FAST Act 2015 update

Presenter: Erin Killebrew, Director of Government & Community
Relations

Recommended
Action:

None

Summary: Oral Presentation

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 9, 2016
AGENDA ITEM #7

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

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None

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

Agenda Item: Executive Updates

Presenter: Tom Phillips, Executive Director

Recommended
Action: Oral Presentation

Summary:

- Monthly Activities Report
- Fixed, ParaTransit and UAP Ridership Update

May 2016

May 2016							June 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30		
29	30	31											

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 1	2 9:00am Mary Lynne & Tom 1/1 (Tom's office) - Marcy Harrison	3 9:00am Senior Staff Meeting 10:00am Dean and Tom 1/1 (Tom's Office) - Harrison 12:00pm Mulberry Jk	4 Copy: Board of Directors 7:00am 2016 Legislative Wrap Up Breakfast 1:00pm Supervisor	5 9:00am Bill and Tom 1/1 (Tom's Office) - Harrison 10:30am Weekly Meetings with Darby 12:00pm Merritt Political 2:00pm 1/1 with David	6 8:30am S.M.A.R.T. Shuttle (Finance) 11:00am Lunch w Satchell 12:00pm Out of Office	7 8:30am S.M.A.R.T. Shuttle (Finance) 11:00am Lunch w Satchell 12:00pm Out of Office
8 Mother's Day (United States)	9 8:30am WLKF 1430 AM Studio Radio Talk 10:00am Dean and Tom 1/1 (Tom's Office) - Marcy Harrison 1:30pm FW: TD LCB 3:00pm Meeting with	10 8:30am Email Ridership Update to LAMTD 9:00am Senior Staff Meeting 10:00am Grants Meeting 1:00pm Mary Lynne & Tom 1/1 (Tom's Office) - Marcy Harrison	11 8:00am LAMTD Strategic Planning Meeting (Lakeland Center) - Marcy Harrison	12 9:00am Bill and Tom 1/1 (Tom's Office) - Harrison 10:30am Weekly Meetings with Darby 2:00pm 1/1 with David	13 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison 12:00pm Ryan Genson (Spice Cafe-Lakeland) 1:00pm Chicago	14 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison 12:00pm Ryan Genson (Spice Cafe-Lakeland) 1:00pm Chicago
15	16 9:00am Mary Lynne & Tom 1/1 (Tom's office) - Marcy Harrison	17 9:00am Senior Staff Meeting 9:30am Dean and Tom 1/1 (Tom's Office) - Marcy Harrison 10:00am Grants Meeting 11:30am Tiger Bay - Harrison	18 8:30am Mtg with Rex Dimming (1212 George Jenkins Blvd.) 1:00pm Supervisor, Superintendent	19 7:45am Club Success 10:30am Weekly Meetings with Darby 11:00am Citrus 11:45am Presentation to Tom 1/1 with David	20 9:00am Bill and Tom 1/1 (Tom's Office) - Harrison 11:00am Annual Commuter Service 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison	21 9:00am Bill and Tom 1/1 (Tom's Office) - Harrison 11:00am Annual Commuter Service 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison
22	23 9:00am Mary Lynne & Tom 1/1 (Tom's office) - Marcy Harrison	24 9:00am Senior Staff Meeting 10:00am Dean and Tom 1/1 (Tom's Office) - Marcy Harrison 12:00pm Castro Lunch 5:30pm Donovan	25 1:00pm Supervisor, Superintendent, Managers, & Senior Staff Meeting (Hollingsworth)	26 8:30am Aaron and Tom 1 on 1 (1212) - Marcy Harrison 10:30am Weekly Meetings with Darby 1:00pm 1/1 with David 2:00pm Administration	27 8:30am Aaron and Tom 1 on 1 (1212) - Marcy Harrison 10:30am Weekly Meetings with Darby 1:00pm 1/1 with David 2:00pm Administration	28 8:30am Aaron and Tom 1 on 1 (1212) - Marcy Harrison 10:30am Weekly Meetings with Darby 1:00pm 1/1 with David 2:00pm Administration
29	30 Memorial Day (United States) 9:00am Mary Lynne & Tom 1/1 (Tom's office) - Marcy Harrison	31 10:00am Dean and Tom 1/1 (Tom's Office) - Marcy Harrison	Jun 1 10:00am Supervisor, Superintendent, Managers, & Senior Staff Meeting (Hollingsworth)	2 9:00am Bill and Tom 1/1 (Tom's Office) - Harrison 10:30am Weekly Meetings with Darby 12:00pm Merritt Political 2:00pm 1/1 with David	3 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison 12:00pm Ryan Genson (Spice Cafe-Lakeland) 1:00pm Chicago	4 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison 12:00pm Ryan Genson (Spice Cafe-Lakeland) 1:00pm Chicago

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

Agenda Item: **UAP and Ridership Report**

Presenter: Tom Phillips, Executive Director

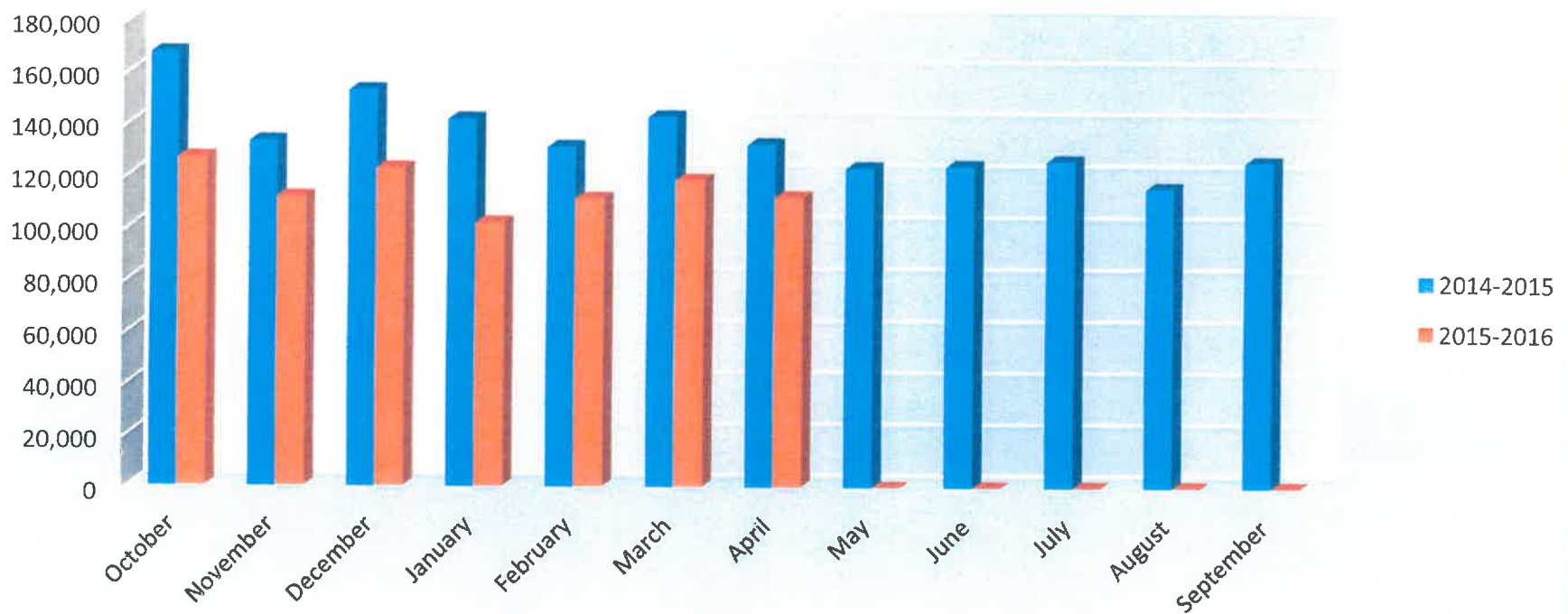
Recommended
Action: Information only

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

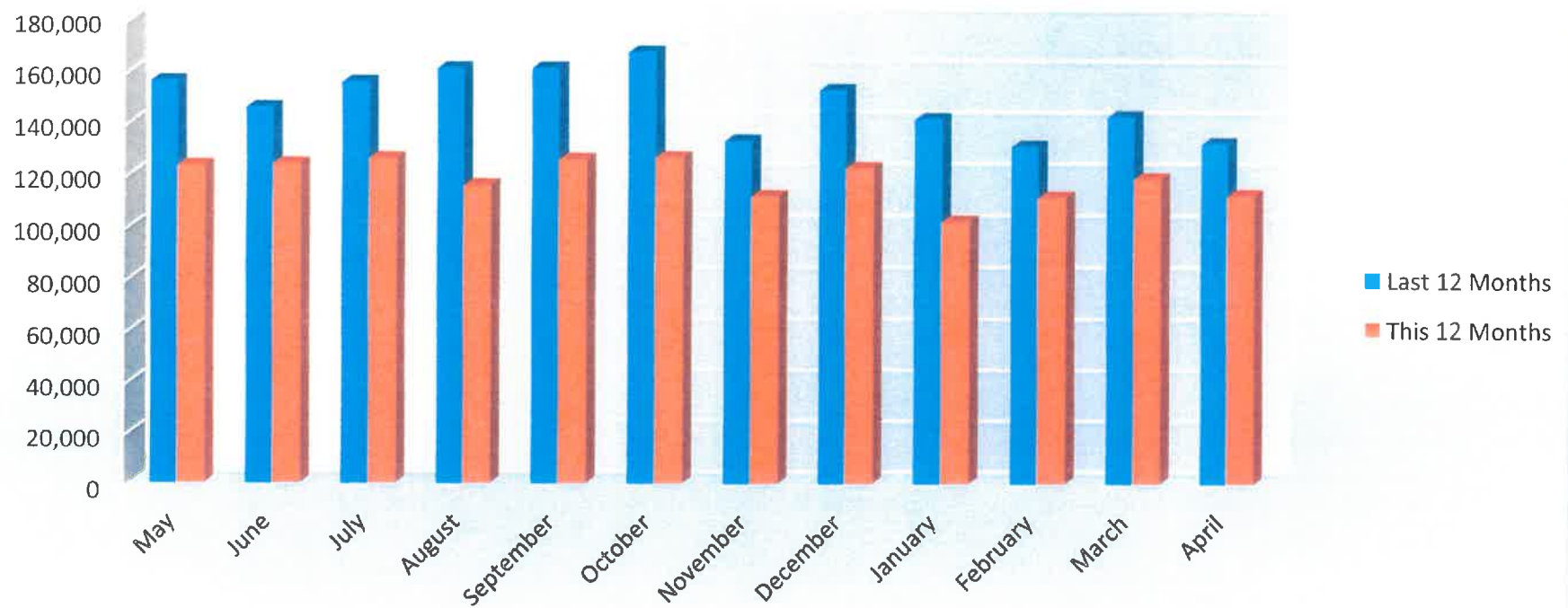
Attachments: UAP and Ridership Report

UAP Ridership Totals 2015-16	LAMTD	WHAT	Total
March	17,113	10,492	27,605
April	15,834	11,055	26,889
UAP Ridership 2015-16	LAMTD	WHAT	Total
Polk State College			
March	3,566	1,446	5,012
April	3,409	1,655	5,064
LEGOLAND			
March	176	1,477	1,653
April	170	1,415	1,585
South Eastern University			
March	235	63	298
April	304	34	338
Everest University			
March	644	103	747
April			
COLTS			
March	2,275	1,964	4,239
April	2,123	1,664	3,787
Veterans			
March	3,522	1,223	4,745
April	3,305	1,228	4,533
Southern Technical College			
March	313	707	1,020
April	284	648	932
Polk Health Care			
March	2,919	1,141	4,060
April	2,657	1,163	3,820
Polytechnic			
March	1,333	43	1,376
April	1,317	51	1,368
Central Florida Healthcare			
March	1,687	344	2,031
April	1,818	416	2,234
New Beginnings High School			
March	443	1,981	2,424
April	447	2,781	3,228

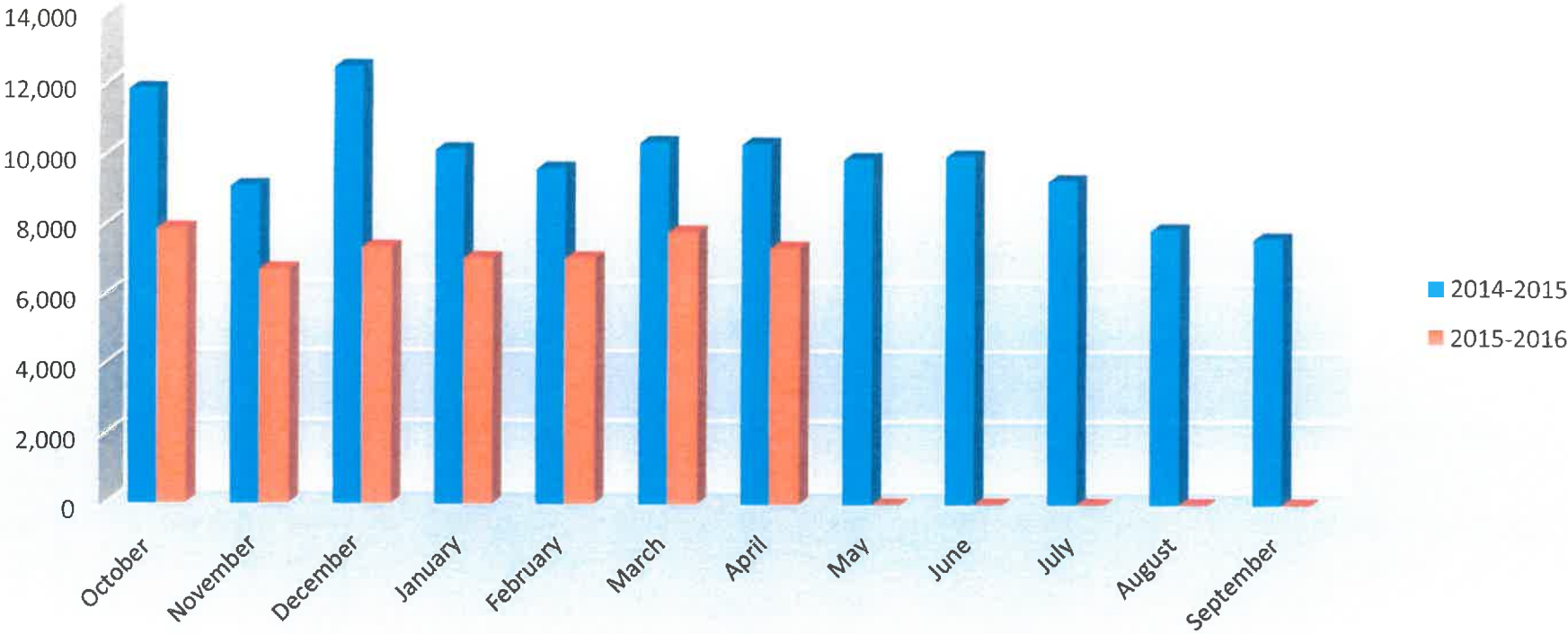
Citrus Connection and PCTS Fixed Route Total Ridership



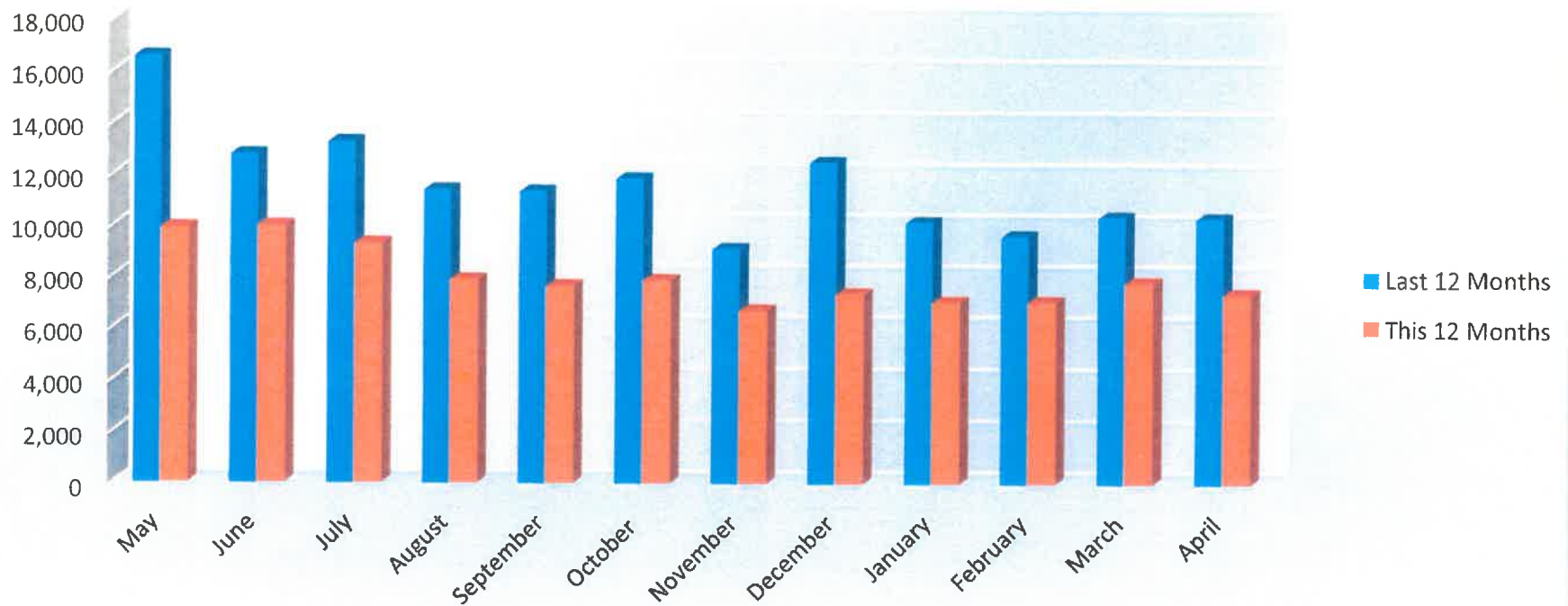
Citrus Connection Fixed Over 12 Months



Citrus Connection and PCTS Para-Transit Total Ridership



Citrus Connection 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	102,106	-28%
February	157,540	131,235	111,488	-15%
March	152,174	142,894	118,707	-17%
April	160,032	132,400	112,176	-15%
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	
Totals	1,870,842	1,618,237	805,864	-20%

Citrus Connection and PCTS Para-Transit Totals				
	2013-2014	2014-2015	2015-2016	Change
October	17,426	11,849	7,846	-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	7,780	-25%
April	17,370	10,323	7,334	-29%
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	
Totals	178,142	118,503	51,027	-31%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #8(b)

Agenda Item: Strategic Planning Summary - KSI

Presenter: Tom Phillips, Executive Director

Recommended
Action: Oral Presentation

Summary: Strategic Planning Summary



Strategic Planning Retreat Summary
Prepared by Larry Ross, Facilitator
May 10, 2016

Prior to the retreat a survey was administered to the board and the key staff that was designed to assess the current situation in the context of a SWOT analysis. The results of the survey served as the backdrop for the board discussions. The retreat began with Larry Ross setting the expectations for the day. Following a public hearing the board returned to a facilitated discussion designed to build consensus following a thorough review of the firm's current situation. Close examination of both the internal and external dimensions was initiated in the pre-retreat interviews and surveys. During the retreat this information was shared and the discussion focused first on updating and building consensus on the position of the organization.

Key Strengths:

- People
- Leadership (board and staff)
- Reputation (brand equity)
- Infrastructure (location/position)
- Coherent government support
- First choice for narrow market segment
- Employer of choice (pay/benefits/environment)

Major Opportunities

- Focus
- New Ridership (economic growth, market-driven, exceeding expectations)
- Changing public perception (locally/regionally-incrementally, not macro)
- Millennial demographic (size, forecast)
- Senior demographic
- Private, "Last Mile" partnerships
- Reputation as good stewards of tax \$
- Empower Innovation (risk taking)
- Become "Best in Class" (peer group)
- Expand District boundaries (county-wide, Plant City, ??)

Key Weaknesses

- Lack of resources (\$)
- Macro public perception (necessary evil, tolerated . . .)
- Lack of employer support
- Service levels/geographic coverage
- Limited demand in primary market
- Inconsistent branding

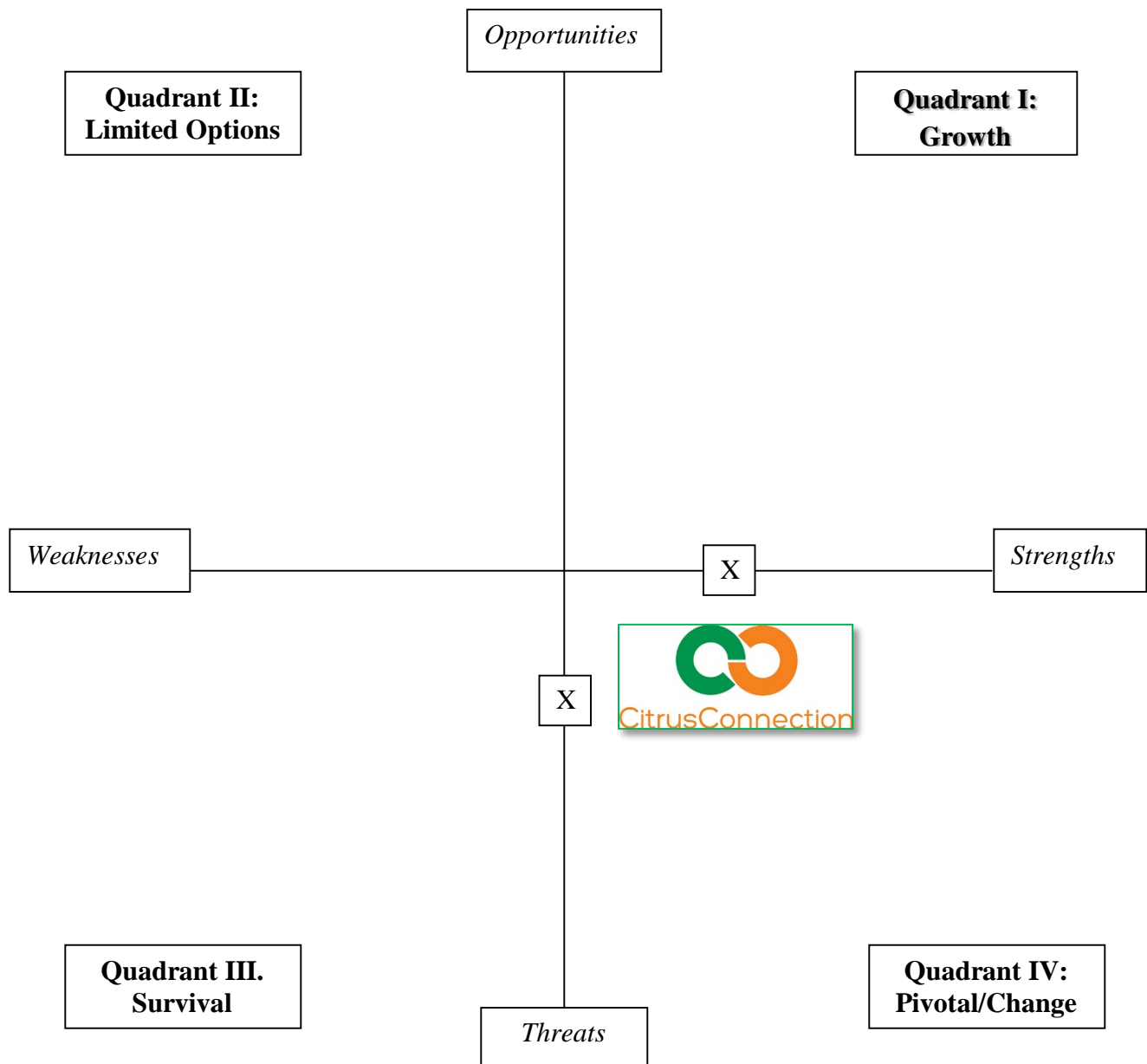
Major Threats

- Entrenched demographic (Boomers)
- Conflicting government regulations
- Transportation alternatives
- Lack of relevance
- Political shift/distrust of government
- Labor markets

There was some debate concerning the level of opportunities versus threats. Following a thoughtful discussion, the board reached consensus on the appropriate position of the organization within the four quadrant SWOT model. The internal dimension was seen as somewhat stronger (and trending) with some notable weaknesses that should be addressed in the near term. The external dimension was more difficult to assess and after discussion the consensus was that the threats were somewhat more significant than the possible opportunities. This results in the Citrus Connection being classified as a

Quadrant IV. organization with a strategic imperative to “Pivot.” Strategic implications may include the sourcing or re-allocating of key resources directed towards minimizing the remaining weaknesses while maintaining or enhancing the strengths of the organization and developing new strategies for mitigating the latent threats.

The discussion shifted from the current situation analysis to a thoughtful identification of the strategic issues under consideration. The board members were asked to review the SWOT items and cluster related items. The result was the identification and prioritization of four Key Strategic Initiatives (KSIs) for subsequent investigation and development of corresponding action plans. (*see following templates*)



Four Key Strategic Issues (KSIs) were identified during the discussion:

- 1) New Ridership (outside of the traditional public transportation market segment)
- 2) Five Year Focus (including vision and rebranding)
- 3) Five Year CIP (reflecting Five Year Focus and New Ridership KSIs)
- 4) Talent Management (acquisition, succession planning, organizational structure)

Next Steps:

The board will adopt a monthly meeting schedule in conjunction with regularly scheduled board meetings to address the development of strategic measurable outcomes related to each of the four KSIs. As outcomes are identified, work will begin on the development of corresponding action steps, timelines for completion and assigned responsibilities. The goal is to have a completed draft of the plan submitted for board approval at the September board meeting.

The retreat adjourned at 12:30 pm.

Respectfully submitted
Larry Ross

Key Strategic Initiative	Ideal Outcome	Action Steps	Timeline	Responsibility
I. NEW RIDERSHIP	A. Sponsored ridership to reach X,XXX by 2021	1. 2. 3. 4.		
	B. Average age of rider lowered by 20% by 2021	1. 2. 3. 4.		
	C. Percent of new ridership revenue to exceed XX% of total revenue.	1. 2. 3. 4.		
	D. Geographic expansion	1. 2. 3. 4.		
	E. Development of a comprehensive "New Ridership" marketing plan <ul style="list-style-type: none"> • Objectives • Budget • Media • Timing • Evaluation • Crisis plan • Targeted audiences 	1. 2. 3. 4.		
	H.	1. 2. 3. 4.		

Key Strategic Initiative	Ideal Outcome	Action Steps	Timeline	Responsibility
II. FIVE YEAR FOCUS	A. Revise Vision Statement	1. 2. 3. 4.		
	B. Re-brand/re-name	1. 2. 3. 4.		
	C. Geographic expansion	1. 2. 3. 4.		
	D.	1. 2. 3. 4.		
	E.	1. 2. 3. 4.		
	F.	1. 2. 3. 4.		

Key Strategic Initiative	Ideal Outcome	Action Steps	Timeline	Responsibility
III. FIVE YEAR CIP	A.	1. 2. 3. 4.		
	B.	1. 2. 3. 4.		
	C.	1. 2. 3. 4.		
	D.	1. 2. 3. 4.		

Key Strategic Initiative	Ideal Outcome	Action Steps	Timeline	Responsibility
III. TALENT MANAGEMENT	A.	1. 2. 3. 4.		
	B.	1. 2. 3. 4.		
	C.	1. 2. 3. 4.		
	D.	1. 2. 3. 4.		

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 8, 2016
AGENDA ITEM #8(c)

Agenda Item: Polytechnic Update

Presenter: Tom Phillips, Executive Director

Recommended
Action: Oral Presentation

Summary: N/A