

**LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.
January 11, 2017, at 8:30 a.m.**

Call to Order for LAMTD Board of Directors Meeting / Roll Call

- | | |
|---|----------|
| 1. Election of Board Officers | Approval |
| 2. Approval of Minutes | Approval |
| 3. Public Comments | |
| 4. Financial Matters / David Persaud | |
| (a) LAMTD Financials | None |
| (b) PCTS Financials | Approval |
| (c) Modular Award Analysis | Approval |
| (d) TD Trip & Equipment Grant Agreement Amendment | Approval |
| (e) JPA Rural 5311 Resolution #17-03 | Approval |
| 5. Human Resources / Steve Schaible | |
| (a) LAMTD Organizational Chart – updated | Approval |
| 6. Executive Update / Tom Phillips | |
| (a) Activity Calendar | None |
| (b) UAP & Ridership Report | None |

****Retirement of Dean Kirkland-McMillan

7. Other Business

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #1

Agenda Item: Election of Officers

Presenter: Marcy Harrison

Recommended

Action: The Board of Directors elect a Chair, Vice-Chair, and Secretary to serve for a period of eleven months beginning, January 11, 2017, through the close of the December 2017 meeting.

Summary: The Lakeland Area Mass Transit District Board of Directors conducts an election to select members to serve as Chair, Vice-Chair, and Secretary for a one year period.

Current Officials: John Hall, Chairman
George Lindsey, Vice-Chairman
Jim Malless, Secretary

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #2

Agenda Item: Approval of December 14, 2016, LAMTD Board
of Directors Meeting Minutes

Presenter: Marcy Harrison

Recommended

Action: Board of Directors approve the Minutes of the
December 14, 2016 LAMTD Board of Directors
Meeting.

Attachments: December 14, 2016, LAMTD Board of Directors
Meeting Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MINUTES
DECEMBER 14, 2016

Directors:

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

Executive Director: Tom Phillips
Executive Assistant: Marcy Harrison

Call to Order

8:30 a.m. By Chairman John Hall

Roll Call

Present

Commissioner Salvage
Commissioner Malless
Commissioner Lindsey

Excused

Commissioner Walker
Commissioner Hall

Agenda Item #1 – Approval of the Minutes

Approval request for the approval of the December 14, 2016 LAMTD Board of Director meeting minutes.

“Approval December 14, 2016 Board of Directors Meeting Minutes”

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

Agenda Item #3 – Recognitions

- a) Wes Warren – Winner of the Biggest Loser
- b) Jane Waters-Thomas - Arts in Transit Coordinator for the District
- c) Cheryl Roscillo – GEM Award recipient for December 2016

Agenda Item #4 – Finances / David Persaud, CFO

David Persaud, CFO presented to the Board the items listed below:

a) LAMTD Financials



REVENUES:	Account	Month				YTD				Approved Annual Budget
		Actual	Budget	Variance		Actual	Budget	Variance		
				\$'s	%			\$'s	%	
	Farebox/Pass Sales	\$ 52,924	\$ 70,711	\$ (17,786)	-25%	\$ 52,924	\$ 70,711	\$ (17,786)	-25%	\$ 848,530
	Contract Income (UAP)	\$ 13,844	\$ 20,280	\$ (6,436)	-32%	\$ 13,844	\$ 20,280	\$ (6,436)	-32%	\$ 243,120
	Other Contract Revenue	\$ 29,746	\$ 24,078	\$ 5,670	24%	\$ 29,746	\$ 24,078	\$ 5,670	24%	\$ 288,910
	Miscellaneous Income	\$ 846	\$ 833	\$ 13	2%	\$ 846	\$ 833	\$ 13	2%	\$ 10,000
	Advertising Revenue	\$ 404	\$ 14,500	\$ (14,096)	-97%	\$ 404	\$ 14,500	\$ (14,096)	-97%	\$ 174,000
	Investment/Interest Income (net)	\$ 4,382	\$ 833	\$ 3,548	426%	\$ 4,382	\$ 833	\$ 3,548	426%	\$ 10,000
	Ad Valorem Income, net	\$ -	\$ 324,372	\$ (324,372)	-100%	\$ -	\$ 324,372	\$ (324,372)	-100%	\$ 3,602,460
	FDOT Operating Grant	\$ -	\$ 137,002	\$ (137,002)	-100%	\$ -	\$ 137,002	\$ (137,002)	-100%	\$ 1,644,020
	Federal Operating Grant	\$ -	\$ 217,626	\$ (217,626)	-100%	\$ -	\$ 217,626	\$ (217,626)	-100%	\$ 2,611,510
	Charitable Contributions	\$ -	\$ 12,531	\$ (12,531)	-100%	\$ -	\$ 12,531	\$ (12,531)	-100%	\$ 150,370
	Cost Recovery	\$ 13,087	\$ 3,109	\$ 9,978	321%	\$ 13,087	\$ 3,109	\$ 9,978	321%	\$ 37,310
	Barrow Express	\$ 1,881	\$ 3,274	\$ (1,394)	-43%	\$ 1,881	\$ 3,274	\$ (1,394)	-43%	\$ 39,290
	PCTS - Support Cost Reimb.	\$ 37,841	\$ 37,841	\$ (0)	0%	\$ 37,841	\$ 37,841	\$ (0)	0%	\$ 454,000
	Reserve									
TOTAL REVENUES		\$ 154,954.78	\$ 886,968	\$ (732,013)	-82%	\$ 154,954.78	\$ 886,968	\$ (732,013)	-82%	\$ 10,403,610
ELIGIBLE EXPENSES:										
	Salaries	\$ 321,383	\$ 372,057	\$ (50,674)	-14%	\$ 321,383	\$ 372,057	\$ (50,674)	-14%	\$ 4,464,600
	Employee Benefits	\$ 147,802	\$ 186,011	\$ (38,209)	-21%	\$ 147,802	\$ 186,011	\$ (38,209)	-21%	\$ 2,232,134
	Advertising Fees	\$ -	\$ 1,125	\$ (1,125)	-100%	\$ -	\$ 1,125	\$ (1,125)	-100%	\$ 13,500
	Professional & Technical Ser	\$ 5,116	\$ 31,490	\$ (26,374)	-84%	\$ 5,116	\$ 31,490	\$ (26,374)	-84%	\$ 377,881
	Contract Maintenance Services	\$ 5,228	\$ 8,196	\$ (2,968)	-36%	\$ 5,228	\$ 8,196	\$ (2,968)	-36%	\$ 98,350
	Other Services	\$ 2,778	\$ 3,352	\$ (575)	-17%	\$ 2,778	\$ 3,352	\$ (575)	-17%	\$ 40,229
	Fuel & Lubricants	\$ 37,790	\$ 47,585	\$ (9,795)	-21%	\$ 37,790	\$ 47,585	\$ (9,795)	-21%	\$ 571,020
	Freight	\$ 104	\$ 292	\$ (188)	-64%	\$ 104	\$ 292	\$ (188)	-64%	\$ 3,500
	Repairs & Maintenance	\$ 96	\$ 3,708	\$ (3,613)	-97%	\$ 96	\$ 3,708	\$ (3,613)	-97%	\$ 44,500
	Materials & Supplies	\$ 28,075	\$ 57,049	\$ (30,075)	-54%	\$ 28,075	\$ 57,049	\$ (30,075)	-54%	\$ 684,590
	Utilities/Telephone	\$ 4,506	\$ 9,167	\$ (4,661)	-51%	\$ 4,506	\$ 9,167	\$ (4,661)	-51%	\$ 110,000
	Physical Damage Insurance	\$ 1,851	\$ 2,267	\$ (416)	-18%	\$ 1,851	\$ 2,267	\$ (416)	-18%	\$ 27,200
	Liab & Prop Damage Insurance	\$ 16,982	\$ 19,433	\$ (2,451)	-13%	\$ 16,982	\$ 19,433	\$ (2,451)	-13%	\$ 233,200
	Other Corporate Insurance	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 167	\$ (167)	-100%	\$ 2,000
	Dues & Subscriptions	\$ 6,621	\$ 3,483	\$ 3,138	90%	\$ 6,621	\$ 3,483	\$ 3,138	90%	\$ 41,792
	Education/Training/Meeting/Travel	\$ 7,598	\$ 6,646	\$ 953	14%	\$ 7,598	\$ 6,646	\$ 953	14%	\$ 79,750
	Service Charges	\$ 1,562	\$ 917	\$ 645	70%	\$ 1,562	\$ 917	\$ 645	70%	\$ 11,000
	Office Expense	\$ 528	\$ 9,237	\$ (8,709)	-94%	\$ 528	\$ 9,237	\$ (8,709)	-94%	\$ 110,845
	Advertising & Promotions	\$ 600	\$ 1,667	\$ (1,067)	-64%	\$ 600	\$ 1,667	\$ (1,067)	-64%	\$ 20,000
	Miscellaneous Expenses	\$ (44)	\$ 359	\$ (403)	-112%	\$ (44)	\$ 359	\$ (403)	-112%	\$ 4,310
	Property Appraiser/Tax Collector Comm	\$ 17,699	\$ 12,283	\$ 5,416	44%	\$ 17,699	\$ 12,283	\$ 5,416	44%	\$ 147,400
	LDDA, CRA Contributions	\$ -	\$ 12,167	\$ (12,167)	-100%	\$ -	\$ 12,167	\$ (12,167)	-100%	\$ 146,000
	Capital Expenditures/ Debt Service	\$ 11,014	\$ 57,883	\$ (46,869)	-81%	\$ 11,014	\$ 57,883	\$ (46,869)	-81%	\$ 694,600
	Bad Debt	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 167	\$ (167)	-100%	\$ 2,000
	Restricted Contingency	\$ -	\$ 20,280	\$ (20,280)	-100%	\$ -	\$ 20,280	\$ (20,280)	-100%	\$ 243,120
TOTAL ELIGIBLE EXPENSES:		\$ 615,298	\$ 846,798	\$ (231,410)	-27%	\$ 615,298	\$ 846,798	\$ (231,410)	-27%	\$ 10,403,610
NET REVENUES OVER										
(UNDER) EXPENSES		\$ (460,343)	\$ 20,280	\$ (480,623)		\$ (460,343)	\$ 20,280	\$ (480,623)		\$ (0)

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date October 31, 2016
FY 2016-2017

Year to Date October 31, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	8.3%	\$866,968	\$154,955	18%	\$10.4 Million
Expenses YTD	8.3%	\$846,708	\$615,298	73%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through October 31, 2016 totaled \$154,955 or 18% of the YTD budget.

Farebox and all contract revenues reflect 84% of budgeted revenues through October 31, 2016. The revenues are under budget due to several reasons, contractual revenues from RAMCO \$93,000 and UAP are lagging. Farebox revenues are under budget \$17,786 due to decline in ridership and some comingling of revenue that is being addressed.

- Ad Valorem taxes reflect no revenue. The total budgeted revenues are \$3.9 million. Revenues are under budget since only 95% of the taxes are budgeted and due date is November 2016.

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 \$1.6 million is being billed quarterly with no revenue YTD. 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 with no revenue YTD. 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 is also lagging.
- The Support cost reimbursement revenue is in line with 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 October 31, 2016 totaled \$.60 million or 73% of the YTD budget.

- Salaries and benefits represent 65% of the FY 2016-2017 budget. As of October 31, 2016 these expenses totaled \$469,000 million or 84% of the YTD budget of \$558,000 and is under budget.
- Professional and Technical Services expenses totaled \$5,116 of the YTD budget; a favorable variance.
- Other services expenses totaled \$2,778 of the YTD budget, a favorable variance.
- Fuel expenses totaled \$38,000 YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$26,000 under budget, a favorable variance.
- Advertising promotion expenses totaled \$600 under budget, offset with revenues.
- Dues and subscriptions, and office supplies are over budget due to payment for Florida Public Transportation.
- Property appraiser, Tax Collector Commission and CRA payments totaled \$0, since payments are quarterly and annually.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through October 31 st the financials reflect a unfavorable actual variance of \$460,000 million due to the timing and collection of all 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. Riership	1,424,965	1,647,010	1,638,470	1,452,161	1,768,087

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of October 31, 2016
Year to Date Report
Percent of FY Reported (8.3%)

Revenues

- The revenues totaled \$992,000 or 195% of the year-to-date budget.
- The FTA grant drawdown reflects no activity of the budgeted revenues.
- Fare Revenues totaled \$12,000 or 13% of the year-to-date budget.
- The County funding is designed to reflect the first payment for the over budget grants match totaling \$980,000.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$223,000 or 44% of the year-to-date budget.
- Salaries and wages totaled \$207,000 or 67% of the YTD Budget.
- Operating expenses totaled \$16,000 or 10% 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 show no activity.

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

Revenue

	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Revenues				
FTA 5307 Grant	\$ 2,147,360	\$ 178,947	\$ -	0%
Fares	\$ 123,780	\$ 10,315	\$ 11,650	113%
FDOT Block Grant	\$ 711,773	\$ 59,314		0%
City Contribution	\$ 208,085	\$ 17,340		0%
FDOT Block Grants:				
JARC AQ379	\$ 76,479	\$ 6,373		0%
New Freedom AQ497	\$ 89,808	\$ 7,484		0%
FTA 5311 AQ R07	\$ 800,575	\$ 66,715		0%
County Match	\$ 1,960,704	\$ 163,392	\$ 980,352	600%
Total	\$ 6,118,564	\$ 509,880	\$ 992,002	195%

Expenses

	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,731,659	\$ 310,972	\$ 207,127	67%
Contract	\$ 506,300	\$ 42,192	\$ -	0%
Operating	\$ 1,880,605	\$ 156,717	\$ 16,257	10%
Total	\$ 6,118,564	\$ 509,881	\$ 223,384	44%

c) Cash Flow and Administrative Vehicle Replacement

UNFUNDED VEHICLE REPLACEMENTS

VEHICLE #	Service Type	VEHICLE YEAR	VEHICLE MAKE / MODEL	Body Type	COST	DATE IN SERVICE	Age	Projected useful life	Remaining useful life	FUEL TYPE	COUNTY Veh. #	LTD MILEAGE	Remaining LTD MILEAGE
T64	Pool Vehicle Fin. & Admin.	2001	FORD/SUV	ESCAPE	\$18,223.00	12/18/2000	16.0	4yr/100K	-12.0	GAS	21015412	105,463	-5,463
T63	Support Vehicle-Maint.	2001	FORD/SUV	ESCAPE	\$18,225.00	1/10/2001	15.9	4yr/100K	-11.9	GAS	21015415	133,455	-33,455
T62	Support IT Department	2003	FORD/SUV	ESCAPE	\$17,891.00	8/21/2003	13.3	4yr/100K	-9.3	GAS	21052807	110,287	-10,287
T61	Gov. Affairs Marketing	2003	FORD/SUV	ESCAPE	\$17,891.00	9/5/2002	14.3	4yr/100K	-10.3	GAS	21035409	62,417	37,583
T70	F.Maintenance Bus Stop Maint.	2005	FORD	Pickup F-350	\$15,542.00	10/5/2004	12.2	4yr/100K	-8.2	GAS	21058003	109,005	-9,005
T78	Para Trans-Van Converted to a Work Truck-WH	2009	CHEVY/C3500	Small Bus	\$70,714.00	9/30/2009	7.2	5yr/150K	-2.2	DIESEL	33093401	151,679	-1,679
T109	Para Service & Ops Supv.	2012	MV1/SUV	MV1	\$47,543.00	5/8/2013	3.6	4yr/100K	0.4	GAS	21124410	32,019	117,981
T110	Para Service & Ops Supv.	2012	MV1/SUV	MV1	\$47,543.00	5/8/2013	3.6	4yr/100K	0.4	GAS	21124411	32,775	117,225
T111	Para Service & Ops Supv.	2012	MV1/SUV	MV1	\$47,378.00	5/8/2013	3.6	4yr/100K	0.4	GAS	21124412	38,519	111,481

Total Original Cost \$301,250.00

Exceeded useful life

Date: December 5, 2016

To: Tom Phillips, Executive Director

From: David Persaud, Chief Financial Officer

Subject: Polk County Transit District FY 2016-17 Cash Flow Deficit

FTA Grant 5307: The District will bill for these quarterly and on a monthly basis as permissible

Fares: The District will collect an equivalent of 1/12 monthly

FDOT Block Grant: The District will draw down quarterly and monthly when permissible.

City Contribution: The District will bill the Cities by January each month pending the approval of the grants.

JARC AQ 379 Grant: County must finish billing before District to draw- LYNX603

New Freedom 5311 AQ R07 Grant: County must finish billing before District can bill with JPA.

County Match: The County match is reflected as documented in the agreement.

Expenses: The expenses reflect 1/12 monthly

Cash Flow Analysis:

Given the estimate for the revenues and expenses and the timing of the receipt of cash, the highest projected cash flow deficit in February 2017 is \$267,821 (\$270,000 rounded with 12% contingency). The County needs to provide this level of cash flow so the District can have the necessary liquidity to pay the County related expenses. The District has remaining cash from the FYE 9-31-2016 cash advance to currently fund for FY 2016-17 deficit cash flows and liquidity.

Attachment

Polk County Budget
Budget Summary
FY 2016-17 Per Approved Agreement
Amended

	FY 2015-2016 Funded <u>Level</u>	FY 2016-2017 LAMTD <u>Proposal</u>	FY 2016-2017 Funded <u>Level</u>
<u>REVENUES</u>			
FTA Grant 5307	1,125,545	2,147,360	2,147,360
Fares	186,661	123,780	123,780
County Funds	5,245,278	4,349,913	-----
FDOT Block Grant	-----	-----	711,773
City Contribution	-----	-----	208,085
FDOT Grants			
JARC AQ 379			76,479
New Freedom AQ 407			89,808
FTA 5311 AQ R07			800,575
County Match	-----	-----	1,960,704
 Total Revenues	 <u>\$6,557,484</u>	 <u>\$6,621,053</u>	 <u>\$6,118,564</u>
 Total Expenses	 <u>\$6,557,484</u>	 <u>\$6,621,053</u>	 <u>\$6,621,053</u>
 Transfer to Transportation Disadvantage Program			 <u><\$502,489></u>
 Total Expenses			 <u>\$6,118,564</u>



1212 GEORGE JENKINS BLVD., LAKELAND, FL 33815 | 855-POLKBUS (765-5287)

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BOARD OF DIRECTORS

POLK CO. COMMISSIONERS: John Hall and George Lindsey
CITY OF LAKELAND COMMISSIONERS: Don Selvage, Phillip Walker and Jim Malless
EXECUTIVE DIRECTOR: Tom Phillips

RESOLUTION #16-29

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE LAKELAND AREA MASS TRANSIT DISTRICT, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) 5310.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS December 14, 2016

By: _____

John Hall, Chairman of the Board

ATTEST:

_____ (seal)

RESOLUTION #16-30

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE LAKELAND AREA MASS TRANSIT DISTRICT, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) 5310.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS December 14, 2016

By: _____

John Hall, Chairman of the Board

ATTEST:

_____ (seal)

RESOLUTION #16-31

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE LAKELAND AREA MASS TRANSIT DISTRICT, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) 5310.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS December 14, 2016

By: _____

John Hall, Chairman of the Board

ATTEST:

_____ (seal)

RESOLUTION #16-32

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

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

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

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) 5311.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS December 14, 2016

By: _____
Chairman of the Board

Don Selvage, Chairman of the Board

ATTEST:

_____ (seal)



RESOLUTION #16-33

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE LAKELAND AREA MASS TRANSIT DISTRICT, FLORIDA:

1. This resolution applies to Federal Program(s) under U.S.C. Section(s) 5310.
2. The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.
3. Tom Phillips, Executive Director is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS December 14, 2016

By: _____

John Hall, Chairman of the Board

ATTEST:

_____ (seal)

Agenda Item #5 – Government & Community Relations / Erin Killebrew

Erin Killebrew and Donovan Tinsley presented to the Board the brand management plan for 2016-2017. Presentation attached.

Agenda Item #6 – Legal / Tim Darby

Mr. Darby presented to the Board for approval the District Annexation of 4171 S. Pipkin Rd. Resolution #16-34.

“Approval of the District Annexation of 4171 S. Pipkin Rd. Resolution #16-34”

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 – Executive Report

Tom Phillips, ED presented to the Board the items below.

- a) Activity Calendar (Calendar attached)
- b) UAP & Ridership Report (Report attached)
- c) Review of Municipality Fair Share Agreement –



BOARD OF DIRECTORS
POLK CO. COMMISSIONERS: John Hall and George Lindsey
CITY OF LAKELAND COMMISSIONERS: Don Selvage, Philip Walker and Jim Malless
EXECUTIVE DIRECTOR: Tom Phillips

1212 GEORGE JENKINS BLVD., LAKELAND, FL 33815 | 855-POLKBUS (765-5287) | WWW.RIDECITRUS.COM

	Total Miles	Current Contributions	Current Cost	Percent
Auburndale	69,744.49	49,783	\$235,387.65	21%
Winter Haven	153,977.98	109,000	\$519,675.69	21%
Lake Alfred	22,518.78	5,000	\$76,000.87	7%
Lake Wales	59,598.15	5,433	\$201,143.77	3%
Haines City	14,162.16	12,335	\$47,797.28	26%
Bartow	58,269.21	21,534	\$196,658.58	11%
Davenport	0	0	0	0%
Dundee	0	0	0	0%
Eagle Lake	10,960.22	5,000	\$36,990.73	14%
Fort Meade	21,084.00	0	\$71,158.50	0%
Frostproof	23,685.77	0	\$79,939.46	0%
Totals	389,231	\$208,085	\$1,313,654.56	16%

*Contribution numbers are rounded up to the nearest percentage

**Haines City contribution percentage is significantly overstated as it does not include LYNX routes 416 & 427

***Services for Davenport and Dundee are still being calculated

d) Countyline Update –

e) Appointment of Audit Committee Members –

Agenda Item #8 – Other Business

None at this time

Adjournment

Approved this 14th day of December, 2016.

Vice Chairman – Commissioner George Lindsey

Minutes Recorder – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #3

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #4(a)

Agenda Item: November 31, 2016 LAMTD 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 November 30, 2016
FY 2016-2017

Year to Date November 30, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	16.7%	\$1,733,935	\$499,126	29%	\$10.4 Million
Expenses YTD	16.7%	\$1,693,415	\$1,307,979	77%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through November 30, 2016 totaled \$499,000 or 29% of the YTD budget.

Farebox and all contract revenues reflect 73% of budgeted revenues through November 30, 2016. The revenues are under budget due to several reasons, contractual revenues from RAMCO \$93,000 and UAP are lagging. Farebox revenues are under budget \$34,677 due to decline in ridership and some comingling of revenue that is being addressed.

- Ad Valorem taxes reflect \$53,193. The total budgeted revenues are \$3.9 million. Revenues are under budget since only 95% of the taxes are budgeted and due date is November 2016.

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 \$1.6 million is being billed quarterly with no revenue YTD. 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 with no revenue YTD. 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 is also lagging at \$14,414 but should improve.
- The Support cost reimbursement revenue is in line with budget.
- Other revenues are slightly over budget.

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date November 30, 2016
FY 2016-2017

EXPENSES:

The total expenses year-to-date through November 30, 2016 totaled \$1.307 million or 77% of the YTD budget.

- Salaries and benefits represent 65% of the FY 2016-2017 budget. As of November 30, 2016 these expenses totaled \$990,000 or 73% of the YTD budget of \$1.1 million and is under budget.
- Professional and Technical Services expenses totaled \$7,500 of the YTD budget; a favorable variance.
- Other services expenses totaled \$12,000 of the YTD budget, over budget due to one-time expense.
- Fuel expenses totaled \$87,000 YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$87,000 under budget, a favorable variance.
- Advertising promotion expenses totaled \$5,600 over budget, offset with revenues.
- Dues and subscriptions, and office supplies are over budget due to payment for Florida Public Transportation.
- Property appraiser, Tax Collector Commission and CRA payments under budget, since payments are quarterly and annually.

Other remaining expenses are under the YTD budget through November 30, 2016

CHANGE IN FINANCIAL CONDITION
Based on the year-to-date budget-to-actual variances through November 30 th the financials reflect a unfavorable actual variance of \$808,852 due to the timing and collection of all revenue.

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS					
	9/30/15	9/30/2014	9/30/2013	9/30/2012	9/30/2011
1. Farebox Recovery Ratio (All modes)	25.50%	23.08%	25.16%	23.02%	20.32%
2. Cost per revenue hour	\$89.45	\$86.29	\$83.84	\$83.62	\$91.26
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 2017

MONTHLY FINANCIAL STATEMENT

MONTH OF Nov 2016

	Month			YTD			Approved Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
			\$'s %			\$'s %	
REVENUES:							
R4	53,821	70,711	\$ (16,890) -24%	106,745	141,422	\$ (34,676) -25%	\$ 848,530
R6	11,474	20,260	\$ (8,786) -43%	25,953	40,520	\$ (14,567) -36%	\$ 243,120
R3	126,558	24,076	\$ 102,482 426%	142,984	48,152	\$ 94,832 197%	\$ 288,910
R5	-	833	\$ (833) -100%	-	1,667	\$ (1,667) -100%	\$ 10,000
R7	14,010	14,500	\$ (490) -3%	14,414	29,000	\$ (14,586) -50%	\$ 174,000
R8	4,218	833	\$ 3,384 406%	8,599	1,667	\$ 6,933 416%	\$ 10,000
R9	53,193	324,372	\$ (271,179) -84%	53,193	648,743	\$ (595,550) -92%	\$ 3,892,460
R10	41,163	137,002	\$ (95,839) -70%	41,163	274,003	\$ (232,841) -85%	\$ 1,644,020
R11	-	217,626	\$ (217,626) -100%	-	435,252	\$ (435,252) -100%	\$ 2,611,510
R12	-	12,531	\$ (12,531) -100%	-	25,062	\$ (25,062) -100%	\$ 150,370
R13	-	3,109	\$ (3,109) -100%	13,181	6,218	\$ 6,962 112%	\$ 37,310
R1	1,800	3,274	\$ (1,474) -45%	3,681	6,548	\$ (2,868) -44%	\$ 39,290
R2	37,841	37,841	\$ (0) 0%	89,213	75,682	\$ 13,531 18%	\$ 454,090
Reserve							
TOTAL REVENUES	\$ 344,078.07	\$ 866,968	\$ (522,889) -60%	\$ 499,126.35	\$ 1,733,935	\$ (1,234,809) -71%	\$ 10,403,610
ELIGIBLE EXPENSES:							
1	346,813	372,057	\$ (25,245) -7%	668,196	744,115	\$ (75,919) -10%	\$ 4,464,690
2	173,677	186,011	\$ (12,334) -7%	321,480	372,022	\$ (50,543) -14%	\$ 2,232,134
3	1,000	1,125	\$ (125) -11%	1,000	2,250	\$ (1,250) -56%	\$ 13,500
4	5,763	31,490	\$ (25,727) -82%	7,479	62,980	\$ (55,501) -88%	\$ 377,881
5	4,151	8,196	\$ (4,044) -49%	9,379	16,392	\$ (7,012) -43%	\$ 98,350
6	9,349	3,352	\$ 5,997 179%	12,127	6,705	\$ 5,422 81%	\$ 40,229
7	49,671	47,585	\$ 2,086 4%	87,470	95,170	\$ (7,700) -8%	\$ 571,020
8	49	292	\$ (242) -83%	153	583	\$ (430) -74%	\$ 3,500
9	1,671	3,708	\$ (2,037) -55%	1,767	7,417	\$ (5,650) -76%	\$ 44,500
10	60,419	57,049	\$ 3,370 6%	86,493	114,098	\$ (27,605) -24%	\$ 684,590
11	8,254	9,167	\$ (913) -10%	12,760	18,333	\$ (5,574) -30%	\$ 110,000
12	1,851	2,267	\$ (416) -18%	3,702	4,533	\$ (831) -18%	\$ 27,200
13	16,982	19,433	\$ (2,451) -13%	33,965	38,867	\$ (4,902) -13%	\$ 233,200
14	-	167	\$ (167) -100%	-	333	\$ (333) -100%	\$ 2,000
15	850	3,483	\$ (2,633) -76%	7,471	6,985	\$ 486 7%	\$ 41,792
16	3,320	6,646	\$ (3,325) -50%	10,919	13,292	\$ (2,373) -18%	\$ 79,750
17	1,953	917	\$ 1,036 113%	3,515	1,833	\$ 1,682 92%	\$ 11,000
18	876	9,237	\$ (8,361) -91%	1,404	18,474	\$ (17,071) -92%	\$ 110,845
19	5,039	1,667	\$ 3,372 202%	5,639	3,333	\$ 2,305 69%	\$ 20,000
20	287	359	\$ (72) -20%	244	718	\$ (475) -66%	\$ 4,310
21	(6,910)	12,283	\$ (19,194) -156%	10,789	24,567	\$ (13,778) -56%	\$ 147,400
22	-	12,167	\$ (12,167) -100%	-	24,333	\$ (24,333) -100%	\$ 146,000
23	11,014	57,883	\$ (46,869) -81%	22,029	115,767	\$ (93,738) -81%	\$ 694,600
24	-	167	\$ (167) -100%	-	333	\$ (333) -100%	\$ 2,000
25	-	20,260	\$ (20,260) -100%	-	40,520	\$ (40,520) -100%	\$ 243,120
NET REVENUES OVER	\$ 696,081	\$ 846,708	\$ (150,626) -18%	\$ 1,307,979	\$ 1,693,415	\$ (385,436) -23%	\$ 10,403,610
(UNDER) EXPENSES	\$ (352,003)	\$ 20,260	\$ (372,263)	\$ (808,852)	\$ 40,520	\$ (849,372)	\$ (0)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #4(b)

Agenda Item: November 30, 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
JANUARY 11, 2017
AGENDA ITEM #4(b)

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of November 30, 2016
Year to Date Report
Percent of FY Reported (16.7%)

Revenues

- The revenues totaled \$1.008 million or 99% of the year-to-date budget.
- The FTA grant drawdown reflects no activity of the budgeted revenues.
- Fare Revenues totaled \$28,245 or 137% of the year-to-date budget.
- The County funding is designed to reflect the first payment for the budget grants match totaling \$980,000.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$470,000 or 46% of the year-to-date budget.
- Salaries and wages totaled \$309,000 or 50% of the YTD Budget.
- Operating expenses totaled \$160,000 or 51% 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 show no activity.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #4(c)

Agenda Item: Modular Building

Presenter: David Persaud, Chief Financial Officer

Recommended Recommend Board approve the award of RFQ 17-004
Action: for the purchase and installation of a modular building to
 Vision Building Systems, in the amount not to exceed
 \$121,000.

Anticipated Capital Budget – Vehicle Replacement Funds
Funding Source:

Summary: On November 09, 2016 the District issued a Request for
 Quote #17-004, for qualified firms interested in providing
 a modular office building and meeting room, estimated at
 2,100 square feet, that meets the need of the District.

 A best value solicitation was provided to six firms, of
 which had been previously awarded, various contracts, by
 other state entities.

 Offers were due on December 8, 2016; two received were
 found responsive to the RFQ. A best value comparison
 was conducted and necessitated requests for clarification.
 Said clarifications were requested to validate optional
 upgrades and total price, with final responses received
 December 29, 2016.

 Offers received ranged from \$115,000 to \$140,000,
 depending on the options selected. Final clarification of
 those options were evaluated for best value, with a
 recommendation for award to Vision Building Systems,
 Inc. in an amount not to exceed \$121,000. Said amount
 includes possible upgrade options. Additional project
 costs, such as permits, power pole, and electric meter are
 not included and estimated to be less than \$5,000.

Attachments: Contract Award Analysis

AWARD ANALYSIS AND SUMMARY SHEET**Solicitation Number: 17-004****Contract Information**

- A. Description:** Modular Building
- B. Contractor:** Vision Building Systems, Inc.
- C. Contract Number:** 17-004
- D. Contract Amount:** (Not to Exceed) \$121,000
- E. Contract Type:** Firm Fixed Unit Price
- F. Term of Contract:** Six (6) month base term
- G. Base Term Expiration:** 06/30/2017
- H. Options Term(s) Expiration:** None
- I. Funding Source:** Capital Budget – Vehicle Replacement Funds

Solicitation Information

- A. Issue Date:** 11/09/2016
- B. Number of Notifications Sent:** Six (6) firms receiving notification of the solicitation posting via email. This included LAMTD registered vendors (LAMTD's Vendor Database), and suggested vendors previously awarded various contracts by other state entities.
- C. Date and Time Offers were due:** 12/08/2016, 2:00 P.M. Eastern Standard Time
- D. Number of Timely Offers Received:** Two (2)
- E. Price Summary of offers received:**

Summary Sheet with Ranking		
Offeror	Total of Base + Option Terms	Ranking
Vision Building Systems, Inc.	\$ 120,847.00	1
Creative Modular Buildings, Inc.	\$ 139,270.00	2

Late Offers (if any): None

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

G. Cost Price Reasonableness Summary: Price determined to be fair and reasonable based on a comparison to other offers received, the cost estimate, and current market value.

H. Determination of Responsibility:

Financial Responsibility Survey: The intended awardee is determined to be a financially responsible firm, and 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>)

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

Determination and Recommendation

Vision Building Systems, Inc. is determined to be a responsive and responsible contractor, which have submitted their bid through a full and open competition. The offeror has the capacity to perform under this contract and are recommended for award.

Prepared: Lisa Harris 12/30/2016
Purchasing Agent/Contracts Specialist Date

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
January 11, 2017
AGENDA ITEM #4(d)

- Agenda Item:** Amendment #1 to the 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 Amendment #1 to the Trips and Equipment Grant with the CTD July1, 2016 through June 30, 2017.
- Financial Impact:** \$1,240,365 Grant Funding, \$137,818 onetime local match budgeted in Polk County Agreement. Capital funding for the agreement totals \$374,409 which is in the budget.
- Summary:** The State Commission for the Transportation Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of this amendment is to change the purchase of one twenty-five-foot cutaway to two wheelchair assessable vans. Due to the lack of cutaway vehicles on the current state contract, the cutaway bus is no longer an option for ordering with current funding.
- Attachment:** Amendment #1 to the Trip and Equipment Grant Agreement

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s): 43202718401/48202818401
SAMAS Obj.: 750074	Function: 035	CSFA No. 55.001
Org Code: 55 12 00 00 952	Contract No.: G0C02	Vendor No.: 59-2096281

**FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
TRIP & EQUIPMENT GRANT AGREEMENT
AMENDMENT #1**

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, F.S., hereinafter called the Commission and the Lakeland Area Mass Transit District d/b/a Citrus Connection, 1212 George Jenkins Boulevard, Lakeland, Florida, 33815, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Commission and the Grantee heretofore on the July 1, 2016 entered into a Grant Agreement; and

WHEREAS, the Commission desires to participate in all eligible items of development for this project as outlined in the attached Exhibit(s) A and B.

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

1.00 Purpose of Agreement: The purpose of the agreement is not changed.

2.00 Accomplishment of the Project: The accomplishment of the project is not changed.

3.00 Project Cost: Project Cost is not changed.

4.00 Exhibits: Exhibit(s) A and B (page 1 ONLY) of said Agreement is (are) replaced by Amended Exhibit(s) A and B (page 1 ONLY) is (are) attached hereto and made a part hereof. The amended Exhibits reflect changes in the capital equipment and disbursement schedule.

EXCEPT as hereby modified, amended or changed, all other terms of the Agreement dated July 1, 2016, shall remain in full force and effect.

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

**GRANTEE: LAKELAND AREA MASS TRANSIT
DISTRICT D/B/A CITRUS CONNECTION**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

AMENDED EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Lakeland Area Mass Transit District d/b/a Citrus Connection, 1212 George Jenkins Boulevard, Lakeland, Florida, 33815.

PROJECT LOCATION: Polk County(s)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Application and Policy Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment as revised on April 2, 2015. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 of the original agreement. Capital equipment will consist of:

Six Mini Vans with Wheelchair Ramps and Safety Equipment; and
Six – Two-Way Radio Systems

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the Florida Department of Transportation's Guidelines for Acquiring Vehicles on file with the Commission on July 1, 2000 or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION: None

AMENDED EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE
PAGE 1 OF 2

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Lakeland Area Mass Transit District d/b/a Citrus Connection, 1212 George Jenkins Boulevard, Lakeland, Florida, 33815.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2016-17 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved.

In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2017.

Non-sponsored Trips	\$1,003,774.00
Voluntary Dollar	\$210.00
Six Minivans with W/C Ramps and Safety Equipment	\$320,922.00
Six Two-Way Radio Systems	\$53,487.00

TOTAL**\$1,378,393.00****II. SOURCE OF FUNDS:**

Commission for the Transportation	
Disadvantaged State Funds (no more than 90%)	\$1,240,365.00
Local Cash Funds	\$137,818.00
2016-17 Legislative Proviso Funds	\$0.00
Local Cash Funds for 2016-17 Legislative Proviso Funds	\$0.00
Voluntary Dollar Contributions	\$189.00
Monetary Value of In-Kind Match	\$21.00
Total Project Cost	\$1,378,393.00

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY <u>16/17</u>												
Trips	74,847	74,651	74,651	74,651	74,651	74,651	75,914	75,914	75,914	75,914	75,914	75,914
Capital							336,968					

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #4(e)

Agenda Item: **FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) JOINT
PARTICIPATION AGREEMENT FOR RURAL
5311 OPERATING FUNDS**

Presenter: David Persaud, CFO

Recommended
Action: Recommend Approval of the FDOT JPA for the Federal
Transit Administration (FTA) Section 5311 Grant Funds,
as Designated Recipient and under the Countywide
Transit System Agreement.

Summary: The District submitted this grant application to the FDOT
under Sections 5311 for operating assistance, more
specifically to provide services in the rural areas of Polk
County.

Funding: This grant requires a 50/50 split between the FTA, and
LAMTD through monthly invoicing from the County.
FTA will provide \$800,575 of grant funding and the
County has budgeted \$800,575 in funding.

Attachments: Joint Participation Agreement

**PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

725-030-06
PUBLIC
TRANSPORTATION
OGC – 06/2016
Page 1 of 17

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>440258-1-84</u>	Fund: <u>010</u> Function: <u>215</u> Federal Number: <u>49 U.S.C. 5311</u> DUNS Number: <u>80-939-7102</u> Agency DUNS No. <u>005075627</u>	FLAIR Category: <u>088774</u> Object Code: <u>780000</u> Org. Code: <u>55012020129</u> Vendor No.: <u>F 592096281005</u> CSFA Number: <u>N/A</u> CSFA Title: <u>N/A</u>
Contract Number: <u>Goi79</u> CFDA Number: <u>20.509</u> CFDA Title: <u>Formula Grants for Rural Areas</u>		

THIS JOINT PARTICIPATION AGREEMENT ("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, ("Department"), and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida 33815 ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before December 31, 2021 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, 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 for the Department's participation in

using Federal Transit Administration (FTA) Section 5311 ("Formula Grants for Rural Areas Program"), financial assistance in the Agency's eligible operating, administrative and management expenses, less revenues associated with the provision of public transportation services in Polk County as identified in the Agency's grant application on file with the Department.

and as further described in Exhibit "A" attached to and incorporated into this Agreement ("Project"), and to provide Departmental financial assistance to the Agency, state the terms and conditions upon which such assistance will be provided, and to set forth the manner in which the Project will be undertaken and completed.

1.10 Exhibits. A, B, C and D are attached and incorporated into this Agreement.

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2.00 Accomplishment of the Project:

2.10 General Requirements. The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, 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, 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 to and incorporated into this Agreement. 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 Total Project Cost. The total estimated cost of the Project is \$1,601,150.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into 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 Project Costs Participation and Eligibility:

4.10 Department Participation. The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$800,575.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.11 Agency Participation (Non-State Sources). The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$800,575.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.

4.12 Federal Awards. The Agency, a non-federal entity, ☒ is ☐ is not a recipient of a federal award, as detailed in Exhibit "B."

4.20 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" and "B") at the time appropriation authority becomes available.

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4.30 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 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's 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 Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency 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 Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency 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", 2 CFR Part 225, 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.

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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.

1. Federal Funded

- a)** In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, 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.
- b)** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i.** In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit A, B, C and D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. 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 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii.** In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, 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 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, 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).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, 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 2 CFR Part 200, Subpart F – Audit Requirements. 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 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, 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 2 CFR Part 200, Subpart F – Audit Requirements, 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, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. 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.

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- vii. 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

2. State Funded

- a) 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.
- b) 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:
- i. 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 and 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.
 - ii. 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.
 - iii. 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

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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).

- iv.** 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
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v.** 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.
- vi.** 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.
- vii.** 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.
- viii.** 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.

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3. 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 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, Florida, 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 Deliverables. 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. 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. 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 Travel Expenses. Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor ***Travel Form No. 300-000-06***. The Department may establish rates lower than the maximum provided in Chapter 112.061, Florida Statutes.

7.15 Property Acquisition. 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 of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any 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;
- c) 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;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) 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 Project 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 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 Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, 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.

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8.12 Access to Documents and Materials. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

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 7.20(c). 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 to this Agreement 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, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks 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, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. 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, Florida Statutes. 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 7.20(c).

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance

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with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

10.40 Procurement of Construction Services. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.099(1), Florida Statutes.

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 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 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 U.S.C. 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 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.

- a) "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- b) 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

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Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.

- c) 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 or Legislature. 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 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 Severability. 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.

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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. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statutes, 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. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

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:

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15.10 Contingency of Payment. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

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 (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 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, 2021. 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 Department prior to expiration of this Agreement. 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. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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 in this Agreement 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 federally-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.

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If any funds other than federally-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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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 Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

20.00 Vendors Rights. The Agency providing goods and services to the Department should be aware of the following time frames:

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to **Section 55.03(1), Florida Statutes**, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency 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 DFS. 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.

21.00 Restrictions, Prohibits, Controls, and Labor Provisions. During the performance of this Agreement, the Agency agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

- a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b) In accordance with Section 287.134, Florida Statutes, 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.

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- c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d) Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

23.00 Employment Eligibility (Using E-Verify). Agency/Vendors/Contractors:

- a) 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 Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement 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 contractor or subcontractor during the Agreement term.

24.00 Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

25.00 Maintenance of Project. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement.

26.00 Federal Grant Number. If the Federal grant number is not available prior to execution of the Agreement, the Department may unilaterally add the Federal grant number to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the Federal grant number will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

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

AGENCY

DEPARTMENT

Lakeland Area Mass Transit District

AGENCY NAME

DEPARTMENT OF TRANSPORTATION

SIGNATORY (PRINTED OR TYPED)

Chris Smith

TITLE Director of Transportation Development

SIGNATURE

LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION

TITLE

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 at 1212 George Jenkins Boulevard, Lakeland, Florida 33815, dated _____ referenced by the above Financial Project Number.

PROJECT LOCATION: Polk County, Florida

PROJECT DESCRIPTION: The purpose of this project Agreement is to provide for the Department's participation, using Federal Transit Administration (FTA) Section 5311, "Formula Grants for other than Urbanized Areas Program." Eligible activities as outlined in 49 U.S.C. FTA Section 5311 Circular include financial assistance in the Agency's reimbursement of operating expenses and costs directly related to system operation which include administrative, and management expenses, less revenues, associated with the provision of public transportation services in the rural area(s) of Polk County, as identified in the Agency's annual grant application(s) on file with the Department.

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

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

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

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.

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 at 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 2016/2017		
Local Funding (LF)	50%	\$800,575.00
Federal Funding (DU)	50%	<u>\$800,575.00</u>
	Total	\$1,601,150.00

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 at 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.

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

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 at 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.: 20.509

CFDA Title: FORMULA GRANTS FOR RURAL AREAS
Rural Area Program

*Award Amount: \$800,575.00

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

**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-122, *Cost Principles for Non-Profit Organizations*

www.whitehouse.gov/omb/circulars

49 USC 5311: Formula Grants for Rural Areas

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

Lakeland Area Mass Transit District
Financial Project Number: 440258-1-84
Contract Number: Goi79

Federal Transit Administration (FTA) Section 5311 Program

FTA Circular 9040.1G: Formula Grants for Rural Areas: 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

RESOLUTION #17-03**RESOLUTION FOR
JOINT PARTICIPATION AGREEMENT
FOR TRANSIT PROJECTS**

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

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

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

1. That the JPA for Item-Segment-Phase-Sequence (440258-1-84 Go!79) _____ is approved.
2. That Tom Phillips is authorized to enter into, modify or terminate the JPA with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS

January 11, 2017 _____

By: John Hall
Title Chairman of the Board

ATTEST:

_____ (Seal)

Lakeland Area Mass Transit District
Board of Directors Meeting
January 11, 2017
Agenda Item #5(a)

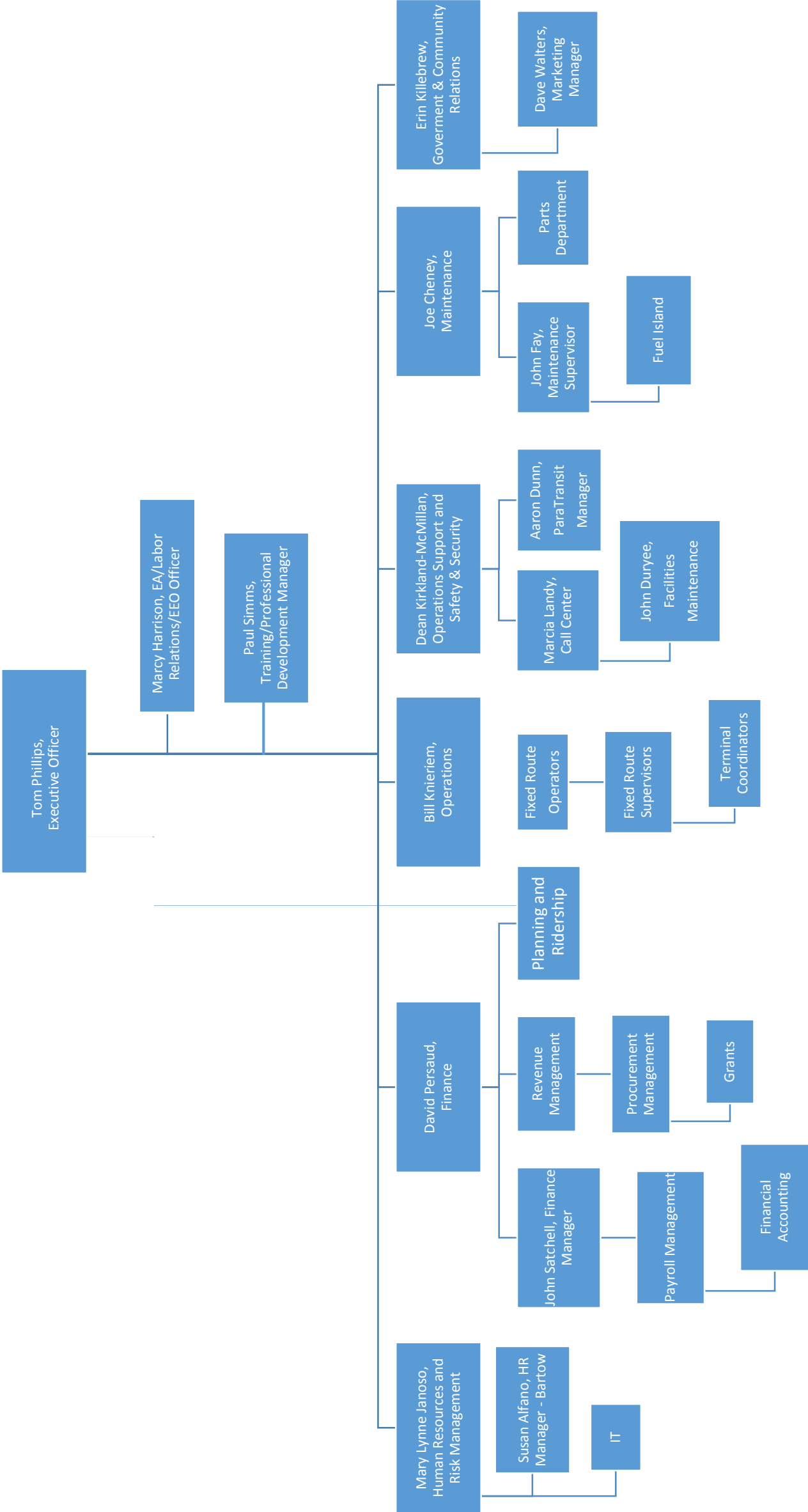
Agenda Item: Organizational Chart Update

Presenter: Steven Schaible, Director of Human Resources

Recommended Action: Reclassification and Organizational Reporting

Summary: Proposing the Board approve the reclassification of two positions and reporting adjustments.

1. Call Center Manager is reclassified to Call Center Director reporting to Executive Director.
 - Role to include Title VI Coordinator and taking on department budget.
 - Currently supervises 15
2. Paratransit Manager is reclassified to Paratransit Director reporting to Executive Director.
 - Currently has 33 drivers, 4 supervisors, TD Pass Administrator and would have budget responsibilities.
3. Training & Development reporting move from Executive Director to Human Resources Director.
 - Role will include the supervision of the Safety & Security Specialist.
4. IT would move from Human Resources to Finance.
5. Facilities reporting would move from Operations Support and Safety to Maintenance. Updated organizational chart will show direct reporting to Joe Cheney.
6. Budgetary neutral – funding from the Director of Safety & Security position that will not be filled. The total cost for the increases is \$10,000
7. Review reporting structure in 120 days.



Tom Phillips
Executive Director

Marcy Harrison
Executive Assistant

Steve Schaible
HR Director, Risk, EEO
Officer, & Union Relations

Susan Alfano
HR Manager

Paul Simms
Training/Professional
Development Manager

Safety & Security

David Persaud
Finance

Revenue
Management

Procurement
Management

Grants

IT
Department

Finance
Manager

Payroll
Management

Financial
Accounting

Planning
Grant

Bill Knieriem
Operations

Fixed Route
Operators

Fixed Route
Supervisors

Terminal
Coordinators

Marcia
Roberson
Call Center,
Title VI

Aaron Dunn
Paratransit

Paratransit
Supervisors

Paratransit
Operators

Joe Cheney
Maintenance

John Fay
Maintenance
Supervisor

Fuel Island

Parts
Department

Facilities

Erin Killebrew
Government &
Community Relations

Dave Walters
Government &
Community
Relations Manager

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #6(a)

Agenda Item: Monthly Activity Calendar

Presenter: Tom Phillips, Executive Director

Recommended
Action: None

Summary: Oral Presentation

Attachments: Activity Calendar

December 2016

December 2016							January 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 27	28	29	30	Dec 1	2	3
				8:30am Aaron and Tom 9:00am Bill and Tom 1/1 10:30am Weekly 1:30pm Smart Shuttle 2:00pm 1/1 with David	8:00am Denise Costa - 8:45am Daniel Lott - 9:30am Steven Schaible 10:15am Deric Feacher - 11:00am Michael carter	
4	5	6	7	8	9	10
	Copy: Board of Directors 12:00pm Lunch with Ed Smith and Wife 4:00pm CFDC board	9:00am SR Staff 9:00am Senior Staff Meeting 10:00am Dean and Tom 2:00pm Mtg Gap Kovack		8:30am Aaron and Tom 1 on 1 (1212) - Marcy 9:00am Bill and Tom 1/1 10:30am Weekly 2:00pm 1/1 with David	8:30am Infrastructure Team (Central Florida) 11:00am 1 on 1 Joe and 1:00pm hall bocc 6:30pm LLXXX Holiday	
11	12	13	14	15	16	17
	8:30am WLKF 1430 AM Studio Radio Talk with Len - 8:40 (WLKF) - Marcy Harrison	8:30am Email Ridership Update to LAMTD 9:00am Senior Staff 10:00am Dean and Tom 2:00pm Mtg w/ Kovach	8:30am LAMTD BOD Meeting (Hollingsworth) - Marcy Harrison	Marcy Off - Dads 8:30am Aaron and Tom 9:00am Bill and Tom 1/1 10:30am Weekly 11:30am Lings	11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison 11:30am out	
18	19	20	21	22	23	24
	10:30am TD capital and review meeting (Hollingsworth) - Rodney Wetzel	9:00am Senior Staff 9:00am Senior Staff Meeting 10:00am TMichael - Erin 10:00am Dean and Tom			Tom Vacation	Christmas Eve (United States)
25	26	27	28	29	30	31
5:00am Christmas - No Service Christmas Day (United States)	Tom Vacation 5:00am		1:30pm Annual CTC Evaluation Committee Meeting (OPDConferenceRoom) - Slaybaugh,	7:30am Ashley Troutman 8:30am 1 on 1 with 10:30am Weekly 2:00pm 1/1 with David	11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison	New Year's Eve (United States)

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #6(b)

Agenda Item: UAP & Ridership Updates

Presenter: Tom Phillips, Executive Director

Recommended
Action: None

Summary: Oral Presentation

Attachments: UAP & Ridership Report

UAP Ridership Totals 2015-16	LAMTD	WHAT	Total
October	14,874	11,463	26,337
November	15,656	10,992	26,648
UAP Ridership 2016	LAMTD	WHAT	Total
Polk State College			
October	4,215	2,235	6,450
November	4,049	2,058	6,107
LEGOLAND			
October	134	1,176	1,310
November	138	1,101	1,239
South Eastern University			
October	185	32	217
November	194	24	218
COLTS			
October	1,433	1,393	2,826
November	1,511	1,420	2,931
Veterans			
October	3,045	1,324	4,369
November	3,175	1,371	4,546
Southern Technical College			
October	283	351	634
November	212	251	463
Polk Health Care			
October	2,363	979	3,342
November	2,789	1,034	3,823
Central Florida Healthcare			
October	1,485	458	1,943
November	1,584	621	2,205
New Beginnings High School			
October	1,731	3,515	5,246
November	2,004	3,112	5,116

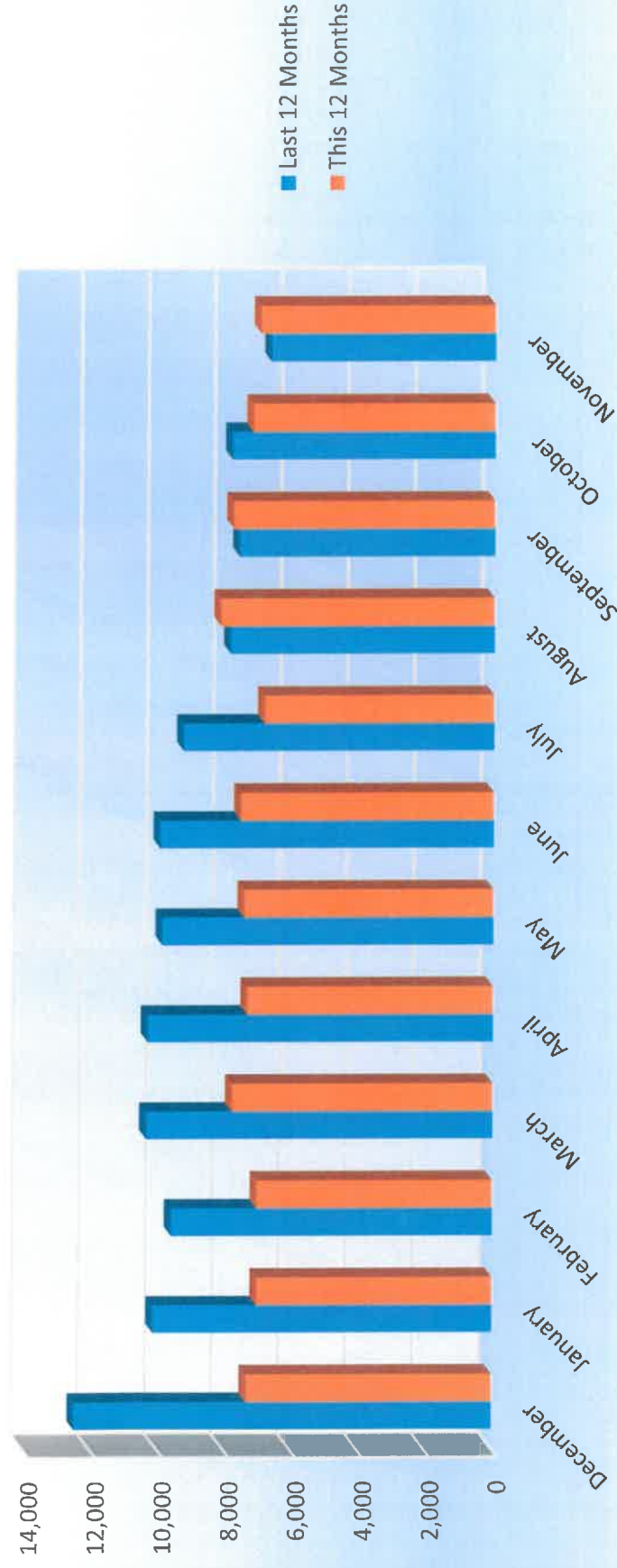
Citrus Connection and PCTS Fixed Route Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	175,231	167,775	125,714	104,242	-17%
November	142,742	133,255	111,028	108,005	-3%
December	151,623	153,148	122,018	0	0%
January	150,249	141,892	101,190	0	0%
February	157,540	131,235	111,486	0	0%
March	152,174	142,894	117,618	0	0%
April	160,032	132,400	110,754	0	0%
May	156,361	123,350	105,362	0	0%
June	146,011	124,152	106,252	0	0%
July	155,955	126,245	100,929	0	0%
August	161,384	115,908	115,998	0	0%
September	161,540	125,983	109,705	0	0%
Totals	1,870,842	1,618,237	1,338,053	212,247	-10%

Citrus Connection and PCTS Para-Transit Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	17,426	11,849	7,846	7,215	-8%
November	14,922	9,092	6,690	7,004	3%
December	15,283	12,494	7,330	0	0%
January	15,922	10,149	7,020	0	0%
February	15,408	9,603	7,027	0	0%
March	16,462	10,358	7,780	0	0%
April	17,370	10,323	7,334	0	0%
May	16,564	9,895	7,431	0	0%
June	12,772	9,973	7,548	0	0%
July	13,260	9,277	6,846	0	0%
August	11,407	7,871	8,166	0	0%
September	11,346	7,619	7,791	0	0%
Totals	178,142	118,503	88,809	14,219	-2%

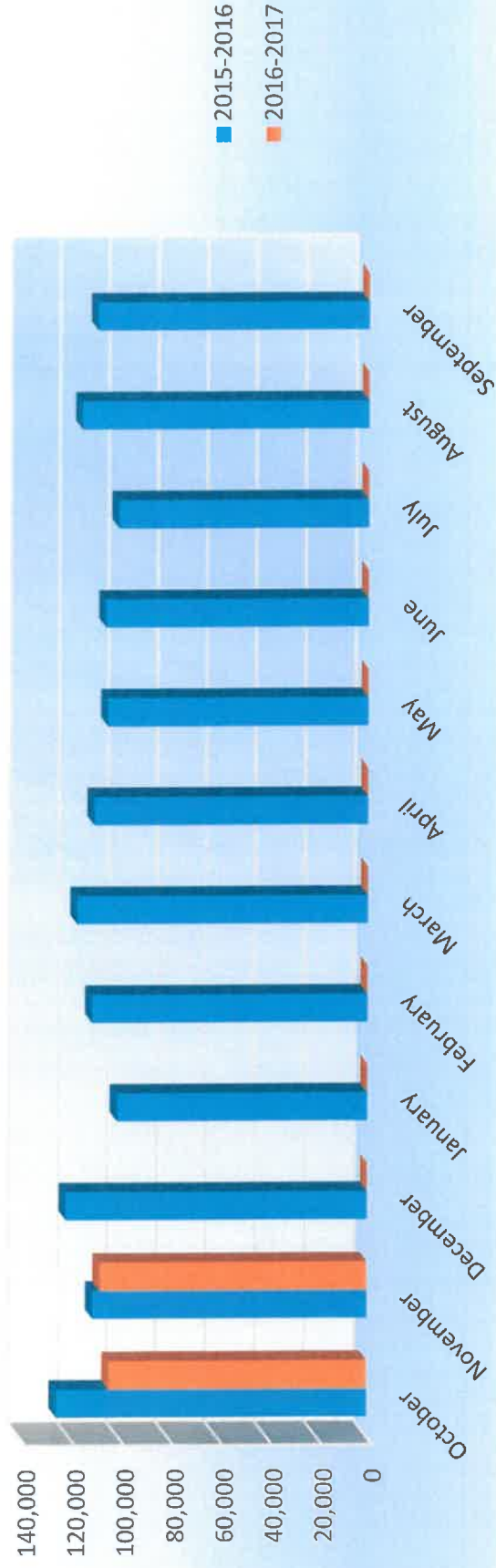
Citrus Connection only Fixed Route Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	114,557	110,975	83,092	67,939	-18%
November	91,529	88,195	73,987	71,085	-3%
December	100,346	100,995	82,287	0	0%
January	98,127	95,059	67,774	0	0%
February	99,784	88,704	74,506	0	0%
March	99,107	93,660	79,428	0	0%
April	102,859	89,872	73,926	0	0%
May	100,584	80,003	69,120	0	0%
June	94,326	80,998	71,398	0	0%
July	102,872	74,681	68,162	0	0%
August	106,013	72,290	76,847	0	0%
September	105,234	79,771	72,624	0	0%
Totals		1,055,203	893,149	139,024	-11%

Citrus Connection only Para-Transit Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	7,968	6,888	4,094	3,229	-21%
November	6,798	5,470	3,437	3,252	-3%
December	6,767	6,046	3,695		0%
January	7,190	5,919	3,512		0%
February	6,820	5,581	3,496		0%
March	7,356	6,316	3,897		0%
April	8,118	6,333	3,651		0%
May	7,790	6,170	3,589		0%
June	6,622	6,136	3,660		0%
July	6,982	5,407	3,269		0%
August	6,522	4,485	3,866		0%
September	6,636	4,517	3,747		0%
Totals	85,569	69,268	43,913	6,481	-14%

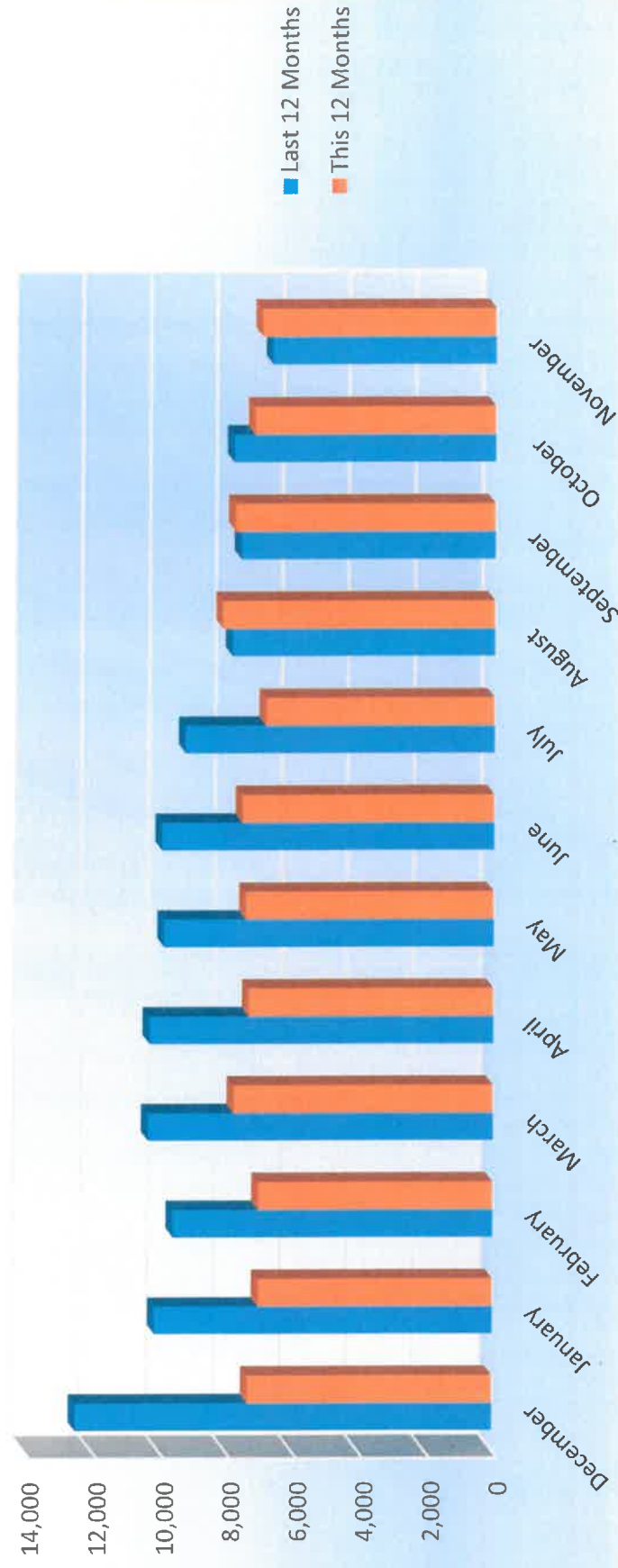
Citrus Connection and PCTS Fixed Over 12 Months



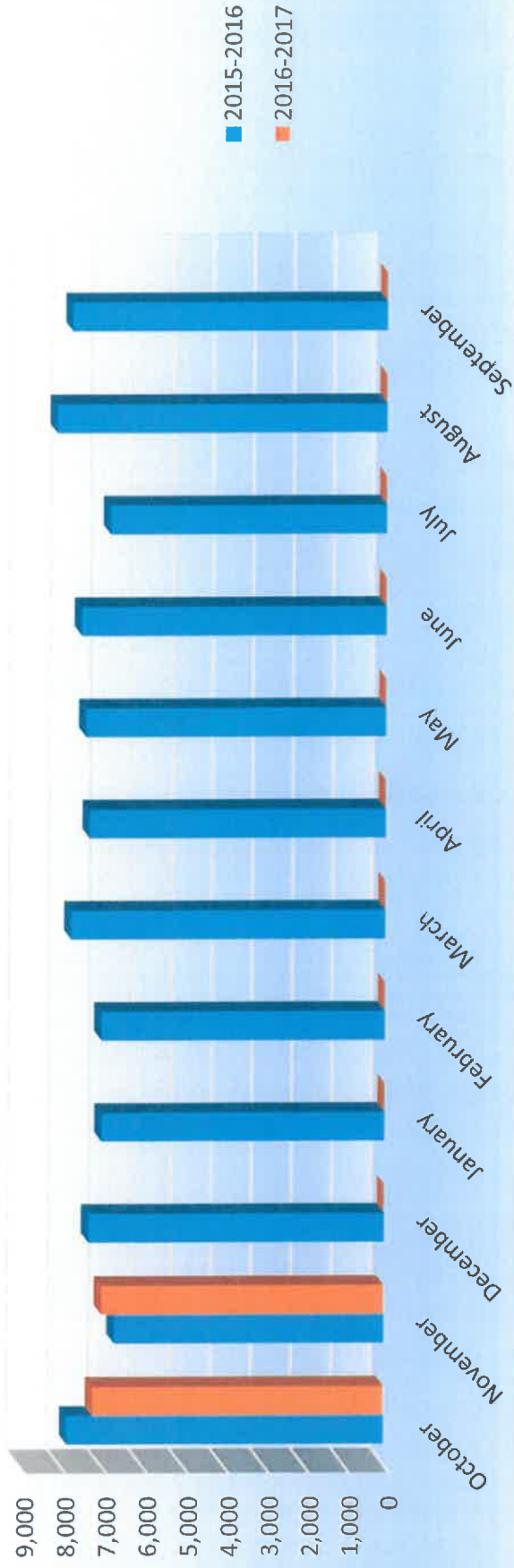
Citrus Connection and PCTS Fixed Route Total Ridership



Citrus Connection and PCTS Para Over 12 Months



Citrus Connection and PCTS Para-Transit Total Ridership



A Citrus Connection Publication

Retirement News

Lakeland, FL

January, 13, 2017

Special Edition

BREAKING NEWS



Retirement Party for Dean Kirkland-McMillan *Farewell Tribute set for Friday, Jan. 13*

Citrus Connection has learned that anybody who is anybody will be at Dean Kirkland-McMillan's retirement party Friday, Jan. 13 from 5 p.m. to 8 p.m. at Patio 850, 850 S. Tennessee Ave., Lakeland.

This is not a Friday the 13th hoax. Dean is retiring after more than 31 years with Citrus Connection and everyone is urged to pop in and congratulate her on her incredible service to the residents of Polk County.

Dean started as a part-time operator serving the residents of North Lakeland. She went on to become a full-time driver on fixed route and paratransit. She will be retiring as a respected member of senior staff as the Director of Safety, Security and Operation Support.

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
JANUARY 11, 2017
AGENDA ITEM #7

Agenda Item: Other Business

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None