LAKELAND AREA MASS TRANSIT DISTRICT BOARD MEETING

Lakeland City Commission Conference Room, Lakeland City Hall **September 21, 2016**

4:00 p.m.

Ca	ll to Order	Action Required
Cu	Roll Call	
1.	Approval of Minutes • August 10, 2016	Approval
2.	Board Action	TBD
3.	 Finances / David Persaud LAMTD Financials PCTS Financials Transportation Disadvantaged Transit Service Operators 	None None Approval
4.	 Legal / The Darby Group Executive Director Employment Agreement Interlocal Agreement for Countywide Transit System 	Approval Approval
5.	Training/Professional Development / Paul Simms	None
6.	Employee & Labor Relations / Marcy HarrisonCBA MOU – AFLAC to UNUM	Approval
7.	 Executive Report and Approval Items New ITS Position Request LAMTD Staff Salary 25% Adjustment / Tom Phillips Executive Director Monthly Report 	Approval Approval None
8.	Other Business	TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

September 21, 2016 AGENDA ITEM #1

Agenda Item: Approval of the July 13, 2016 Board Meeting Minutes

Presenter: Marcy Harrison

Recommended

Action: None

Summary: None

Attachments: July 13, 2016 Board Meeting Minutes Attached

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

Directors:

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

Executive Director: Tom Phillips
Executive Assistant: Marcy Harrison

Call to Order

7:30a.m. by Vice Chairman George Lindsey

Roll Call

Present Excused

Commissioner Hall Commissioner Walker

Commissioner Malless Commissioner Lindsey Commissioner Salvage

Agenda Item #1 – Strategic Planning Follow Up

- a. Ridership Survey presented by Interns Chantale Jones and Chandrionna Norman
- b. "Voice of the Riders" Social Media Campaign presented by Intern Kayla Green

Agenda Item #2 - Approval of Minutes

Approval requested for the approval of the June 8, 2016 LAMTD Board of Directors Meeting Minutes.

"Approval June 8, 2016 Board of Directors Meeting Minutes"

MOTION CARRIED UNANIMOUSLY

<u>Agenda Item #3 – Human Resources / Dean Kirkland-McMillan, Director of Safety, Security & Ops Support</u> GEM award given to Wes Warren, Winter Haven Fixed Route Operator for his route recommendation which led to a more efficient on time performance.

Agenda Item #4 - Public Comments

Lakay Cotton and Clydell Sheppard from Frostproof, Fl. addressed the board with the transit needs of their community which is located around the Hopson Store in Frostproof. The residents are requesting for additional runs and to have a bus stop moved closer to the store.

Agenda Item #5 – Finance / David Persaud, Chief Financial Officer

(a) LAMTD Financial Report

FY 2015-2016

Year to Date May 31, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	67%	\$8,064,135	\$5,511,472	68%	\$10.3 Million
Expenses YTD	67%	\$6,882,447	\$5,557,036	81%	\$10.3 Million

REVENUES:

The total revenues realized year-to-date through May 31, 2016 totaled \$5.5 million or 68% of the YTD budget.

Farebox and contract revenues reflect 109% of budgeted revenues through May 31, 2016. The revenues are over budget due to several reasons, contractual revenues from RAMCO \$93,000 received and contract revenue under budget \$111,600 for UAP that lags one month.

Farebox revenues are under budget \$122,600 due to decline in ridership of 21%

Ad Valorem taxes reflect \$3.6 million or 99% of budget. The total budgeted revenues is \$3.65 million

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

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

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

- Florida DOT operating grants \$1.6 million is being billed quarterly effective fiscal year 2014-2015. The first billing covered the second quarter ending March 31, 2016. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The grants for the JPA were lagging but will be realized in the next quarter. The year-to-date grant revenue totaled \$159,000.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- Advertising income totaled \$92,000 or 79% of YTD budget.
- The Support cost reimbursement revenue is over budget since other reimbursements are included.
- Other revenues are not significant and are on a cash basis which means these revenues are recognized when the cash is received and in line with the year-to-date budget.

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date May 31, 2016 FY 2015-2016

EXPENSES:

The total expenses year-to-date through May 31, 2016 totaled \$5.6 million or 81% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of May 31, 2016 those expenses totaled \$3.9 million or 90% of the YTD budget of \$4.3 million due to vacant positions.
- Professional and Technical Services expenses totaled \$203,000 or 73% of the YTD budget; a favorable variance.
- Other services expenses totaled \$25,000 or 27% of the YTD budget.
- Fuel expenses totaled \$249,000 or 42% YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$429,000 under budget by 11% due to decrease use of parts and supplies, a favorable variance
- Advertising promotion expenses totaled \$20,000 under budget 17% offset with revenues.
- Dues and subscriptions, and office supplies are over budget due to payment for the City of Lakeland Bicycle Program subscription.
- Property appraiser, Tax Collector Commission and CRA payments totaled \$261,000, over the budget due to property appraiser fees and CRA fees of \$139,200.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through May 31st the financials reflect an unfavorable actual variance of \$46,000 due to receipt of property tax revenue at 99% level and the lagging of the FDOT and FTA revenues. However finance is in the process of getting reimbursed now that the FTA TrAMS system is functional and the JPA-FDOT agreements are in place.

STATISTICAL TRE	STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS														
9/30/15 9/30/2014 9/30/2013 9/30/2012 9/30/201															
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										



FY 2018
MONTHLY FINANCIAL STATEMENT
MONTH OF May 2018

				Month	_					Approved Annual					
		Actual		Budget		Variance #'s	96		Actual	Budget	\vdash	Variance \$'s	16	-	Budget
REVENUES:						**					-				
Farebox/Pass Sales	\$	49,333	5	82,228	5	(32,895)	-40%	\$	535,223 \$	657,827	\$	(122,604)	-19%	5	986,740
Contract Income (UAP)	8	18,224	5	27,787	5	(9,563)	-34%	\$	110,696 \$	222,293	5	(111,597)	-50%	5	333,440
Other Contract Revenue	8	12,532	5	42,799	5	(30,268)	-71%	5	466,520 \$	342,393	5	124,127	36%	5	513,590
Miscelaneous income	5	4,418	5	833	5	3,585	430%	5	31,585 \$	5,667	5	24,919	374%	5	10,000
Advertising Revenues	5	10,422	5	14,500	5	(4,078)	-28%	\$	92,404 \$	115,000	5	(23,596)	-20%	5	174,000
Investment/interest Income (net)	\$	2,287	5	93	5	2,194	2350%	\$	9,525 \$	747	5	8,779	1176%	5	1,120
Ad Valorum Income, net	5	55,779	5	55,779	5	E 200	0%	5	3,613,928 \$	3,613,928	5	-	0%	5	3,648,360
FDOT Operating Grant	5	49,968	5	136,799	5	(86.831)	-63%	5	158,719 \$	1,094,393	5	(935,675)	-85%	5	1,641,590
Federal Operating Grant	8		5	218,673		(218,673)	-100%	\$	24,934 \$	1,749,387		(1.724,453)	-99%	5	2,624,080
Charitable Contributions	5	-	5	-	5		0%	\$	- 5	-	5	4	0%	5	
Cost Recovery	5	-	5	-	5	-	0%	5	12,958 \$	-	5	12,958	0%	5	
Bartow Express	\$	4	5	4,482	5	(4,402)	-100%	5	19,158 \$	35,213	5	(16,056)	-46%	5	52,820
PCTS - Support Cost Reimb.	5	37.214	5	28,161	5	9.063	32%	š	435.821 \$	225,287		210.535	93%	3	337,930
Reserve	1								722,021			-10,000		1	231,222
TOTAL REVENUES	#	240,177		812,066		(371,878)	-61%	*	6,611,472	8,084,135		(2,552,883)	-32%	*	10,323,870
LIGIBLE EXPENSES:														-	
Salaries	- 5	317,205	5	362,436	5	(45,231)	-12%	\$	2,632,388 \$	2,899,491	5	(267,103)	-9%	5	4,349,237
Employee Benefits	\$	188,293	-5	179,581	5	8,712	5%	5	1,288,865 \$	1,435,646	\$	(147,780)	-10%	5	2,154,968
Advertising Fees - Admin		1000	5	1,008	5	(1,008)	-100%	\$	2,420 \$	8,067	5	(5,647)	-70%	5	12,100
Professional & Technical Serv.	8	18,409	5	34,567	5	(16,158)	-47%	\$	203,643 \$	276,533	5	(72,890)	-26%	5	414,800
Contract Maintenance Service	5	15,345	5	7,750	5	7,595	98%	5	36,860 \$	62,000	5	(25,140)	-41%	5	93,000
Other Services	8	5,240	5	11,546	5	(6,306)	-55%	\$	24,909 \$	92,367	8	(67,458)	-73%	5	138,550
Fuel & Lubricants (net)	8	11.874	5	73,428	5	(61,554)	-84%	\$	249,430 \$	587,420	5	(337,990)	-58%	5	881,130
Freight	5	353	5	25	5	328	1312%	\$	2,265 \$	200	5	2,065	1033%	5	300
Repair & Maintenance Admin Bidg	8	1,509	-5	1,000	5	509	51%	5	3,525 \$	8,000	5	(4,475)	-56%	5	12,000
Materials & Supplies	5	64,670	5	60,451	5	4.219	7%	\$	429,307 \$	483,607	5	(54,299)	-11%	5	725,410
Utilities/Telephone - Admin	8	6,922	5	9,208	5	(2,286)	-25%	\$	62,864 \$	73,667	5	(10,803)	-15%	5	110,500
Physical Damage Insurance	8	1,361	5	2,154	5	(173)	-8%	5	16,364 \$	17.233	5	(869)	-5%	5	25.850
Liab & Prop Damage Insurance	5	16,448	5	18,250	5	(1.802)	-10%	\$	139,885 \$	146,000	5	(6,115)	-4%	5	219,000
Other Corporate Insurance	5		5	58	5	(58)	-100%	5	1,010 \$	467	5	543	116%	5	700
Dues & Subscriptions	8	9.067	5	1,529	5	7.538	493%	\$	27,434 \$	12.233	5	15,201	124%	5	18.350
Education/Training/Meeting/Travel	5	7,857	5	6,086	5	1,771	29%	5	56,178 \$	48,687	5	7,491	15%	5	73,030
Service Charges	5	1,513	5	3,483	5	(1,970)	-57%	5	9,901 \$	27.867	5	(17,966)	-64%	5	41,800
Office Expense	\$	5.325	5	4.096	5	1.228	30%	5	52 129 \$	32,769	5	19.360	59%	5	49,153
Advertising & Promotion	5		5	3,033	5	(2,981)	-98%	5	19,979 \$	24,267	š	(4,288)	-18%	5	36,400
Miscellaneous Expenses	5	11,014	5	1,850	5	9.164	495%	5	35,600 \$	14,800	5	20,800	14196	5	22,200
Property Appraiser/Tax Collector Comm	8	1,116	5	21,533		(20,418)	-95%	\$	261,800 \$	172,267	5	89,533	52%	5	258,400
PTA/Winter Haven Billable Expenses	5	276	-5	517	5	(241)	-47%	5	281 \$	4,133	5	(3,853)	-93%	5	6,200
Capital Expenditures			5	56,716		45.51			5	453,728		2.4035		2	560,692
OTAL ELIGIBLE EXPENSES:	*	684,489	*	860,306	*	(176,837)	-20%	*	6,557,038	6,882,447	*	(1,325,411)	-19%	*	10,323,870
IET REVENUES OVER									7.0	- 347					
(UNDER) EXPENSES		(444,292)	1	(248,251)		(198,041)			(46,684) \$	1,181,688	1	(1,227,262)		1	(9)

b. PT Financial Report

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of May 31, 2016
Year to Date Report
Percent of FY Reported (67%)

Revenues

- ➤ The revenues totaled \$3.6 million or 82% of the year-to-date budget.
- ➤ The FTA grant drawdown will occur later in the fiscal year based on expenses incurred on a reimbursement basis.
- Fare Revenues totaled \$80,303, or 65% of the year-to-date budget.
- ➤ The County funding is designed to reflect a 1/12 allocation as cash advance to facilitate cash flow with receipt of \$3.6 million.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$3.4 million or 77% of the year-to-date budget.
- ➤ Salaries and wages totaled \$1.7 million or 73% of the YTD Budget.
- ➤ Operating expenses totaled \$1.3 million or 85% of the YTD Budget.
- ➤ The contract services is for contractual cost for the Lynx service and other planned contractual services. The year-to-date expenses totaled \$388,000 or 70% of the YTD Budget.

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

Revenue

	An	nual Budget	%	Y	TD Budget	Y	TD Actual	Percent Expended
Revenues								
FTA 5307 Grant	\$	1,125,545	17%	\$	750,363	\$	-	0%
Fares	\$	186,661	3%	\$	124,441	\$	80,303	65%
PCTS	\$	5,245,278	80%	\$	3,496,852	\$	3,496,852	100%
Total	\$	6,557,484	100%	\$	4,371,656	\$	3,577,155	82%

Expenses

	An	nual Budget	%	Y	TD Budget	Y	TD Actual	Percent Expended
Labor	\$	3,434,803	52%	\$	2,289,869	\$	1,661,873	73%
Contract	\$	833,783	13%	\$	555,855	\$	387,585	70%
Operating	\$	2,288,898	35%	\$	1,525,932	\$	1,302,025	85%
		_					_	
Total	\$	6,557,484	100%	\$	4,371,656	\$	3,351,483	77%

c. Millage Rate

Recommend approval of the proposed aggregate millage rate of .5000 mills and for the proposed FY 2016-17 Millage and Budget Public Hearings.

Millage:

FY 2016-17 Proposed Millage rate .5000

FY 2016-17 Current Year Aggregate .4775

Rolled-Back-Rate

Current year proposed rate as a percent 4.71% Change of Rolled-Back-Rate

The DR-420, Certification of Taxable Value, is due to the Property Appraiser by Thursday, August 4, 2016. A copy of the DR-420 Certificate of Taxable Value is attached using the maximum allowable millage rate of .5000, the current rate of .5000, and the aggregate rolled back rate of .4775.

Public Hearings:

First Public Hearing for FY 2016-17 Millage Rate and Budget: Wednesday, September 7, 2016, at 5:01PM at Lakeland City Hall, City Commission Conference Room, 228 S. Massachusetts Ave., Lakeland.

Second Public Hearing (Final) FY 2016-17 Millage Rate and Budget: Wednesday, September 21, 2016 at 5:01PM at Lakeland City Hall, City Commission
Conference Room, 228 S. Massachusetts Ave., Lakeland.

"Approval of the proposed aggregate millage rate of .5000 mills and for the proposed"

MOTION CARRIED UNANIMOUSLY

d. NTD Audit – Audit report attached

Agenda Item #6 – Darby Law Group / Tim Darby

a. Board approval requested for Purchaser of Service Agreements - attached

"Approval of the Purchaser of Service Agreements"

MOTION CARRIED UNANIMOUSLY

b. Board approval requested for the LEGOLAND UAP Renewal – no changes

"Approval of the LEGOLAND UAP agreement renewal"

MOTION CARRIED UNANIMOUSLY

<u>Agenda Item #7 – Employee & Labor Relations / Marcy Harrison</u>

a. CBA Amendment 2 – Article 21 Sections 1 & 9

Article 21 of CBA Vacation & Sick Leave Section 1 Current - New regular full-time employees eligible for vacation leave shall accrue vacation hours during the probationary period but are not eligible to use any paid vacation until completion of the ninety (90) day probationary period (does not apply to new hires during the Bus Operator training phase; the probationary period begins upon successful completion of the training program).

Section 1, Sentence Addition - For those employees that have a pre-planned event, approval may be granted, prior to the next bidding cycle, for unpaid time off, by submitting the supporting documentation to their Director and Human Resources.

Section 9, First Sentence, Current - Vacation hours are accrued based upon the employee's full-time hire date, and will be paid according to the employee's normal work schedule.

Section 9, First Sentence, Revision – Vacation hours are accrued based upon the employee's full-time hire date and the completion of the ninety (90) day probationary period.

"Approval of the revision for Article 21 Sections 1 & 9 of the current CBA"

MOTION CARRIED UNANIMOUSLY

b. CBA Amendment 3 – Article 19 Modes Selection

CBA Article 19 - Modes Selection - The first Monday in June of each year all bus operators will be given a Mode Intent Form. Operators will choose the mode of service they intend to bid for the next two (2) bid picks. Operators must select either Para-transit or Fixed Route exclusively. Extra Board assignments may be required to fill both modes.

Modes Selection Revision – The first Monday in June all bus Operators will be given a Mode Intent form. Operators will choose the mode of service they intend to bid one year after the mode selection has been requested. Extra Board assignments may be required to fill both modes.

"Approval of the revision for Article 19 Modes Selection"

MOTION CARRIED UNANIMOUSLY

Agenda Item #8 - Board Action

- a. During the Strategic Planning session of the Board meeting, the Commissioners requested that Staff present a salary update on the Senior Staff.
- b. A survey, community meeting and proposed adjustment to Route 35 has been request by the Commissioners to Staff for presentation at the August 11, 2016 LAMTD Board meeting.

Agenda Item #9 – Reports / Tom Phillips

- a. Executive Update see attached
- b. Ridership Report see attached
- c. Proposed Elimination of Route 3x Staff is requesting approval on the proposed elimination of Route 3X effective August 17, 2016 pending public outreach.

The agreement between LAMTD and the Polytechnic University has expired. The University had decided to provide the service in house, and as a result the District needs to discontinue this service. The funding was primarily from the University.

The public workshop occurred at the Lakeland Terminal on Tuesday, July 12th with data forthcoming.

"Approval of the proposed elimination of Route 3x"

MOTION CARRIED UNANIMOUSLY

Agenda Item #10 – Other Business	
None at this time	
Adjournment	
Approved this 13th day of July, 2016.	
Chairman – Commissioner John Hall	Minutes Taker – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #2

Agenda Item: Board Action

Presenter: Marcy Harrison

Recommended

Action: None

Summary: None

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

September 21, 2016 AGENDA ITEM #3(a)

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

Year to Date July 31, 2016

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	83%	\$9,211,118	\$6,716,890	73%	\$10.3 Million
Expenses YTD	83%	\$8,603,059	\$7,015,424	82%	\$10.3 Million

REVENUES:

The total revenues realized year-to-date through July 31, 2016 totaled \$6.7 million or 73% of the YTD budget.

Farebox and contract revenues reflect 87% of budgeted revenues through July 31, 2016. The revenues are under budget by 13% due to several reasons, contractual revenues from RAMCO \$93,000 received and contract revenue under budget \$140,000 for UAP (Poly Technic, City of Bartow and Lakeland) that lags three months. Farebox revenues are under budget \$155,495 due to decline in ridership of 16% for fixed route and 39% for Paratransit Services.

Ad Valorem taxes reflect \$3.7 million or 101% of budget. The total budgeted revenues is \$3.65 million.
 Revenues are over the budget since only 95% of the taxes are budgeted.

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 effective fiscal year 2014-2015. The second billing covered the second quarter ending March 31, 2016. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The year-to-date grant revenue totaled \$787,000 with the remaining balance to be accrued.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- Advertising income totaled \$124,000 or 72% of YTD budget.
- The Support cost reimbursement revenue is over budget since other reimbursements are included.
- Other revenues are not significant and are on a cash basis which means these revenues are recognized when the cash is received and in line with the year-to-date budget.

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date July 31, 2016 FY 2015-2016

EXPENSES:

The total expenses year-to-date through July 31, 2016 totaled \$7.02 million or 82% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of July 31, 2016 these expenses totaled \$5.1 million or 94% of the YTD budget of \$5.4 million due to vacant positions.
- Professional and Technical Services expenses totaled \$231,000 or 56% of the YTD budget; a favorable variance.
- Other services expenses totaled \$49,000 or 53% of the YTD budget, a favorable variance.
- Fuel expenses totaled \$329,000 or 38% YTD budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$489,000 under budget by 33% due to decrease use of parts and supplies, a favorable variance
- Advertising promotion expenses totaled \$34,000 under over 6% offset with revenues.
- Dues and subscriptions, and office supplies are over budget due to payment for the City of Lakeland Bicycle Program subscription.
- Property appraiser, Tax Collector Commission and CRA payments totaled \$276,000, over the budget due to property appraiser fees and CRA fees of \$139,200.

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through July 31th the financials reflect an unfavorable actual variance of \$298,000 due to receipt of property tax revenue at 101% level and the lagging of the FDOT and FTA revenues. However finance is in the process of getting reimbursed now that the FTA TrAMS system is functional and the JPA-FDOT agreements are in place.

STATISTICAL TRE	STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS														
9/30/15 9/30/2014 9/30/2013 9/30/2012 9/30/2															
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										

FY 2016 MONTHLY FINANCIAL STATEMENT MONTH OF Jul 2016

	Month										YTD				۸nn	roved Annual
		Actual		Budget		Variance			Actual		Budget		Variance		Thh	Budget
		Actual		buuget		\$'s	%		Actual		<u> </u>		\$'s	%		Buuget
REVENUES:																
Farebox/Pass Sales	\$	60,497	\$	82,228	\$	(21,731)	-26%		666,789		822,283	\$	(155,495)	-19%		986,740
Contract Income (UAP)	\$,	\$	27,787	\$	(9,563)	-34%	\$	137,384	\$	277,867	\$	(140,483)	-51%	\$	333,440
Other Contract Revenue	\$	12,532	\$	42,799	\$	(30,268)	-71%	\$	530,366	\$	427,992	\$	102,374	24%	\$	513,590
Miscellaneous Income	\$	25,066	\$	833	\$	24,232	2908%	\$	60,313		8,333	\$	51,980	624%	\$	10,000
Advertising Revenues	\$	28,987	\$	14,500	\$	14,487	100%	\$	124,440		145,000	\$	(20,560)	-14%	\$	174,000
Investment/Interest Income (net)	\$	2,224	\$	93	\$	2,131	2283%	\$	14,208	\$	933	\$	13,275	1422%	\$	1,120
Ad Valorum Income, net	\$	2,474	\$	2,474	\$	-	0%	\$	3,679,187	\$		\$	30,827	1%	\$	3,648,360
FDOT Operating Grant	\$	628,076	\$	136,799	\$	491,277	359%	\$	786,794	\$	1,367,992	\$	(581,197)	-42%	\$	1,641,590
Federal Operating Grant	\$	-	\$	218,673	\$	(218,673)	-100%	\$	54,393	\$	2,186,733	\$	(2,132,340)	-98%	\$	2,624,080
Charitable Contributions	\$	-	\$	-	\$	-	0%	\$	-	\$	-	\$	-	0%	\$	-
Cost Recovery	\$	-	\$	-	\$	-	0%	\$	12,958	\$	-	\$	12,958	0%	\$	-
Bartow Express	\$	14,194	\$	4,402	\$	9,792	222%	\$	42,753	\$	44,017	\$	(1,264)	-3%	\$	52,820
PCTS - Support Cost Reimb.	\$	31,494	\$	28,161	\$	3,333	12%	\$	607,304	\$	281,608	\$	325,695	116%	\$	337,930
Reserve																
TOTAL REVENUES	\$	823,768	\$	558,750	\$	265,018	47%	\$	6,716,890	\$	9,211,118	\$	(2,494,228)	-27%	\$	10,323,670
								_								
ELIGIBLE EXPENSES:																
Salaries	\$	330,904	\$	362,436	\$	(31,532)	-9%	\$	3,438,027	\$	3,624,364	\$	(186,337)	-5%	\$	4,349,237
Employee Benefits	\$		\$	179,581	\$	(8,756)	-5%		1,589,078	\$	1,795,807		(206,729)	-12%	\$	2,154,968
Advertising Fees - Admin	\$		\$	1,008	\$	3,873	384%		7,947		10,083	\$	(2,136)	-21%	\$	12,100
Professional & Technical Serv.	\$,	\$	34,567	\$	(28,460)	-82%		230,575	\$	345,667	\$	(115,091)	-33%	\$	414,800
Contract Maintenance Service	\$,	\$	7,750	\$	(5,757)	-74%		49,002		77,500	\$	(28,498)	-37%	\$	93,000
Other Services	\$		\$	11,546	\$	(348)	-3%	\$	43,615		115,458	*	(71,843)	-62%	\$	138,550
Fuel & Lubricants (net)	\$	18,135	\$	73,428	\$	(55,293)	-75%	\$	328,622	\$	734,275	\$	(405,653)	-55%	\$	881,130
Freight	\$	-	\$	25	\$	(25)	-100%	\$,	\$	250	*	2,785	1114%	\$	300
Repair & Maintenance Admin Bldg	\$	195	\$	1,000	\$	(805)	-81%	\$	5,641	\$	10,000	\$	(4,359)	-44%	\$	12,000
Materials & Supplies	\$	47,537	\$	60,451	\$	(12,914)	-21%		489,017		604,508	\$	(115,491)	-19%	\$	725,410
Utilities/Telephone - Admin	\$		\$	9,208	\$	(1,676)	-18%		88,008	\$	92,083	\$	(4,076)	-4%	\$	110,500
Physical Damage Insurance	\$	2,311	\$	2,154	\$	157	7%	\$	20,656	\$	21,542	\$	(885)	-4%	\$	25,850
Liab & Prop Damage Insurance	\$	21,309	\$	18,250	\$	3,059	17%	\$	177,642	\$	182,500	\$	(4,858)	-3%	\$	219,000
Other Corporate Insurance	\$		\$	58	\$	(58)	-100%	\$	1,010		583	\$	427	73%	\$	700
Dues & Subscriptions	\$	585	\$	1,529	\$	(944)	-62%	\$	39,618		15,292	\$	24,326	159%	\$	18,350
Education/Training/Meeting/Travel	\$	5,049	\$	6,086	\$	(1,037)	-17%	\$	65,347		60,858	\$	4.489	7%	\$	73,030
Service Charges	\$	1.417	\$	3.483	\$	(2,066)	-59%	\$	13,200		34.833	\$	(21,634)	-62%	\$	41,800
Office Expense	\$	3,868	\$	4,096	\$	(228)	-6%	\$	57,102		40,961	\$	16,141	39%	\$	49,153
Advertising & Promotion	\$		\$	3,033	\$	(668)	-22%		34,263		30,333	\$	3,930	13%	\$	36,400
Miscellaneous Expenses	\$	11,014	\$	1,850	\$	9,164	495%	\$	57,628	\$	18,500	\$	39,128	212%	\$	22,200
Property Appraiser/Tax Collector Comm	\$	49	\$	21,533	\$	(21,484)	-100%	\$	276,385	\$	215,333	*	61,052	28%	\$	258,400
PTA/Winter Haven Billable Expenses	\$	6	\$	517	\$	(511)			6	\$	5,167		(5,161)	-100%	\$	6,200
Capital Expenditures	Ψ	O	\$	56,716	Ψ	(311)	-33 /0	Ψ	O .	\$	567,160	Ψ	(3,101)	-10070	\$	680,592
TOTAL ELIGIBLE EXPENSES:	\$	647,280	\$	860,306	\$	(213,025)	-25%	\$	7,015,424	\$	8,603,059	\$	(1,587,634)	-18%	\$	10,323,670
NET REVENUES OVER		011,200	<u>*</u>	555,566	<u>*</u> _	(2.0,020)	-20/0	<u> </u>	1,010,724	<u>*</u>	3,000,000	<u>*</u>	(1,001,004)	- 10 /0	<u>*</u>	. 5,525,576
		476 407	•	(204 EEC)	•	470.040			(200 E24)	•	600.000	•	(000 E00)		•	(0)
(UNDER) EXPENSES	2	<u> 176,487</u>	2	(301,556)	2	478,043		2	(298,534)	\$	608,060	2	(906,593)		2	(0)

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

September 21, 2016 AGENDA ITEM #3(b)

Agenda Item: July 31, 2016 Financials for Polk County Transit Services

Contract – FY 2015-16

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

Summary: The Interim Financial Statement covers a period of less than

one year. The report is used to convey the performance of the District's financial position and budget comparisons – budget to actual on a year-to-date basis. Unlike annual financial

statements, Interim Statements do not have to be audited.

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

the budget.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #3(b)

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of July 31, 2016
Year to Date Report
Percent of FY Reported (83%)

Revenues

- ➤ The revenues totaled \$4.02 million or 82% of the year-to-date budget.
- ➤ The FTA grant drawdown will occur later in the fiscal year based on expenses incurred on a reimbursement basis.
- Fare Revenues totaled \$98,664 or 63% of the year-to-date budget.
- ➤ The County funding is designed to reflect a 1/12 allocation as cash advance to facilitate cash flow with receipt of \$4.5 million.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$3.9 million or 72% of the year-to-date budget.
- ➤ Salaries and wages totaled \$2.0 million or 70% of the YTD Budget.
- ➤ Operating expenses totaled \$1.5 million or 69% of the YTD Budget.
- ➤ The contract services is for contractual cost for the Lynx service and other planned contractual services. The year-to-date expenses totaled \$480 million or 77% of the YTD Budget.

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

Revenue

	An	nual Budget	%	Y	TD Budget	Y	TD Actual	Percent Expended
Revenues								
FTA 5307 Grant	\$	1,125,545	17%	\$	937,954	\$	-	0%
Fares	\$	186,661	3%	\$	155,551	\$	98,064	63%
PCTS	\$	5,245,278	80%	\$	4,371,065	\$	4,371,065	100%
Total	\$	6,557,484	100%	\$	5,464,570	\$	4,469,129	82%

Expenses

	An	nual Budget	%	Y	TD Budget	\ \	TD Actual	Percent Expended
Labor	\$	3,434,803	52%	\$	2,862,336	\$	2,006,657	70%
Contract	\$	833,783	13%	\$	694,819	\$	476,173	69%
Operating	\$	2,288,898	35%	\$	1,907,415	\$	1,466,489	77%
Total	\$	6,557,484	100%	\$	5,464,570	\$	3,949,319	72%

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

September 21, 2016 AGENDA ITEM # 3(c)

Agenda Item: Transportation Disadvantaged Transit Service Operators

Presenter: David Persaud, Chief Financial Officer

Recommended

Action:

Recommend Board approve the award of RFP 16-032 for Transportation Disadvantage Transit Service Operators to

ElderPoint Ministries of Greater Lakeland, Inc.

Anticipated Funding Source:

Transportation Disadvantage State Grant

Summary:

On July 20, 2016 the District issued a Request for Proposal #16-032, for qualified firms interested in providing ambulatory and wheelchair services to the Transportation Disadvantaged within Polk County and its surrounding service areas.

The solicitation was provided to the District's registered vendors and state certified Disadvantaged Business Enterprise (DBE) and/or Minority Business Enterprise (MBE). Thirty-seven firms received notification of the posting, of which 31% were DBE firms found through the BizNet website.

A single offer was received and evaluated on responsiveness and price. A responsibility review was conducted to ensure the firm was experience, adequately staffed, and understood the requirements as outlined in the solicitation.

A review of the solicitation process was conducted in accordance with Federal Transit Administrations Best Practices Manual, with the findings published in the attached Memorandum.

The review resulted in the firm of ElderPoint Ministries of Greater Lakeland, Inc. being recommended for award.

Attachments: Award Analysis

Findings and Determination Memorandum

Lakeland Area Mass Transit District

AWARD ANALYSIS AND SUMMARY SHEET

Solicitation Number: 16-032

Contract Information

A. Description:

Transportation Disadvantaged Transit Service Operators

B. Contractor:

ElderPoint Ministries of Greater Lakeland, Inc.

C. Contract Number:

16-033

D. Contract Amount:

Current Estimate \$30,000 Annually (Not to Exceed \$150,000)

E. Contract Type:

Firm Fixed Unit Price

F. Term of Contract:

One year base term

G. Options Available:

Two - One year option terms

H. Base Term Expiration: 10/2017

I. Options Term(s) Expiration:

10/2019

J. Funding Source:

Operating and/or Grant Funds

Solicitation Information

A. Issue Date:

07/20/2016

- B. Number of Notifications Sent: Thirty-seven (37) firms received notification of the solicitation posting on Demand Star, LAMTD's website, and via email. This included twentynine (9) registered DBE's found through the BizNet website.

C. Date and Time Offers were due: 08/19/2016, 2:00 P.M. Eastern Standard Time

D. Number of Timely Offers Received:

One (1)

E. Price Summary of offer received:

Offeror	Initial Project Cost	Extended Service Not to Exceed Amount
ElderPoint Ministries of Greater Lakeland	\$30,000	\$150,000

F. Late Offers (if any):

None

G. Discussion of Nonresponsive Offers (if any): See attached Findings and Determination

H. Cost Price Reasonableness Summary: A comparison to the Independent Cost Estimate (ICE) provided by the District's project manager, the prior TD Service Contract, and the rate model submitted to the LCD subcommittee; found the offer to be fair and reasonable.

I. Determination of Responsibility:

Reference Checks: Based on the prior CTC's experience and that of the District's project manager and senior planner.

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_s
 uspended_discriminatory_complaints_vendor_lists)
- Office of Inspector General (http://exclusions.oig.hhs.gov/Default.aspx)

 System for Award Management (https://exclusions.oig.hhs.gov/Default.aspx)
- J. Protests received (and disposition of any received, if applicable): None.

Determination and Recommendation

Douglass Screen Printing dba DPrint 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:

Purchasing Agent/Contracts Specialist

Date

LAKELAND AREA MASS TRANSIT DISTRICT (LAMTD)

Office of Purchasing and Contracts 1212 George Jenkins Blvd, Lakeland Florida 33815

Findings and Determination Memorandum

DATE: August 31, 2016 Solicitation # 16-032

ACTION TO BE APPROVED: Single Bid Award

- A Request for Proposal (RFP) No. 16-032 was issued July 20, 2016 for Transportation Disadvantaged Transit Service Operators.
- The services have annual estimated cost of \$30,000, not to exceed \$150,000, and may use grant funding.
- The solicitation was posted on the Districts website, the public bidding site Demandstar, and sent via email, to 37 firms, 22 of which confirmed receipt.
- A pre-offer conference was held on July 27th.
 - o Six potential offerors were in attendance.
 - o Conference discussion, questions, and concerns were addressed as Amendment 3 to the solicitation.
- Offer submissions were due on August 19, 2016 at 2:00 p.m. EST.
 - o A single timely offer was received by the firm of ElderPoint Ministries of Greater Lakeland, Inc.
 - o Two Statements of Decline and one verbal explanation, as to no-bid, was received with the following notations:
 - Looking to offer transport services exclusively to veterans.
 - Insufficient time to respond and unable to meet bonding and/or insurance requirements.
 - Reporting restrictions use of alternate external programs with data uploads to Trapeze
- In reviewing the no bid explanations against that of the documented solicitation process, it was determined the solicitation was void of bonding requirement, allowed for exceptions to be taken against the insurance requirements, and no submittals requesting a time extensions were received. The RFP specifications also allowed for external access to Trapeze; demonstrating the statements were unfounded.
- The offer submitted by the firm of ElderPoint Ministries of Greater Lakeland, Inc. was reviewed in three areas. The
 responsiveness revealed minor irregularities that were addressed/corrected. The responsibility review, revealed no
 adverse findings. The technical review, by two evaluation committee members, revealed exemplary experience and
 capabilities.
- A pricing review was conducted to determine fair and reasonableness of the offer received. A comparison to the Independent Cost Estimate (ICE) provided by the District's project manager, the prior TD Service Contract, and the rate model submitted to the LCD subcommittee; found the offer to be fair and reasonable.

DETERMINATION

Based upon the evaluation criteria set forth within the solicitation and the findings stated above, the District is to recommending the firm of ElderPoint Ministries of Greater Lakeland, Inc. to the CTD and LAMTD's Board of Directors for Award of the Transportation Disadvantaged Transit Service Operators.

APPROVING OFFICIAL			
NAME/TITLE:	Lisa Harris, Contract Specialist		
SIGNATURE:	OR Harris	DATE:	August 31, 2016
NAME/TITLE:	David Persaud, CFO		
SIGNATURE:	& Albanial	DATE:	8/3//16

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #4(a)

Agenda Item: Executive Director Employment Agreement

Presenter: The Darby Group

Recommended

Action: Agreement Approval

Summary: Oral Presentation

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into, effective as of _______, 2016, by and between the Lakeland Area Mass Transit District, an independent special taxing district, hereinafter referred to as the "District", and Thomas S. Phillips, hereinafter referred to as the "Employee". This Agreement supersedes all prior agreements and understandings (whether written or oral) between the District and Employee with respect to the subject matter hereof.

For and in consideration of the mutual covenants and agreements herein contained, and the monies to be paid hereunder, the District hereby employe Employee, and Employee hereby agrees to work for and continue to be employed by the District, upon the following terms and conditions:

1. <u>Em</u> j	oloyee's Duties. En	nployee shall serve as	Executive Dir	rector of the D	istrict. E	Employee
agrees to perform t	he functions and	duties of that office	and to perform	m other legally	permis	sible and
proper duties and fu	nctions, as directe	d by the governing b	ody of the Dist	rict, hereinafter	referred	l to as the
"Board". Employee	s job description is	s set forth on Exhibit	"A" attached h	iereto.		

2.	Term.	The term of the Employment Agreement shall begin on, 2	2016, and
shall terminate	on	, 2017; provided, however, that the Employment Agreement	t shall be
automatically re	enewed	for up to four (4) additional one (1) year terms, commencing on	2017,
2018	, and _	, 209, respectively, contingent upon successful performance evalu	ations by
the Board at the	end of	the initial one (1) year term and any successive one (1) year renewal term.	

- 3. <u>Resignation.</u> Notwithstanding any other provision in this Employment Agreement, Employee may resign his position with the District at any time after providing the Board with at least thirty (30) days written notice that he intends to resign. In such event, Employee will only be entitled to accrued salary and benefits up to the resignation date in the written notice.
- 4. <u>Termination.</u> Notwithstanding any other provision in this Employment Agreement, Employee's employment may be terminated at any time by the Board upon a unanimous vote by the Board finding, in its sole good faith discretion, that the Board has lost confidence in Employee's ability to carry out his duties. In such event, Employee will only be entitled to accrued salary and benefits up to the date of the vote.
- 5. <u>Salary.</u> Employee's salary for the first year of the initial one (1) year term is \$126,250.00. Employee's salary for the second year of the initial term and for any additional one (1) year term shall be set annually by the Board, based on performance evaluations by the Board and may be increased up to 4% per term. Employee's salary shall be paid bi-weekly, as other employees of the District are paid.
- 6. <u>Health, Dental, and Vision Insurance.</u> In addition to Employee's salary described in paragraph 5 above, the District shall pay the insurance premiums for Employee and his family for the health, dental, and vision insurance offered to other District employees from time to time.
- 7. <u>Other Employee Benefits.</u> Employee shall be entitled to all of the benefits offered to other District employees from time to time in accordance with the District's policies and procedures.
- 8. <u>Notices.</u> Unless otherwise specified, notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For District: Lakeland Area Mass Transit District

Attn: Ben H. Darby, Jr., Esquire P.O. Box 2971 Lakeland, Florida 33806-2971

For Employee:	Thomas S. Phillips				
oral or written, between the part the District and contains all of rendering of such services in an no representations, inducements party, or anyone acting on bel agreement, statement, or prom	nt of Parties. This Agreement supersedes any and all agreements, either ies hereto with respect to the rendering of services by the Employee for the covenants and agreements between the parties with respect to the y manner whatsoever. Each party to this Agreement acknowledges that promises, or agreements, orally or otherwise, have been made by any half of any party, which are not embodied herein, and that no other se not contained in this Agreement shall be valid or binding. Any will be effective only if it is in writing, signed by the party to be bound				
	7. If any provision of this Agreement is held by a court of competent or unenforceable, the remaining provisions will continue in full force lated in any way.				
11. <u>Governing Law.</u> This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to such state's choice of law provisions that may dictate that the law of another jurisdiction shall prevail. Venue shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division.					
	either this Agreement nor any duties or obligations under this Agreement e without the prior written consent of the District.				
Executed at Lakeland, F	orida on				
	LAKELAND AREA MASS TRANSIT DISTRICT				
Witness	By:				
Witness	EMPLOYEE				
Witness	Thomas S. Phillips				

Witness

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #4(b)

Agenda Item: Interlocal Agreement for Countywide Transit System

Presenter: The Darby Group

Recommended

Action: Approval of the Interlocal Agreement for Countywide Transit

System

Summary: Oral Presentation

Attachment: Agreement

INTERLOCAL AGREEMENT FOR COUNTYWIDE TRANSIT SYSTEM

This Interlocal	Agreement ("this Agreement") is made and entered into, as of the
day of	, 2016, by and between Polk County, a political subdivision
of the State of Florida	(the "County"), and the Lakeland Area Mass Transit District, an
independent special dis	strict (the "District").

WITNESSETH:

WHEREAS, the Polk Transit Authority was created under Chapter 2007-275, Laws of Florida, with the stated purpose to provide for the consolidation of transit services in Polk County and to provide for the transition to a countywide transit system; and

WHEREAS, the County is a provider of both urban and rural-based public transportation services; and

WHEREAS, the District is a public transportation operator in the Lakeland Urbanized Area and elsewhere in Polk County; and

WHEREAS, the County and the District have made and entered into Transit Operator Agreements for the provision of certain transit services in Polk County; and

WHEREAS, the County desires that the District operate and manage all transit services in Polk County; and

WHEREAS, the District has the power to contract with federal, state, and local governmental agencies, private companies, and individuals concerning the establishment, operation, and maintenance of public mass transportation systems; and

WHEREAS, the District and the County previously entered into an Interlocal Agreement for the transition of the operation and management of all transit services from the County to the District; and

WHEREAS, the County has successfully transferred all beneficial interest in any and all transit grants it previously received to the District, as the new beneficiary; and

WHEREAS, the District and the County now desire to enter into a new agreement for the provision of the same services by the District for all transit services in Polk County.

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

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>Management and Operation of Transit Services</u>. The District shall manage and operate transit routes within Polk County, Florida pursuant to the routes, service hours, frequency, miles and vehicle assignments the District determines and which is described in each County-approved grant application (the "Services").
- 3. County Funding for Management and Operation of Transit Services. The County has completed the transition and transfer of all County transit grants to the District as of the Effective Date of this Agreement. Therefore, the County shall only be obligated to contribute to the actual cost of matching funds necessary for the District to receive transit grant funds for grants previously approved by the County, for the period of October 1, 2016 through September 30, 2017. The County agrees to pay the District an amount equal to \$1,960,704.00, as further specified in Attachment A, attached hereto and incorporated herein by reference, by Match Required for WHAT. The schedule of payments will be as follows: one-half (\$980,352) on October 15, 2016 with the remainder to be paid in three equal installments of \$326,784 each on January 15, 2017, April 15, 2017, and July 15, 2017. The District will submit to the County all transit grantor-approved documentation and accompanying invoices necessary in order for the County to confirm the accuracy of the amount of funds to be paid by County to District for transit grant matching purposes, including, but not limited to copies of FDOT approved invoices and reimbursement checks, quarterly FTA reports and backup documentation to drawdown requests. The grantor approved documentation and accompanying invoices should be sent to the County on the same frequency that

LAMTD bills grantor or at least on a quarterly basis. Additionally, information must be provided by the District on a quarterly basis, as specified on Attachment B, Contract Quarterly Report, attached hereto and incorporated herein by reference, for the purpose of supporting actual costs incurred and paid by the District. In all cases, internal control measures must be in place to provide reasonable assurance that charges are accurate. Should the District fail to submit any required documentation, including, but not limited to, grantor-approved invoices and that required pursuant to Attachment B, the County has the right to withhold payment until the District is compliant with the provision of the same. In the event the actual matching expenses for the year are less than the projected matching expenses, District shall refund to the County the difference between the projected matching expenses and the actual matching expenses within thirty (30) days after the District has submitted the final grant billing to the County.

4. Funding Changes or Funding Delays

For the time period prior to August 3, 2016, County understands that FDOT Grants AQ379, AQ407, AQR07 may not be invoiced by District to FDOT until the acceptance by FDOT of billing from the previous month. Should an invoicing or grant fund payment delay occur due to any circumstance outside of the District's control including the District's failure to properly document the invoices in accordance with FDOT requirements, County agrees to fund all operations associated with the grants mentioned above. District agrees to repay County for any funds provided during the delay by December 31, 2016.

5. Funding Emergency

District and County Agree that in the event federal or state funds are temporarily or permanently unavailable the District shall fund the operations within the District boundaries and the County may, in its sole discretion, fund all operations outside of the District's territory.

6. New or Increased Grant Opportunities. District agrees to seek and obtain approval from County prior to the application for any new transit grants or additional

- funding under existing grants for the Services to the extent District will be seeking matching contributions from the County for the same. The County shall not be obligated to provide matching funds for any transit grant opportunities unless the same is approved by the County in advance of the grant application.
- 7. Facilities, Bus, Vans, Support Vehicles, Radios, and IT Transit-Related Equipment, and Emergency Management. The District and the County shall enter into separate agreements for the management and provision of applicable services related to transit facilities, vehicles and maintenance of the same, radios, IT-related equipment and certain emergency management matters. Such agreements shall be coterminous with this Agreement.
- 8. Monitoring Plan. District consents and agrees to the monitoring and information gathering of Services by the County to the extent and in substantially similar form as that provided in Attachment C, Monitoring Report, attached hereto and incorporated herein by reference. The monitoring by the County shall occur at least twice each calendar year.
- 9. Payment Withholding for Previous Amounts Owed. The County and the District acknowledge that certain funds are due and owing by the District to the County pursuant to that certain Interlocal Agreement for Transition to a Countywide Transit System, by and between the parties, dated effective as of October 1, 2015 (the "Original Interlocal Agreement"). Further, the parties acknowledge that the final amount to be paid by the District to the County pursuant to the Original Interlocal Agreement has not been determined as of the effective date of this Agreement. The parties hereto agree that the County reserves the right to withhold any amounts due and owing to the District pursuant to the terms of this Agreement in the event the District has not reimbursed the County in full all amounts due and owing pursuant to the Original Interlocal Agreement by February 1, 2017. Alternatively, the County reserves the right to apply the balance owed to it by the District pursuant to the Original Interlocal Agreement against any amounts that

may be due and owing by the County to the District, from time to time, under this Agreement.

- 10. <u>Insurance Requirements</u>. The District shall maintain at all times during the term of this contract, the following insurance policies, with an insurance company(ies) that has (have) a minimum rating of A VIII by A.M. Best, and that is (are) authorized to do business in the State of Florida.
 - a. Such insurance policies shall insure the District against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the District under the terms and provisions of the contract.
 - i. Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (federal, maritime, etc.).
 - ii. Employers Liability insurance with the following minimum limits and coverage:

1.	Each Accident	\$1,000,000
2.	Disease-Each Employee	\$1,000,000
3.	Disease-Policy Limit	\$1,000,000

iii. General Liability insurance, without restrictive endorsements, with the following minimum limits and coverage:

1.	Each Occurrence/General Aggregate	\$1,000,000
		\$2,000,000
2.	Products-Completed Operations	\$2,000,000
3.	Personal & Advertising Injury	\$1,000,000
4.	Fire Damage	\$50,000
5.	Medical Expense	\$5,000

iv. Auto Liability insurance, including owned, non-owned, and hired autos, including Pollution Liability due to accident or overturn, with the following minimum limits:

1. Combined Single Limit \$1,000,000

- v. Auto Physical Damage insurance based upon the replacement cost, or other valuation basis to which the County has agreed, of each vehicle. The County shall be listed as a loss payee as response auto physical damage insurance for the County's vehicles that are subject of this contract.
- vi. Pollution Liability covering fuel handling and operations, both on and off any scheduled premises. With the following minimum limits:
 - 1. Per Pollution Event \$1,000,000

2. Annual Aggregate

\$2,000,000

- b. All policies shall have no greater than a \$25,000 deductible or self-insured retention, without approval of the County.
- c. Polk County, a political subdivision of the State of Florida, shall be named as an additional insured on the General Liability, Auto Liability, and Pollution Legal Liability insurance policies.
- d. The General Liability, Auto Liability, Workers' Compensation, and Pollution Liability policies shall contain a waiver of subrogation provision in favor of the County, shall be primary and noncontributory to any insurance that may be available to the County, and shall include a cross Liability or Severability of Interests provision.
- e. The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance.
- f. If it is not possible for the District to certify compliance on the certificate of insurance with all of the above requirements, then the District shall provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions. The County has the right the request copies of the policies and review all policies prior to the inception of this contract.
- g. Certificate(s) of Insurance shall be issued to: Lea Ann Thomas, Deputy County Manager, P.O. Box 9005, Drawer CA01, Bartow, FL 33831-9000.
- h. The District shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the District evidencing coverage and limits in accordance with the District's requirements.
- i. All deductibles and self-insured retentions shall be shown on the Certificate(s) of Insurance. The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible

- or self-insured retention shall be the sole responsibility of the District and/or subcontractor providing such insurance.
- j. Neither approval, nor failure to disapprove insurance provided by the District shall relieve the District from liability. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract.
- 11. <u>Term.</u> The term of this Agreement shall be October 1, 2016 through September 30, 2017. This Agreement shall automatically renew for two (2) additional one (1) year terms unless written notice of termination is sent by one party to the other party no later than sixty (60) days prior to the end of the original term or any renewal term thereof.
- 12. <u>Termination</u>. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, in whole or in part, by either party, upon written notice given at least thirty (30) days in advance of the effective date of termination.
- 13. <u>Interlocal Agreement</u>. This Agreement shall be deemed to be an "Interlocal Agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969 and shall become effective upon being filed with the Clerk of the Circuit Court of Polk County, Florida.
- 14. <u>Attorney's Fees and Expenses</u>. If a dispute arises between the parties hereto in connection with this Agreement, each party shall bear their own attorney's fees, costs, and expenses, including any paralegal's fees and any fees and expenses in connection with any appellate proceedings.
- 15. No Personal Liability. No provision, representation, covenant, or agreement contained in this Agreement, or any obligation herein or therein imposed upon the County or the District, or the breach thereof, shall constitute or give rise to or impose any personal liability upon any officer or employee of the County or the District.

- 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connections with the subject matter hereof, except as specifically set forth herein.
- 17. Amendments, Assignments, and Waivers. No amendment, supplement, modification, assignment, or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification, assignment, or waiver of this Agreement shall be filed with the Clerk of the Circuit Court of Polk County, Florida
- 18. <u>Public Records</u>. District acknowledges the Licensee's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. District further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, District shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

Without in any manner limiting the generality of the foregoing, to the extent applicable, eTransX acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

i) keep and maintain public records required by the Licensee to perform the services required under this Agreement;

- ii) upon request from the Licensee's Custodian of Public Records or his/her designee, provide the Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if District does not transfer the records to the Licensee; and
- iv) upon completion of this Agreement, transfer, at no cost, to the Licensee all public records in possession of District or keep and maintain public records required by the Licensee to perform the service. If District transfers all public records to the Licensee upon completion of this Agreement, District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Alternatively, if District keeps and maintains public records upon completion of this Agreement, District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensee, upon request from the Licensee's Custodian of Public Records, in a format that is compatible with the information technology systems of the Licensee.

IF DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIASON OFFICER POLK COUNTY 330 WEST CHURCH ST. BARTOW, FL 33830 TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

19. <u>Notices</u>. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

COUNTY: Polk County

Attn: County Manager

P.O. Box 9005, Drawer CA01

330 W. Church Street

Bartow, Florida 33830-9005

DISTRICT: Lakeland Area Mass Transit District

Attn: Tom Phillips, Executive Director

1212 George Jenkins Boulevard

Lakeland, Florida 33815

Either of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates, or other communications may be sent. Any notice shall be deemed given on the date such notice is to be delivered by hand or facsimile transmission or three days after the date mailed.

- 20. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.
- 21. <u>Rights Cumulative</u>. All rights, powers, and remedies of the County and the District hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the County or the District by law.

- 22. <u>Controlling Law and Venue</u>. This Agreement shall be construed and interpreted under the laws of the State of Florida. Any suit brought to enforce this Agreement shall be in the state courts in and for Polk County, Florida.
- 23. <u>Parties in Interest</u>. This Agreement shall insure to the benefit of the County and the District. It is not the purpose of this Agreement to render any other party a third party beneficiary hereof.
- 24. Nothing contained herein shall operate or be construed as a waiver of the District's or the County's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
- 25. <u>Recitals</u>. The recitals set forth at the beginning of this Agreement are hereby incorporated by reference into the body of this Agreement as if set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date specified below.

POLK COUNTY, a political subdivision of the State of Florida	DISTRICT, an independent special district
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
ATTEST: Stacy M. Butterfield, Clerk	Witness: Printed Name:
By: Deputy Clerk	
Deputy Clerk	Witness:
Reviewed as to form and legal sufficiency:	Printed Name:
County Attorney's Office	

Attachment A

		Match Required f	or WHAT			Non County In-kind Match	Balance
FTA		Total Grant	Federal	State	Local	\$2,160,223.00	
5307 award	WHAT Fixed Route	\$3,892,090	\$2,147,360		\$1,744,730	\$1,744,730	\$0
5339 Award	WHAT Capital	\$252,088	\$201,670			\$0	
5311 Award	Rural Routes	\$1,601,150	\$800,575		\$800,575	\$415,493	
5310 Award	Senior/Disabled Capital	\$350,139	\$280,111	\$35,014	\$35,014		
5316 Award	JARC route 603	\$152,959	\$76,479		\$76,479	\$0	\$76,479
5317 Award	New Freedom Smart Shuttle	\$179,616	\$89,808		\$89,808	\$0	\$89,808
FHWA Transfer	Congestion Management	\$62,076	\$49,661		\$12,415	\$0	\$12,415
FHWA Transfer	Congestion Management	\$136,958	\$109,566		\$27,392	\$0	\$27,392
		•	•	•		\$2,160,223.00	\$626,190.15
Total FTA		\$6,627,075	\$3,755,230	\$85,431	\$2,786,413	7	
	•					_	
State		Total Grant	Federal	State	Local	County Cash Match	
Block Grant	FDOT WHAT Contribution	\$1,423,546		\$711,773	\$711,773	\$711,773	\$711,773
TD	Transportation Disadvantaged	\$1,378,393		\$1,240,365	\$137,818	\$137,818	\$137,818
						_	\$849,591.00
Total State		\$2,801,939	\$0	\$1,952,138	\$849,591		
	1	1 40.400.044	40 === 000	An 007 550	40.505.004	1	
Over all totals		\$9,429,014	\$3,755,230	\$2,037,569	\$3,636,004	<u> </u>	
				No	¢2.450.222	1	
				Non-county match funds	\$2,160,223	1	
				Difference	\$1,475,781	1	
				Difference	\$1,473,781	County Sponsored Routes	
				Routes 427-416	\$353,306		
				County Share 22XL	\$131,617		-
				County Share 22XL	\$131,017		J State Balance
						· · ·	FTA Balance
				County Contribution	\$1,960,704		
				,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<i>+-//</i> ··	

ATTACHMENT B

CONTRACT QUARTERLY REPORT

A. On-Time/Operational Compliance:

Para-Transit Performance:	
	Evaluate Daily Schedule
	Adherence by:
	Requesting specialized
	Trapeze inquiries.
	Requesting a copy of the daily
	manifest and meeting vehicle
	at scheduled locations.
	Observing vehicles at pre-
	determined locations.
Fixed-Route Performance:	Perform "secret rider" trips
	To evaluate:
	On-time schedule compliance.
	Driver courtesy and safety.
	Bus cleanliness.

B. Financial Management:

Verify Data Presented in:	
FFR Quarterly Reports	
Draw Downs of Grant Funds	
FDOT Billing Reports	

C. Eligibility Criteria:

Ensure that Individuals Who Apply for Reduced-Rate Fares are:
Promptly and Properly Assessed.
Given Passes in a Timely Manner.
Recorded in Appropriate Files.

D. Compliance with Florida Administrative Code (F.A.C.) Rule Chapter 14-90:

(1). General Information.	
(2). System Safety Program Plan Files.	
(3). Vehicle Safety Inspection Records.	
(4). Proof of Valid Driver's Licenses Records.	
(5). Driver Training Records.	
(6). Operational and Safety Procedures.	
(7). Driving Hours and Work Periods.	
(8). Records of Pre-Employment Medical Exams.	
(9). Records of Biennial Medical Exams.	
(10). Vehicle Maintenance Records.	
(11). Records of Vehicle Accidents.	
(12). Driver's Daily Vehicle Inspection File.	
(13). Vehicle Emergency Equipment and Safety	
equipment Inspection.	
(14). Adoption of Safety Standards and	
monitoring of Private Contractors:	
	Transit Providers:
	Ensure that LAMTD has conducted initial
	checks of contractor personnel and vehicles.
	Ensure that LAMTD evaluates newly acquired
	vehicles and personnel.
	Ensure that LAMTD does annual monitoring.
	Substance Abuse Program:
	Ensure that LAMTD oversees:
	Third-Party Administrator.
	Testing Laboratory.
	Medical Review Officer (MRO).
(15). Compliance with "Drug-Free Workplace	
Act."	

E. Grievance Processing

Ensure that LAMTD:
Has procedures to inform patrons of grievance procedures.
Records grievances.
Resolves them in a timely manner.
Takes effective corrective action.

Attachment C - Monitoring Report

Attachment C - Monitoring Report			
FIRST QUARTER			
OCTOBER, XXXX			
S.M.A.R.T. Shuttle	TOTALS		
Ridership			
DaysThis Month			
Monthly Rev Miles			
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers per Hour	#DIV/0!		\$0.00
Bus Passes	TOTALS		
31 day unlimited pass	0		
Weekly Pass	0		
20 one-way Adult Ride Pass	0		
one-way Adult Ride Pass (single use)	0		
15 Ride Student Pass	0		
one-way Student Ride Pass (single use)	0		
15 Ride Senior/ Disabled Pass (65+, Disabled)	0		
Total Passes	0		

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled			-
Other			
One-Way Trips by Passenger Type			-

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS	
Unmet Medical	0	
Unmet Employment	0	
Unmet Education/Training/Daycare	0	
Unmet Nutritional	0	
Unmet Life-Sustaining/Other	0	
Number of Unmet Trip Requests	0	

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	0
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

NOVEMBER, XXXX			
S.M.A.R.T. Shuttle	TOTALS	1	
Ridership		1	
DaysThis Month			
Monthly Rev Miles		1	
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers per Hour	#DIV/0!		\$0.00
Bus Passes	TOTALS		
31 day unlimited pass	0		
Weekly Pass	0		
20 one-way Adult Ride Pass	0		
one-way Adult Ride Pass (single use)	0		
15 Ride Student Pass	0		
one-way Student Ride Pass (single use)	0		
15 Ride Senior/ Disabled Pass (65+, Disabled)	0		

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type		1	

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	0
Unmet Employment	0
Unmet Education/Training/Daycare	0
Unmet Nutritional	0
Unmet Life-Sustaining/Other	0
Number of Unmet Trip Requests	0

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	
Lack of Driver Availablity	
Other	

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

DECEMBER, XXXX			
S.M.A.R.T. Shuttle	TOTALS		
Ridership			
DaysThis Month			
Monthly Rev Miles			
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers per Hour	#DIV/0!		\$0.00
Bus Passes	TOTALS		
31 day unlimited pass	TOTALS		
Weekly Pass	0		
20 one-way Adult Ride Pass	0		
one-way Adult Ride Pass (single use)	0		
15 Ride Student Pass	0		
one-way Student Ride Pass (single use)			
one-way Student Ride Pass (single use)	0		
15 Ride Senior/ Disabled Pass (65+, Disabled)	0		

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type		<u>' </u>	

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	0
Unmet Employment	0
Unmet Education/Training/Daycare	0
Unmet Nutritional	0
Unmet Life-Sustaining/Other	0
Number of Unmet Trip Requests	0

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	
Lack of Driver Availablity	
Other	

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

1st QUARTER TOTALS:	TOTAL	
Ridership		
Days-This Quarter		
Rev Miles -		
Rev Hours		
Ridership Per Day	#DIV/0!	Total Money Collected
Passengers Per Hour	#DIV/0!	\$
Bus Passes		
One-Way Trips by Passenger Type		
One-Way Trips by Passenger by Purpose		
Scheduled Trips LateOnly % On-Time		

SECOND QUARTER		1	
		1	
JANUARY, XXXX			
S.M.A.R.T. Shuttle	TOTALS	1	
Ridership		1	
DaysThis Month			
Monthly Rev Miles		1	
Monthly Rev Hours		1	
Avg. Ridership Per Day	#DIV/0I	Total Money Collected	3
Passengers per Hour	#DIV/0!		\$0.00

Bus Passes	TOTALS
31 day unlimited pass	0
Weekly Pass	0
20 one-way Adult Ride Pass	0
one-way Adult Ride Pass (single use)	0
15 Ride Student Pass	0
one-way Student Ride Pass (single use)	0
15 Ride Senior/ Disabled Pass (65+, Disabled)	0
Total Passes	0

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled		*	
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type			<u></u>

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS	
Unmet Medical		
Unmet Employment		
Unmet Education/Training/Daycare	0	
Unmet Nutritional		
Unmet Life-Sustaining/Other	0	
Number of Unmet Trip Requests		

Reason Trip was Denied	TOTALS	
Lack of Funding		
Lack of Vehicle Availablity		
Lack of Driver Availablity		
Other		

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

FEBRUARY, XXXX		
S.M.A.R.T. Shuttle	TOTALS	1
Ridership		i
DaysThis Month		1
Monthly Rev Miles		ĺ
Monthly Rev Hours		
Avg. Ridership Per Day	#DIV/0!	Total Money Collected
Passengers per Hour	#DIV/0!	\$0.1
Bus Passes	TOTALS	1
31 day unlimited pass	TOTALS	
Weekly Pass	0	
20 one-way Adult Ride Pass	0	
one-way Adult Ride Pass (single use)	0	
15 Ride Student Pass	0	
one-way Student Ride Pass (single use)	0	
15 Ride Senior/ Disabled Pass (65+, Disabled)	0	
Total Passes		

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled		Thread the control of	
Other			-
One-Way Trips by Passenger Type			I was a second

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS	
Unmet Medical		
Unmet Employment	0	
Unmet Education/Training/Daycare	0	
Unmet Nutritional	0	
Unmet Life-Sustaining/Other	0	
Number of Unmet Trip Requests	0	

Reason Trip was Denied	TOTALS
Lack of Funding	0
Lack of Vehicle Availablity	0
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

MARCH, XXXX			
S.M.A.R.T. Shuttle	TOTALS	1	
Ridership			
DaysThis Month		1	
Monthly Rev Miles			
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers per Hour	#DIV/0!		\$0.00
Bus Passes	TOTALS		
31 day unlimited pass	0	1	
Weekly Pass	0		
20 one-way Adult Ride Pass	0	1	
one-way Adult Ride Pass (single use)	0	1	
15 Ride Student Pass	0		
one-way Student Ride Pass (single use)	0		
	0		
15 Ride Senior/ Disabled Pass (65+, Disabled)			

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type			

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	
Employment Purpose	
Education/Training/Daycare Purpose	
Nutritional Purpose	
Life-Sustaining/Other Purpose	
One-Way Trips by Passenger by Purpose	

Number of Unmet Trip Requests	TOTALS	
Unmet Medical	0	
Unmet Employment	0	
Unmet Education/Training/Daycare	0	
Unmet Nutritional	0	
Unmet Life-Sustaining/Other	0	
Number of Unmet Trip Requests	0	

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	
Lack of Driver Availablity	
Other	

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

2nd QUARTER TOTALS:	TOTAL		
Ridership			
DaysThis Quarter			
Rev Miles -			
Rev Hours			
Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers Per Hour	#DIV/0!		\$0.00
Bus Passes			
One-Way Trips by Passenger Type			
One-Way Trips by Passenger by Purpose			
Scheduled Trips LateOnly % On-Time			

YEAR TO DATE TOTALS:	TOTAL	
Ridership		
DaysThis Quarter		
Rev Miles -		
Rev Hours		
Ridership Per Day	#DIV/0!	Total Money Collected
Passengers Per Hour	#DIV/0!	
Bus Passes		70100
One-Way Trips by Passenger Type		
One-Way Trips by Passenger by Purpose	_	
Scheduled Trips LateOnly % On-Time		

THIRD QUARTER	(1	
APRIL, XXXX		
S.M.A.R.T. Shuttle	TOTALS	
Ridership		
DaysThis Month		
Monthly Rev Miles		
Monthly Rev Hours		
Avg. Ridership Per Day	#DIV/0! T	otal Money Collected
Passengers per Hour	#DIV/0!	\$0.00
Bus Passes	TOTALS	
31 day unlimited pass	O	
Weekly Pass	0	
20 one-way Adult Ride Pass	0	
one-way Adult Ride Pass (single use)	0	
15 Ride Student Pass	0	
one-way Student Ride Pass (single use)	0	
15 Ride Senior/ Disabled Pass (65+, Disabled)	0	
Total Passes	0	

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type			

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	0
Unmet Employment	0
Unmet Education/Training/Daycare	0
Unmet Nutritional	0
Unmet Life-Sustaining/Other	0
Number of Unmet Trip Requests	0

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	0
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

MAY, XXXX		1	
S.M.A.R.T. Shuttle	TOTALS		
Ridership		1	
DaysThis Month		1	
Monthly Rev Miles			
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers per Hour	#DIV/0!		\$0.00
Bus Passes	TOTALS		
31 day unlimited pass	0		
Weekly Pass	0		
20 one-way Adult Ride Pass	0		
one-way Adult Ride Pass (single use)	0		
15 Ride Student Pass	0		
one-way Student Ride Pass (single use)	0		
15 Ride Senior/ Disabled Pass (65+, Disabled)	0		
Total Passes	0		

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled		*******	
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type			

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	
Unmet Employment	
Unmet Education/Training/Daycare	
Unmet Nutritional	
Unmet Life-Sustaining/Other	
Number of Unmet Trip Requests	

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	
Lack of Driver Availablity	
Other	

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

JUNE, XXXX		
S.M.A.R.T. Shuttle	TOTALS	
Ridership		
DaysThis Month		
Monthly Rev Miles		
Monthly Rev Hours		
Avg. Ridership Per Day	#DIV/0!	Total Money Collected
Passengers per Hour	#DIV/0!	\$0.00
Bus Passes	TOTALS	
31 day unlimited pass	0	
Weekly Pass	0	
20 one-way Adult Ride Pass	0	
one-way Adult Ride Pass (single use)	0	
15 Ride Student Pass	0	
one-way Student Ride Pass (single use)	0	
AF Did- Coning/Displied Dass (CF. Displied)	0	
15 Ride Senior/ Disabled Pass (65+, Disabled)		

One-Way Trips by Passenger Type	Elderly	Children	Other	
Low Income				
Disabled				
Low Income and Disabled			7	
Other				
One-Way Trips by Passenger Type				0

One-Way Trips by Passenger by Purpose	TOTALS	
Medical Purpose	0	
Employment Purpose	0	
Education/Training/Daycare Purpose	0	
Nutritional Purpose	0	
Life-Sustaining/Other Purpose	0	
One-Way Trips by Passenger by Purpose	0	

Number of Unmet Trip Requests	TOTALS	
Unmet Medical	0	
Unmet Employment	0	
Unmet Education/Training/Daycare	0	
Unmet Nutritional	0	
Unmet Life-Sustaining/Other	0	
Number of Unmet Trip Requests	0	

Reason Trip was Denied	TOTALS
Lack of Funding	0
Lack of Vehicle Availablity	0
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

1st QUARTER TOTALS:	TOTAL	
Ridership		
DaysThis Quarter		
Rev Miles -		
Rev Hours		
Ridership Per Day	#DIV/0!	Total Money Collected
Passengers Per Hour	#DIV/0!	\$0.00
Bus Passes		
One-Way Trips by Passenger Type		
One-Way Trips by Passenger by Purpose		
Scheduled Trips LateOnly % On-Time		

YEAR TO DATE TOTALS:	TOTAL	
Ridership	-	
DaysThis Quarter	4	
Rev Miles -	-	
Rev Hours		
Ridership Per Day	#DIV/0!	Total Money Collected
Passengers Per Hour	#DIV/0!	\$0.00
Bus Passes	-	
One-Way Trips by Passenger Type		
One-Way Trips by Passenger by Purpose		
Scheduled Trips LateOnly % On-Time		1

FOURTH QUARTE	ER	
JULY, XXXX		
S.M.A.R.T. Shuttle	TOTALS	
Ridership		
DaysThis Month		
Monthly Rev Miles		
Monthly Rev Hours		
Avg. Ridership Per Day	#DIV/0!	Tota
Passengers per Hour	#DIV/0!	

DIV/0!	Total Money Collected
DIV/0!	\$0.00

Bus Passes	TOTALS	
31 day unlimited pass	0	
Weekly Pass	0	
20 one-way Adult Ride Pass	0	
one-way Adult Ride Pass (single use)	0	
15 Ride Student Pass	0	
one-way Student Ride Pass (single use)	0	
15 Ride Senior/ Disabled Pass (65+, Disabled)	0	
Total Passes	0	

One-Way Trips by Passenger Type	Elderly	Children	Other
Low Income			
Disabled			
Low Income and Disabled			
Other			
One-Way Trips by Passenger Type		1	

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	0
Unmet Employment	0
Unmet Education/Training/Daycare	0
Unmet Nutritional	0
Unmet Life-Sustaining/Other	0
Number of Unmet Trip Requests	0

Reason Trip was Denied	TOTALS
Lack of Funding	
Lack of Vehicle Availablity	
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

AUGUST, XXXX		1	
S.M.A.R.T. Shuttle	TOTALS	i	
Ridership			
DaysThis Month			
Monthly Rev Miles			
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	77
Passengers per Hour	#DIV/0!		0.00
Bus Passes	TOTALS		
31 day unlimited pass	0		
Weekly Pass	0		
20 one-way Adult Ride Pass	0		
one-way Adult Ride Pass (single use)	0		
15 Ride Student Pass	0	5	
one-way Student Ride Pass (single use)	0	L	
15 Ride Senior/ Disabled Pass (65+, Disabled)	0		
Total Passes	THE COURSE OF TH		

One-Way Trips by Passenger Type	Elderly	Children	Other	
Low Income				1
Disabled				1
Low Income and Disabled				
Other				
One-Way Trips by Passenger Type			L	-

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	
Unmet Employment	0
Unmet Education/Training/Daycare	0
Unmet Nutritional	0
Unmet Life-Sustaining/Other	0
Number of Unmet Trip Requests	0

Reason Trip was Denied	TOTALS
Lack of Funding	0
Lack of Vehicle Availablity	0
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	(
Number of Driver No-Shows	
Scheduled In-Window/On Time %	
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

SEPTEMBER, XXXX			
S.M.A.R.T. Shuttle	TOTALS		
Ridership			
DaysThis Month			
Monthly Rev Miles			
Monthly Rev Hours			
Avg. Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers per Hour	#DIV/0!		\$0.00
Bus Passes	TOTALS	1	
31 day unlimited pass	0		
Weekly Pass	0		
20 one-way Adult Ride Pass	0		
one-way Adult Ride Pass (single use)	0		
15 Ride Student Pass	0		
one-way Student Ride Pass (single use)	0		
15 Ride Senior/ Disabled Pass (65+, Disabled)	0		
Total Passes	0		

One-Way Trips by Passenger Type	Elderly	Children	Other	
Low Income				
Disabled				
Low Income and Disabled				
Other				
One-Way Trips by Passenger Type				

One-Way Trips by Passenger by Purpose	TOTALS
Medical Purpose	0
Employment Purpose	0
Education/Training/Daycare Purpose	0
Nutritional Purpose	0
Life-Sustaining/Other Purpose	0
One-Way Trips by Passenger by Purpose	0

Number of Unmet Trip Requests	TOTALS
Unmet Medical	0
Unmet Employment	0
Unmet Education/Training/Daycare	0
Unmet Nutritional	0
Unmet Life-Sustaining/Other	0
Number of Unmet Trip Requests	0

Reason Trip was Denied	TOTALS
Lack of Funding	0
Lack of Vehicle Availablity	0
Lack of Driver Availablity	0
Other	0

On Time Performance	TOTALS
Number of Passenger No-Shows	0
Number of Driver No-Shows	0
Scheduled In-Window/On Time %	0
Appointment On Time %	0
Scheduled Trips LateOnly % On-Time	0

2nd QUARTER TOTALS:	TOTAL		
Ridership			
DaysThis Quarter			
Rev Miles -			
Rev Hours			
Ridership Per Day	#DIV/0!	Total Money Collected	
Passengers Per Hour	#DIV/0!		\$0.00
Bus Passes		·	a contract
One-Way Trips by Passenger Type			
One-Way Trips by Passenger by Purpose			
Scheduled Trips LateOnly % On-Time			

YEAR TO DATE TOTALS:	TOTAL	
Ridership		
DaysThis Quarter		
Rev Miles -		
Rev Hours	-	
Ridership Per Day	#DIV/0!	Total Money Collected
Passengers Per Hour	#DIV/0!	
Bus Passes		
One-Way Trips by Passenger Type		
One-Way Trips by Passenger by Purpose		
Scheduled Trips LateOnly % On-Time		

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #5

Agenda Item: Driver Observation Report Presentation

Presenter: Paul Simms, Training/Professional Development

Recommended

Action: None

Summary: Oral Presentation

Attachments: Observation Data

Driver Observation Report

July 8, 2016

Summary: Lakeland Area Mass Transit

The purpose of riding the routes is to get a sense of the drivers and culture in the operations section of Citrus Connection for training purposes. Drivers and passengers were observed on a variety of routes during the week of July 4 thru 7, 2016, riding approximately 23-26 hours. Amazingly, drivers arrived to the bus stops within 2 minutes of the scheduled time.

Riding several bus routes provide an opportunity to talk to some drivers, while observing performance of interaction with passengers. All drivers displayed a positive image of themselves and Citrus Connection. All answers to my questions and comments from drivers were positive about Citrus Connection.

Routes visited

Date: 7/5/16

Lakeland Downtown Terminal

Comments: The Citrus Connection attendant provided good and accurate customer service; she identified the route that I needed to travel to Bartow. I observed her providing assistance to individuals whom appeared to need help.

There were three people soliciting cell phone service by offering a free phone. Assurance wireless appears to be to be the provider of the cell phones and the service (See flyer attached). Solicitors asked senior citizens if they had a SNAP card, Medicaid, or Medicare cards.

Date: 7/5/16

Route 3: Florida Avenue corridor

Comments: The driver was silent, no smile, bus 1054 was clean, and on time. A young woman boarded the bus; it appeared that her pass did not work, as there was some discussion between her and the driver about the July 4 holiday in regards to the bus pass. The driver allowed the woman to ride to her destination.

Date: 7/5/16

Route 3: Lakeland Hills Corridor

Comments: The driver smiled with a pleasant voice, provided instruction on how to use the bus pass when boarding. Driver talked to riders and appeared to enjoy her job. A woman approached the bus in a motorized wheel chair, and the driver provides assistance with a smile and cordial communication.

Date: 7/5/16

Route 10: Circulator

Comments: Drivers changed shift at the Lakeland Terminal, the transition was

smooth, the bus left on time.

Date: 7/5/16

Route 22XL: Bartow Express to Lakeland

Comments: Drivers changed shift at the Lakeland Terminal, the transition was

smooth, the bus left on time.

Date: 7/6/16

Route 30: LEGOLAND

Comments: The driver was courteous and provided excellent customer service to riders whom were handicapped and in wheel chairs and walkers. I asked the driver, "How can I become a driver?" "Do you have a CDL?" "They will train you" How does the company treat its employees?" "It's good, they provide activities for us, we are having a great social event this month, and it's like a family. The driver indicated that he has been with Citrus Connection for twenty years; however, he does not want to be a supervisor.

Date: 7/6/16

Route 22XW: Winter Haven/Bartow

Comments: The money machine was not working during the route, so the driver permitted passengers to ride. The driver was courteous and respectful to all passengers.

Date: 7/6/16

Route 25: Bartow/Fort Meade

Comments: The driver was courteous with information about the route and schedule from Bartow to Fort Meade.

Date: 7/8/16

Route 3: Florida Avenue corridor

Comments: The Driver was quiet and focused on driving the bus.

Date: 7/8/16

Route 46: Wabash/Ariana

Comments: The driver said Citrus Connect was a good company to work for and enjoyed 16-year longevity. "We get benefits and activities, we were having a

social event this month, but it was cancelled, they did not tell us why. We were looking forward to it."

Date: 7/8/16

Route 15: Winter Haven/Haines City

Comments: The driver was friendly with a smile, spoke to passengers they embarked to show their bus pass, or pay the fare. He joined Citrus Connection 3 and half years ago, mention that it is a good company to be employed with. He talked about benefits, the seniority system, route selection, employee activities and so on. He also explained about how I could become a driver either part, or full time with Citrus connection.

Date: 7/8/2016

Route 12: Lakeland/Winter Haven

Comments: The driver was not friendly to passengers as they came on board the bus. The money machine was not functioning properly as passengers attempted to slide dollars into the machine; the driver gave an okay for passengers to take a seat.

Michael J. Carter Consultant

Driver Observation Report II

September 12, 2016

Citrus Connection-Lakeland Area Mass Transit

Summary

The purpose of riding Citrus Connection bus routes is to get a sense of the drivers' concern. Consultant rode a variety of routes over a three day period on September 8, thru 10, 2016. The consultant engaged drivers in a variety of conversations to camouflage the objective of discovering what issues management need to address.

Consultant developed guide-questions prior to riding bus routes to ask drivers while talking with them. Guide questions listed below were asked randomly and with drivers, this lead to other questions about their perception of communication between them and supervisors.

How can I become a bus driver? Is Citrus Connection a good company to work for? How long have you work Citrus Connection? Are you a supervisor? How do the supervisors treat the drivers?

Compensation is the most unfavorable issue describe by some drivers. A couple of drivers mentioned that the fringe benefits are good.

Communication is an unfavorable practice from some supervisors to drivers. Drivers perceive communication from some supervisors as patronizing and condescending. Drivers appear to feel an (us-them) division in the workplace.

Bus Routes visited

Date: 9/8/16

Lakeland Downtown Terminal

Comments: The Citrus Connection attendant was providing good and accurate customer service to passengers. A Citrus Connection staff was sweeping leaves from parking spaces designed for buses.

Date: 9/8/16 **Route 1**

Comments: A passenger, seated in the front across from the driver, so no opportunity to engage the driver.

Date: 9/8/16 **Route 15**

Comments: The driver (15 Yrs.) smiled with a pleasant voice of good morning. I mention to her that I was thinking about applying for bus driver position. She laughed and looked away. I perceived her reaction to me as, are you serious? When asked, is Citrus a good company to work for? "it's okay" with a frown on her face. Is the pay good? "It's okay" with an unfavorable look on her face and "I'm stuck".

Date: 9/8/16 **Route 46**

Comments: This driver (1 yr.) indicated that he worked as a driver for Walt Disney World, a better company to work for he said. The compensation is much better, however you must remember 123 routes compared to 25 to 30 routes for Citrus Connection. He also drives for Uber, and a limousine company when not on duty for Citrus Connection.

Driver stated that communication from supervisors could be improved, he used the words (stupid) (hands-tide behind his back) to describe the way he is talked to from time to time.

Date: 9/9/16 **Route 10**

Comments: This Driver is a supervisor, he stated there is some stress, but we deal with situations and move on. "We need drivers all the time" when asked why such a high turner of employees exists, he stated, "some drivers retire, some get fired, some quit, and some don't want to work". The starting pay is only \$14.00 per hour. The competition in surrounding counties for drivers provides higher starting pay.

Date: 9/9/16 **Route 1**

Comments: This driver (1 yr.) was employed for HART bus transit in Hillsborough County for a few years, stated there were problems with upper management and road supervisors that would affect drivers. The communication between supervisors and drivers at Citrus Connection is good so far. You have to like driving to do this job.

Date: 9/9/16 **Route 15**

Comments: This driver (5 yrs.) stated that DISNEY and HART pays better than Citrus Connection. I have not had a raise in long time. The last raise in pay he remembers, was in the amount of .25 cents. The communication between supervisors and drivers is okay. We need drivers because it is difficult to take a vacation day.

Date: 9/9/16 **Route 12**

Comments: I recognized this driver from the first observation, so I kept our conversation to a minimum. I asked on a couple of questions, is Citrus Connection a good company to work for? "it's okay". Is there a high turner rate? "Oh yeah"

Date: 9/9/16 **Route 22WX**

Comments: This driver (10 yrs.) stated that there is a recruitment class going on and it is good for management to treat drivers okay. This driver did not have much to say.

Date: 9/9/16 **Route 22XL**

Comments: This driver is new, started in January of 2016 and there are no concerns,

however he wants to drive motor coach for better pay.

Date: 9/9/16 **Route 14**

Comments: Cannot talk to the driver because of the type of bus, wheel covers are in the form, therefore passengers are not close to the driver.

Date: 9/3/16 **Route 15**

Comments: The driver (18 yrs.) was friendly with a smile, spoke to passengers they embarked to show their bus pass, or pay the fare. This driver was a supervisor in previous years, but not now. She no longer wants the responsibility, when drivers don't show up; you must fill in even if it is at the end of you shift and no additional pay. She asked on several occasions if she would like to return to a supervisory role.

How is the communication between supervisor and bus drivers? "I won't let supervisors, managers, or passengers talk to me any kind of way". I rode the bus when I was young and can relate to the employees and passengers' struggles.

Date: 9/10/2016

Route 1 North and South bound routes

Comments: This driver (10 yrs.) indicated that he stays out of gossip and he say/she say rhetoric. "I arrive to my shift 10 minutes, do my job and go home". He indicated no issues with supervisors, and does not want to be a supervisor, however, Citrus is a good place to work.

Michael J. Carter Consultant

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #6

Agenda Item: CBA MOU UNUM/AFLAC

Presenter: Marcy Harrison, Labor Relations

Recommended

Action: Approval of MOU – AFLAC to UNUM

Summary: Oral Presentation

Attachments: CBA MOU attached

MEMORANDUM OF UNDERSTANDING

Health Benefits

The Lakeland Area Mass Transit District, its Board of Directors and the Transport Workers Union, Local 525, mutually agree to revise Article 20 of the Collective Bargaining Agreement to read as follows:

The District shall provide a \$100 monthly allowance to all full-time employees to be used for the purpose of subsidizing dependent coverage or for the election of supplemental coverage (Unum) made available by the District. Any unused monthly allowance amounts shall be forfeited by the employee. All elections and changes to elections pursuant to this section must be made in accordance with the District's Open Enrollment Policy.

All other provisions of Article 20 - Health Benefits remain in effect.

Nothing in this Memorandum of Understanding shall abrogate or otherwise modify the parties' respective rights and responsibilities as set forth in the Collective Bargaining Agreement. Nothing in this Memorandum of Understanding is intended to or shall be deemed to be a modification or amendment of any of the other provisions set forth the current Collective Bargaining Agreement.

This Memorandum of Understanding is entirely non-precedential as to any claims (whether or not presently existing) by the Union, the District, or any person, firm, corporation, agency or labor organization, and this Memorandum of Understanding cannot be relied upon or otherwise used in any labor arbitration or civil proceeding as an admission against interest or precedent of any kind.

[SIGNATURE LINES CONTAINED ON THE FOLLOWING PAGE]

Dated and effective thisday of September,	, 2016.
For the Union:	For the District:
Wes Warren, Chairman Transport Workers Union of America AFL-CIO Local 525	Commissioner John Hall – Chair
	Commissioner George Lindsey - Vice Chair
	Commissioner Jim Malless – Secretary
	Commissioner Phillip Walker
	Commissioner Don Selvage
	Tom Phillips - Executive Director

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LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #7(a)

Agenda Item: Request to Add New ITS Position – Jr. Systems Administrator

Presenter: Tom Phillips, Executive Director

Recommended

Action: Board Approval

Summary: This agenda item is being presented by Tom Phillips on behalf

of the HR Director who is facilitating open enrollment for

benefits.

The Information Technology Systems Department in conjunction with the Human Resources Director is requesting approval to add a position to the ITS Department as a result of addition ITS services that are necessary to provide support for

countywide transit services.

This position is budget neutral and will not have a financial impact on the approved fiscal year 2016-2017 budget. Two positions will replace the one that was approved for the

upcoming fiscal year.

Salary range \$30,000 to \$40,000 (depending on experience)

Attachments: Job Description

BOARD OF DIRECTORS





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CITRUS CONNECTION

Job Description

Position Title: Jr. Systems Administrator

Reports to: Manager of Information Technology

SUMMARY: Under the general supervision of the Manager of Information

Technology, works in conjunction with the Sr. Systems Administrator and shares responsibility for the specification, selection, installation, configuration, system management and operation of all server hardware and software for the Citrus Connection. The Jr. Systems Administrator works as part of the Information Technology Services Team to maintain all server related assets applications and services. Performs other related duties as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (other duties may be assigned) The Jr. Systems Administrator shall:

1. Provide leadership in the resolution of technical support issues for the District.

- Maintain, monitor and troubleshoot district physical and virtual server infrastructure
- Maintain, monitor and troubleshoot district Windows/Apple server environment
- Maintain, monitor and troubleshoot district network based services: File and Print services, Email, Active Directory, DHCP/DNS/WINS
- Maintain, monitor, and troubleshoot district messaging and meeting systems
- Configure, maintain, monitor, and troubleshoot district document imaging solution
- · Configure, maintain, monitor, and troubleshoot windows software deployments
- Monitor and troubleshoot district door security access system
- Provide and maintain documentation of backup processes and retention periods
- Provide Tier 3 support for customers and technical staff
- Provide and test backup and disaster recovery processes and procedures
- Develop and provide training and technical documentation for ITS staff members
- · Work with vendors in the research, development and implementation of server technologies
- Prepare and maintain written documentation of district server and application environments
- Work with department leaders implementing new software and hardware technologies
- · Work with vendors in the process of troubleshooting escalated incidents
- Work with Senior Systems Administrator implementing new sever technologies
- Work with Senior Systems Administrator implementing new computer technologies
- Participate in appropriate in-service and workshop programs and attend any required meetings
- Serve as a role model for staff in demonstrating positive attitudes, appropriate attire and grooming, and an effective work ethic
- Display ethical and professional behavior in working with personnel, and outside agencies associated with the District

BOARD OF DIRECTORS





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QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations will be made to enable individuals with disabilities to perform the essential functions.

- EDUCATION: AS Degree in Computer Science or related field or 2 years providing information technology administration services experience.
- CERTIFICATES, LICENSES, REGISTRATIONS: Certification provided by any of the following certification providers:
 - Microsoft (Microsoft Certified IT Professional, MCSA/MCSE, Microsoft Certified Technology Specialist, etc.)
 - o CompTIA (CompTIA A+, CTP+, CDIA+, Network+, etc.)
 - o Cisco (CCNA, CCDA, CCNA Security)
 - VMWare (VMware Certified Professional, Certified Spring Professional, Certified Design Expert 5, etc.)
 - o Citrix (Citrix Certified Administrator, Citrix Certified Enterprise Engineer, etc.)
- LANGUAGE SKILLS: Ability to write reports, peer correspondence, and procedure manuals. Ability to present information effectively and respond to questions from groups of staff and peers.
- TECHNICAL SKILLS, KNOWLEDGE & ABILITIES:
 - Working knowledge of LAN and WAN topologies and architecture.
 - Strong working knowledge of Microsoft server, Microsoft Active Directory and Microsoft email systems.
 - Working knowledge of Server and PC operating systems
 - Strong working knowledge of monitoring and tuning systems
 - o Strong working knowledge of configuring and maintaining
 - Experience in configuring and running Microsoft DHCP and DNS services.
 - o Must have a working knowledge of IP Telephony.
 - Working knowledge PC hardware.
 - Working knowledge of PC/LAN application software. (Word, Excel, Outlook).
 - Strong working knowledge of managing multiple linked databases to include security, data safety and integrity, disaster recovery, and development of bulk data import/export procedures.
 - Develop effective working relationships with customers, co-workers and Senior Management.
 - Ability to interface with technical and engineering personnel in order to discuss technical issues pertaining to problems, purchases or technical specifications.
- REASONING ABILITY: Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- OTHER SKILLS AND ABILITIES: Ability to establish and maintain effective relationships with students, staff, and peers; skill in oral and written communication; skill and patience in listening.

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

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PHYSICAL DEMANDS: The physical demands described here are representative of those
that must be met by an employee to successfully perform the essential functions of this job.
Reasonable accommodations will be made to enable individuals with disabilities to perform
the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee frequently is required to walk and stand. The employee must occasionally lift and/or move up to 40-50 pounds and up to 100 lbs. infrequently. Specific vision abilities required by this job include close vision, distance vision, and the ability to adjust focus, such as to work on computers. The ability to travel to other buildings is required. The position may require the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

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

The noise level in the work environment is usually quiet and performed indoors.

Ability to work under stress during peak workload periods.

Occasionally, work must be performed in outside, subject to extreme weather conditions.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #7(b)

Agenda Item: **Present the Results of the District Compensation**

2013 Transit Talent Salary Study Comparison

Presenter: Tom Phillips, Executive Director

Recommended

Action: Recommend Approval of the administrative staff salaries and

wages compensation to bring salaries and wages at the 25%

percentile of Transit Talent Study.

Funding: Funding is available in FY 2016-15 budget contingency

account.

Summary: The Transit Talent's 2013 Transit Salary Survey were collected

over 1600 Transit Professionals. The data was gathered in 2013

and covered 25 departments.

The report is structured by departments with the following

grouping:

• Base Salary – 25th percentile

- Median (middle)
- Mean (average)
- 75th percentile

The percentile score tells us what percent of other scores are less than the data point that is being investigated

The 25th percentile is the point where 25% of the data set lie below their value. A percentile score tells us what percent of other scores are less than the data point we are investigating.

AGENDA ITEM # - CONT.

An examination of the District Administrative Salaries and Wages when compared to the 2013 Study demonstrated that to bring these salaries at the 25th percentile level will translate to \$53, 200 and with 15% (\$7980) contingency will total \$61,180 effective October 1, 2016. Those employees whose salaries and wages are adjusted will be excluded from the 2.25% budgeted increase in FY 2016-17.

The Department of Labor issued changes that increased the salary threshold for the FLSA overtime exempt employees to \$47,476. The new rules will effect six employees in the District. The law is effective December 1, 2016.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #7(c)

Agenda Item: Executive Director Monthly Report

Presenter: Tom Phillips, Executive Director

Recommended

Action: None

Summary: Oral Presentation

Attachments: Activities Calendar, UAP Report, and

Ridership Reports

August 2016 Su Mo Tu We Th	7 1 2 3 4 14 15 16 17 11 27 22 23 24 25 28 29 30 31
August 2016	

				28 29 30 31	25 26	27 28 29 30 24
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THIDSDAY		
Jul 31	Aug 1	2			FRIDAY	SATURDAY
	66000	7	m	4	5	9
	Tom 1/1 (Tom's	11:00am Sr. Staff	Copy: Board of	8:30am Aaron and Tom	10:00am Grants meeting	
	2:15pm Agnini dental	5:30nm Jakaland	11:002 VCI CALLE	1 on 1 (1212) - Marcy	(Hollingsworth) -	
	5:30pm School Board	Chamber Hob Nob	Employee	9:00am Bill and Tom 1/1	11:00am SCAT site tour	
	6:00pm Frostproof City	6:00pm Lake Wales			Tr:00am 1 on 1 Joe and Tom (Office) - Marcy	
7	C					
	0	5	10		12	13
	11:00am Mtg with	8:00am Mtg with	7:30am LAMTD Board	Tom Off	Tom Off	2
	followed by	Commissioner Hall	Meeting	8:30am Aaron and Tom	10:00am Meeting to	
	1:00pm Mtg with	9:00am Wheelchair	(Hollingsworth) -	9:00am Bill and Tom 1/1	discuss status of	
	Commissioner	1:00pm Polk County	1.00pm Supervisor, Superintendent	10 30am PTA Board	11:00am 1 on 1 Joe and	
				2.00pm 1/1 with David	6:00pm Haines City Pig	
14	15	16	17	18	10	
	9:00am Mary Lynne &	9:00am 2.25%	11:30am Wheel Chair	0.30	2	70
	Tom 1/1 (Tom's	discussion	Donation (608 Ave. S	9:00am Bill and Tom 1/1	9:00am Your Request	
	1:30nm Meet with	9:30am Dean and Tom	NE, Winter Haven) -	10:00am VISTE Visit	to Operator	
_	Virginie at	1:30pm TBARTA Transit	1:00pm Supervisor, Superintendent	10:30am Weekly	11:00am 1 on 1 Joe and	
				1 Suam Farm Bureau	Iom (Office) - Marcy	
21	22	23	24	25		
		Disposi		7	97	27
		Cisiley Cusic	District Customer Experience Summit (Grand Floridian)	nd Floridian)		
					-	
28	29	30				
	- CO-00:0	20	31	Sep 1	2	~
	How to Become a	10:00am Dean and Tom	1:00pm Supervisor,			
	3:00pm Citrus	Marcy Harrison	Managers & Senior		-	
	4:00pm LEDC Meeting		Staff Meeting			
			THOMISCONOLIS	-		
lom Phillips			-			

9/20/2016 12:40 PM

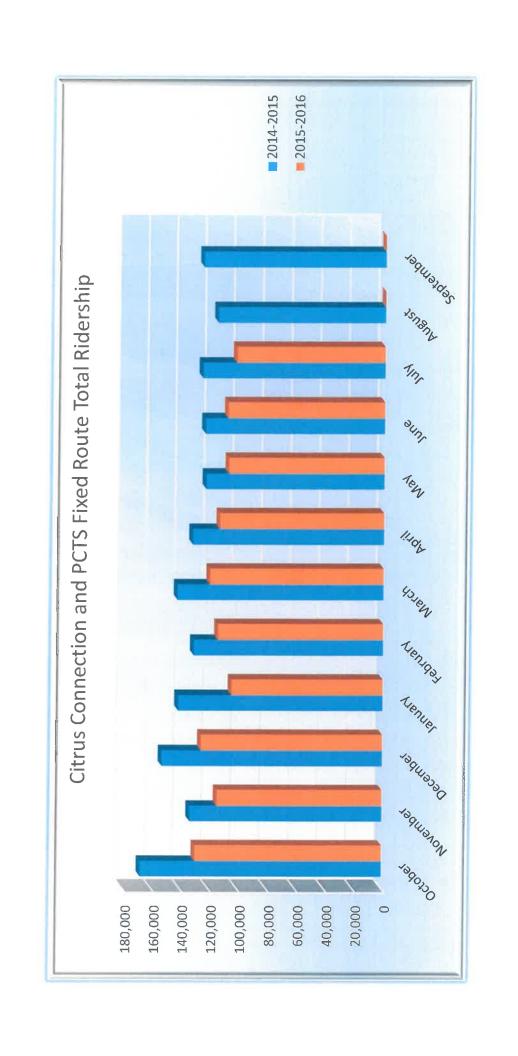
UAP Ridership Totals 2015-16	LAMTD	WHAT	Total
Jun	e 14,321	10,225	24,546
Ju	y 12,983	6,285	19,268
UAP Ridership 2015-16	LAMTD	WHAT	Total
Polk State College			
Jun	e 2,128	1,067	3,195
Ju	y 2,105	841	2,946
LEGOLAND			
Jun	e 288	1,698	1,986
Ju	y 294	1,279	1,573
South Eastern University			
Jun	e 190	20	210
Ju	y 140	26	166
Everest University			
Jun	e 1,119	165	1,284
Ju	y 1,399	426	1,825
COLTS			
Jun	e 1,443	686	2,129
Ju	y 1,234	402	1,636
Veterans			
Jun	e 3,398	1,261	4,659
Jul	y 3,148	1,062	4,210
Southern Technical College			
Jun	e 338	597	935
Jul	y 405	535	940
Polk Health Care			
Jun	e 2,404	1,075	3,479
Jul	y 2,539	918	3,457
Central Florida Healthcare			
Jun	e 1,487	299	1,786
Ju	y 1,517	340	1,857
New Beginnings High School			
Jun	e 383	1,235	1,618
Jul	y 202	455	657

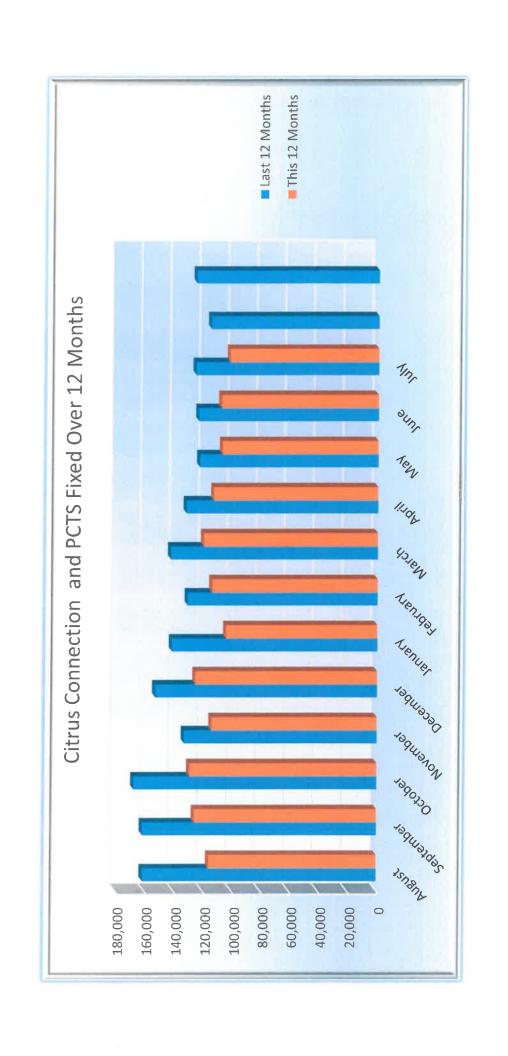
	Citrus Connection only Fixed Route Totals						
	2013-2014	2014-2015	2015-2016	Dif	Change		
October	114,557	110,975	84,990	-25,985	-23%		
November	91,529	88,195	75,825	-12,370	-14%		
December	100,346	100,995	84,459	-16,536	-16%		
January	98,127	95,059	69,485	-25,574	-27%		
February	99,784	88,704	76,101	-12,603	-14%		
March	99,107	93,660	80,986	-12,674	-14%		
April	102,859	89,872	75,372	-14,500	-16%		
May	100,584	80,003	70,402	-9,601	-12%		
June	94,326	80,998	72,704	-8,294	-10%		
July	102,872	74,681	68,773	-5,908	-8%		
August	106,013	72,290	0				
September	105,234	79,771	0				
Totals		1,055,203	759,097		16%		

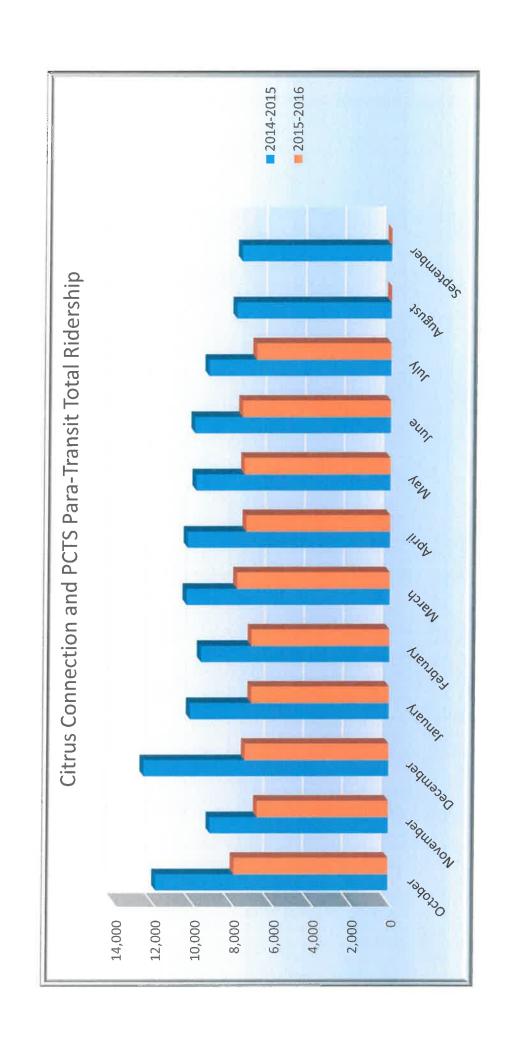
Citrus Connection only Para-Transit Totals						
	2013-2014	2014-2015	2015-2016		Change	
October	7,968	6,888	4,333	-2,555	-37%	
November	6,798	5,470	3,592	-1,878	-34%	
December	6,767	6,046	3607	-2,439	-40%	
January	7,190	5,919	3978	-1,941	-33%	
February	6,820	5,581	3372	-2,209	-40%	
March	7,356	6,316	3897	-2,419	-38%	
April	8,118	6,333	3651	-2,682	-42%	
May	7,790	6,170	3448	-2,722	-44%	
June	6,622	6,136	3660	-2,476	-40%	
July	6,982	5,407	3269	-2,138	-40%	
August	6,522	4,485	0			
September	6,636	4,517	0			
Totals	85,569	69,268	36,807		39%	

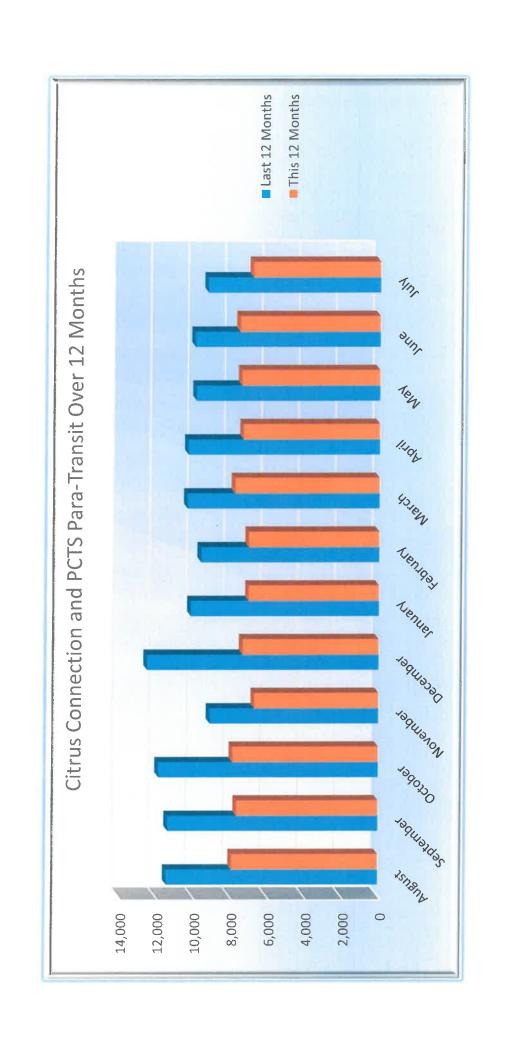
Citrus Connection and PCTS Fixed Route Totals						
	2013-2014	2014-2015	2015-2016	Dif	Change	
October	175,2	231 167,77	129,353	-38,422	-23%	
November	142,7	42 133,25	114,232	-19,023	-14%	
December	151,6	153,148	125,563	-27,585	-18%	
January	150,2	141,892	104,572	-37,320	-26%	
February	157,5	131,235	114,392	-16,843	-13%	
March	152,1	74 142,894	120,265	-22,629	-16%	
April	160,0	132,400	113,621	-18,779	-14%	
May	156,3	61 123,350	107,678	-15,672	-13%	
June	146,0	124,152	108,520	-15,632	-13%	
July	155,9	55 126,245	102,696	-23,549	-19%	
August	161,3	84 115,908	0			
September	161,5	40 125,983	0			
Totals	1,870,8	42 1,618,237	1,140,892		-17%	

Citrus Connection and PCTS Para-Transit Totals						
	2013-2014	2014-2015	2015-2016		Change	
October	17,42	6 11,849	7,846	-4,003	-34%	
November	14,92	2 9,092	6,690	-2,402	-26%	
December	15,28	3 12,494	7,330	-5,164	-41%	
January	15,92	2 10,149	7,020	-3,129	-31%	
February	15,40	9,603	7,027	-2,576	-27%	
March	16,46	2 10,358	7,780	-2,578	-25%	
April	17,37	10,323	7,334	-2,989	-29%	
May	16,56	9,895	7,431	-2,464	-25%	
June	12,77	9,973	7,548	-2,425	-24%	
July	13,26	9,277	6,846	-2,431	-26%	
August	11,40	7 7,871	0			
September	11,34	7,619	0			
Totals	178,14	118,503	72,852		-29%	









LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING September 21, 2016 AGENDA ITEM #8

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: None

Summary: TBD