

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.

Wednesday, March 9, 2016, at 8:30 a.m.

Call to Order	<u>Action Required</u>
• Roll Call	
1. Approval of Minutes	
• February 10, 2016, Board Meeting	Approval
2. Crowe Horwath FY 9-30-2015 Audit Report Presentation	Accept
3. Public Comments	TBD
4. Finance / David Persaud	
a. LAMTD January Financial Report	None
b. PT January Financial Report	None
c. Ridership Report – January 2016	None
d. Transportation Disadvantaged Program Finance Position	Approval
e. Transportation Disadvantaged Program Trust Fund Resolution	Approval
5. Darby Law Group / Tim Darby	
a. Interlocal Agreement between Winter Haven and LAMTD serving as the Administrative Agency	Approval
b. Interlocal Agreement between LAMTD & City of Winter Haven to run the LEGOLAND Route 30	Approval
6. Board Action	TBD
7. Human Resources / Mary Lynne Janoso & Dean Kirkland-McMillan	
a. Position Approval – Facilities Technician	Approval
b. Position Approval – Transit Coach	Approval
c. MOU Article 13 and – Union CBA Amendment to Article 19	Approval
8. Reports / Tom Phillips	
a. Executive Update	None
b. MOU – Communication	Approval
9. Other Business	TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #2

Agenda Item: **Approval of February 10, 2016, Board of Directors Meeting Minutes.**

Presenter: Marcy Harrison

Recommended

Action: Board of Directors approve the Minutes of the February 10, 2016.

Summary: The LAMTD Board of Directors Meeting Minutes for February 10, 2016, summarizes agenda items covered during that meeting.

Attachments: February 10, 2016, Board of Directors Meeting Minutes

**LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MINUTES
FEBRUARY 10, 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

8:30a.m. by Chairman John Hall

Roll Call

Present

Commissioner Hall
Commissioner Malless
Commissioner Walker

Excused

Commissioner Selvage
Commissioner Lindsey

Agenda Item #1 – Approval of Minutes

Approval requested for the approval of the January 13, 2016 LAMTD Board of Directors Meeting Minutes.

“Approval January 13, 2016 Board of Directors Meeting Minutes”

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

None at this time

Agenda Item #3 – Board Actions

None

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

(a) Financial Statement December 2015

Year to Date December 31, 2015

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	25%	\$2,580,920	\$4,012,135	156%	\$10.3 Million
Expenses YTD	25%	\$2,580,920	\$2,043,190	79%	\$10.3 Million

REVENUES:

The total revenues realized year-to-date through December 31, 2015 totaled \$4.0 million or 156% of the YTD budget.

- Farebox revenues reflect 120% of budgeted revenues through December 31, 2015. The revenues are over budget due to contractual revenues from RAMCO \$93,000 received.
- Ad Valorem taxes reflect \$3.3 million or 90% of budget. The total budgeted revenues is \$3.65 million

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

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

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

- Florida DOT operating grants is being billed quarterly effective fiscal year 2014-2015. The first billing covered the quarter ending Dec. 31, 2015. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- Advertising income totaled \$47,464 or 109% of YTD budget.
- Other revenues are not significant and are on a cash basis which means these revenues are recognized when the cash is received and in line with the year-to-date budget.

EXPENSES:

The total expenses year-to-date through December 31, 2015 totaled \$2.04 million or 69% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of December 31, 2015 those expenses totaled \$1.5 million or 90% of the YTD budget due to vacant positions.
- Professional and Technical Services expenses totaled \$44,000 or 42% of the YTD budget; a favorable variance.
- Other services expenses totaled \$11,053 or 32% of the YTD budget.
- Fuel expenses totaled \$129,000 or 59% YTD budget due to declining fuel prices; a favorable variance.

- Materials and supplies totaled \$163,000 under budget by 10% due to use of parts and supplies, a favorable variance.
- Advertising promotion expenses totaled \$7,500 under budget.
- Dues and subscriptions, and office supplies are over budget due to payment for the City of Lakeland Bicycle Program subscription.
- Property appraiser, Tax Collector Commission and CRA payments totaled \$66,267 slightly over the budget due to property appraiser fees paid.

Other remaining expenses are under the YTD budget through December 31, 2015

CHANGE IN FINANCIAL CONDITION	
Based on the year-to-date budget-to-actual variances through Dec. 31 st the financials reflect favorable budget to actual performance. (revenues over expenses) due to receipt of property tax revenue.	

STATISTICAL TRENDS LAST FOUR YEARS AUDITED FINANCIAL STATEMENTS				
	9/30/2014	9/30/2013	9/30/2012	9/30/2011
1. Farebox Recovery Ratio (All modes)	25.71%	28.7%	26%	22.6%
2. Cost per revenue hour	\$86.29	\$83.84	\$83.62	\$91.26
3. Revenue Hours	117,008	116,422	112,539	115,679
4. Fuel Cost (\$)	\$1,316,739	\$1,367,289	\$1,317,442	\$1,349,788
5. Ridership	1,647,010	1,638,470	1,452,161	1,768,087

(b) County Full Time Position

The Polk County Transit Budget has a FY 2015-2016 funded part-time position totaling \$15,370 for Customer Service and Sales for fares and passes. The current schedule for pass sales and customer service is as follows:

Tuesday and Wednesday 9:15am to 1:15pm
Thursday and Friday 12:15pm to 4:15pm

The new hours will be:
Monday through Friday 8:30am to 4:00pm

In order to provide excellent Customer Service and allow the public the opportunity to be able to purchase fares continuously as well as to promote the Polk Transit service to the public, this is a worthwhile effort. This position will also do additional work in reconciling sales records on the Q GIV System. The additional funding required will be \$19,050 annually and is available in the Polk County Transit Budget. The total for the position is \$34,420 with fringe benefits.

“Approval for full time position with annual salary of \$34,420 for the County Transit Operations”

MOTION CARRIED UNANIMOUSLY

(c) Polk Transit Financials:

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of December 31, 2016
Year to Date Report
Percent of FY Reported (25%)

Revenues

- The revenues totaled \$1,343,489 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 \$32,169, or 69% of the year-to-date budget.
- The County funding is designed to reflect a 1/12 allocation as cash advance to facilitate cash flow with receipt of \$1.3 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$806,758 or 49% of the year-to-date budget.
- Salaries and wages totaled \$492,183 or 57% of the YTD Budget.
- Operating expenses totaled \$314,575 or 55% of the YTD Budget.
- The contract services is for contractual cost for the Lynx service and other planned contractual services such as Transportation Disadvantaged that is lagging.

Revenues

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Revenues					
FTA 5307 Grant	\$ 1,125,545	17%	\$ 281,386	\$ -	0%
Fares	\$ 186,661	3%	\$ 46,665	\$ 32,169	69%
PCTS	\$ 5,245,278	80%	\$ 1,311,320	\$ 1,311,320	100%
Total	\$ 6,557,484	100%	\$ 1,639,371	\$ 1,343,489	82%

Expenses

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,434,803	52%	\$ 858,701	\$ 492,183	57%
Contract	\$ 833,783	13%	\$ 208,446	\$ -	0%
Operating	\$ 2,288,898	35%	\$ 572,225	\$ 314,575	55%
Total	\$ 6,557,484	100%	\$ 1,639,371	\$ 806,758	49%

(d) Request approval to demolish the old Fuel Island on the Transit Property.

Approval for demolishing the old Fuel Island located at George Jenkins Blvd. for safety purposes. The old Fuel Island located at 1212 George Jenkins Blvd. has exhausted its useful life and is in a state of repair or demolition.

A new Fuel Island was constructed and the old Fuel Island has deteriorated physically and the remaining structure is a cause for safety and removal. Staff will solicit the services of a contractor to demolish the structure and remove it for safety concerns.

The estimated independent cost estimate to complete the work is \$10,500 to solicit the service for an independent contractor to complete the demolition. The funding needs to be addressed. The only funding source is the debt service funds restricted in FY 2015-16 budget totaling \$680,000. These funds are designated for one bus replacement in FY 2016 for \$46,000 and improvement to 6 buses for \$180,000 for a total of \$226,000 leaving a balance of \$454,000. The lease financing in FY 2015-16 for debt service for FY 2015-16 and FY 2016-17 for three buses based on the lease financing completed is \$133,000 annually. Funding remaining is estimated at \$367,000. Appropriation from the restricted debt service funds addressed above.

“Approval for demolishing the old fuel island located at 1212 George Jenkins for safety purposes”

MOTION CARRIED UNANIMOUSLY

(e) January ridership report was presented to the Board – see attached

(f) Bus Lease Agreement presented to the Board -

The debt service funding total of \$680,000 is included in the Fiscal Year (FY) 2015-2016 Budget.

The District FY 2015-2016 budget for capital funding reflects three fixed route bus purchases, one in FY 2015-2016 and two in FY 2016-2017. The estimated annual debt of service over 12 years totaled \$132,905 annually (\$44,300 per bus). Funds will be escrowed in an interest bearing account and restricted for debt services.

On December 10, 2015, the District issued a Request for Proposal #16-015, on behalf of the Finance Department, for experienced and qualified firms interested in providing a Fixed Rate Bus Lease-Purchase Agreement for the District’s Fleet Replacement Program. More specifically to finance three (3) heavy duty, fixed route buses and add-on equipment. The approximate amount for the purchase is \$1,357,500.00 (\$452,500 per bus).

The solicitation was posted publicly on the District’s website, and the “business-2-government” web service “Demand-star.com”, provided by Onvia.

Twenty five (25) firms received notification of the posting, of which 13% were Minority Owned Small Businesses found through the District’s Vendor Database, BizNet website, or Demandstar.

The offers received were evaluated 70% price and 30% technically. The price review was given a higher weight to ensure the most advantageous interest rate available. Though equally important, the technical review was given a lessor weight, allowing us to ensure the selected firm possessed longevity, experience, adequate staff, and a clear understanding of the requirements outlined in the solicitation.

Two offers were received and reviewed for responsiveness by the Contract Specialist. The Source Evaluation Committee (SEC) reviewed the proposals received in accordance with the evaluation criteria identified in Section 5 of the solicitation with the award recommendation is given to the highest ranked offeror that best demonstrated the ability to meet the needs of the District.

A responsibility review was conducted to verify the firm's ability to perform the specified services. The evaluation resulted in the firm of Banc of America Public Capital Corporation (BAPCC), a subsidiary of Bank of America, N.A. being recommended as the best value for the District.

The offer submitted by BAPCC reflects an interest rate of 2.64820 %, falling within the budget provisions attached here.

Recommend Board approve award of Contract #16-015 for the Bus Lease-Purchase Agreement to Banc of America Public Capital Corporation (BAPCC), a subsidiary of Bank of America, National Association, for a Not to Exceed \$1,357,500 in Principal Funding over twelve (12) year term.

"Approval of Bus Lease Agreement"

MOTION CARRIED UNANIMOUSLY

Agenda Item #5 – Operations / Dean Kirkland-McMillan, Director of Safety, Security & Operational Support

(a) SSPP was presented to the Board for approval – see attached

"Approval of the Bus Transit System Safety Program Plan"

MOTION CARRIED UNANIMOUSLY

(b) SPP was presented to the Board for approval – see attached

"Approval of the Bus Transit Security Program Plan"

MOTION CARRIED UNANIMOUSLY

Agenda Item #6 - Government Relations / Erin Killebrew, Governmental & Community Relations Director

Fast Act 2015 was presented to the Board of Directors – see attached

Agenda Item #7 - Executive Update / Tom Phillips, Executive Director

(a) Executive Updates - Activity Report presented to board – see attached

1. FDOT has given Citrus Connection approval to begin construction on the Florida Ave./I-4 park n ride.
2. We will be meeting with Eagle Lake to broker transportation for their area.
3. MOUs to be presented next month with a few changes and budgetary neutral.
4. Meetings with Deric Feacher are moving forward for the City to fund the additional service on Sundays for LEGOLAND.

(b) South Eastern Proposal was presented to the Board – see attached

(c) Greyhound Update – Service will begin on February 24, 2016 with two pick-ups seven days a week. The ribbon cutting will take place at the Winter Haven Terminal on February 24th at 1:30pm.

(d) Transition House Update – Board members were updated on the contract and payment situation with the Transition House.

Agenda Item #9 – Other Business

None

Adjournment

Approved this 9th day of March, 2016.

Chairman – Commissioner John Hall

Minutes Taker – Marcy Harrison

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #2

Agenda Item: Crowe Horwath FY 2015 Presentation

Recommended
Action: None

Summary: Oral Presentation

Attachments: Audit Presentation

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #3

Agenda Item: Public Comments

Recommended
Action: None

Summary: None

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #4(a)

Agenda Item: January 31, 2016 – Monthly Financial Statement
FY 2015-2016

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 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 January 31, 2016
FY 2015-2016

Year to Date January 31, 2016

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

REVENUES:

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

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

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

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

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

- Florida DOT operating grants is being billed quarterly effective fiscal year 2014-2015. The first billing covered the quarter ending Dec. 31, 2015. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- Advertising income totaled \$57,000 or 98% of budget.
- Other revenues are not significant and are on a cash basis which means these revenues are recognized when the cash is received and in line with the year-to-date budget.

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

(a) Financial Statement December 2015

Year to Date December 31, 2015

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
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- Advertising income totaled \$47,464 or 109% of YTD budget.
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EXPENSES:

The total expenses year-to-date through December 31, 2015 totaled \$2.04 million or 69% of the YTD budget.

- Salaries and benefits represent 63% of the FY 2015-2016 budget. As of December 31, 2015 those expenses totaled \$1.5 million or 90% of the YTD budget due to vacant positions.
- Professional and Technical Services expenses totaled \$44,000 or 42% of the YTD budget; a favorable variance.
- Other services expenses totaled \$11,053 or 32% of the YTD budget.
- Fuel expenses totaled \$129,000 or 59% YTD budget due to declining fuel prices; a favorable variance.

- Materials and supplies totaled \$163,000 under budget by 10% due to use of parts and supplies, a favorable variance.
- Advertising promotion expenses totaled \$7,500 under budget.
- Dues and subscriptions, and office supplies are over budget due to payment for the City of Lakeland Bicycle Program subscription.
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Other remaining expenses are under the YTD budget through December 31, 2015

CHANGE IN FINANCIAL CONDITION	
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STATISTICAL TRENDS LAST FOUR YEARS AUDITED FINANCIAL STATEMENTS				
	9/30/2014	9/30/2013	9/30/2012	9/30/2011
1. Farebox Recovery Ratio (All modes)	25.71%	28.7%	26%	22.6%
2. Cost per revenue hour	\$86.29	\$83.84	\$83.62	\$91.26
3. Revenue Hours	117,008	116,422	112,539	115,679
4. Fuel Cost (\$)	\$1,316,739	\$1,367,289	\$1,317,442	\$1,349,788
5. Ridership	1,647,010	1,638,470	1,452,161	1,768,087

(b) County Full Time Position

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“Approval for full time position with annual salary of \$34,420 for the County Transit Operations”

MOTION CARRIED UNANIMOUSLY

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

EXPENSES:

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

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

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

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through Jan. 31st the financials reflect favorable budget to actual performance. (revenues over expenses) due to receipt of property tax revenue.

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS

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



LAKELAND AREA MASS TRANSIT DISTRICT

FY 2016
MONTHLY FINANCIAL STATEMENT
MONTH OF Jan 2016

	Month			YTD			Approved Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
			\$'s %			\$'s %	
REVENUES:							
Farebox/Pass Sales	\$ 54,702	\$ 82,228	\$ (27,527) -33%	\$ 321,644	\$ 328,913	\$ (7,269) -2%	\$ 986,740
Contract Income (UAP)	\$ 13,604	\$ 27,787	\$ (14,183) -51%	\$ 54,415	\$ 111,147	\$ (56,732) -51%	\$ 333,440
Other Contract Revenue	\$ 51,314	\$ 42,799	\$ 8,515 20%	\$ 312,582	\$ 171,197	\$ 141,385 83%	\$ 513,590
Miscellaneous Income	\$ 18,710	\$ 833	\$ 17,877 2145%	\$ 21,448	\$ 3,333	\$ 18,115 543%	\$ 10,000
Advertising Revenues	\$ 9,350	\$ 14,500	\$ (5,150) -36%	\$ 56,814	\$ 58,000	\$ (1,186) -2%	\$ 174,000
Investment/Interest Income (net)	\$ 1,160	\$ 93	\$ 1,067 1143%	\$ 146	\$ 373	\$ (227) -61%	\$ 1,120
Ad Valorum Income, net	\$ 65,818	\$ 304,030	\$ (238,212) -78%	\$ 3,347,603	\$ 1,216,120	\$ 2,131,483 175%	\$ 3,648,360
FDOT Operating Grant	\$ -	\$ 136,799	\$ (136,799) -100%	\$ -	\$ 547,197	\$ (547,197) -100%	\$ 1,641,590
Federal Operating Grant	\$ 24,934	\$ 218,673	\$ (193,739) -89%	\$ 24,934	\$ 874,693	\$ (849,759) -97%	\$ 2,624,080
Charitable Contributions	\$ -	\$ -	\$ - 0%	\$ -	\$ -	\$ - 0%	\$ -
Cost Recovery	\$ -	\$ -	\$ - 0%	\$ 2,088	\$ -	\$ 2,088 0%	\$ -
Barlow Express	\$ 5,189	\$ 4,402	\$ 788 18%	\$ 19,970	\$ 17,607	\$ 2,363 13%	\$ 52,820
PCTS - Support Cost Reimb.	\$ 31,494	\$ 28,161	\$ 3,333 12%	\$ 125,977	\$ 112,643	\$ 13,333 12%	\$ 337,930
Reserve							
TOTAL REVENUES	\$ 276,275	\$ 860,306	\$ (584,031) -68%	\$ 4,287,622	\$ 3,441,223	\$ 846,398 25%	\$ 10,323,670
ELIGIBLE EXPENSES:							
Salaries	\$ 251,964	\$ 362,436	\$ (110,472) -30%	\$ 1,347,744	\$ 1,449,746	\$ (102,002) -7%	\$ 4,349,237
Employee Benefits	\$ 100,145	\$ 179,581	\$ (79,435) -44%	\$ 567,840	\$ 718,323	\$ (150,483) -21%	\$ 2,154,968
Advertising Fees - Admin	\$ -	\$ 1,008	\$ (1,008) -100%	\$ 1,210	\$ 4,033	\$ (2,823) -70%	\$ 12,100
Professional & Technical Serv.	\$ 31,975	\$ 34,567	\$ (2,592) -7%	\$ 75,931	\$ 138,267	\$ (62,336) -45%	\$ 414,800
Contract Maintenance Service	\$ 6,623	\$ 7,750	\$ (1,127) -15%	\$ 15,368	\$ 31,000	\$ (15,632) -50%	\$ 93,000
Other Services	\$ 3,475	\$ 11,546	\$ (8,071) -70%	\$ 14,528	\$ 46,183	\$ (31,656) -69%	\$ 138,550
Fuel & Lubricants (net)	\$ 51,820	\$ 73,428	\$ (21,608) -29%	\$ 150,803	\$ 293,710	\$ (142,907) -49%	\$ 881,130
Freight	\$ 214	\$ 25	\$ 189 756%	\$ 1,131	\$ 100	\$ 1,031 1031%	\$ 300
Repair & Maintenance Admin Bldg	\$ 201	\$ 1,000	\$ (799) -80%	\$ 572	\$ 4,000	\$ (3,428) -86%	\$ 12,000
Materials & Supplies	\$ 44,296	\$ 60,451	\$ (16,155) -27%	\$ 186,962	\$ 241,803	\$ (54,841) -23%	\$ 725,410
Utilities/Telephone - Admin	\$ 8,985	\$ 9,208	\$ (223) -2%	\$ 34,480	\$ 36,833	\$ (2,354) -6%	\$ 110,500
Physical Damage Insurance	\$ 2,067	\$ 2,154	\$ (87) -4%	\$ 8,268	\$ 8,617	\$ (349) -4%	\$ 25,850
Liab & Prop Damage Insurance	\$ 17,832	\$ 18,250	\$ (418) -2%	\$ 71,327	\$ 73,000	\$ (1,673) -2%	\$ 219,000
Other Corporate Insurance	\$ 1,010	\$ 58	\$ 952 1631%	\$ 1,010	\$ 233	\$ 777 333%	\$ 700
Dues & Subscriptions	\$ 872	\$ 1,529	\$ (657) -43%	\$ 17,888	\$ 6,117	\$ 11,772 192%	\$ 18,350
Education/Training/Meeting/Travel	\$ 2,995	\$ 6,086	\$ (3,091) -51%	\$ 25,313	\$ 24,343	\$ 970 4%	\$ 73,030
Service Charges	\$ 2,242	\$ 3,483	\$ (1,241) -36%	\$ 5,389	\$ 13,933	\$ (8,545) -61%	\$ 41,800
Office Expense	\$ 3,827	\$ 4,096	\$ (269) -7%	\$ 25,937	\$ 16,384	\$ 9,552 58%	\$ 49,153
Advertising & Promotion	\$ -	\$ 3,033	\$ (3,033) -100%	\$ 7,524	\$ 12,133	\$ (4,610) -38%	\$ 36,400
Miscellaneous Expenses	\$ -	\$ 1,850	\$ (1,850) -100%	\$ -	\$ 7,400	\$ (7,400) -100%	\$ 22,200
Property Appraiser/Tax Collector Comm	\$ 152,950	\$ 21,533	\$ 131,417 610%	\$ 234,848	\$ 86,133	\$ 148,714 173%	\$ 258,400
PTA/Winter Haven Billable Expenses	\$ 54	\$ 517	\$ (463) -90%	\$ 411	\$ 2,067	\$ (1,656) -80%	\$ 6,200
Capital Expenditures							
TOTAL ELIGIBLE EXPENSES:	\$ 683,548	\$ 860,306	\$ (176,758) -21%	\$ 2,794,483	\$ 3,441,223	\$ (646,740) -19%	\$ 680,592
NET REVENUES OVER	\$ (407,272)	\$ (0)	\$ (407,272)	\$ 1,493,139	\$ (0)	\$ 1,493,139	\$ (0)
(UNDER) EXPENSES							

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #4(b)

Agenda Item: January 2016 Financials for Polk County Transit Services Contract

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

AGENDA ITEM #4(b) - CONT.

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of January 31, 2016
Year to Date Report
Percent of FY Reported (33%)

Revenues

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

Expenses

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

(c) Polk Transit Financials:

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of December 31, 2016
Year to Date Report
Percent of FY Reported (25%)

Revenues

- The revenues totaled \$1,343,489 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 \$32,169, or 69% of the year-to-date budget.
- The County funding is designed to reflect a 1/12 allocation as cash advance to facilitate cash flow with receipt of \$1.3 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$806,758 or 49% of the year-to-date budget.
- Salaries and wages totaled \$492,183 or 57% of the YTD Budget.
- Operating expenses totaled \$314,575 or 55% of the YTD Budget.
- The contract services is for contractual cost for the Lynx service and other planned contractual services such as Transportation Disadvantaged that is lagging.

Revenues

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Revenues					
FTA 5307 Grant	\$ 1,125,545	17%	\$ 281,386	\$ -	0%
Fares	\$ 186,661	3%	\$ 46,665	\$ 32,169	69%
PCTS	\$ 5,245,278	80%	\$ 1,311,320	\$ 1,311,320	100%
Total	\$ 6,557,484	100%	\$ 1,639,371	\$ 1,343,489	82%

Expenses

	Annual Budget	%	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,434,803	52%	\$ 858,701	\$ 492,183	57%
Contract	\$ 833,783	13%	\$ 208,446	\$ -	0%
Operating	\$ 2,288,898	35%	\$ 572,225	\$ 314,575	55%
Total	\$ 6,557,484	100%	\$ 1,639,371	\$ 806,758	49%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #4(c)

Agenda Item: Ridership Report

Presenter: David Persaud, CFO

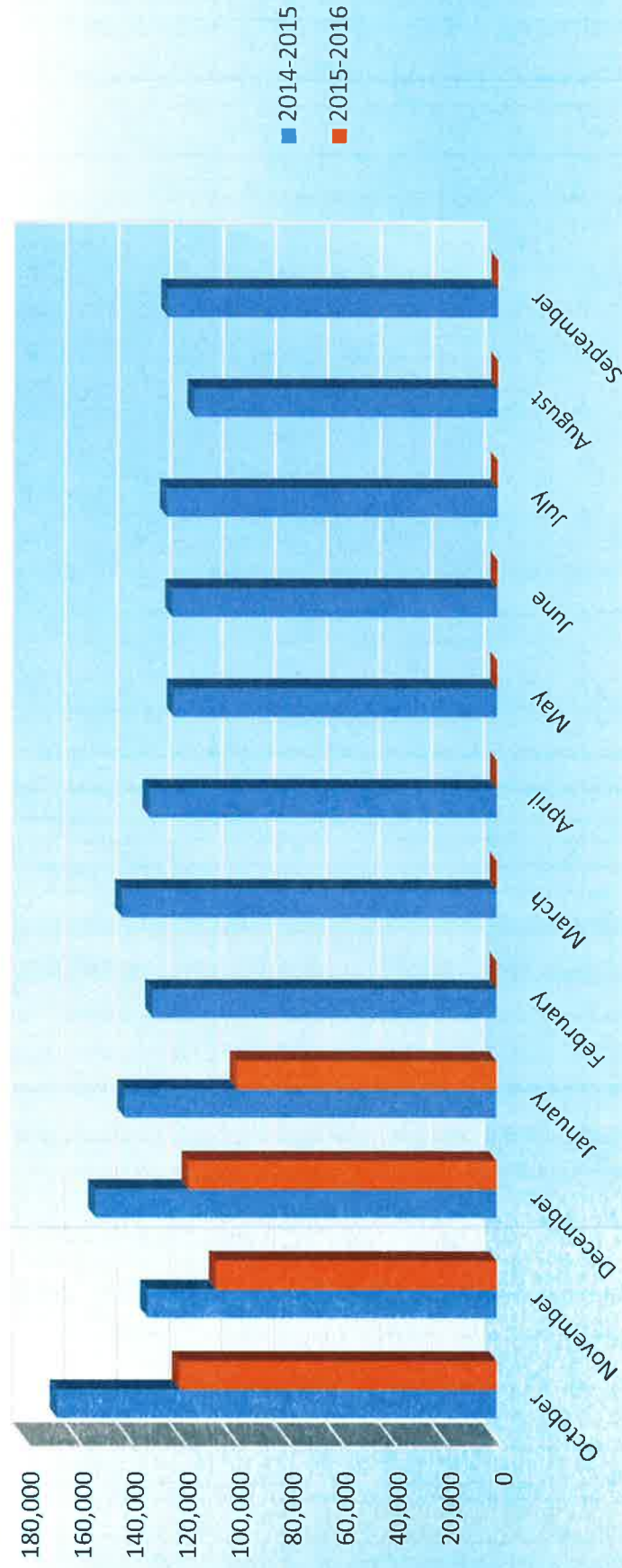
Recommended Action: Information only

Financial Impact: None

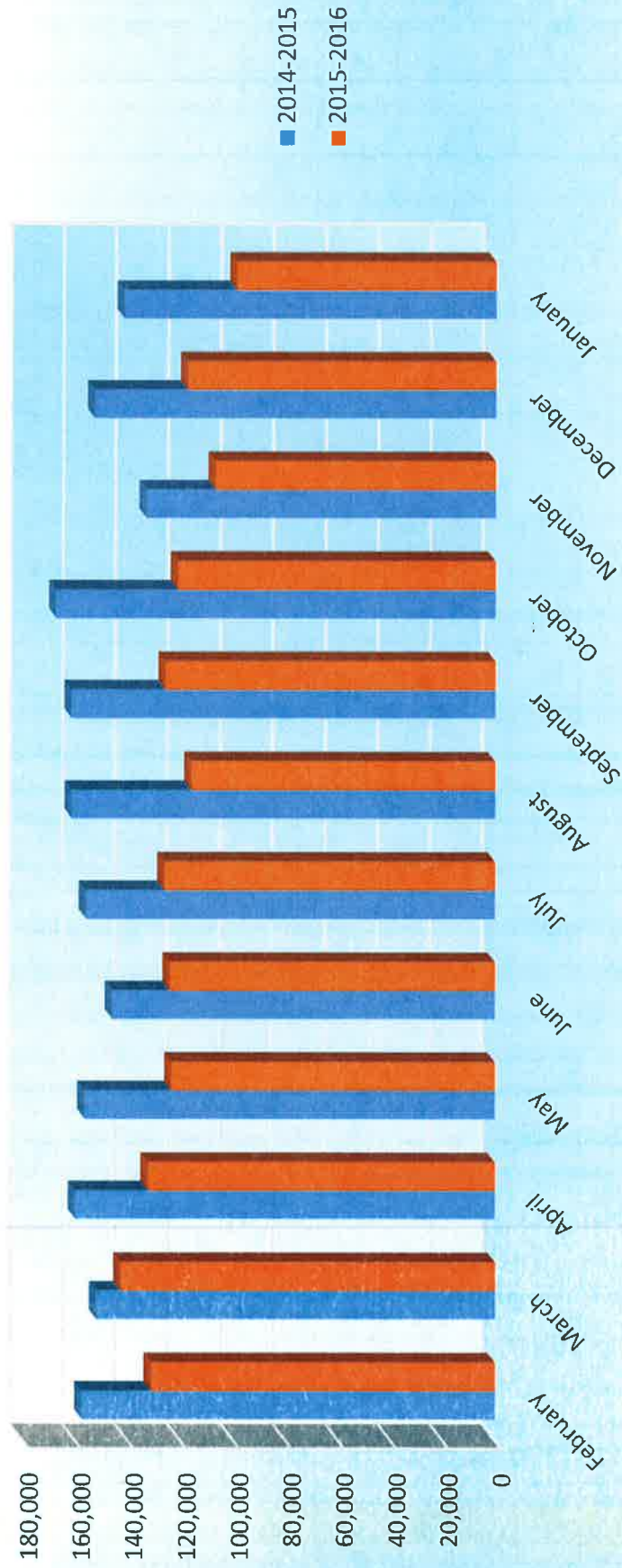
Summary: Year to date ridership information for the entire system including LAMTD, Winter Haven, Rural and Demand Response through December 31, 2016

Attachment: Ridership Report

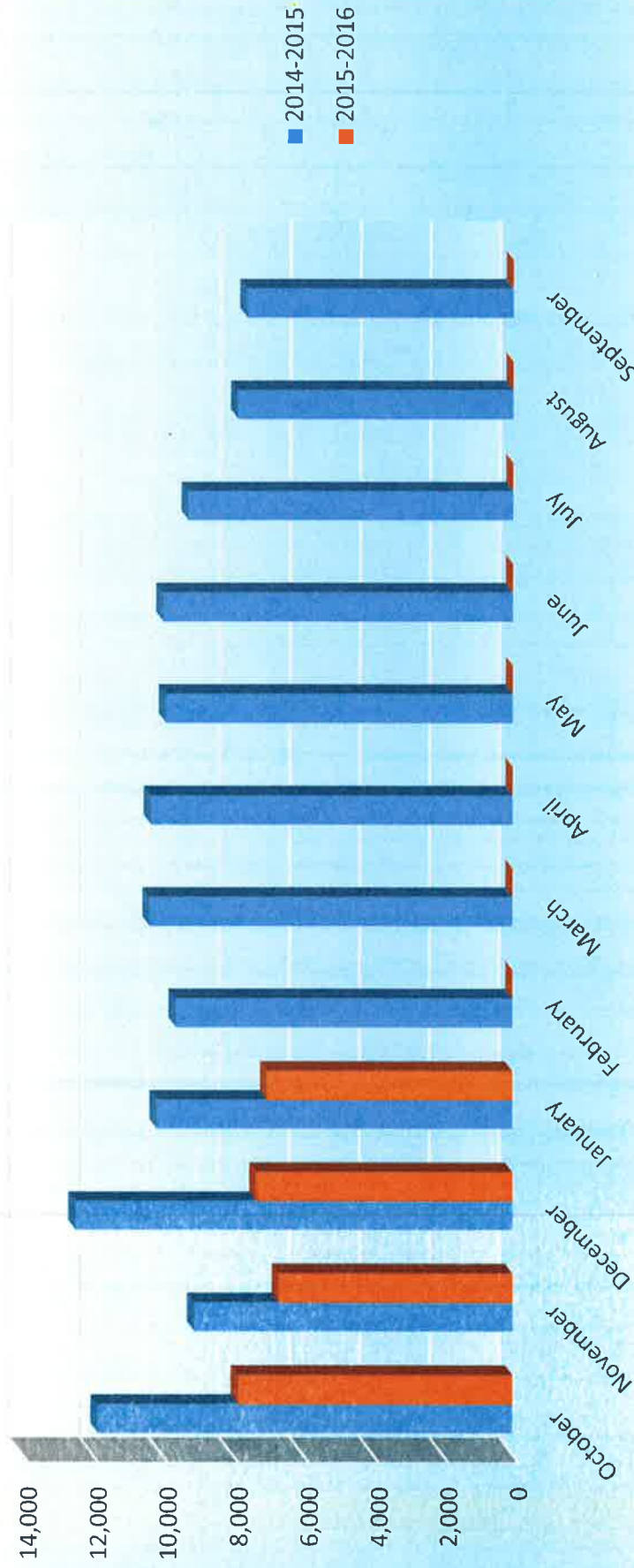
Citrus Connection and PCTS Fixed Route Total Ridership



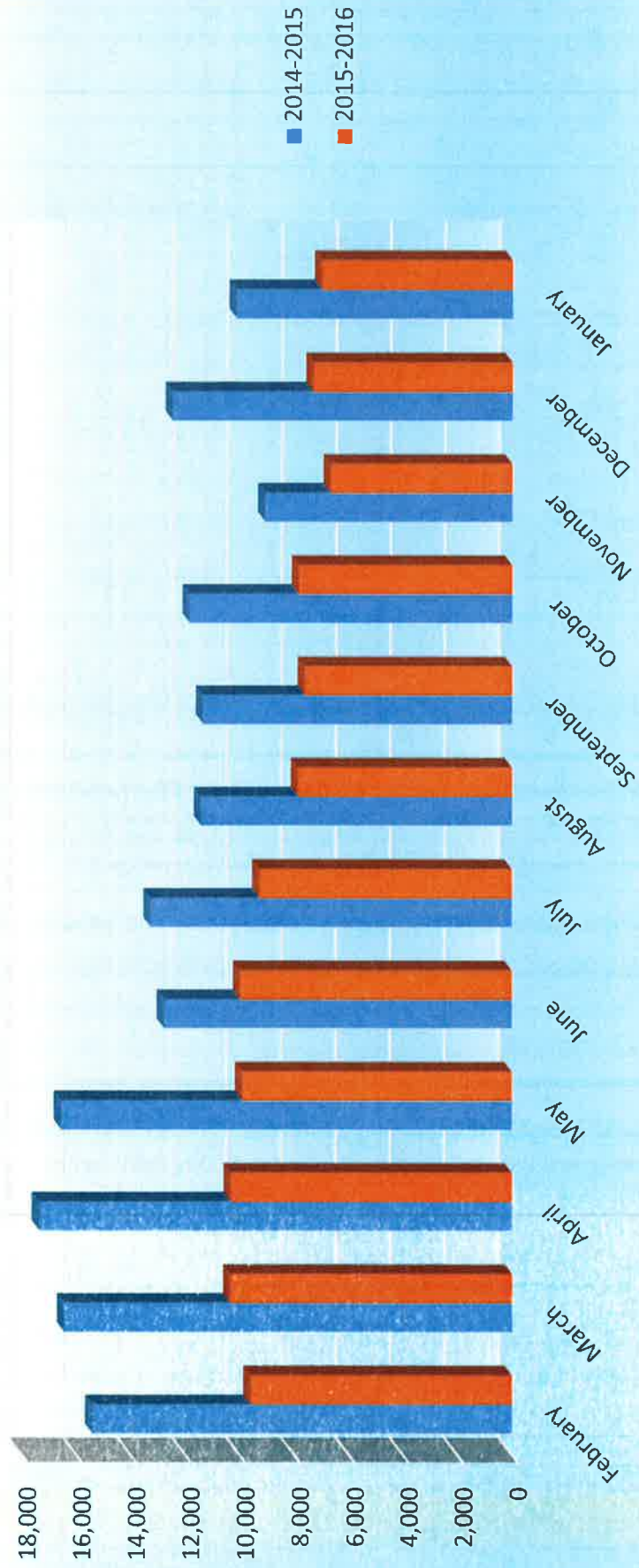
Fixed Route Over 12 Months



Citrus Connection and PCTS Para-Transit Total Ridership



Para-Transit Over 12 Months



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

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

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
March 9, 2016
AGENDA ITEM #4(d)

Agenda Item: **Authorization to add a position in Finance for the Transit Disadvantaged Program**

Presenter: David Persaud, CFO

Recommended
Action: Approve the position of Fiscal Analyst – T.D. Program Management

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

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

- 1) Prepare and submit Annual Operating Budget.
- 2) Prepare and submit Annual Operating Report (AOR).
The AOR is an annual report by the CTC regarding all the services provided.
 - a. Fixed Route trips
 - b. Paratransit trips
 - c. Vehicle information
 - d. Employees information
 - e. Financial Data (revenues and expenses)

AGENDA ITEM # – CONT.

- 3) Rate Model- for service delivery
- 4) Grant- Administration for two grants.
 - a. Shirley Conroy Rural Area Capital Assistance Program Grant
 - b. Trip & Equipment Grant \$1.2 million
- 5) Financial and Grant accounting and audit related work for compliance.

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

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

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

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING

Date: March 9, 2016
AGENDA ITEM #4(e)

- Agenda Item:** Resolution and Florida Commission for the Transportation Disadvantaged (CTD) Trust Fund Trip/Equipment Grant Agreement for FY 2015/2016.
- Presenter:** David Persaud, CFO.
- Recommended Action:** Recommend that the Board approve the three month Trips and Equipment Grant with the CTD April 1, through June 30, 2016.
- Financial Impact:** \$330,300 Grant Funding, \$33,030 onetime local match budgeted in Polk County Agreement.
- Summary:** The State Commission for the Transportation Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source. Serving as the new Community Transportation Coordinator for Polk County, the District is now eligible for these funds.
- Trips provided under the Transportation Disadvantaged funding are for those residents who have no other means of transportation, including personal vehicles, access to fixed-route buses and help from family and friends. Trips are needed for daily activities such as dialysis, therapy, general medical appointments, life skills training, grocery shopping, and other life-sustaining purposes. More than 70% of these trips are provided to elderly and/or disabled citizens of Polk County.
- Attachment:** Trip and Equipment Grant Agreement and Resolution.

**AUTHORIZING RESOLUTION #16-10
FOR
TRANSPORTATION DISADVANTAGED TRUST FUND**

A RESOLUTION of the LAKELAND AREA MASS TRANSIT DISTRICT (Recipient), hereinafter DISTRICT, hereby authorizes the execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged.

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

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

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

DULY PASSED AND ADOPTED THIS 9 DAY OF MARCH, 2016

LAKELAND AREA MASS TRANSIT DISTRICT

John Hall

Typed name of Chairperson

Signature of Chairperson

ATTEST: Tim Darby

BY: _____

Attorney

SAMAS Approp: 108846	Fund: TDTF	FM/Job No(s): 43202718401/43202818401
SAMAS Obj.: 750074	Function: 035	CSFA No. 55.001
Org Code: 55 12 00 00 952	Contract No.:	Vendor No.: 59-2096281-005

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard, Lakeland, Florida, 33815, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to:

Provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment, and as further described in this Agreement and in Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

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

2.30 Funds of the Grantee: The Grantee will use its best efforts to enable the Grantee to provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.40 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.50 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant.

2.60 Monitoring and Evaluation: The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

3.00 Total Project Cost: The total estimated cost of the Project is \$330,300.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$297,270.00 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

4.10 Eligible Costs: Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

4.40 Front End Funding: Front end funding is not applicable.

5.00 Retainage: Retainage is not applicable.

6.00 Project Budget and Disbursement Schedule:

6.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless

it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

6.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

7.00 Accounting Records, Audits and Insurance:

7.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

7.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

7.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

7.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges.

The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

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

7.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance

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

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

Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

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

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

7.70 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

7.71 Liability: Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

7.72 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

7.73 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

7.74 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

8.00 Requisitions and Payments:

8.10 Preliminary Action by the Grantee: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

8.11 File with the Commission for the Transportation Disadvantaged, 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

8.12 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

8.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission

may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

8.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

8.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

8.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

8.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

8.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

8.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

8.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Program Manual for the Trip and Equipment Grant is met.

8.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment

of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

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

9.30 Public Access to Records: The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

11.00 Audit and Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

12.00 Contracts of the Grantee:

12.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

12.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

13.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations

of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

13.30 Prohibited Interests:

13.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

13.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

13.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

13.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

13.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

13.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

13.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

13.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

13.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs

unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

14.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

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

14.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement

shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

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

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

14.70 Purchased Vehicles or Equipment:

14.71 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the

Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

14.72 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

14.73 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

15.00 Plans and Specifications: In the event that this agreement involves the purchasing of capital equipment or major components thereof, upon the Commission's request, the Grantee shall submit to the Commission, certification that all such equipment meets or exceeds the requirements as identified in Exhibit "A." Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

16.00 Contractual Indemnity: To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar

provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

18.00 Expiration of Agreement: The Grantee agrees to complete the Project on or before June 30, 2016. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2016.

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

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

21.00 Vendors and Subcontractors Rights:

21.10 Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds

received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

22.00 Modification: This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

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

**GRANTEE: LAKELAND AREA MASS
TRANSIT DISTRICT**

**COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

BY: _____

BY: _____

TITLE: _____

TITLE: Executive Director (Commission Designee)

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

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

PROJECT LOCATION: Polk County (ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

None

SPECIAL CONSIDERATIONS BY GRANTEE:

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

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable

FM/JOB No(s). 43202718401/43202818401
 CONTRACT NO. _____
 AGREEMENT _____
 DATE _____

EXHIBIT "B"
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

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

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

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

Non-sponsored Trips	\$ 330,300.00	FM# <u>43202718401</u>
Voluntary Dollar	0.00	FM# <u>43202818401</u>

TOTAL	\$ 330,300.00
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II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	<u>\$297,270.00</u>
Local Cash Funds	<u>\$33,030.00</u>
Voluntary Dollar Contributions	<u>\$0.00</u>
Monetary Value of In-Kind Match	<u>\$0.00</u>
Total Project Cost	<u>\$330,300.00</u>

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY <u>15/16</u>	0	0	0	0	0	0	0	0	0	99,090	99,090	99,090

FM/JOB No(s). 43202718401/43202818401
CONTRACT NO. _____
AGREEMENT _____
DATE _____

EXHIBIT "C"

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department
of Transportation
State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
(CTD)
TRIP AND EQUIPMENT GRANT PROGRAM
CSFA Number: 55.001
***Award Amount:** \$ 297,270.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.001 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #5

Agenda Item: **Legal**

Presenter: Tim Darby

Recommended
Action: Approval for Interlocal Agreement between LAMTD and
the City of Winter Haven to run the LEGOLAND Route
30

Summary: Oral Presentation

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #6

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

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #7(c)

Agenda Item: **MOU Articles 13 and Union CBA Amendment**

Presenter: Mary Lynne Janoso, Director of HR & Risk Management

Recommended
Action: Approval to MOU and CBA Amendment

Summary: Oral Presentation

Attachments: MOU and Amendment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #7(a)

Agenda Item: **Approve the addition a Facilities Technician I**

Presenter: Mary Lynne Janoso/Dean Kirkland-McMillan

Recommended
Action: Recommend the Board approve the addition of a
 facilities technician

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

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

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #7(b)

Agenda Item: **Authorization to add a position in Operations support for a Transit Coach**

Presenter: Mary Lynne Janoso/Dean Kirkland-McMillan

Recommended
Action: Approve the Transit Coach position

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

Description:

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

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

MEMORANDUM OF UNDERSTANDING
Between
LAKELAND AREA MASS TRANSIT DISTRICT
And
TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO LOCAL 525

Whereas the Transport Workers Union of America AFL-CIO Local 525 (“the Union”) and the Lakeland Area Mass Transit District (“the District”) agree to the following revision of Article 13 -- Work Clothing. Tools and Safety Shoes:

Current Language:

Parts Specialist, Parts, Procurement, Technicians & MIS Administrative Specialist will be allowed a reimbursement for Safety Work Shoes limited to \$125 per year.

New Language:

Parts Specialist, Parts, Procurement, Technicians & MIS Administrative Specialist will be allowed a reimbursement for Safety Work Shoes limited to \$150 per year.

1. This change shall be effective the first payroll period following the date of the execution of this Memorandum of Understanding, but no earlier than _____.
2. The remainder of Article 13 and all other Articles and Sections of the Collective Bargaining Agreement between the parties not addressed within this Memorandum of Understanding are unchanged.
3. The effective date of the Collective Bargaining Agreement between the parties is October 1, 2015 through October 2, 2018.

[SIGNATURE LINES CONTAINED ON THE FOLLOWING PAGE]

Date: _____

For the Union:

Kevin Smith – President Transport Workers
Union of America AFL-CIO Local 525

Date: _____

For the District:

Commissioner John Hall - Chairman

Commissioner George Lindsey - Vice Chair

Commissioner Jim Malless - Secretary

Commissioner Phillip Walker

Commissioner Don Selvage

Tom Phillips - Executive Director

24056365.1

**AN AMENDMENT OF THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN LAKELAND AREA MASS TRANSIT DISTRICT
AND TRANSPORT WORKERS UNION OF AMERICA AFL-CIO LOCAL 525**

WHEREAS, on October 1, 2015, Lakeland Area Mass Transit District and Transport Workers Union of America AFL-CIO Local 525 entered into a Collective Bargaining Agreement and;

WHEREAS, Article 19 of the Collective Bargaining Agreement under the Availability to Work section requires operators to that are off because of illness, requested or excused absence will not be considered available to work until they have reported their availability to work by 6pm the day prior to their return.

WHEREAS, since the execution of the Collective Bargaining Agreement, a verbiage change has been determined necessary to clarify the Availability to Work section.

NOW, THEREFORE, BE IT RESOLVED by Lakeland Area Mass Transit District and Transport Workers Union of America AFL-CIO Local 525 that:

First Amendment to Article 19, Availability to Work Section of the Collective Bargaining Agreement

Lakeland Area Mass Transit District and Transport Workers Union of America AFL-CIO Local 525 hereby approve the verbiage change under article 19 of the Collective Bargaining Agreement. This amendment will take effect immediately upon its passage.

Availability for Work

When an employee is unable to report for work at his/her assigned time for any reason, he/she shall notify his/her dispatcher or supervisor as appropriate, as soon as possible, and at least sixty minutes prior to report time. Any absenteeism/tardiness issued not specifically addressed in the CBA will mirror the Citrus Connection Employee Handbook Absentee/Tardiness Guidelines & Policies. Failing to give such notification, he/she shall not be reinstated upon their return to work unless a reasonable explanation is furnished to the Employer. Employees who miss out may be required to work on the day of the miss out if they are needed to maintain service to the public.

Operators off because of unplanned/unscheduled time off will not be considered available to work until they have reported their availability to work by 6 pm the day prior to their return.

Part time operators shall be used as needed to provide service to the public. At the discretion of the District, they shall be used to staff the extra board or work assigned runs.

Passed and Adopted this 9th day of February 2016, by the following:

Transport Workers Union Local 525

Lakeland Area Mass Transit District

Wes Warren, TWU Section Chairman

Tom Phillips, Executive Director

Witness

Witness

Lakeland Area Mass Transit District Board of Directors

John Hall, Chairman

Witness

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 9, 2016
AGENDA ITEM #8(a)

Agenda Item: Executive Updates

Presenter: Tom Phillips, Executive Director

Recommended

Action: MOU approval for current Union CBA

Summary:

- Monthly Activities Report
- UAP Update
- MOU Union CBA - Communication

February 2016

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

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

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 31	Feb 1 1:00pm Mike and Tom 1-on-1 (Tom's Office) - Marcy Harrison	2 Bartow Groundhog Day (United States) 10:00am Greyhound 10:30am TD Planning	3 Copy: Board of Directors, Performance Indicator 10:30am Mtg with Sal Campeze - Regal 1:00pm Supervisor,	4 Bartow 8:30am Coffee Mtg-George Lindsey 11:00am Mtg Jim 2:00pm 1/1 with David	5 8:00am 1:1 (Lakeland) - Dean Kirkland 11:00am 1 on 1 Joe and 1:00pm out 3:30pm Mtg with Tony	6
7	8 9:00am Meeting with 11:00am Mtg. Don 12:00pm Taco bus: 1:00pm Mike and Tom 1:30pm FW: TD LCB	9 Bartow 8:30am Email Ridership Update to LAMTD Board of Directors 2:00pm Union meeting	10 8:00am Mtg Phillip 8:30am LAMTD Board 10:30am TD 1:00pm Supervisor, 3:00pm Angela Burton -	11 Bartow 11:30am Lunch with Deir Feacher - Erin 2:00pm 1/1 with David 2:30pm Pick up kids	12 Lincoln's Birthday (United States) 9:00am TD/Smart 11:15am Roti 2:00pm Plumber	13
14 Valentine's Day (United States)	15 Presidents' Day (United States) 1:00pm Mike and Tom 1-on-1 (Tom's Office) - Marcy Harrison	16 Bartow 8:00am Mtg w/ Tony Delgado (City Office)	17 11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison 1:00pm Supervisor, Superintendent,	18 Bartow 2:00pm 1/1 with David Persaud (Executive Office) - Tom Phillips	19 9:00am CTC Transition Mtg presented by TD Commission (Transit City/Lake Wales) 11:00am State of the City (Lake Wales)	20 4:30pm FW: Para Transit Meeting (Lakeland) - Dean Kirkland
21	22 Out of Office	23 Bartow 4:00pm LEDC Meeting - Lakeland Regional Health (TBD - This	24 1:30pm Greyhound Ribbon Cutting (Winter Haven Terminal) - Marcy	25 Out of Office	26	27
28	29 9:30am Mtg. Col. Gary Clark (1212) - Erin 1:00pm Mike and Tom 1-on-1 (Tom's Office) 1:30pm LAMTD Audit	Mar 1	2 Mar 1	3	4	5

UAP Ridership Totals 2015-16	LAMTD	WHAT	Total
December	18,008		18,008
January	15,107	9,144	24,251
UAP Ridership 2015-16	LAMTD	WHAT	Total
Polk State College			
December	198		198
January	2,986	1,376	4,362
LEGOLAND			
December	1,053		1,053
January	156	1,198	1,354
South Eastern University			
December	292		292
January	203	36	239
Everest University			
December	967		967
January	589	116	705
COLTS			
December	3,111		3,111
January	2,235	1,753	3,988
Veterans			
December	3,850		3,850
January	2,576	1,057	3,633
Southern Technical College			
December	657		657
January	253	1,057	916
Polk Health Care			
December	4,233		4,233
January	2,733	1,120	3,853
Polytechnic			
December	1,004		1,004
January	1,411	50	1,461
Central Florida Healthcare			
December	2,445		2,445
January	1,792	320	2,112
Transition House			
December	198		198
January	-	236	236

MEMORANDUM OF UNDERSTANDING REGARDING INFORMAL DISCUSSIONS

**Between
LAKELAND AREA MASS TRANSIT DISTRICT
AND
TRANSPORT WORKERS UNION OF AMERICA
AFL-CIO LOCAL 525**

This Memorandum of Understanding (“MOU” or “Memorandum”) is entered into by and between Lakeland Area Mass Transit District (“the District”) and Transport Workers Union of America AFL-CIO Local 525 (“Union”) (collectively referred to as the “Parties”):

WHEREAS, the District and the Union are parties to a collective bargaining agreement (“CBA”), effective from October 1, 2015 through October 2, 2017, covering all regular full-time and part-time Apprentice Technicians, Technicians, Master Technicians, Quality Assurance Master Technicians, Parts Procurement & MIS Administrative Specialists, Bus Operators, Bus Operator Trainees, Electronic Technicians, Utility 1 & 2 Technicians, Facility 1 & 2 Technicians, and Parts Technicians.

WHEREAS, the District and the Union desire, from time to time, to informally discuss and possibly adjust issues that do not rise to the level of a formal grievance;

NOW, THEREFORE, the District and the Union desire to set forth their mutually agreed upon understanding in this MOU as follows:

1. Beginning March 9, 2016, when the Union wishes to institute informal discussions or to submit a investigation and fact sheet (Attachment A) as discussed herein, the TWU Section Chairman will deliver or send an email directed to the Labor Relations Representative with Attachment A.
2. Beginning March 9, 2016, when the District wishes to institute formal or informal discussions as discussed herein, the Labor Relations Representative will send an email directed to the TWU Section Chairman with Attachment A.
3. Formal or Informal discussions may take place in person, by telephone or email, and will begin within five (5) calendar days from the initial email.

4. The Parties agree that neither the Union nor the District waive any claims and/or defenses that could have been raised in any grievance if the Union files a subsequent grievance on behalf of any Bargaining Unit Employee under Article 9 of the CBA.
5. No arbitrator selected to decide any subsequent grievance shall be permitted to rely upon, infer from, or otherwise consider the fact that the District and the Union entered into this MOU.
6. Nothing in this MOU shall abrogate or otherwise modify the parties' respective rights and responsibilities as set forth in the CBA. Nothing in this MOU is intended to or shall be deemed to be a modification or amendment of any of the provisions set forth the current CBA.
7. This MOU 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 MOU 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 ON FOLLOWING PAGE]

Date: _____

For the Union:

Wes Warren, TWU Section Chairman

Date: _____

For the District:

Commissioner John Hall, Chairman

Commissioner George Lindsey, Vice Chairman

Commissioner Jim Malless, Secretary

Commissioner Don Selvage

Commissioner Phillip Walker

Tom Phillips- Executive Director

23348508.1

Pre – Grievance Investigation & Fact Sheet

Citrus Connection Employee Information Attachment A

To	
From	
Employee Name	
Classification	
Supervisor	
Date of Incident	
Alleged CBA Violation	

Description of Incident or Occurrence (Union):

Steward Chairman _____ Initials

Description of Incident or Occurrence (Employer):

Supervisor _____ Initials

Settlement if Available

Circle one: Settled / Not Settled _____ Date

TWU Steward Chairman

Labor Relations Representative

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

Agenda Item: **Other Business**

Presenter: TBD

Recommended
Action: None

Summary: None

Attachments: None