

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Hollingsworth Board Room  
1212 George Jenkins Blvd, Lakeland, FL 33815  
**Wednesday, April 12, 2023, at 8:30 a.m.**

	<u>Action Required</u>
Call to Order	
1. Approval of the March LAMTD Meetings	Approval
2. Public Comments	None
3. Audit Presentation / Daniel Anderson, CPA, Mauldin & Jenkins	None
4. Finance / Kelly Bennington, CPA, Chief Financial Officer	
a. LAMTD Financials	None
b. PCTS Financials	None
c. TD Financials	None
d. Section 5307 Application, Resolution 23-11	Approval
e. Section 5339 Application, Resolution 23-12	Approval
f. Section 5310 PTGA, Resolution 23-13	Approval
g. Section 5311 Application, Resolution 23-14	Approval
5. Executive Director Report / Tom Phillips	
a. Agency Update(s)	None
6. Executive <u>Informational</u> Summary / Tom Phillips	
a. March Calendar	None
b. Ridership and UAP Update	None
7. Other Business	TBD
Adjournment	

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #1

Agenda Item: Approval of the LAMTD Meeting Minutes for March 2023

Presenter: Ella Joseph

Policy Analysis: TA 6 Increase internal communication through systemic processes.

Recommended  
Action: Board approval of the LAMTD Meeting Minutes for March 2023

Attachments: March 28<sup>th</sup>, 2023 LAMTD Meeting Minutes

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Lake Crago Complex  
252, Lake Crago Dr, Lakeland, FL 33805  
Tuesday, March 28<sup>th</sup>, 2023 at 7:30 a.m.

**Directors:**

Polk County Commissioner Martha Santiago  
Polk County Commissioner George Lindsey III  
City of Lakeland Commissioner Sam Simmons  
City of Lakeland Mayor Bill Mutz

Executive Director: Tom Phillips  
Executive Assistant: Ella Joseph

**Call to Order**

7:32 a.m. By Commissioner Lindsey

**Agenda Item #1 – Approval of the Minutes**

- a. Board approval of the February 2023 LAMTD Meeting Minutes

[Attachments available]

“Approval of meeting minutes for the February 2023 LAMTD Meeting”  
1<sup>st</sup> Martha Santiago / 2<sup>nd</sup> Bill Mutz

**MOTION CARRIED UNANIMOUSLY**

**Agenda Item #2 – Public Comments**

**Agenda Item #3 – Finance / Kelly Bennington, CPA, Chief Financial Officer**

- a. LAMTD Financials

Lakeland Area Mass Transit District  
Monthly Financial Report  
Operating Budget. Budget to Actual  
For the YTD January 31, 2023  
FY 2022-2023

Year-to-Date January 31, 2023					
Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	Actual % of FY Annual Budget	Annual Budget
Revenue YTD	33%	\$4,332,684	\$6,646,242	51%	\$13.0 Million
Expenses YTD	33%	\$4,332,684	\$3,597,645	28%	\$13.0 Million

**REVENUES:**

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Lake Crago Complex  
252, Lake Crago Dr, Lakeland, FL 33805  
Tuesday, March 28<sup>th</sup>, 2023 at 7:30 a.m.

The total revenues realized year-to-date through January 31, 2023, totaled \$6.6 million or 51% of the annual budget.

- Farebox revenues reflect \$94,527 or 28% of the annual budgeted revenues, an unfavorable variance of \$19,100, due to the decline in ridership related to slowly correcting the driver shortage issue.
- Contract revenues related to UAP (Universal Access Passes) totaled \$139,624 or 71% of the annual budget.
- Other Contract Revenue Budget totaled \$247,780 for: Atlantic Capital LLC agreement of \$0.1 million, Winter Haven Services of \$92,730, Bartow Services of \$37,311, and Bartow Express Outside Ops of \$17,738. To date, \$16,271 has been received.
- Ad valorem taxes of \$5.92 million have been collected at this time. The total budgeted revenues are \$6.37 million. Only 95% of the taxes are budgeted by State Law.

Property taxes become due and payable on November 1<sup>st</sup>, 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 1<sup>st</sup> of each year. The District normally receives 90% of property taxes by May of each year.

- Interest Income on Investment at the LGIP totaled \$123,071 which is favorably over budget.
- Florida DOT operating grants of \$1.42 million is being billed quarterly. These grants are on a cash basis which means the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants are budgeted at \$3.60 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 is recognized.
- Advertising income reflects \$73,350 which is slightly over budget.
- The Support cost reimbursement revenue is \$205,156 which is on budget.
- Other revenues are within budget or have an overall favorable variance.

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Lake Crago Complex  
252, Lake Crago Dr, Lakeland, FL 33805  
Tuesday, March 28<sup>th</sup>, 2023 at 7:30 a.m.

Lakeland Area Mass Transit District  
Monthly Financial Report  
Operating Budget. Budget to Actual  
For the YTD January 31, 2023  
FY 2022-2023

**EXPENSES:**

The total expenses year-to-date through January 31, 2023, totaled \$3.60 million or 28% of the annual budget.

- Salaries and benefits represent 66% of the FY 2022-2023 budget. As of January 31, 2023, these expenses totaled \$2.33 million which is 23% under budget or a favorable variance of \$0.52 million.
- Professional and Technical Services expenses totaled \$189,608 or 27% of the annual budget.
- Other services expenses totaled \$31,929 which is slightly over budget.
- Fuel and lubricants expense totaled \$238,217 which is 37% of the annual budget.
- Materials and supplies totaled \$192,530 or under budget by \$80,903.
- Dues and subscriptions totaled \$20,882, 42% of the annual budget, and office supplies of \$21,917, 19% of the annual budget.
- Property appraiser/Tax Collector Commission are quarterly advance payments.
- Capital expenditures/debt service of \$100,912 pertains to the lease purchase of buses and is under budget.
- Fixed and variable costs have contributed to some budget variances since they are a combination of onetime costs and reoccurring costs resulting in an overall favorable variance.

**CHANGE IN FINANCIAL CONDITION**

Based on the year-to-date budget-to-actual variances through January 31st, the financials reflect a favorable actual variance of \$3.05 million with 33% of the fiscal year completed. This variance is predominantly due to receiving the majority of the ad valorem income.

**STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS**

	<b>9/30/21</b>	<b>9/30/20</b>	<b>9/30/19</b>	<b>9/30/18</b>	<b>9/30/17</b>
1. Farebox Recovery Ratio (All modes)	10.68%	8.48%	10.13%	13.00%	10.04%
2. Cost per revenue hour	\$130.01	\$117.66	\$116.62	\$108.42	\$106.94
3. Revenue Hours	135,115	146,700	145,405	146,597	142,189
4. Fuel Cost (\$)	\$878,132	\$744,587	\$949,887	\$1,082,166	\$834,971
5. Ridership	591,937	855,409	1,294,771	1,252,600	1,346,211

**b. PCTS Financials**

Lakeland Area Mass Transit District  
Monthly Financial Report  
Polk County Transit Contract  
Month of January 31, 2023  
Year to Date Report  
Percent of FY Reported (33%)

**Revenues**

- The revenues totaled \$4.30 million or 43% of the annual budget.
  - The FTA grants have not been received for the new fiscal year. Expenses must be incurred before reimbursements are received.
  - Fare Revenues totaled \$15,001 or 34% of the annual budget.
  - The Polk County City Contributions received totaled \$0.66 million or 123% of the annual budget.
  - The County funding reflects payments of \$3.13 million or 100% of the annual budget which includes the county match of \$2.20 million and the county contribution of \$0.93 million.
  - Rural FDOT Grant Revenues have not been received for the new fiscal year.
  - The FDOT Sunrail Grant Revenues have not been received for the new fiscal year.

**Expenses**

- Operating expenses consists of labor costs, operating expenses, and contract expenses.
- Total expenses for the period totaled \$2.68 million or 27% of the annual budget.
  - Salaries and wages totaled \$1.20 million or 27% of the annual budget.
  - Operating expenses totaled \$0.92 million or 28% of the annual budget.
  - The contract services are for the contractual cost for several routes with the contractor Transitions Commute Solutions with expenses totaling \$0.56 million or 24% of the annual budget.

**Operating Results**

- Actual Revenues exceeded Expenses by \$1.6 million.

**c. TD Financials**

Lakeland Area Mass Transit District  
Monthly Financial Report  
The Transportation Disadvantaged Program  
Month of January 31, 2023  
Year to Date Report  
Percent of FY Reported (58%)  
**State FY July 1, 2022, thru June 30, 2023**

**Revenues**

- The revenues totaled \$790,125 or 56% of the annual budget.
  - The TD Trust Fund Grant drawdown reflects \$718,166 or 56% of the annual budget.
  - Contract Revenues and other revenues totaled \$158 or 51% of the annual budget.
  - The County funding for the match totaled \$71,801 or 51% of the annual budget.

**Expenses**

- Operating expenses consists of labor costs, operating expenses, and contract expenses.
- Total expenses for the period totaled \$697,715 or 49% of the annual budget.
  - Salaries, wages, and benefits totaled \$518,879 or 51% of the annual budget.
  - Operating expenses totaled \$178,837 or 45% of the annual budget.

**Operating Results**

- Actual Revenues exceeded Expenses by \$92,410.

**d. Update current Capitalization Policy and implement Right of Use Assets and Lease Liabilities Policy**

The purpose of these procedures is to update and establish controls to account for such assets and liabilities as to comply with the Governmental Accounting Standards Board (GASB) Statement No. 87 which was established to classify previously stated operating leases to recognize inflows and outflows of resources based on the payment provisions stated in the contract, establishing a single model for lease accounting. A lessee recognizes the lease liability and the intangible Right of Use (ROU) lease asset, and a lessor recognizes a lease receivable along with the deferred inflow of resources.

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a threshold of \$10,000/item (\$25,000 annually per vendor). If the ROU asset exceeds the established threshold and falls under the parameters of GASB 87, the District, as the lessee, will record the appropriate intangible lease asset along with a lease liability.

[Attachments available]

“Approval of updates to the current Capitalization Policy and implementation of the proposed Right of Use Assets and Lease Liabilities Policy.”

1<sup>st</sup> Bill Mutz / 2<sup>nd</sup> Martha Santiago

**MOTION CARRIED UNANIMOUSLY**

**Agenda Item #4 – Legal / Ben Darby, Esq.**

New agreement between the District and FLIX Bus and subsequently its affiliate, Greyhound.

These are two separate agreements to utilize the Gow Fields and Ride Lot located in North Lakeland for a period of two years. This is with the understanding the intermodal center will open in the next five years and these partners will transfer their services here.

[Attachments available]

“Approval of new agreement between the District and FLIX Bus and subsequently its affiliate, Greyhound.”

1<sup>st</sup> Bill Mutz / 2<sup>nd</sup> Martha Santiago

**MOTION CARRIED UNANIMOUSLY**

**Agenda Item #5 – Operation / Paul Simms, Director of Revenue Services**

- a. The success of the Squeeze operations has created a demand for additional operators to continue the safe operations of the service. Our operators are part time employees, and sometimes seek approval for time off. when a request is made and approved, it sometimes requires us to utilize full time employees to operate the squeeze which is an added cost to Citrus Connection.



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We are hereby making a recommendation to add three extra board position to fill the open schedule when time off request is approved. These three operators will be assigned in a rotation to fill schedule as seen necessary. Accordingly, the financial impact of the three positions is budgetarily neutral.

[Attachments available]

“Approval of three positions for Squeeze extra board.”

1<sup>st</sup> Martha Santiago / 2<sup>nd</sup> Bill Mutz

**MOTION CARRIED UNANIMOUSLY**

**Agenda Item #6 – Human Resources / Steven Schaible, Director of HR**

a. Drug and Alcohol new Policy

Ms. Perkins Has created a new Drug and Alcohol Policy in responsa to the FTA Drug and Alcohol Audit findings that occurred on 2/8/2023 – 2/10/2023.

[Attachments available]

“Approval of the new Drug and Alcohol Policy.”

1<sup>st</sup> Bill Mutz / 2<sup>nd</sup> Martha Santiago

**MOTION CARRIED UNANIMOUSLY**

**Agenda Item #7 – Executive Director Report / Tom Phillips**

b. Agency Updates

- We will have 5 interns again this year and instead of starting with \$10/hr, we will start with \$11/hr
- A bus has been stolen Saturday, thanks to Safety & Security Team and Florida Highway Patrol for support
- Jay is trying to find a way to secure the buses so that kind of incident don’t happen again
- Kelly is leaving on June 2<sup>nd</sup>. She’s going back to Virginia with her family

**Agenda Item #8 – Executive Director Informational Summary**

a. February Calendar

[Attachment Available]

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Lake Crago Complex  
252, Lake Crago Dr, Lakeland, FL 33805  
Tuesday, March 28<sup>th</sup>, 2023 at 7:30 a.m.

**b. Ridership and UAP Update**

[Attachment Available]

**Agenda Item #9 – Other Business**

Adjournment at 7:47 a.m.

Approved this 12<sup>th</sup> day of April 2023.

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Vice-Chair – Lakeland City Commissioner George Lindsey, III

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Minutes Recorder – Ella Joseph

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
MARCH 28, 2023  
AGENDA ITEM #3

Agenda Item: Audit Presentation

Presenter: Daniel Anderson, CPA, Maudlin & Jenkins

Recommended

Action: Staff recommendation is to accept the audit as presented

Attachments: Staff from Mauldin & Jenkins have completed the annual audit report for LAMTD financials for FY 21-22 and are here to present those results.

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #4a

Agenda Item: February 28, 2023, LAMTD Monthly Financial Statement  
FY 2022-23

Presenter: Kelly Bennington, CFO

Recommended  
Action: None

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

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

Attachments: See Attachments

Lakeland Area Mass Transit District  
Monthly Financial Report  
Operating Budget. Budget to Actual  
For the YTD February 28, 2023  
FY 2022-2023

Year-to-Date February 28, 2023					
Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	Actual % of FY Annual Budget	Annual Budget
Revenue YTD	42%	\$5,415,855	\$7,004,892	54%	\$13.0 Million
Expenses YTD	42%	\$5,415,855	\$4,445,491	34%	\$13.0 Million

**REVENUES:**

The total revenues realized year-to-date through February 28, 2023, totaled \$7.0 million or 54% of the annual budget.

- Farebox revenues reflect \$125,186 or 37% of the annual budgeted revenues, an unfavorable variance of \$16,847, due to the decline in ridership related to slowly correcting the driver shortage issue.
- Contract revenues related to UAP (Universal Access Passes) totaled \$54,105 or 28% of the annual budget.
- Other Contract Revenue Budget totaled \$247,780 for: Atlantic Capital LLC agreement of \$0.1 million, Winter Haven Services of \$92,730, Bartow Services of \$37,311, and Bartow Express Outside Ops of \$17,738. To date, \$176,289 has been received.
- Ad valorem taxes of \$6.03 million have been collected at this time. The total budgeted revenues are \$6.37 million. Only 95% of the taxes are budgeted by State Law.

Property taxes become due and payable on November 1<sup>st</sup>, 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 1<sup>st</sup> of each year. The District normally receives 90% of property taxes by May of each year.

- Interest Income on Investment at the LGIP totaled \$166,463 which is favorably over budget.
- Florida DOT operating grants of \$1.42 million is being billed quarterly. These grants are on a cash basis which means the services must be provided before we receive grant assistance. To date, the District has received \$39,356.
- FTA Section 5307 operating and capital grants are budgeted at \$3.60 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 is recognized. To date, the District has received \$32,471.
- Advertising income reflects \$73,350 which is slightly over budget.
- The Support cost reimbursement revenue is \$256,445 which is on budget.
- Other revenues are within budget or have an overall favorable variance.

Lakeland Area Mass Transit District  
Monthly Financial Report  
Operating Budget. Budget to Actual  
For the YTD February 28, 2023  
FY 2022-2023

**EXPENSES:**

The total expenses year-to-date through February 28, 2023, totaled \$4.45 million or 34% of the annual budget.

- Salaries and benefits represent 66% of the FY 2022-2023 budget. As of February 28, 2023, these expenses totaled \$3.05 million which is 16% under budget or a favorable variance of \$0.51 million.
- Professional and Technical Services expenses totaled \$210,614 or 30% of the annual budget.
- Other services expenses totaled \$36,100 which is slightly under budget.
- Fuel and lubricants expense totaled \$327,144 which is 51% of the annual budget.
- Materials and supplies totaled \$185,207 or under budget by \$156,585.
- Dues and subscriptions totaled \$22,262, 45% of the annual budget, and office supplies of \$28,106, 24% of the annual budget.
- Property appraiser/Tax Collector Commission are quarterly advance payments.
- Capital expenditures/debt service of \$123,482 pertains to the lease purchase of buses and is under budget.
- Fixed and variable costs have contributed to some budget variances since they are a combination of onetime costs and reoccurring costs resulting in an overall favorable variance.

**CHANGE IN FINANCIAL CONDITION**

Based on the year-to-date budget-to-actual variances through February 28th, the financials reflect a favorable actual variance of \$2.56 million with 42% of the fiscal year completed. This variance is predominantly due to receiving the majority of the ad valorem income.

**STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS**

	<b>9/30/22</b>	<b>9/30/21</b>	<b>9/30/20</b>	<b>9/30/19</b>	<b>9/30/18</b>
1. Farebox Recovery Ratio (All modes)	11.37%	10.68%	8.48%	10.13%	13.00%
2. Cost per revenue hour	\$141.63	\$130.01	\$117.66	\$116.62	\$108.42
3. Revenue Hours	132,260	135,115	146,700	145,405	146,597
4. Fuel Cost (\$)	\$1,399,855	\$878,132	\$744,587	\$949,887	\$1,082,166
5. Ridership	653,986	591,937	855,409	1,294,771	1,252,600



CitrusConnection

LAKELAND AREA MASS TRANSIT DISTRICT

FY 2022-2023

MONTHLY FINANCIAL STATEMENT

MONTH OF FEBRUARY 2023

CODE	Account	Month			YTD			Total Annual %	Approved Annual Budget
		Actual	Budget	Variance	Actual	Budget	Variance		
				\$'s-Fav/(Unfav)			\$'s-Fav/(Unfav)		
R4	Farebox/Pass Sales	\$ 30,659	\$ 28,407	\$ 2,252	\$ 125,186	\$ 142,033	\$ (16,847)	37%	\$ 340,880
R6	Contract Income (UAP)	\$ 11,397	\$ 16,299	\$ (4,902)	\$ 54,105	\$ 81,494	\$ (27,388)	28%	\$ 195,585
R3	Other Contract Revenue	\$ 165,517	\$ 20,648	\$ 144,869	\$ 176,289	\$ 103,241	\$ 73,047	71%	\$ 247,779
R5	Miscellaneous Income	\$ (569)	\$ 483	\$ (1,052)	\$ 19,825	\$ 2,417	\$ 17,408	342%	\$ 5,800
R7	Advertising Revenue	\$ -	\$ 13,000	\$ (13,000)	\$ 73,350	\$ 65,000	\$ 8,350	47%	\$ 156,000
R8	Investment/Interest Income (net)	\$ 43,392	\$ 2,036	\$ 41,357	\$ 166,463	\$ 10,180	\$ 156,284	681%	\$ 24,431
R9	Ad Valorem Income, net	\$ 104,305	\$ 530,483	\$ (426,178)	\$ 6,026,420	\$ 2,652,415	\$ 3,374,005	95%	\$ 6,365,796
R10	FDOT Operating Grant	\$ -	\$ 118,137	\$ (118,137)	\$ 39,356	\$ 590,686	\$ (551,330)	3%	\$ 1,417,646
R11	Federal Operating Grant	\$ 12,793	\$ 299,889	\$ (287,095)	\$ 32,471	\$ 1,499,443	\$ (1,466,971)	1%	\$ 3,598,662
R13	Cost Recovery	\$ 750	\$ 2,083	\$ (1,333)	\$ 21,372	\$ 10,417	\$ 10,955	85%	\$ 25,000
R18	SQUEEZE	\$ 2,175	\$ -	\$ 2,175	\$ 6,075	\$ -	\$ 6,075	0%	\$ -
R2	PCTS - Support Cost Reimb.	\$ 51,289	\$ 51,289	\$ (0)	\$ 256,445	\$ 256,447	\$ (2)	42%	\$ 615,472
R16	Gain on Disposal of Asset	\$ -	\$ 417	\$ (417)	\$ 7,534	\$ 2,083	\$ 5,451	151%	\$ 5,000
TOTAL REVENUES		\$ 421,709	\$ 1,083,171	\$ (661,461)	\$ 7,004,892	\$ 5,415,855	\$ 1,589,037	54%	\$ 12,998,051
E1	Salaries	\$ 441,667	\$ 495,149	\$ 53,482	\$ 2,092,931	\$ 2,475,743	\$ 382,811	35%	\$ 5,941,782
E2	Employee Benefits	\$ 195,662	\$ 217,258	\$ 21,595	\$ 960,852	\$ 1,086,288	\$ 125,436	37%	\$ 2,607,091
E3	Advertising Fees	\$ -	\$ 1,917	\$ 1,917	\$ -	\$ 9,583	\$ 9,583	0%	\$ 23,000
E4	Professional & Technical Ser	\$ 3,013	\$ 59,073	\$ 56,060	\$ 210,614	\$ 295,367	\$ 84,752	30%	\$ 708,880
E5	Contract Maintenance Services	\$ 13,742	\$ 9,513	\$ (4,230)	\$ 71,522	\$ 47,563	\$ (23,960)	63%	\$ 114,150
E6	Other Services	\$ 4,171	\$ 7,913	\$ 3,742	\$ 36,100	\$ 39,563	\$ 3,462	38%	\$ 94,950
E7	Fuel & Lubricants	\$ 67,648	\$ 53,687	\$ (13,962)	\$ 327,144	\$ 268,433	\$ (58,711)	51%	\$ 644,239
E8	Freight	\$ 991	\$ 1,096	\$ 105	\$ 5,743	\$ 5,479	\$ (264)	44%	\$ 13,150
E9	Repairs & Maintenance	\$ (10,197)	\$ 5,750	\$ 15,947	\$ (62,600)	\$ 28,750	\$ 91,350	-91%	\$ 69,000
E10	Materials & Supplies	\$ 44,515	\$ 68,358	\$ 23,844	\$ 185,207	\$ 341,792	\$ 156,585	23%	\$ 820,300
E11	Utilities/Telephone	\$ 13,003	\$ 13,125	\$ 122	\$ 65,008	\$ 65,625	\$ 617	41%	\$ 157,500
E13	Insurance Expense	\$ 41,284	\$ 41,421	\$ 137	\$ 142,892	\$ 207,104	\$ 64,213	29%	\$ 497,050
E15	Dues & Subscriptions	\$ 1,380	\$ 4,158	\$ 2,778	\$ 22,262	\$ 20,792	\$ (1,470)	45%	\$ 49,900
E16	Education/Training/Meeting/Travel	\$ 2,026	\$ 9,708	\$ 7,683	\$ 8,329	\$ 48,542	\$ 40,213	7%	\$ 116,500
E17	Service Charges	\$ 1,024	\$ 713	\$ (312)	\$ 3,951	\$ 3,563	\$ (389)	46%	\$ 8,550
E18	Office Expense	\$ 6,189	\$ 9,821	\$ 3,631	\$ 28,106	\$ 49,104	\$ 20,998	24%	\$ 117,850
E19	Advertising & Promotions	\$ 1,330	\$ 2,500	\$ 1,170	\$ 12,883	\$ 12,500	\$ (383)	43%	\$ 30,000
E20	Miscellaneous Expenses	\$ 2,533	\$ 6,688	\$ 4,154	\$ 47,587	\$ 33,438	\$ (14,149)	59%	\$ 80,250
E21	Property Appraiser/Tax Collector Comm	\$ 2,086	\$ 18,442	\$ 16,356	\$ 163,478	\$ 92,212	\$ (71,266)	74%	\$ 221,309
E23	Capital Expenditures/ Debt Service	\$ 25,228	\$ 56,883	\$ 31,655	\$ 123,482	\$ 284,417	\$ 160,935	18%	\$ 682,600
E24	Bad Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL EXPENDITURES		\$ 857,295	\$ 1,083,171	\$ (225,876)	\$ 4,445,491	\$ 5,415,855	\$ (970,364)	34%	\$ 12,998,051
(OVER)/UNDER EXPENDITURES		\$ (435,586)	\$ -	\$ (435,586)	\$ 2,559,401	\$ -	\$ 2,559,401		\$ -

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #4b

Agenda Item: February 28, 2023, Financials for Polk County Transit Services  
Contract – FY 2022-23

Presenter: Kelly Bennington, CFO

Recommended  
Action: None

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

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

Attachments: See Attachments



LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #4b

Lakeland Area Mass Transit District  
Monthly Financial Report  
Polk County Transit Contract  
Month of February 28, 2023  
Year to Date Report  
Percent of FY Reported (42%)

**Revenues**

- The revenues totaled \$4.48 million or 45% of the annual budget.
  - The FTA grants of \$0.41 million have been received. Expenses must be incurred before reimbursements are received.
  - Fare Revenues totaled \$19,231 or 43% of the annual budget.
  - The Polk County City Contributions received totaled \$0.66 million or 123% of the annual budget.
  - The County funding reflects payments of \$3.13 million or 100% of the annual budget which includes the county match of \$2.20 million and the county contribution of \$0.93 million.
  - Rural FDOT Grant Revenues of \$0.26 million have been received.
  - The FDOT Sunrail Grant Revenues have not been received for the new fiscal year.

**Expenses**

- Operating expenses consist of labor costs, operating expenses, and contract expenses.
- Total expenses for the period totaled \$3.46 million or 35% of the annual budget.
  - Salaries and wages totaled \$1.51 million or 34% of the annual budget.
  - Operating expenses totaled \$1.21 million or 37% of the annual budget.
  - The contract services are for the contractual cost for several routes with the contractor Transitions Commute Solutions with expenses totaling \$0.74 million or 32% of the annual budget.

**Operating Results**

- Actual Revenues exceeded Expenses by \$1.02 million.

Lakeland Area Mass Transit District  
Financial Statement  
Polk County Contract  
Month of February 2023

**Revenue**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Percent Expended</b>
<b>Revenues</b>				
County Match	\$ 2,198,753	\$ 916,147	\$ 2,198,753	100%
Other Contract Revenue - County	\$ -	\$ -	\$ -	
City Contribution	\$ 533,611	\$ 222,338	\$ 658,554	123%
County Contribution - PCTS	\$ 933,454	\$ 388,939	\$ 933,454	100%
Other Revenue Transfer Cares Funding	\$ -	\$ -	\$ -	
Fares	\$ 44,400	\$ 18,500	\$ 19,231	43%
<b>FDOT Block Grants:</b>				
G2371 - WHAT/ADA	\$ 785,441	\$ 327,267	\$ -	0%
RURAL	\$ 1,486,722	\$ 619,468	\$ 263,718	18%
SUNRAIL	\$ 249,740	\$ 104,058	\$ -	0%
<b>FTA</b>				
FTA 5307 Grant	\$ 3,729,941	\$ 1,554,142	\$ 410,233	11%
Capital Contributions - County	\$ 42,000	\$ 17,500	\$ -	0%
<b>Total</b>	<b>\$ 10,004,062</b>	<b>\$ 4,168,360</b>	<b>\$ 4,483,943</b>	<b>45%</b>

**Expenses**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Percent Expended</b>
<b>Expenses</b>				
Labor	\$ 4,387,576	\$ 1,828,157	\$ 1,510,254	34%
Contract	\$ 2,319,050	\$ 966,271	\$ 741,016	32%
Operating	\$ 3,255,436	\$ 1,356,432	\$ 1,212,286	37%
Capital	\$ 42,000	\$ 17,500	\$ -	0%
<b>Total</b>	<b>\$ 10,004,062</b>	<b>\$ 4,168,359</b>	<b>\$ 3,463,556</b>	<b>35%</b>

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #4c

Agenda Item: February 28, 2023, Financials for The Transportation Disadvantaged Program– FY 2022-23

Presenter: Kelly Bennington, CFO

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.

The Transportation Disadvantaged Program fiscal year starting July 1, 2022 and ends June 30, 2023. The funding is 90% State for the Transportation Disadvantaged Trust Fund and 10% matching funds funded by Polk County. There are some other third-party revenues for contract services.

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #4c

Lakeland Area Mass Transit District  
Monthly Financial Report  
The Transportation Disadvantaged Program  
Month of February 28, 2023  
Year to Date Report  
Percent of FY Reported (67%)  
**State FY July 1, 2022, thru June 30, 2023**

**Revenues**

- The revenues totaled \$923,019 or 65% of the annual budget.
  - The TD Trust Fund Grant drawdown reflects \$838,944 or 66% of the annual budget.
  - Contract Revenues and other revenues totaled \$200 or 64% of the annual budget.
  - The County funding for the match totaled \$83,874 or 59% of the annual budget.

**Expenses**

- Operating expenses consist of labor costs, operating expenses, and contract expenses.
- Total expenses for the period totaled \$803,359 or 57% of the annual budget.
  - Salaries, wages, and benefits totaled \$585,414 or 57% of the annual budget.
  - Operating expenses totaled \$217,944 or 54% of the annual budget.

**Operating Results**

- Actual Revenues exceeded Expenses by \$119,660.

**Lakeland Area Mass Transit District  
Transportation Disadvantage Program  
Period Ending - February 2023**

**Revenue**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Total Annual</b>
<b>Revenues</b>				
County Match 10%	\$ 141,819	\$ 94,546	\$ 83,874	59%
<b>Contract Revenue</b>	\$ 311	\$ 207	\$ 200	64%
Adult Day Care		\$ -	\$ -	
<b>FDOT Grants:</b>		\$ -		
CTD Grant -Operating	\$ 1,276,371	\$ 850,914	\$ 838,944	66%
<b>Total</b>	<b>\$ 1,418,501</b>	<b>\$ 945,667</b>	<b>\$ 923,019</b>	<b>65%</b>

**Expenditure**

	<b>Annual Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>Total Annual</b>
Labor	\$ 1,018,590	\$ 679,060	\$585,414	57%
		\$ -		
Operating	\$ 399,911	\$ 266,607	\$ 217,944	54%
<b>Total</b>	<b>\$ 1,418,501</b>	<b>\$ 945,667</b>	<b>\$803,359</b>	<b>57%</b>

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Date: APRIL 12, 2023  
AGENDA ITEM #4d

Agenda Item:       **Federal Transit Administration Section 5307 and 5339 Formula Operating and Capital, Super Grant Application and Associated Resolution.**

Presenter:           Kelly Bennington, CFO

Recommended  
Action:               Staff recommend approval of the 2024/2025 Section 5307 and 5339 super grant application and corresponding Resolution for the purpose of providing operating, preventative maintenance assistance, and upgrades to the Intelligent Transit System (Avail) in the Lakeland Area.

Summary:            The 5307 portion of the grant will help to defray operational cost and provide for the maintenance of transit capital assets in the Lakeland UZA. The 5339 portion will help defray the cost to replace Avail ITS systems. The old generation Avail ITS systems in need of upgrading that include MDT, APCs, fare collection and next bus technology.

For the 5307 grant, the District is requesting \$3,187,059 in federal funding, which has a \$2,2565,325 match requirement. Toll credits have been requested to subsidize the \$207,245 capital portion of match. If awarded this program will be included in the 2024/2025 budget.

For the 5339 grant, the District is requesting \$247,052 in federal funding, which has a \$61,769 match requirement. Toll credits have been requested to subsidize the entire match. If awarded this program will be included in the 2024/2025 budget.

Attachments:        Resolution # 23-11

RESOLUTION AUTHORIZING  
PUBLIC TRANSPORTATION GRANT APPLICATION  
FOR TRANSIT PROJECTS

**Resolution # 23-11**

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

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

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

This resolution applies to the Federal Program under U.S.C. Section 5307 and 5339 for Lakeland.

The submission of a grant application(s), supporting documents, and assurances to the Federal Transit Administration is approved.

**Tom Phillips, Executive Director** is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS **12<sup>th</sup> DAY OF APRIL 2023**

**By**

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*Signature, Chairperson of the Board*

*Sara Roberts McCarley, Board Chair*

**ATTEST:**

---

Ella Joseph, Executive Assistant

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Date: APRIL 12, 2023  
AGENDA ITEM #4e

Agenda Item: **Federal Transit Administration Section 5307 and 5339 Formula Operating and Capital, Super Grant Application and Associated Resolution.**

Presenter: Kelly Bennington, CFO

Recommended Action: Staff recommend approval of the 2024/2025 Section 5307 and 5339 super grant application and corresponding Resolution for the purpose of providing operating, preventative maintenance assistance, and upgrades to the Intelligent Transit System (Avail) in the Winter Haven Area.

Summary: The 5307 portion of the grant will help to defray operational cost and provide for the maintenance of transit capital assets in the Winter Haven UZA. The 5339 portion will help defray the cost to replace Avail ITS systems. The old generation Avail ITS systems in need of upgrading that include MDT, APCs, fare collection and next bus technology.

For the 5307 grant, the District is requesting \$2,549,062 in federal funding, which has a \$2,060,556 match requirement. Toll credits have been requested to subsidize the \$162,835 capital portion of match. If awarded this program will be included in the 2024/2025 budget.

For the 5339 grant, the District is requesting \$194,488 in federal funding, which has a \$48,622 match requirement. Toll credits have been requested to subsidize the entire match. If awarded this program will be included in the 2024/2025 budget.

Attachments: Resolution # 23-12



RESOLUTION AUTHORIZING  
PUBLIC TRANSPORTATION GRANT APPLICATION  
FOR TRANSIT PROJECTS

**Resolution # 23-12**

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

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

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

This resolution applies to the Federal Program under U.S.C. Section 5307 and 5339 for Winter Haven.

The submission of a grant application(s), supporting documents, and assurances to the Federal Transit Administration is approved.

**Tom Phillips, Executive Director** is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS **12<sup>th</sup> DAY OF APRIL 2023**

**By**

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*Signature, Chairperson of the Board*

*Sara Roberts McCarley, Board Chair*

**ATTEST:**

---

Ella Joseph, Executive Assistant

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Date: APRIL 12, 20223  
AGENDA ITEM #4f

Agenda Item: **Federal Transit Administration 2022/2023 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Public Transportation Grant Agreement (PTGA) FM# 452486-2-94-01 for the District**

Presenter: Kelly Bennington, CFO

Recommended  
Action: Staff recommends approval of the 2022/2023 Section 5310 acceptance of funding for LAMTD

Summary: This grant involves a Travel Trainer Program for the purpose of educating Seniors and the Disabled population on how to utilize public transit. The District has an impending awarded 5310 grant funding in the amount of \$62,500. The grant match is 80/10/10. The sum of \$50,000 will be provided through the FTA with a cash match of \$6,250 provided by the District and \$6,250 provided by the state FDOT.

Federal Funding	\$	50,000
State Funding	\$	6,250
LAMTD Match	\$	6,250
<hr/>		
<b>Total Funding</b>	<b>\$</b>	<b>62,500</b>
<hr/>		

Attachments: Resolution #23-13

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence) 452486-2-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO, DU 215 1001- 2023-2	FLAIR Category: 088774 Object Code: 780000 Org. Code: 55301000943 Vendor Number: F592096281005
Contract Number: CFDA Number: 20.513 CFDA Title: Enhanced Mobility of Seniors and Individuals with Disabilities CSFA Number: N/A CSFA Title: N/A	Federal Award Date: Agency SAM/UEI Number: KTL6R43BYVQ6		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Lakeland Area Mass Transit District, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.
- Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in using Federal Transit Administration (FTA) Section 5310, "Enhanced Mobility of Seniors and Individuals with Disabilities," for financial assistance in support of the Agency's mobility efforts relative to creation, expansion, planning, coordination and implementation of mobility options within the Lakeland, Florida urbanized area. Specifically, this Agreement provides financial assistance for the Agency's eligible mobility expenses which excludes operating expenses but does include short-range planning, mobility management activities, and projects or strategies for improving coordination among existing public transportation providers and other human service agencies providing transportation, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- ☐ \*Exhibit B2: Advance Payment Financial Provisions
- ☐ \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
- ☒ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

**5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

**a.** ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

**7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

**8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$62,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$56,250 and, the Department's participation in the Project shall not exceed 90.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

       Travel expenses are NOT eligible for reimbursement under this Agreement.

X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

**g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**PUBLIC TRANSPORTATION  
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- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
 

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
- i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☒ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
- i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.



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- iii. X Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

## 12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

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state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

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**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period.

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The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

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

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto: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](mailto:flaudgen_localgovt@aud.state.fl.us)

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- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- 16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.
- 17. Restrictions, Prohibitions, Controls and Labor Provisions:**
- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

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**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage



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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lakeland Area Mass Transit  
District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: John M. Kubler, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Don Conway

DS  
*DC*

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The purpose of this project Agreement is to provide for the Department's participation, using Federal Transit Administration (FTA) Section 5310, "Enhanced Mobility of Seniors and Individuals with Disabilities" Program, for financial assistance up to 90% in support of the Agency's mobility efforts.

**B. Project Location** (limits, city, county, map): Urbanized Area of Lakeland, Florida

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Capital assistance supports Lakeland Area Mass Transit District's mobility efforts relative to creation, expansion, short range planning, coordination and implementation of mobility options within the Lakeland, Florida urbanized area.

**D. Deliverable(s)**: The Agency shall provide a progress report with each invoice submittal.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): Expenses created from third party contracts which were not approved by the Florida Department of Transportation in accordance with Article 12 of this document. 2. Mobility management does not include operating public transportation services.

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**EXHIBIT B****Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452486-2-94-01	DPTO	088774	2023	780000	20.513	Enhanced Mobility of Seniors and Individuals with Disabilities	\$6,250.00
452486-2-94-01	DU	088774	2023	780000	20.513	Enhanced Mobility of Seniors and Individuals with Disabilities	\$50,000.00
<b>Total Financial Assistance</b>							<b>\$56,250.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$6,250.00	\$6,250.00	\$50,000.00	\$62,500.00	10.00	10.00	80.00
<b>Totals</b>	<b>\$6,250.00</b>	<b>\$6,250.00</b>	<b>\$50,000.00</b>	<b>\$62,500.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	11.7L.00
--	----------

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Dale Hanson

Department Grant Manager Name

DocuSigned by:

03/10/2023 | 1:05 AM EST

*Dale Hanson*

Signature

EBBC4131523C4C4...

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 01/23

**EXHIBIT E  
 PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

**(Section 5310: Enhanced Mobility of Seniors & Individuals with Disabilities)**

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5310 of the Federal Transit Act of 1991, 49 U.S.C. 5310, as amended, and Section 341.051(1)(a), F.S.
2. **Prevention Programs.** The Section 5310 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.
3. **Adherence to Certifications and Assurances.** The Section 5310 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5310 funds.
4. **FTA Compliance.** The Section 5310 subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the FDOT and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.
5. **Nondiscrimination.** The Section 5310 subrecipient assures the project will be completed in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000(d), and 49 CFR 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
6. **Charter Operation.** The Section 5310 subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
7. **Exclusive Operation.** Pursuant to 49 U.S.C. 5323(f) and 49 CFR 605, the Section 5310 subrecipient may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.
8. **Buy America.** The Section 5310 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.
9. **Water Pollution Control.** The Section 5310 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, codified at 33 U.S.C. 1251 et seq., as amended, if the agreement exceeds \$100,000.
10. **Anti-Lobbying.** The Section 5310 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-lobbying Amendment, 31 U.S.C. 1352(b)(5) and 49 CFR 20, Appendix A.

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- 11. Bonding Requirements.** If this agreement is for a construction project over \$150,000, the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.
- 12. Clean Air Act.** The 5310 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., as amended, if this agreement exceeds \$150,000.
- 13. Resource Conservation and Recovery Act (RCRA).** The 5310 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.
- 14. Davis-Bacon and Copeland Anti-kickback.** The 5310 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding \$2,000.
- 15. Contract Work Hours and Safety Standards.** For any contract over \$2,000 the 5310 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.
- 16. Transit Employee Protective Agreements.** The 5310 subrecipient agrees to comply with the Transit Employee Protective Agreements, as codified in 49 U.S.C. 5310 and 29 CFR 215.
- 17. Compliance with FTA Terms and Conditions** The 5310 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any FDOT requests which would cause the 5310 subrecipient to be in violation of the FTA terms and conditions.
- 18. Public Body Non-CTC Recipients.** An Agency may receive 5310 funds when the Community Transportation Coordinator in the county is a private-for-profit entity. When the Agency accepts the 5310 funding, enters into a contract/PTGA with the Department, and then contracts with the Community Transportation Coordinator to provide enhanced mobility of seniors and individuals with disabilities in the same service area in which the Community Transportation Coordinator is providing non-sponsored trips for the Commission for the Transportation Disadvantaged, then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5310 funds. The Agency will be responsible for ensuring that the Community Transportation Coordinator meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The public body must keep financial records that substantiate the eligibility of the match being provided and make that documentation available to the Department on request.
- 19. Annual Performance Measures Report.** The Agency will submit an Annual Performance Measures Report. The Annual Performance Measures Report is due by January 31 of each year. The annual report will include both quantitative and qualitative information as available on each of the following measures:
  - a) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities, measured in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.
  - b) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year.
- 20. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control,

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

***-- End of Exhibit E --***



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT H**

**AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.513

**CFDA Title:** Enhanced Mobility of Seniors and Individuals with Disabilities

**\*Award Amount:** \$50,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 35.15% as amended

**\*\*Award is for R&D:** No

\*The federal award amount may change with amendments

\*\*Research and Development as defined at 2 CFR §200.87

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

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

[www.ecfr.gov](http://www.ecfr.gov)

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

Title 23 – Highways, United States Code

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

Title 49 – Transportation, United States Code

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

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

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

[www.fsr.gov](http://www.fsr.gov)

**Certificate Of Completion**

Envelope Id: 064B723336B14B5C9CFA64F4DC16F4D5

Status: Completed

Subject: Complete with DocuSign: 452486-2-94-01 PTGA - Draft.pdf

Contract Number (ex. C9A12, optional):

Document Contains Confidential Information?: No

Fin Proj Num (ex.123456-1-32-01, Optional): 452486-2-94-01

Office (contact Procurement if add is needed):

Transit

HR Action?: No

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 1

Dale Hanson

AutoNav: Enabled

605 Suwannee Street

Envelopeld Stamping: Enabled

MS 20

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Tallahassee, FL 32399-0450

Dale.Hanson@dot.state.fl.us

IP Address: 156.75.180.190

**Record Tracking**

Status: Original

Holder: Dale Hanson

Location: DocuSign

3/10/2023 1:02:35 AM

Dale.Hanson@dot.state.fl.us

**Signer Events**

Dale Hanson

dale.hanson@dot.state.fl.us

Transit Projects Coordinator

ATKINS on behalf of the Florida Department of  
TransportationSecurity Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**Signature**

DocuSigned by:

  
EBBC4131523C4C4...Signature Adoption: Pre-selected Style  
Using IP Address: 156.75.180.190**Timestamp**

Sent: 3/10/2023 1:05:01 AM

Viewed: 3/10/2023 1:05:15 AM

Signed: 3/10/2023 1:05:20 AM

Don Conway

Don.Conway@dot.state.fl.us

Senior Attorney

Florida Department of Transportation

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 156.75.252.6

Sent: 3/10/2023 1:05:21 AM

Viewed: 3/10/2023 8:41:22 AM

Signed: 3/10/2023 8:50:42 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp**

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2023 1:05:01 AM
Certified Delivered	Security Checked	3/10/2023 8:41:22 AM
Signing Complete	Security Checked	3/10/2023 8:50:42 AM
Completed	Security Checked	3/10/2023 8:50:42 AM
Payment Events	Status	Timestamps

RESOLUTION FOR  
PUBLIC TRANSPORTATION GRANT AGREEMENT  
FOR TRANSIT PROJECTS

**Resolution # 23-13**

A RESOLUTION of **Lakeland Area Mass Transit District** authorizing the execution of that certain Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation.

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

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

1. That the PTGA for Item-Segment-Phase-Sequence **452486-2-94-01** is approved.
2. That **Tom Phillips. Executive Director** or their designee is authorized to enter into, modify or terminate the PTGA, as well as other pertinent documents affiliated with the PTGA, with the Florida Department of Transportation, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS

12<sup>th</sup> day of April 2023

By: \_\_\_\_\_

Signature, Chairperson of the Board (blue Ink)

Title: Sara Roberts McCarley, Board Chair

ATTEST:

\_\_\_\_\_ Ella Joseph, Executive Assistant

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
Date: APRIL 12, 2023  
AGENDA ITEM #4g

Agenda Item:       **Federal Transit Administration Section 5311 Formula Grants for Capital Assistance in Rural Areas of Polk County application and resolution.**

Presenter:           Kelly Bennington, CFO

Recommended  
Action:               Staff recommend approval of the 2024/2025 Section 5311 grant application and corresponding Resolution to request capital preventive maintenance and operating assistance for rural Polk County.

Summary:            The grant funds will be utilized to assist the District with capital preventive maintenance, administrative, management, contractual services, and other operation expenses necessary to provide public transportation services to the citizens of rural Polk County

This grant provides needed services to citizens in the rural areas of Polk County. The District is requesting 5311 grant funding in the amount of \$1,824,590. This is a 50/50 match. FTA will provide \$912,295 with in-kind match of \$912,295 to be provided by the County. If awarded this program will be included in the 2024-2025 budget.

Attachments:        Resolution # 23-14

RESOLUTION AUTHORIZING  
PUBLIC TRANSPORTATION GRANT APPLICATION  
FOR TRANSIT PROJECTS

**Resolution # 23-14**

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

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

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

This resolution applies to the Federal Program under U.S.C. Section 5311.

The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

**Tom Phillips, Executive Director** is authorized to sign the application, accept a grant award, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS **April 12, 2023**

**By**

\_\_\_\_\_  
*Signature, Chairperson of the Board*

*Sara Roberts McCarley, Board Chair*

\_\_\_\_\_  
*Typed Name and Title*

**ATTEST:**

\_\_\_\_\_  
Ella Joseph, Executive Assistant

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #5a

Agenda Item:      **Agency Updates**

Presenter:        Tom Phillips

Recommended  
Action:            Informational

Summary:         Items and information from the Executive Director



LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #6a

Agenda Item:      **March calendar**

Presenter:        Tom Phillips

Recommended  
Action:            Informational

Summary:          Review and summary of events taken place in March.

# March 2023

March 2023							April 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 26	27	28	Mar 1	2	3	4
			7:00am Sun'n Fun Breakfast (4075 James		Copy: Board of Directors, Performance Indicator Data, due CC	
			9:00am 1-on-1 w/Kelly - Tom Phillips		11:00am Haircut (Gent's Classic Cuts (216 E Pine St, Lakeland, FL 33801, United States))	
			10:00am 1-on-1 w/Paul - Tom Phillips			
5	6	7	8	9	10	11
	9:30am Canceled: Senior Staff Call	9:00am Canceled: Agenda Study - Ella	9:00am 1-on-1 w/Kelly - Tom Phillips	8:00am Repatha		
	10:00am 1-on-1 w/HR - Tom Phillips	10:00am 1-on-1 w/Marcia (Tom's	10:00am 1-on-1 w/Paul - Tom Phillips	9:30am Senior Staff Call (https://us02web.zoom.us/j/86539034221?)		
	3:00pm FPTA Govt. Affairs Committee	11:30am TPD Video @PGTV (330 w		11:00am Lunch w/ Aaron Dunn (Harry's		
12	13	14	15	16	17	18
	Disney Institute				Saint Patrick's Day (United States)	
	8:30am New Hire Orientation (Board	8:30am Email Ridership Update to LAMTD Board of Directors	9:00am 1-on-1 w/Kelly - Tom Phillips			
	8:30am Canceled: New					
	9:30am Canceled: Senior	10:00am 1-on-1 w/Marcia (Tom's				
	10:00am 1-on-1 w/HR -					
19	20	21	22	23	24	25
	9:30am Canceled: Senior Staff Call	Lunch with Ryan (Country Club)	9:00am 1-on-1 w/Kelly - Tom Phillips	8:00am Repatha	8:30am Updated invitation: Infrastructure Team Meeting @ Monthly from 8:30am to 10am on the fourth Friday	
	10:00am 1-on-1 w/HR - Tom Phillips	9:30am Senior Staff Call (https://us02web.zoo	3:30pm Citrus Connection/Polk TPO/FDOT Transit Coordination Meeting	9:30am Technical Advisory Committee (Room 413, Fourth		
	11:00am Meeting w/	10:00am 1-on-1		11:30am Lunch with Kevin (1961)		
	11:00am April 21 - State	5:00pm Attendance				
26	27	28	29	30	31	Apr 1
	d	7:00am LAMTD Board Retreat (525 Lake	9:00am 1-on-1 w/Kelly - Tom Phillips		2023 Annual Triple Crown →	
	8:00am New Hire	7:30am LAMTD Mar	1:30pm Haircut (Gent's Classic Cuts (216 E Pine St, Lakeland, FL 33801))	9:00am Troutman Coffee		
	9:30am Canceled: Senior	9:30am Senior Staff Call		11:30am Lunch with Kevin (The Joinery (640 E Main St,		
	10:00am 1-on-1 w/HR -	10:00am 1-on-1				
	11:30am Lunch with	11:00am Canceled:				
	4:00pm March LEDC					

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #6b

Agenda Item:       **Ridership Report**

Presenter:           Tom Phillips, Executive Director

Recommended  
Action:               Information only

Summary:            Year to date ridership information for the entire system  
including LAMTD, Winter Haven, Rural and Demand  
Response through October 31, 2022

Attachments:        Ridership Report.

LAKELAND												
Month	Central Florida Health Care	Cultr	LDDA	LEGOLAND	New Beginning High School	Pace	Polk State College	Southeastern University	Spectrum	Veterans	Summer Of Safety	Total Lakeland Renter
October-22	498	538	5	38	292	185	564	57	864	1,910	0	4,951
November-22	581	446	0	30	258	140	483	15	1,040	2,191	0	5,184
December-22	690	322	1	27	217	128	336	19	1,203	2,529	0	5,472
January-23	748	392	1	18	304	185	622	38	1,184	2,318	0	5,810
February-23	836	562	0	24	406	304	817	39	1,410	2,442	0	6,840
March-23	-	-	-	-	-	-	-	-	-	-	-	-
April-23	-	-	-	-	-	-	-	-	-	-	-	-
May-23	-	-	-	-	-	-	-	-	-	-	-	-
June-23	-	-	-	-	-	-	-	-	-	-	-	-
July-23	-	-	-	-	-	-	-	-	-	-	-	-
August-23	-	-	-	-	-	-	-	-	-	-	-	-
September-23	-	-	-	-	-	-	-	-	-	-	-	-
Totals	3,353	2,260	7	137	1,477	942	2,822	168	5,701	11,390	0	28,257

NOTE:

Southern Technical College UAP ends March 1, 2022

#### WINTER HAVEN

Month	Central Florida Health Care	Cultr	LDDA	LEGOLAND	New Beginning High School	Pace	Polk State College	Southeastern University	Spectrum	Veterans	Summer Of Safety	Total Winter Haven
October-22	118	172	3	582	453	104	242	7	74	528	0	2,283
November-22	118	161	0	489	387	112	182	14	87	568	0	2,118
December-22	123	179	0	591	293	91	129	8	109	662	0	2,185
January-23	153	201	0	717	542	85	211	11	108	612	0	2,640
February-23	131	281	0	779	687	135	361	6	114	706	0	3,200
March-23	-	-	-	-	-	-	-	-	-	-	-	-
April-23	-	-	-	-	-	-	-	-	-	-	-	-
May-23	-	-	-	-	-	-	-	-	-	-	-	-
June-23	-	-	-	-	-	-	-	-	-	-	-	-
July-23	-	-	-	-	-	-	-	-	-	-	-	-
August-23	-	-	-	-	-	-	-	-	-	-	-	-
September-23	-	-	-	-	-	-	-	-	-	-	-	-
Totals	643	994	3	3,158	2,362	527	1,125	46	492	3,076	0	12,426

#### TRANSITIONS

Month	Central Florida Health Care	Cultr	LDDA	LEGOLAND	New Beginning High School	Pace	Polk State College	Southeastern University	Spectrum	Veterans	Summer Of Safety	Total Winter Haven
October-22	-	-	-	-	-	-	-	-	-	-	-	-
November-22	-	-	-	-	-	-	-	-	-	-	-	-
December-22	-	-	-	-	-	-	-	-	-	-	-	-
January-23	5	399	0	9	29	11	23	1	91	200	0	768
February-23	6	489	1	37	55	12	31	4	95	198	0	928
March-23	-	-	-	-	-	-	-	-	-	-	-	-
April-23	-	-	-	-	-	-	-	-	-	-	-	-
May-23	-	-	-	-	-	-	-	-	-	-	-	-
June-23	-	-	-	-	-	-	-	-	-	-	-	-
July-23	-	-	-	-	-	-	-	-	-	-	-	-
August-23	-	-	-	-	-	-	-	-	-	-	-	-
September-23	-	-	-	-	-	-	-	-	-	-	-	-
Totals	11	888	1	46	84	23	54	5	186	398	-	1,696

LAKELAND AREA MASS TRANSIT DISTRICT  
BOARD OF DIRECTORS MEETING  
APRIL 12, 2023  
AGENDA ITEM #7

Agenda Item:      **Other Business**

Presenter:        TBD

Recommended  
Action:            TBD

Summary:         TBD