LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd. Wednesday, June 13, 2018, at 8:30 a.m.

<u>.</u> Ca	ıll to Order	Action Required				
1.	TBARTA Presentation / Ray Chiaramonte	Approval				
	a. Resolution of support from Lakeland Area Mass Transit District for Regional Transit Feasibility Plan and 41-mile catalyst BRT project	Approval				
2.	Approval of the April 11, 2018 LAMTD Board Minutes	Approval				
	a. Approval of February 21, 2018 minutes Item #7 approval and language	Approval				
3.	Public Comments	TBD				
4.	Intern Welcome/Promotions / Tom Phillips	None				
5.	Finance / David Persaud					
	a. LAMTD Financials	None				
	b. PCTS Financials	None				
	c. TD Budget	Approval				
6.	Asset Disposal / David Persaud	Approval				
7.	Resolution / David Persaud					
	a.#18-02 TD Grant Approval	Approval				
	b.#18-03 FDOT Joint Participation	Approval				
	c.#18-04 Passthrough to Pay TPO	Approval				
8.	Citizen Advisory Council / Erin Killebrew	None				
9.	Paratransit Supervisor Position / Aaron Dunn	Approval				
10	. KSI – Board Retreat Follow-Up					
	a. Employee Engagement Survey "Who are we?" / Steve Schaible	None				
	b. Facility, Technology and Autonomous Vehicles / Joe Cheney	None				
	3					
11	. Legal / Tim Darby					
	a. Annexation Petition: Tiger Concrete & Screed, LLC	Approval				
	b. Contract Extension between Lakeland Area Mass Transit District and the City of Lakeland for Transit Services	Approval				
	c. Memorandum of Understanding between Lakeland Area Mass Transit District and the Lakeland Community Redevelopment Agency (LCRA	Approval				
12	12. Homeless Coalition Data / Alex Durham None					

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

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13. Executive Director	r Report /	Tom	Phillips
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a. Agency Update(s)

None

14. Executive <u>Informational</u> Summary / Tom Phillips

a. May Calendar

None

b. Ridership and UAP Update

None

15. Other Business

TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING

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13. Executive Director	r Report /	Tom	Phillips
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a. Agency Update(s)

None

14. Executive <u>Informational</u> Summary / Tom Phillips

a. May Calendar

None

b. Ridership and UAP Update

None

15. Other Business

TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 1

Agenda Item: Regional Transit Feasibility Plan

Presenter: Ray Chiaramonte

Recommended

Action: Approval

CATALYST: I-275 RUBBER TIRE WESLEY CHAPEL TO DOWNTOWN ST. PETERSBURG

The Regional Transit Feasibility Plan is evaluating opportunities for premium regional transit within the urbanized areas of Hillsborough, Pasco, and Pinellas Counties. The technical recommendation for the catalyst project is described below. The public will be asked to provide comments between February and September 2018, with the final recommendation identified in October 2018.

The \$1.5 million plan is funded by the Florida Department of Transportation (FDOT) and administered by the Hillsborough Area Regional Transit Authority (HART), with reports to the Tampa Bay Transportation Management Area Leadership Group (TMA) and the Tampa Bay Area Regional Transit Authority (TBARTA) at key milestones throughout the effort.

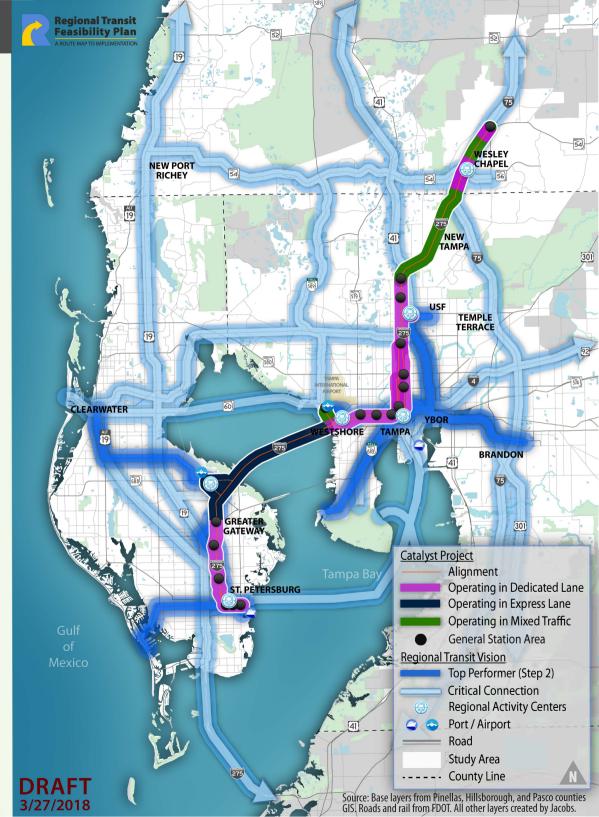
- Goal: Improve transportation mobility options in the Tampa Bay area
- Purpose: Define and validate a Regional Transit Vision and catalyst project that begins to build the vision and has the greatest potential to be built (compete for state/federal grants)

ABOUT THE RECOMMENDATION

The catalyst project connects Wesley Chapel, Tampa, and St. Petersburg using a **combination of dedicated transit lanes, express lanes, and mixed operations**.

of dedicated transitiones, express tailes, and infect operations.								
Competitive for federal & state funds	YES							
Length	41 MILES 3 counties, 21 stations							
Total capital cost	\$380-455M							
Capital cost per mile	\$9.3-11.1M							
Annual riders on the project	3.3M TRIPS							
Annual operating & maintenance costs	\$7M							
Cost per trip	\$8-10							
Right-of-way needed	NO except at stations							
Jobs along the corridor (2017)	83,500							
Residents along the corridor (2017)	65,000 4,500/mi ² around stations							
Travel time (end-to-end)	80-95 MINUTES							
Frequency of service	EVERY 15 MINUTES during peak commuter periods							
Time to construct	~5 YEARS							

Estimates are calculated in 2017 dollars and do not include inflation or financing. These are planning level cost estimates that are subject to change as the project moves toward implementation.





PLAN PURPOSE

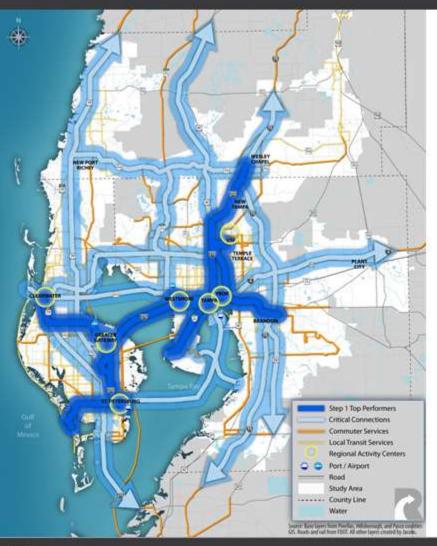
- O Define a regional transit vision
- Identify a catalyst that has the greatest potential to be built (compete for state and federal grants)

THE CATALYST IS NOT

- A replacement for future transit projects
- X The only transit recommendation for Tampa Bay

REGIONAL TRANSIT VISION

THE TOP PERFORMERS AND CRITICAL REGIONAL CONNECTIONS WOULD SERVE THE FOLLOWING WITHIN 1/2 MILE OF EACH CONNECTION BY 2040





SERVES APPROX.

6 IN 10

JOBS (2040)

5 IN 10 RESIDENTS (2040)



SERVES APPROX. 2,100

JOBS PER MILE (2040)

SERVES APPROX. 3,000

RESIDENTS PER MILE (2040)





SERVES APPROX.

6 IN 10

RESIDENTS WITHOUT CARS



VISION - STEP 1 RESULTS

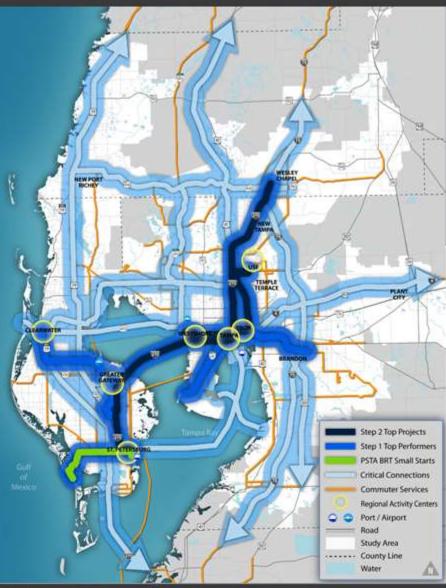
CHOOSING MODES

Understanding the travel needs of riders along and near each of the top connections illustrates which modes best serve that need.





STEP 3 EVALUATION: FIVE ALTERNATIVES



- I-275 Rubber Tire
- / I-275 Urban Rail
- 🥏 CSX Rubber Tire
- 🤣 CSX Urban Rail
- 🕜 CSX Commuter Rail

2017 LAND USE

- Employment
- Population density

2017 MOBILITY AND CONGESTION

- New riders
- Annual ridership

2017 ENVIRONMENTAL BENEFITS 2017 COST EFFECTIVENESS



STEP 3 EVALUATION: RESULTS

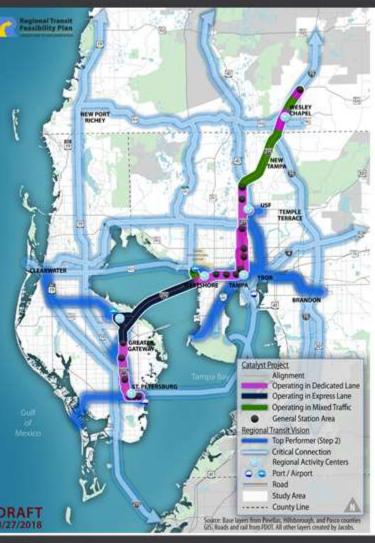
F	TΑ	1	C	O	S	Т	Ε	F	F	E	CI	ΓΙ	٧	Æ	=	٧	Ε	S	S	(New Starts Medium Rating)	
•		•	_	_	_	•	_			_			-	_		-	_	_	_	(item seares incerion in admig)	

\$10 OR BETTER

Not Final Recommendations	2017 TOTAL PROJECT CAPITAL	2017 COST PER TRIP
I-275 RUBBER TIRE	\$2.3B - \$2.9B	\$45
I-275 URBAN RAIL	\$3.9B - \$5.1B	\$51
CSX RUBBER TIRE	\$340M - \$420M	\$11
CSX URBAN RAIL	\$800M - \$1B	\$17
CSX COMMUTER RAIL	\$520M - \$650M	\$21

Estimates are calculated in 2017 dollars and do not include inflation or financing. These are planning level cost estimates that are subject to change as the project moves towards implementation.





- Combination of dedicated transit lanes, toll lanes, and mixed operations
- NO RIGHT-OF-WAY NEEDED (with the exception of stations)
- 21 total stations (19 atgrade/street level stations)
- 80-95 minutes to travel from Wesley Chapel to St. Petersburg (stopping at all stations)

20+ MILES OF DEDICATED LANES





I-275 RUBBER TIRE CONCEPT

OPTIONS FOR SEPARATION





I-275 RUBBER TIRE CONCEPT

19 STREET LEVEL STATIONS





FAST AND CONVENIENT SERVICE

- ~25 MINUTES: Pasco to Tampa SR 54, SR 56, Fowler Ave, and Downtown Tampa
- ~12 MINUTES: USF to Tampa
 Fowler Ave, Hillsborough Ave, Floribraska Ave, Downtown Tampa
- ~16 MINUTES: USF to Westshore
 Fowler Ave, Tampa Ave, Howard Ave/Armenia Ave, Westshore
- ~33 MINUTES: St. Petersburg to Tampa
 St. Petersburg, 27th Ave, Carillon, Westshore, and Downtown Tampa

Source: Metz France METTIS BRT system, Wikipedia user Agora midr



PROJECT CONCEPT: I-275 RUBBER TIRE ST PETERSBURG TO GREATER GATEWAY AREA



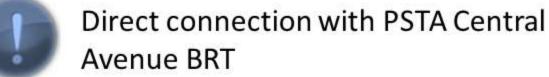
Improving Shoulder for Dedicated Transit





Stations:

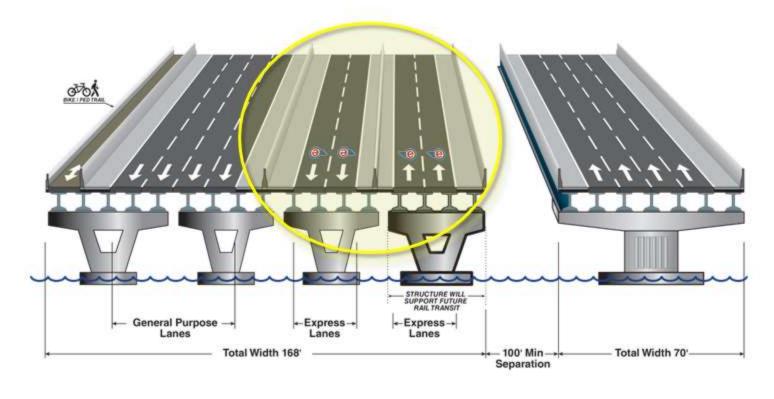
- 4th Street
- 8th Street
- Tropicana
 - Field
- 27th Avenue
- 62nd Avenue
- Gateway
- Carillon



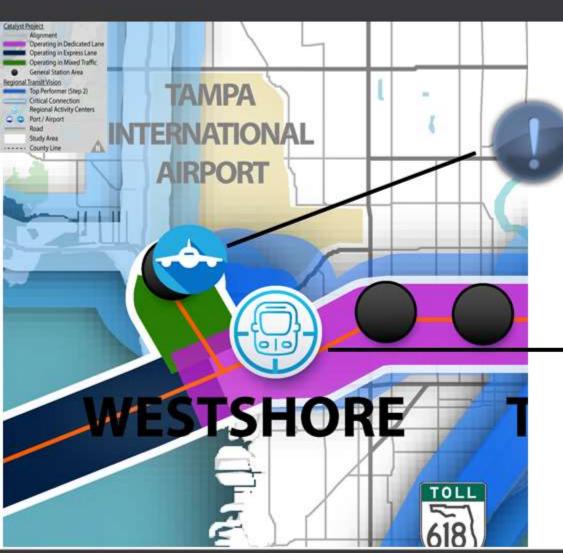


PROJECT CONCEPT: I-275 RUBBER TIRE HOWARD FRANKLAND BRIDGE

11 Miles of Toll Lane Operation minimum speed of 45mph



AIRPORT AND WESTSHORE

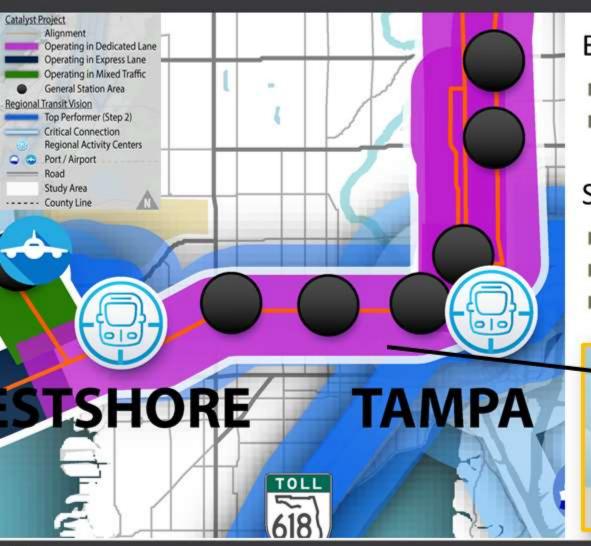


Direct connection to airport using planned SR 60 improvements

> Connection to Westshore Intermodal Center



WESTSHORE TO TAMPA



Elevated Stations:

- Westshore
- Howard Avenue/Armenia Avenue

Street Level Stations:

- Himes Avenue
- North Boulevard
- Downtown Tampa





I-275 RUBBER TIRE CONCEPT

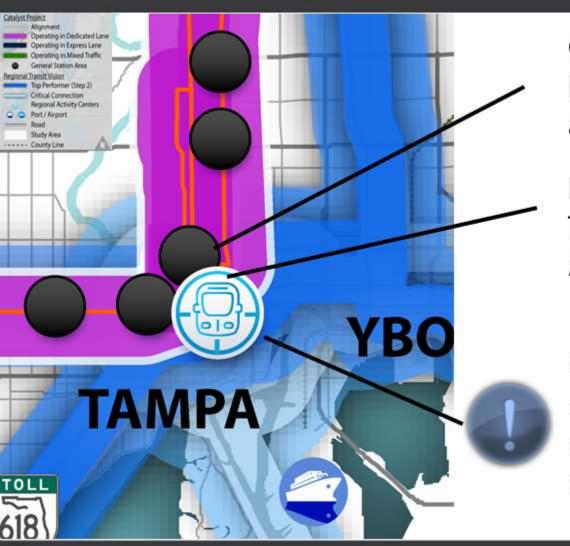
PROJECT CONCEPT: I-275 RUBBER TIRE INTERMODAL CENTER OPTIONS







I-275 RUBBER TIRE CONCEPT



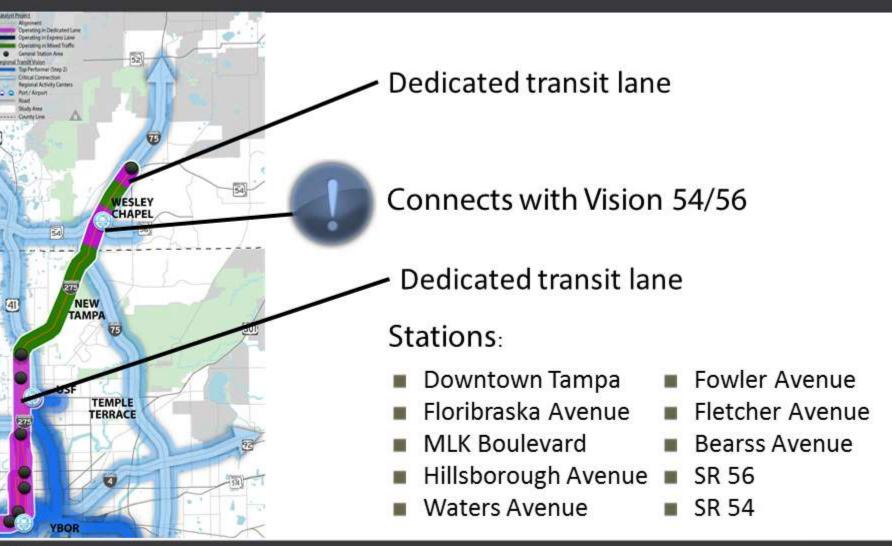
Opportunity to make Floribraska a transit only access point to interstate

Dedicated transit lane on Tampa Street and Florida Avenue

Connects with and could share a dedicated lane with City of Tampa Streetcar Extension



PROJECT CONCEPT: I-275 RUBBER TIRE TAMPA TO WESLEY CHAPEL



DEDICATED TRANSIT LANE

Serves 3 counties

COST

I-275 END TO END **MEDIAN RUNNING** DEDICATED LANE
RUBBER TIRE

\$2.3B - \$2.9B

I-275 COMBINED **DEDICATED LANE, EXPRESS LANE, MIXED TRAFFIC** CONCEPT
INTERGRATED WITH FUTURE
INTERSTATE MODERNIZATION
PLANS

TOTAL COST:

\$1.3B - \$1.6B

COST FOR TRANSIT PROJECT (WITH COOPERATIVE FUNDING FROM FDOT/FHWA):

\$380M - \$455M



Source: Sweden, Super Bus, Wikipedia



Estimates are calculated in 2017 dollars and do not include inflation or financing.

These are planning level cost estimates that are subject to change as the project moves towards implementation.



I-275 RUBBER TIRE CONCEPT

PROJECT CONCEPT: CSX URBAN RAIL

DOWNTOWN TAMPA TO USF



Electric/Diesel Multiple Unit

Stations:

- Tampa Street
- 21st Street
- MLK Boulevard
- Hillsborough Avenue
- Waters Avenue
- Fowler Avenue



Germany Courtesy of Bombard Jer



New Jersey
(up bad_wikimed is nong/wikiped is to m mons/s/s0,Gtw_riverline.JPG)



Texas (By Michael Barera, CC 8YSA 4.0, https://commons.wikimedia.org)



CSX EMU/DMU CONCEPT

PROJECT CONCEPT: CSX URBAN RAIL

ELECTRIC/DIESEL MULTIPLE UNIT

Uses existing freight rail corridor

COST

DOUBLE TRACKED URBAN RAIL

\$800M - \$1B

EMU/DMU URBAN RAIL SINGLE TRACK WITH SIDINGS

\$490M - \$620M

Estimates are calculated in 2017 dollars and do not include inflation or financing. These are planning level cost estimates that are subject to change as the project moves towards implementation.









Texas (By Michael Barera, CC 845A 4.0, https://com.mors.wikimedia.org)



CSX URBAN RAIL CONCEPT

		I-275 RUBBER TIRE	CSX URBAN RAIL
COMPETETIVE FOR FEDERAL & STATE FUNDS		YES	YES
COST PER TRIP		\$8-\$10	\$11-\$13
TOTAL CAPITAL COST	ALYST	\$380M - \$455M	\$490M - \$620M
RIGHT-OF-WAY NEEDED	CATA	NO (EXCEPT FOR STATIONS)	YES (CSX CORRIDOR)
TIME TO CONSTRUCT		~5 YRS	~10 YRS"

^{*}NOTE: Would be impacted by interstate modernization plans

Estimates are calculated in 2017 dollars and do not include inflation or financing. These are planning level cost estimates that are subject to change as the project moves towards implementation.



^{**}NOTE: Would require negotiations with CSX

		I-275 RUBBER TIRE	CSX URBAN RAIL	
LENGTH	3	41 MILES COUNTIES	9 MILES 1 COUNTY	
2017 CAPITAL COST PER MILE	PER MILE			
ANNUAL LOCAL OPERATIONS & MAINT.	CATALYS	\$7M	\$12M	
2017 JOBS (JOBS WITHIN ½ MILE OF PROJECT)	CAT	83,500	42,300	
2017 POPULATION (HOUSEHOLDS WITHIN ½ MILE OF PROJECT)		65,000	34,800	

Estimates are calculated in 2017 dollars and do not include inflation or financing. These are planning level cost estimates that are subject to change as the project moves towards implementation.





GOLD STANDARD ASPIRATIONS





CATALYST

SPEED AND CONVENIENCE OF A TRAIN













CATALYST





INVEST IN THE FUTURE



Source: 2GetThere



SUPPORTS AND NEEDS SUPPORT FROM LOCAL SERVICES AND PLANS

- PSTA Central Avenue BRT
- City of Tampa Streetcar Extension and Modernization
- USF and Westshore Circulators
- Wesley Chapel, USF, Tampa, Westshore, Gateway, and St. Petersburg Intermodal Centers Studies





What are the projects to be built?



(Emphasis of the Regional Transit Feasibility Plan)



How is it funded?



Who is responsible for building and maintaining it?

SCHEDULE

- Community vetting of Draft Plan
- Incorporate public comment to finalize Plan

Spring/Summer '18

Summer/Fall '18





LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 1(a)

Agenda Item: Resolution of support from Lakeland Area Mass Transit District for Regional Transit Feasibility Plan and 41-mile catalyst BRT project

Presenter: Tim Darby

Recommended

Action: Approval

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #2

Agenda Item: Approval of the April 11, 2018 LAMTD Board Minutes

Presenter: Alex Durham

Recommended

Action: Board approval of the January 10, 2018 LAMTD Board

Minutes

Attachments: April 11, 2018 LAMTD Board Minutes

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

Directors:

Polk County Commissioner George Lindsey III Polk County Commissioner John Hall City of Lakeland Commissioner Michael Dunn City of Lakeland Commissioner Phillip Walker City of Lakeland Mayor Bill Mutz

Executive Director: Tom Phillips Executive Assistant: Alex Durham

Call to Order

8:30 a.m. By Chairman Phillips Walker

Agenda Item #1 - Approval of the Minutes

Approval request for the approval of the April 11, 2018 LAMTD Board of Director meeting minutes.

"Approval of March 14, 2018 Board of Directors Meeting Minutes"

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 - Public Comments

None

Agenda Item #3 – Finance/Rhonda Carter for David Persaud

- a. Maudlin & Jenkins Presentation
 The District is required by Florida Statutes to have an annual independent financial audit done.
 This request has been compiled with and the Auditor's will be presenting the report.
- b. February 28, 2018 LAMTD Monthly Financial Statement FY 2017-18

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,

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

management and the public to provide up-to-date financial information and compliance with the budget.

Year to Date February 28, 2018

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual	
	Budget			Expended	Budget	
Revenue YTD	42%	\$4,323,770	\$5,111,800	118%	\$10.4 Million	
Expenses YTD	42%	\$4,323,770	\$3,703,190	86%	\$10.4 Million	

REVENUES:

The total revenues realized year-to-date through February 28, 2018 totaled \$5.1million or 118% of the YTD budget.

- Farebox revenues reflect \$278,000 or 100% of budgeted revenues through February 28, 2018.
- Contract revenues totaled \$58,700 or 72 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 over budget for RAMCO and GEICO. RAMCO payment of \$93,000

received and GEICO Agreement is terminated in December 2017.

• Ad Valorem taxes reflect revenue of \$4.1 million or 94% of the Tax Levy. The total budgeted revenues are \$4.382 million. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Florida DOT operating grants \$1.5 million is being billed quarterly. These grants are on a cash basis which mean the services must be provided before we receive grant assistance.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

- In March 2018, the FTA has approved drawing 50% of the FTA Operating Grants, the District will begin the draws.
- Advertising income totaled \$65,270 in line with the budget.
- The Support cost reimbursement revenue totaled \$178,330 and is in line with budget.
- The other revenues are within the budget for fixed and variable costs with no significant deviation.

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date February 28, 2018 FY 2017-2018

EXPENSES:

The total expenses year-to-date through February 28, 2018 totaled \$3.7 million or 86% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of February 28, 2018, these expenses totaled \$2.442 million or 11% under budget of \$2.751 million and is under budget.
- Professional and Technical Services expenses totaled \$105,670 of the YTD budget; a favorable variance.
- Other services expenses totaled \$61,000 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$209,000 YTD, under budget.
- Materials and supplies totaled \$402,480 over budget by \$107,800. This unfavorable variance is due
 to removing the obsolete inventory totaling \$197,648. This is due to several buses (aged 19992008) that have been replaced.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Misc. expense and office expense are over budget slightly due to some fixed cost incurred early in the fiscal year.
- Property appraiser, Tax Collector Commission and CRA payments over budget, since payments are quarterly and annually. The overage of \$59,490 is due to the Property Tax Commission.

Other remaining expenses are under the YTD budget through February 28, 2018

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through February 28^{th t} the financials reflect a favorable actual variance of \$1.4 million with 42% of the fiscal year. The expenses are funded with positive cash flow.

STATISTICAL TRENDS LAST FIVE YEARS AL	JDITED FINANC	IAL STATEMENT	rs		
	9/30/16	9/30/15	9/30/14	9/30/13	9/30/12
1. Farebox Recovery Ratio (All modes)	13.95%	25.50%	23.08%	25.16%	23.02%
2. Cost per revenue hour	\$104.76	\$89.45	\$86.29	\$83.84	\$83.62
3. Revenue Hours	139,228	103,550	117,008	116,422	112,539
4. Fuel Cost (\$)	\$757,485	\$847,360	\$1,316,739	\$1,367,289	\$1,317,442
5. Ridership	1,393,620	1,424,965	1,647,010	1,638,470	1,452,161

^{*} Total 13.95%, LAMTD 20.06%, PCTS 2.20%

c. 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.

Lakeland Area Mass Transit District

Monthly Financial Report

Polk County Transit Contract

Month of February 28, 2018

Year to Date Report

Percent of FY Reported (42%)

Revenues

^{**} Total \$104.76, LAMTD \$122.49, PCTS \$83.93 excludes T.D.

Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

- ➤ The revenues totaled \$2.0 million or 86% of the year-to-date budget.
- > The FTA grant drawdown reflects little activity. Grants will be billed in the second quarter.
- Fare Revenues totaled \$61,320 or 119% of the year-to-date budget.
- The Polk County (City Contributions Fair Share) totaled \$335,540.
- The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.3 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$2.0 million or 87% of the year-to-date budget.
- > Salaries and wages totaled \$1.2 million or 82% of the YTD Budget.
- Operating expenses totaled \$574,800 or 92% of the YTD Budget.
- The contract services are for contractual cost for the Lynx service and other contractual services totaled \$244,720 or 99% of the year to date budget..
- d. Request Board approval to use Vehicle Replacement Capital Funding to renovate the Lakeland Terminal.

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: For Board Approval

Summary: With_the passage of the New Avail Fare System, the Lakeland Bus Terminal is a central location for Customer Relations and Sales for bus fares. The new electronic fare system need reliable computer technology and improvements that is now automated. The current facility needs improvement for safety, air conditioning, computer related improvements and general improvements. The estimated cost is \$40,000 -\$45,000.

Funding: Funding is available in the Vehicle Replacement Fund from funds restricted for capital expenses.

"Approval for vehicle replacement capital funding to renovate the lakeland Terminal"

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

Agenda Item #4 Legal/The Darby Group & Tom Phillips

- a. CRA Stop Gap Agreement
 - "Approval for CRA Stop Gap Agreement"
- b. Universal Access Agreement Renewal
 - "Approval for Universal Access Agreement Renewal"

MOTION CARRIED UNANIMOUSLY

c. Acceptance of Warranty Deed for Transfer of Real Property

"Approval to accept warranty deed for transfer of real property"

MOTION CARRIED UNANIMOUSLY

d. Acceptance of Proposed Deed from Polk for Winter Haven Transit

"Approval to accept proposed deed from Polk County for Winter Haven Transit"

MOTION CARRIED UNANIMOUSLY

e. Bakkes Properties LLC "Approval for Bakkes Property LLC"

MOTION CARRIED UNANIMOUSLY

Agenda Item #5 Executive Director Report / Tom Phillips

a. Agency Update(s)

<u>Agenda Item #6 – Executive Informational Summary / Tom</u> Phillips

- a. March Executive Calendar (see attached)
- b. Monthly UAP and Ridership data (see attached)

Agenda Item #7 - Other Business

None at this time

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING Citrus Connection, Hollingsworth Meeting Room 1212 George Jenkins Blvd., Lakeland, Fl. 33815 Wednesday, April 11, 2018, at 8:30 a.m.

Chairman – City Commissioner Phillip Walker	Minutes Recorder – Alex Durham
· · · · · · · · · · · · · · · · · · ·	
Approved this 11th day of April, 20 <u>18</u> .	
Adjournment	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 2(a)

Agenda Item: Approval of February 21, 2018 minutes Item #7 approval and language

Presenter: Alex Durham

Recommended

Action: Approval

Summary: Approve change in language given to Item 7 of the February

21st, 2018 board meeting minutes.

Agenda Item #7 – Fleet Plan Update – LAMTD 2018 / Joe Cheney

- a. Fleet Plan Update (see power point attached)
- b. Lease Financing for New Buses (see power point attached)

"Approval to lease finance new District buses"

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #3

Agenda Item: Public Comments

Presenter: TBD

Recommended

Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING June 13, 2018 AGENDA ITEM # 4

Agenda Item: Intern Welcome/Promotion

Presenter: Tom Phillips

Recommended

Action: Informational

Summary: Welcoming aboard our two new interns and recognizing our interns that have been hired on full time.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #5 (a)

Agenda Item: April 30, 2018 LAMTD Monthly Financial Statement

FY 2017-18

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements, Interim Statements do not have to be audited.

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

the budget.

Attachments: See Attachments

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date April 30, 2018 FY 2017-2018

Year to Date April 30, 2018

Description	YTD of FY	YTD Budget \$	YTD Actual \$	YTD of FY	Annual
	Budget			Expended	Budget
Revenue YTD	58%	\$6,053,273	\$5,616,246	93%	\$10.4 Million
Expenses YTD	58%	\$6,053,273	\$5,171,199	85%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through April 30, 2018 totaled \$5.62 million or 93% of the YTD budget.

- Farebox revenues reflect \$385,315 or 100% of budgeted revenues through April 30, 2018.
- Contract revenues totaled \$85,757 or 75 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 or 78% of the budget for RAMCO and GEICO. RAMCO payment of \$93,000
 received and GEICO Agreement is terminated in December 2017.
- Ad Valorem taxes reflect revenue of \$4.3 million or 98% of the Tax Levy. The total budgeted revenues are \$4.382 million. Only 95% of the taxes are budgeted by State Law.

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

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

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

- Florida DOT operating grants \$1.5 million is being billed quarterly. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The year to date revenues totaled \$126,813.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million. This grant is also on a cash basis which means that the District must expend the funds before we seek grant reimbursement. Since most of the grant funding is used for operations and preventative maintenance the grant reimbursement is received at the end of the fiscal year after State funds are recognized.
- In March 2018, the FTA has approved drawing 50% of the FTA Operating Grants, the District will begin the draws for the FDOT Grants, billing is in progress.
- Advertising income totaled \$94,157 over the budget.
- The Support cost reimbursement revenue totaled \$249,667 and is in line with budget.
- The other revenues are within the budget for fixed and variable costs with no significant deviation.

Lakeland Area Mass Transit District Monthly Financial Report Operating Budget. Budget to Actual For the Year-to-date April 30, 2018 FY 2017-2018

EXPENSES:

The total expenses year-to-date through April 30, 2018 totaled \$5.171 million or 85% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of April 30, 2018, these expenses totaled \$3.447 million or 89% of the budget of \$3.852 million and is under budget.
- Professional and Technical Services expenses totaled \$105,670 of the YTD budget; a favorable variance.
- Other services expenses totaled \$183,562 of the YTD budget, under budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$303,030 YTD, under budget.
- Materials and supplies totaled \$493,781 over budget by \$81,248. This unfavorable variance is due to removing the obsolete inventory totaling \$197,648. This is due to several buses (aged 1999-2008) that have been replaced. The obsolete parts were auctioned for \$27,500.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Misc. expense and office expense are under budget.
- Property appraiser, Tax Collector Commission and CRA payments over budget, since payments are quarterly and annually. The overage of \$57,580 is due to the Property Tax Commission.

Other remaining expenses are under the YTD budget through April 30, 2018

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through April 30^{th t} the financials reflect a favorable actual variance of \$.4 million with 58% of the fiscal year.

	STATISTICAL	TRENDS LAST	FIVE YEARS A	UDITED FINAN	CIAL STATEME	NTS
		9/30/17	9/30/16	9/30/15	9/30/14	9/30/13
1. Farebox Re	ecovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%
2. Cost per re	evenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84
3. Revenue H	ours	142,189	139,228	103,550	117,008	116,422
4. Fuel Cost (\$)	\$834,971	\$757 , 485	\$847,360	\$1,316,739	\$1,367,289
5. Ridership		1,346,211	1,393,620	1,424,965	1,647,010	1,638,470

^{*} Total 10.04%, LAMTD 14.80%, PCTS 2.26%



LAKELAND AREA MASS TRANSIT DISTRICT FY 2017 MONTHLY FINANCIAL STATEMENT

MONTH OF Apr 2018

					Month							YTD				A	and Americal
			<u>Actual</u>		Budget		Variance			Actual		Budget		Variance		App	roved Annual Budget
			Actual		Budget		\$'s	%		Actual		<u> Buuget</u>		\$'s	%		Duaget
REVENUES:	Account		54.040	•	55.000	•	(4.404)	00/		005.045	•	202 202	•	(5.540)	40/	_	070.000
R4 R6	Farebox/Pass Sales	\$ \$	- ,	\$ \$,	\$ \$	(4,494) (829)	-8% -5%	\$	385,315 85,757	\$	390,833	\$	(5,518) (27,993)	-1% -25%	\$	670,000 195,000
R3	Contract Income (UAP) Other Contract Revenue	\$	15,421	э \$		\$	(24,453)	-100%		,	\$	113,750 171,173	Ф \$	(37,623)	-23% -22%	\$ \$	293,440
R5	Miscellaneous Income	\$	836	\$	1,050	\$	(214)	-20%		35,268	\$	7,350	\$	27,918	380%	\$	12,600
R7	Advertising Revenue	\$	20.115	\$		\$	` ,	83%		,	\$	77.000	\$	17.157	22%	\$	132,000
R8	Investment/Interest Income (net)	\$	12,430	\$,	\$	-, -	646%		,	\$	11,667	\$	58,696	503%	\$	20,000
R9	Ad Valorum Income, net	\$	143,750	\$	365,197	\$		-61%	\$	4,311,529	\$	2,556,377	\$	1,755,152	69%	\$	4,382,360
R10	FDOT Operating Grant	\$	-	\$	124,429	\$	(124,429)	-100%	\$	126,813	\$	871,004	\$	(744,191)	-85%	\$	1,493,150
R11	Federal Operating Grant	\$	-	\$	212,804	\$	(212,804)	-100%	\$	-	\$	1,489,629	\$	(1,489,629)	-100%	\$	2,553,650
R13	Cost Recovery	\$	314	\$	417	\$	(102)	-25%	\$	44,721	\$	2,917	\$	41,805	1433%	\$	5,000
R17	City of Lakeland	\$	-	\$	12,583	\$	(12,583)	-100%	\$	79,106	\$	88,083	\$	(8,977)	-10%	\$	151,000
R1	Bartow Express	\$	-	\$	3,274	\$	(3,274)	-100%	\$	-	\$	22,919	\$	(22,919)	-100%	\$	39,290
R2	PCTS - Support Cost Reimb.	\$	35,667	\$	35,796	\$	(129)	0%	\$	249,667	\$	250,571	\$	(904)	0%	\$	429,550
	Reserve																
TOTAL REVE	<u>NUES</u>	\$	279,873	\$	864,753	\$	(584,881)	-68%	\$	5,616,246	\$	6,053,273	\$	(437,027)	-7%	\$	10,377,040
ELIGIBLE EX																	
1	Salaries	\$	327,807	\$		\$	` ' '			, , -	\$	2,594,643		(259,217)	-10%	\$	4,447,960
2	Employee Benefits	\$	- ,	\$	-,	\$	(, ,	-7%	\$	1,111,154		1,257,241		(146,087)	-12%	\$	2,155,270
3	Advertising Fees	\$	•	\$,	\$				16,957		9,275		7,682	83%	\$	15,900
4	Professional & Techinical Ser	\$	-,	\$, -	\$	(-,,			183,562	*	215,542		(31,980)	-15%	\$	369,500
5	Contract Maintenance Services	\$, -	\$	-,	\$	(6,016)			50,118		61,600	\$	(11,482)	-19%	\$	105,600
6	Other Services	\$	13,825	\$,	\$	9,379			79,484		31,121	\$	48,363	155%	\$	53,350
7	Fuel & Lubricants	\$,	\$,	\$	(2,205)	-4%	\$,	\$	351,925		(48,895)	-14%	\$	603,300
8	Freight	\$	249	\$		\$	(551)	-69%	\$,	\$	5,600	\$	(955)	-17%	\$	9,600
9	Repairs & Maintenance	\$	1,969	\$	- ,	\$	(1,856)	-49%	\$	5,454		26,775		(21,321)	-80%	\$	45,900
10	Materials & Supplies	\$	47,214	\$,	\$	(11,719)	-20%		, -	\$	412,533	\$	81,248	20%	\$	707,200
11	Utilities/Telephone	\$	12,358	\$,	\$	2,425	24%	\$,	\$	69,533		(1,138)	-2%	\$	119,200
13	Liab & Prop Damage Insurance	\$	22,361	\$,	\$	()	-1%	\$	- ,	\$	158,667	\$	(1,303)	-1%	\$	272,000
14	Other Coporate Insurance	\$	(1,010)			\$	` ' '	-706%			\$	1,167	\$	(1,167)	-100%	\$	2,000
15	Dues & Subscriptions	\$	837	\$	- /	\$	(2,986)	-78%	\$,	\$	26,758	\$	(14,547)	-54%	\$	45,870
16	Education/Training/Meeting/Travel	\$	2,274	\$,	\$	(, ,	-72%	\$,	\$	57,750	\$	(17,358)	-30%	\$	99,000
17 18	Service Charges	\$ \$	1,804 4,688	\$ \$,	\$	(338)	-16% -27%	\$	11,141 42,971	\$ \$	14,992	\$	(3,851)	-26% -4%	\$	25,700 77,000
19	Office Expense	\$	4,000	\$ \$	6,417 2,083	\$	(1,729)	-100%	\$,	\$	44,917	Ф \$	(1,946)	-100%	\$ \$	25,000
20	Advertising & Promotions Miscellaneous Expenses	\$	580	Ф \$,	\$	(2,083) (4,691)	-89%	\$		\$	14,583 36,896	\$	(14,583) (1,126)	-100%	\$	63,250
20 21	Property Appraiser/Tax Collector Comm	\$	2,875	э \$,	\$	(4,691)	-09% -76%	\$	142,164	\$	84,583	Ф \$	(1,126) 57,580	-3% 68%	\$	145,000
22	LDDA, CRA Contributions	\$	2,073	\$,	\$	(13,833)	-100%		,	\$	96,833		(96,833)	-100%	\$	166,000
	· · · · · · · · · · · · · · · · · · ·	1 '					, ,							,			
23 24	Capital Expenditures/ Debt Service	\$	11,014	\$	56,717		, ,	-81%	*	77,182		397,017		(319,835)	-81%	\$	680,600
	Bad Debt	\$	-	\$		\$	` ,			-	\$	1,167		(1,167)	-100%	\$	2,000
25	Restricted Contingency	\$	670.000	\$,	\$	(11,737)	L L		- - 474 400	\$	82,157	- :	(82,157)	-100%	\$	140,840
	BLE EXPENSES:	<u>\$</u>	679,368	\$	864,753	<u>\$</u>	(185,386)	-21%	<u>\$</u>	5,171,199	<u>\$</u>	6,053,273	<u>\$</u>	(882,074)	-15%	<u>\$</u>	10,377,040
NET REVENU	(UNDER) EXPENSES	\$	(399,495)	\$	_	\$	(399,495)		\$	445,047	\$		\$	445,047		\$	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #5(b)

Agenda Item: April 30, 2018 Financials for Polk County Transit Services

Contract – FY 2017-18

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: None

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

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

statements, Interim Statements do not have to be audited.

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

the budget

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #5(b) cont.

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of April 30, 2018
Year to Date Report
Percent of FY Reported (58%)

Revenues

- ➤ The revenues totaled \$2.92 million or 89% of the year-to-date budget.
- ➤ The FTA grant drawdown reflects little activity. Grants will be billed in the second quarter.
- Fare Revenues totaled \$87,924 or 122% of the year-to-date budget.
- ➤ The Polk County (City Contributions Fair Share) totaled \$335,540.
- ➤ The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.63 million.

Expenses

- ➤ Operating expenses consists of labor cost, operating expenses and contract expenses.
- ➤ Total expenses for the period totaled \$3.12 million or 95% of the year-to-date budget.
- ➤ Salaries and wages totaled \$1.7 million or 83% of the YTD Budget.
- ➤ Operating expenses totaled \$887,180 or 101% of the YTD Budget.
- ➤ The contract services are for contractual cost for the Lynx contractual services totaled \$529,595 over budget by \$183,095 or 53%. The District is evaluating the increase in services that contributed to this expense with appropriate action to be taken.

Lakeland Area Mass Transit District Financial Statement Polk County Contract Month of April 2018

	R	eve	enue			
	Annual	•		•		Percent
	Budget	Y	TD Budget	Υ	TD Actual	Expended
Revenues						
County Match	\$ 1,661,780	\$	969,372	\$	1,633,920	169%
Other Contract Revenue -	\$ -	\$	-	\$	40,472	100%
City Contribution	\$ 208,080	\$	121,380	\$	335,542	276%
County Contribution - PCTS	\$ 298,920	\$	174,370	\$	-	0%
Fares	\$ 124,000	\$	72,333	\$	87,924	122%
FDOT Block Grants:						
GO924 - WHAT/ADA	\$ 613,660	\$	357,968	\$	235,983	66%
JARC AQ379	\$ 93,470	\$	54,524	\$	-	0%
RURAL AQR07	\$ 800,570	\$	466,999	\$	235,319	50%
FTA						
FTA 5307 Grant	\$ 1,813,690	\$	1,057,986	\$	241,975	23%
Capital Grant	\$ -	\$	-	\$	108,153	0%
Total	\$ 5,614,170	\$	3,274,932	\$	2,919,288	89%

	Expenses											
	Percent Expended											
Labor	\$	3,512,900	\$	2,049,192	\$	1,704,178	83%					
Contract	\$	594,000	\$	346,500	\$	529,595	153%					
Operating	\$	1,507,270	\$	879,241	\$	887,180	101%					
Total	\$	5,614,170	\$	3,274,933	\$	3,120,953	95%					

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #5(c)

Agenda Item: FY 2018-19 Florida Commission for Transportation

Disadvantaged Budget for the Lakeland Area Mass Transit District which is the designated Community Transportation

Coordinator for Polk County

Presenter: David Persaud, Chief Financial Officer

Recommended

Action: Recommend Approval of the annual Operating Budget for the

period of July 1st, 2018 through June 30th, 2019

Summary: The State Commission for the Transportation Disadvantaged

administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for Transportation Disadvantaged county residents who have no other means of transportation or are not sponsored for that need by any other available funding source.

Funding: The total Budget is \$1,444,880 The Community Transportation

Coordinator will fund \$1,300,175 through grant funds and \$144,500 will be budgeted into the Polk County's Transit

Budget. The total operating expense is \$1,444,880.

Attachments: FY July 1, 2018 through June 30, 2019 Proposed Budget

Transportation Disadvantage Proposed Budged for FY 2019

Account Id	Account Description	Actual 2017	Budget 2018	Actual - 03/31/18	Requested	Remarks
Revenues						
5-401-000-0475	Transport Disadvantaged Contract Revenue	366.53	-	-	-	
5-401-090-0000	Smart Card Fee	-	-	584.00		
6-401-475-LFTB	Lighthouse for the Blind	3,317.12	-	-		
6-417-475-ADCA	Adult Day Care	106,271.60	-	25,162.09		
6-417-475-CNTY	10% Match - County	121,089.84	123,050.00	43,057.74	144,500.00	
6-417-475-CTDC	CTD Grant - Capital	294,310.80	-	-	-	
5-417-475-CTDO	CTD Grant - Operating	795,533.72	1,107,450.00	387,519.61	1,300,175.00	
6-417-475-MISC	Miscellaneous Revenue -TD	-	198.00	-	205.00	
6-417-475-SGRD	Southern Gardens	727.00	-	-		
5-900-000-0000	CANCEL PRIOR YEAR EXPENSE	689.45	-	-		
	Transportation Disadvantaged Revenue Total	1,322,306.06	1,230,698.00	456,323.44	1,444,880.00	
Expenses						
6-0475-00000	OP'S - TRANSPORTATION DISADVANTAGED (TD)					
5-0475-50101	Salaries	597,749.30	646,228.32	272,502.38	481,279.00	
5-0475-50103	Overtime (TD)	23,836.67	45,772.00	7,047.45	25,950.00	
5-0475-50201	Social Security (TD)	23,549.36	35,075.60	9,424.16	31,448.00	
6-0475-50202	Medicare (TD)	5,844.13	9,019.44	2,204.15	7,355.00	
6-0475-50203	Pension Plan (TD)	30,470.16	44,095.04	13,432.32	41,897.00	
6-0475-50204	Health Insurance	222,898.02	235,507.60	91,803.75	170,422.00	
6-0475-50205	Life Insurance (TD)	7,107.52	-	2,543.19	1,400.00	
6-0475-50211	Support Services	-		,	139,692.00	
6-0475-60006	Operating Contingency				114,287.00	
6-0475-50207	Unemployment Compensation (TD)	224.51	-	2,066.59	5,000.00	
5-0475-50208	Workers' Compensation (TD)	18,071.94	-	-	21,000.00	
6-0475-50213	Uniforms	1,835.79	2,000.00	(68.59)	2,400.00	
6-0475-50214	Other Fringe Benefits	23.15	-	11.25	,	
6-0475-50216	Driver Licenses	-	-	18.40	150.00	
5-0475-50303	Prof. & Technical Svc.	33,470.26	-	5,909.98	24,100.00	
6-0475-50305	Contract Maintenance	11,018.19	5,000.00	599.21	5,300.00	
6-0475-50307	Drug Testing	263.34	-	573.25	1,500.00	
6-0475-50399	Other Services	6,741.37	22,000.00	21,755.58	27,900.00	
6-0475-50400	Fuel Gasoline - TD	114,038.50	100,000.00	62,404.50	150,000.00	
5-0475-50401	Fuel - TD	14,677.74	4,000.00	193.60	10,000.00	
5-0475-50403	Elder Point Ministries Expense	7,883.94	-	-	8,000.00	
5-0475-50404	Adult Day Care Expense	184.74	-	-	200.00	
6-0475-50455	Repairs & Maintenance - Buses	79,164.17	-	17,737.66	89,000.00	
5-0475-50460	Materials & Supplies	17,764.15	65,000.00	25,530.99	40,000.00	
6-0475-50905	Office Expense (TD)	, , , , ,	,	-,	2,000.00	
5-0475-50465	Service/Inventory Parts - TD	158.01	-	-	200.00	
6-0475-50504	Telephone	4,915.49	-	6,919.76	10,700.00	

	Transportation Disadvantaged Expenditure Total	1,251,650.72	1,230,698.00	549,165.90	1,444,880.00	
6-0475-50999	Miscellaneous	646.45	-	6.25	1,100.00	
6-0475-50914	Computer Hardware	5,183.61	-	-	2,300.00	
6-0475-50911	Printing	3,041.27	-	690.72	1,350.00	
6-0475-50910	Software - TD	3,600.79	-	-	7,200.00	
6-0475-50908	Advertising & Promotion - TD	4,931.42	-	1,343.04	3,150.00	
6-0475-50907	Postage & Shipping	1,659.37	-	262.86	3,100.00	
6-0475-50905	Office Expense (TD)	3,500.82	9,000.00	807.42	2,700.00	
6-0475-50903	Employee Education	356.25	4,000.00	1,052.25	2,000.00	
6-0475-50902	Travel/Meetings	3,106.97	4,000.00	589.86	6,000.00	
6-0475-50901	Dues & Subscriptions - TD	1,555.38	-	732.30	1,500.00	
6-0475-50505	Utilities - TD	2,177.94	-	1,071.62	3,300.00	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #6

Agenda Item: **Asset Disposal**

Presenter: David Persaud, CFO

Recommended

Action: Recommend Board approve the disposal of four (4) rolling

stock buses that have surpassed their useful life in years of

service and/or mileage, generating costly repairs.

Summary: The District is proposing the disposal of these items based

on the depreciation schedule as defined by the Federal Transit Administration Circular 5010.1C – Grant Management Guidelines, Chapter II, paragraph 3.f.(4).

The vehicles and/or equipment shall be disposed of through a competitive bid process. Item that cannot be sold

will be reassessed and disposed of as scrap.

Attachments: Asset Disposal Chart

		FTA / CUTR / TRIPS	Reason for	
Item Description	Purchase Date	Useful Life	Disposal	Current Condition
35' Transit Bus, Unit 1073		12 years or	Over 11 years &	
2006 Gillig Phantom	06/26/2001	500,000 miles	500,873 miles	Accident & major repairs needed
27' Para Transit Bus, Unit 545;		7 years or	Over 9 years &	
2008 Chevy C4500 Champion	12/02/2008	200,000 miles	238,169 miles	Major repairs needed
27' Paratransit Bus, Unit 546;		7 years or	Over 8 years &	
2009 Chevy C4500 Champion	06/10/2009	200,000 miles	217,580 miles	Roof leaks & major repairs needed
27' Paratransit Bus, Unit 547;		7 years or	Over 8 years &	
2009 Chevy C4500 Champion	06/10/2009	200,000 miles	212,440 miles	Roof leaks & major repairs needed



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June 7, 2018

Dr. Yvette Taylor Region 4 - Regional Administration Federal Transit Administration 230 Peachtree, NW, Suite 1400 Atlanta, GA 30303

Re: Recipient 1086 Requests Concurrence of Asset Disposition

Dear Dr. Taylor,

The Lakeland Area Mass Transit District (LAMTD) is requesting concurrence in the disposal of the following, fully depreciated equipment, having exhausted its/their useful life in terms of years. The disposal of said equipment does not require approval by LAMTD's Board of Directors, in accordance with the District's Asset Disposal Policy.

Item Description	Serial or Vin Number	In Service Date	Funding Source	Original Unit Cost	Grantor or MARS Useful Life	Reason for Disposal	Current Condition
Canon C7055 Color Copier	HJZ56804	05/09/2013	FL-04-0108	\$ 8,815	5 years	Reached useful life, cannot meet usage demand	Poor
Canon C7055 Color Copier	HJZ56899	05/09/2013	FL-04-0108	\$ 8,390	5 years	Reached useful life, cannot meet usage demand	Poor

In the disposal of said equipment, items in non-working order shall be auctioned for no less than scrap value. Working items shall be auctioned at fair market value, in accordance with FTA Circular C 5010.1d, pages IV-24 through IV-3. Any resulting proceeds shall support future transit services/purchases in accordance with the disposition requirements as detailed in FTA Circular C 5010.1d, page IV-28.

Thank you for your assistance in reviewing this request. Please feel free to contact me if you should have any questions or need additional information.

Regards,

David Persaud, Chief Financial Officer

DP/er

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #7(a)

Agenda Item: FY 2018-19 Florida Commission for Transportation

Disadvantaged Grant Application for Trips and Equipment and corresponding Resolution # 18-02

Presenter: David Persaud, CFO

Recommended

Action: Recommend Approval of Grant Submission and

subsequent award for the period of July 1st, 2018 through

June 30th, 2019

Summary: The State Commission for the Transportation

Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by

any other available funding source.

Funding: The total amount of the requested funds is \$1,444,867.

The CTD will fund \$1,300,380 through grant funds and \$144,487 will be budgeted into the County's transit

budget

Attachments: Grant Application

AUTHORIZING RESOLUTION #18-02 FOR TRANSPORTATION DISADVANTAGED TRUST FUND

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

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

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

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

DULY PASSED AND ADOPTED THIS 13 DAY OF 2018

	Lakeland Area Mass Transit District
	Phillip Walker Typed name of Chairperson
	Signature of Chairperson
ATTEST:	Tim Darby
	BY: Attorney



Transportation Disadvantaged Trip & Equipment Grant Application Form

Legal Name					
	LAKELAND AREA MASS TR	ANSIT DISTRICT	Г		
Federal Employer Identification Number	59-2096281				
Registered Address	1212 George Jenkins Blvd.				
City and Stale	Lakeland, Florida	33815			
Contact Person for this Grant	Tom Phillips	Phone Number Format 111-111-1111	863-327-1300		
E-Mail Address (Required)	TPhillips@ridecitrus.com				
Project Location (County(les))	Polk County	Proposed Project Start Date	7/01/2018		
	Budget Allocation		01.000.175		
		- State Allocation [90%] unt - Local Match [10%]	\$1,300,175 \$0.00		
	\$144,464 \$0.00				
	n/a \$0.00				
	t – Proviso Match (10%) Voluntary Dollar Amount	n/a \$0.00 \$205 \$0.00			
	\$23 \$0.00				
	DASA MIBIDATOR VI	duntary Dollars [In Kind] Total Project Amount	\$1,444,867 \$ 0.00		
			WALL THE PARTY OF		
Capital Foreignment Represent					
	Capital Equipment Request	The second second			
		of Capital Equipment	\$ Amount		
		of Capital Equipment	\$0.00		
		of Capital Equipment	\$0.00 \$0.00		
		of Capital Equipment	\$0.00		
_	Description W IS Required if Requesting Capital Ement is included in this Application Formatto. Law Comment of the Capital Ement is included in this Application Formatton.	quipment	\$0.00 \$0.00 \$0.00		
If the purchase of capital equipment the Local Coordinating Books Signature of Local Coordinating I	Description W IS Required if Requesting Capital Ement is included in this Application Formatto. Law Comment of the Capital Ement is included in this Application Formatton.	quipment orm, the application 5/14/18 ate	\$0.00 \$0.00 \$0.00 has been reviewed by ained in this fo ^l m is		

TripandEquipmentGrantApplicationForm20180420 Form Revised 4/20/16



Transportation Disadvantaged Trip & Equipment Grant Service Rates Form

Applicant	LAKELAND AREA MASS TRANSIT DISTRICT
Project Location [County(ies)]	Polk County
Service Rate Effective Date	07/1/2018

Grant Agreement Service Rates				
Type of Service Transportation Mode	Unit of Measure (Trip or Passenger Mile)	Cost Per Unit		
* Ambulatory	Passenger Mile	4.25		
* Wheel Chair	Passenger Mile	7.28		
* Stretcher				
Bus Pass – Daily	Pass	3.00		
Bus Pass – Weekly	Pass	12.00		
Bus Pass – Monthly	Pass	47.00		
Bus Pass – PT Connect- One-way	Pass	1.50		
Bus Pass – PT Connect – Daily	Pass	2.00		

^{*} Ambulatory, Wheel Chair and Stretcher must all use the <u>same Unit of Measure</u> either Trip or Passenger Mile; Cannot mix, all must be the same regardless of Transportation Mode.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #7(b)

Agenda Item: Resolution #18-03 Florida Department of

Transportation (FDOT) Joint Participation

Presenter: David Persaud, CFO

Recommended

Action: Recommend Approval to accept additional funding under

the Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) (FM#414063-1-84-04),

and associated Resolution #18-03.

Summary: FDOT has allocated funding in the amount of \$931,351

with \$931,351 local funds for a total of \$ 1,862,702 in Fiscal Years 2018-2019 under the State Public Transit Corridor Program for operating expense of a transit corridor service operating along South Florida Avenue

and State Road 37, a north/south corridor.

This funding will allow the District to continue the multimodal travel options reducing traffic congestion in the S.R. 37 (South Florida Avenue) Corridor. High frequency services for buses, with frequencies less than 30 minutes, will continue during peak evening hours.

Attachments: Resolution #18-03

FDOT JPA (FM#4140631-1-84-04)

RESOLUTION # 18-03

A RESOLUTION of the Lakeland Area Mass Transit District authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, and the acceptance of a grant award from the Department.

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

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

- 1. That the JPA for item-Segment-Phase-Sequence 414063-1-84-04, Contract Number G0V99, is approved.
- 2. The submission of a grant application(s), supporting documents, and/or assurances to the Florida Department of Transportation is approved.
- 3. The Chairman of the Board is authorized to sign the application, accept a grant award, and enter into, modify or terminate any subsequent award contract or agreement related to this grant application unless specifically rescinded.

DULY PASSED AND ADOPTED THIS June 13, 2018

	Ву:
	(Signature)
ATTEST:	Phillip Walker, Chairman of the Board Lakeland Area Mass Transit District
	(seal)

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

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Financial Project N		Fund:	010	FLAIR Category:	088774
414063-1-84-04		Function:	215	Object Code:	751000
		Federal Number:	N/A	Org. Code:	55012020129
Contract Number:	G0V99	DUNS Number:	80-939-7102	Vendor No.:	F592096281002
CFDA Number:	N/A	Agency DUNS No.	005075627	_ CSFA Number:	55.013
CFDA Title:	N/A			_ CSFA Title:	Transit Corridor Development Program
,, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), and <u>Lakeland Area Mass Transit District</u> , <u>1212 George Jenkins Boulevard</u> , <u>Lakeland</u> , <u>FL 33815</u> ("Agency"). The Department and Agency agree that all terms of this Agreement will be completed on or before <u>December 31, 2020</u> and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.					
WITNESSETH:					
and the Depart the implement	ment has been granted	the authority to fur and balanced tra	d Agreement and to undenction adequately in all arensportation system and	eas of appropriate	jurisdiction including
NOW, THERE as follows:	FORE, in consideration	n of the mutual cov	enants, promises and re	presentations here	ein, the parties agree
1.00 Purpose	of Agreement. The pu	rpose of this Agree	ment is to provide for the	Department's part	ticipation in
			t Corridor Development Pro oviding public transportation		

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

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

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

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2.00 Accomplishment of the Project:

- **2.10 General Requirements.** The Agency shall commence, and complete the Project, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, and all applicable laws.
- **2.20 Pursuant to Federal, State, and Local Law.** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
- **2.30 Funds of the Agency.** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- **2.40 Submission of Proceedings, Contracts and Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department may require as listed in Exhibit "C" attached to and incorporated into this Agreement. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the Project towards completion.
- **3.00 Total Project Cost.** The total estimated cost of the Project is \$1,862,702.00. This amount is based upon the estimate summarized in Exhibit "B" attached to and incorporated into this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved.

4.00 Project Costs Participation and Eligibility:

- **4.10 Department Participation.** The Department agrees to maximum participation, including contingencies, in the Project in the amount of \$931,351.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.
- **4.11 Agency Participation (Non-State Sources).** The Agency agrees to minimum participation, including contingencies, in the Project in the amount of \$931,351.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of the total cost shown in Exhibit "B", whichever is more.
- **4.12 Federal Awards.** The Agency, a non-federal entity, \square is \square is not a recipient of a federal award, as detailed in Exhibit "B."
- **4.20 Project Cost Eligibility.** Project costs eligible for State participation will be allowed only from the effective date of this Agreement. It is understood that State participation in eligible Project costs is subject to:
 - **a)** Legislative approval of the Department's appropriation request in the adopted work program year that the Project is scheduled to be committed;
 - **b)** Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
 - c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
 - d) Department approval of the Project scope and budget (Exhibits "A" and "B") at the time appropriation authority becomes available.

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

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4.30 Front End Funding. Front end funding \square is \boxtimes is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred Project costs up to an amount equal to its total share of participation as shown in paragraph 4.10.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project, attached and incorporated into this Agreement as Exhibit "B." The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this Project may be reduced upon determination of the Agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.20 Payment Provisions. Unless otherwise allowed, payment will begin in the year the Project or Project phase is scheduled in the work program as of the date of the Agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records. The Agency shall establish for the Project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", 2 CFR Part 225, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "Project account." Records of costs incurred under terms of this Agreement shall be maintained in the Project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project. The Agency shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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6.30 Documentation of Project Costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

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

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

1. Federal Funded

- a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- **b)** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements. Exhibit A, B, C and D to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F Audit Requirements.

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- iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - **5.** Withhold further Federal awards for the Project or program:
 - **6.** Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

2. State Funded

- a) In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.
- b) The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A, B, C and D to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and

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<u>elects</u> 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 forprofit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

Email: flaudgen localgovt@aud.state.fl.us

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

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- 3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- **6.60 Insurance.** Execution of this Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any Project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

- **7.10 Action by the Agency.** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District <u>One</u> Public Transportation Office <u>801 North Broadway Avenue</u>, <u>Bartow</u>, <u>FL</u>, <u>33830</u>, its requisition on a form or forms prescribed by the Department, and any other data pertaining to the Project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.
- **7.11 Deliverables.** The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.
- **7.12 Invoices.** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A." Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- **7.13 Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.
- **7.14 Travel Expenses.** Invoices for any travel expenses by the Agency shall be submitted in accordance with Section 112.061, Florida Statutes, and shall be submitted on the Department's Contractor *Travel Form No. 300-000-06*. The Department may establish rates lower than the maximum provided in Chapter 112.061. Florida Statutes.
- 7.15 Property Acquisition. For real property acquired, submit:
 - The date the Agency acquired the real property.
 - **b)** A statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
 - c) A statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.
- **7.20 The Department's Obligations.** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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- a) The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b) There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
- c) The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;
- d) There has been any violation of the conflict of interest provisions contained in this Agreement;
- e) The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or
- f) Any federal agency providing federal financial assistance to the Project suspends or terminates federal financial assistance to the Project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."
- **7.30 Disallowed Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the Project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.
- **7.40 Payment Offset.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

- **8.10 Termination or Suspension Generally.** If the Agency abandons or, before completion, finally discontinues the Project; or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.
- **8.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section 8, the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

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

9.00 Audit and Inspection. The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c). The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112.. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects funded under this Agreement. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

10.22 Procurement of Commodities or Contractual Services. It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Chapter 287.057, Florida Statutes. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.20(c).

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

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

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

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

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

- 11.10 Equal Employment Opportunity. In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.
- **11.20 Title VI Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.
- **11.30 Title VIII Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- **11.40 Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.
- **11.50 Prohibited Interests.** The Agency shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
 - **a)** "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
 - b) The Agency shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the

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- Agency by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Agency.
- c) The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.
- **11.60** Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

- **12.10 Environmental Regulations.** Execution of this Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.
- **12.20 Department Not Obligated to Third Parties.** The Department shall not be obligated or liable hereunder to any party other than the Agency.
- **12.30 When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- **12.40 Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.
- **12.50 Bonus or Commission.** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- **12.60 State or Territorial Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- **12.70 Use and Maintenance of Project Facilities and Equipment.** The Agency agrees that the Project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the Project facilities and equipment in good working order for the useful life of said facilities or equipment.
- **12.71 Property Records.** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

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12.80 Disposal of Project Facilities or Equipment. If the Agency disposes of any Project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement. The Agency must remit said proportional amount to the Department within one (1) year after the official date of disposal.

12.90 Contractual Indemnity. To the extent provided by Section 768.28, Florida Statues, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Agency of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications. In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies Project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- **a)** All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- **b)** The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c) The plans are consistent with the intent of the Project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- **d)** The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification. The Agency will certify in writing on or attached to the final invoice, that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the Project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

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

15.20 Multi-Year Commitment. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

16.00 Expiration of Agreement. The Agency agrees to complete the Project on or before <u>December 31, 2020</u>. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 8.00 of this Agreement shall be initiated. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

16.10 Final Invoice. The Agency must submit the final invoice on this Project to the Department within 120 days after the expiration of this Agreement.

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

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

19.00 Restrictions on Lobbying:

19.10 Federal. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

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

- a) The Department has 20 days to deliver a request for payment (voucher) to DFS. The 20 days are measured from the <u>latter</u> of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- b) If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. The 40 days are measured from the Latter of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

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

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

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

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

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

- a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement; and
- b) Shall expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term.

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

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

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

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

AGENCY	DEPARTMENT	
Lakeland Area Mass Transit District AGENCY NAME	DEPARTMENT OF TRANSPORTATION	
SIGNATORY (PRINTED OR TYPED)	John M. Kubler, P.E. TITLE Director of Transportation Development	
SIGNATURE	LEGAL REVIEW, DEPARTMENT OF TRANSPORTATION	5/17/13
TITLE	See attached Encumbrance Form for date of Funding Approval by Comptroller	

Lakeland Area Mass Transit District Financial Project Number: 414063-1-84-04 Contract Number: G0V99 Transit Corridor Development Program

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of	that certain Joint P	articipation Agree	ment between	the State of Florida
Department of Transportation and	akeland Area Mass	Tranist District,	1212 George	Jenkins Boulevard
Lakeland, FL 33815, dated	referen	ced by the above F	inancial Projec	et Number.

PROJECT LOCATION: Polk County, Florida

PROJECT DESCRIPTION: The purpose of this project Agreement is to provide for the Department's participation, through the State Transit Corridor Development Program, in the Agency's eligible administration and management, marketing, maintenance and/or operating expenses of providing public transportation on State Road 37 / South Florida Avenue. This corridor project shall enhance the regional mobility of all citizens and encourage the use of public transportation. This project shall relieve congestion and improve capacity within the State Road 37 / South Florida Avenue corridor.

The Agency is responsible to make progress toward its goals and objectives that are outlined below. Decision points should be established where continuation of certain elements of the project or the entire project can be acted upon.

This project is the largest transit corridor in the Lakeland Area Mass Transit District system with 261,296 rides provided last year alone for route 1/101 and another 19,635 for route 32/33. This corridor stretches all the way from the Lakeland Square Mall to the Carter Street Walmart along South Florida Corridor. Transfer Points include the Lakeland Downtown terminal, The Lake Miriam Shopping Center, Walmart at Imperial Blvd, Gow B. Fields Park and Ride, the Lakeland Square Mall and the Lakeland Park Center. This service provides both traditional fixed route services and ADA demand response. The service runs from 6:15 am through 6:10 pm Monday through Friday and 7:45 am through 4:02 pm on Saturdays. The overall objective of this service is to increase the utilization of public transportation while decreasing congestion along the corridor.

The goals of this service are listed as follows. To increase the high level of yearly ridership for route 1/101 by 10% to 291,215 riders along the Florida Avenue Corridor. To increase the high level of yearly ridership for route 32/33 by 10% to 23,158 riders along the Florida Avenue Corridor. To increase high level of hourly ridership for route 1/101 by 10% to 23 riders an hour. To increase the level of ridership per hour on route 32/33 by 10% to 10 riders an hour. To increase the current number from 13,034.72 by 10% to 14,338 service hours for Polk County residents.

The milestones of this service are listed as follows. An overall increase of ridership by 10% by the end of June 30, 2019. An overall increase in ridership per hour by 10% by the end of June 301, 2019. An overall increase in service hours provided by 10% by the end of June 30, 2019.

The Agency will provide performance measures for each quarter, beginning on the month after this Joint Participation Agreement has been executed. Performance Measures should be in the following format:

Lakeland Area Mass Transit District Financial Project Number: 414063-1-84-04 Contract Number: G0V99 Transit Corridor Development Program

(Agency) Transit Corridor					
		(year)			
Route		Perfor	mance Me	asures	
	1st qtr 2nd qtr 3rd qtr 4th qtr Total				
Ridership					
Ridership/Hour					
Ridership/Mile					
Revenue Hours					
Revenue Miles					
Farebox Revenue					
Average Headway					

The Agency will provide a final report for the Department's review and approved before submission of the final invoice for this project. The report shall include, at a minimum:

- 1. A description of the project's history (including ridership)
- 2. Summarization of its successes
- 3. Problems encountered
- 4. Recommendations for future implementation

SPECIAL CONSIDERATIONS BY AGENCY: The audit report(s) required in paragraph 6.50 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project. State Transit Corridor recipients must have legal authority and fiscal/managerial capability to apply for State assistance. Recipients are required to have sufficient local funds for match requirements.

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

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

Lakeland Area Mass Transit District Financial Project Number: 414063-1-84-04 Contract Number: G0V99 Transit Corridor Development Program

EXHIBIT "B" PROJECT BUDGET (For Transit Multi-Year Projects)

This exhibit forms an integral part of that cert	tain Joint Participation Agreement between the State of Florida,
Department of Transportation and Lakeland A	Area Mass Tranist District, 1212 George Jenkins Boulevard,
Lakeland, FL 33815, dated	referenced by the above Financial Project Number.

Project Estimated and Programmed Budget:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years is based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner: After the Agency has met all program requirements, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when the Agency may incur eligible project cost. This notification must be signed by the agency and returned to the Department. Availability of any funds is subject to legislative approval.

		FY 17/18
Local Funding	50%	\$931,351.00
State Funding	50%	<u>\$931,351.00</u>
	Total	\$1,862,702.00

It is the intent of the Department to participate in the project to the level of Department funding encumbered and consistent with Section 341.052, F.S.

Lakeland Area Mass Transit District Financial Project Number: 414063-1-84-04 Contract Number: G0V99

Transit Corridor Development Program

EXHIBIT "C" (GENERAL - with Safety Requirements)

This exhibit forms an integral part	of that certain Joint Participation Agreement between the State of Florida
Department of Transportation and	Lakeland Area Mass Transit District, 1212 George Jenkins Boulevard
Lakeland, FL 33815 dated	referenced by the above Financial Project Numbers.

REF: Section 341.051 F.S.

Requests for Reimbursement (Invoice Submittals) in accordance with Section 215.422 Florida Statutes and the requirement of Paragraph 20.00 of this Agreement:

1. Required Submittal Format

The Agency shall submit invoices on forms provided by the Department and prepared in accordance with instructions given by the Department. Back-up documentation will include the appropriate items necessary to verify costs incurred and the eligibility of said costs.

Agencies shall submit quarterly Performance Measures in the following format:

(Agency) Transit Corridor					
		(year)			
Route		Perfor	mance Me	asures	
	1st qtr 2nd qtr 3rd qtr 4th qtr Total				
Ridership					
Ridership/Hour					
Ridership/Mile					
Revenue Hours					
Revenue Miles					
Farebox Revenue					
Average Headway					

2. Approval of Submittal

Goods or services received under this agreement shall be approved/disapproved by the Department no later than five (5) working days after receipt, by the District Public Transportation Office, of a properly prepared and submitted invoice. Should the invoice be incomplete or incorrect, the Department shall inform the Agency within five (5) working days of receipt and return the invoice for corrections.

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

Bus Transit System - In accordance with Section 341.061, Florida Statutes, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety

Lakeland Area Mass Transit District Financial Project Number: 414063-1-84-04 Contract Number: G0V99

Transit Corridor Development Program

	_	gram Plan pursuant to Rule Chapter 14 uses operated.	-90, F.A.C., and has performed annual safety inspections of
	Age	ncy shall submit, and the Department spliance with its System Safety Program	accordance with Section 341.061, Florida Statutes, the shall have on file, annual certification by the Agency of n Plan, pursuant to Rule 14-15.017, Florida Administrative
	subn 15.0	nit a certification attesting to the adopt 17, Florida Administrative Code. Price	ance with Section 341.061, Florida Statutes, the Agency shall ion of a System Safety Program Plan pursuant to Rule 14-or to beginning passenger service operations, the Agency shall at the system is safe for passenger service.
Thir	d Party	y Contracts	
	-	ment must approve third party contracted approval is hereby granted for:	acts pursuant to Paragraph 10.10 except that, when checked
	1.	Execution of contracts for matericontract.	als and/or vehicles from a valid state or inter-governmental
	2.		excluding consultant services or construction contracts. The altant and construction contracts and amendments thereto to
	3.	Recurring, renewable, or on-going (25%) change in total dollar amour	operational contracts that have less than a twenty-five percent its from one year to the next.
	4.	Purchase of service contracts where	e the Agency will provide transportation service for a fee.
Requ	uired S	ubmittals	
SUB	MITTA	AL/CERTIFICATION	RESPONSIBILITY
\boxtimes	Proc	curement Requests	Agency
	Safe	ty Compliance	Agency
\boxtimes	Spec	cifications	Agency
	Invo	ices	Agency
	Audi	it Reports	Agency Annually During Life of Project
⊠ (In D		ect Progress Reports ent approved format)	Agency Annually During Life of Project

Lakeland Area Mass Tranist District Financial Project Number: 414063-1-84-04

Contract Number: G0V99

Transit Corridor Development Program

EXHIBIT D

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and <u>Lakeland Area Mass Tranist District</u>, 1212 George Jenkins Boulevard, <u>Lakeland</u>, FL 33815 dated ______ referenced by the above Financial Project Numbers.

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding

Florida Department of Transportation

Agency:

State Project TRANSIT CORRIDOR DEVELOPMENT PROGRAM

Title:

CSFA Number: 55.013

*Award Amount: \$931,351.00

Specific project information for CSFA Number 55.013 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

<u>COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:</u>

State Project Compliance Requirements for CSFA Number 55.013 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

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

^{*}The state award amount may change with supplemental agreements

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 7(c)

Agenda Item: FY 2018-19 Florida Commission for Transportation

Disadvantaged Grant Application for Support Agreement and corresponding Resolution # 18-04

Presenter: David Persaud, CFO

Recommended

Action: Recommend Approval of Grant Submission and

subsequent award for the period of July 1st, 2018 through

June 30th, 2019

Summary: The State Commission for the Transportation

Disadvantaged administers the State Transportation Disadvantaged Trust Fund. The primary purpose of the trust fund is to provide transportation for transportation disadvantaged county residents who have no other means of transportation or are not sponsored for that need by

any other available funding source.

Funding: The total amount of the requested funds is \$33,251.00.

The CTD will fund \$33,251 as a pass-through funds for

required TPO planning services.

Attachments: Grant Agreement and Resolution

AUTHORIZING RESOLUTION #18-04 FOR TRANSPORTATION DISADVANTAGED TRUST FUND

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

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

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

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

DULY PASSED AND ADOPTED THIS 13 DAY OF June, 2018

	Lakeland Area Mass Transit District
	Phillip Walker Typed name of Chairperson
	Signature of Chairperson
ATTEST:	Tim Darby
	BY: Attorney



Transportation Disadvantaged Local Program Administrative Support Grant Application Form

Legal Name	Lakeland Area Mass Transit District			
Federal Employer Identification Number	59-2096281			
Registered Address	1212 George Jenkins			
City and State	Lakeland	Zip Code	33815	
Contact Person for this Grant	Rodney Wetzel	Phone Number Format 111-111-1111	563-327-1330	
E-Mail Address [Required]	rwetzel@ridecitrus.com			
Project Location [County(ies)]	Polk	Proposed Project Start Date	07/01/2018	
	Budget Allocation			
		Grant Amount Reques	sted	33251
		Total Project Amo	punt	\$33,251.00

I, the authorized Grant Recipient Representative, hereby ce true and accurate and is submitted in accordance with the Local Program Administrative Support Grant.	· ·
Signature of Grant Recipient Representative	<u>7/13/2018</u> Date
Name: Tom Phillips	
TitleExecutive Director:	

SAMAS Approp	108846	Fund	TDTF	FM/Job No(s)	43202718401
SAMAS Obj	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No		Vendor No.	59-2096281

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED LOCAL PROGRAM ADMINISTRATIVE SUPPORT AGREEMENT

THIS AGREEMENT, effective as of the 1st day of July 2018 (the "Effective Date"), by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and <u>Lakeland Area Mass Transit District d/b/a Citrus Connection</u>, 1212 George Jenkins Boulevard, <u>Lakeland</u>, Florida, 33815, hereinafter called the Grantee.

WITNESSETH:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to carry out responsibilities of the Commission which includes local program administrative support functions and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide financial assistance to accomplish local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and as further described in this Agreement and in Exhibit(s) <u>A, B, C,</u> attached hereto and by this reference made a part hereof, hereinafter called the Project; and, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

The Coordinator shall accomplish such duties and responsibilities through an agreement with the Commission's approved Designated Official Planning Agency for its respective service area.

- **2.00 Accomplishment of the Project:** The Grantee shall commence, and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.
 - **2.10 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Coordinator to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.
 - **2.20 Funds of the Commission:** The Commission will compensate the Grantee upon receipt and approval of said deliverables, not to exceed the estimated project cost as further defined herein.

- **2.30 Submission of Proceedings, Contracts and Other Documents and Products:** The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial and operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.
- **3.00 Total Project Cost:** The total estimated cost of the Project is \$<u>33,251.00</u>. This amount is based upon the budget summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.
- **4.00 Commission Participation:** The Commission agrees to maximum participation, in the Project in the amount of \$33,251.00 as detailed in Exhibit B.
 - **4.10 Eligible Costs:** Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake local program administrative support activities, as defined in Exhibit A.
 - **4.20 Eligible Project Expenditures:** Project expenditures eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:
 - a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast:
 - b) Availability of funds as stated in Section 12.00 of this Agreement;
 - c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available; and
 - d) Submission of all certifications, invoices, detailed supporting documents or other obligating documents and all other terms of this agreement.
 - **4.30 Front End Funding and Retainage:** Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. This is a lump sum – percent complete grant to accomplish the tasks identified in the law, rule, and the grant. It is not subject to adjustment due to the actual cost experience of the recipient in the performance of the grant agreement. The amount paid is based on the weighted value of the tasks and deliverables listed in Exhibits A and B that have been accomplished for the invoiced period. Prior to payment, the tasks performed and deliverables are subject to review and acceptance by the Commission. The criteria for acceptance of completed tasks and

deliverables are based on the most recent regulations, guidelines or directives related to the particular task and deliverable.

5.20 Schedule of Disbursements: The Grantee shall be paid on a quarterly basis based on the satisfactory performance of each task detailed in Exhibit A.

6.00 Accounting Records and Audits:

- **6.10 Establishment and Maintenance of Accounting Records:** The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such financing accounts are referred to herein collectively as the "Project Account". The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.
- **6.20 Funds Received or Made Available for The Project**: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds". The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.
- **6.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.
- **6.40 Documentation of Project Deliverables:** The Grantee shall provide sufficient detailed documentation for each deliverable to allow an audit trail to ensure that the tasks accomplished or deliverables completed in acceptable form to the Commission were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.
- **6.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the

Project shall be clearly identified, readily accessible, within the Grantees existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents. TD Local Program Administrative Support Grant Agreement 2018/19 Page 4 of 20

6.60 Audits:

- 1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.
- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS), the State Auditor General and, the State Inspector General.
- b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
 - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and forprofit organizations), Rules of the Auditor General.

- iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must audit exemption statement the Department provide single to FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

Email: flaudgen_localgovt@aud.state.fl.us

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

- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.
- **6.70 Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, deliverables, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.
- **7.00 Compensation and Payments:** In order to obtain any Commission funds, the Grantee shall:
 - **7.10 File with the Commission for the Transportation Disadvantaged,** 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450 its invoice on form or forms prescribed by the Commission, and such other data and deliverables pertaining to the Project as listed in Exhibit A hereof, as the Commission may require, to justify and support the invoices as specified in the Commission's Grant Agreement/Contract Invoicing Procedures.
 - **7.11** Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.
 - **7.12** Financial Consequence: Payment shall not be made to the Grantee unless tasks have been completed and back up documentation as requested is provided to the Commission. The project must be completed no later than June 30, 2019.
 - **7.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project if:
 - **7.21 Misrepresentation:** The Grantee has made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document of data or certification furnished therewith or pursuant hereto;
 - **7.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;
 - **7.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

- **7.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;
- **7.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this Agreement and has been unable to resolve compliance issues once notified by the Commission; or
- **7.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.
- **7.30 Invoices for Deliverables:** Invoices for deliverables pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2, 60A-1, and 69, Florida Administrative Code, is met. The Commission shall pay the Grantee for the satisfactory performance of each task as outlined in Exhibit A on a quarterly basis.
- **7.40 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

- **8.10 Termination or Suspension Generally:** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 7.20 hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.
- **8.20 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan,

and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: The Commission reserves the right to unilaterally cancel this Agreement for failure by the Grantee to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

9.20 Title VI - Civil Rights Act of 1964: The Grantee will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice, and the assurance by the Agency pursuant thereto.

9.30 Prohibited Interests:

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

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

to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

- **9.33 Solicitations:** No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.
- **9.34 Former Employees Contractual Services:** Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity about any contract for contractual services which was within his or her responsibility while an employee.
- **9.35 Former Employees Consulting Services:** The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

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

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

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

- **9.40 Non-discrimination of Persons With Disabilities:** The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as it may be amended from time to time.
- **9.50 Lobbying Prohibition:** No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues.

The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

- **9.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- **9.70 Homeland Security**: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
- 1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
- 2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

10.00 Miscellaneous Provisions:

- **10.10 Environmental Pollution:** Not applicable.
- **10.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.
- **10.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.
- **10.40 How Contract Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement

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

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

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

10.70 Venue: This agreement shall be governed by and construed in accordance with the law of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

11.00 Contractual Indemnity: It is not intended by any of the provision 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 Grantee guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agreements to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee 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 Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

- **12.00 Appropriation of Funds:** The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.
- **13.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before <u>June 30, 2019</u>. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this Section, completion of project is defined as the latest date by which all required tasks have been completed, as provided in the project description defined in Exhibit A. Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2019.
- **14.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- **15.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- **16.00 Vendors and Subcontractors Rights:** Vendors (in this document identified as Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty 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 Grantee. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices that have to be returned to a Grantee because of Grantee preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516. Vendors may also contact the Department of Financial Services Consumer Hotline at 1-800-342-2762.

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

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

18.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of, though not necessarily executed on, the Effective Date.

GRANTEE	: LAKELAND AREA MASS
TRANSIT	DISTRICT D/B/A CITRUS
CONNECT	ION,

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY:	BY:	
TITLE:	TITLE: Executive Director (Commission Designee)	

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

EXHIBIT A PROJECT DESCRIPTION AND RESPONSIBILITIES:

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

I. PROJECT LOCATION: Polk County(ies)

II. PROJECT DESCRIPTION: This project provides for the accomplishment of the local program administrative support duties and responsibilities as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. The Grantee shall accomplish such duties and responsibilities through an agreement with the Commission's approved Designated Official Planning Agency for its respective service area. The project period will begin on the date of this agreement and will end on the date indicated in Section 13.00 hereof. Specific required tasks are as follows:

TASK 1: Weighted value = 17%

Jointly develop and annually update the Transportation Disadvantaged Service Plan (TDSP) with the community transportation coordinator (CTC) and the Local Coordinating Board (LCB).

Deliverable: Complete initial TDSP or annual updates. Must be approved by the LCB no later than June 30th of the current grant cycle.

TASK 2: Weighted value = 48%

Organize and provide staff support and related resources for at least four (4) LCB meetings per year, holding one meeting during each quarter. Exceptions to reschedule meeting(s) outside of a quarter due to the imminent threat of a natural disaster may be granted by the Commission.

Provide staff support for committees of the LCB.

Provide program orientation and training for newly appointed LCB members.

Provide public notice of LCB meetings in accordance with the most recent LCB and Planning Agency Operating Guidelines.

LCB meetings will be held in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines and will include at least the following:

- 1. Agendas for LCB meetings. Agenda should include action items, informational items and an opportunity for public comment.
- 2. Official minutes of LCB meetings and committee meetings (regardless of a quorum). A copy will be submitted along with the quarterly report to the Commission. Minutes will at least be in the

- form of a brief summary of basic points, discussions, decisions, and recommendations. Records of all meetings shall be kept for at least five years.
- 3. A current full and active membership of voting and non-voting members to the LCB. Any time there is a change in the membership, provide the Commission with a current membership roster and mailing list of LCB members.
- 4. A report of the LCB membership's attendance at the LCB meeting held during this grant period. This would not include committee meetings.

Deliverable: LCB Meeting agendas; minutes; membership roster; attendance report; training notification.

TASK 3: Weighted value = 5%

Provide at least one public workshop annually by each LCB, and assist the Commission, as requested, in co-sponsoring public workshops. This public workshop <u>must</u> be held <u>separately</u> from the LCB meeting. It may, however, be held on the same day as the scheduled LCB meeting. It could be held immediately following or prior to the LCB meeting.

Deliverable: Public workshop agenda and minutes of related workshop only. The agenda and minutes must be separate documents and cannot be included in the LCB meeting agenda and minutes, if held on the same day. Minutes may reflect "no comments received" if none were made.

TASK 4: Weighted value = 5%

Develop and annually update by-laws for LCB approval.

Deliverable: Copy of LCB approved by-laws with date of update noted on cover page and signature of LCB Chair or designee.

TASK 5: Weighted value = 5%

Develop, annually update, and implement LCB grievance procedures in accordance with the Commission's most recent LCB and Planning Agency Operating Guidelines. Procedures shall include a step within the local complaint and/or grievance procedure that advises a dissatisfied person about the Commission's Ombudsman Program.

Deliverable: Copy of LCB approved Grievance Procedures with date of update noted on cover page.

TASK 6: Weighted value = 5%

Review and comment on the Annual Operating Report (AOR) for submittal to the LCB, and forward comments/concerns to the Commission.

Deliverable: Cover Page of AOR, signed by CTC representative and LCB Chair.

TASK 7: Weighted value = 5%

Research and complete the Actual Expenditures Report (AER) for direct federal and local government transportation funds to the Commission no later than September 15th. Complete the AER, using the Commission approved form.

Deliverable: Completed AER in accordance with the most recent Commission's AER instructions.

TD Local Program Administrative Support Grant Agreement 2018/19 Form Rev. 06/04/2018

TASK 8: Weighted value = 5%

Complete quarterly progress reports addressing local program administrative support accomplishments for the local transportation disadvantaged program as well as grant deliverables; including but not limited to, consultant contracts, special studies, and marketing efforts.

Deliverable: Complete Quarterly Progress Reports submitted with invoices. Quarterly Report must be signed by planning agency representative. Electronic signatures are acceptable.

TASK 9: Weighted value = 5%

Planning agency staff shall attend at least one Commission sponsored training, including but not limited to, the Commission's regional meetings or annual training workshop.

Deliverable: Documentation related to attendance at such event(s); including but not limited to sign in sheets.

III. Special Considerations by Agency:

Not Applicable

IV. Special Considerations by Commission:

Not Applicable

TD Local Program Administrative Support Grant Agreement 2018/19 Form Rev. 06/04/2018 Polk

FM/JOB No(s).	43202718401
CONTRACT NO.	
AGREEMENT	July 1, 2018
EFFECTIVE DATE	

EXHIBIT B PROJECT BUDGET AND CASHFLOW

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

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible deliverables as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. For the required services, compensation shall be the total maximum limiting amount of \$33,251.00 for related program administrative support services in Polk County(ies)

T1. 4	170/	#E CEO CE
Task 1	17%	\$5,652.67
Task 2	48%	\$15,960.48
Task 3	5%	\$1,662.55
Task 4	5%	\$1,662.55
Task 5	5%	\$1,662.55
Task 6	5%	\$1,662.55
Task 7	5%	\$1,662.55
Task 8	5%	\$1,662.55
Task 9	5%	\$1,662.55
TOTAL:	100%	\$33,251.00

II. SOURCE OF FUNDS

Commission for the Transportation Disadvantaged State Funds (100%)

\$33,251.00

Total Project Cost

\$33,251.00

III. CASH FLOW — Not applicable. Grantee will be paid based on satisfactory performance of each task detailed in Exhibit A.

Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May June FY 18/19

FM/JOB No(s).	43202718401
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AGREEMENT	July 1, 2018
EFFECTIVE DATE	

EXHIBIT C

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Commission for the Transportation Disadvantaged/Florida Department

of Transportation

State Project Title: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

(CTD)

TRIP AND EQUIPMENT AND ADMINISTATIVE SUPPORT GRANTS

PROGRAM

CSFA Number: 55.001 ***Award Amount:** \$33,251.00

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

<u>COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:</u>

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

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

^{*}The state award amount may change with supplemental agreements

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 8

Agenda Item: Non responses to Citizens Advisory Council

Presenter: Erin Killebrew

Recommended

Action: Informational

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING 13 JUNE, 2018 AGENDA ITEM # 9

Agenda Item: Para Transit Supervisor

Presenter: Aaron Dunn, Director of Para Transit

Recommended

Action: Approval of Para Transit Supervisor Position

Summary: Currently, Citrus Connection is delivering Transportation

Disadvantaged services with 3 road supervisors over 168 hours of weekly service. Additionally, the supervisor-to-operator ratio utilized to deliver Transportation Disadvantaged services is 1:12. These challenges have been exacerbated by the expansion of services through the provision of county-wide meal site transportation beginning in January of 2018. In order to overcome this gap in available supervisory support, the Para Transit Department is requesting an additional supervisor

position.

Funding: Funding for this position is available beginning July 1st, 2018

via the 2018/2019 Transportation Disadvantaged trip and equipment grant (pending board approval). The total Budget for the 2018/19 grant year is \$1,444,880 (pending board approval), which is a \$214,182 funding increase. These increased funds have been authorized by the state to utilize for an additional supervisory position via the May 2018 Local Coordinating

Board (LCB) approval of the 2018/19 comprehensive budget

and rate model which included the additional position.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 10 (a)

Agenda Item: KSI – Board Retreat Follow-Up

Presenter: Steve Schaible

Recommended

Action: Informational

2018 EMPLOYEE ENGAGEMENT SURVEY

In April 2018, Citrus Connection conducted an employee engagement survey and the results were compared to the 2016 Employee Engagement survey. There were five (5) questions on the recent engagement survey where there was a decline in satisfaction among employees. During May 2018, Senior Leadership met with their respective departments to discuss the five (5) questions where there was a noted decline in employee satisfaction. Senior Leadership met with their departmental employees and presented the employees with an opportunity to suggest improvements on the five (5) questions. Senior Leadership would tabulate the results and forward to Human Resources. Below is a brief summary of Citrus Connection feedback on the five (5) questions.

1. My opinions are respectfully listened to at work? "How can we improve in this area so that your opinions are listened to work"?

Responses ranged from no problem to several suggestions on being listened to at work. Among the stronger themes that were suggested on being respectfully listened to at work included; regular team meetings, regular one-on-one meetings, suggestion box, supervisor listening skills.

2. The general morale of the staff in my work area is good? "How can we improve morale in your work area"?

Responses ranged from morale was good (no problem) to suggestions on how moral could improve. Among the stronger themes for improving general morale included; more leadership field presence, staff meetings, exchanging pleasantries, increased training and more recognition.

3. My job provides me with learning opportunities to allow me to grow professionally? "How can we improve professional learning opportunities"?

Responses ranged from satisfied with learning/training opportunities to suggestions on how learning could improve. Among the stronger themes for improving learning opportunities included; cross training, accelerate current training, increase training opportunities, bring back tuition reimbursement.

4. Citrus Connection has consistent work practices? "How can we improve so we have consistent work practices"?

Responses were wide ranging from no need to change anything to several suggestions for improving consistent work practices. Among those suggestions, there were strong themes around the following; all departments adhere to same work rules, need consistency, creating Departmental SOP, hold people accountable, get everyone on the same page, and quarterly meetings.

5. In my opinion it feels like everyone at the Citrus Connection is on the same team? "How can we create the feeling of one team"?

Responses were wide ranging from great teamwork to ideas to improve the perceptions we are on the same team. These suggestions included joint inter-departmental social activities, quarterly meetings, more location inclusion, monthly employee meetings, have one break room at the main office.

TWO TIERED PROPOSAL

Departmental leadership was involved in gathering and analysis of the survey follow up questions in May and have a better understanding of their specific departmental employee concerns. The first tier is allowing individual department heads and departmental leadership to understand the concerns of their functional area and begin to work on a plan to improve employee satisfaction. As an example, Fixed Route and Para Transit identified a lack of learning opportunities while Government Relations and Finance reflected adequate learning opportunities.

Some of the themes identified in the survey responses cannot be improved by the efforts of the individual department leadership by itself. Examples of this is increased inter-departmental communication, which was a strong indicator- but a solo department is unable to resolve alone. Therefore, the proposed second tier to address issues beyond a specific department is utilizing greater communication through the Executive Office and Senior Leadership. The use of weekly Citrus Connection TV (CCTV) to communicate weekly updates to employees, quarterly employee meetings and more presence in the field locations will enhance this communication.

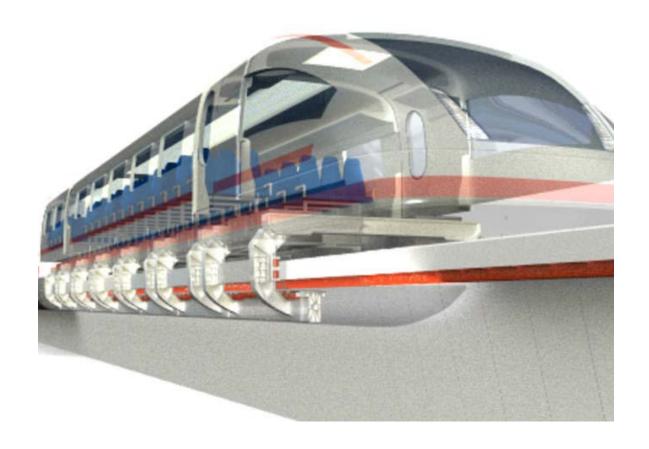
LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 10(b)

Agenda Item: KSI – Board Retreat Follow-Up

Presenter: Joe Cheney

Recommended

Action: Informational



Technology and Transportation

Joe Cheney

Electric Golf Cart 13 Passenger + Driver











operations currently running in Babcock Ranch; a master planned development near

the Future of Mobility

Ft. Myers, and in a pilot for the Jacksonville Transportation Authority focused on demonstrating the feasibility of AV technology for their planned "Ultimate Urban Circulator" (U2C) project. In Babcock Ranch, Transdev has partnered with developer Kitson and Partners to develop a fleet of autonomous vehicles for on-demand use in and around the planned town of 50,000 residents to reduce dependency on multiplecar homes.

RELATED: Q&A with JTA CEO Nathaniel P. Ford Sr.

Transdev understands the future potential of AVs and the company is actively pursuing optimal ways to integrate them with public transportation, bring value to clients, and enhance the passenger experience.

Florida Department of Transportation Tags: autonomous shuttles autonomous vehicles Gainesville Regional Transit System Transdev University of Florida

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Lyft app upgrade improves shared rides, integrates with cities, transit

The first two integrations are with Calif.'s Transportation Authority of Marin and the Big Blue Bus in Santa Monica.



Bestmile joins Renovo's automated mobility ecosystem

AWare OS allows diverse mobility technologies to work together to enable automated vehicles to operate safely and efficiently.



Prague subway installs ten new Bitcoin ATMs

The machines, built by Czech Republic-based firm, General Bytes, combine for a total of 46 cryptocurrency ATMs in the country.



Apple, VW reportedly sign deal for driverless vehicles The agreement is part of an internal Apple program called

"Project Titan," which started in 2015 as an effort to build an electric vehicle.

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New MIMO antenna for transit







National Highway Traffic Safety Administration Five Eras of Safety

1950 - 2000

Safety/Convenience Features Cruise Control Seat Belts Antilock Brakes

2000 - 2010

Advanced Safety Features Electronic Stability Control Blind Spot Detection Forward Collision Warning Lane Departure Warning

2010 - 2016

Advanced Driver Assistance Features
Rearview Video Systems
Automatic Emergency Braking
Pedestrian Automatic Emergency Braking
Rear Automatic Emergency Braking
Rear Cross Traffic Alert
Lane Centering Assist

2016 - 2025

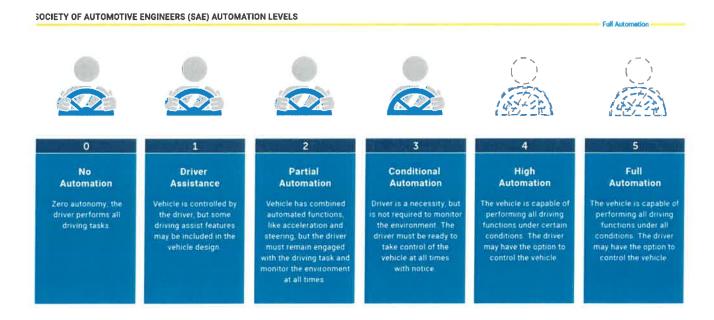
Partially Automated Safety Features Lane keeping assist Adaptive cruise control Traffic jam assist Self-park

2025+

Fully Automated Safety Features Highway autopilot

The Road to Full Automation

Fully autonomous cars and trucks that drive us instead of us driving them will become a reality. These self-driving vehicles ultimately will integrate onto U.S. roadways by progressing through six levels of driver assistance technology advancements in the coming years. This includes everything from no automation (where a fully engaged driver is required at all times), to full autonomy (where an automated vehicle operates independently, without a human driver)..



The Topic

Benefits

What does this mean for you as a driver?

Plain language description of the SAE levels of automation

Levels of Automation

Who does what, when

Level 0

The human driver does all the driving.

Level 1	An advanced driver assistance system (ADAS) on the vehicle can sometimes assist the human driver with either steering or braking/accelerating, but not both simultaneously.
Level 2	An advanced driver assistance system (ADAS) on the vehicle can itself actually control both steering and braking/accelerating simultaneously under some circumstances. The human driver must continue to pay full attention ("monitor the driving environment") at all times and perform the rest of the driving task.
Level 3	An Automated Driving System (ADS) on the vehicle can itself perform all aspects of the driving task under some circumstances. In those circumstances, the human driver must be ready to take back control at any time when the ADS requests the human driver to do so. In all other circumstances, the human driver performs the driving task.
Level 4	An Automated Driving System (ADS) on the vehicle can itself perform all driving tasks and monitor the driving environment – essentially, do all the driving – in certain circumstances. The human need not pay attention in those circumstances.
Level 5	An Automated Driving System (ADS) on the vehicle can do all the driving in all circumstances. The human occupants are just passengers and need never be involved in driving.

Benefits of Automation Safety

The safety benefits of automated vehicles are paramount. Automated vehicles' potential to save lives and reduce injuries is rooted in one critical and tragic fact: 94 percent of serious crashes are due to human error. Automated vehicles have the potential to remove human error from the crash equation, which will help protect drivers and passengers, as well as bicyclists and pedestrians. When you consider more than 35,092 people died in motor vehicle-related crashes in the U.S. in 2015, you begin to grasp the lifesaving benefits of driver assistance technologies.

Fconomic and Societal Benefits

Automated vehicles could deliver additional economic and additional societal benefits. A NHTSA study showed motor vehicle crashes in 2010 cost \$242 billion in economic activity, including \$57.6 billion in lost workplace productivity, and \$594 billion due to loss of life and decreased quality of life due to injuries. Eliminating the vast majority of motor vehicle crashes could erase these costs.

Efficiency and Convenience

Roads filled with automated vehicles could also cooperate to smooth traffic flow and reduce traffic congestion. Americans spent an estimated 6.9 billion hours in traffic delays in 2014, cutting into time at work or with family, increasing fuel costs and vehicle emission. With

automated vehicles, the time and money spent commuting could be put to better use. A recent study stated that automated vehicles could free up as much as 50 minutes each day that had previously been dedicated to driving.

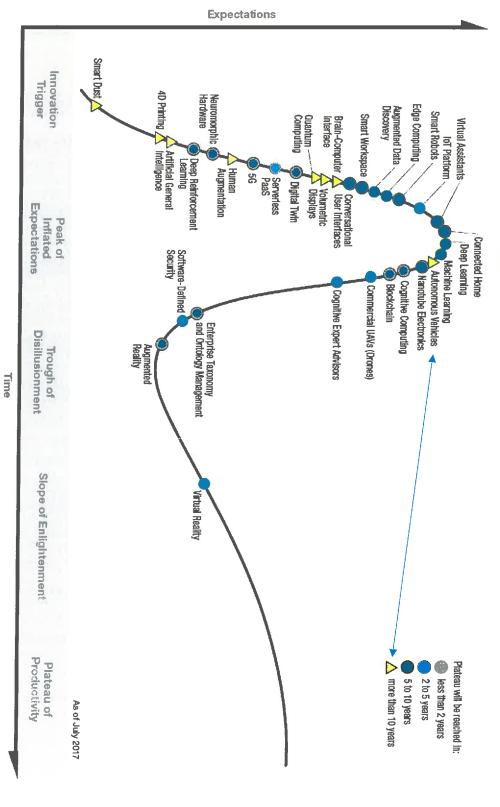
Mobility

While its full societal benefits are difficult to project, the transformative potential of automated vehicles and their driver assistance features can also be understood by reviewing U.S. demographics and the communities these technologies could help to support.

For example, automated vehicles may also provide new mobility options to millions more Americans. Today there are 49 million Americans over age 65 and 53 million people have some form of disability.

In many places across the country employment or independent living rests on the ability to drive. Automated vehicles could extend that kind of freedom to millions more. One study suggests that automated vehicles could create new employment opportunities for approximately 2 million people with disabilities.

Gartner Hype Cycle for Emerging Technologies, 2017

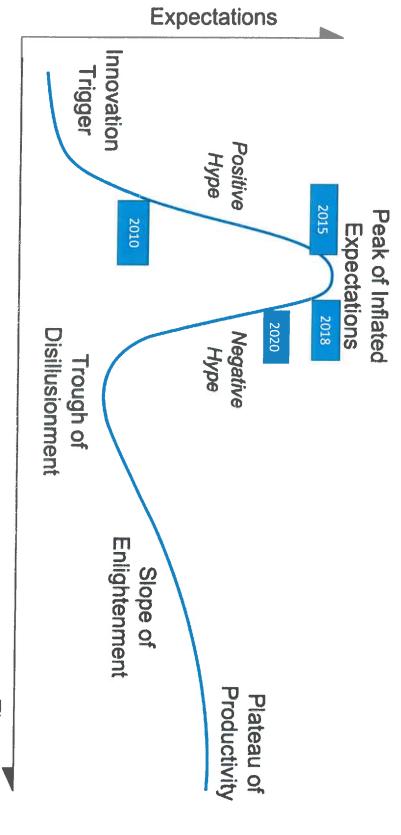


gartner.com/SmarterWithGartner

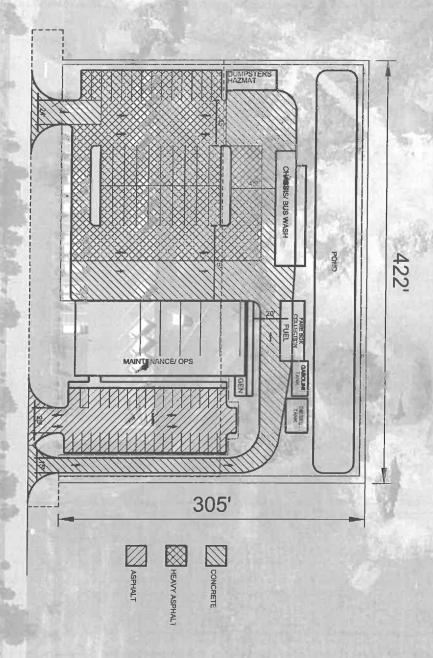
Source: Gartner (July 2017) © 2017 Gartner, Inc. and/or its affiliates. All rights reserved.



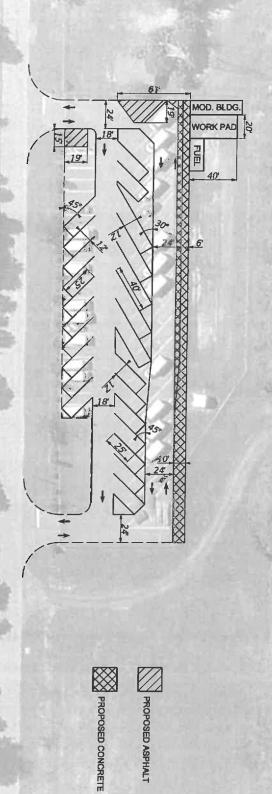
GARTNER EMERGING TECHNOLOGY HYPE CYCLE AUTONOMOUS VEHICLES



Time



PRELIMINARY CONCEPT SITE PLAN - OPTION 5 3.0 AC.



CITRUS CONNECTIONS EAST COUNTY FACILITY PRELIMINARY CONCEPT - ALT WORK PAD LOC. W/ EXIST. PARKING LOT

Technology	CIP Cost	Annual Cost
Modem Upgrade		
The current Modems in all of vehicles are built with 3G technology. This		
technology will no longer be supported after 12/31/2019. The sunseting o	f	1
this technology will require an upgrade for all vehicle equipment. In		
addition to upgrading based on technology, we need to upgrade based on		
the expansion of our use of technology so that we may connect additional		
systems to the modem and communicate with them.		
Price quoted was \$217,868 with AVAIL performing the installation.		
or \$169,300 with Citrus doing the installation		
add \$10,000 for additional FM Vehicles that would be added		
This price assumes Citrus will install and add 8 more units for FM		
	\$180,000.00	
Pre-Trip Reporting		
This system allows for reporting the condition of the vehicle through the	1	
MDT onboard the bus. (2 yr Support Cost = \$3,379) (the intial cost for set		
up contains a 1 yr support cost)		
Printing Cost for Pre-Trip forms would be the offsetting cost		
	\$24,074.00	\$1,689.50
Vehicle Health Monitoring		
This system connects to the CAN Network onboard the Fixed Rout Buses] [
and will report when periodically and when trouble lights indicate a		
problem on board.	1	
Price is discounted to \$74,479 is complete with modem upgrade and		
includes the additional 2 yr support.	\$102,871.00	\$2,674.00
Public WiFi		. ,
Set up and configuration of 88 vehicles	\$4,384.00	
Web Content Management		
This option would have the vender take the responsibility of developing		
and managing the opening Web Page for the WiFi Access page.		
Price quoted was 3 yrs @ \$7,275 = \$21,825.00		
	\$7,275.00	\$7,275.00
Cellular Data-Public WiFi & AVL System	Ţ.,Z.	7.7273.00
Price Quoted was 3 yrs @ \$109,200 = \$327,600	1	
Current cost of Data Plan ="	\$109,200.00	\$109,200.00
Installation of WiFi Charging Stations	\$103,200.00	7105,200.00
Single Charging Station to be installed on each bus with 4-USB outlets.		
Estimated cost per bus \$110.00 x 42 buses= \$4,620	\$4,620.00	
Video Surveillance Systems	7-7,020.00	
Currently we operate 6 different models of Video Surveillence systems.	1	
This project will upgrade DVR, Cameras and connect the DVR to the		
modem for remote monitoring and review.		
Proof of concept bus will be available in January 2019	TDD	
1. 1001 of concept bus will be available ill January 2019	TBD	

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 11(a)

Agenda Item: Annexation Petition: Tiger Concrete & Screed, LLC.

Presenter: Tim Darby

Recommended

Action: Approval

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 11(b)

Agenda Item: Contract Extension between Lakeland Area Mass Transit District and the City of Lakeland for Transit Services

Presenter: Tim Darby

Recommended

Action: Approval

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 11(c)

Agenda Item: Memorandum of Understanding between Lakeland Area Mass Transit District and the Lakeland Community Redevelopment Agency (LCRA)

Presenter: Tim Darby

Recommended

Action: Approval

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM # 12

Agenda Item: Motel Residency and Crime Correlation

Presenter: Alex Durham

Recommended

Action: Informational

Summary: A lack of resources for the city's homeless can often lead to further societal problems.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #13(a)

Agenda Item: Agency Update(s)

Presenter: Tom Phillips, Executive Director

Recommended

Action: Informational

Summary: Executive update(s) on District matters.

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #14(a)

Agenda Item: February Executive Calendar

Presenter: Tom Phillips, Executive Director

Recommended

Action: Informational

Attachment: February Calendar

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #14(b)

Agenda Item: Ridership Report

Presenter: Tom Phillips

Recommended

Action: Information only

Summary: Year to date ridership information for the entire system

including LAMTD, Winter Haven, Rural and Demand

Response

Attachments: Ridership Report.

UAP Ridership Totals 2017		LAMTD	WHAT	Total
	April	13,459	9,626	23,085
	May	12,060	8,038	20,098
UAP Ridership 2017		LAMTD	WHAT	Total
Polk State College				
	April	2,254	1,154	3,408
	May	1,294	597	1,891
LEGOLAND				
	April	159	1,477	1,636
	May	193	1,564	1,758
South Eastern University				
	April	275	18	293
	May	188	13	201
COLTS				
	April	2,110	1,582	3,692
	May	1,550	931	2,481
Veterans				
	April	3,039	1,093	4,132
	May	3,285	1,198	4,483
Southern Technical College				
	April	66	125	191
	May	127	111	238
Central Florida Healthcare				
	April	1,305	530	1,835
	May	1,494	554	2,048
New Beginnings High School				
	April	1,682	3,312	4,994
	May	1,544	2,621	4,165
Spectrum (Peace River)				
	April	2,569	435	3,004
	May	2,385	449	2,834

LAKELAND AREA MASS TRANSIT DISTRICT BOARD OF DIRECTORS MEETING JUNE 13, 2018 AGENDA ITEM #15

Agenda Item: Other Business

Presenter: TBD

Recommended

Action: None

Summary: