

LAKELAND AREA MASS TRANSIT DISTRICT
SPECIAL MEETING
City of Lakeland, City Commissioner Meeting Room, 228 S. Massachusetts Blvd
Friday, October 26, 2018, at 7:30 a.m.

Call to Order	<u>Action Required</u>
1. Approval of Minutes	
a. September 12, 2018 LAMTD Board Minutes	Approval
b. September 5, 2018 Public Hearing Minutes	Approval
c. September 21, 2018 Public Hearing Minuets	Approval
2. Public Comments	TBD
3. Legal / Tim Darby	
a. Universal Access Program – Legoland	Approval
b. CRA Agreement	Approval
c. Service Agreements for Polk County Municipalities	Approval
d. BOCC Master Agreement Attachment A	Approval
4. Operations / William Knieriem	
a. Elimination of Frostproof service and RTE 35 adjustments	Approval
5. Human Resources / Steve Schaible	
a. Drug and Alcohol Screening Policy	Approval
Adjournment	

LAKELAND AREA MASS TRANSIT DISTRICT
SPECIAL MEETING
OCTOBER 26, 2018
AGENDA ITEM #1a

Agenda Item: Approval of the September 12, 2018 LAMTD Board Minutes

Presenter: James Phillips

Recommended
Action: Board approval of the September 12, 2018 LAMTD Board Minutes

Attachments: September 12, 2018 LAMTD Board Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
1212 George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, September 12, 2018, at 12:00 p.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: James Phillips

Call to Order

12:01 p.m. By Vice-Chairman John Hall

Agenda Item #1 – Approval of the Minutes

Approval request for the approval of the August 08, 2018 LAMTD Board of Director meeting minutes.

“Approval of August 08, 2018 Board of Directors Meeting Minutes”

1st George Lindsey/ 2nd Bill Mutz

MOTION CARRIED UNANIMOUSLY

Agenda Item #2 – Public Comments

None

Agenda Item #3 – Kevin Hawthorne / Rick Spangler

Video highlighting how crucial how some of our most valued volunteers assist with the Citrus Connection.

Agenda Item #4 – Presentation from Avail / Rick Spangler

Video highlighting how crucial it is for some of Lakeland’s citizens to utilize transit.

Agenda Item #5 - Finance / David Persaud, CFO

a. LAMTD Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date July 31, 2018
FY 2017-2018

Year to Date July 31, 2018

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	83%	\$8,647,533	\$8,429,002	97%	\$10.4 Million

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BOARD OF DIRECTORS MEETING
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Wednesday, September 12, 2018, at 12:00 p.m.

Expenses YTD	83%	\$8,647,533	\$7,365,245	85%	\$10.4 Million
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REVENUES:

The total revenues realized year-to-date through July 31, 2018 totaled \$8.4 million or 97% of the YTD budget.

- Farebox revenues reflect \$544,908 or 98% of budgeted revenues through July 31, 2018.
- Contract revenues totaled \$125,120 or 77 % of the budgeted revenues for UAP (Universal Access Passes).
- Other Contract Revenues totaled \$133,551 or 55% 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 \$4.45 million or 101% 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 \$216,540.
- 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. The year-to-date revenues totaled \$2.16 million or 84%.
- In March 2018, the FTA has approved drawing 50% of the FTA Operating Grants and then the remaining 50% was released. The District has begun the draws for the grants.
- Advertising income totaled \$125,256 over the budget.
- The Support cost reimbursement revenue totaled \$356,670 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
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
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Wednesday, September 12, 2018, at 12:00 p.m.
FY 2017-2018

EXPENSES:

The total expenses year-to-date through July 31, 2018 totaled \$7.4 million or 85% of the YTD budget.

- Salaries and benefits represent 64% of the FY 2017-2018 budget. As of July 31, 2018, these expenses totaled \$5.1 million or 92% of the budget of \$5.5 million and is under budget.
- Professional and Technical Services expenses totaled \$231,190 of the YTD budget; a favorable variance.
- Other services expenses totaled \$90,560 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$461,345 YTD, under budget.
- Materials and supplies totaled \$628,405 over budget by \$39,000. 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 \$40,000 is due to the Property Tax Commission.

Other remaining expenses are under the YTD budget through July 31, 2018

CHANGE IN FINANCIAL CONDITION

Based on the year-to-date budget-to-actual variances through July 31st the financials reflect a favorable actual variance of \$1.1 million with 83% of the fiscal year.

STATISTICAL TRENDS LAST FIVE YEARS AUDITED FINANCIAL STATEMENTS

	9/30/17	9/30/16	9/30/15	9/30/14	9/30/13
* 1. Farebox Recovery Ratio (All modes)	10.04%	13.95%	25.50%	23.08%	25.16%
2. Cost per revenue hour	\$106.94	\$104.76	\$89.45	\$86.29	\$83.84
3. Revenue Hours	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
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
1212 George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, September 12, 2018, at 12:00 p.m.

LAKELAND AREA MASS TRANSIT DISTRICT

FY 2018

MONTHLY FINANCIAL STATEMENT

MONTH OF Jul 2018

		Month				YTD				Approved Annual Budget
		Actual	Budget	Variance		Actual	Budget	Variance		
				\$'s	%			\$'s	%	
REVENUES: Account										
R4	Farebox/Pass Sales	\$ 47,243	\$ 55,833	\$ (8,590)	-15%	\$ 544,908	\$ 558,333	\$ (13,425)	-2%	\$ 670,000
R6	Contract Income (UAP)	\$ 16,121	\$ 16,250	\$ (129)	-1%	\$ 125,120	\$ 162,500	\$ (37,381)	-23%	\$ 195,000
R3	Other Contract Revenue	\$ -	\$ 24,453	\$ (24,453)	-100%	\$ 133,551	\$ 244,533	\$ (110,983)	-45%	\$ 293,440
R5	Miscellaneous Income	\$ 740	\$ 1,050	\$ (311)	-30%	\$ 42,573	\$ 10,500	\$ 32,073	305%	\$ 12,600
R7	Advertising Revenue	\$ 16,384	\$ 11,000	\$ 5,384	49%	\$ 125,256	\$ 110,000	\$ 15,256	14%	\$ 132,000
R8	Investment/Interest Income (net)	\$ 12,973	\$ 1,667	\$ 11,306	678%	\$ 108,628	\$ 16,667	\$ 91,962	552%	\$ 20,000
R9	Ad Valorem Income, net	\$ 2,945	\$ 365,197	\$ (362,251)	-99%	\$ 4,450,599	\$ 3,651,967	\$ 798,632	22%	\$ 4,382,360
R10	FDOT Operating Grant	\$ 89,726	\$ 124,429	\$ (34,703)	-28%	\$ 216,540	\$ 1,244,292	\$ (1,027,752)	-83%	\$ 1,493,150
R11	Federal Operating Grant	\$ 1,037,264	\$ 212,804	\$ 824,460	387%	\$ 2,155,340	\$ 2,128,042	\$ 27,298	1%	\$ 2,553,650
R13	Cost Recovery	\$ 706	\$ 417	\$ 290	70%	\$ 76,281	\$ 4,167	\$ 72,114	1731%	\$ 5,000
R17	City of Lakeland	\$ -	\$ 12,583	\$ (12,583)	-100%	\$ 79,106	\$ 125,833	\$ (46,727)	-37%	\$ 151,000
R1	Bartow Express	\$ 14,434	\$ 3,274	\$ 11,160	341%	\$ 14,434	\$ 32,742	\$ (18,308)	-56%	\$ 39,290
R2	PCTS - Support Cost Reimb.	\$ 35,667	\$ 35,796	\$ (129)	0%	\$ 356,667	\$ 357,958	\$ (1,292)	0%	\$ 429,550
	Reserve									
TOTAL REVENUES		\$ 1,274,202	\$ 864,753	\$ 409,449	47%	\$ 8,429,002	\$ 8,647,533	\$ (218,532)	-3%	\$ 10,377,040
ELIGIBLE EXPENSES:										
1	Salaries	\$ 334,673	\$ 370,663	\$ (35,990)	-10%	\$ 3,461,003	\$ 3,706,633	\$ (245,630)	-7%	\$ 4,447,960
2	Employee Benefits	\$ 158,174	\$ 179,606	\$ (21,432)	-12%	\$ 1,601,851	\$ 1,796,058	\$ (194,207)	-11%	\$ 2,155,270
3	Advertising Fees	\$ 1,600	\$ 1,325	\$ 275	21%	\$ 9,211	\$ 13,250	\$ (4,039)	-30%	\$ 15,900
4	Professional & Technical Ser	\$ 24,400	\$ 30,792	\$ (6,391)	-21%	\$ 231,193	\$ 307,917	\$ (76,724)	-25%	\$ 369,500
5	Contract Maintenance Services	\$ 7,339	\$ 8,800	\$ (1,461)	-17%	\$ 76,676	\$ 88,000	\$ (11,324)	-13%	\$ 105,600
6	Other Services	\$ (3,883)	\$ 4,446	\$ (8,329)	-187%	\$ 90,560	\$ 44,458	\$ 46,101	104%	\$ 53,350
7	Fuel & Lubricants	\$ 53,638	\$ 50,275	\$ 3,363	7%	\$ 461,345	\$ 502,750	\$ (41,405)	-8%	\$ 603,300
8	Freight	\$ 76	\$ 800	\$ (724)	-91%	\$ 5,267	\$ 8,000	\$ (2,733)	-34%	\$ 9,600
9	Repairs & Maintenance	\$ 1,855	\$ 3,825	\$ (1,970)	-52%	\$ 7,305	\$ 38,250	\$ (30,945)	-81%	\$ 45,900
10	Materials & Supplies	\$ 43,963	\$ 58,933	\$ (14,970)	-25%	\$ 628,405	\$ 589,333	\$ 39,071	7%	\$ 707,200
11	Utilities/Telephone	\$ 12,711	\$ 9,933	\$ 2,778	28%	\$ 107,389	\$ 99,333	\$ 8,056	8%	\$ 119,200
13	Liab & Prop Damage Insurance	\$ 22,415	\$ 22,667	\$ (252)	-1%	\$ 224,500	\$ 226,667	\$ (2,166)	-1%	\$ 272,000
14	Other Corporate Insurance	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 1,667	\$ (1,667)	-100%	\$ 2,000
15	Dues & Subscriptions	\$ 796	\$ 3,823	\$ (3,027)	-79%	\$ 13,618	\$ 38,225	\$ (24,607)	-64%	\$ 45,870
16	Education/Training/Meeting/Travel	\$ 7,106	\$ 8,250	\$ (1,144)	-14%	\$ 61,778	\$ 82,500	\$ (20,722)	-25%	\$ 99,000
17	Service Charges	\$ 1,620	\$ 2,142	\$ (521)	-24%	\$ 16,250	\$ 21,417	\$ (5,167)	-24%	\$ 25,700
18	Office Expense	\$ 766	\$ 6,417	\$ (5,651)	-88%	\$ 47,464	\$ 64,167	\$ (16,702)	-26%	\$ 77,000
19	Advertising & Promotions	\$ 3,498	\$ 2,083	\$ 1,415	68%	\$ 15,044	\$ 20,833	\$ (5,789)	-28%	\$ 25,000
20	Miscellaneous Expenses	\$ 297	\$ 5,271	\$ (4,974)	-94%	\$ 35,484	\$ 52,708	\$ (17,224)	-33%	\$ 63,250
21	Property Appraiser/Tax Collector Comm	\$ 59	\$ 12,083	\$ (12,024)	-100%	\$ 160,757	\$ 120,833	\$ 39,924	33%	\$ 145,000
22	LDDA, CRA Contributions	\$ -	\$ 13,833	\$ (13,833)	-100%	\$ -	\$ 138,333	\$ (138,333)	-100%	\$ 166,000
23	Capital Expenditures/ Debt Service	\$ 11,014	\$ 56,717	\$ (45,702)	-81%	\$ 110,145	\$ 567,167	\$ (457,022)	-81%	\$ 680,600
24	Bad Debt	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 1,667	\$ (1,667)	-100%	\$ 2,000
25	Restricted Contingency	\$ -	\$ 11,737	\$ (11,737)	-100%	\$ -	\$ 117,367	\$ (117,367)	-100%	\$ 140,840
TOTAL ELIGIBLE EXPENSES:		\$ 682,118	\$ 864,753	\$ (182,635)	-21%	\$ 7,365,245	\$ 8,647,533	\$ (1,282,288)	-15%	\$ 10,377,040
NET REVENUES OVER (UNDER) EXPENSES		\$ 592,085	\$ -	\$ 592,085		\$ 1,063,757	\$ -	\$ 1,063,757		\$ -

b. PCTS Financials

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of July 31, 2018
Year to Date Report
Percent of FY Reported (83%)

Revenues

- The revenues totaled \$4.3 million or 91% of the year-to-date budget.
- The FTA grant drawdown reflects \$.81 million or 53% of the grants.
- Fare Revenues totaled \$126,000 or 122% of the year-to-date budget.
- The Polk County (City Contributions Fair Share) totaled \$321,000.
- The County funding is designed to reflect the incremental payments for the budgeted grants match totaling \$1.96 million through July 31, 2018.

Expenses

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
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Wednesday, September 12, 2018, at 12:00 p.m.

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$4.6 million or 99% of the year-to-date budget.
- Salaries and wages totaled \$2.6 million or 96% of the YTD Budget.
- Operating expenses totaled \$1.5 million or 91% of the YTD Budget.
- The contract services are for contractual cost for the Lynx contractual services totaled \$682,400 over budget by 38%. The District is evaluating the increase in services that contributed to this expense with appropriate action to be taken.

Revenue				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Revenues				
County Match	\$ 1,661,780	\$ 1,384,817	\$ 1,661,784	120%
Other Contract Revenue - County	\$ -		\$ 114,758	100%
City Contribution	\$ 208,080	\$ 173,400	\$ 321,108	185%
County Contribution - PCTS	\$ 298,920	\$ 249,100	\$ 298,920	120%
Fares	\$ 124,000	\$ 103,333	\$ 125,943	122%
FDOT Block Grants:				
GO924/GOV71 - WHAT/ADA	\$ 613,660	\$ 511,383	\$ 412,235	81%
JARC AQ379	\$ 93,470	\$ 77,892	\$ 40,656	52%
RURAL AQR07	\$ 800,570	\$ 667,142	\$ 499,589	75%
FTA				
FTA 5307 Grant	\$ 1,813,690	\$ 1,511,408	\$ 805,153	53%
Total	\$ 5,614,170	\$ 4,678,475	\$ 4,280,146	91%

Expenses				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,262,900	\$ 2,719,083	\$ 2,606,705	96%
Contract	\$ 594,000	\$ 495,000	\$ 682,422	138%
Operating	\$ 1,757,270	\$ 1,464,392	\$ 1,327,762	91%
Total	\$ 5,614,170	\$ 4,678,475	\$ 4,616,889	99%

c. TD Program Financials

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
1212 George Jenkins Blvd., Lakeland, Fl. 33815
Wednesday, September 12, 2018, at 12:00 p.m.

**Lakeland Area Mass Transit District
Transportation Disadvantage Program
Period Ending - July, 2018**

Revenue				
	Annual Budget	YTD Budget	YTD Actual	Total YTD
Revenues				
County Match 10%	\$ 149,380	\$ 124,483	\$ 92,130	74%
Contract Revenue	\$ -	\$ -	\$ 52,981	
FDOT Grants:		\$ -		
CTD Grant -Operating	\$ 1,344,410	\$ 1,120,342	829,173	74%
Total	\$ 1,493,790	\$ 1,244,825	\$ 974,284	78%

Expenditure				
	Annual Budget	YTD Budget	YTD Actual	Total YTD
Labor	\$ 785,751	\$ 654,793	\$680,765	104%
		\$ -		
Support Services	\$ 139,692	\$ 116,410	\$ 8,752	8%
		\$ -		
Operating	\$ 568,347	\$ 473,623	\$ 277,067	58%
Total	\$ 1,493,790	\$ 1,244,825	\$ 966,584	78%

d. LAMTD Information Report on 218.415 Florida Statutes, Local Government Investment Policies

Section 218.415, Florida Statutes, requires the District to develop a policy and plan for the investment of Surplus Funds. The Finance Department is required to report to the LAMTD Board at least annually on the Investment Policy and Plan and on the investment results.

The District has an approved Investment Policy that complies with this requirement.

Section 218.415 of the Florida Statutes requires some specific requirements as listed below:

- Scope- The Investment Policy shall apply to all funds under control of the District
- Investment Objectives- these include, safety of capital, liquidity of funds and investment income.
- Prudence and Ethical Standards- Prudent person rule- Investments should be made with judgement and care and not

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
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Wednesday, September 12, 2018, at 12:00 p.m.
speculation but for investment and safety of their capital.

- Authorized Investments
- Maturing and Liquidity requirements, portfolio compositions risk and diversification and a system of investment controls.

The District has solicited the services of Wells Fargo Bank for Banking Services – Excess funds in the local bank is determined by periodic and bi-weekly cash flows.

Funds available in excess of 30 to 45 days working capital is invested with the Florida State Board of Administration Local Government Surplus Trust Fund. The rate of interest fluctuates daily.

The Investment income for the period September 30, 2017 totaled \$60,637 and for the period ending August 31, 2018 totaled \$118,101.

e. PCTS Proposed Operation and Capital Budget

The proposed budget for the County is included herewith with revenues and expenses balanced for a total budget of \$6,780,020. The budget is balanced with funding for Transit Services totaling \$6,522,394 and designated for Capital related expenses of \$257,626.

The proposed Intergovernmental agreement provides the County funding totaling \$2,296,708 for grants match and balancing the Budget. The funding for Capital related expenses totaled \$257,626. The remaining source of funds are Grants Fare Revenue and City Contributions.

A summary level description of the revenues and expenses are also included.

“Approval to adopt the county transit budget.”

1st George Lindsey/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

Agenda Item #6 – Legal / Tim Darby

a. Interlocal agreement for countywide transit system

“Approval for agreement with Polk County.”

1st George Lindsey/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

b. Transfer of Winter Haven Terminal

Agreement for Polk County to turn ownership to the Lakeland Area Mass Transit District

“Approval to accept ownership of Winter Haven Terminal”

1st Michael Dunn/ 2nd George Lindsey

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, September 12, 2018, at 12:00 p.m.

c. Performance review for Tom Phillips

Consolidation of performance review comments for Tom Phillips

“Approval to continue Tom Phillips employment as Executive Director with a 3% raise”

1st John Hall/ 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

d. LAMTD 2018-2019 Board Schedule

Schedule of board meetings for the next fiscal year.

“Approval of schedule for the 2018-19 fiscal year”

1st George Lindsey/ 2nd John Hall

MOTION CARRIED UNANIMOUSLY

e. Lynx Contract renewal

Continuing our contracted service in the Eastern portion of the county with Lynx

“Approval of continue services with Lynx

1st Michael Dunn/ 2nd John Hall

MOTION CARRIED UNANIMOUSLY

Agenda Item #7 – Operations/ Bill Knieriem

a. Adoption of new routes

Approval of routes presented at last month’s board meeting

“Approval of route changes”

1st Michael Dunn/ 2nd George Lindsey

MOTION CARRIED UNANIMOUSLY

b. Modification of the route 35

“Request to move October’s board meeting in conjunction of the public hearing to eliminate services in Frostproof”

1st Michael Dunn/ 2nd George Lindsey

MOTION CARRIED UNANIMOUSLY

Agenda Item #8 – Fleet Replacement Update / Joe Cheney

a. Fleet Replacement Plan Update

Outlines the progress and roadmap of changes to updating the fleet.

“Approval of Fleet Replacement Plan and Lease purchase agreement.”

1st George Lindsey / 2nd Michael Dunn

MOTION CARRIED UNANIMOUSLY

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room
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Wednesday, September 12, 2018, at 12:00 p.m.

b. Authorization to combine positions

Combining a janitorial and facilities maintenance position to create one full time position as an incentive to maintain longevity in the position.

“Approval to combine positions”

1st George Lindsey / 2nd John Hall

MOTION CARRIED UNANIMOUSLY

Agenda Item #9 – Executive Director Report / Tom Phillips

a. Agency Update(s)

Agenda Item #10 – Executive Informational Summary / Tom Phillips

a. August Executive Calendar – (see attached)

b. Monthly UAP and Ridership data – (see attached)

Agenda Item #11 – Other Business

None

Adjournment at 1:31 p.m.

Approved this 17th day of October, 2018.

Chairman – City Commissioner Phillip Walker

Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT
SPECIAL MEETING
OCTOBER 26, 2018
AGENDA ITEM #1b

Agenda Item: Approval of the September 5, 2018 LAMTD Public Hearing Minutes

Presenter: James Phillips

Recommended
Action: Board approval of the September 5, 2018 LAMTD Public Hearing Minutes

Attachments: September 5, 2018 LAMTD Public Hearing Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING
Lakeland City Commission Conference Room,
Lakeland City Hall
Friday, September 5, 2018, at 5:01 p.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: James Phillips

Call to Order

5:01 p.m. By Chairman Phillip Walker

Agenda Item #1 – Proposed FY 18/19 Millage Rate / David Persaud, CFO

- Required Public Hearings- The Lakeland Area Mass Transit District (LAMTD) is required to conduct two public hearings on the 2018-2019 millage levy and the Fiscal Year 2018-19 budget before the millage and the budget can be finally adopted. This is the first of two hearings.
- Truth In Millage (TRIM) Notice- On July 11th, 2018 the LAMTD Board tentatively certified a .5000 proposed millage levy by a majority vote as authorized by the Florida Statute and appropriately submitted the form to the Polk County Property Appraiser's office before the required August 3, 2018 deadline.
- Millage Rate- Staff is presenting the tentative millage resolution for adoption with the .5000 millage levy.
- Percentage over Rolled-Back Rate- As required by the Florida Statutes, LAMTD will need to publicly announce and advertise the percentage increase that the proposed tax rate of .5000 is above the Rolled-Back rate which is .4663. This percentage increase is 7.23%.
- Fiscal Year 2018-19 Annual Budget- The proposed budget for Fiscal Year 2018-2019 was presented to the LAMTD Board on August 8, 2018.
- Maximum Millage Calculation Final Disclosure- The minimum vote required to approve the proposed tentative millage rate of .5000 mills is the majority vote of the governing body.
- The final public hearing will be held on September 19, 2018 at 5:01PM at the same location.

Agenda Item #2 – Public Comments

None

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING
Lakeland City Commission Conference Room,
Lakeland City Hall
Friday, September 5, 2018, at 5:01 p.m.

Agenda Item #3 – Proposed FY 18/19 Millage Rate / David Persaud, CFO

At both Public hearings, the governing body will hear comments about the proposed tax increase and explain the reasons for the proposed increase over the rolled-back rate.

At both the tentative and final hearings, the governing body must adopt its millage rate before it adopts a budget (F.S. 200.065 (2)(e)1.

The Taxing District must adopt the millage rate and budget by separate votes at the advertised hearing.

The District millage levy for FY 2018/2019 is .5000 mills and the staff must publicly read at this meeting before the adoption of the millage levy resolution the following:

“The Lakeland Area Mass Transit District FY 2018-2019 millage levy is .5000 mills.

- The Rolled-back rate is .4663
- The percentage of increase over the rolled-back rate is 7.23 percent
- The millage rate to be levied for 2018/2019 fiscal year is .5000 mills.

“Approve FY 2018/2019 Tentative Millage Resolution Rate of .5000 mills.”

1st Bill Mutz/ 2nd George Lindsey

Polk County Commissioner George Lindsey III - Aye

Polk County Commissioner John Hall - Aye

City of Lakeland Commissioner Michael Dunn - Aye

City of Lakeland Commissioner Phillip Walker – Aye

City of Lakeland Mayor Bill Mutz – Aye

MOTION CARRIES

Agenda Item #4 – Tentative FY 2018/2019 Budget / David Persaud, CFO

LAMTD is presenting the FY 18/19 Tentative Budget which reflects a millage levy of .5000 mills. The FY 2018/2019 budget is balanced as reflected in the budget summary. The Budget was presented to the LAMTD board on August 8, 2018.

Agenda Item #5 – Public Comments

None

Agenda Item #6 – Tentative FY 18/19 Budget / David Persaud, CFO

“Approval of the Tentative FY 2018/2019 Budget Resolution.”

1st Michael Dunn/ 2nd George Lindsey

Polk County Commissioner George Lindsey III - Aye

Polk County Commissioner John Hall - Aye

City of Lakeland Commissioner Michael Dunn - Aye

City of Lakeland Commissioner Phillip Walker – Aye

City of Lakeland Mayor Bill Mutz – Aye

MOTION CARRIES

Adjournment at 5:05 p.m.

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING
Lakeland City Commission Conference Room,
Lakeland City Hall
Friday, September 5, 2018, at 5:01 p.m.

Approved this 26th day of October, 2018.

Chairman – City Commissioner Phillip Walker

Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT
SPECIAL MEETING
OCTOBER 26, 2018
AGENDA ITEM #1c

Agenda Item: Approval of the September 21, 2018 LAMTD Public
Hearing Minutes

Presenter: James Phillips

Recommended
Action: Board approval of the September 21, 2018 LAMTD Public
Hearing Minutes

Attachments: September 21, 2018 LAMTD Public Hearing Minutes

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING
Lakeland City Commission Conference Room,
Lakeland City Hall
Friday, September 21, 2018, at 5:01 p.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 – Not Present
City of Lakeland Mayor Bill Mutz

Executive Director: Tom Phillips
Executive Assistant: James Phillips

Call to Order

5:01 p.m. By Vice-Chairman John Hall

Agenda Item #1 – Final FY 2018/2019 Millage Rate Summary / David Persaud, CFO

Required Public Hearings- The Lakeland Area Mass Transit District (LAMTD) is required to conduct two public hearings on the 2018-2019 millage levy and the Fiscal Year 2018-19 budget before the millage and the budget can be finally adopted. This is the second of two hearings. Truth In Millage (TRIM) Notice- On July 11th, 2018 the LAMTD Board tentatively certified a .5000 proposed millage levy by a majority vote as authorized by the Florida Statute and appropriately submitted the form to the Polk County Property Appraiser's office before the required August 3, 2018 deadline. Millage Rate- Staff is presenting the final millage resolution for adoption with the .5000 millage levy. Percentage over Rolled-Back Rate- As required by the Florida Statutes, LAMTD will need to publicly announce and advertise the percentage increase that the proposed tax rate of .5000 is above the Rolled-Back rate which is .4663. This percentage increase is 7.23%. Fiscal Year 2018-19 Annual Budget- The proposed budget for Fiscal Year 2018-2019 was presented to the LAMTD Board on August 8, 2018. Maximum Millage Calculation Final Disclosure- The minimum vote required to approve the proposed final millage rate of .5000 mills is the majority vote of the governing body. The first public hearing was held on September 5, 2018 and the Board approved the tentative millage resolution and the tentative FY 2018-19 budget. The District advertised the date, time and place for the second public hearing in the Lakeland Ledger on September 19, 2018. The final public hearing will be held on September 21, 2018 at 5:01PM at the same location. There were two errors in the Lakeland Ledger on the Final Millage and Budget adoption. On Sunday, September 16th, the Lakeland Ledger placed the advertisement in two different locations on the page instead of them being adjacent as requested by the TRIM requirements. The District re-advertised on Tuesday, September 18, 2018 and again the Lakeland Ledger placed the first advertisement date (September 19, 2018) in the newspaper rather than the revised date of the Final Adoption for Thursday September 20, 2018. The District advertised for the third time on September 19, 2018 for the Final Millage and Budget Adoption for Friday September 21, 2018. The final advertisement meets the TRIM compliance requirements for the Final Millage and Budget Adoption.

Agenda Item #2 – Public Comments

None

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING
Lakeland City Commission Conference Room,
Lakeland City Hall
Friday, September 21, 2018, at 5:01 p.m.

Agenda Item #3 – Final FY 2018-19 Millage Rate / David Persaud, CFO

“Request to approve FY 2018/2019 Final Millage Resolution Rate of .5000 mills.”

1st Michael Dunn/ 2nd George Lindsey

Polk County Commissioner George Lindsey III - Aye
Polk County Commissioner John Hall - Aye
City of Lakeland Commissioner Michael Dunn - Aye
City of Lakeland Commissioner Phillip Walker – Not Present
City of Lakeland Mayor Bill Mutz – Aye

MOTION CARRIES

Agenda Item #4 – Final FY 2018/2019 Budget / David Persaud, CFO

LAMTD is presenting the FY 18/19 Final Budget which reflects a millage levy of .5000 mills. The FY18/19 budget is balanced as reflected in the budget summary. The Budget was presented to the LAMTD Board on August 8, 2018.

Agenda Item #5 – Public Comments

None

Agenda Item #6 – Final FY 18/19 Budget / David Persaud, CFO

“Approval of the Final FY 2018/2019 Budget Resolution.”

1st Michael Dunn/ 2nd George Lindsey

Polk County Commissioner George Lindsey III - Aye
Polk County Commissioner John Hall - Aye
City of Lakeland Commissioner Michael Dunn - Aye
City of Lakeland Commissioner Phillip Walker – Not Present
City of Lakeland Mayor Bill Mutz – Aye

MOTION CARRIES

Adjournment at 5:05 p.m.

Approved this 26th day of October, 2018.

Chairman – City Commissioner Phillip Walker

Minutes Recorder – James Phillips

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 26, 2018
AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: OCTOBER 26, 2018
AGENDA ITEM 3a

Agenda Item: **Universal Access Program with Legoland Renewal**

Presenter: Tim Darby

Recommended
Action: Approve Universal Access Program renewal between
 Legoland and LAMTD

Summary: This Universal Access Program is entered among Merlin
 Entertainment and the Lakeland Area Mass Transit
 District

Attachments: Universal Access Program

**Service Agreement -
Merlin Entertainments Group Florida LLC, d.b.a LEGOLAND® Florida and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018 by and among Merlin Entertainments Group Florida, LLC, d/b/a LEGOLAND® Florida (hereinafter referred to as “LEGOLAND®”), and the LAKE LAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”

WHEREAS, LEGOLAND® desires to provide its employees the benefit of unlimited access to public transit as a means of commuting to LEGOLAND® and other activities; and,

WHEREAS, the District operates public transit systems which currently provide fixed route bus service to and around LEGOLAND®; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The initial term of this Agreement shall be for a period of three (3) years commencing on _____, through and including _____. This Agreement shall terminate if LEGOLAND® or the District provide written notice of intent to terminate this Agreement (“Termination Notice”) to the other party hereto, ninety (90) days prior to termination of the service.

2. The District will allow active LEGOLAND® employees unlimited access for each fixed route transit trip when the employees show the appropriate LEGOLAND® employee identification card. The District shall provide unlimited access to fixed route transit service for all current LEGOLAND® employees in accordance with the terms of this Agreement.

3. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center

located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

4. The District will allow LEGOLAND® registered guests unlimited access to fixed route transit during their stay at the LEGOLAND® Florida Resort and any LEGOLAND® preferred hotels. LEGOLAND® preferred hotels include

5. The base monthly rate to be charged to LEGOLAND® by the District for the transit service during the term of the Agreement will be \$1,500.00 per year. LEGOLAND® shall remit payment within 30 days from receipt of invoice.

6. LEGOLAND® agrees to provide all current employees with a photo identification card.

7. LEGOLAND® will receive two premium vinyl bus wraps for two busses with LEGOLAND® artwork. The design of the wrap will be provided by LEGOLAND® and must be approved by the District. The District agrees to waive the monthly advertising fee for the bus for the term of this Agreement. LEGOLAND® agrees that _____ will fund the installation of the second bus wrap. Should _____ decline or fail to fund the installation of the second bus wrap LEGOLAND® shall have the option to fund the wrap or seek funding for the second wrap. If the District determines that either wrap must be replaced at any time during the term of this Agreement due to damage or normal wear and tear, LEGOLAND® agrees to fund the purchase and installation of the replacement wrap(s). If LEGOLAND® does not fund the purchase and installation of the replacement wrap(s) within thirty (30) days of the District's determination, LEGOLAND® agrees that the District may strip the wrap(s) and place other advertising on the bus at the District's discretion. It is understood that the wrapped busses will operate on all routes in the entire territory of the District, and not just on the fixed routes described in this Agreement, as required by Title VI regulations.

8. The District agrees to continue to title “Route 30” as the “LEGOLAND® Route 30” during the term of this Agreement. The District agrees that “LEGOLAND®” is a registered trademark and its permitted uses by them under this Agreement is governed by LEGOLAND®’s standard terms and conditions as are all other intellectual property belonging or licensed to LEGOLAND® (such as images appearing on the vinyl bus wrap described in paragraph 7 above).

9. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

10. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

11. Failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the condition alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

12. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited

delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

LEGOLAND®: Merlin Entertainments Group Florida, LLC
One LEGOLAND® Way
Winter Haven, FL 33884
ATTN:

DISTRICT: Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, FL 33815
ATTN: Tom Phillips

13. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

14. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals~~-~~alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

15. In the performance of this Agreement, the District will be acting in the capacity of independent contractors, and not as an agent, employee, partner, joint venture, or associate of LEGOLAND®. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related

to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of LEGOLAND®.

16. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

17. Subject to the District's rights of sovereign immunity, the District shall indemnify and hold harmless LEGOLAND® and its members, managers, agents, officers, and employees from and against all claims, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage or destruction: (i) arising from or out of any occurrence in, upon, at or from the operation of the public transit systems referenced in this Agreement; (ii) arising from the use by any person of the public transit systems; or (iii) caused by any act or omission by the District, their agents, contractors, employees, licensees, concessionaires, guests, invitees or patrons to the extent and limits provided by law as set forth in Section 768.28, *Florida Statutes*.; except District shall not have to indemnify and hold harmless LEGOLAND® if such claim, damage, loss, and expense is the result of the negligence of LEGOLAND®.

18. LEGOLAND® shall indemnify and hold harmless the District, and its members, managers, agents, officers, and employees from and against all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) in connection with loss of life, bodily or personal injury or property damage or destruction: (i) arising from or out of any occurrence in, upon, at or from the operation of the public transit systems referenced in this Agreement; (ii) arising from the use by any person of the public transit systems; or (iii) caused by any act or omission by LEGOLAND®, their agents, contractors, employees, licensees, concessionaires, guests, invitees or patrons to the extent and limits provided by law; except LEGOLAND® shall not have to indemnify and hold harmless the District if such claim, damage, loss, and expense is the result of the negligence of the District.

19. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

20. Legoland® and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Legoland® does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Legoland® or maintain public records required by the public agency to perform the service. If Legoland® transfers all public records to the public agency upon completion of the contract, Legoland® shall destroy any duplicate public records upon completion of the agreement, Legoland® shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF LEGOLAND® HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGOLAND®'S DUTY TO

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT
DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE
JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.**

21. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

MERLIN ENTERTAINMENTS
GROUP
FLORIDA, LLC

BY: _____

Witnesses

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____

Phillip Walker, Board Chairman

Witnesses

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: OCTOBER 26, 2018
AGENDA ITEM 3b

Agenda Item: **2018 CRA Agreement**

Presenter: Tim Darby

Recommended
Action: Approve 2018 CRA Agreement

Summary: 2018 CRA Agreement

Attachments: 2018 CRA Agreement

**Interlocal Agreement for Transit Services -
Lakeland Area Mass Transit District and City of Lakeland, Florida, as the Community
Redevelopment Agency**

This Interlocal Agreement is entered into as of the _____ day of _____, 2018, by and between the Lakeland Area Mass Transit District, an independent special district (hereinafter referred to as the "District"), and the City of Lakeland, a municipal corporation, as the Community Redevelopment Agency (hereinafter referred to as the "City").

WHEREAS, the District operates a public transit system which currently provides fixed route bus service in the Mid-Town and Downtown Community Redevelopment Areas in the City of Lakeland;

WHEREAS, the District needs additional funding in order to provide certain services in the Mid-Town and Downtown Community Redevelopment Areas;

WHEREAS, the City, as the Community Redevelopment Agency under Chapter 163 of the Florida Statutes, desires that the District provide certain transit services in the Mid-Town and Downtown Community Redevelopment Areas, and is willing to provide funding for the services,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of three (3) years, commencing on October 1, 2018, through and including September 30, 2021, as to the services described in paragraph 2 (a) and paragraph 2 (b) below.

2. The following transit services shall be provided by the District and the City shall provide funding for the following transit services:

- a. Seven (7) runs of the Lakeland Hills Corridor (Route 3). The estimated annual cost for these services, based on the District's cost per revenue hour of \$_____, is \$_____.
- b. The 8:45 a.m. run of the Lakeland Hills Corridor (Route 3). The estimated one time cost for these services, based on the District's cost per revenue hour of \$_____, is \$_____.

3. Including any and all associated capital needs District agrees to provide:

- a. Extended hours of operation on key routes Route 1 and Route 3 with a focus on additional service until 8:00 p.m.
- b. More frequent service within the study area focusing on Route 1 and Route 3 with twenty-minute service on Route 1- and thirty-minute route service for Route 3.
- c. Transit stop improvements on City collector streets on 10th street and Lincoln Avenue.
- d. Bus Rapid Transit Feasibility Study in support of future Brightline service, Downtown Intermodal Center and future Medical District expansion.

4. City agrees to reimburse District for the amount owed for transit service from the period of April 1, 2018, through and including September 30, 2018.

5. The monthly rate to be charged to the City by the District for the transit services will be based on District's cost per revenue hour, which is determined annually at the end of the District's fiscal year on September 30. As of September 30, 2017, the District's cost per revenue hour was \$106.94. The charges for subsequent years will be based on the determination of the annual cost per revenue hour. In the event the annual cost per revenue hour increases from one year to the next, the City shall have the right to terminate this Agreement upon one hundred twenty (120) days written notice to the District. However, since the final audited cost per revenue hour is not determined until six (6) months subsequent to September 30 of each year, the City is obligated to pay any increased cost per revenue hour, on a retroactive basis, until the Agreement is terminated after the one hundred twenty (120) days written notice.

6. Invoices will be issued each calendar month for the transit services. The City shall pay within 30 days of receipt of the invoice.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the Polk Transit Authority and the County of Polk.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply.

9. Failure of any party to comply with any provision of this Agreement shall place that party in default. Prior to terminating this Agreement, the non-defaulting party shall notify the defaulting party in writing. The notification shall make specific reference to the condition alleged to give rise to the default. The defaulting party shall then be entitled to a period of fifteen (15) days from the date notification is received in which to cure the default. If said default is not cured within the fifteen (15) day period, this Agreement may be terminated by the non-defaulting party. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance.

10. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

DISTRICT: Lakeland Area Mass Transit District
 1212 George Jenkins Blvd.
 Lakeland Florida 33815
 ATTN: Tom Phillips

CITY:

11. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

12. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

15. This Agreement may only be amended by an instrument in writing signed by the parties hereto.

16. City and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if City does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of City or maintain public records required by the public agency to perform the service. If City transfers all public records to the public agency upon completion of the contract, City shall destroy any duplicate public records upon completion of the agreement, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

17. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

LAKELAND AREA MASS TRANSIT
DISTRICT

By: _____
Phillip Walker, Chairman

Witnesses

Date: _____

CITY OF LAKELAND, FLORIDA

By: _____

Date: _____

Attest: _____

By: _____

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: OCTOBER 26, 2018
AGENDA ITEM 3c

Agenda Item: **Service Agreements for Polk County Municipalities**

Presenter: Tim Darby

Recommended
Action: Approve service agreements between Auburndale,
Bartow, Dundee, Fort Meade, Haines City, Lakeland,
Lake Alfred, Lake Wales, and Winter Haven and
LAMTD

Summary: This Service Agreements is entered among the above
listed municipalities and the Lakeland Area Mass Transit
District. No changes from the previous years.

Attachments: Service Agreements

**Service Agreement -
City of Auburndale and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Auburndale, a political subdivision of the State of Florida (hereinafter referred to as “Auburndale”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Auburndale has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on _____, through and including _____, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Auburndale may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach shall not be construed

to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Auburndale's or the District's right to remedies at law or to damages.

3. No later than six (6) months before the end of the term of this Agreement, the District and Auburndale, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Auburndale by the District for the transit service for the term of the Agreement per year will be \$79,097.31. Auburndale shall remit payment within 30 days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or

regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

AUBURNDALE: City of Auburndale

ATTN:

DISTRICT: Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, FL 33815
ATTN: Tom Phillips

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Auburndale. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Auburndale.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

15. Auburndale and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Auburndale does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Auburndale or maintain public records required by the public agency to perform the service. If Auburndale transfers all public records to the public agency upon completion of the contract, Auburndale shall destroy any duplicate public records upon completion of the agreement, Auburndale shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF AUBURNDALE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AUBURNDALE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

16. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
for the uses and purposes therein expressed the day and year set forth above.

CITY OF AUBURNDALE

BY: _____

Witnesses

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____

Witnesses

Philip Walker, Board Chairman

**Service Agreement -
City of Bartow and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Bartow, a political subdivision of the State of Florida (hereinafter referred to as “Bartow”), and the LAKE LAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Bartow has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on _____, through and including _____, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Bartow may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach shall not be construed

to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Bartow's or the District's right to remedies at law or to damages.

3. No later than six (6) months before the end of the term of this Agreement, the District and Bartow, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Bartow by the District for the transit service for term of the Agreement per year will be \$73,907.54. Bartow shall remit payment within 30 days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or

regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

BARTOW: City of Bartow
 450 N. Wilson Ave.
 Bartow, FL 33830
 ATTN: George Long, City Manager

DISTRICT: Lakeland Area Mass Transit District
 1212 George Jenkins Boulevard
 Lakeland, FL 33815
 ATTN: Tom Phillips

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Bartow. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Bartow.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

15. Bartow and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Bartow does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Bartow or maintain public records required by the public agency to perform the service. If Bartow transfers all public records to the public agency upon completion of the contract, Bartow shall destroy any duplicate public records upon completion of the agreement, Bartow shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF BARTOW HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BARTOW'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKE LAND, FLORIDA 33815.

16. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
for the uses and purposes therein expressed the day and year set forth above.

CITY OF BARTOW

BY: _____

Witnesses

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____

Witnesses

Philip Walker, Board Chairman

**Service Agreement -
Town of Dundee and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Dundee”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Dundee has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Dundee,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2018, through and including October 1, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Dundee may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph nine (9) of this Agreement. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach in accordance with paragraph nine (9) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision

of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

3. No later than six (6) months before the end of the term of this Agreement, the District and Dundee, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Dundee, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Dundee by the District for the transit service for the term of the Agreement per year will be \$3,263.22. Dundee shall remit payment within thirty (30) business days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District and Dundee is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this

Agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, by United States Postal Service certified mail/return receipt requested, postage prepaid. In each case, notice shall be sent to:

DUNDEE: Town of Dundee

ATTN: Deena Ware
FAX: (863) 291-5623
E-Mail:

DISTRICT: Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, FL 33815
ATTN: Tom Phillips
FAX: (863)
E-Mail:

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties

and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement including but not limited to the governing bodies of both the District and Dundee. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Dundee. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of its employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Dundee.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's and/or Dundee's limits of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District and/or Dundee by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any parties to this Agreement.

15. Dundee and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by Dundee to perform the service.
- b. Upon request from Dundee's custodian of public records, provide Dundee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the District does not transfer the records to Dundee.
- d. Upon completion of the Agreement, transfer, at no cost to Dundee all public records in possession of the District or maintain public records required by Dundee to perform the service. If the District transfers all public records to Dundee upon completion of this Agreement, the District shall destroy any duplicate public records upon completion of the Agreement. The District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Dundee, upon request from Dundee's custodian of public records, in a format that is compatible with the information technology systems of Dundee.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT VANESSA DEENA WARE, TOWN CLERK, need email, phone number etc for Ms. Ware here.

The District's failure to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement.

16. LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO DUNDEE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL DUNDEE BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY DUNDEE WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

17. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

TOWN OF DUNDEE

BY:

ATTEST:

Mayor

Clerk

Approved as to Form and Legality:

City Attorney

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____
Philip Walker, Board Chairman

Witnesses

**Service Agreement -
City of Fort Meade and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Fort Meade, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Fort Meade”), and the LAKE LAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Fort Meade has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Fort Meade,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2018, through and including October 1, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Fort Meade may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph nine (9) of this Agreement. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach in accordance with paragraph nine (9) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching party may

terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

3. No later than six (6) months before the end of the term of this Agreement, the District and Fort Meade, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Fort Meade, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Fort Meade by the District for the transit service for the term of the Agreement per year will be \$18,881.10. Fort Meade shall remit payment within thirty (30) business days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District and Fort Meade is obligated to comply. Nothing in

such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, by United States Postal Service certified mail/return receipt requested, postage prepaid. In each case, notice shall be sent to:

FORT MEADE:

City of Fort Meade

ATTN:

FAX: (863) 291-5623

E-Mail:

DISTRICT:

Lakeland Area Mass Transit District

1212 George Jenkins Boulevard

Lakeland, FL 33815

ATTN: Tom Phillips

FAX: (863)

E-Mail:

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement including but not limited to the governing bodies of both the District and Fort Meade. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Fort Meade. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of its employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Fort Meade.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's and/or Fort Meade's limits of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District and/or Fort Meade by entering into this Agreement nor shall any terms of this Agreement confer upon any third person,

corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any parties to this Agreement.

15. Fort Meade and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by Fort Meade to perform the service.
- b. Upon request from Fort Meade's custodian of public records, provide Fort Meade with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the District does not transfer the records to Fort Meade.
- d. Upon completion of the Agreement, transfer, at no cost to Fort Meade all public records in possession of the District or maintain public records required by Fort Meade to perform the service. If the District transfers all public records to Fort Meade upon completion of this Agreement, the District shall destroy any duplicate public records upon completion of the Agreement. The District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Fort Meade, upon request from Fort Meade's custodian of public records, in a format that is compatible with the information technology systems of Fort Meade.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT VANESSA CASTILLO, CITY CLERK, MMC, vcastillo@mywinterhaven.com, 863-291-5627; CITY HALL, 451 3rd St. NW, FORT MEADE, FLORIDA 33881.

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The District's failure to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement.

16. LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO FORT MEADE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL FORT MEADE BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY FORT MEADE WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

17. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

CITY OF FORT MEADE

BY:

ATTEST:

Mayor

City Clerk

Approved as to Form and Legality:

City Attorney

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____
Philip Walker, Board Chairman

Witnesses

**Service Agreement -
City of Haines City and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Haines City, a political subdivision of the State of Florida (hereinafter referred to as “Haines City”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Haines City has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on _____, through and including _____, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Haines City may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach shall not be construed

to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Haines City's or the District's right to remedies at law or to damages.

3. No later than six (6) months before the end of the term of this Agreement, the District and Haines City, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Haines City by the District for the transit service for the term of the Agreement per year will be \$45,889.64. Haines City shall remit payment within 30 days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or

regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

HAINES CITY: City of Haines City

ATTN:

DISTRICT: Lakeland Area Mass Transit District
 1212 George Jenkins Boulevard
 Lakeland, FL 33815
 ATTN: Tom Phillips

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Haines City. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Haines City.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

15. Haines City and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Haines City does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Haines City or maintain public records required by the public agency to perform the service. If Haines City transfers all public records to the public agency upon completion of the contract, Haines City shall destroy any duplicate public records upon completion of the agreement, Haines City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF HAINES CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HAINES CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

16. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
for the uses and purposes therein expressed the day and year set forth above.

CITY OF HAINES CITY

BY: _____

Witnesses

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____

Philip Walker, Board Chairman

Witnesses

**Service Agreement -
City of Lake Alfred and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Lake Alfred, a political subdivision of the State of Florida (hereinafter referred to as “Lake Alfred”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Lake Alfred has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on _____, through and including _____, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Lake Alfred may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach shall not be construed

to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Lake Alfred's or the District's right to remedies at law or to damages.

3. No later than six (6) months before the end of the term of this Agreement, the District and Lake Alfred, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Lake Alfred by the District for the transit service for the term of the Agreement per year will be \$21,416.00. Lake Alfred shall remit payment within 30 days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or

regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

LAKE ALFRED: City of Lake Alfred
 155 E. Pomelo Street
 Lake Alfred, FL 33850
 ATTN: Amee Baily, City Clerk

DISTRICT: Lakeland Area Mass Transit District
 1212 George Jenkins Boulevard
 Lakeland, FL 33815
 ATTN: Tom Phillips

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Lake Alfred. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Lake Alfred.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

15. Lake Alfred and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Lake Alfred does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Lake Alfred or maintain public records required by the public agency to perform the service. If Lake Alfred transfers all public records to the public agency upon completion of the contract, Lake Alfred shall destroy any duplicate public records upon completion of the agreement, Lake Alfred shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF LAKE ALFRED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAKE ALFRED'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

16. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
for the uses and purposes therein expressed the day and year set forth above.

CITY OF LAKE ALFRED

BY: _____

Witnesses

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____

Philip Walker, Board Chairman

Witnesses

**Service Agreement -
City of Lake Wales and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Lake Wales, a political subdivision of the State of Florida (hereinafter referred to as “Lake Wales”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Lake Wales has agreed to participate in funding a portion of the fixed route services currently being operated through the city boundaries,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on _____, through and including _____, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Lake Wales may terminate the agreement with no less than thirty (30) days written notice to the other party. Notice shall be delivered via certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach, shall not be construed

to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppels to enforcement of any provision of this Agreement. The provisions herein do not limit Lake Wales' or the District's right to remedies at law or to damages.

3. No later than six (6) months before the end of the term of this Agreement, the District and Lake Wales, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Lake Wales by the District for the transit service for the term of the Agreement per year will be \$63,820.91. Lake Wales shall remit payment within 30 days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and regulations with which the District is obligated to comply. Nothing in such laws, rules or

regulations prohibits or limits the ability of any of the parties to this agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, first class mail, postage prepaid. In each case, notice shall be sent to:

LAKE WALES: City of Lake Wales
 201 W. Central Ave
 Lake Wales, FL 33853
 ATTN: Kenneth Fields

DISTRICT: Lakeland Area Mass Transit District
 1212 George Jenkins Boulevard
 Lakeland, FL 33815
 ATTN: Tom Phillips

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties. Any renewals-alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, approved by all entities and attached to this Agreement. This Agreement supersedes all

other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Lake Wales. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of the employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Lake Wales.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

15. Lake Wales and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if Lake Wales does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of Lake Wales or maintain public records required by the public agency to perform the service. If Lake Wales transfers all public records to the public agency upon completion of the contract, Lake Wales shall destroy any duplicate public records upon completion of the agreement, Lake Wales shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF LAKE WALES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAKE WALES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKELAND, FLORIDA 33815.

16. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
for the uses and purposes therein expressed the day and year set forth above.

CITY OF LAKE WALES

BY: _____

Witnesses

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____

Witnesses

Philip Walker, Board Chairman

**Service Agreement -
City of Winter Haven and
Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2018, by and among the City of Winter Haven, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “Winter Haven”), and the LAKE LAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”)

WHEREAS, provision of adequate and effective public transit services is a continuing need in Polk County; and,

WHEREAS, the District is the legal entity responsible for the operation and management of the public transportation system; and

WHEREAS, Winter Haven has agreed to participate in funding a portion of the fixed route services currently being operated through the municipal boundaries of Winter Haven,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of two (2) years commencing on October 1, 2018, through and including October 1, 2020.

2. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the District or Winter Haven may terminate this Agreement with no less than thirty (30) calendar days written notice to the other party. Notice shall be delivered as set forth in paragraph nine (9) of this Agreement. Either party may terminate this Agreement based on the other party’s breach, by giving the breaching party written notice of the breach in accordance with paragraph nine (9) of this Agreement. If the breach is not cured within thirty (30) calendar days, the non-breaching

party may terminate this Agreement immediately. Waiver by either party of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

3. No later than six (6) months before the end of the term of this Agreement, the District and Winter Haven, shall meet in good faith to discuss each party's intentions to negotiate an Agreement for the continuance of service.

4. Hours of operation of bus service are defined as the number of hours each bus operates plus reasonable travel time each way to and from the District Operations Center located at 1212 George Jenkins Boulevard, Lakeland, Florida, or the County Operations Center located in Bartow or Winter Haven, Florida. The District does not operate on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

5. The fee to be charged to Winter Haven by the District for the transit service for the transit service for the term of the agreement per year will be \$191,051.20. Winter Haven shall remit payment within thirty (30) business days from receipt of invoice.

6. Revenue derived from the operation of the transit system, including, but not limited to the proceeds from advertising and transit fares paid by passengers, will be the absolute property of the District; and the treatment of such revenue, including the banking and accounting thereof will be as directed by the District.

7. This Agreement is subject to the terms and conditions contained in any interlocal or other agreement between the District and any other governmental authority, including, without limitation, the City of Lakeland, the Polk Transit Authority, and the County of Polk. Nothing in such agreements prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

8. This Agreement is subject to all federal, state, and local laws, rules, and

regulations with which the District and Winter Haven is obligated to comply. Nothing in such laws, rules or regulations prohibits or limits the ability of any of the parties to this Agreement to deliver the various benefits specifically described herein.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission or other similar electronic or digital transmission method; the day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if mailed, by United States Postal Service certified mail/return receipt requested, postage prepaid. In each case, notice shall be sent to:

WINTER HAVEN: City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33880
ATTN: Mike Herr, City Manager
FAX: (863) 291-5623
E-Mail: mherr@mywinterhaven.com

With a copy to: Frederick J. Murphy, Jr., Esquire
(which shall not City Attorney
constitute notice) Boswell & Dunlap LLP
245 South Central Avenue
Bartow, FL 33830
FAX: (863) 533-7412
E-Mail: fjm@bosdun.com

DISTRICT: Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, FL 33815
ATTN: Tom Phillips
FAX: (863)

E-Mail:

10. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains all the terms and conditions agreed upon by the parties and is a complete and exclusive statement of the Agreement between the parties regarding the subject matter of this Agreement. Any renewals, alterations, variations, modifications, amendments or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed and approved by all entities to this Agreement including but not limited to the governing bodies of both the District and Winter Haven. This Agreement supersedes all other agreements and proposals, oral or written, regarding the subject matter herein, and all such other agreements and proposals are hereby deemed void.

12. In the performance of this Agreement, the District will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Winter Haven. The District shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the District in the full performance of this Agreement. Neither the District nor any of its employees, officers, agents or any other individual directed to act on behalf of the District for any act related to this Agreement, shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of Winter Haven.

13. This Agreement shall be construed in accordance with the laws of the State of Florida and venue of any legal proceedings shall be in Polk County Circuit Court in and for the Tenth Judicial Circuit of Polk County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then venue shall be in the United States District Court for the Middle District of Florida, Tampa Division.

14. Nothing contained herein shall operate or be construed as a waiver of the District's and/or Winter Haven's limits of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. No waiver of sovereign immunity is deemed to be made by either the District and/or Winter Haven by entering into this Agreement nor shall any terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any parties to this Agreement.

15. Winter Haven and District agree that both parties shall comply with Florida's public records law to specifically include the following:

Public Records. District agrees to:

- a. Keep and maintain public records required by Winter Haven to perform the service.
- b. Upon request from Winter Haven's custodian of public records, provide Winter Haven with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the District does not transfer the records to Winter Haven.
- d. Upon completion of the Agreement, transfer, at no cost to Winter Haven all public records in possession of the District or maintain public records required by Winter Haven to perform the service. If the District transfers all public records to Winter Haven upon completion of this Agreement, the District shall destroy any duplicate public records upon completion of the Agreement. The District shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Winter

Haven, upon request from Winter Haven's custodian of public records, in a format that is compatible with the information technology systems of Winter Haven.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT VANESSA CASTILLO, CITY CLERK, MMC, vcastillo@mywinterhaven.com, 863-291-5627; CITY HALL, 451 3rd St. NW, WINTER HAVEN, FLORIDA 33881.

The District's failure to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination of this Agreement.

16. LIMITATION OF LIABILITY

IN NO EVENT, SHALL THE DISTRICT BE LIABLE TO WINTER HAVEN FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE DISTRICT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL WINTER HAVEN BE LIABLE TO THE DISTRICT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY WINTER HAVEN WHETHER BASED IN CONTRACT,

**COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION,
INDEMNITY OR OTHERWISE.**

17. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed for the uses and purposes therein expressed the day and year set forth above.

CITY OF WINTER HAVEN

BY:

ATTEST:

Mayor

City Clerk

Approved as to Form and Legality:

City Attorney

LAKELAND AREA MASS
TRANSIT DISTRICT

BY: _____
Philip Walker, Board Chairman

Witnesses

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: OCTOBER 26, 2018
AGENDA ITEM 3d

Agenda Item: BOCC Agreement with Attachment A

Presenter: Tim Darby

Recommended
Action: Approve service agreements between the Board of
County Commissioners of Polk County and Lakeland
Area Mass Transit District with the new attachment.

Summary: The Board approved an agreement with Lakeland Area
Mass Transit District (LAMTD) for FY 15/16 to
consolidate and transition the operation and management
of all transit services to LAMTD. The County and
LAMTD continued to work toward the full consolidation
of transit services during FY 16/17 and FY 17/18. This
new Agreement provides LAMTD with matching funds
for these grants. This allows continued transit services
throughout Polk County. LAMTD will be provided
\$1,148,353 (one-half) of the total funding on October 12,
2018 with the remainder to be paid in three equal
installments of \$382,785 on January 11, 2019, April 12,
2019, and July 12, 2019.

We are including a copy of the balanced budget to the
BOCC for review.

Attachments: BOCC Agreement with Attachment A

**Lakeland Area Mass Transit District
Balanced Budget
Polk County Transit Services Contract
FY 2018-19 Proposed Budget**

	Actual	Budget	Proposed	Difference	Amended
	FY 2017	FY 2017/18	Budget		Budget
			FY 2018-19		FY 2018-19
Revenues					
County Match	\$ 1,624,694	\$ 1,661,780	\$ 1,978,635	\$ 316,855	\$ 1,960,700
Other Contract Revenue - County	\$ -	\$ -			
City Contribution	\$ 208,085	\$ 208,080	\$ 393,040	\$ 184,960	\$ 393,040
County Contribution - PCTS	,	\$ 298,920	\$ 58,443	\$ (240,477)	\$ 76,378
Mid Florida Nutrition Program			\$ 191,600	\$ 191,600	\$ 191,600
Fares	\$ 128,377	\$ 124,000	\$ 150,000	\$ 26,000	\$ 150,000
FDOT Block Grants:					
GO924 - WHAT/ADA	\$ 667,296	\$ 613,660	\$ 575,600	\$ (38,060)	\$ 575,600
JARC AQ379	\$ 110,355	\$ 93,470	\$ -	\$ (93,470)	\$ -
Smart Shuttle	\$ 90,064				
RURAL AQR07	\$ 663,139	\$ 800,570	\$ 913,000	\$ 112,430	\$ 913,000
Operating Grant Prior Year	\$ 105,019				
FTA					
FTA 5307 Grant	\$ 1,370,646	\$ 1,813,690	\$ 2,262,076	\$ 448,386	\$ 2,262,076
FTA 5307 Grant Prior Year	\$ 543,695				
Capital / County	\$ -	\$ -			\$ 257,626
Operating / County					
Total	\$ 5,511,369	\$ 5,614,170	\$ 6,522,394	\$ 908,224	\$ 6,780,020

EXPENSES					
Labor Expenses	\$ 3,083,837	\$ 3,512,900	\$ 3,973,664	\$ 460,764	\$ 3,973,664
Contract Expenses	\$ 601,095	\$ 594,000	\$ 594,000	\$ -	\$ 594,000
Operating Expenses	\$ 1,987,238	\$ 1,507,270	\$ 1,954,730	\$ 447,460	\$ 1,954,730
Capital Expenses					\$ 257,626
Total Expenses	\$ 5,672,170	\$ 5,614,170	\$ 6,522,394	\$ 908,224	\$ 6,780,020

Net Total

-

**INTERLOCAL AGREEMENT
FOR
COUNTYWIDE TRANSIT SYSTEM**

This Interlocal Agreement (“this Agreement”) is made and entered into, as of the ____ day of _____, 2018, by and between Polk County, a political subdivision of the State of Florida (the “County”), and the Lakeland Area Mass Transit District, an independent special district (the “District”).

WITNESSETH:

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

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

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

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Management and Operation of Transit Services. The District shall manage and operate transit routes within Polk County, Florida pursuant to the routes, service hours, frequency, miles and vehicle assignments the District determines (the “Services”).

3. County Funding for Management and Operation of Transit Services. The County agrees to pay the District an amount not to exceed \$ \$2,296,708 as further specified in Attachment A, attached hereto and incorporated herein by reference, by Match Required for WHAT. This includes \$336,004; which was not spent by the District in FY 16/17 and returned to Polk County in FY 17/18. The Polk County Board of County Commissioners approved carrying this forward and sending this back to the District in FY 18/19. The \$336,004 is to be used to cover \$76,378 of the annual Polk County contribution and the rest will help cover capital expenses. The schedule of payments will be as follows: one-half, in the amount of \$ \$1,148,353, will be paid October 12, 2018, with the remainder to be paid in three equal installments of \$382,785 each on January 11, 2019, April 12, 2019, and July 12, 2019.
4. County Oversight. The District shall make financial records available to the County staff for review upon reasonable request by the County. The County may also conduct site visits and interview District staff to confirm the County funds are being used in accordance with this Agreement. In all cases, internal control measures must be in place to provide reasonable assurance that the financial records are accurate. In the event the total actual audited expenses for the year are less than the projected matching expenses, District shall refund to the County the difference between the projected matching expenses and the actual matching expenses within thirty (30) days after the completion of the annual audited financial statements, but not later than June 30. Likewise, if the actual matching expenses are greater than the projected expenses, the County shall reimburse the District the additional expenses within 30 days of submitting the Audited Financial Statements to the County. The District will advise the County as soon as the District becomes aware of any anticipated increase in expenses over and above the grant's match funding. In addition, the appropriate staff members from the District shall attend all District One Florida Department of Transportation grant-related trainings for all funding related to transportation.
5. Funding Emergency
District and County agree that in the event federal or state funds are temporarily or permanently unavailable the District shall fund the operations within the District boundaries and the County may, in its sole discretion, fund all operations outside of the District's territory.
6. New or Increased Grant Opportunities. District shall use all reasonable efforts to seek transit grants and other funding opportunities, including but not limited to capital funding sources for

buses and facilities. District agrees to seek and obtain approval from County prior to the application for any new transit grants or additional funding under existing grants for the Services to the extent District will be seeking matching contributions from the County for the same. The County shall not be obligated to provide matching funds for any transit grant opportunities unless the same is approved by the County in advance of the grant application.

7. Insurance Requirements. The District shall maintain at all times during the term of this contract, the following insurance policies, with an insurance company(ies) that has (have) a minimum rating of A VIII by A.M. Best, and that is (are) authorized to do business in the State of Florida.

a. Such insurance policies shall insure the District against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the District under the terms and provisions of the contract.

- i. Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (federal, maritime, etc.).
- ii. Employers Liability insurance with the following minimum limits and coverage:
 1. Each Accident \$1,000,000
 2. Disease-Each Employee \$1,000,000
 3. Disease-Policy Limit \$1,000,000
- iii. General Liability insurance, without restrictive endorsements, with the following minimum limits and coverage:
 1. Each Occurrence/General Aggregate \$1,000,000 / 2,000,000
 2. Products-Completed Operations \$2,000,000
 3. Personal & Advertising Injury \$1,000,000
 4. Fire Damage \$50,000
 5. Medical Expense \$5,000
- iv. Auto Liability insurance, including owned, non-owned, and hired autos, including Pollution Liability due to accident or overturn, with the following minimum limits:
 1. Combined Single Limit \$1,000,000
- v. Auto Physical Damage insurance based upon the replacement cost, or other valuation basis to which the County has agreed, of each vehicle. The County shall be listed as a loss payee as response auto physical damage insurance for the County's vehicles that are subject of this contract.
- vi. Pollution Liability covering fuel handling and operations, both on and off any scheduled premises. With the following minimum limits:
 1. Per Pollution Event \$1,000,000
 2. Annual Aggregate \$2,000,000

b. All policies shall have no greater than a \$25,000 deductible or self-insured retention, without approval of the County.

- c. Polk County, a political subdivision of the State of Florida, shall be named as an additional insured on the General Liability, Auto Liability, and Pollution Legal Liability insurance policies.
 - d. The General Liability, Auto Liability, Workers' Compensation, and Pollution Liability policies shall contain a waiver of subrogation provision in favor of the County, shall be primary and noncontributory to any insurance that may be available to the County, and shall include a cross Liability or Severability of Interests provision.
 - e. The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance.
 - f. If it is not possible for the District to certify compliance on the certificate of insurance with all of the above requirements, then the District shall provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions. The County has the right to request copies of the policies and review all policies prior to the inception of this contract.
 - g. Certificate(s) of Insurance shall be issued to: Polk County, C/O Risk Management, P.O. Box 9005, Drawer AS06, Bartow, FL 33830.
 - h. The District shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the District evidencing coverage and limits in accordance with the District's requirements.
 - i. All deductibles and self-insured retentions shall be shown on the Certificate(s) of Insurance. The County shall be exempt from, and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the District and/or subcontractor providing such insurance.
 - j. Neither approval, nor failure to disapprove insurance provided by the District shall relieve the District from liability. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract.
8. Term. The term of this Agreement shall be October 1, 2018, through September 30, 2019. It is the intent of the Parties that this Agreement will be renewed each year based on the County's Board-approved budget.

9. Termination. At any time during the term of this Agreement, this Agreement may be terminated for any reason, with or without cause, in whole or in part, by either party, upon written notice given at least thirty (30) days in advance of the effective date of termination, subject to compliance with FTA and FDOT requirements
10. Interlocal Agreement. This Agreement shall be deemed to be an “Interlocal Agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969 and shall become effective upon being filed with the Clerk of the Circuit Court of Polk County, Florida.
11. Attorney’s Fees and Expenses. If a dispute arises between the parties hereto in connection with this Agreement, each party shall bear their own attorney’s fees, costs, and expenses, including any paralegal’s fees and any fees and expenses in connection with any appellate proceedings.
12. No Personal Liability. No provision, representation, covenant, or agreement contained in this Agreement, or any obligation herein or therein imposed upon the County or the District, or the breach thereof, shall constitute or give rise to or impose any personal liability upon any officer or employee of the County or the District.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connections with the subject matter hereof, except as specifically set forth herein.
14. Amendments, Assignments, and Waivers. No amendment, supplement, modification, assignment, or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. Each such amendment, supplement, modification, assignment, or waiver of this Agreement shall be filed with the Clerk of the Circuit Court of Polk County, Florida
15. County and District agree that both parties shall comply with Florida’s public records law to specifically include the following:

District agrees to:

- a. Keep and maintain public records required by the public agency to perform the service.

- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the contract if County does not transfer the records to the public agency.
- d. Upon completion of the agreement, transfer, at no cost to the public agency all public records in possession of County or maintain public records required by the public agency to perform the service. If County transfers all public records to the public agency upon completion of the contract, County shall destroy any duplicate public records upon completion of the agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEVEN SCHAIBLE, THE CUSTODIAN OF PUBLIC RECORDS AT DISTRICT 863-327-1308, SSCHAIBLE@RIDECITRUS.COM, 1212 GEORGE JENKINS BOULEVARD, LAKE LAND, FLORIDA 33815.

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

COUNTY: Polk County
Attn: County Manager
P.O. Box 9005, Drawer CA01
330 W. Church Street
Bartow, Florida 33830-9005

DISTRICT: Lakeland Area Mass Transit District
Attn: Tom Phillips, Executive Director
1212 George Jenkins Boulevard
Lakeland, Florida 33815

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

17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared severable.
18. Rights Cumulative. All rights, powers, and remedies of the County and the District hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the County or the District by law.
19. Controlling Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida. Any suit brought to enforce this Agreement shall be in the state courts in and for Polk County, Florida.
20. Parties in Interest. This Agreement shall insure to the benefit of the County and the District. It is not the purpose of this Agreement to render any other party a third party beneficiary hereof.
21. Limits of Liability. Nothing contained herein shall operate or be construed as a waiver of the Districts or the County's limit of liability as set forth in §768.28 of the Florida Statutes regardless of whether such claims are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
22. Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated by reference into the body of this Agreement as if set forth herein.

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

POLK COUNTY, a political subdivision of
the State of Florida

LAKELAND AREA MASS TRANSIT
DISTRICT, an independent special district

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk

Witness: _____

By: _____

Deputy Clerk

Printed Name: _____

Witness: _____

Printed Name: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 26, 2018
AGENDA ITEM #4

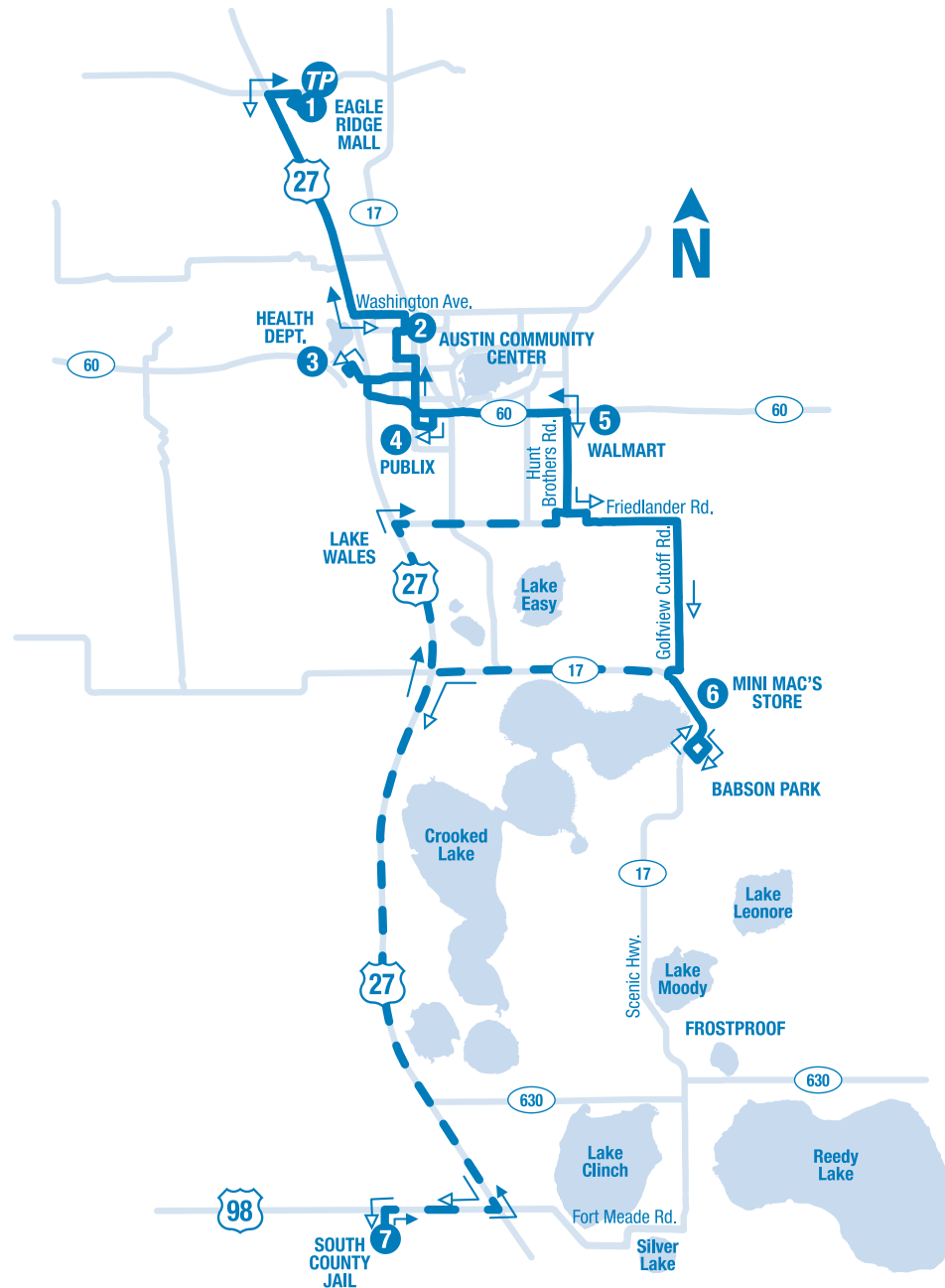
Agenda Item: Route 35 Frostproof service elimination

Presenter: William Knieriem / Director of Operations

Recommended
Action: Approval

Summary: A Public workshop was conducted giving the public an opportunity to comment on the route changes proposed at the September 2018 LAMTD board meeting. A copy of the route changes and a recap of the workshop information is being provided. We are requesting approval for the proposed route changes to take effect October 18, 2018.

Attachments: Updated Route 35 map



	Depart Eagle Ridge Mall 1	Austin Community Center 2	Health Department at Lake Wales Plaza 3	Publix Southgate at Lake Wales 4	Walmart at Lake Wales 5	Mini Mac's Store at Babson Park 6	South County Jail 7	Walmart at Lake Wales 5	Publix Southgate at Lake Wales 4	Austin Community Center 2	Arrive at Eagle Ridge Mall 1
WEEKDAYS	6:15	6:27	6:33	---	6:42	---	---	---	6:49	6:55	7:07
	7:15	7:27	7:33	7:39	7:47	8:01	8:20	8:40	8:47	8:53	9:05
	9:15	9:27	9:33	9:39	9:47	10:01	10:20	10:40	10:47	10:53	11:05
	11:15	11:27	11:33	11:39	11:47	12:01	12:20	12:40	12:47	12:53	1:05
	1:15	1:27	1:33	1:39	1:47	2:01	2:20	2:40	2:47	2:53	3:05
	3:15	3:27	3:33	3:39	3:47	4:01	4:20	4:40	4:47	4:53	5:05
SATURDAY	5:15	5:27	5:33	5:39	5:47	6:01	6:20	6:40	6:47	6:53	7:05
	7:15	7:27	7:33	7:39	7:47	8:01	8:20	8:40	8:47	8:53	9:05
	9:15	9:27	9:33	9:39	9:47	10:01	10:20	10:40	10:47	10:53	11:05
	12:15	12:27	12:33	12:39	12:47	1:01	1:20	1:40	1:47	1:53	2:05
	2:15	2:27	2:33	2:39	2:47	3:01	3:20	3:40	3:47	3:53	4:05

TP Transfer Points - - - - Express Service

TRANSFER POINTS PUNTOS DE TRANSFERENCIA

Eagle Ridge Mall: Rt 30

- ➡ From Eagle Ridge Mall to South County Jail
Desde Eagle Ridge Mall hacia la Carcel del Sur del Condado
- ➡ From South County Jail to Eagle Ridge Mall
Desde la Carcel del Sur del Condado hacia Eagle Ridge Mall

For More Information CALL *Para más información llame al*
855.POLKBUS (765-5287)

WWW.RIDECITRUS.COM

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Date: OCTOBER 26, 2018
AGENDA ITEM 5a

Agenda Item: **LAMTD Substance Abuse Management Policy**

Presenter: Steven Schaible, Director of Human Resources

Recommended

Action: Approve updated policy aligned with DOT DFW

Summary: Updates and replaces Substance Abuse Management policy (last updated 2014). Proposed policy includes:

1. FTA FDOT Revisions for Opioids
2. Updates new Medical Review Officer (MRO)
3. Updates third party administrator as FSSolutions
4. Establishes new Designated Employer Representative

Attachments: See attached Lakeland Area Mass Transit District dba Citrus Connection Substance Abuse Management Policy in accordance with USDOT and FTA Regulations



Lakeland Area Mass Transit District dba Citrus Connection Substance Abuse Management Policy

In accordance with USDOT and FTA Regulations

Lakeland Area Mass Transit District (LAMTD) is dedicated to providing safe, dependable, and economical transportation service to its patrons. LAMTD employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. ***Policy provisions authorized by LAMTD are italicized and bolded throughout this policy.*** All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

This policy is approved by: Lakeland Area Mass Transit District Board of Directors

Title of approving official: Board Chairman Phillip Walker

Signature of approving official: _____

Date signed: _____

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3. USDOT/FTA Prohibited Drugs
4. Pre-employment Drug and Alcohol Background Checks
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9. Urine Specimen Collections
10. Refusal to Submit to USDOT/FTA Required Drug Testing
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16. Role of the Medical Review Officer (MRO)
17. Consequence for MRO Verified Positive Drug Test
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19. Alcohol Prohibition
20. Alcohol Testing
21. Consequence for USDOT/FTA Alcohol Violation
22. Voluntary Disclosure (Under Agency Authority)
23. LAMTD Testing Program Contacts and Substance Abuse Assistance Resources

1. Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse. 49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol testing program of the District will be conducted in accordance with 49 CFR Parts 40 and 655, as amended. Employees may request copies of the applicable regulations by contacting the District's designated employer representative ("DER") listed in Section 26 of this policy.

2. Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 29, The Drug-Free Workplace Act of **1988**, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace. This policy incorporates those requirements for safety-sensitive employees and others, as indicated.

3. Policy Applicability

This policy applies to all safety-sensitive transit system employees as identified and described herein. Paid part-time employees and contractors, when performing safety-sensitive duties, are also covered by this policy when performing any District-related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. *In addition, all contractors' employees are covered by this policy while performing general repairs or who are directly responsible for any service(s) that aid in the movement of District transit vehicles.* This written policy shall be distributed to all employees and contractors.

Adherence to this policy and is a condition of employment in a safety sensitive position; per 49 CFR Part 655.

Safety-Sensitive Employees and Applicants for Safety-Sensitive positions covered by this policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service
2. Operate a non-revenue service vehicle when such vehicle is required to be operated by a holder of a commercial driver's license
3. Control the dispatch or movement of a revenue service vehicle
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service
5. Carry a firearm for security purposes
6. May perform any of the above safety sensitive functions in a supervisory or training role.

This policy is applicable to the following positions within the District:

- Executive Director
- Safety Specialist
- Operation Supervisors
- Trainers
- Bus Operators
- Dispatchers/Schedulers
- Call Center Supervisor
- Maintenance Manager
- Maintenance Technicians
- Maintenance Shop Foremen
- Maintenance Fuel Island Personnel

4. Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40; the following are prohibited substances. Consumption of these products is prohibited at all times:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (e.g., Marijuana)
- Amphetamines
- Alcohol Misuse

5. Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing safety sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited; this includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs.

The District strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform. In order to ensure that appropriate medications are prescribed

6. Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results. All urine drug testing and breath alcohol testing will be conducted in accordance with applicable with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). The District currently contracts with Laboratory Corporation of America for coordination of the Drug & Alcohol Program.

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, The District shall not release employee information that is contained in records maintained per 49 CFR, Section 655.73.
2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. The District shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

The District will strictly adhere to appropriate standards of confidentiality with regard to employee testing records. All testing record results will be released only to those authorized by the FTA/FDOT rules to receive such information. The testing record results are received by the designated employer representatives (Manager, HR & Risk and Manager, Safety, Security & Training) and are received confidentially via email and/or mail in a stamped confidential envelope. Testing results are secured in a locked file cabinet accessible only the designated employer representatives.

7. Employee Responsibility to Notify the District of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to immediately notify the District of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employees shall be immediately removed from safety sensitive duties.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

8. Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

9. Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, the District must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. The District will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to the District. An applicant/transferee who refuses to provide such written consent will not be permitted to perform safety-sensitive functions for the District.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return to duty process in addition to a pre-employment drug test with negative results, prior to their placement into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart 0.

10. Pre-Employment Testing

All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. LAMTD must receive an MRO-verified negative drug test result prior to the applicant's first performance of any safety sensitive function, including behind-the-wheel training.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with LAMTD. The applicant will be provided a list of USDOT-qualified Substance Abuse Professionals.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was also removed from the random testing pool for 90 days or more, must submit to a pre-employment urine drug test. LAMTD must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function.

11. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least 4 hours before the end of the shift.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list *which is administered through the District's Third Party Administrator, FS Solutions located at 1364 Welsh Road, Suite C-2, North Wales, PA 19452 (800)-732-3784*.

12. Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Lakeland Area Mass Transit District has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

13. Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Lakeland Area Mass Transit District using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Lakeland Area Mass Transit District using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

All information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety sensitive employee whose performance could have contributed to the accident shall be tested. The decision regarding whether the employee's performance could have contributed to the accident will be made in the sole discretion of the District using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post accident tests will be done as soon as possible, all reasonable efforts shall be made to test the safety sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required time period following the accident, the District shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond the District's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by the District. (Per 49 CFR, Part 655.44)

14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 9-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have "refused testing". Refusal to submit to DOT required testing is a violation of this substance abuse policy.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

- (a) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- (b) Failure to remain at the testing site until the testing process is completed (after the process has been started).
- (c) Failure to attempt to provide a urine specimen for any drug test required by this part or DOT agency regulations.
- (d) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen.
- (e) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (f) Failure or decline to take an additional drug test the employer or collector has directed you to take.
- (g) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the District.
- (h) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).

(i) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.

g) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.

k) Admit to the collector or MRO that you adulterated or substituted the specimen.

Refusing to submit to a USDOT/FTA required test is a violation of the USDOT/FTA testing program. Employees are required to be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

15. Observed Urine Drug Collections

Observed collections are required in the following circumstances:

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup.

16. Specimen Validity Testing

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

17. Dilute Test Results

Upon receipt of **negative-dilute** pre-employment and random drug test results, the District will exercise the right to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The result of the second urine drug test will be accepted as the final result. The District will exercise this right uniformly for all drug tests that produce a negative-dilute test result.

- Negative-Dilute, Creatinine ≥ 5 mg/dl (retest, not observed)
- Negative-Dilute, Creatinine is between 2-5 mg/dl (must retest under direct observation)

Upon receipt of a **positive-dilute** urine drug test result, the District will immediately remove the employee from safety sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. **A positive dilute result is always deemed as a final positive result.**

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

18. Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. The District shall use the following MRO:

The role of the Medical Review Officer is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to LAMTD. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact his/her prescribing physician and request that the physician contact the MRO within 5 business days.

The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. LAMTD will be notified by the MRO when the outcome of the consultation results in a determination that the donor's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to LAMTD without consultation. Based on the MRO recommendation, LAMTD may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for LAMTD is:

Name of MRO: Randy Barnett, D.O.

Address: 100 Highpoint Dr., Ste. 102, Chalfont, PA 18914

Phone Number: 215-396-5500 Fax Number: 215-396-5610

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

19. Consequence for MRO Verified Positive Drug Results

When LAMTD is notified of an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. Applicants will be excluded from hire and provided a list of DOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

20. Cancelled/Invalid Test Results

A drug test that has been declared cancelled by the Medical Review Officer, because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a cancelled test.

When a negative urine drug test result is required (as is the case with pre-employment, return to duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended.

The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return to duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be cancelled and therefore considered neither positive nor negative.

21. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Cancelled". The procedures for cancelled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, the District is required to ensure that the cost for the split specimen testing is covered, in order for a timely analysis of the sample. *The District will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.*

22. Alcohol Prohibition

Safety-sensitive employees are prohibited from consuming alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. Safety-sensitive employees must not consume alcohol within eight (8) hours following an accident or until the employee submits to post-accident testing, whichever occurs first.

23. Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be impaired by alcohol while performing safety sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to the District in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

The District affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentially shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for a minimum of (8) eight hours unless a retest results in a concentration measure of less an 0.02.

A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.04 or greater has violated the USDOT/FTA testing program and will be removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. ***Per LAMTD authority, violation of the USDOT/FTA testing program will result in termination of employment.***

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

24. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

- (a) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (b) Failure to remain at the testing site until the testing process is complete.
- (c) Failure to attempt to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
- (d) Failure to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (e) Failure to undergo a medical examination or evaluation, as directed by the District.
- (f) Failure to sign the certification at Step 2 of the ATF.
- (g) Failure to cooperate with any part of the testing process.

Whenever an employee refuses to submit to an alcohol test as indicated above, a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided.

Under District authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

25. Voluntary Disclosure

The District recognizes that alcohol and drug abuse are treatable illnesses. We also encourage and support early intervention and rehabilitation. In support of this, our Substance Abuse Policy:

- *Encourages employees to voluntarily come forward and disclose any substance abuse issues with their immediate Supervisor and/or the HR Director. Disclosure must occur prior to the employee 's notification of any test.*
- *Encourages employees to seek help if they are concerned that they may have a drug and/or alcohol problem*

If an employee in a safety-sensitive position self-identifies as having issues associated with substance abuse, the employee will be immediately removed from duty. The employee will be referred, for his/her consideration and at his/her expense, to a substance abuse counselor for evaluation. in accordance with 49CFR Part 40.

26. System Contacts and Substance Abuse Resources

Designated Employer Representative

Name: Marcy Harrison

Title: Human Resources

Phone: 863-327-1302

E-mail: mharrison@ridecitrus.com

Alternate Designated Employer Representative

Name: Steve Schaible

Title: Director, Human Resources & Risk

Phone: 863-327-1308

E-mail: sschaible@ridecitrus.com

Employee Assistance Program (EAP)

888-628-4824 (Available 24/7)

Substance Abuse Professional

Name: Steve Enzor, CEAP

Address: 418 8th Street, NE, Winter Haven, Fl. 33855

Phone: 863-287-7887

Fax: 863-294-5533

Name: Ian Erickson, LMHC

Address: 5130 S. Florida Ave Ste. 408, Lakeland, Fl. 33813

Phone: 863-342-4570

National Hot-Line Numbers and Help Lines:

The American Council on Alcoholism Help

Line 1-800-527-5344

The National Institute on Drug Abuse Hot

Line 1-800-662 HELP

The referenced USDOT and FTA regulations, as well informational material related to this testing program are available for review and/or download from the Florida Department of Transportation's Substance Abuse Management Website: <http://sam.cutr.usf.edu>. Further information may be obtained from the USDOT's Office of Drug and Alcohol Policy and Compliance website: <https://www.transportation.gov/odapc> and the Federal Transit Administration's (FTA) website: <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Default.aspx>