

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
Citrus Connection, Hollingsworth Meeting Room, 1212 George Jenkins Blvd.
Wednesday, October 11, 2017, at 8:30 a.m.

Call to Order Action Required

1. Public Hearing held September 28, 2017- No Quorum

2. Public Comments TBD

***Sharon Coffin, Retirement

3. Finance / David Persaud

- | | |
|--|----------|
| a. Mauldin & Jenkins Audit Services | None |
| b. LAMTD Financial Report | None |
| c. PCTS Financial Report | None |
| d. Shirley Conroy Rural Area Capital Assistance Program Grant
Resolution #17-14 | Approval |

4. Legal / The Darby Group

- | | |
|---|----------|
| a. LAMTD Interlocal Agreement - Informational | None |
| b. UAP Agreements | |
| - Southeastern University Agreement | Approval |
| - Southern Technical College | Approval |
| - New Beginnings | Approval |

5. Executive Director Report / Tom Phillips

- | | |
|---------------------|------|
| a. District Updates | None |
|---------------------|------|

6. Operations / Bill Knieriem

- | | |
|--|----------|
| a. Elimination of 11 stops within the City of Frostproof | Approval |
| b. Route 25 Changes – INFORMATIONAL ONLY | None |

7. Executive Informational Summary / Tom Phillips

- | | |
|-----------------------------|------|
| a. September Calendar | None |
| b. Ridership and UAP Update | None |

8. Other Business TBD

Adjournment

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #1

Agenda Item: Public Hearing held on September 28, 2017 – No Quorum

Presenter: Marcy Harrison

Recommended
Action: None

Attachments: None

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #2

Agenda Item: Public Comments

Presenter: TBD

Recommended
Action: TBD

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #3(a)

Agenda Item: Mauldin & Jenkins Audit Services

Presenter: David Persaud, Chief Financial Officer

Recommended
Action: None

Summary: Oral Presentation

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #3(b)

Agenda Item: August 31, 2017 LAMTD Monthly Financial Statement
FY 2016-17

Presenter: David Persaud, Chief Financial Officer

Recommended
Action: None

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

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

Attachments: See Attachments



LAKELAND AREA MASS TRANSIT DISTRICT

EY 2017
MONTHLY FINANCIAL STATEMENT
MONTH OF: AUG 2017

REVENUES:	Account	Month				YTD				Approved Annual Budget
		Actual	Budget	Variance		Actual	Budget	Variance		
				\$s	%			\$s	%	
R4	Farebox/Pass Sales	\$ 64,547	\$ 70,711	\$ (6,163)	-9%	\$ 612,005	\$ 777,819	\$ (165,814)	-21%	\$ 848,530
R6	Contract Income (UAP)	\$ 11,524	\$ 20,260	\$ (8,736)	-43%	\$ 253,307	\$ 222,860	\$ 30,447	14%	\$ 243,120
R3	Other Contract Revenue	\$ 16,918	\$ 24,076	\$ (7,158)	-30%	\$ 292,915	\$ 264,834	\$ 28,081	11%	\$ 288,910
R5	Miscellaneous Income	\$ 9,159	\$ 833	\$ 8,326	999%	\$ 31,442	\$ 9,167	\$ 22,275	243%	\$ 10,000
R7	Advertising Revenue	\$ 5,821	\$ 14,500	\$ (8,679)	-61%	\$ 103,730	\$ 159,500	\$ (55,770)	-35%	\$ 174,000
R8	Investment/Interest Income (net)	\$ 4,972	\$ 833	\$ 4,139	497%	\$ 55,664	\$ 9,167	\$ 46,497	507%	\$ 10,000
R9	Ad Valorum Income, net	\$ 2,683	\$ 324,372	\$ (321,689)	-99%	\$ 3,931,579	\$ 3,568,088	\$ 363,491	10%	\$ 3,892,460
R10	FDOT Operating Grant	\$ 721,105	\$ 137,002	\$ 584,104	426%	\$ 1,271,763	\$ 1,507,018	\$ (235,255)	-16%	\$ 1,644,020
R11	Federal Operating Grant	\$ -	\$ 217,626	\$ (217,626)	-100%	\$ 1,051,575	\$ 2,393,884	\$ (1,342,309)	-56%	\$ 2,611,510
R12	Charitable Contributions	\$ -	\$ -	\$ -	0%	\$ 20,000	\$ -	\$ 20,000	0%	\$ -
R13	Cost Recovery	\$ -	\$ 3,109	\$ (3,109)	-100%	\$ 45,318	\$ 34,201	\$ 11,117	33%	\$ 37,310
R17	City of Lakeland	\$ 12,990	\$ 12,531	\$ 460	4%	\$ 135,411	\$ 137,839	\$ (2,428)	-2%	\$ 150,370
R1	Bartow Express	\$ 4,861	\$ 3,274	\$ 1,586	48%	\$ 53,645	\$ 36,016	\$ 17,629	49%	\$ 39,290
R2	PCTS - Support Cost Reimb.	\$ 37,841	\$ 37,841	\$ (0)	0%	\$ 416,248	\$ 416,249	\$ (1)	0%	\$ 454,090
Reserve										
TOTAL REVENUES		\$ 892,221	\$ 866,968	\$ 25,254	3%	\$ 8,274,603	\$ 9,536,643	\$ (1,262,040)	-13%	\$ 10,403,610
ELIGIBLE EXPENSES:										
1	Salaries	\$ 346,442	\$ 372,057	\$ (25,616)	-7%	\$ 3,822,554	\$ 4,092,632	\$ (270,079)	-7%	\$ 4,464,690
2	Employee Benefits	\$ 167,503	\$ 186,011	\$ (18,508)	-10%	\$ 1,855,591	\$ 2,046,122	\$ (190,532)	-9%	\$ 2,232,134
3	Advertising Fees	\$ 120	\$ 1,125	\$ (1,005)	-89%	\$ 13,209	\$ 12,375	\$ 834	7%	\$ 13,500
4	Professional & Technical Ser	\$ 19,376	\$ 31,490	\$ (12,114)	-38%	\$ 293,884	\$ 346,391	\$ (52,507)	-15%	\$ 377,881
5	Contract Maintenance Services	\$ 5,012	\$ 8,196	\$ (3,184)	-39%	\$ 48,921	\$ 90,154	\$ (41,233)	-46%	\$ 98,350
6	Other Services	\$ 13,128	\$ 3,352	\$ 9,775	292%	\$ 78,205	\$ 36,877	\$ 41,329	112%	\$ 40,229
7	Fuel & Lubricants	\$ 43,313	\$ 47,585	\$ (4,272)	-9%	\$ 423,765	\$ 523,435	\$ (99,670)	-19%	\$ 571,020
8	Freight	\$ 228	\$ 292	\$ (64)	-22%	\$ 5,621	\$ 3,208	\$ 2,413	75%	\$ 3,500
9	Repairs & Maintenance	\$ (10,703)	\$ 3,708	\$ (14,411)	-389%	\$ (30,735)	\$ 40,792	\$ (71,527)	-175%	\$ 44,500
10	Materials & Supplies	\$ 52,479	\$ 57,049	\$ (4,571)	-8%	\$ 400,262	\$ 627,541	\$ (227,279)	-36%	\$ 684,590
11	Utilities/Telephone	\$ 13,786	\$ 9,167	\$ 4,619	50%	\$ 114,484	\$ 100,833	\$ 13,651	14%	\$ 110,000
12	Physical Damage Insurance	\$ 3,259	\$ 2,267	\$ 992	44%	\$ 30,482	\$ 24,933	\$ 5,549	22%	\$ 27,200
13	Liab & Prop Damage Insurance	\$ 16,427	\$ 19,433	\$ (3,006)	-15%	\$ 188,275	\$ 213,767	\$ (25,491)	-12%	\$ 233,200
14	Other Corporate Insurance	\$ -	\$ 167	\$ (167)	-100%	\$ 1,010	\$ 1,833	\$ (823)	-45%	\$ 2,000
15	Dues & Subscriptions	\$ 249	\$ 3,483	\$ (3,234)	-93%	\$ 33,681	\$ 38,309	\$ (4,628)	-12%	\$ 41,792
16	Education/Training/Meeting/Travel	\$ 3,628	\$ 6,646	\$ (3,018)	-45%	\$ 73,803	\$ 73,104	\$ 699	1%	\$ 79,750
17	Service Charges	\$ 1,463	\$ 917	\$ 547	60%	\$ 15,541	\$ 10,083	\$ 5,458	54%	\$ 11,000
18	Office Expense	\$ 7,003	\$ 9,237	\$ (2,234)	-24%	\$ 50,625	\$ 101,608	\$ (50,983)	-50%	\$ 110,845
19	Advertising & Promotions	\$ 2,756	\$ 1,667	\$ 1,090	65%	\$ 33,804	\$ 18,333	\$ 15,470	84%	\$ 20,000
20	Miscellaneous Expenses	\$ (85)	\$ 359	\$ (444)	-124%	\$ 23,539	\$ 3,951	\$ 19,588	496%	\$ 4,310
21	Property Appraiser/Tax Collector Comm	\$ 54	\$ 12,283	\$ (12,230)	-100%	\$ 139,994	\$ 135,117	\$ 4,878	4%	\$ 147,400
22	LDDA, CRA Contributions	\$ -	\$ 12,167	\$ (12,167)	-100%	\$ 160,948	\$ 133,833	\$ 27,115	20%	\$ 146,000
23	Capital Expenditures/ Debt Service	\$ 11,014	\$ 57,883	\$ (46,869)	-81%	\$ 121,159	\$ 636,717	\$ (515,557)	-81%	\$ 694,600
24	Bad Debt	\$ -	\$ 167	\$ (167)	-100%	\$ -	\$ 1,833	\$ (1,833)	-100%	\$ 2,000
25	Restricted Contingency	\$ -	\$ 20,260	\$ (20,260)	-100%	\$ -	\$ 222,860	\$ (222,860)	-100%	\$ 243,120
TOTAL ELIGIBLE EXPENSES:		\$ 696,452	\$ 866,968	\$ (170,515)	-20%	\$ 7,898,624	\$ 9,536,643	\$ (1,638,019)	-17%	\$ 10,403,610
NET REVENUES OVER (UNDER) EXPENSES		\$ 195,769	\$ (0)	\$ 195,769		\$ 375,979	\$ (0)	\$ 375,979		\$ (0)

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date August 31, 2017
FY 2016-2017

Year to Date August 31, 2017

Description	YTD of FY Budget	YTD Budget \$	YTD Actual \$	YTD of FY Expended	Annual Budget
Revenue YTD	92%	\$9,536,643	\$8,274,603	87%	\$10.4 Million
Expenses YTD	92%	\$9,536,643	\$7,898,624	83%	\$10.4 Million

REVENUES:

The total revenues realized year-to-date through August 31, 2017 totaled \$8.3 million or 87% of the YTD budget.

Farebox and all contract revenues reflect 87% of budgeted revenues through August 31, 2017.

Farebox revenues are under budget \$165,000 due to decline in ridership and some comingling of revenue that is being addressed.

- Other Contract Revenues are over budget by \$28,000 due to RAMCO Payment. City of Lakeland Revenues being in line with the budgeted revenues.
- Ad Valorem taxes reflect \$3.93 million or 101% of budget. The total budgeted revenues are \$3.9 million. Only 95% of the taxes are budgeted and due date is November 2016.

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

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

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

- Florida DOT operating grants \$1.6 million is being billed quarterly with \$1.3 million revenue YTD. These grants are on a cash basis which mean the services must be provided before we receive grant assistance. The total grants have been billed thru 9-30-17.
- FTA Section 5307 operating and capital grants budgeted at \$2.6 million with revenue YTD totaling \$1.1 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 total has been billed thru 9-30-17.
- Advertising income is also lagging at \$104,000 but should improve as payments are realized.
- The Support cost reimbursement revenue is in line with budget.
- The other revenues are showing a lag due to timing and being on a cash basis.

Lakeland Area Mass Transit District
Monthly Financial Report
Operating Budget. Budget to Actual
For the Year-to-date August 31, 2017
FY 2016-2017

EXPENSES:

The total expenses year-to-date through August 31, 2017 totaled \$7.90 million or 83% of the YTD budget.

- Salaries and benefits represent 93% of the FY 2016-2017 YTD budget. As of August 31, 2017, these expenses totaled \$5.7 million or 7% under budget of \$6.14 million and is under budget.
- Professional and Technical Services expenses totaled \$294,000 of the YTD budget; a favorable variance.
- Other services expenses totaled \$78,000 of the YTD budget, over budget due to cost for temporary employees in Finance- budgeted in salaries account.
- Fuel expenses totaled \$424,000 YTD under budget due to declining fuel prices; a favorable variance.
- Materials and supplies totaled \$400,000 under budget, a favorable variance.
- Advertising promotion expenses totaled \$34,000 over budget, offset with advertising revenues that are lagging.
- Dues and subscriptions, and office supplies are under budget a favorable variance.
- Property appraiser, Tax Collector Commission and CRA payments under budget, since payments are quarterly and annually. The City of Lakeland CRA payments were higher than budgeted.

Other remaining expenses are under the YTD budget through August 31, 2017

CHANGE IN FINANCIAL CONDITION	
Based on the year-to-date budget-to-actual variances through August 31 st the financials reflect a favorable actual variance of \$376,000 with 92% of the fiscal year.	

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

* Total 13.95%, LAMTD 20.06%, PCTS 2.20%

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

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #3(c)

Agenda Item: August 31, 2017 Financials for Polk County Transit Services
Contract – FY 2016-17

Presenter: David Persaud, Chief Financial Officer

Recommended
Action: None

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

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

Attachments: See Attachments

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #3(c)

Lakeland Area Mass Transit District
Monthly Financial Report
Polk County Transit Contract
Month of August 31, 2017
Year to Date Report
Percent of FY Reported (92%)

Revenues

- The revenues totaled \$3.8 million or 68% of the year-to-date budget.
- The FTA grant drawdown reflects 20% activity.
- Fare Revenues totaled \$120,000 or 106% of the year-to-date budget.
- The Polk County City Contributions totaled \$160,800.
- The County funding is designed to reflect the first and second payment for the budget grants match totaling \$1.8 million.

Expenses

- Operating expenses consists of labor cost, operating expenses and contract expenses.
- Total expenses for the period totaled \$4.7 million or 83% of the year-to-date budget.
- Salaries and wages totaled \$2.6 million or 76% of the YTD Budget.
- Operating expenses totaled \$1.7 million or 97% of the YTD Budget.
- The contract services are for contractual cost for the Lynx service and other planned contractual services totaled \$392,000 or 84% of the year-to-date budget.

Lakeland Area Mass Transit District
Financial Statement
Polk County Contract
Month of August 2017

Revenue				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Revenues				
County Match	\$ 1,960,704	\$ 1,797,312	\$ 1,796,944	100%
City Contribution	\$ 208,085	\$ 190,745	\$ 160,800	84%
Other City Revenue			\$ 181,551	100%
Fares	\$ 123,780	\$ 113,465	\$ 120,150	106%
FDOT Block Grants:				
GO924 - WHAT/ADA	\$ 711,773	\$ 652,459	\$ 290,736	45%
JARC AQ379	\$ 76,479	\$ 70,106	\$ 54,889	78%
NEW FREEDOM AQ407	\$ 89,808	\$ 82,324	\$ 70,069	85%
RURAL AQR07	\$ 800,575	\$ 733,860	\$ 124,356	17%
FDOT - PRIOR PERIOD		\$ -	\$ 105,019	100%
FTA				
FTA 5307 Grant	\$ 2,147,360	\$ 1,968,413	\$ 390,301	20%
FTA 5307 - PRIOR PERIOD			\$ 543,695	100%
Total	\$ 6,118,564	\$ 5,608,684	\$ 3,838,510	68%
Expenses				
	Annual Budget	YTD Budget	YTD Actual	Percent Expended
Labor	\$ 3,731,659	\$ 3,420,687	\$ 2,598,571	76%
Contract	\$ 506,300	\$ 464,108	\$ 391,982	84%
Operating	\$ 1,880,605	\$ 1,723,888	\$ 1,665,678	97%
Total	\$ 6,118,564	\$ 5,608,683	\$ 4,656,231	83%

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #3(d)

Agenda Item: **Resolution #17-14 Commission for the Transportation Disadvantaged (CTD) for the Lakeland Area Mass Transit District (LAMTD) Shirley Conroy Rural Capital Assistance Program**

Presenter: David Persaud, CFO

Recommended
Action: Recommend Approval to apply to the CTD for the Shirley Conroy Rural Capital Assistance Program and corresponding resolution

Summary: The District is submitting this grant application to the CTD for a 23' paratransit bus with four wheelchair spaces to replace one 23" paratransit bus that has exceed its useful life in the Polk County Rural Area.

Funding: This grant requires both 90/10 split between the CTD, and the County. CTD will provide \$99,355 with grant funding and the County will provide \$11,039 in matching funds for a total of \$110,394

Attachments: Resolution

LAKELAND AREA MASS TRANSIT DISTRICT

RESOLUTION #17-14

A RESOLUTION of the BOARD OF DIRECTORS of the Lakeland Area Mass Transit District, hereinafter BOARD, hereby authorizes the filing of a Shirley Conroy Rural Area Capital Assistance Program Grant Application with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD has the authority to file this Grant Application and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

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

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Tom Phillips, Executive Director to file and execute the application on behalf of the Lakeland Area Mass Transit District with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is
Lakeland Area Mass Transit District
4. The BOARD authorizes Tom Phillips to sign any and all agreements or contracts which are required in connection with the application.
5. The BOARD authorizes Tom Phillips to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

DULY PASSED AND ADOPTED THIS 11 DAY OF October, 2017

BOARD OF Lakeland Area Mass Transit District

George Lindsey III

Typed name of Chairperson

Signature of Chairperson

ATTEST: .

Signature _____

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #4(a)

Agenda Item: LAMTD Interlocal Agreement

Presenter: Tim Darby, Darby Law Group

Recommended
Action: Informational Only

Summary: 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. The District is a public transportation operator in the Lakeland Urbanized Area and elsewhere in Polk County and the County desires that the District operate and manage all transit services in Polk County.

Attachments: See attached Interlocal Agreement

**INTERLOCAL AGREEMENT
FOR
COUNTYWIDE TRANSIT SYSTEM**

This Interlocal Agreement (“this Agreement”) is made and entered into, as of the ____ day of _____, 2017, 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 \$1,960,704, as further specified in Attachment A, attached hereto and incorporated herein by reference, by Match Required for WHAT. The schedule of payments will be as follows: one-half \$980,352 on October 13, 2017, with the remainder to be paid in three equal installments of \$326,784 each on January 13, 2018, April 14, 2018, and July 14, 2018. 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 March 1.
4. 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.

5. New or Increased Grant Opportunities. District agrees to seek and obtain approval from County prior to the application for any new transit grants or additional funding under existing grants for the Services to the extent District will be seeking matching contributions from the County for the same. The County shall not be obligated to provide matching funds for any transit grant opportunities unless the same is approved by the County in advance of the grant application.
6. Facilities, Bus, Radios, and IT Transit-Related Equipment, and Emergency Management. The District and the County shall enter into separate agreements for the management and provision of applicable services related to transit facilities, vehicles and maintenance of the same, radios, IT-related equipment and certain emergency management matters. Such agreements shall be coterminous with this Agreement. Notwithstanding the foregoing, within ninety (90) days of the date of this Agreement, the County and the District will complete the transfer of ownership to the District of all transit buses remaining in the County's inventory. In addition, County and District staff shall endeavor to transfer ownership of the WHAT terminal to the District, subject to necessary approvals, with the County retaining a right of reverter in the event the District no longer provides transit services in the greater Winter Haven area.
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 the request copies of the policies and review all policies prior to the inception of this contract.
 - g. Certificate(s) of Insurance shall be issued to: 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, 2017through September 30, 2018. This Agreement shall automatically renew for two (2) additional one (1) year terms unless written notice of termination is sent by one party to the other party no later than sixty (60) days prior to the end of the original term or any renewal term thereof.

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. Public Records. 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, LAKELAND, 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: _____

Printed Name: _____

By: _____

Deputy Clerk

Witness: _____

Reviewed as to form and legal sufficiency:

Printed Name: _____

County Attorney's Office

Match Required for WHAT

FTA	Total Grant			Non County In-kind Match		Balance		Total Non-County Match	
	Federal	State	Local						
5307 award		\$1,813,690	\$1,473,623			\$2,049,198.00			
5339 Award	\$3,287,314					\$1,473,623			
5311 Award	\$252,088	\$201,670	\$50,418			\$0			
5310 Award	\$1,601,150	\$800,575	\$800,575			\$575,575			
5316 Award	\$551,065	\$440,852	\$55,107			\$0			
	\$186,948	\$93,474	\$93,474			\$0			
Total FTA	\$5,878,564	\$3,350,261	\$105,524	\$2,422,779		\$2,049,198.00			

Total Grant			Non County In-kind Match		Balance		Total Non-County Match	
Federal	State	Local						
Block Grant	\$1,227,314	\$613,657	\$613,657			\$0		
TD	\$1,363,840	\$1,227,456	\$136,384			\$0		
Total State	\$2,591,154	\$1,841,113	\$750,041					

Over all totals	\$8,469,718	\$3,350,261	\$1,946,637	\$3,172,820					
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Non-county match funds		\$2,049,198
Difference		\$1,123,622
County Sponsored Routes		
Routes 427-416	\$406,546	\$406,546
County Share 22XL	\$131,617	\$131,617
	\$750,041	\$750,041
County Matching Contribution		\$1,661,785
Funding for Grant Decline		\$298,919
Total County Grants Subsidy		\$1,960,704
State Balance		\$373,581
FTA Balance		\$1,661,784.85

Non-County Match		
TD	\$1,227,456	
Block Grant	\$613,657	
City Contribution	\$208,085	
Total	\$2,049,198	

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #4(b)

Agenda Item: UAP Renewal Agreement - Southeastern University, Southern Technical College, and New Beginnings High School

Presenter: Tim Darby, Darby Law Group

Recommended
Action: Board approval to renew the existing Universal Access Program agreements with Southeastern University, Southern Technical College, and New Beginnings High School

Summary: Oral Presentation

Attachments: See UAP agreements

**Service Agreement -
Southeastern University and Lakeland Area Mass Transit District**

This Service Agreement is entered into this _____ day of _____, 2017, by and among Southeastern University (hereinafter referred to as "Southeastern"), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the "District").

WHEREAS, Southeastern desires to provide its students, faculty, and staff the benefit of unlimited access to public transit as a means of commuting to school and other activities; and,

WHEREAS, the District operates a fixed route public transit system which currently provides fixed route bus service to and around the Southeastern campus, 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 one (1) year commencing on _____, 2017, through and including _____, 2018. This Agreement will automatically renew for four (4) additional one (1) year terms without notice unless Southeastern or the District gives notice of intent to terminate the Agreement in writing 90 days prior to the expiration of the initial term or any renewal term.

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

3. The District will allow current Southeastern students, faculty, and staff unlimited access for each fixed route transit trip when the students, faculty, or staff show the appropriate Southeastern identification card.

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 Centers where the particular bus is based. 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 monthly rate to be charged to Southeastern by the District for the transit service will be \$750.00, to be paid to the District. In the event ridership for the transit service increases during any additional one (1) year term, compared to the ridership during the initial term, the monthly rate to be charged will increase based on the following schedule:

<u>Incremental percentage increase in ridership</u>	<u>Additional monthly rate to be charged</u>
20% - 29%	\$200.00
30% - 39%	\$200.00
40% - 49%	\$200.00
50% - 59%	\$200.00
60% - 69%	\$200.00
70% - 79%	\$200.00
80% - 89%	\$200.00
90% - 99%	\$200.00

For example, if ridership increases by 75% in any additional one (1) year term, compared to the ridership during the initial term, the total monthly rate to be charged would be \$1,950.00. If the ridership increases more than 99%, then the additional monthly rate of \$200.00 will be charged for each incremental percentage increase in ridership as set forth above. Based on the above, it is understood that the monthly rate to be charged will be \$750.00 for the initial term and the first additional one (1) year term. Any increase in the monthly rate would be charged during the second, third, or fourth additional one (1) year term.

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

7. Southeastern agrees to provide all current students, faculty, and staff with a photo identification card.

8. Southeastern agrees to design and fund the wrapping of one District bus with Southeastern artwork and advertisement. The design of the wrap will be provided by Southeastern and must be approved by the District. The District agrees to waive the monthly

advertising fee of \$875.00 for the term of this Agreement. If the District determines that the wrap must be replaced at any time during the term of this Agreement due to damage or normal wear and tear, Southeastern agrees to fund the replacement wrap. It is understood that the wrapped bus 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.

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, and between the County and any other governmental authority including, without limitation, the City of Lakeland, the Polk Transit Authority, and the District.

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

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:

SOUTHEASTERN: Southeastern University
1000 Longfellow Boulevard
Lakeland, FL 33801
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 (except for the 4 additional automatic one year renewal terms referred to in paragraph 1), 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 an independent contractor, and not as an agent, employee, partner, joint venture, or associate of Southeastern. 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 Southeastern.

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. 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.

18. Southeastern 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 Southeastern 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 Southeastern the service. If Southeastern transfers all public records to the public agency upon completion of the contract, Southeastern shall destroy any duplicate public records upon completion of the agreement, Southeastern 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 SOUTHEASTERN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SOUTHEASTERN'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.

19. 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.

SOUTHEASTERN UNIVERSITY

BY: _____

Witnesses

LAKELAND AREA MASS TRANSIT
DISTRICT

BY: _____
George Lindsey III, Board

Chairman

Witnesses

**Service Agreement -
Southern Technical College and the Lakeland Area Mass Transit District**

This Service Agreement is entered into as of the ____ day of _____, 2017, by and among Southern Technical College Brandon and Auburndale Campus (hereinafter referred to as “STC”) and the Lakeland Area Mass Transit District, an independent special taxing district (hereinafter referred to as the “District”).

WHEREAS, STC desires to provide its Students, the benefit of unlimited access to public transit as a means of commuting to school, work, and other activities; and,

WHEREAS, the District operates separate public transit systems which currently provide fixed route bus service to and around the STC campus, and

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 one (1) year commencing on _____, 2017, through and including _____, 2018, unless STC or the District gives notice of intent to terminate the agreement in writing ninety (90) days prior to the expiration of the term of the agreement.

2. 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 Centers where the particular bus is based. 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.

3. In exchange for the monthly rate of \$800.00, to be paid to the District and distributed by the District as provided in paragraph 5 below. The District shall provide STC students unlimited access during normal hours of operation for each fixed route transit trip when the student shows the appropriate STC identification card.

4. Invoices will be issued each calendar month for the transit service. STC shall pay within 30 days of receipt of the invoice.

5. STC agrees to provide all current Students with a photo identification card with an expiration date.

6. 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, and between the County and any other governmental authority including, without limitation, the City of Lakeland, the Polk Transit Authority, and the District, but do not impose any additional obligations upon STC or adversely affect STC's rights hereunder.

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

8. 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.

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:

STC:	Southern Technical College
	298 Havendale Boulevard
	Auburndale, Florida 33823

ATTN: Cliff Messina

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 STC. 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 STC.

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. 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.

SOUTHERN TECHNICAL COLLEGE,

_____ By: _____

_____ Date: _____
Witnesses

DISTRICT LAKELAND AREA MASS TRANSIT

_____ By: _____
George Lindsey III, Chairman

_____ Date: _____
Witnesses

**Universal Access Service Agreement -
New Beginnings High School and Lakeland Area Mass Transit District**

This Service Agreement is entered into as of the _____ day of _____, 2017, by and among NEW BEGINNINGS HIGH SCHOOL (hereinafter referred to as “New Beginnings”), and the LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district (hereinafter referred to as the “District”).

WHEREAS, New Beginnings desires to provide its students the benefit of unlimited access to public transit as a means of commuting to school and other activities; and,

WHEREAS, the District operates public transit systems which currently provide fixed route bus service to and around the New Beginnings campus, 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 one (1) year commencing on January, 2, 2018, through and including January 2, 2019. New Beginnings, the District may terminate this Agreement in writing 30 days prior to the expiration of the term of the Agreement.

2. The District will allow current New Beginnings students, faculty, and staff unlimited access for each fixed route transit trip when the students, faculty, or staff show the appropriate New Beginnings identification card. The District shall provide unlimited access to fixed route transit service for all current New Beginnings students, faculty and staff 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, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

4. The monthly rate to be charged to New Beginnings by the District for the transit service will be \$897.00, to be paid to the District.

5. Invoices will be issued each calendar month for the transit service. New Beginnings shall pay within 30 days of receipt of the invoice.

6. New Beginnings agrees to provide all current students, faculty, and staff with a photo identification card that includes an expiration date.

7. The District agrees to waive advertising fees for one premium bus wrap that has been previously purchased by New Beginnings. If the District determines that the wrap must be replaced at any time during the term of this Agreement due to damage or normal wear and tear, New Beginnings agrees to fund the purchase and installation of the replacement wrap. If New Beginnings does not fund the purchase and installation of the replacement wrap within thirty (30) days of the District's determination, New Beginnings agrees that the District may strip the wrap at New Beginning's expense 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, as required by Title VI regulations.

8. 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, and between the County and any other governmental authority including, without limitation, the City of Lakeland, the Polk Transit Authority, and the District.

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

10. 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.

11. 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:

NEW BEGINNINGS: New Beginnings High School
 3425 Lake Alfred Rd.
 Winter Haven, FL 33881
 ATTN:

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

12. 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.

13. 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.

14. 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 New Beginnings. 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 New Beginnings.

15. 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.

16. New Beginnings understands that the students are at all times subject to the same standards of behavior applicable to all other passengers.

17. New Beginnings specifically acknowledges and agrees that all District routes are public bus routes, and District does not owe a duty of care to any New Beginnings Passenger greater than the duty of care that the District owes to any non-participating bus passenger. New Beginnings shall defend, indemnify, and hold harmless District and their commissioners, officers, employees, and agents from any claim, injury, damage, expense, (including court costs and reasonable attorneys fees), or loss to the extent that it arises from a claim that the District owes a duty of care to any participating New Beginnings passenger greater than the duty of care that the District owes to any non participating bus passenger subject to the limitations set forth in Section 768.28, Florida Statutes.

18. Nothing contained herein shall operate or be construed as a waiver of the District's sovereign immunity nor a waiver of the District's, limits of liability set forth in Section 768.28 of the Florida Statutes, regardless of whether claims are based in contract, tort, strict liability, statute, products liability, negligence or otherwise.

19. 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.

NEW BEGINNINGS HIGH SCHOOL

By: _____

Witnesses

Date: _____

LAKELAND AREA MASS TRANSIT
DISTRICT

By: _____

George Lindsey III, Chairman

Witnesses

Date: _____

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
MAY 10, 2017
AGENDA ITEM #4(a)

Agenda Item:	District Updates
Presenter:	Tom Phillips, Executive Director
Recommended Action:	Board Information
Summary:	Oral Presentation

LAKELAND AREA MASS TRANSIT DISTRICT
PUBLIC HEARING MEETING
OCTOBER 11, 2017
AGENDA ITEM #6(a)

Agenda Item: Proposed Elimination of 11 Stops within the City of Frostproof

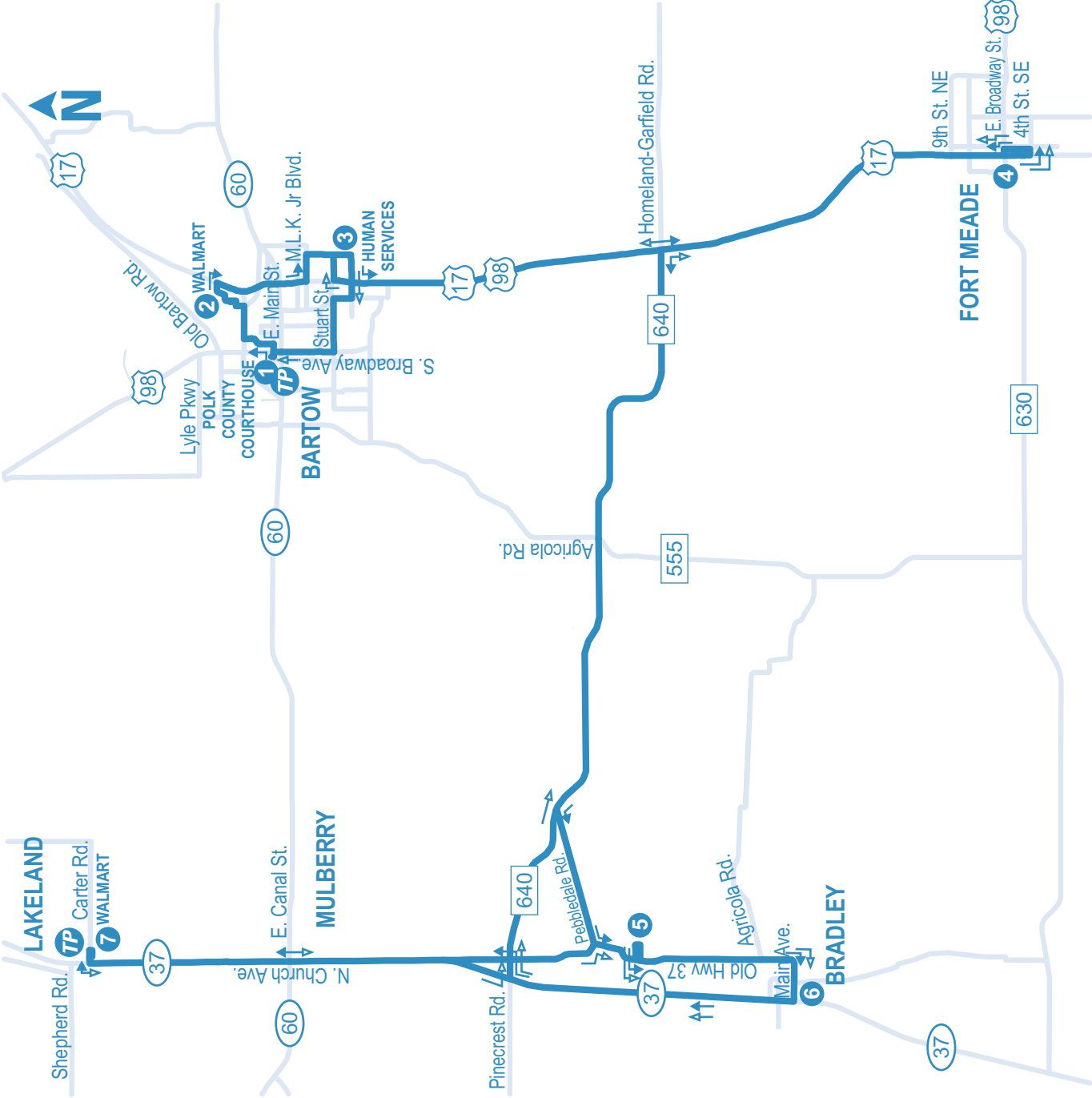
Presenter: Bill Knieriem, Director of Operations

Recommended
Action: The Board to approve the proposed elimination of 11 stops within the City of Frostproof on Route 35

Summary: Changes under consideration: Due to the Frostproof City Commission's decision to not subsidize public transit in the city, the following 11 stops are being considered for elimination:

(SOUTHBOUND) N. Scenic Hwy. 17 and McCloud Rd., N. Scenic Hwy. 17 and Bulldog Way, N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and E. Wall St., W. 7th St. and Elkhorn Dr., Hickory Avenue and Big Dipper.

(NORTHBOUND) N. Scenic Hwy. 17 and E. 9th St., N. Scenic Hwy. 17 and W. A St., N. Scenic Hwy. 17 and CR 630, N. Scenic Hwy. 17 and Bulldog Way and N. Scenic Hwy. 17 and Mullinsville Rd.



WEEKDAYS						
1	2	3	4	5	6	7
Depart Bartow Polk County Courthouse	Walmart at Bartow	Human Services at Bartow	Fort Meade Community Center	Williams St. & Johnson Ave.	Whidden St. & Main Ave.	Depart at Walmart at Carter Rd.
1	2	3	4	5	6	7
Depart Bartow	Polk County Courthouse	Human Services at Bartow	Fort Meade Community Center	Williams St. & Johnson Ave.	Whidden St. & Main Ave.	Human Services at Bartow
1	2	3	4	5	6	7
Depart Bartow	Polk County Courthouse	Human Services at Bartow	Fort Meade Community Center	Williams St. & Johnson Ave.	Whidden St. & Main Ave.	Depart at Walmart at Carter Rd.

WEEKDAYS						
WESTBOUND				EASTBOUND		
5:45	5:51	6:01	6:16	6:42	6:50	7:06
7:15	7:21	7:31	7:46	8:12	8:20	8:36
8:45	8:51	9:01	9:16	9:42	9:50	10:06
10:15	10:21	10:31	10:46	11:12	11:20	11:36
11:45	11:51	12:01	12:16	12:42	12:50	1:06
1:15	1:21	1:31	1:46	2:12	2:20	2:36
2:45	2:51	3:01	3:16	3:42	3:50	4:06
4:15	4:21	4:31	4:46	5:12	5:20	5:36
5:45	5:51	6:01	6:16	6:42	6:50	7:06



TRANSFER POINTS PUNTOS DE TRANSFERENCIA

Polk County Courthouse: Rt 22XL and 22XW

Walmart at Carter Rd.: Rt 33

- ➔ From Bartow Polk County Courthouse to Walmart at Carter Rd.
Desde Bartow Polk County Courthouse hacia Walmart en Carter Rd.
- ➔ From Walmart at Carter Rd. to Bartow Polk County Courthouse
Desde Walmart en Carter Rd. hacia Bartow Polk County Courthouse

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #6(b)

Agenda Item: **Operations-News Route Proposal**

Presenter: Bill Knieriem

Recommended
Action: Information only

Summary: The District is proposing a change to Polk County Transit Services route 25 starting at the Bartow Court House and ending at the Mulberry Walmart. The route will encompass the rural communities of Fort Mead, Homeland, Bradley Junction, and Achan while reducing the travel time from Mulberry to Bartow by 34 minutes. This route will eliminate the need for the existing route 39X with riders along this route receiving even greater frequency. This route is funded by FTA 5311 rural funds.

Attachments: Proposed Schedule

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #7(a)

Agenda Item: September Executive Calendar

Presenter: Tom Phillips, Executive Director

Recommended
Action: Informational

Attachment: September Calendar

September 2017

September 2017

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

October 2017

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 27	28	29	30	31	Sep 1	2
3	4	5	6	7	8	9
	Labor Day (United States) 10:00am 1 on 1 with Tom and Steve (Tom's Office) -	Copy: Board of 9:00am Senior Staff 10:00am One on One 1:00pm 1 on 1 Tom and 2:00pm FPTA	10:00am Mtg with Jane 10:30am 1 on 1 with 2:00pm Citrus team 4:00pm Marshall Goal 4:00pm Invitation:	8:30am 1 on 1 with Aaron Dunn (Tom's 12:00pm LAMTD EOC meeting (Board	11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison	Holiday Travel 8:30am PTA Board Mtg 9:00am Walker (After 9:15am Hall (After 11:00am 1 on 1 Joe and
10	11	12	13	14	15	16
	9:00am Public Workshop (Latt Maxcy Memorial 10:00am 1 on 1 with Tom and Steve	8:30am Email Ridership 9:00am Senior Staff 10:00am One on One 1:00pm 1 on 1 Tom and 5:30pm Back to	10:30am 1 on 1 with Tom and Erin (Tom's 2:30pm Bi-Weekly Citrus Conference Call 9:30pm Computer	8:30am 1 on 1 with Aaron Dunn (Tom's Office) - Marcy 2:00pm 1/1 with David Persaud (Executive	11:00am 1 on 1 Joe and Tom (Office) - Marcy Harrison	
17	18	19	20	21	22	23
	10:00am 1 on 1 with Tom and Steve 1:30pm FW: New Bus Route Ribbon 5:00pm Gang Task Force	10:00am One on One Tom and Marcia (Tom's Office) - 1:00pm 1 on 1 Tom and Bill (Tom's Office) -	9:00am Mandatory - 10:30am 1 on 1 with 11:45am Polk county 1:30pm Plantation 5:00pm LAMTD Budget	8:30am 1 on 1 with Aaron Dunn (Tom's 11:30am Tiger Bay- Jim Freeman (Bartow 2:00pm 1/1 with David	8:30am Updated Invitation: Infrastructure Team 11:00am 1 on 1 Joe and Tom (Office) - Marcy	
24	25	26	27	28	29	30
	10:00am 1 on 1 with Tom and Steve 4:00pm LEDC Meeting: Aerospace Center for 6:30pm FW: City	9:00am Post Irma Mtg (Hollingsworth) - 10:00am One on One Tom and Marcia 1:00pm 1 on 1 Tom and	10:30am 1 on 1 with Tom and Erin (Tom's Office) - Marcy 2:30pm Bi-Weekly Citrus Conference Call	FTISON Quarterly 8:30am LAMTD Board 2:00pm 1/1 with David 3:00pm 5:30pm Audi Ribbon	10:30am FDOT D5 Central Florida Visitor Study PAG Meeting 2:00pm Winter Haven Senior Center site	

LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #7(b)

Agenda Item: **Ridership Report**

Presenter: Tom Phillips, ED

Recommended
Action: Information only

Summary: Year to date ridership information for the entire system
including LAMTD, Winter Haven, Rural and Demand
Response through August, 2017

Attachments: Ridership Report.

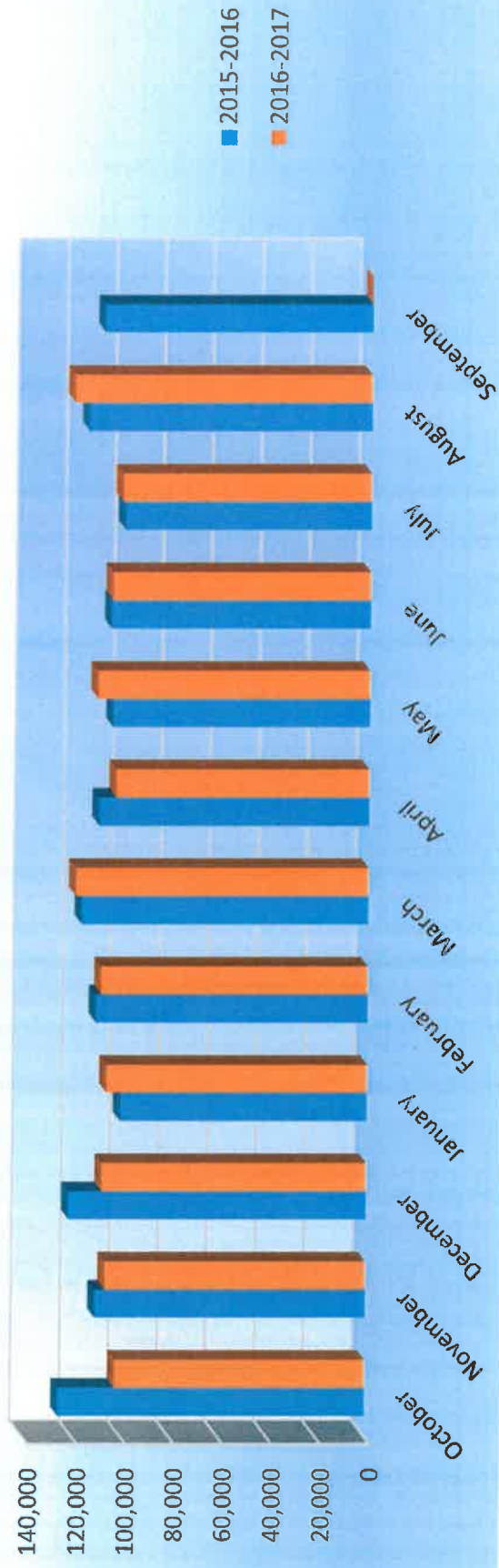
Citrus Connection and PCTS Fixed Route Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	175,231	167,775	125,714	102,520	-18%
November	142,742	133,255	111,028	106,943	-4%
December	151,623	153,148	122,018	108,427	-9%
January	150,249	141,892	101,190	106,893	4%
February	157,540	131,235	111,486	109,416	-2%
March	152,174	142,894	117,618	120,062	2%
April	160,032	132,400	110,754	103,774	-5%
May	156,361	123,350	105,362	111,556	5%
June	146,011	124,152	106,252	105,704	0%
July	155,955	126,245	100,929	101,942	1%
August	161,384	115,908	115,998	121,814	5%
September	161,540	125,983	109,705	0	0%
Totals	1,870,842	1,618,237	1,338,053	1,199,051	-2%

Citrus Connection and PCTS Para-Transit Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	17,426	11,849	7,846	7,071	-10%
November	14,922	9,092	6,690	7,002	3%
December	15,283	12,494	7,330	7,014	-3%
January	15,922	10,149	7,020	7,521	5%
February	15,408	9,603	7,027	7,413	4%
March	16,462	10,358	7,780	8,715	9%
April	17,370	10,323	7,334	7,757	4%
May	16,564	9,895	7,431	8,460	10%
June	12,772	9,973	7,548	8,374	8%
July	13,260	9,277	6,846	8,131	14%
August	11,407	7,871	8,166	9,533	17%
September	11,346	7,619	7,791	0	0%
Totals	178,142	118,503	88,809	86,991	7%

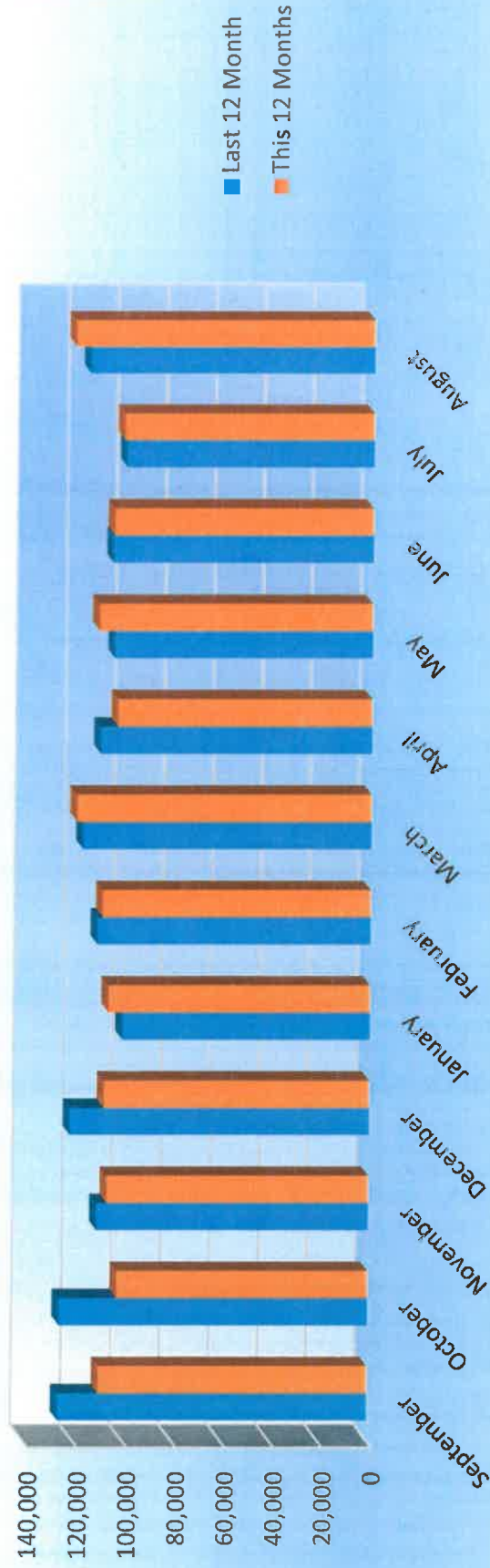
Citrus Connection only Fixed Route Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	114,557	110,975	83,092	67,636	-19%
November	91,529	88,195	73,987	71,083	-3%
December	100,346	100,995	82,287	72,646	-10%
January	98,127	95,059	67,774	70,767	3%
February	99,784	88,704	74,506	71,884	-3%
March	99,107	93,660	79,428	78,158	-1%
April	102,859	89,872	73,926	67,342	-7%
May	100,584	80,003	69,120	72,335	4%
June	94,326	80,998	71,398	67,958	-4%
July	102,872	74,681	68,162	66,347	-2%
August	106,013	72,290	76,847	79,427	4%
September	105,234	79,771	72,624	0	0%
Totals		1,055,203	893,149	785,582	-4%

Citrus Connection only Para-Transit Totals					
	2013-2014	2014-2015	2015-2016	2016-2017	Change
October	7,968	6,888	4,094	3,229	-21%
November	6,798	5,470	3,437	3,252	-3%
December	6,767	6,046	3,695	3,154	-9%
January	7,190	5,919	3,512	3,507	0%
February	6,820	5,581	3,496	3,505	0%
March	7,356	6,316	3,897	4,040	2%
April	8,118	6,333	3,651	3,694	1%
May	7,790	6,170	3,589	4,060	8%
June	6,622	6,136	3,660	3,880	4%
July	6,982	5,407	3,269	3,681	8%
August	6,522	4,485	3,866	4,306	10%
September	6,636	4,517	3,747	0	0%
Totals	85,569	69,268	43,913	40,308	0%

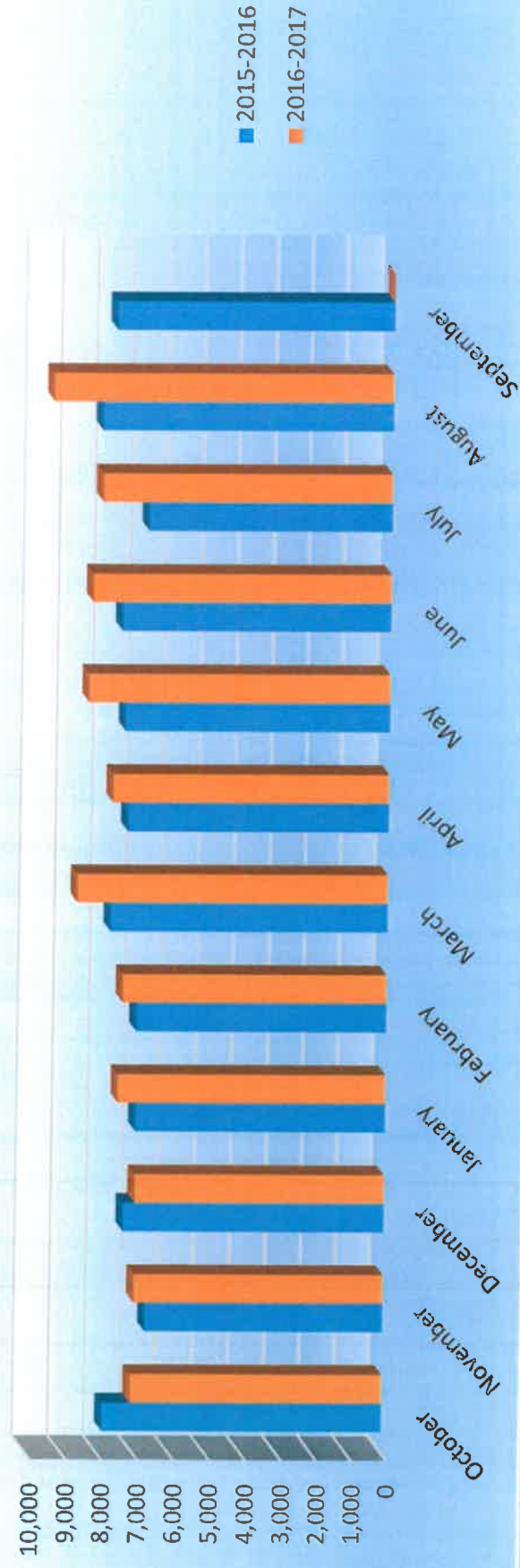
Citrus Connection and PCTS Fixed Route Total Ridership



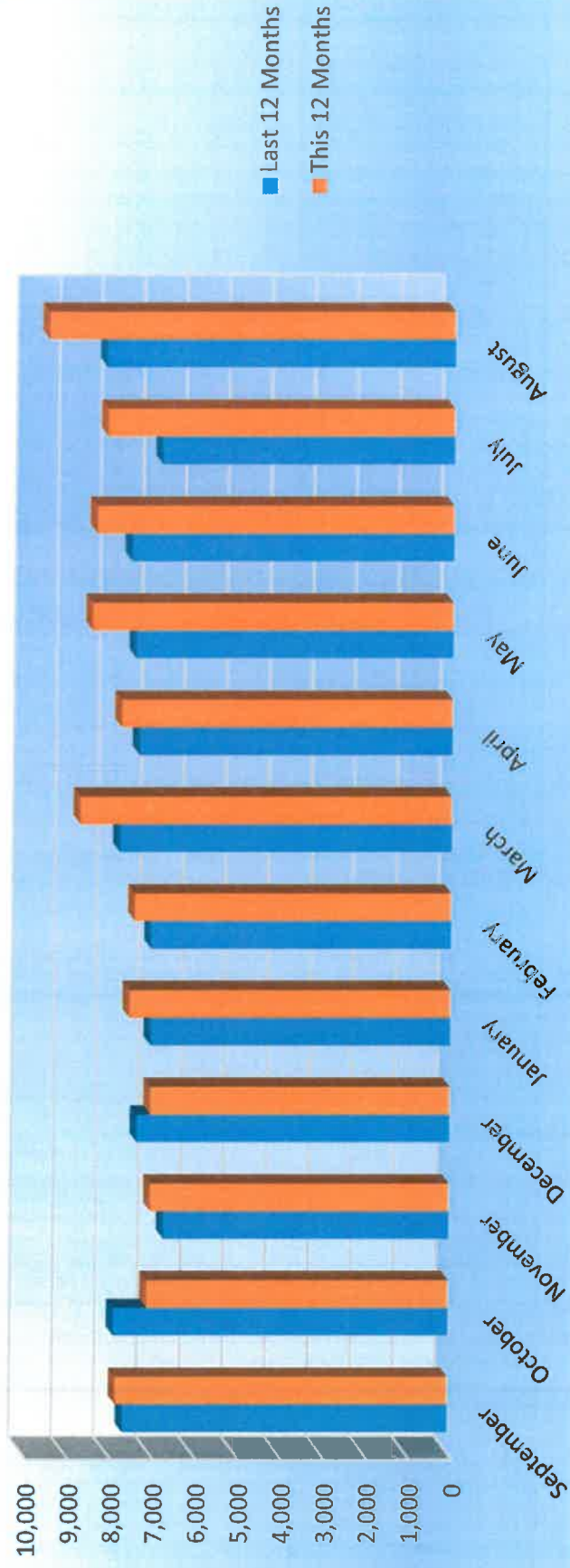
Citrus Connection and PCTS Fixed Over 12 Months



Citrus Connection and PCTS Para-Transit Total Ridership



Citrus Connection and PCTS Para Over 12 Months



LAKELAND AREA MASS TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING
OCTOBER 11, 2017
AGENDA ITEM #8

Agenda Item: Other Business

Presenter: TBD

Recommended
Action: TBD