

LAKELAND AREA MASS TRANSIT DISTRICT  
PUBLIC HEARING

Lakeland City Commission Conference Room, Lakeland City Hall

**September 23, 2015**

**4: 50 p.m.**

	<u>Action Required</u>
Call to Order	
• Roll Call	
1. Approval of Inter Local Agreement between LAMTD and Polk County Board of Comissioners for Transit Services / Tom Phillips / Ben Darby / Tim Darby	Approval
2. Public Comments	None
Adjournment	

**INTERLOCAL AGREEMENT  
FOR TRANSITION TO A  
COUNTYWIDE TRANSIT SYSTEM**

This Interlocal Agreement (this “Agreement”) is made and entered into, as of the 1<sup>st</sup> day of October, 2015, 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 County is a provider of both urban and rural-based public transportation services; and

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

WHEREAS, the County and the District have made and entered into Transit Operator Agreements for the provision of certain transit services 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,

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

1.     Management and operation of transit services.     The District shall manage and operate the transit services described on Schedule “A” attached hereto. The services shall be described in terms of routes, service hours, frequency, miles and vehicle assignments. The provision of the services shall include the following resources:

- a.     Operators;
- b.     Supervision;

- c. Vehicles;
- d. Facilities;
- e. Maintenance;
- f. Fueling;
- g. Customer service; and
- h. Administration

2. County funding for management and operation of transit services. The County shall fund the cost of the management and operation of the services based on the projected expenses set forth in Schedule "B" attached hereto. The projected expenses for the original one year term of this Agreement are \$8,650,507.00. The County shall pay to the District the total amount of \$8,650,507.00, for the original one year term of the Agreement, on a monthly basis, with one twelfth (1/12) of the total amount of \$8,650,507.00, due and payable on October 15, 2015, and one-twelfth (1/12) of the total amount of \$8,650,507.00, due and payable on the 15<sup>th</sup> day of each successive month thereafter to and including September 15, 2016. In the event the District's annual audit shows that the actual expenses for the year are greater or less than the projected expenses, an adjustment shall be made upon completion of the District's annual audit. In other words, if the actual expenses exceed the projected expenses, the County shall pay the District the amount of the excess, within thirty (30) days from the completion of the District's annual audit. Or, in the event the actual expenses for the year are less than the projected expenses, the District shall refund to the County the difference between the projected expenses and the actual expenses, within thirty (30) days from the completion of the District's annual audit. These provisions as to payment shall apply to any renewal term. The County shall receive a credit toward the cost of funding for fares collected by the District. The credit for fares collected shall be applied upon completion of the District's annual audit

3. Personnel. Any County employee who becomes an employee of the District shall be subject to all provisions of the District's Citrus Connection Employee Handbook then in effect. The District shall not be obligated for any compensation or benefits from the County to which an employee may be entitled.

4. Regional Mobility Call Center. The District shall manage and operate the Regional Mobility Call Center.

5. Buses, Vans, Support Vehicles, Radios, Other Transit-Related Equipment, and

Facilities.

a. Buses, Vans, and Support Vehicles. The County shall retain ownership of all federal and state assets that have useful life. At the end of an asset's useful life, the County shall transfer such asset to the District, upon state or federal approval, and upon acceptance by the District.

b. Radios and Other Transit-Related Equipment. The County shall transfer at no cost all radios and other transit-related equipment, such as computers, to the District, upon approval by the Board of County Commissioners, upon state or federal approval, and upon approval and acceptance by the District.

c. Facilities. To the extent permitted by law and existing contractual arrangements, the County shall lease, license, assign, or transfer to the District, at no cost, and upon acceptance by the District, the following facilities:

- (1) Regional Mobility Call Center facility;
- (2) WHAT terminal;
- (3) Any location on which County vehicles are parked; and
- (4) Any park and ride lots.

d. Bus Stops and Shelters. The County shall retain whatever ownership or license interest it may have in all bus stops and shelters, and the property on which they are located, but the District shall maintain all bus stops and shelters.

6. Grant requirements. The County and the District shall comply with all grant requirements and obligations to which each is subject. Each party shall assist the other in record keeping and reporting requirements for each of their respective grant obligations. The County is currently working on the transfer, assignment, or other legally permissible change of responsibility of existing grants to which the County is a party, from the County to the District. The District agrees to cooperate with and assist the County in effecting this change over.

7. Term. The term of this Agreement shall be October 1, 2015, through September 30, 2016. This Agreement may be extended for two (2) additional one (1) year terms upon notice by one party to the other sixty (60) days prior to the end of the original term or any renewal term.

8. 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.

9. 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.

10. Attorney’s Fees and Expenses. If a dispute arises between the parties hereto in connection with this Agreement, each party shall bear their own attorneys’ fees, costs, and expenses, including any paralegal’s fees and any fees and expenses in connection with any appellate proceedings.

11. 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.

12. 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 connection with the subject matter hereof, except as specifically set forth herein. The parties acknowledge that this Agreement is the first step toward consolidation of transit services in Polk County and the parties agree to work cooperatively toward finalization of all remaining agreements and amendments to this Agreement if the need arises.

13. 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.

14. 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  
330 West Church St.  
Bartow, FL 33830

ATTN:  
County Manager

DISTRICT: Tom Phillips  
Executive Director  
Lakeland Area Mass Transit District

1212 George Jenkins Blvd  
Lakeland, FL 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 shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

15. 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.

16. 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.

17. 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.

18. Parties in interest. This Agreement shall inure 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.

19. 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 officer on the date specified below.

**POLK COUNTY**

**LAKELAND AREA MASS  
TRANSIT DISTRICT**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: Stacy M. Butterfield, Clerk of Court

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Deputy Clerk

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

SCHEDULE "A"  
TRANSIT SERVICES  
TO BE MANAGED AND OPERATED



SCHEDULE "B"  
COUNTY FUNDING FOR MANAGEMENT AND OPERATION OF TRANSIT SERVICES.