




As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order

2. Approval of Minutes

-  Board of Directors Minutes, March 23, 2017

Pg 5

3. Recognition

- 2017 Rodeo LYNX Team Recognition
- 20 Years of Service: Pedro Rivera
20 Years of Service: Frank Lacock
35 Years of Service: Alvin Randall

4. Public Comments





- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

5. Chief Executive Officer's Report


6. Oversight Committee Report

7. Consent Agenda

A. Request for Proposal (RFP)









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-  Authorization to Release a Request for Proposal (RFP) for State Lobbying Services Pg 15
-  Authorization to Release a Request for Proposal (RFP) for Purchase and Installation of a New Bus Wash System at LYNX Operations Center (LOC) Pg 17
-  Authorization to Request a Ninety (90) Day Extension with TJ's Quality Clean-up, LLC for Pressure Washing Services at LYNX Central Station (LCS), LYNX Operations Center (LOC) and Transfer Centers Pg 19

B. Award Contracts












-  Authorization to Use General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc. to Complete State Road 50 Phase 1 Bus Rapid Transit Station Area Analysis Pg 21
-  Authorization to Award Contract #17-C16 to Tolar Manufacturing for the Fabrication of Commercial Style Bus Shelters Pg 24
-  Authorization to Execute Contract #BE350 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program Pg 27



-Attachments 

C. Extension of Contracts






- i.  Authorization to Exercise the Second Option Year of Contract #13-C22 with Seaboard Neumann Distributors for Bulk Motor Oil Pg 58
- ii.  Authorization to Exercise the Second Option Year of Contract #13-C25 with Alesig Consulting, LLC for Design, Deployment, and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project Pg 59
- iii.  Authorization to Award an Extension of Contract #13-C24 for Healthcare Benefits Consultant Services Pg 61
- iv.  Authorization to Exercise First Option Year on Contract #14-C27 with Zimmerman, Kiser, & Sutcliffe and Contract #14-C29 with Hilyard, Bogan & Palmer for General Liability Legal Services Pg 63
- v.  Authorization to Exercise the First Option Year of Contract #14-C30 Year for Workers Compensation Legal Services with Bolton & Helm, LLP Pg 64
- vi.  Authorization to Execute the First Option Year of Contract #14-C28 to vRide for Vanpool Support Pg 65
- vii.  Authorization to Increase Contract #14-C29 with Hilyard, Bogan & Palmer and Contract #14-C27 with Zimmerman, Kiser & Sutcliffe for General Liability Legal Services Pg 67
- viii.  Authorization to Piggyback on the Osceola County School District Contract #SDOC-17-B-061-LH, Rental of Work Uniforms and Supplies Pg 69

D. Miscellaneous

- i.  Authorization to Utilize the Remaining Five (5) Percent (%) Contingency on the Parramore Bus Rapid Transit Project Pg 71
- ii.  Authorization to Execute a Multi-Year Joint Participation Agreement (JPA) #4333061 with the Florida Department of Transportation (FDOT) for State Block Grant Funding for Annual Operating Assistance Pg 73
-Attachments 
- iii.  Authorization to Issue a Purchase Order in the Amount of \$67,200 to nMomentum for LYNX' Mobile Fare Payment Program Support Pg 77
- iv.  Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services Pg 79
- v.  Authorization to Negotiate an Interlocal Agreement with Osceola County for the Placement of Shelters in the Unincorporated County Pg 81
-Attachments 
- vi.  Authorization to Ratify a Grant Application to the Commission for the Transportation Disadvantaged for a Mobility Enhancement Grant for the Transportation Disadvantaged Voucher Program Pg 108
-Attachments 
- vii.  Authorization to Execute a Joint Participation Agreement (JPA) with Florida Department of Transportation for I-4 Ultimate Construction Impacts to Bus Service Pg 113
-Attachments 

- viii.  Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for FY17 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program Pg 116
- ix.  Authorization to Transfer One (1) Retired Revenue Vehicle to the Lakeland Area Mass Transit System Pg 119





8. Action Agenda

- A.  Authorization to Amend LYNX FY2017 Operating and Capital Budget Pg 121
-Attachments 
- B.  Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2016 Pg 135
-Attachments 
- C.  Authorization to Increase the Not-To-Exceed Amount of the Contract with MEARS Destination Services for Route 208 LYNX Service Pg 230
-

9. Work Session

- A.  US 192 Rapid Transit Project Update Pg 232
-Attachments  

10. Information Items

- A.  Parramore Project C Update Pg 246
- B.  FY 2016 Audit Required Communication to LYNX Board of Directors Pg 247
-Attachments 
- C.  Notification of Settlement Agreement Pursuant to Administrative Rule 6 Pg 252

11. Other Business

12. Monthly Reports

- A.  Monthly Financial Report - April 30, 2017 Pg 254
-Attachments 

B.	 Monthly Financial Report - March 31, 2017	Pg 261
	-Attachments 	
C.	 Business Development Report - March 2017 - April 2017	Pg 268
D.	 Ridership Report - October 2016 to March 2017	Pg 270
E.	 Communications Report March 2017 and April 2017	Pg 281
F.	 Planning and Development Report	Pg 291
G.	 Procurement Calendar	Pg 295
	-Attachments 	

13. Executive Session

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Board of Directors' Meeting Minutes

PLACE: **LYNX Central Station**
 455 N. Garland Avenue
 Conference Room, 2nd Floor
 Orlando, FL 32801

DATE: **March 23, 2017**

TIME: **1:00 p.m.**

Members in Attendance:

Osceola County Commissioner, Viviana Janer, Chair
Seminole County Commissioner, Lee Constantine, Vice Chair
FDOT District 5 Secretary, Steve Martin, Secretary
Orange County, Mayor, Teresa Jacobs
City of Orlando, Mayor, Buddy Dyer, late 1:08 p.m.

Members Absent:

N/A

1. Call to Order

Chair Janer called the meeting to order at 1:05 p.m.

Chair Janer asked Mayor Jacobs to lead the Pledge of Allegiance.

Chair Janer recognized Edward Johnson, Chief Executive Officer (CEO), to request authorization from the Board of Directors to pull items 7.C.i. and 8.D from the Agenda. Motion for approval was made by Commissioner Constantine, second by Mayor Jacobs, and approved unanimously.

2. Approval of Minutes

Chair Janer asked the Board if there was any discussion about the January 26, 2017 meeting minutes. A motion was made by Commissioner Constantine, second by Mayor Jacobs. Minutes unanimously approved as presented.

3. Recognitions

Donna Tefertiller, Director of Human Resources, presented years of services awards to:

Paul Wilson, Bus Operator, 20 Years of Service

Raymond Demers, Bus Operator, 25 Years of Service

Roberto Perez, Bus Operator, 25 Years of Service, absent

Hector Matos, Bus Operator, 25 Years of Services

David Dees, Director of Risk Management at LYNX and Steven A. Billips, General Manager at G4S presented Robert Wysocki with a Certificate of Distinction for heroic efforts.

4. Public Comments

Richard Alleyne, 215 E. New Hampshire Street, Orlando, FL (business). Mr. Alleyne is the Communications and Public Policy Manager at Lighthouse Central Florida. He provided a background of services and reliance on the services of paratransit. Mr. Alleyne welcomed Mr. Edward Johnson as the CEO of LYNX to the Lighthouse Board of Directors. Mr. Alleyne spoke about the RFP and that the Board keep the end users in mind during the decision, and consider implementing on-demand paratransit services for paratransit.

Chair Janer reminded the meeting guests that items 7.C.i. and 8.D. were removed from the Agenda.

David Hillebrandt, 215 E. New Hampshire Street, Orlando, FL (business); 228 Lochmond Drive, Fern Park, FL. Mr. Hillebrandt spoke about Lighthouse Central Florida. He believes LYNX is doing a remarkable job with paratransit but wants the Board to remain vigilant, transparent, independent and forward thinking during the RFP process.

Ray Colon, 215 E. New Hampshire Street, Orlando, FL (business) 2923 Sienna Court, Kissimmee, FL. Mr. Colon, an employee of Lighthouse Central Florida, is looking forward to changes, the future of LYNX and he appreciates the service LYNX provides.

Cathy Matthews, 6000 Twin Lakes Drive, Oviedo, FL. Ms. Matthews spoke favorably of Mr. Johnson and LYNX paratransit services. She also spoke in favor of transparency and an independent review of the award of paratransit services.

Chair Janer elaborated by discussing the Citizen Advisory Committee with Mr. Johnson and asked if any additional services or changes may be forth coming for

the Committee. Mr. Johnson indicated LYNX is looking to establish benchmarks to allow LYNX to represent how the paratransit services are improving.

Chris York, 4950 L.B. McLeod Road, Orlando, FL. Mr. York is the General Manager with MV Transportation/Access LYNX. Mr. York was reminded by Chair Janer that item 8.D. has been removed from the Agenda. Mayor Jacobs was recognized by Chair Janer and spoke regarding LYNX' policies and that the Board and speakers do not violate the policies and procedures that are in place. Mr. York thanked the Board for the 15 year partnership MV Transportation has had with LYNX.

Kimber Saint-Preux, 2785 Bishop Lane, Deltona, FL. Ms. Saint-Preux is the partnering DDE for MV Transportation. Chair Janer stopped Ms. Saint-Preux and asked that her comments be deferred, as item 8.D. has been removed. Chair Janer declared the Board welcomes all other comments not related to item 8.D. Ms. Saint-Preux continued and spoke of the importance of Access LYNX to her family and the community.

Chair Janer recognized Mayor Jacobs. Mayor Jacobs requested a copy of LYNX policies for the Board Members and that everyone bidding on the contracts be provided with a copy of the policy. Mr. Christiansen, Legal Counsel, stated that the Board should not entertain any comments speaking on behalf of a company in the RFP process.

Harold Decoteau, 1437 Saxon Boulevard, Deltona, FL. Postponed.

Kimberly Nevil Henderson, 3200 Old Winter Garden Road, Ocoee, FL. Postponed.

Sheila Young, 2304 Amherst Avenue, Orlando, FL. Ms. Young stated how valuable her Access LYNX service has been since 2005.

Brenda Brown, 25309 Carnoustie Drive, Mt. Plymouth, FL. Postponed.

Ronald Brown, 25309 Carnoustie Drive, Mt. Plymouth, FL. Postponed.

Robert Bertram, 7148 Gateshead Circle, #8, Orlando, FL. Mr. Bertram is a University of Central Florida and user of Access LYNX.

Nathaniel Brown, 7563 Groveoak Drive, Orlando, FL. Mr. Brown wants certainty there is follow through on the programs being promoted by Access LYNX.

Arthur Lawson, 4625 Cosair Street, Orlando, FL. Mr. Lawson has been a user of Access LYNX since 2006 and is a great service for the community. Mr. Lawson recommended a card system for payment and an income based fare structure.

Ed Mercado, 4950 L.B. McLeod Road, Orlando, FL. Postponed.

Bella El-Ali, no address given, spoke about the need for LYNX to become a smoke-free campus.

Joe Canzoneri, residing at the SunBelt Rehab Center, Apopka, FL. Mr. Canzoneri spoke regarding Access LYNX and MV Transportation.

Sara Huff, 200 S. Orange Avenue, Suite 1400, Orlando, FL. Postponed.

Derek Bruce, 200 S. Orange Avenue, Suite 1400, Orlando, FL. Postponed.

Joanne Cornelis, 138 Country Club Road, Sanford, FL spoke about the need for 24 hour bus route times.

5. Chief Executive Officer's Report

Edward L. Johnson, CEO, provided the Chief Executive Officer report in writing. A copy is attached here for record.

Chair Janer confirmed that every Board member has received a copy of Mr. Johnson's report and a copy for record.

6. Oversight Committee Report

Chair Janer provided a review of the March 23, 2017 Oversight Committee Meeting held at 10:00 a.m.

7. Consent Agenda

A. Award Contracts

A.i. Authorization to Award a Contract #17-C12 to Gomez Construction Company for the construction of the LYNX Orlando Trail Project

A.ii. Authorization to Use General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc. to Prepare LYNX' Ten (10) Year Transit Development Plan (TDP) Major Update (FY2018-2027) and a System Wide Route Optimization Study

B. Extension of Contracts

- B.i. Authorization to Exercise the First Option Year with Fleetwash, Contract #16-C11 for Steam Cleaning of LYNX Bus Shelters and Bus Stops**
- B.ii. Authorization to Award an Extension of Security Services Contract Under State of Florida, Department of Management Services Contract # 92121500-14-01.**
- B.iii. Authorization to Execute the Second Option Year of Contract #13-C18 to Compass Group USA, Inc. d/b/a as Canteen Vending Services**

C. Miscellaneous

- C.i. Authorization to Issue a Purchase Order in the Amount of \$181,280 to Tribridge for LYNX' Mobile Fare Payment Program Support**

Item 7.C.i. was removed from March 23rd Agenda.

- C.ii. Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage and Premium for One Year Renewal of the Property Insurance Program and Premises Environmental Liability Insurance Program**
- C.iii. Authorization to Negotiate with Akerman LLP for Construction Legal Services for the Parramore Bus Rapid Transit Project.**
- C.iv. Authorization to Dispose of Items Accumulated Through the Lost and Found Process**
- C.v. Authorization to Auction Surplus Equipment**

Chair Janer requested discussion or a motion on items 7.A.i., ii.; 7.B.i., ii., iii.; 7.C.ii., iii., iv., and v for approval. A motion was made by Commissioner Constantine, second by Mayor Jacobs and approved unanimously.

8. Action Agenda

A. Defined Benefit Pension Contribution Rate for FY 2016-2017

Ms. Donna Tefertiller was recognized by Chair Janer. Ms. Tefertiller explained the increase in fees and the proposed modification. Chair Janer requested any discussion or motion on the item. A motion was made by Mayor Jacobs, second by Mayor Dyer, and approved unanimously.

B. Authorization to Implement Proposed Service Changes Effective April 30, 2017

Chair Janer recognized Doug Robinson, Manager of Strategic Planning. Mr. Robinson asked for authorization to proceed with April service changes that will take effect April 30, 2017. Chair Janer requested any discussion or motion on the item. A motion was made by Mayor Jacobs, second by Commissioner Constantine, and approved unanimously.

C. Authorization to Increase the Not-to-Exceed Amount for Contract #12-C02 with MV Transportation, Inc. for the Period of October 1, 2016 and March 31, 2017 for Paratransit Services

Chair Janer recognized Thomas Stringer, Chief Operations Officer, LYNX, for a presentation. Chair Janer requested any discussion or motion on the item. Mayor Jacobs was recognized. Mayor Jacobs stated items D and F does this include the 90 days in the action. Mr. Stringer stated the extension in the total of 150 days. Chair Janer asked for a motion for items 8.C., 8.E., and 8.F. with all amended to 150 days. A motion was made by Mayor Dyer, second by Commissioner Constantine. Upon further discussion, Mayor Jacobs moved for the authorization of staff to extend the contract limit to include the additional 60 days at the current contract rate, second by Commissioner Constantine, and approved unanimously.

D. Authorization to Negotiate a Contract with MV Transportation, Inc., for LYNX Paratransit and NeighborLink Services

Item 8.D. was removed from the March 23rd Agenda.

- E. Authorization to Extend Contract #12-C02 with MV Transportation, Inc. for a Period of up to Ninety (90) Days for NeighborLink and Paratransit Services and to Increase the Not-to-Exceed Amount of the Contract**

Approved with Item 8.C.

- F. Authorization to Extend Contract #10-C-21 with MV Transportation, Inc. for a Period up to Ninety (90) Days for NeighborLink and to Increase the Not-to-Exceed Amount of the Contract**

Approved with item 8.C.

9. Information Items

- A. Notification of Settlement Agreement Pursuant to Administrative Rule 6**
- B. Notification of Settlement Agreement Pursuant to Administrative Rule 6**
- C. Paramore BRT Project Update**

10. Other Business

None.

11. Monthly Reports

- A. Monthly Financial Report – February 28, 2017**
- B. Monthly Financial Report – January 31, 2017**
- C. Business Development Report – January 2017 and February 2017**
- D. Ridership Report – October 2016 through January 2017**
- E. Communication's Report – January 2017 and February 2017**

F. Planning and Development Report

G. Procurement Calendar

The meeting adjourned at 2:00 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the March 23, 2017 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

Patrice C. Murphy, MPA
Executive Assistant

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Legal Services

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for legal services covering a three (3) year base period with two (2) one-year options with an annual not to exceed amount of \$1,079,800.

BACKGROUND:

LYNX has a need for legal counsel for direct support to the Board, Chief Executive Officer (CEO) and staff in the following areas: general counsel, public procurement/contracts law, real estate, construction, and labor/employment law.

At the September 29, 2012 Board of Directors' meeting, staff received authorization to issue contract #13-C16 with Akerman Senterfitt for general counsel services for three (3) years with two (2) one (1) year options. The original three (3) year term expired on September 26, 2015. The first option year term expired on September 26, 2016 and the second option year term will expire on September 26, 2017.

The LYNX Board of Directors approved contract #13-C15 on January 31, 2013 with Baker & Hostetler, LLC, for matters related to general counsel, union negotiations and arbitrations. The initial term of three (3) years expired on January 31, 2016. The first option year expired on January 31, 2017 and the second option year will expire on January 31, 2018.

In an effort to be efficient in the RFP process, LYNX will release an RFP scope of services covering these areas and ask firms to prepare staffing and costs by category.

LYNX Board Agenda

The anticipated schedule for this effort is as follows:

Board of Directors' Authorization to Release RFP:	May 2017
RFP Release Date:	June 2017
RFP Responses Due:	July 2017
Oversight Committee:	August 2017
Board of Directors' Authorization to Award:	September 2017

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not funded with DOT assisted dollars. LYNX has established a small business goal of 7.6% that cannot and will not be counted toward FTA DBE overall goal participation in accordance with the guidelines of 49 CFR Part 26. LYNX will outreach to available, interested and qualified firms ready and willing with notification of this solicitation for participation.

FISCAL IMPACT:

LYNX staff included \$931,100 in the FY2017 Adopted Operating Budget for these services and the projected FY2017 expenses are \$1,135,749. The FY2018 Preliminary Operating Budget includes \$1,079,800.

Consent Agenda Item #7.A. ii

To: LYNX Board of Directors

From: Tiffany Homler
CHIEF ADMINISTRATIVE OFFICER
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for State Lobbying Services

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for State Lobbying Services covering a three (3) year base period with two (2) one-year options with an annual not to exceed amount of \$125,000.

BACKGROUND:

LYNX staff seeks to contract for state lobby services to ensure that LYNX is assisted in efforts regarding transportation legislation and appropriations affecting Central Florida and LYNX directly or indirectly. Services to be provided include, but are not limited to:

The Contractor will proactively assist the Authority in creating and maintaining relations with the Legislature of the State of Florida (hereinafter referred to as "the State Legislature"), the Florida Department of Transportation (hereinafter referred to as "FDOT") and Community Stakeholders as appropriate. The Contractor will assist the Authority with the following:

- A. Planning Activities. The Contractor will maintain liaison with members of the State Legislature concerning funding issues for public transportation. The Contractor will assist the Authority with any legislative actions necessary to allow the Authority to advance or defend against any initiatives with regard to public transportation.
- B. Project Proposals. The Contractor will assist and help the Authority with grant applications, proposals for transportation initiatives and other actions that advance public transportation initiatives in Central Florida. The Contractor will help lead efforts to secure projects, relationships or contracts that increase public transportation ridership and federal formula funds.

- C. Policy Issues. The Contractor will pursue policy issues when so directed by the Authority with the State Legislature in order to maximize the efficiency of public transportation matters in Central Florida. In addition, the Contractor will inform and/or suggest possible policy positions and/or initiatives regarding public transportation for the Authority to consider when and where appropriate.
- D. Inter-Agency Coordination. The Contractor shall maintain relationships and serve as the liaison with other agencies of the State of Florida or other government agencies within the State to enable the Authority to advance initiatives and programs that increase or influence the efficiency of public transportation.
- E. Funding. The Contractor will identify and devise strategies to successfully secure or preserve funding from the State, Federal or Local sources or any combination thereof. The Contractor will be proactive in building relationships with key stakeholders that supports the Authority as “The” provider of public transportation within the Central Florida Region. This will include assistance with any grant applications.

The selection process will consist of a Determination of Responsiveness and Source Evaluation Committee (SEC) ranking. The SEC will evaluate all responsive proposals received under the solicitation.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not funded with DOT assisted dollars. LYNX has established a small business goal of 7.6% that cannot and will not be counted toward FTA DBE overall goal participation in accordance with the guidelines of 49 CFR Part 26. LYNX will reach out to available, interested and qualified firms ready and willing with notification of this solicitation for participation.

FISCAL IMPACT:

LYNX staff included \$125,000 in the FY2017 Amended Operating Budget to support these services. The projected FY2017 expenses are \$125,000. The FY2018 Preliminary Operating Budget includes \$125,000.

Consent Agenda Item #7.A. iii

To: LYNX Board of Directors

From: Thomas Stringer
CHIEF OPERATIONS OFFICER
David Rodriguez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Purchase and
Installation of a New Bus Wash System at LYNX Operations Center (LOC)

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to release a Request for Proposal (RFP) for the purchase and installation of a new bus wash at LYNX Operations Center (LOC) with a not to exceed amount of \$600,000.

BACKGROUND:

When LYNX's Operations Center (LOC) became operational in 2007, the existing bus wash was designed to accommodate a maximum fleet of 175 buses. Since that time, the bus fleet at LOC has grown to 313 buses. In addition to the 35' and 40' buses, LYNX has added 60' (articulated) buses to the fleet mix. These changes, coupled with the inadequate performance of this equipment, has led to the conclusion to replace the current bus wash with a new, more efficient bus wash that can accommodate the current configuration and future fleet needs.

The current bus wash does not offer the functionality with respect to spacing or automation that allows for the bus to be moved into the bus wash without driver input. This automation would ensure consistency in the cleaning and appearance of our fleet. The current system does not have the ability to adjust to the varying bus configurations which causes damage to the mirrors and bike racks. The current system does not adequately clean the rear of the buses, which requires manual intervention. The lack of precision directly affects the outcome of the finished washed bus. Additionally, one of the two lanes of the bus wash is consistently inoperable. The current bus wash was custom built to our needs and requires specific Original Equipment Manufacturer parts, the result is additional cost for downtime when only one lane is operational.

According to industry research, the average useful life of this piece of equipment is between 6 – 10 years, depending on number of lanes and hours of service. LYNX's bus wash is approaching ten (10) years of service and is showing its age.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The DBE goal assessed for this project is 8%. LYNX requires the proposer or bidder to identify for participation all DBEs and small business sub-contractors/suppliers who will subcontract on portions of the work and to submit required documentation of good faith efforts. The DBE Officer will in coordination with Procurement work with firms to ensure compliance.

FISCAL IMPACT:

LYNX Staff included \$600,000 in the FY2017 Amended Capital Budget for the LOC Bus Wash Replacement.

Consent Agenda Item #7.A. iv

To: LYNX Board of Directors

From: Thomas Stringer
CHIEF OPERATIONS OFFICER
Steven Walczak
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Request for Proposal (RFP)
Authorization to Request a Ninety (90) Day Extension with TJ's Quality Clean-up, LLC for Pressure Washing Services at LYNX Central Station (LCS), LYNX Operations Center (LOC) and Transfer Centers

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend contract #14-CO1 with TJ's Quality Construction Clean-up, LLC for a period of ninety (90) days, for a not-to-exceed amount of \$25,000, for pressure washing of LYNX Central Station, LYNX Operations Center and Transfer Centers as the current contract extension will expire June 30, 2017. That will give LYNX staff the opportunity to review proposals and award a contract. The new extension will expire on September 30, 2017.

BACKGROUND:

LYNX currently has a contract with TJ's Quality Construction Clean-up, LLC for pressure washing LCS, LOC, and the transfer stations. The original contract expired September 30, 2016. Staff requested a nine month extension which will expire June 30, 2017.

At the September 2016 Board meeting, the Board authorized the release of RFP #17-05. The terms of the contract will be for three (3) years with two (2) one-year options. The RFP was released on June 28, 2016, four (4) responses were received from the following firms:

- American Janitorial
- D & A Building Services
- Fleetwash, Inc.
- Scrubzoni

Due to the pricing from the proposers being significantly higher than the independent cost estimates, the Source Evaluation Committee (SEC) recommended the re-issuance of the RFP.

LYNX Board Agenda

Staff re-evaluated the pressure washing services and wrote a new Scope of Work for the release of the new RFP which clearly defines the service requirements.

FISCAL IMPACT:

LYNX staff included \$80,000 in the FY2017 Amended Operating Budget for pressure washing services. The projected FY2017 expenses are \$50,180. The FY2018 Preliminary Operating Budget includes \$120,000 for these services.

The FY2018 Preliminary Operating Budget for Pressure Washing of the LCS and Super Stops increased from \$80,000 to \$120,000 due to market price increase, new locations and reclaimed water requirements.

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Douglas Robinson
(Technical Contact)
MYLES OKEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Authorization to Use General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc. to Complete State Road 50 Phase 1 Bus Rapid Transit Station Area Analysis

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the use of General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc., to conduct a station area analysis for 11 Bus Rapid Transit (BRT) station areas within Phase 1 of the State Road (SR) 50 Alternatives Analysis (AA) Locally Preferred Alternative (LPA), in a not to exceed amount of \$367,613. The project is expected to take ten months to complete upon issuing Notice to Proceed.

BACKGROUND:

LYNX completed an Alternative Analysis (AA) Study of State Road (SR) 50 from the Lake County Line to SR 434 and SR 434 from SR 50 to the University of Central Florida, in Orange County, FL. The Locally Preferred Alternative (LPA) for the SR 50/UCF Connector was adopted by the LYNX Board on January 28, 2015 and by the MetroPlan Board on March 11, 2015. The LPA is Bus Rapid Transit in Mixed Traffic on SR 50 for the entire 30 mile corridor. The project is proposed to be implemented in two phases, with Phase 1 implementation between Powers Drive and Goldenrod Road.

During the AA process, 11 station area locations (in addition to LYNX Central Station) were identified based on existing boarding and alighting activities, spacing requirements and major cross streets/transfer routes for Phase 1 of the LPA Project. It is anticipated that the proposed stations be located in the existing right-of-way (ROW) of the LPA, while acknowledging that some right-of-way acquisition may be necessary, and that some stations be reconstructions of existing bus stops/shelters. In some sections of the Phase 1 LPA corridor, the ROW is very

limited and as part of the AA study potential station area types were developed that included a list of amenities and design/size considerations. Being that the LPA is a Bus Rapid Transit (BRT) operating in mixed traffic and the roadway design/construction is limited to queue jumps and stations, a closer look at station location siting, including ROW plans and utility easements, needs to occur to start the Class of Action (COA) process under National Environmental Policy Act (NEPA).

In addition to the siting of 11 stations in Phase 1 of the LPA, LYNX would complete a conceptual plan of the 11 station area locations. The reason for this is two-fold; first, is to take a closer look at exact street-side locations of stations in context with existing uses, driveway cuts and connecting bus stops and second, is the consideration of redevelopment in the station area based on existing and future land uses.

As part of the AA study, a conceptual transit oriented development was completed for the station location in the Mills/50 District. The conceptual design was developed to showcase the potential of the site using existing land use and zoning codes. The proposed conceptual study would provide an overview of current land uses around each station area as well as build upon the land use assessment completed in the AA of the existing policies guiding land development in the station area. The assessment will outline the station areas existing land use characteristics, street network, and future land use policies, as well as identify vacant and underutilized properties. An illustrative short term and long term concept will be developed for the station area, showing property owners and local officials the potential for re-development in their station area. The evaluation will be conducted consistent with the guidance offered in the FTA Guidelines and Standards for Assessing Transit Supportive Land Uses. Each station area concept would include details on the transit-oriented development (TOD) potential, general recommendations on medium to long-term street and pedestrian network enhancements, illustrative concepts of development form promoting walkability and station access and potential standard policies to guide future transit supportive land uses.

In addition, this work effort would include addressing the FTA Region IV recommended checklist for *Information Required To Initiate NEPA for Linear Projects* as well the *Grantee Historic Preservation/Section 106 Consultation Worksheet for FTA Projects*. This documentation will be used in the COA determination process and support the FTA Small Starts evaluation process.

This study would examine land use context, existing transit stops and future station locations, and would be supplemented with a field assessment (walking tour) of the proposed station locations. Proposed short-term and long-term actions would be recommended with jurisdictional responsibility assigned to the recommendations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal was assessed on this previously approved contract. The prime contractor submitted good faith effort with intent and commitment documentation to use DBEs on the project to perform assigned tasks. The DBE officer will work with firms to ensure compliance.

FISCAL IMPACT:

LYNX staff included \$225,600 in the FY2017 Amended Operating Budget for the SR 50 Queue Jump/Transit Signal Priority Demonstration Project which is being re-allocated to the SR 50 BRT Station Area Analysis in FY2017. The FY2018 Preliminary Operating Budget includes \$368,301 for this project.

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Jeffrey Reine
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Award Contracts**
Authorization to Award Contract #17-C16 to Tolar Manufacturing for the
Fabrication of Commercial Style Bus Shelters

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract # 17-C16 to Tolar Manufacturing, Inc. (Tolar) for the fabrication of commercial-style bus shelters. The term of the contract will be for three (3) years with two (2) one-year options for a total contract term of five (5) years with a not-to-exceed amount for the five years of \$6,750,000, and an annual not-to-exceed amount of \$1,350,000.

BACKGROUND:

At the March 25, 2015, Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for bus shelters. The RFP was released June 30, 2016. Proposal were due to LYNX by 2:00 p.m. on August 1, 2016.

The RFP was advertised in the Orlando Sentinel on June 26, 2016 and, posted on the www.golynx.com website on July 5, 2016.

There were a total of six (6) Proposer's on the Bidder's List. Five (5) Proposals were received.

Five responses were received from the following firms:

- Brasco International, Inc.
- Decamil
- LNI Custom Manufacturing
- Spencer Fabrication
- Tolar Manufacturing

The Source Evaluation Committee (SEC) consisted of the following LYNX staff:

- D’Hasheem Alkebulan, Project Manager
- Stephen Berry, Deputy Director-Facilities Maintenance
- Myles O’Keefe, Senior Planner

The proposals were evaluated on the following criteria in descending order of importance:

- Functionality and Ability to Perform **(35 points)**
- Delivery **(30 points)**
- Experience **(25 points)**
- Cost **(10 points)**

The SEC met at 10:00 A.M. on September 19, 2016 to discuss the responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The members of the SEC evaluated proposals against established criteria identified in the respective solicitation. Each proposal was scored under a percentage methodology for each category by each SEC member, then totaled to arrive at the total score for each proposer. The individual Ordinal Rankings from each member of the SEC were added together to determine the Overall Ordinal Ranking of each Proposer. The proposal with the lowest combined Ordinal Ranking is being recommended to the Board of Directors for award.

The scoring of the proposals submitted is as follows on a total possible score of 300 points based upon the evaluation criteria and the ordinal ranking of each firm.

Vendor	Score	Ordinal Ranking
LNI Custom Manufacturing	282	3
Tolar	277.65	6
Decamil	267.69	11
Spencer	263.33	11
Brasco	261.70	14

Following the discussion on September 19, 2016, the SEC recommended the award be made to LNI Custom Manufacturing, Inc. for manufacturing of commercial-style bus shelters.

The award to LNI was requested at the November 2016 Board of Directors Meeting. Since this time, both LYNX project management and procurement staff have been working diligently with LNI to work towards execution of a contract. During this time, it was found that due to errors and omissions by the contractor, they were not able to supply the materials at the prices quoted in their bid specifications. Specifically, their estimator had missed quoted the shelter cost due to a contractor oversight on an extrusion needed to manufacture the shelter. In addition, the scope of work required (due to local permitting restrictions) a U.L. listed solar product be quoted. A review of the submittal at first blush found a potential conflict between the stated product being proved for solar and the associated cut sheets. When staff requested further confirmation, LNI

indicated that they would not be providing a U.L. listed product. As a result of the inability of LNI to provide the requested product for the original price proposed, LYNX made the decision to terminate the contract with LNI as of May 9, 2017. The increases proposed by LNI would have represented a 60 percent increase in cost under their contract.

As per the contractual documents and LYNX administrative rules, the determination was to award the contract to the second highest ranked firm. In this case, that firm is Tolar Manufacturing, Inc. A full review of their contract documents found them to be in compliance with all terms and conditions of the contract. LYNX has used this contractor previously and found them to be fully capable of being able to produce the required end product as specified. Their pricing for contract year one was within 3 percent of that for LNI.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The assessed DBE participation goal is 6%. The Contractor has submitted its commitment to meet the goal.

FISCAL IMPACT:

LYNX staff have included \$2,368,358 in the FY2017 Amended Capital Budget for the construction of one hundred twenty five (125) bus shelters. The amounts below reflects the total available dollars from all shelter vendors LYNX is contracted with.

FY2017 Amended Capital Budget						
	FY2017 Request		FY2016 Carryover		Total	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
Shelter Construction	100	1,800,000	25	568,358	125	2,368,358

Consent Agenda Item #7.B. iii

To: LYNX Board of Directors

From: Thomas Stringer
CHIEF OPERATIONS OFFICER
David Rodriguez
(Technical Contact)
Ricky Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Execute Contract #BE350 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Contract #BE350 in the amount of \$7,526,014 for five (5) years with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program.

BACKGROUND:

On May 18, 1998, LYNX and FDOT initiated the Highway Helper Program. The partnership with FDOT began with two technicians assisting stranded motorists, free of charge, on forty miles of the busiest sections of Interstate 4 (I-4), during weekday rush hour traffic. The goal was to provide a service to assist stranded motorists and minimize instances where roadside breakdowns and accidents distract and slow traffic. The trucks are specifically equipped to make minor vehicle repairs and the technicians are trained to assist with non-injury accidents and other emergency services. They also communicate with law enforcement and emergency services to ensure a quick response to traffic incidents, which occur on the most congested corridor of the region. As the Central Florida Regional Transportation Authority, it is LYNX' responsibility to enhance the movement of people and goods throughout Central Florida by reducing congestion on the area's roadways through a full array of transportation services.

The patrol limits of the LYNX Road Ranger coverage was modified in February of 2015 to exclude the I-4 Ultimate projects (I-4 from SR 528 to Lake Mary Boulevard). This modification also removed the right for LYNX to sell sponsorship space on the Road Ranger vehicles effective July 1, 2015. At the September 11, 2015 Board meeting, the Board of Directors approved the modification of Contract #BDV03 with FDOT for the Road Ranger Assistance Program. The contract modification for the Road Ranger Program now consists of 16 Road

Rangers, one supervisor and 13 trucks. The patrol coverage area encompasses 48 miles of I-4 beginning at the Champions Gate – Exit 58, Polk County line, to exit 72, Beeline Expressway and then from Lake Mary, Exit 98 to Exit 132, I-95 Daytona Beach area in Volusia County. The Road Ranger Service operates Sunday through Thursday from 6:00 a.m. to midnight, and Friday and Saturday from 6:00 a.m. – 3:30 a.m.

FISCAL IMPACT:

LYNX staff included \$1,365,976 in the FY2017 Amended Operating Budget and \$228,758 in the FY2017 Amended Capital Budget for the Road Ranger Program. The Preliminary FY2018 Operating Budget includes \$1,377,752 for the program. The FY2018 Proposed Capital Budget will include an appropriate amount. The five (5) year funding for this program is as follows:

Fiscal Year Funding				
Fiscal Year	Months	Annual Amounts	Monthly Lump Sum Progress Payment Amount	Minumum Service Hours Per Month
July 1, 2017 - June 30, 2018	12	\$ 1,419,201	118,266.75	2284
July 1, 2018 - June 30, 2019	12	\$ 1,435,661	119,638.42	2311
July 1, 2019 - June 30, 2020	12	\$ 1,517,754	126,479.50	2443
July 1, 2020 - June 30, 2021	12	\$ 1,555,697	129,641.42	2504
July 1, 2021 - June 30, 2022	12	\$ 1,597,701	133,141.75	2572
Contract Total Funding		\$ 7,526,014		

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Agreement No.	BE350
Financial Project I.D.	410957-1-72-06
Journal Trans./F.E.I.D. #:	F592982959-005
Benefiting Object Code:	NA
Benefiting Category:	NA
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:	<div>(required for contracts in excess of \$5 million)</div>
Procurement No.:	EXEMPT
DMS Catalog Class No.:	72141003, 80161505

BY THIS AGREEMENT, made and entered into this _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Central Florida Regional Transportation Authority, dba Lynx, of 455 N. Garland Ave, Orlando FL 32801 an agency or educational unit as defined in Chapter 120, Florida Statutes, hereinafter called "Vendor", hereby agree as follows:

1. SERVICE

A. In connection with Road Ranger Patrol for Highway Assistance Services, the Department does hereby retain the Vendor to furnish certain services, information and items as described in Exhibit "A", attached hereto and made a part hereof.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall terminate on 6/30/2022. Services shall commence July 1, 2017 and shall be completed by June 30, 2022 or date of termination, whichever occurs first.
- B. RENEWALS (Select appropriate box):.
- ☐ This Agreement may not be renewed
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewals may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

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- B. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.
- C. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- F. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitment of funds. Nothing herein contained shall prevent the making of agreements for periods exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- G. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

4. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

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- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- C. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- D. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- E. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- F. Any Intellectual Property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- G. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- H. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section

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287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

6. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the Department.
- B. ☒ This Agreement involves the expenditure of federal funds and hence, Appendix I is applicable to all parties and is hereof made a part of this Agreement

7. DISCRIMINATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

8. MISCELLANEOUS

- A. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- D. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- E. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9. The following attachments are incorporated and made a part of this Agreement:

Exhibit "A" Scope of Services, Pages A1 - A13
Exhibit "B" Method of Compensation, Pages B1 - B3
Terms for Federal Aid Contracts (Appendix I) Pages 1 - 3
Attachment 1, Sponsorship/Advertisement Agreement, Pages 1-5

10. Other Provisions:

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Central Florida Regional Transit Authority dba Lynx
Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Authorized Signature

(Print/Type)

BY: _____
Authorized Signature
Alan E. Hyman, P.E.

(Print/Type)

Title: _____

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: _____

LEGAL REVIEW

BE350
SCOPE OF SERVICES
EXHIBIT "A"
ROAD RANGERS SERVICE PATROL
HIGHWAY ASSISTANCE SERVICES

I. OBJECTIVE:

The Florida Department of Transportation desires to provide free Highway Assistance Services during incidents to reduce delay and improve safety for the motoring public and responders.

II. SERVICES TO BE PROVIDED BY CONTRACTOR:

This contract consists of providing Road Ranger service patrol vehicles with qualified operators, Supervisor, and Road Ranger Contract Manager (at the discretion of the VENDOR) as outlined in this Scope of Services and a variety of free motorist services and related activities to be accomplished during patrol. Wrecker services will be provided by notifying Florida Highway Patrol of the need for their rotation wrecker service or towing service, as requested by the disabled motorist. **IN NO EVENT SHALL THE VENDOR OR THE ROAD RANGER SERVICE VEHICLE OPERATOR PROVIDE OR RECOMMEND ANY TOWING, REPAIR SERVICE OR FACILITY TO THE DISABLED MOTORIST. IF THE MOTORIST REQUESTS THE ASSISTANCE OF A MOTOR CLUB, THE OPERATOR WILL ASSIST THE MOTORIST WITH THE CELLULAR PHONE CALL.**

III. DEFINITION OF TERMS:

- A. **DEPARTMENT:** Florida Department of Transportation
- B. **F.H.P.:** Florida Highway Patrol
- C. **VENDOR:** LYNX
- D. **ROAD RANGER VEHICLE OPERATOR:** A hired driver or employee of the Vendor duly licensed and trained by the Vendor as driver operator of Vendors vehicles.
- E. **M.A.S.:** Motorist Aid System.
- F. **T.I.M.** Traffic Incident Management

IV. GENERAL CONTRACT REQUIREMENTS:

- A. Road Ranger Service Patrol Sectors
 - 1. Road Ranger Vehicles shall operate in designated Patrol Sectors as determined by the Department, which may vary based on need. Road Ranger Vehicles will normally enter and exit at the nearest interchange, rest area, or designated paved crossovers. Crossing the median will be allowed in emergency situations as defined by the Department in this scope of work. The Road Ranger Vehicles shall continuously patrol their respective sectors in continuous loops.
 - 2. At any time during the contract's terms, the Department reserves the right to adjust Patrol Sector locations to better accommodate demand for the Service. This includes, but not limited to the following: attendance to safety events, community events, special events, evacuation events, etc. The Department will advise the Vendor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Vendor is to provide service under this contract. This requirement will not increase the anticipated number of work hours to be provided under this contract.

B. Instances in which a Road Ranger Vehicle may leave a Patrol Sector

Road Ranger Vehicles shall not leave their designated patrol sectors except:

- a. For mechanical failure of the Road Ranger Vehicle. In this instance a backup vehicle shall be put into service or the existing Road Ranger Service Patrol limits shall be adjusted to cover the other vehicle's limits.
- b. To replenish fuel at the nearest facility not to exceed 2 miles from sector or at the LYNX facility.
- c. In response to an order from Law Enforcement Officer or Fire Department Official, or at the direction of the Department. If the Road Ranger Vehicle Operator is ordered by Law Enforcement Officer or Fire Department Official to leave the Patrol Sector, they shall contact the Road Ranger Supervisor and/or the FDOT Road Ranger Program Manager immediately.
- d. To assist another sector as authorized by the supervisor and approved by the Department.

C. Road Ranger Service Patrol Activities Near End of Patrol Shift

When a Road Ranger Operator receives a request for service or assistance from either the Department or a Law Enforcement Officer near the end of the Operator's shift, the Operator shall respond. When the next shift becomes available, they shall come to the scene and relieve the previous shift. Any overtime acquired by this task, shall be included in the costs of this contract.

D. Maintenance of Road Ranger Vehicles

The Vehicles shall be kept neat and clean, and in good condition.

E. Inspection of the Road Ranger Vehicles by the Department.

All Road Ranger Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the Department. Unsafe, poorly maintained Vehicles, or improperly equipped Vehicles, as determined by the Department shall be removed from service and replaced at no cost to the Department. The Vendor shall immediately replace Vehicle(s) removed from service.

F. F.H.P. Towing Service Rotation System

If a motorist does not request a specified towing service, repair facility, or individuals to assist them, the Service Patrol Vehicle Operator will contact the F.H.P. and request that towing service be provided through the F.H.P. towing service rotation system.

V. **ROAD RANGER VEHICLE EQUIPMENT, ACCESSORIES, PARTS, AND COMMUNICATIONS EQUIPMENT REQUIREMENTS:**

A. ROAD RANGER Vehicle Requirements

1. Each Road Ranger Vehicle must be at a minimum a full size, 3/4 ton extended cab 4 door, long bed truck capable of carrying the equipment specified in this contract. Each vehicle must have functioning seat belts for all possible passengers. Each Road Ranger Vehicle will be equipped

with an Automated Vehicle Location (AVL) system which provides at a minimum the following information: Latitude and Longitude, Vehicle Number, Speed, Direction.

2. Each Road Ranger Vehicle shall be painted white and shall have the following identification markings on both sides of the vehicle: 1. FDOT LOGO, Eleven inches (11”) in diameter, 2. Sunguide LOGO, Eight and one-half inches (8.5”) by nine and one-half inches (9.5”), 3. “ROAD RANGERS” painted or affixed in six-inch (6”) black letters below the FDOT logo, 4. FREE SERVICE painted in two-inch (2”) black letters below the FDOT logo, 5. “Dial *FHP” painted or affixed in two-inch (2”) white letters on a blue background, 6. Pickup trucks shall also paint or affix in two-inch (2”) black letters “FREE SERVICE” on the rear bumper or tailgate of the vehicle, 7. Each Road Ranger Vehicle shall display a three-digit number placed on or near the driver’s and passenger’s doors, the rear of the vehicle and the front of the vehicle that will individually identify each service patrol vehicle. The numbering sequence shall be as follows: DXX (D=District, XX=Sequential vehicle numbering beginning with 01)
3. The Department shall approve the design of all identification markings. All markings shall be maintained in a clean and readable condition throughout this contract. No reference to the VENDORS company name or logo shall be placed on the Road Ranger Vehicle. Any variations to the Road Ranger Vehicle (i.e. vehicle size or type) must be approved by the State Traffic Operations Engineer. Variance requests and justifications must be provided in writing. Exception: Sponsorship contract addendum requirements are to be followed for all aspects of the program as written in the agreement.
4. The LYNX Road Ranger Supervisor’s vehicle will be equipped with a Laptop, purchased by the DEPARTMENT, and a wireless connection for monitoring the location of all Road Ranger Trucks in service under this contract through GPS. The Laptop is the property of the Department, will be inventoried annually, and will be returned to the DEPARTMENT upon termination of the contract.

B. Equipment, Tools, and Expendables Requirements

Each Road Ranger Vehicle shall have the following equipment, tools, and expendables at the start of each shift. Should any of the equipment, tools, and/or expendables malfunction or become depleted during the shift, the Road Ranger operator shall replenish or replace these items to the required quantities as early as possible throughout the shift.

Equipment

- (1) Two (2) towing straps rated at three thousand (3,000) pounds minimum.
- (2) Rubber face push bumper.
- (3) Rear work lights and/or a 360 degree rotating spotlight
- (4) Power outlets (“hot boxes”, booster cables, or equivalent), front and rear-mounted, compatible with 12 volt booster cables.
- (5) Two (2) heavy duty batteries, each with the minimum of 750 cold cranking amps (CCA).
- (6) Functioning cab lighting.

- (7) Department approved arrow-board or truck mounted dynamic message sign. This unit shall be mounted atop the cab above the roof mounted light bar and be free to pivot into place as needed.
- (8) A roof mounted light bar, front to rear controllable, utilizing white and/or amber colors. The use of red or blue flashing lights is prohibited.
- (9) Universal ball mount with 1/7/8-inch, 2-inch ball, and 2 5/16 inch balls.
- (10) One (1) Five (5) gallon trash can or heavy duty trash bags.
- (11) Two (2) multi-purpose funnels with flexible spouts.
- (12) Two (2) wood blocks each measuring 4-inches by 6-inches by 12-inches.
- (13) Fifteen (15) Department approved 36-inch traffic cones, with reflective markings.
- (14) One hydraulic floor jack, capable of lifting passenger vehicles.
- (15) Air compressor capable of inflating tires of vehicles and operating an impact wrench.
- (16) Heavy duty flashlight/traffic wand with spare batteries.
- (17) One set of booster cables consisting of 3-gauge copper wire with heavy-duty clamps and one end adapted to the Road Ranger Vehicle's power outlets, minimum of 25 feet in length.
- (18) Cell phone and Department approved radios.

Tools

- (1) Shovels (1 each) Square-end, Round-end
- (2) One (1) 24-inch street broom
- (3) Lug Wrenches to fit all vehicles (metric and standard)
- (4) Pry bar, minimum 36 inches in length
- Air operated impact wrench with sockets to fit all vehicles (metric and standard)

Each Road Ranger Vehicle shall have a toolbox containing the following tools:

- a. Screwdrivers, Standard 1/8, 3/16, 1/4, 5/16 (1 each), Phillips head #1 and #2 (1 each), and Star Driver (1 set)
- b. Needle nose pliers (1 pair)
- c. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair)
- d. Wire cutting pliers (1 pair)
- e. Adjustable wrenches, 8 inch (1 each) and, 12 inch (1 each)
- e. 5 pound hammer (1 each)

- f. Rubber mallet (1 each)
- g. Electrical tape (20 yards)
- h. Duct tape (20 yards)
- i. Tire pressure gauge (1 each)
- j. Mechanic's wire (25 ft roll)
- k. Bolt cutters – 24 inch or larger (1 pair)
- l. Complete set of open end and box wrenches (both metric and standard)

Expendables

- (1) Diesel fuel (minimum 5 gallons) - In approved can or tanks.
- (2) Unleaded gasoline (minimum 5 gallons) - In approved can or tanks.
- (3) First aid kit (First Responder Kit, fully stocked) (1 each)
- (4) Fire extinguisher, 5 pound Dry Chemical ABC (2 each) - Meeting all safety requirements, if seal is broken unit shall be tested, resealed and certified.
- (5) Five (5)-gallons of radiator water in labeled container(s)
- (6) Twenty four (24) highway wet flares, 30-minute burn.
- (7) Ten (10) gallons of absorbent material for liquid spills.
- (8) Twelve (12) bottles of drinking water in individually sealed bottles, minimum 16 ounces.
- (9) Fifty (50) Department approved comment cards, provided by the VENDOR.
- (10) Twenty-Five (25) Move it Law Cards, provided by the District, for distribution to crash victims who have questions regarding the Move It Law.

4. Replacing Road Ranger Vehicles

The VENDOR shall be responsible for replacing all Road Ranger Vehicles throughout the term of this contract. The VENDOR will be responsible for providing the Department with a schedule for replacing all vehicles during the term of this contract. The VENDOR will be responsible for the disposal of the replaced vehicles. If such vehicles are still eligible or considered still serviceable, the VENDOR shall seek approval from the Department to use these vehicles as a spare.

Funds provided through the Sponsorship Funding Services Program may be used towards vehicle replacement.

C. Communications Equipment Requirements

1. Radios

Each Road Ranger Vehicle shall be equipped with the 1 State of Florida 800 Mhz portable radios to communicate with the District Regional Traffic Management Center (RTMC) and the Florida Highway Patrol. These radios will be also used to communicate with all other Road Ranger Vehicles. The Department shall be responsible for all radio repairs and maintenance. The radios are the property of the DEPARTMENT, will be inventoried annually, and will be returned to the DEPARTMENT upon termination of the contract.

2. Cellular telephones

Each Road Ranger Vehicle shall be equipped with a cellular telephone with radio talk features. The radio talk features will include individual radio talk features. The cellular telephones shall be capable of communicating with any necessary personnel from all points on the service route. The phones are also to be available for all motorist service contacts. The VENDOR shall be responsible for all costs associated with the cellular telephones throughout the term of this contract. The VENDOR shall obtain and maintain all necessary contracts for this service, which includes any replacement of damage cellular phones.

3. Public Address System

Each Road Ranger Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

VI. Road Ranger Vehicle Operator's Duties and Responsibilities:

A. The Road Ranger Vehicle Operator shall perform the following duties within their specified times and locations of operation:

1. Road Ranger Duties

Continuously patrol the designated area seeking disabled vehicles, stranded motorists, debris in the roadway, spilled loads, vehicle crashes, obstructions to traffic, dead animals and other potential hazards, etc. and assist incident responders with traffic control.

2. Clearing, Clean up and Communication

a. Clear lanes of all disabled vehicles encountered in the Service Patrol Sector. It is the VENDOR responsibility to remove small non-hazardous debris from the roadway and paved shoulder area and place in areas designated by the Department. The Road Ranger Operator will notify the Department of any debris or obstructions on the roadway or paved shoulder area too large for the Road Ranger Operator to remove.

b. Call the following parties where appropriate, as soon as possible:

(1) Using the 800 Mhz radio, contact the F.H.P. for Incident Management of crashes, emergencies, and other law enforcement situations, or for rotation towing of vehicles.

(2) Local Fire Departments for vehicle crashes, medical emergencies and verified fires. Also notify F.H.P.

- a. The F.H.P. and DOT Maintenance Yard for large spilled loads or large debris, or in other situations such as long term closures that will need additional MOT equipment.
- b. Call 911 for any necessary emergencies.

3. Assistance to Motorists

- a. The Road Ranger Operators shall provide a free service, which includes prompt, courteous and skillful assistance to motorists as follows:
 - (1) Move the disabled vehicle from traffic lanes.
 - (2) Change flat tires.
 - (3) Provide jump-starts.
 - (4) Provide fuel to motorist enabling them to reach the closest fueling location. Provide water, etc. when necessary.
 - (5) Assist motorist with mechanical failures where feasible if they can be remedied quickly.
- b. The VENDOR or Road Ranger Operators shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of employee and/or cancellation of this contract.

4. Advice to Motorists

- a. Motorists shall initially be advised, prior to providing services, that moving, fueling, servicing their vehicle for minor repairs or calling a towing service is being provided free of charge as a courtesy by the Department. The Road Ranger Vehicle Operator may attempt minor repairs where feasible if they can be remedied quickly, once the vehicle is cleared from the travel lanes. Should repairs not prove feasible or solve the problem, the motorist shall be allowed up to three (3) telephone calls of three (3) minutes each, using the Road Ranger Vehicle's cellular telephone to make arrangements for further service, towing, or transportation. The motorist must pay all costs for further service, towing or transportation. IN NO EVENT SHALL THE VENDOR OR THE ROAD RANGER VEHICLE OPERATOR PROVIDE OR RECOMMEND ANY TOWING, REPAIR SERVICE OR FACILITY TO THE DISABLED MOTORIST. IF THE MOTORIST REQUESTS THE ASSISTANCE OF A MOTOR CLUB, THE OPERATOR WILL ASSIST THE MOTORIST WITH THE CELLULAR PHONE CALL.

5. Disabled Vehicles

- a. Disabled Vehicles shall be removed from the travel lanes, with the least delay practicable, by moving them to the shoulder area. Vehicles that are disabled shall be provided with a minimum amount of minor repairs or other services. If the Vehicle is not then able to

continue under its own power, the Road Ranger Vehicle Operator shall contact the F.H.P. for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

- b. Should a motorist refuse to allow a disabled or damaged vehicle to be cleared of the travel lanes, the Road Ranger Vehicle Operator shall provide the motorist with a copy of the Florida Statute that states that, "the vehicle should be moved out of the travel lane if the vehicle can be moved", contact the F.H.P. for assistance and remain on the scene until F.H.P. personnel arrive. The Road Ranger Vehicle Operator shall not attempt to move such disabled vehicles until directed to do so by the F.H.P.
- c. All disabled or damaged vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set if possible.

6. Abandoned Vehicles

- a. When an abandoned vehicle is observed over an eight (8) hour shift, the Road Ranger Vehicle Operator shall contact the F.H.P. to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic.
- b. If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Road Ranger Vehicle Operator shall request the F.H.P. for assistance to move the abandoned vehicle to the shoulder.

7. Crashes

- a. The Road Ranger Vehicle Operator shall call for Law Enforcement, Fire and ambulance assistance as necessary at crash/incident scenes and remain at such scenes until the appropriate assistance arrives. The Road Ranger Vehicle Operator shall follow all directions of Law Enforcement personnel.
- b. The Road Ranger Vehicle Operator shall protect crash/incident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, arrow board, and assisting in traffic control.
- c. The Road Ranger Operator will have current certification for having completed the Basic Road Ranger Training, Intermediate Maintenance of Traffic training, Traffic Incident Management, CPR, First Aid (CPR and First Aid Certification Cards shall to be carried with the Road Ranger Vehicle Operator), Fire Extinguisher Training, and any other training deemed necessary by the VENDOR and the Department. The VENDOR shall provide 6 weeks, at a minimum, of Ride-A-Long Training. The training requirement may be reduced to 4 weeks based on a demonstrated proficiency and upon mutual agreement between the Department Manager and LYNX.

8. Assistance to Law Enforcement and Fire Rescue Personnel

The Road Ranger Vehicle Operator shall render assistance to Law Enforcement and Fire Rescue Personnel when requested. Road Ranger Operators shall follow the instruction of, and obey the orders of, Law Enforcement and Fire Rescue Personnel. If these orders are against any Road Ranger Safety Rules and Training, the Road Ranger Operators shall contact the Lead Road Ranger, Road Ranger Supervisor and/or the FDOT Program Manager to report this safety issue prior to refusing assistance. The Road Ranger Operators are responsible for informing

the Law Enforcement and/or Fire Personnel on the appropriate safety procedures and to provide recommendations to accommodate all personnel at the scene.

9. Moving Disabled Vehicles from Traffic Lanes

The Road Ranger Operators shall use an appropriate method of moving disabled or damaged vehicles from the traffic lanes. The Operator shall use all safety precautions and procedures considered appropriate.

10. Transporting People

The Road Ranger Operator should make every effort so that the disabled motorist and passengers are not left stranded. If vehicle assistance or towing services cannot be obtained, rather than leave people stranded, the Road Ranger Operator should transport them to nearest facility with available communications within the physical limits of this contract. It is the intent of this contract to make every effort not to leave disabled vehicle operators and passengers stranded.

11. Animals

Large dead animals that pose a safety hazard to motorists shall be removed from the roadway and paved shoulder and placed on the grass or behind guardrail. The FDOT Maintenance facility shall be notified. If such animals are protected by law, such as black bear or alligators, the Road Ranger Operators shall contact the Florida Fish and Wildlife Conservation Commission by contacting the RTMC.

12. Florida Department of Transportation Notice/Questionnaire/Response Form

The VENDOR shall provide a postage paid Questionnaire Response Card for the Road Ranger Operators to provide to every individual receiving assistance from the Road Ranger Service Patrol.

VII. Road Ranger Service Patrol Vehicle Operator Requirements:

Road Ranger Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be 18 years of age, have a safe driving record and no criminal record. The VENDOR must submit all paperwork for Joint Task Force (JTF) Security Clearance Approval. All JTF Security Clearance paperwork shall be provided by the FDOT Program Manager. This paper work shall be submitted by the VENDOR to the FDOT Road Ranger Program Manager to be submitted to the Florida Highway Patrol. Included in this JTF Security Clearance package are JTF Security Denial Reasons. They are as follows:

JOINT TASK FORCE FOR LAW ENFORCEMENT COMMUNICATIONS
STATE LAW ENFORCEMENT RADIO SYSTEM
(SLERS)

Security Clearance Denial Reasons

1. The applicant has been convicted of a felony offense.
2. The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
3. The applicant has been convicted of a misdemeanor offense involving any type of theft, violence or drug offenses within the past three years.
4. The applicant's driver license is currently suspended or revoked for any reason.
5. The applicant has been convicted of a crime involving domestic violence or currently has a restraining order involving domestic violence or threats.

6. The applicant has been arrested for any charge involving resisting arrest, battery or assault on a law enforcement officer.
7. The applicant is wanted for any criminal offense.
8. The applicant is illegally residing in or is not approved to work in the United States.
9. The identification of adverse intelligence information the applicant.
10. At the discretion of the Security Manager based on any other adverse information regarding the applicant.

JTF State Law Enforcement Communications
Security Procedures – Clearance Denied

If any applicant's security clearance is denied based on any of the above denial reasons, they will be disqualified as an applicant for the Road Ranger Program.

All Road Ranger Operators shall have Joint Task Force (JTF) Security Clearance checks processed yearly by the Florida Highway Patrol and the FDOT Program Manager. If this yearly check results any of the above JTF Security Clearance Denial Reasons, the VENDOR shall remove the Road Ranger Operator from the Road Ranger Program, immediately. If further investigation has determined a mistake in the JTF Security Clearance check, the Road Ranger Operator shall be eligible to re-apply to the Road Ranger Program.

Each VENDOR shall provide the Department with employee (operator) Drivers License checks every six (6) months.

The VENDOR shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations, and random thereafter.

Road Ranger Operators shall be competent in the tasks of operating the service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The VENDOR shall provide resumes of the proposed Operators for approval by the Department prior to assigning Operators to Service Patrol Vehicles. The resume must show adequate mechanical background to perform the required vehicle minor repairs. The Department and/or the VENDOR reserve the right to reject Road Ranger Operators prior to being assigned duties.

The Department and/or the VENDOR also reserve the right to require removal of any employee from this contract who cannot perform the duties or becomes a discredit to the Department and/or the VENDOR.

The Road Ranger Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. Operators shall:

1. Wear clean uniforms at the start of each shift. Shirts with collars and dark blue trousers (can be with or without jacket, no jeans or cutoffs). Shirt color shall be approved by the Department. Any other type of uniforms must be approved by the Department. All new hire Road Ranger Operators are exempt from this, until a uniform is issued. Shorts are never acceptable.
2. Be well groomed. (Appearance will be determined by the Department.)
3. Wear clearly visible embroidered names reflecting their first name. The Department will determine all additional emblems, patches and logos.
4. Be courteous at all times.
5. All Road Ranger Operators shall have picture ID from the Florida Department of Transportation.

Road Ranger Operators shall follow the following safety rules and general regulations. The Operators shall:

1. Conform to the latest Department Conduct Standards Rules and the Ethical Conduct Rules. **A copy will be furnished to the VENDOR and if required, to each Road Ranger Vehicle Operator.**
2. Inspect assigned Road Ranger Vehicles at the beginning of each shift, and take action as necessary to ensure that they are in compliance with all specifications and requirements of this contract.
3. Keep all communications radios and monitors 'on' and the volume 'up.'
4. Remain on their assigned Patrol Sector and depart from the Patrol Sector only as described in this contract.
5. Obey all traffic laws.
6. Exercise caution and safety at all times.
7. Use extreme caution in moving all disabled vehicles.
8. Not carry firearms or other weapons either on their persons or in the Road Ranger Vehicles.
9. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
 - a. When merging or exiting from traffic lanes to an incident site.
 - b. To warn traffic when performing services specified herein.
10. Wear appropriate safety vest with reflective striping at all times while outside the Road Ranger Vehicle.
11. Cross medians for the following reasons only: to assist motorists, disabled vehicles, vehicle crashes, or assist law enforcement and incident responders.

VIII. Road Ranger Service Patrol Vehicle Operation Logs:

Road Ranger Operators shall maintain "Service Patrol Logs" which shall be completed daily and made available to the Department at all times. This information will be entered electronically into the Sunguide System through the use of the RRMA software in the laptops located in each Road Ranger truck.

Road Ranger Service Patrol Logs shall reflect:

1. The date of the log entry.
2. The following times (using military time):
 - a. The time when the Road Ranger Operator was advised of a given incident.
 - b. The time of arrival of the Road Ranger Vehicle at a given incident.

- c. The time of departure of the Road Ranger Vehicle from the scene of a given incident.
- 3. The nature of each incident, such as debris removal, injured or dead animal, stalled Vehicle, crashes, etc.
- 4. Whether the incident was detected by normal patrol activity or in response to a dispatcher's call.
- 5. The incident location and approximate distance to a mile marker number, the lane(s) in which the incident was located, and the direction of travel of the lanes.
- 6. Where applicable, the following information shall be recorded.
 - a. The vehicle's make, model, body type, and license plate number.
 - b. The nature of the problem.
 - c. The type of assistance provided by the Road Ranger Operator.
 - d. Any damage evident before, and after, pulling or pushing the vehicle.
 - e. A questionnaire concerning the Road Ranger service shall be given to the disabled vehicle's driver.
- 7. If additional assistance was required.
- 8. Weather conditions.
- 9. The Road Ranger Operator's name and vehicle number.
- 10. Road Ranger Vehicle odometer reading at beginning and ending of each shift.
- 11. Other Pertinent Information or comments.

X. VENDOR Requirements:

The VENDOR/Representative shall attend all meetings required by the Department.

XI. Road Ranger Service Patrol Hours of Operation

The VENDOR shall provide Road Rangers for Interstate 4. A minimum number of hours of patrol services per month shall be provided as set forth in EXHIBIT "B" METHOD OF COMPENSATION, shall be provided. Additional services may be provided based on available funding. A schedule detailing the proposed hours of operation shall be submitted in advance to the Department on a monthly basis and be in accordance with the level of service required by the Department. The schedule must be approved by the Department prior to any services being rendered. The schedule will take into consideration Special events throughout the District.

XII. Road Ranger Service Patrol Limits of Operation

The VENDOR shall operate the Road Ranger Service Patrol on Interstate 4 from CR 532 in Osceola County to I-95 in Volusia County. The Patrol area will exclude the I-4 Ultimate construction area from just east of SR 528 (MM 72.6) to just west of Lake Mary Blvd. (MM 96.3). The VENDOR shall submit quarterly staffing and vehicle assignments to the Department for approval. The Road Ranger Supervisor's vehicle shall be equipped with minimum equipment.

The Department reserves the right to change this operating schedule and limits based on traffic flow, traffic patterns, evacuations, construction, funding availability, special events and/or changes to environmental conditions.

XIII. Regional Traffic Management Center (RTMC)

All Road Ranger personnel shall HAVE access to the RTMC. If the Road Ranger Supervisor needs use of a workstation at the RTMC for communication/dispatch, administrative duties and supervision of the Road Ranger Service Patrols, the Department shall make provisions for the Road Ranger Supervisor. The Road Ranger Supervisor will have use of the RTMC CCTV cameras for verification of incidents and verification of the Road Ranger operations. The Road Ranger Supervisor shall have 24 hours, 7 days a week access to the RTMC.

XIV. Financial Consequences

To ensure that all the preceding requirements of the Scope are satisfactorily being accomplished, periodic inspections will be conducted by the Department. If the inspection is not satisfactorily passed with a 95% rating of the criteria listed in Sections V and VI, the invoice will be reduced by \$500.00 for each failed inspection.

EXHIBIT "B"

ROAD RANGER SERVICE PATROL FOR HIGHWAY ASSISTANCE SERVICES

METHOD OF COMPENSATION

1.0 PURPOSE

This exhibit defines the limits of compensation to be made to the contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 COMPENSATION

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$7,526,014.00. Funding for these services will be authorized annually in the amounts shown in Table 1 below. At such time as the funding for future years becomes available a "Letter of Authorization" will be issued authorizing those funds.

Table 1, Fiscal Year Funding				
Fiscal Year	Months	Annual Amounts	Monthly Lump Sum Progress Payment Amount	Minimum Service Hours Per Month
FY 2017 - 2018	12	\$1,419,201.00	\$118,266.75	2284
FY 2018 - 2019	12	\$1,435,661.00	\$119,638.41	2311
FY 2019 - 2020	12	\$1,517,754.00	\$126,479.50	2443
FY 2020 - 2021	12	\$1,555,697.00	\$129,641.41	2504
FY 2021 - 2022	12	\$1,597,701.00	\$133,141.75	2572
Contract Total Funding		\$7,526,014.00		

At the Department's sole discretion additional funding may be added to the contract for increases in the minimum number of Service Hours through one or more Supplemental Agreements, contingent upon legislative appropriation and budget approval. The Vendor shall not provide services that exceed the authorized amount(s) without approval from the Department.

2.1 Sponsorship Funding:

The Department has secured additional Sponsorship funding for additional equipment and services under this agreement. At such time as funding is made available a Letter of Authorization (LOA) will be issued authorizing the additional funds. Each LOA shall include the amount authorized under that LOA and the revised amount of contract total funding.

2.2 Actual Expenditures

Actual Cost Expenses, Limiting Amount only

At the Departments sole discretion, in addition to the Monthly Lump Sum Amount the Vendor may be reimbursed at actual cost for the expenses necessary to successfully complete the services required under this agreement. These expenses are beyond the services detailed in Exhibit "A", Scope of Services and will be reimbursed when invoiced and approved by the department. These expenses, if any shall be agreed to in advance by the Department.

2.2.1 Labor Costs

The actual expense may include the maintenance of items acquired as part of the LOA. The Department, at its sole discretion, may authorize maintenance services, via a separate LOA, to insure the continued availability and functionality of items acquired as part of previous LOA. Labor rates shall be actual rates as determined by certified payroll, not to exceed \$30/hr. These costs, if any shall be agreed to in advance by the Department.

3.0 PROGRESS PAYMENTS

Subject to the Maximum Amount the Vendor shall receive for the satisfactory performance of services described in Exhibit "A" Scope of Services, the monthly Lump Sum progress payment amount as shown in Table 1, above for the corresponding fiscal year to be eligible for the Monthly Progress payment. This rate is inclusive of all costs associated to the services provided.

If additional funding is provided, the additional progress payment amount will be based on the amount of funding available divided by the number of additional months services required, and the minimum number of additional service hours will be the additional

Progress payment amount divided by %51.77. The vendor will become eligible for the full progress payment only after provided the total minimum amount of service hours for each month. The full progress payment shall be the sum of the progress payment from the original contract for that period plus the additional progress payment amount for that period.

4.0 INVOICING PROCEDURE

The Vendor will be eligible for progress payments under this agreement at intervals not less than the monthly as approved by the Department.

Invoices will be prepared by the Vendor and submitted in a format prescribed by the Department. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Vendor will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generate by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be paid to the Vendor on the next invoice submitted for that work after the work is subsequently completed satisfactorily and adequately.

Invoices shall be submitted to: Florida Department of Transportation
Project Manager, Traffic Operations
Mail Station 3-562
719 South Woodland Boulevard
DeLand, FL 32720

5.0 PROJECT CLOSEOUT

If requested, the Vendor will permit the Department to perform or have performed an audit of the records of the Vendor and any or all sub-vendors to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Vendor under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this agreement, the Vendor agrees that such disallowed costs are due to the Department upon demand. Further, the Department will have the right to deduct from any payment due the Vendor under any other contract any amount due the Department.

6.0 TANGIBLE PERSONAL PROPERTY

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

ATTACHMENT "1"
Contract BE350
ROAD RANGER SPONSORSHIP/ADVERTISEMENT AGREEMENT

RECITALS

1. Department and Vendor intend to modify that Contractual Services Agreement, State of Florida Governmental Agencies (hereinafter "Agreement") entered into by and between the parties; and
2. Department's Road Ranger Program provides assistance to motorists with disabled vehicles or other problems, maintenance of traffic for motorist safety, support for incident management and assists with congestion mitigation efforts; and
3. The Florida Legislature reduced funding for the Road Ranger Program below the previously anticipated amounts; and
4. Department has determined that the placement of commercial sponsorships or advertisements on vehicles and/or uniforms of the Road Ranger Program, which involves only the commercial interests of potential sponsors, advertisers, and their audiences, is a commercial venture that it wishes to permit Vendor to pursue in order to supplement Road Ranger Program funding; and
5. Vendor recognizes that Road Ranger Program vehicles and driver uniforms upon which advertisements or a sponsor's name and logo will be placed are not public places with unrestricted access, but are restricted areas which require specific prior permission to alter; and
6. Subject to the terms and provisions of the Agreement and this Attachment, Department is willing to allow Vendor permission to enter agreements, subject to prior Department approval, to place advertisements or a sponsor's name and logo on Road Ranger Program vehicles and uniforms, for the sole purpose of supplementing Department funding of the Road Ranger Program.

NOW, THEREFORE, in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Attachment.
2. Except as expressly modified herein, the provisions of the Agreement and any attachments thereto, including, without limitation, the exhibits and appendices, shall remain in full force and effect.
3. Department grants Vendor a non-exclusive right to secure sponsors/advertisers for Road Ranger Program vehicles and/or uniforms within Vendor's contract responsible coverage areas. Vendor may use space on Road Ranger Program

vehicles and/or uniforms to identify the sponsor/advertiser in the form and manner prescribed in the Agreement and this Attachment. Exclusive rights may be assigned upon approval of the Department.

4. At its sole cost, expense and effort, Vendor shall be responsible for negotiating and securing the sponsorship/advertising, subject to Department's prior approval as specified herein, as well as, incurring any cost associated with the procurement, development, design, and application of the sponsor's/advertiser's name and/or logo on the vehicles or uniforms.
5. Revenues generated from advertisements or sponsorships shall be utilized only for providing Road Ranger service except as provided in paragraph 19. In the event that sponsorship revenues exceed the amount in the FY 2008-2009 budget, those revenues will be utilized for Road Ranger Program Patrol enhancements as provided by the Districts.
6. Any payments from sponsors/advertisers to Vendor for sponsorships/advertisements shall be in monetary form; in-kind services (barter agreements) shall not be permitted.
7. A company or organization may be a sponsor or advertise in multiple Department Districts; however, each sponsorship/advertisement agreement must be negotiated separately within each District pursuant to the terms of the Agreement and this Attachment.
8. Providing a sponsorship or placing an advertisement on a Road Ranger Program vehicle or uniform shall not entitle the sponsor or advertiser with the ability to determine or affect changes in Road Ranger Patrol areas, beats or zones.
 - a. Road Ranger Program Vehicles may include incorporating sponsor's/advertiser's logo/theme; may only be placed upon Road Ranger Program vehicles upon prior written consent and approval of Department which may be granted or withheld by Department within its sole discretion: Must have standard sized FDOT logo with the words "A free service provided by FDOT and Sponsors" will be displayed on the driver and passenger side doors. "A free service provided by FDOT and Sponsors" must also be displayed on the rear of the truck.
 - b. Sponsor's/advertiser's logos may be placed on the rear quarter panel of both sides of the vehicle, on the rear of the vehicle, such that the placement of the advertisement does not obscure safety lighting or markings and on the hood of the vehicle. Sponsors/Advertisers will supply logos/materials for the vehicles. Vendor shall be solely and exclusively responsible for the maintenance of the sponsorship/advertisements media, and Vendor shall at all times keep the advertisements in first class, like-new condition. In the event of an accident where the logo/material is damaged, vehicle repair will be undertaken by Vendor and logos/materials will be provided by the sponsor/advertiser.
 - c. If a sponsor/advertiser change logos or slogans during the contract term, the sponsor/advertiser will be responsible for cost associated with the change on

the vehicle and promotional materials and shall allow Vendor to schedule those changes or modifications so that service is not interrupted.

- d. When a sponsorship or advertising period concludes, Vendor shall promptly cause the advertisements to be removed from all Road Ranger program vehicles or uniforms.
 - e. The application, removal, replacement and repair of advertisements shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
9. Road Ranger Program uniforms may include incorporating sponsor's/advertiser's logo/theme; may only be placed upon Road Ranger Program uniforms upon prior written consent and approval of Department which may be granted or withheld by Department within its sole discretion.
10. Sponsors/advertisers are permitted to use photographs of vehicles in advertising promotions or campaigns. Sponsors/advertisers may also use the driver's image upon written consent of the driver. Sponsor/advertiser shall arrange for promotional use of Road Ranger Program vehicle a minimum of three weeks in advance of date required. Promotional use of the Road Ranger vehicle and driver may not be granted if normal operations are impacted by this use. Promotional use requests may also be denied if Road Rangers are supporting or projected to be needed for Emergency Response operations. . Any promotional use of a Road Ranger Program vehicle shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
11. Vendor may consider the use of coupons, an advertising booklet, or other promotional materials that can be provided to motorists from their sponsors/advertisers, as long as all sponsors/advertisers have been given the opportunity to provide such coupons, advertising, or other promotional materials; and all materials are provided at the same time. The coupons, advertisements, or other promotional materials must represent the sponsors/advertisers on the Road Ranger Program vehicles or uniforms. If any such materials are provided to the public they must be provided at the time of assistance. Any such coupons, advertising, or other promotional materials are subject to Department's prior written consent and approval which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably.
12. Vendor shall make a good faith effort to ensure that companies seeking sponsorship or advertising on Road Ranger vehicles are in good standing within the local business community and the Better Business Bureau.
13. Department will review all prospective sponsorships/advertisements and contracts or agreements. Vendor shall not enter any contracts or agreements with potential sponsors/advertisers regarding Road Ranger Program sponsorship/advertising without Department's prior written consent and approval of the proposed contract or agreement, which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably.

14. Department shall have the sole discretion to approve or disapprove content and reject any sponsorships/advertisements that it believes is not in its best interests or the best interests of its customers or the State of Florida. Vendor shall at all times keep in mind that Florida is traveled by families with small children and that all advertisements should be appropriate for viewing by audiences of all ages, including small children.
15. Any contracts secured by Vendor for the placement of sponsorships and/or advertising involves only the commercial interests of the sponsor/advertiser and its audience and thus shall maintain the dignity and integrity of Department and the State. While all proposed sponsorships/advertisements are subject to Department's review and approval, the following is a non-exclusive list of products and content that is strictly disallowed as part of any sponsorships/advertising :
- a. Tobacco products;
 - b. Alcohol products (beer, wine, liquor);
 - c. Illegal drug use or drug paraphernalia;
 - d. Words or images of weapons;
 - e. Any images of illegal materials;
 - f. Political sponsorships/advertisements;
 - g. Religious sponsorships/advertisements;
 - h. Advocacy sponsorships/advertisements;
 - i. Adult-oriented sponsorships/advertisements; and,
 - j. Sponsorships/advertisements containing words or images that are obscene, vulgar or otherwise inappropriate for viewing by audiences of all ages.
16. Department shall be entitled at all times to be advised, at its request, of a summary of current sponsorships/advertisements contained on each Road Ranger Program vehicle or uniform, as well as each sponsorship/advertisement start and completion dates.
17. Vendor shall provide the Department with complete legible copies of all written agreements entered into by Vendor and any sponsors/advertisers for Road Ranger Program vehicles or uniforms within seven (7) calendar days of the full execution of any such signed agreement(s).
18. All funds generated from sponsorships or advertisements that are the subject of this Attachment shall be used and employed for the sole purpose of supplementing Department funding for the Road Ranger Program. Said funds may not be used for any other purpose. .
19. It is specifically agreed and understood by the parties hereto, that execution of the Agreement and this Attachment is not intended to, and shall not, create any rights, suits, obligations, or expectations in the public or any third parties, and shall not authorize anyone not a party to this Agreement or Attachment to initiate a suit or claim against Department for damages or any other form of relief (legal or equitable)
20. Vendor shall not assign any right, term, privilege or obligation provided for in the Agreement or this Attachment absent the express prior written consent of

Department. Department shall have the sole discretion and authority (reasonably or unreasonably) to grant or deny proposed assignments.

21. The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and this Attachment and shall do all other acts to effectuate the Agreement and this Attachment, time being of the essence.
22. Each party warrants and represents to the other: (i) that each understands all of the rights and obligations set forth in the Agreement and this Attachment and that both documents accurately reflect the desires and intentions of the parties; (ii) each provision of the Agreement and this Attachment has been negotiated fairly at arm's length; (iii) each fully understands the advantages and disadvantages of this Attachment and executes the Attachment freely and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence; and (iv) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Attachment.
23. The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of the Agreement or this Attachment shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.
24. No provision in the Agreement or this Attachment shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
25. Paragraph title or captions contained in the Agreement and this Attachment are inserted as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of the Agreement or this Attachment.
26. If any section, paragraph, clause or provision of the Agreement or this Attachment is adjudged by a court of competent jurisdiction to be invalid and unenforceable, all remaining parts of the Agreement and this Attachment shall remain in full force and effect and the parties shall be bound thereby so long as the principle purposes of the Agreement and this Attachment remain enforceable.
27. Any modification or waiver of any of the provisions of the Agreement or this Attachment shall be effective only if made in writing and executed with the same formality as the Agreement.
28. BY their signature on the Agreement, the parties hereby acknowledge the adequacy and sufficiency of the consideration provided in the Agreement and this Attachment and forever waive the right to object to, or otherwise challenge, the same.

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I): CONTRACT (Purchase Order) # BE350

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (C) through (I) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- I. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Contractor shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any sub-Contractor or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Department hereby certifies that neither the Contractor nor the Contractor's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- P. The Contractor hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in

connection with, procuring or carrying out the contract.

The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- Q. Federal-aid projects for highway construction shall comply with the Buy America provisions of 23 CFR 635.410, as amended.
- R. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract" in 41 CFR Part 60-1.3 shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Thomas Stringer
CHIEF OPERATIONS OFFICER
David Rodriguez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the Second Option Year of Contract #13-C22 with Seaboard Neumann Distributors for Bulk Motor Oil

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #13-C22 with Seaboard Neumann Distributors to supply bulk delivery of 15W-40 motor oil for diesel and Compressed Natural Gas (CNG) low ash oil applications in an annual not-to-exceed amount of \$179,759.

BACKGROUND:

In April 2013, an Invitation for Bid (IFB) was released for the purchase of bulk motor oil. The Board of Directors awarded Seaboard Neumann Distributors the contract on July 25, 2013. The initial contract was for three (3) years with two (2) one-year renewal options. With the addition of CNG buses to the fleet, a supply of low ash oil will be incorporated into the contract. CNG buses are replacing diesel buses. The total amount of oil usage will not change, only the type of oil needed.

The first option year of the contract will expire July 24, 2017.

FISCAL IMPACT:

LYNX staff included \$345,000 in the FY2017 Amended Operating Budget for oil and lubricants of which \$179,759 is allocated for the purchase of bulk 15W-40 motor oil. The projected FY2017 expenses are \$169,010. The FY2018 Preliminary Operating Budget includes \$345,000 for oil and lubricants of which \$179,759 is allocated for the purchase of 15W-40 motor oil.

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
MYLES OKEEFE
(Technical Contact)
Douglas Robinson
(Technical Contact)
SHEENA BARTLEY
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Extension of Contracts**
Authorization to Exercise the Second Option Year of Contract #13-C25 with
Alesig Consulting, LLC for Design, Deployment, and Evaluation of a One-
Stop Utility for the Veterans Transportation and Community Living
Initiative Project

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #13-C25 with Alesig Consulting, LLC, for continued design, deployment and evaluation of the LYNX Veterans Transportation and Community Living Initiative (VTCLI) One-Call/One-Click Transportation Resource Center with a not-to-exceed amount of \$266,052 from the initial contract date of July 25, 2013 to July 24, 2018 which is the end of the second year option.

BACKGROUND:

LYNX and Alesig Consulting, LLC (Alesig) entered into Contract #13-C25 on July 25, 2013. The intent of the VTCLI project is to create a one-stop service to assist veterans, their families, and the general public with obtaining information about the transportation resources available to them, and the various community services that can be accessed via those transportation options. The contract was awarded for an initial period of three (3) years; ending July 24, 2016, and two (2) one-year options to extend the contract. The first option year began July 25, 2016 and ends July 24, 2017. Staff is now requesting authorization to exercise the second option year, which will begin July 25, 2017 and end July 24, 2018.

The LYNX Board of Directors authorized an increase in the Contract #13-C25 not to exceed amount, from \$145,411 to \$266,052, on July 23, 2015 to continue working with LYNX and

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external partners to develop and complete the Systems Engineering Process tasks outlined in Contract #13-C25; to include: the Software and Hardware Development and Installation; Integration, Testing and Validation; Operations, Maintenance, and Lifecycle Plan; Outreach and Marketing; Evaluation of Project Success; and a Final Report.

The request to exercise the first option year of the contract was the result of increased project emphasis placed on the System Requirements and High Level Design of the Veterans Transportation and Community Services (VTRACS) system, in working with the project's external partners.

At the January 26, 2017 LYNX Board of Directors meeting a contract was awarded to Cambridge Systematics to build the VTRACS Customer Information System; a process expected to take eight months. Exercising the second option year of contract #13-C25 allows proper time and oversight to proceed through the system buildout and to properly test, validate and evaluate the installed VTRACS product and project process.

FISCAL IMPACT:

LYNX staff included \$100,000 in the FY2017 Amended Operating Budgets for professional services for the Veterans Transportation Resources and Community Services project. The FY2018 Preliminary Operating Budget includes \$136,000 for these services.

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Extension of Contracts
Authorization to Award an Extension of Contract #13-C24 for Healthcare
Benefits Consultant Services

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise Option Year Two for Contract #13-C24 with Gallagher Benefit Services Inc. for Health Benefits Brokerage services. Gallagher factors the broker fees into their commission rate and there is no not to exceed amount.

BACKGROUND:

In 2011, The Board authorized LYNX to explore the possibility of breaking off of Orange County's Benefit plan. This was done effective January 1, 2012 with help of a Health Benefits Broker. LYNX is interested in retaining the services of a Broker and/or Consultant who can assist the organization in maintaining a comprehensive Health Care program for its employees. LYNX needs the selected contractor to negotiate with the various group healthcare providers to recommend the best solution that closely meets the agency's ideal plan and cost limits. Since LYNX has been on its own benefits plan the Health Benefits Broker has assisted in an effort to try to control the costs of the plan.

In accordance with Governing Board approval, a Request for Proposal (RFP) was released on April 24, 2013. The proposal due date was May 24, 2013. The contract was awarded to Gallagher Benefits Services Inc. on July 25, 2013. On May 2016, the Board authorized staff to exercise the first option year, which will expire July 24, 2017.

FISCAL IMPACT:

Gallagher Benefit Services factors the broker fees in their rate under this contract at two percent (2%) for medical, five percent (5%) for dental and vision and ten percent (10%) for life and disability benefits options. The anticipated annual fees for FY2017 are as follows:

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Medical	\$	160,000
Dental		18,000
Vision		5,000
Life and Disability		60,000
		<hr/>
	\$	243,000
		<hr/>

Consent Agenda Item #7.C. iv

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
David Dees
(Technical Contact)
Esther Mitchell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Extension of Contracts
Authorization to Exercise First Option Year on Contract #14-C27 with
Zimmerman, Kiser, & Sutcliffe and Contract #14-C29 with Hilyard, Bogan
& Palmer for General Liability Legal Services

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise option year one of Contract #14-C27 with Zimmerman, Kiser & Sutcliffe and Contract #14-C29 with Hilyard, Bogan & Palmer for General Liability, Auto Liability and Public Liability legal services for the period of July 24, 2017 through July 24, 2018 with a Not-to-Exceed amount of \$445,000 in total for both firms.

BACKGROUND:

The Board approved the award of Contract #s 14-C27 and 14-C29 on July 24, 2014 with the law firms of Zimmerman, Kiser & Sutcliffe and Hilyard, Bogan & Palmer. The initial term of the contract is three (3) years with two (2) one year options. The current contract expires on July 24, 2017. LYNX contracts with these law firms to provide LYNX with legal representation for litigated matters related to commercial general liability claims.

FISCAL IMPACT:

LYNX staff included \$380,000 in the FY2017 Amended Operating Budget for General Liability legal services. The projected FY2017 expenses are \$570,932 which are a result of resolving a backlog of many cases. The FY2018 Preliminary Operating Budget includes \$445,000 for these services which reflects a more typical case load.

Consent Agenda Item #7.C. v

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Esther Mitchell
(Technical Contact)
JODIE BELL
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #14-C30 Year
for Workers Compensation Legal Services with Bolton & Helm, LLP

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise option year one of Contract #14-C30 with Bolton & Helm, LLP for Workers' Compensation Legal Services for the period of July 24, 2017 through July 24, 2018 with a not to exceed amount of \$90,000.

BACKGROUND:

The Board approved the award of Contract #s 14-C30 with Bolton & Helm, LLP. The initial term of the contract is three (3) years with two (2) one year options. The current contract expires on July 24, 2017. LYNX contracts with this law firm to provide LYNX with legal representation for litigated matters related to Workers' Compensation Claims.

FISCAL IMPACT:

LYNX staff included \$75,000 in the FY2017 Amended Operating Budget for Workers' Compensation legal services. The projected FY2017 expenses are \$92,555. The FY2018 Preliminary Operating Budget includes \$90,000 for these services.

Consent Agenda Item #7.C. vi

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Extension of Contracts
Authorization to Execute the First Option Year of Contract #14-C28 to vRide for Vanpool Support

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract 14-C28 with vRide, Inc. for vanpool operations. This contract does not have a set annual payment to LYNX. The payments to LYNX fluctuates annually based on the number of vehicles in the program. The following are the program results for FY2015, FY2016 and FY2017 projected for LYNX' current vanpool program:

LYNX VANPOOL PROGRAM CONTRACT #14-C28			
	FY2015 Actual	FY2016 Actual	FY2017 Projected
Lynx - Vanpool & Agency Fares	\$ 804,714	\$ 879,127	\$ 1,089,674
VPSI - Vehicle Service Fees	455,347	487,226	605,467
Total Administrative Maintenance Fees	212,352	286,332	327,421
Program Income/(Loss)	\$ 137,015	\$ 105,570	\$ 156,786
Section 5307 Funding Generated by VanPool Service	651,617	928,720	1,069,366
Net Vehicle Income/(Expense)	\$ 788,632	\$ 1,034,290	\$ 1,226,152

BACKGROUND:

The LYNX Vanpool Program was developed 24 years ago to provide additional commuter options for the Central Florida community to get to work. The vanpool program offers individuals who live and work in the same area a reliable, affordable method to get to work each day. LYNX staff is responsible for overseeing the vanpool contract.

vRide, on behalf of LYNX, manages the entire rideshare matching process and assists employers with the implementation of commuter programs and formation of vanpool groups as well as

maintaining ridership and vanpool participation. vRide also oversees the fleet management component of the operation. Fleet management includes scheduled maintenance and repairs, tires, towing, wash and detail. The contract also includes the insurance to cover both commuter and agency vanpools. The LYNX Vanpool program currently consists of 215 vans. The program has realized significant growth and profit during the past three years and continues to be a popular commute option.

LYNX issued RFP 14-R05 for Van Pool Services on May 19, 2014, the LYNX Board approved this three (3) year contract with two (2) one (1) year options on July 24, 2014. This is the first one (1) year option to begin Oct. 1, 2017.

FISCAL IMPACT:

LYNX' current vanpool service is administered where the vendor pays directly to provide vanpool services out of the collected monthly vanpool fees. Under the vRide, Inc. contract, vanpool services will continue to be administered in the same manner, which should result in no costs to LYNX. The following are the program results for FY2015, FY2016 and FY2017 projected for LYNX' current vanpool program:

LYNX VANPOOL PROGRAM CONTRACT #14-C28			
	FY2015 Actual	FY2016 Actual	FY2017 Projected
Lynx - Vanpool & Agency Fares	\$ 804,714	\$ 879,127	\$ 1,089,674
VPSI - Vehicle Service Fees	455,347	487,226	605,467
Total Administrative Maintenance Fees	212,352	286,332	327,421
Program Income/(Loss)	\$ 137,015	\$ 105,570	\$ 156,786
Section 5307 Funding Generated by VanPool Service	651,617	928,720	1,069,366
Net Vehicle Income/(Expense)	\$ 788,632	\$ 1,034,290	\$ 1,226,152

Consent Agenda Item #7.C. vii

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Esther Mitchell
(Technical Contact)
JODIE BELL
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Extension of Contracts
Authorization to Increase Contract #14-C29 with Hilyard, Bogan & Palmer
and Contract #14-C27 with Zimmerman, Kiser & Sutcliffe for General
Liability Legal Services

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Not-to-Exceed amount under Contract #s 14-C27 and 14-C29 with the legal counsel firms of Hilyard, Bogan & Palmer and Zimmerman, Kiser & Sutcliffe by \$430,000. This contract provides legal services for general, auto, and public liability defense services. The increase will be applied to the annual aggregate amount for the current contract term of July 24, 2014 through July 24, 2017 and increase the FY17 Amended Operating Budget accordingly. This action will increase the Not-to-Exceed from \$1,050,000 to \$1,480,000.

BACKGROUND:

The Board approved the award of Contract #s 14-C29 and 14-C27 on July 24, 2014 with the law firms of Hilyard, Bogan & Palmer and Zimmerman, Kiser & Sutcliffe. The initial term of the contract is three (3) years with two (2) one year options. The current contract expires on July 24, 2017. LYNX contracts with these law firms to provide LYNX with legal representation for litigated matters related to commercial general liability claims.

On July 28, 2016, the Board approved an increase for Contract #s 14-C27 and 14-C29 with the law firms of Hilyard, Bogan & Palmer and Zimmerman, Kiser & Sutcliffe by \$350,000 in the aggregate for the period of July 23, 2016 through July 24, 2017. This adjustment increased the Not-to-Exceed amount from \$700,000 to \$1,050,000.

Due to legal expenses related to ongoing litigation, trial preparation and final resolution of claims dating back to 2005, it is necessary to amend the contracts and increase the approved Aggregate Not-to-Exceed amount by \$430,000.

FISCAL IMPACT:

LYNX staff included \$380,000 in the FY2017 Amended Operating Budget for General Liability legal services. The projected FY2017 expenses are \$570,932. The FY2018 Preliminary Operating Budget includes \$445,000 for these services.

	General Liability Legal Expense
FY2017 Projected Expense	\$ 570,932
Less: FY2017 Amended Operating Budget	380,000
Projected over Budget	<u>\$ 190,932</u>
<u>Transfers from Projected under Budget Items</u>	
Risk Professional Services	\$ 45,000
Risk Professional Services - General Liability	70,932
Risk Professional Services - Workers Compensation	10,000
Safety/Security Professional Services - Other	35,000
Finance Professional Services - other	30,000
Total	<u>\$ 190,932</u>

Consent Agenda Item #7.C. viii

To: LYNX Board of Directors

From: Thomas Stringer
CHIEF OPERATIONS OFFICER
Steven Walczak
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Piggyback on the Osceola County School District Contract
#SDOC-17-B-061-LH, Rental of Work Uniforms and Supplies

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to "piggyback" on the School District of Osceola County competitively bid Contract #SDOC-17-B-061-LH with ARAMARK Uniform & Career Apparel, LLC for the rental and cleaning of employee uniforms, shop supplies, and floor mats for a contract term of three years (3) with two (2) one-year options with a not to exceed amount for the five (5) years of \$460,000 and an annual not-to-exceed amount of \$92,000.

BACKGROUND:

LYNX is required to provide a weekly supply of laundered uniforms per labor agreements with Maintenance Supervisors and bargaining unit Maintenance employees. Additionally, LYNX furnishes administrative employees working in the Material Control and Revenue Collection areas with a weekly supply of laundered uniforms.

The current contract that we have is a Piggyback from The School District of Osceola County. It expired on May 1st 2017. Osceola County put this back out for bid and their Board approved the award on Tuesday, March 21, 2017 to Aramark Services. This new contract starts July 1st 2017. The award is for three (3) years) with two (2) one (1) year options.

All Blanket PO's that were issued for FY17 mentioned a Period of Performance from 1 October 2016 – 1 May 2017. The funding for these services carry us through to 30 September 2017.

FISCAL IMPACT:

LYNX Board Agenda

LYNX staff included \$71,000 in the FY2017 Amended Operating Budget for the rental and cleaning of employee uniforms, shop supplies and floor mats. The projected FY2017 expenses are \$82,736. The FY2018 Preliminary Operating Budget includes \$92,000 for these services.

Consent Agenda Item #7.D. i

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Jeffrey Reine
(Technical Contact)
CRAIG CHARRETTE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Utilize the Remaining Five (5) Percent (%) Contingency on the Parramore Bus Rapid Transit Project

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to utilize the remaining contingency for the Parramore Bus Rapid Transit (BRT) Project for change orders.

BACKGROUND:

LYNX and Balfour Beatty Construction, LLC (BBC) entered into Contract No. 14-C26 for the construction of the Parramore (Lime Line) Bus Rapid Transit (BRT) Project on February 24, 2015 and Notice to Proceed (NTP) for construction was given March 26, 2015. The total LYMMO Parramore BRT construction project budget includes a contingency of \$1,030,198.

As part of the original award of this contract, in accordance with Administrative Rule 4, the Board of Directors authorized LYNX to use up to fifty percent of the contingency for change orders that were under \$150,000. In addition, those change orders would go to the Board as an informational item. Budget and contingency amounts are summarized below:

- Project Budget: \$10,928,922
- Contingency: \$ 1,030,198
- Board Authorized Contingency: \$ 515,616

Due to the project coming to a close no later than July 2017, this is a time sensitive matter and additional change orders are required. The total value of these pending change orders, in

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addition to change orders already approved, will exceed the previously approved fifty percent board authorized allowable threshold for contingency use. The additional change orders are detailed below.

Change Order #	Description – Parramore BRT Project	Amount
35	Existing Mast Arm Removal (additional approved dollars)	\$ 4,848
40	Added Sidewalk at Hughey Station (additional approved dollars)	\$ 1,873
46	Existing Irrigation at Bob Carr (additional approved dollars)	\$ 477
16	Pole and Bracket Signs	\$ 10,174
20	OUC additions	\$ 39,155
25	Gas Pipe	\$ 1,706
44	Drill and Tap Bus Shelters	\$ 3,607
63	Totem Fiber install	\$ 7,376
70	Drainage at Bob Carr	\$ 26,854
21	Tree Wells	\$ 56,869
49	Jim Wright time	\$ 59,172
55	General Conditions Overrun	\$ 97,326
**	Paver Sealer	\$ 14,963
GRAND TOTAL		\$ \$324,403

**Note that the General Conditions Overrun is pending determination of grant eligibility*

***Note Paver sealer will be allocated to 100% of local funds included in the contingency*

In addition to the above change orders, LYNX has additional oversight activities from K & J (Security Consultants), Parsons Brinkerhoff and AECOM Technical Services. The total of these oversight activities amount to \$336,459.

The combination of the previously approved change orders, change orders pending approval and the additional oversight activities, exceeds the LYNX Board of Directors original approval of fifty percent usage of the project contingency for a total of \$660,862. LYNX is still within the budget for project contingency.

FISCAL IMPACT:

LYNX staff included \$1,548,011 in the FY2017 Amended Capital Budget for the Parramore BRT project of which \$765,245 is unobligated. There will be approximately \$104,383 remaining funds after the additional change orders in the amount \$660,862 are approved and processed.

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Belinda Balleras
(Technical Contact)
Douglas Robinson
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Miscellaneous**
Authorization to Execute a Multi-Year Joint Participation Agreement (JPA)
#4333061 with the Florida Department of Transportation (FDOT) for State
Block Grant Funding for Annual Operating Assistance

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Resolution #17-004 for a Joint Participation Agreements (JPA) with the Florida Department of Transportation District 5 (FDOT) for the FY 2018 State Block Grant for operating assistance in the amount of \$10,192,003. This JPA will be supplemented annually contingent upon funding in future year's adopted State Work Plan.

BACKGROUND:

The Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation. The funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas.

FDOT included in its Work Program funds for LYNX operating assistance. FDOT will obligate funds in the amount of \$10,192,003 under Joint Participation Agreement #4333061.

FISCAL IMPACT:

LYNX staff included \$10,192,003 in the FY2018 Preliminary Operating Budget. The annual supplemental JPA fiscal year's funding will be programmed into each respective LYNX' fiscal

LYNX Board Agenda

year operating budget. Funds from this JPA require a 50% cost share which will be funded from local operating funds already included in the annual FY2018 Preliminary Operating Budget.

**AUTHORIZING RESOLUTION
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RESOLUTION No. 17-004**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY; AUTHORIZATION FOR THE CHIEF
EXECUTIVE OFFICER TO EXECUTE A JOINT PARTICIPATION
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR FY 2018 OPERATING ASSISTANCE AND
SUPPLEMENTAL FUNDING THROUGH 2022**

WHEREAS, there is created a public transit block grant program which shall be administered by the Florida Department of Transportation (FDOT) and the block grant funds shall be provided to transit providers in urbanized and non-urbanized areas and community transportation coordinators.

WHEREAS, THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, dba LYNX, will satisfy the requirement to complete a Transportation Development Plan (TDP) for FY 2018-2027 which will be submitted to FDOT in FY 18 and the TDP is consistent with METROPLAN Orlando's Year 2040 Long Range Plan and five-year Transportation Improvement Program (TIP).

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of a Joint Participation Agreement with the Florida Department of Transportation and annual supplements, for the FY 2018 through FY 2022 state operating assistance as authorized in Section 341.052 (1) Florida Statutes; and

WHEREAS, this BOARD has the authority to authorize the execution of the Joint Participation Agreement.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of Joint Participation Agreement 4333061 which will be provided by FDOT after July 1, 2017.

2. The BOARD authorizes the Chief Executive Officer to execute the Joint Participation Agreement with the Florida Department of Transportation for the FY 2018 state operating assistance in the amount of \$10,192,003 and future allocations,
3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 25th day of May 2017, by the Governing Board of the Central Florida Regional Transportation Authority.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Chair

The undersigned duly qualified Assistant Secretary, action on behalf of the Governing Board, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on May 25, 2017.

Attest:

Assistant Secretary

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
LEONARD ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Issue a Purchase Order in the Amount of \$67,200 to
nMomentum for LYNX' Mobile Fare Payment Program Support

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order in the amount of \$67,200 to nMomentum piggy backing on a contract with Nashville MTA for support of the Mobile Fare Payment System (MFPS) Program.

BACKGROUND:

The MFPS is very complex and has the potential to experience numerous challenges making it important to enlist the services of a qualified consultant experienced in mobile fare payment technologies and implementation processes to provide assistance in development of advertisement functional requirements, evaluation assistance and project management activities.

January 28, 2016 the LYNX Board of Directors authorized the Issuance of a Purchase Order in the amount of \$271,920 to Tribridge Holdings, LLC to provide the services of their Certified DBE partner nMomentum for the support of the MFPS Program. The initial Purchase Order was to provide support for a twelve (12) month period (March 2016 to February 2017).

July 28, 2016 the LYNX Board of Directors authorized the release of a Request for Proposal (RFP) for Mobile Ticketing. Responses to the RFP were due back September 16, 2016. Selection of vendors to participate in pilot tests occurred on December 21, 2016. The Source Evaluation Committee (SEC) will analyze, review and rank the results of vendor pilot tests. LYNX is currently utilizing nMomentum a Certified DBE partner of Tribridge Holdings LLC, for Fare Collection Program (FCP) support and to service the needs of the MFPS Program. This additional authorization is to continue support for the MFPS Program for an additional Four (4) months (March 2017 – June 2017).

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LYNX will piggy back on a current contract that Nashville MTA has directly with nMomentum. The scope of services includes project consulting services, evaluation assistance and project management activities related to piloting and full implementation of the MFPS. In addition to technical staff services, some of the detailed activities will include:

1. Provide technical advisory role for the project.
2. Assist LYNX with evaluation of the technical and functional proposals from the proposers and from the selected pilot participants.
3. Support pre-employee pilot test with on-site planning and tasks performed by LYNX PM.
4. Support internal employee pilot with on-site planning and tasks performed by LYNX PM.
5. Support and manage public pilot test with on-site planning and tasks performed by LYNX PM.
6. Support Paratransit pilot for both employees and the public with on-site planning and tasks performed by LYNX PM.
7. Coordinate and manage lab-test environment for defined pilots.
8. Update MPS requirements for Step 2 of the procurement.
9. Assist LYNX with BAFO process for full MPS award.
10. Provide program management for the full MPS implementation across entire fixed route and paratransit fleet in conjunction with the LYNX assigned PM as described below.
11. Coordinate, conduct and keep minutes of meetings as necessary.
12. Develop and manage issue logs in conjunction with the pilot vendors as well as full pilot implementation.
13. Support LYNX internal PM in communications with stakeholders, including sponsors, to maintain visibility of the project, gain their support, and set clear expectations. LYNX PM will have the responsibility for coordination, management and delivery of all internal project related tasks and communications within LYNX.
14. Assist with development of budget accruals and quarterly FTA reporting.
15. Prepare and present an employee pilot closeout report at the conclusion of pilot consisting of successes, lessons learned and next step recommendations. This will be in a powerpoint format and presented to LYNX executive management and/or the LYNX board as needed.
16. If needed, prepare and present a final implementation report in a powerpoint format at the conclusion of full implementation.
17. Present regular project status to LYNX's executive management team as needed.

FISCAL IMPACT:

LYNX staff included \$1,273,400 in the FY2017 Amended Capital Budget for Mobile Ticketing of which \$45,320 is obligated.

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Jody Bennett
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Miscellaneous
Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services from a not-to-exceed amount of \$931,000 to \$1,244,000 to cover unexpected expenses. This will increase Option Year 1 of the contract by \$151,000 from \$225,000 to \$376,000, and Option Year 2 of the contract by \$162,000 from \$181,000 to \$343,000.

BACKGROUND:

Per Governing Board approval on January 31, 2013, LYNX entered into a contract with Baker Hostetler LLP for Labor and Employment Legal Services. The original contract amount was not-to-exceed \$100,000 per year, \$500,000 in total over five (5) years (three (3) years plus two (2) one (1) year options).

Per Governing Board approval on May 23, 2013, LYNX amended Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services in the amount of \$75,000 to cover unexpected expenses and to amend the FY2013 Amended Operating Budget accordingly. Labor and Employment Law service requirements increased due to Union Negotiations and legal analysis of Defined Benefit Pension versus Defined Contribution for LYNX implementation. Additional legal services were obtained through Baker Hostetler for counsel related to pension redesign.

Per Governing Board approval on December 4, 2013, LYNX amended Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services in the amount of \$100,000 to cover unexpected expenses and to amend the FY2014 Adopted Operating Budget accordingly. This brought the total to \$225,000 for the first contract year and \$150,000 for the second contract

year. Labor and Employment Legal service requirements increased since January 2013 due to Arbitrations, Union Negotiations, and Pension Analysis for LYNX implementation.

Per Governing Board approval on November 12, 2015, LYNX executed the first option year of Contract #13-C15 with Baker & Hostetler, LLC for legal services pertaining to Labor and Employment matters, including Union Contract Negotiations, and Labor-Related Arbitrations.

Per Governing Board approval on July 28, 2016, LYNX amended Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services in the amount of \$115,000 to cover unexpected expenses. This increased the initial term from \$475,000 to \$525,000 and Option Year 1 of the contract from \$160,000 to \$225,000.

Per Governing Board approval on January 26, 2017, LYNX executed the second option year of Contract #13-C15 with Baker & Hostetler, LLC for legal services pertaining to Labor and Employment matters, including Union Contract Negotiations, and Labor-Related Arbitrations in the amount of \$181,000. This brought the total contract not-to-exceed to \$931,000.

Since January 31, 2013, legal expenses related to Arbitrations and Negotiations have increased causing a need to amend the previously approved amount. In order to fund the current liability over the authorized contract and potential expenses for the balance of the calendar year, it is necessary to amend the contract and increase the previously approved amount by \$313,000.

FISCAL IMPACT:

LYNX staff included \$181,100 in the FY2017 Amended Operating Budget for these services. The projected FY2017 expenses are \$342,814. The Preliminary FY2018 Budget includes \$190,000 for these services.

The remaining projected FY2017 expenses in the amount of \$161,714 will be funded through transfers from other budgets.

	<u>Legal Services</u>
FY2017 Projected Expenses	\$ 342,814
Less: FY2017 Amended Budget	(181,100)
Projected Budget Shortfall	<u>\$ 161,714</u>
<u>Transfers from projected under budget items</u>	
Procurement - Other Services	\$ 10,000
Facility Maintenance - Custodial Services	83,041
Facility Maintenance - Pressure Washing	68,673
Total	<u>\$ 161,714</u>

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Jeffrey Reine
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Miscellaneous**
Authorization to Negotiate an Interlocal Agreement with Osceola County
for the Placement of Shelters in the Unincorporated County

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board's authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into an agreement with Seminole County for an interlocal agreement for the administration of a bus shelter program within the unincorporated portions of Osceola County.

BACKGROUND:

LYNX has been working with Osceola County over the past year to assist with identifying site locations within the County to place shelters at. This dovetails with the County's recent decision to end their contract with a private supplier of bus shelters. This supplier previously was exempt from permitting and as such, a number of the shelters placed within the right-of-way do not meet current American with Disabilities Act Standards or required set back requirements. As such, LYNX has coordinated heavily with Osceola County to develop a strategic plan for the replacement of these shelters and the placement of additional shelters as well. The list of these shelters appears as attachments to this board item. In addition, a copy of the proposed interlocal is included as well.

LYNX will use its current contracted engineering firm, Kimley-Horn, to assist with the design, permitting and construction inspection services. Barracuda Building Contractors will handle the installation and Spencer Fabrication will build the shelters themselves.

The proposed agreement is very similar to the already executed agreement that LYNX currently has with Seminole County and the City of Orlando. Key aspects of this agreement are that in the event of advertising occurring on the shelters, those funds are to be used for the express purpose

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of investment in the bus shelter program within the County. As part of this, the County agrees not to supplant funds otherwise provided to the Agency.

FISCAL IMPACT:

LYNX staff included \$1,023,330 (including carryover of \$273,330) in the FY2017 Amended Capital Budget for Osceola County shelter installation and manufacturing. Future years will be budgeted appropriately to support LYNX' shelter program.

**INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY
AND
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY D/B/A LYNX**

This Agreement is made and entered into this _____ day of _____, 2017 between Osceola County, Florida, a political subdivision of the State of Florida (“County”) and the Central Florida Regional Transportation Authority, d/b/a LYNX, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes (“Authority”).

RECITALS

WHEREAS, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the County, a Florida municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the Authority was created and established by Part III, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

WHEREAS, this Agreement is made and entered into by the County and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is “to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the Board of County Commission of Osceola County, Florida (the “Osceola County Commission”), hereby finds and declares that increasing automobile congestion and continued population and employment growth in the County requires that the County and the Authority assist each other in the development, operation, and maintenance of a convenient, efficient, safe, and comfortable bus transit system.”; and

WHEREAS, Goal 3 of the Transportation Element of the County’s Comprehensive Plan adopted August 19, 2013 amended October 22, 2015, and as further amended from time to time, states that the County is committed to establishing a “safe and convenient multimodal transportation system, supporting livable communities and economic development, where access and travel choices are increased through new and enhanced public transit, bicycle, pedestrian, and roadway systems”; and

WHEREAS, the County’s Transportation Element Objective 2.2 requires that the County “shall maintain communication and joint planning and implementation efforts with its partners to provide the most efficient and safe transportation system.”; and

WHEREAS, the County’s Transportation Element Policy 2.1.5 requires that “the County shall coordinate its transit vision plan with LYNX or other Regional Transit Authority to provide safe and efficient transit services to its citizens.”; and

WHEREAS, the County’s Transportation Element Objective 3.2 requires that the County “shall ensure that efficient public transit services, based upon existing and proposed major trip generators and attractors, are located within the appropriate Future Land Use Map designations to ensure that safe and convenient public transit terminals, land uses, and accommodations of the special needs of the transportation disadvantaged are provided.”; and

WHEREAS, the County’s Transportation Element Objective 5.1 requires the County “To prioritize and establish sustainable funding mechanisms which meet the mobility needs of County residents now and in the future.”, and the County hereby encourages the Authority to utilize all reasonable efforts and diligence to maximize the financial return to the Authority as is made available by this Agreement; and

WHEREAS, the County’s Transportation Element Policy 5.1.6 requires, in part, that the County “shall work to implement an additional funding mechanism to support needed transportation infrastructure and maintenance”, and in accordance with this Agreement, the County hereby encourages the Authority to utilize all reasonable efforts and diligence to maximize the financial return to the Authority as is made available by this Agreement; and

WHEREAS, recognizing that section 337.408(1), Florida Statutes, provides that Benches or transit shelters, including advertising displayed on benches or transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway, provided that such benches or transit shelters are for the comfort or convenience of the general public or are at designated stops on official bus routes”, the Osceola County Commission hereby finds and declares that Transit Shelters and Benches, as defined by this Agreement, and as provided pursuant to this Agreement, are for the comfort and convenience of the general public, and further, that pursuant to this Agreement such Transit Shelters and Benches will be provided and maintained by the Authority only at designated stops on official fixed route bus stops as provided by the Authority; and

WHEREAS, recognizing that section 337.408(1), Florida Statutes, also requires that “written authorization [be] given to a qualified private supplier of such service by the municipal government within whose incorporated limits such benches or transit shelters are installed”, the Osceola County Commission hereby declares its intent that this Agreement shall constitute such “written authorization” for the purposes of section 337.408(1), Florida Statutes, if the Authority elects to select a qualified private supplier to provide Transit Shelters or Benches in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Osceola County Commission hereby finds and declares that a convenient, efficient, safe and comfortable bus transit system offers a practicable and sensible transportation alternative to private automobile travel within the jurisdictional boundaries of the County; and

WHEREAS, pursuant to Title XXVI, Florida Statutes, and other law of the State of Florida, the County enjoys certain governmental, corporate, and proprietary powers in relation to certain public roadways and rights-of-way within the jurisdictional boundaries of the County, and the County desires to grant a permit to the Authority under the terms and conditions of this Agreement, and Authority desires to accept said permit under the terms and conditions of this Agreement, for the purpose of the Authority providing, or causing to have provided, Transit Shelters and Benches, as defined and described more fully hereinafter, within the jurisdictional boundaries of the County; and

WHEREAS, it is the purpose and intent of this Agreement to provide for the cost-efficient construction, installation, operation, and maintenance of Transit Shelters and Benches at certain transit stops operated by the Authority within Osceola County so that the transit-going public is provided with a more comfortable and convenient transit experience; and

WHEREAS, the Osceola County Commission hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Osceola County; and

NOW THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the County and the Authority agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The above recitals are incorporated herein and made part of this Agreement.

ARTICLE 2 DEFINITIONS

For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

2.1. “Agreement” means this Interlocal Agreement by and between the Osceola County, Florida, and the Central Florida Regional Transportation Authority, including all incorporated attachments and exhibits, as may be amended from time to time.

2.2. “Authority” means the Central Florida Regional Transportation Authority, d/b/a LYNX, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes.

2.3. “Bench” means a bench designed for seating two (2) or more persons, with or without advertising, which is placed, constructed, and maintained at or near a recognized transit bus stop on public right-of-way.

2.4. “County” means Osceola County, Florida, a charter county and a political subdivision of the State of Florida.

2.5. “Qualified Private Supplier” means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the construction, installation, operation, and maintenance of Transit Shelters and Benches in Osceola County, Florida, as well as advertising which may be permitted on any such Transit Shelters and Benches, all in accordance with this Agreement.

2.6. “Right-of-Way” means land in which is required for use as a transportation facility within the geographic boundaries of the County.

2.7. “Transit Shelter” means a structure or facility located at a site designated by Osceola County and approved by the operating transit agency and the County to protect passengers from the elements. Transit bus shelters include both public transit bus shelters and school bus shelters.”

2.8. “Transit Shelter or Bench Site” means a specified location within or adjacent to the Right-of-Way and designated by the County and the Authority for the location of a Transit Shelter or Bench.

ARTICLE 3

PURPOSE AND AUTHORITY OF AGREEMENT

This Agreement is executed pursuant to the provisions of Chapters 163, 166, and 343, Florida Statutes (F.S.). The purpose of this Agreement is to accomplish the following:

- A. Set forth the conditions and procedures under which the Authority will accomplish placement of new transit shelters and benches.
- B. Set forth the conditions and procedures under which the Authority will accomplish taking over ownership of existing transit shelters and benches.
- C. Set forth the conditions and procedures under which the Authority will utilize ad revenue from existing transit shelters and benches.
- D. Set forth the manner in which the Authority will maintain new and existing transit shelters and benches.

ARTICLE 4

CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF TRANSIT SHELTERS AND BENCHES

1. Provision of Transit Shelters and Benches. During the term of this Agreement, and subject to the requirements of this Agreement and applicable laws, the Authority may itself, or through a Qualified Private Supplier(s), construct, install, operate, and maintain Transit Shelters or Benches within the Right-of-Way, and provide for advertising on said Transit Shelters or Benches, in accordance with the provisions of this Agreement.

2. Permit. In conjunction with the rights granted to the Authority pursuant to this Agreement, and subject to all requirements of this Agreement and applicable laws, the County shall grant to the Authority the right-of-way utilization permit necessary to install Transit Shelters or Benches within the Right-of-Way. No Transit Shelter or Bench may be installed, operated, or maintained within the Right-of-Way unless and until a right-of-way utilization permit for the respective Transit Shelter or Bench is provided by the County to the Authority.

3. Qualified Private Supplier. The Authority may select a Qualified Private Supplier or Qualified Private Suppliers to perform work, or any portion thereof, related to the construction, installation, operation, and maintenance of Transit Shelters or Benches as well as the placement of advertising on said Transit Shelters or Benches, all as described by this Agreement. Subject to the penultimate sentence of this Section 3, the Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers, if any. The method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers, if any, shall be at the sole and absolute discretion and responsibility of the Authority. Nothing in this Agreement shall be interpreted to require that the Authority select a Qualified Private Supplier or Qualified Private Suppliers. If the Authority selects a Qualified Private Supplier or Qualified Private Suppliers, the Authority understands and accepts that the County may terminate this Agreement pursuant to section 43 of this Agreement if the Qualified Private Supplier or any one of the Qualified Private Suppliers fails to perform any of their respective work in accordance with the terms and conditions of this Agreement, but only if the Authority fails to cure such failure within the applicable cure period. The County understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a Request for Proposal or similar process. The Authority understands and accepts that the County shall have a representative member on the procurement committee during the Request for Proposal or similar process. The County also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers, then the Authority may, in its discretion, terminate this Agreement.

4. Relationship to Existing Transit Shelter or Bench Arrangements.
The County represents, and the Authority acknowledges and fully understands that the County may currently be party to other agreements and arrangements related to the

construction, installation, operation, or maintenance of Transit Shelters or Benches. Nothing in this Agreement shall be construed to impugn the integrity of those agreements and arrangements, if any. Additionally, the Authority represents, and the County acknowledges and fully understands that the Authority may, from time to time, construct, install, operate, and maintain Transit Shelters and Benches within Osceola County with funds derived from sources other than a Qualified Private Supplier or transit advertising revenue as anticipated under this Agreement. The terms and conditions of this Agreement apply to Transit Shelters or Benches constructed, installed, operated, and/or maintained by a Qualified Private Supplier pursuant to this Agreement, or to Transit Shelters or Benches constructed, installed, operated, and/or maintained by the Authority.

5. Exclusivity. The rights granted to the Authority by this Agreement are not exclusive, except that for the term of this Agreement, the County shall not enter into any contract or agreement with any other person, firm, or government agency, granting the right to construct, install, operate, or maintain Transit Shelters or Benches with advertising within the Right-of-Way. This exclusivity does not include transit shelters and benches within the area commonly known as the West 192 Redevelopment District or as regulated by Ordinance #10-12.

6. Revenue Accounting/Use of Advertising Proceeds, Etc. All revenue derived by the Authority pursuant to the rights and privileges created by this Agreement (whether by virtue of any advertising revenue directly derived by the Authority itself for Transit Shelter and Bench advertising or from amounts which may be paid to the Authority by any Qualified Private Supplier) shall be deposited by the Authority into its general operating account, but said revenue shall be separately accounted for by the Authority. All earnings, if any, on investments made with revenue derived pursuant to this Agreement shall likewise be deemed to be a part of such revenue and as such shall be separately accounted for by the Authority. Net revenue derived by the Authority by virtue of this Agreement (whether from advertising on Transit Shelters and Benches pursuant to this Agreement or from amounts paid to the Authority from Qualified Private Suppliers) shall be used as hereinafter set forth only for the benefit of public transit services within Osceola County, provided by the Authority, in accordance with priority set forth in the Osceola County Bus Bench & Shelter Replacement Plan (Attachment A), as may be amended from time to time. In determining said “net revenue”, the Authority may first deduct from those revenues it derives from this Agreement the following expenses: (i) if the Authority does not contract with a Qualified Private Supplier in accordance with section 3 of this Agreement, and instead implements the Transit Shelter and Bench program described by this Agreement itself, then any expenses or costs incurred by the Authority as a result of implementing the Transit Shelter and Bench program, whether paid to third parties or incurred by the Authority through its own employees, (ii) if, however, the Authority contracts with a Qualified Private Supplier or Qualified Private Supplier in accordance with section 3 of this Agreement, then an administrative fee not to exceed ten percent (10%) of the gross revenue derived by the Authority from the Transit Shelter and Bench program implemented pursuant to this Agreement, and (iii) the establishment and maintenance of reasonable reserves dedicated to the maintenance of Transit Shelters and Benches during the term of this Agreement and

eventual removal of Transit Shelters and Benches as may be required by this Agreement. If the Authority uses a Qualified Private Supplier in regard to certain provisions of this Agreement and elects to undertake other provisions of this Agreement itself, then the foregoing clauses (i) and (ii) will each apply to the portion which is so applicable. For the purposes of determining the use that the Authority is to put “net revenue”, the term “Public Transit Services” means (i) the construction, installation, operation, and maintenance of Transit Shelters or Benches within the jurisdictional boundaries of the County, without signs, and in addition to Transit Shelters or Benches provided pursuant to this Agreement whether with or without signs, and (ii) with the written consent of the County such other uses for public transit services. The County may audit the separate account from time to time pursuant to the auditing and disclosure provisions of this Agreement. The Authority will not supplant funds otherwise dedicated to fixed route public transit services within the jurisdictional boundaries of the County with revenues derived from the Transit Shelter and Bench program implemented pursuant to this Agreement.

Similarly, the County will not supplant funds otherwise provided to the Authority from the County with revenues derived from the Transit Shelter and Bench program implemented pursuant to this Agreement. In that regard, it is the intent of this part that revenues derived by the Authority from the Transit Shelter and Bench program implemented pursuant to this Agreement are supplemental to, and not in replacement of, expenditures made by the Authority for the benefit of transit service within the jurisdictional boundaries of the County and annual funding sources provided by the County to the Authority, though nothing in this Agreement shall be construed to guarantee or promise any particular level of annual funding from the County to the Authority during the term of this Agreement.

7. Transit Shelter or Bench Sites. The County has sole discretion to approve or disapprove of any particular location for each Transit Shelter or Bench, including which sites are available for Transit Shelters or Benches with signs. The County does not guarantee that any specific site will be approved for a Transit Shelter/Bench or a Transit Shelter/Bench with signs. The County will cooperate with the Authority to identify and approve sites appropriate for Transit Shelters or Benches, but without limiting its ultimate right to approve or disapprove of any particular Transit Shelter/Bench Site the County may provide a conceptually approved list of proposed Transit Shelter/Bench Sites from time to time in order to assist the Authority in its Transit Shelter/Bench deployment planning.

7.1. Removal or Relocation of Transit Shelters or Benches. On and after the effective date of this Agreement, the County retains the full and unconditional right to require the Authority to remove or relocate any Transit Shelter or Bench because of private development, public works projects, public convenience or safety, improved accessibility, changes to fixed route bus transit services provided by the Authority, or failure to construct, install, operate, or maintain the Transit Shelter or Bench in accordance with this Agreement. In the event that a Transit Shelter or Bench is removed pursuant to this part, the County shall endeavor to identify a suitable alternative location. The Authority may request permission from the County to remove or relocate

a Transit Shelter or Bench which approval by the County shall not be unreasonably withheld.

7.2. Removal or Relocation Costs. The full cost and expense of removal or relocation of Transit Shelters or Benches made at the request of the County or of the Authority may be charged against revenue as an operating expense or paid out of any appropriate reserves at the time. If revenue or reserves are insufficient, alternative funding sources may be perused to cover such shortfall.

7.3. Time for Removals or Relocation. All removals and relocations of Transit Shelters or Benches requested by or approved by the County shall be initialized within 15 days of written request or approval by the County, unless otherwise authorized by the County.

7.4. Submittals. For each Transit Shelter/Bench Site proposed by the Authority, the Authority shall submit to the County a site plan, including legal description, construction drawings consistent with the Florida Building Code, proof of FDOT location approval and FDOT permit as applicable, and any and all other materials required by the Land Development Code or otherwise reasonably necessary for the County to adequately review and respond to the Authority's proposal.

7.5. Acquisition of Property Rights. The Authority is responsible for obtaining all necessary property rights, including right-of-way, permits, or easements, from any relevant property owner, including other government authorities. The County is not responsible for acquiring any property interest or interests whatsoever in order to accommodate the placement of any Transit Shelter or Bench.

8. Transit Shelters or Benches with Advertising. For the term of this Agreement, and subject to the terms and conditions of this Agreement and all applicable law, Transit Shelters and Benches provided pursuant to this Agreement may include advertising consisting of one sign panel with a maximum of two sign faces for which the Authority and/or Qualified Private Supplier may charge advertising fees to third parties. Transit Shelters and Benches with such an advertising sign(s) shall comply with all provisions of Chapter 3, Osceola Land Development Code, Ordinance #10-12, and all other relevant parts of the Osceola Land Development Code or code of ordinances, as they may be amended from time to time.

8.1. One Sign per Transit Shelter or Bench. Not more than one sign shall be permitted on any Transit Shelter or Bench, however, the sign may exhibit two faces that are equal in size and contained within a single enclosure. The Authority and/or Qualified Private Supplier may solicit third parties including private companies to place advertising on said signs and to charge a fee for said advertising, on such terms and conditions as the Authority and/or Qualified Private Supplier may determine.

8.2. Copy Approved by the Authority. All sign copy shall be subject to

relevant policies and procedures of the Authority. The Authority's advertising content policies and procedures shall, at a minimum, prohibit political, alcohol, tobacco, gambling, sexual or adult-oriented advertising material.

8.3. Public Information Display. All Transit Shelters shall include a panel for the display of transit service information such as maps, schedules, fare information, and service bulletins. The Authority shall use its best efforts to keep such information up-to-date and relevant to its transit objectives. The display shall also include a separate and distinct panel designed for and set aside for the sole use of the County. The County may, but is not required to, provide copy for the County panel. If the County provides copy for the County panel, the Authority shall install the copy at designated Transit Shelters within five days of receipt of said copy. The precise dimensions and design of the display panels (including without limitation the manner and location of the panel's configuration upon and connection to the Transit Shelter) shall be subject to review and approval by the County.

8.4. Complaint Contact Details. All Transit Shelters and Benches shall display the Transit Shelter/Bench's identification number and shall also display a toll-free telephone number and email address for the purpose of reporting maintenance and cleanliness issues as described by section 12, hereinafter.

8.5. Unsold Space. If the Authority offers, or causes to have offered by a Qualified Private Supplier, space within the Transit Shelter/Bench sign panels for the purpose of displaying advertising materials, the County has the first option to use, for a minimum of 14 days from the date of exercising such option, any such space, at no charge or expense to the County and for any public purpose, that has not been leased by or on behalf of the Authority. The County will, at its cost, be responsible for providing all copy ready for installation by the Authority. The Authority shall complete installation within 48 hours of receipt of such copy. The Authority and Qualified Private Supplier may agree that the Authority may also use unsold space, but only on the condition that the County has first been offered the opportunity to exercise its option to the unsold space and declines. Any costs incurred by the Authority or Qualified Private Supplier hereunder may be charged against revenue as an operating expense.

9. Transit Shelter and Bench Design. All Transit Shelters and Benches constructed, installed, operated, and maintained pursuant to this Agreement shall conform to the design requirements of this part and shall conform to the final approved Transit Shelter and Bench design as approved by the County. No Transit Shelter or Bench may be submitted to the County for permitting prior to the County having reviewed and approved in writing a final Transit Shelter and Bench design. As set forth in Section 3 above, the Authority intends to issue an RFP for one or more Qualified Private Suppliers to construct Transit Shelters and Benches, placing advertising thereon; in said RFP, the Authority will also solicit Transit Shelter and Bench designs and the Authority will consider the various designs submitted in awarding any contract to a Qualified Private Supplier. Upon the submission of said bids and designs,

the Authority shall meet with the County to review the Transit Shelter and Bench designs as submitted and to select the final form of design. In addition, and recognizing that transit designs may change from time to time, the Authority and the County will from time to time meet and discuss altering or updating any such designs but the parties generally understand that the designs as initially selected by the County will generally remain for a period of at least five (5) years, at which time the County and the Authority shall meet to discuss the possibility of approving a new Transit Shelter and Bench design. The County represents, and the Authority acknowledges and fully understands that the County will insist on a superior design for Transit Shelters and Benches in the County, which, without limitation, will include high-quality, sustainable materials, an interesting and recognizable architectural design, and the ability to withstand at least 15 years of service with routine maintenance. At a minimum Transit Shelters and Benches shall be consistent with the following:

9.1. Transit Shelters and Benches will provide sufficient protection from the elements for the average boarding of persons waiting at the bus stop throughout a single day.

9.2. Transit Shelters will provide adequate ventilation and protection from the local climate.

9.3. Transit Shelters and Benches will be constructed or treated with material that is designed to resist dirt, grime, vandalism, graffiti, and other markings and soiling.

9.4. Transit Shelters will provide seating within the enclosed portion of the structure. Seating for Transit Shelters and Benches shall be designed and maintained in order to discourage persons from lying horizontally on the seating.

9.5. As described in section 8.1 hereinabove, not more than one sign shall be permitted on any Transit Shelter, however, the sign may exhibit two faces that are equal in size and contained within a single enclosure. The sign enclosure may act as a wind screen on one (1) side of the Transit Shelter. Double-sided sign enclosures shall be designed and constructed so that each individual advertising panel lies flat, back-to-back to each other (i.e., not forming a “V- shape”), with each panel lying at a roughly 90-degree angle to the immediately adjacent right-of-way. Sign enclosures may not obstruct the view of persons waiting for an oncoming bus.

9.6. Transit Shelters will conform to all requirements of the Florida Building Code, as may be amended from time to time.

9.7. Transit Shelters will be adequately grounded and will provide lightning protection for persons within the enclosed portion of the Transit Shelter.

9.8. Transit Shelters will be lit, at no expense to the County. Transit Shelters will be illuminated at a minimum from dusk to midnight, and from 5:00a.m. to dawn. The minimum level of lighting at ground level within the enclosed portion of each Transit Shelter shall be 1.5 to 2.0 foot-candles average, but the County retains the right to require adjustments to minimum and maximum lighting levels. Sign panel enclosures may be

lit, but the intensity and other characteristics of which (including without limitation, possible limitations on the hours of operation) are fully subject to review and approval by the County. The Authority shall exercise its best efforts to provide necessary electricity supplies from renewable energy sources. Transit Shelters may not be illuminated in a manner that creates a hazard to passing vehicle operators, and may not be illuminated in a manner that unreasonably disturbs a nearby residential use.

9.9. Transit Shelters and Benches will include, at a minimum, one (1) 22 to 24 gallon solid waste receptacle. The design and specifications of receptacles shall be subject to the review and approval of the County.

9.10. Transit Shelters will provide a height clearance of not less than six feet eight inches (6'8") at its lowest point, and contain a sloped or curved roof.

9.11. Transit Shelters will have see-through visibility on at least three (3) sides.

9.12. Transit Shelters and Benches will comply with all applicable laws affecting access by persons with disabilities, including without limitation, the Americans with Disabilities Act.

9.12.1. Upgrading and/or removal of existing benches to comply with such laws shall be done in accordance with priority set forth in the Osceola County Bus Bench & Shelter Replacement Plan (Attachment A), as may be amended from time to time, utilizing net revenue mentioned above in Section 6 and other available funding and/or partnership opportunities.

9.13. Transit Shelters, Benches, and associated fixtures such as bicycle racks and solid waste receptacles will be designed and maintained to discourage birds and other animals from using them for habitat or cover.

10. Maintenance Standards. Transit Shelters and Benches, by their nature, are highly visible to the public and will impact the public's perception of the County's cleanliness and attractiveness. The County hereby represents, and the Authority acknowledges and fully understands that the County will insist on strict compliance with the maintenance standards provided by this Agreement. The County expects that all Transit Shelters, Benches, and the grounds around them, will be kept in a clean and orderly condition. For the term of this Agreement, and subject to the terms and conditions of this Agreement and all applicable law, Transit Shelters and Benches provided pursuant to this Agreement shall be maintained by the Authority strictly in accordance with the following minimum standards:

10.1. Each solid waste receptacle associated with a Transit Shelter or Bench will be emptied not less than twice weekly, and, if necessary, also cleaned of any dirt, grime, vandalism, graffiti, and other markings and soiling. More frequent trash removal to prevent trash cans from overflowing may be necessary in locations that receive a higher ridership volume.

10.2. Each Transit Shelter and Bench, including its concrete pad and any associated fixtures such as bicycle racks and solid waste receptacles, will be pressured washed at least quarterly. Dirt, grime, vandalism (including without limitation, stickers, adhesives, handbills, posters, and other non-permitted signs), graffiti, and other markings and soiling shall be removed.

10.3. All grounds situated within the Right-of-Way and within a fifteen foot (15') radius of each Transit Shelter or Bench (except for areas within a roadway and its associated curb and gutter section, if any, and further excluding any private property) shall be cleaned, including without limitation, raking and disposal of cigarette butts, litter, and other debris, not less than weekly. Abandoned shopping carts and other large abandoned items located within said fifteen foot (15') area shall be removed and discarded in accordance with law, not less than weekly. The foregoing shall not apply to any private property nor shall it require going beyond any barrier such as a wall. For purposes of this Agreement, references to a radius around a Transit Shelter or Bench means as measured from the exterior wall, overhang, or foundation, on each side of the Transit Shelter or Bench, whichever point is horizontally furthest from the centerpoint of the Transit Shelter or Bench.

10.4. All vegetation situated within the Right-of-Way and within a fifteen foot (15') radius of each Transit Shelter or Bench shall be trimmed and maintained in a manner that is both attractive and safe. Turf grass within the Right-of-Way and within a fifteen foot (15') radius of each Transit Shelter or Bench shall be maintained at a height of not more than four inches, and sidewalks and foundations shall be edged and swept clean of debris. The foregoing shall not apply to any private property nor shall it require going beyond any barrier such as a wall.

10.5. Structural damage, broken glass, graffiti, and broken lights associated with a Transit Shelter or Bench shall be repaired within 48 hours of receiving notice of such condition.

10.6. Wasp nests, spider webs, ant colonies, and other pests and pest habitats shall be exterminated and removed during weekly cleanings, or within 48 hours of receiving notice of such condition.

10.7. Seriously damaged or destroyed Transit Shelters or Benches, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, shall be removed within 24 hours of receiving notice of such condition. Nothing in this Agreement shall be construed or interpreted to prevent the County from immediately removing or securing a Transit Shelter or Bench, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, if such is deemed to pose a serious danger to public safety. If the County removes or secures a Transit Shelter or Bench, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, the Authority shall reimburse the County for its costs and expenses associated with the removal or securing. Any and all expenses associated with the foregoing maintenance may be charged against revenue as an operating

expense.

In the event the County and the Authority do not extend the term of this Agreement as contemplated in Section 39 below or an extension is on terms that would not provide to the Authority the continuing ability to receive advertising revenue in connection with the Transit Shelters or Benches as otherwise contemplated by this Agreement, then, in that event, the provisions of this Section 10 will no longer be applicable and, thereafter, unless otherwise agreed between the County and the Authority, the Authority would maintain the Transit Shelters and Benches on the same basis as the Authority maintains its other transit shelters and benches, from time to time.

11. Maintenance Inspections. The Authority shall inspect each Transit Shelter and Bench not less than once per week. The Authority shall make more frequent inspections if conditions warrant. Maintenance inspections may occur in the course of weekly cleanings as required by section 10, hereinabove. The Authority shall provide the County with a quarterly report of all inspection and maintenance operations, documenting all inspections and identifying problems and corrective actions taken.

12. Maintenance Records and Complaints. The Authority shall create and maintain a reliable system for documenting and recording maintenance inspections, maintenance activities and repairs, as well as maintenance complaints and the corrective actions taken in response to maintenance complaints. The Authority shall install a decal on each Transit Shelter and Bench indicating that the public should report any complaint or issue related to the maintenance of Transit Shelters or Benches. The decal shall include a toll-free telephone number and email address which may be used to communicate such complaints and issues to the Authority. The Authority will maintain documentation related to each complaint received at the toll-free telephone number and email address and will include a summary of each such communication in the quarterly reports required by section 11, hereinabove. The County may require that Transit Shelters or Benches that receive five (5) or more complaints per calendar month receive cleaning or other maintenance twice weekly instead of the standard once per week as required in section 10, hereinabove, for the next ninety (90) days.

13. No Damage to County Property. The Authority may not damage County property. If in the course of its activities under this Agreement the Authority damages any property belonging to the County, the Authority shall compensate the County for the full extent of the County's losses resulting from the damage. At the County's option, the County may require the Authority to repair any such damage.

14. Use of Transit Shelters and Benches. The Authority may not use Transit Shelters or Benches provided pursuant to this Agreement for any purpose other than those expressly provided in this Agreement. The Authority shall not install, operate, or maintain any Transit Shelter or Bench except at locations at which the Authority provides regular, fixed route bus transit service.

15. Nuisances. The Authority shall conduct its activities under this Agreement in a manner that does not constitute waste, nuisance, or unreasonable annoyance (including; without limitation, emission of objectionable odor, noise, or light) to the County, or to the public.

16. Annual Status Report. For the term of this Agreement, the Authority shall submit to the County an annual status report evidencing and certifying compliance with each of the terms and conditions of this Agreement, and shall include a financial report of all revenues derived by the Authority from the rights and privileges contained herein. Each annual status report shall be delivered no later than ninety (90) days after the end of the Authority's fiscal year. Each annual report shall be in a form reasonably acceptable to the County. Additionally, either party may request an occasional status meeting to discuss concerns or issues arising from the Transit Shelter and Bench program implemented in accordance with this Agreement. The parties will use their best efforts to participate meaningfully in such meetings, but nothing in this section should be construed to require either party to call such status meetings as a condition precedent to the termination of this Agreement in accordance with section 44 hereinafter.

17. Compliance with Federal Law. In accordance with section 337.408, Florida Statutes, as amended from time to time, no bench, transit shelter, or waste disposal receptacle, or advertising thereon, shall be erected or so placed on the right-of-way of any road which conflicts with the requirements of federal law, regulations, or safety standards, thereby causing the state or any political subdivision the loss of federal funds. The purpose of this part is to provide a contractual right of action between the parties hereto for the enforcement of section 337.408, Florida Statutes, as amended from time to time.

18. Right to Audit. The Authority shall maintain and keep, or will cause to be maintained and kept by any Qualified Private Supplier or other relevant third party, full and accurate books and records, and any other accounting or financial documents or records, invoices, general ledgers, accounts receivable records, accounts payable records, payroll records, or other materials as is reasonably necessary to audit, track, and verify all revenues and expenditures related to the rights and privileges contained herein. The Authority shall retain and maintain or cause such books and records to be retained and maintained for at least five (5) years after the termination date of this Agreement or until all the outstanding audits are closed, whichever is later. For the term of this Agreement, and for five (5) years after the termination date of this Agreement, the County, and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority and any Qualified Private Supplier or other relevant third party as described in this part. The Authority shall make or cause to be made available such books and records for the aforesaid purpose. The County agrees that any auditor that it designates to act pursuant to this part shall either be knowledgeable in auditing such books and records or shall joint venture the engagement with another auditor having such knowledge and experience. Any books and records required to be disclosed to the County pursuant to this part shall be subject to reasonable confidentiality restrictions not inconsistent with law, and shall be available for review during normal business hours on reasonable notice at the offices of the Authority in Downtown Orlando and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made

available for review to the auditor. The reasonable costs and expenses incurred by each party under this part shall be borne by each respective party. The rights granted to the County under this part shall be in addition to and not in limitation of any other inspection or audit rights that the County may have under law.

19. Indemnification by Third Parties. On and after the effective date of this Agreement, the County and the Authority shall require all third party vendors providing any goods or services related in any way to the construction, installation, operation, or maintenance of Transit Shelters and Benches pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to defend, indemnify, and hold harmless both the County and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the “Indemnitees” and individually as the “Indemnatee” for the purposes of this section only) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnatee or the Indemnitees or which an Indemnatee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the construction, installation, operation, or maintenance of Transit Shelters and Benches as anticipated by this Agreement, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing contained in this paragraph shall constitute or be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor shall it constitute a waiver by the County or the Authority of its privileges under the principle of sovereign immunity.

20. Third Party Insurance. On and after the effective date of this Agreement, the County and the Authority shall require all third party vendors providing any goods or services related in any way to the construction, installation, operation, or maintenance of Transit Shelters or Benches pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to provide and maintain insurance in accordance with the insurance coverage policies of the County and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. Nothing contained herein shall require the County or the Authority to itself obtain any insurance.

21. No Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the County or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of

the County or the Authority hereunder.

22. Delivery of Notices. Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) telecopy or facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

County: County Manager
Osceola County
1 Courthouse Square
Kissimmee, FL 34741

County Attorney
Osceola County
1 Courthouse Square
Kissimmee, FL 34741

Community Development Administrator
Osceola County
1 Courthouse Square
Kissimmee, FL 34741

Authority: Chief Executive Officer
LYNX
455 N. Garland Ave. Orlando, Florida 32801
Telephone: (407) 841-2279
Facsimile: (407) 246-6320

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by telecopy or facsimile, the same day as confirmed by telecopy or facsimile transmission.

23. Assignment. The Authority may not assign this Agreement, or any portion thereof, without the prior, written consent of the County, except that the Authority may contract with a Qualified Private Supplier as provided in section 3 hereinabove.

24. Third Parties. Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

25. Compliance. Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

26. Remedies. Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

27. Governing Law and Venue. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law.

28. Interpretation. In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which render the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

29. Time is of the Essence. All times, wherever specified or anticipated herein for the performance of some obligation hereunder, are of the essence of this Agreement, except that where either party's performance is made impracticable without its fault by the occurrence of force majeure the non-occurrence of which was a basic assumption on which this Agreement is made, its duty to render such performance is discharged until such time that reasonable effort and prudence would make such performance practicable. For the purpose of this part, force majeure means any act of God, act of people, or other event that can be neither anticipated nor controlled, including without limitation, hurricanes, tornadoes, tropical storms, tropical depressions, earthquakes, floods, lightning, severe water damage, severe weather events, chemical, biological, or nuclear catastrophes, meteorological events or impacts, significant accidents to or failure of essential equipment or machinery, fire, riot, labor controversy, civil unrest, civil commotion, terrorist activity or attack, acts of war, acts of an enemy, or other major upheaval, the effects of which could not have been prevented or avoided by the exercise of due care and foresight.

30. Further Assurances. The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual

intent of the parties as expressed and anticipated herein.

31. Entire Agreement. This Agreement, and all the documents and agreements described or referred to herein, including without limitation the exhibits hereto, constitute the entire, full, and complete agreement between the County and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

32. Captions, Headings, and Table of Contents. The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

33. Exhibits. Each and every exhibit referred to herein and attached hereto is an essential part of this Agreement and is hereby incorporated into this Agreement.

34. No Joint Venture or Agency. Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the Authority as a joint adventurer or partner of the County. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the County, nor bind the County in any manner. Each party hereto is acting on its own behalf, and have made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the County and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as independent entities and not as agents of the other party hereto.

35. Governmental Authorities. Notwithstanding any other provisions of this Agreement, any required permitting, licensing or other regulatory approvals by governmental authorities shall be subject to and undertaken in accordance with the established and lawful procedures and requirements of such authority, as may be applicable, with respect to similar projects or undertakings and in no event shall a governmental authority by virtue of any provision of this Agreement be obligated to take any actions or inactions concerning regulatory approvals except through its normal and established processes.

36. Severability. If any sentence, phrase, paragraph, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

37. Default Notice. The County and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

38. Non-action or Failure to Observe Provisions. The failure of either the County or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the County or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

39. Initial Term of this Agreement and Surviving Clauses. The initial term of this Agreement shall be ten (10) years from its effective date, unless terminated earlier pursuant to section 44 of this Agreement. It is the intent of the County and the Authority at the time of the original execution of this Agreement that the Transit Shelters and Benches installed in accordance with this Agreement should remain installed, operated, and maintained within the Right-of-Way after the full-term conclusion of the initial term of this Agreement. However, both the County and the Authority recognize the need to provide terms and conditions for the continued operation, maintenance, and governance of Transit Shelters and Benches remaining within the Right-of-Way after the conclusion of the initial term of this Agreement. Therefore, it is the intent of the County and the Authority at the time of the original execution of this Agreement that one year prior to the conclusion of the initial term of this Agreement, the County and the Authority shall meet to discuss possible extension in whole or in relevant part. If this Agreement is not extended in whole or in relevant part, then, in that event, the County and the Authority shall then meet for the purposes of determining and agreeing upon the following prior to the expiration of this Agreement:

- (a) The County will determine and advise the Authority which of the Transit Shelters and Benches the County requires the Authority to remove, and the timeframe within which they are to be removed, taking into account any advertising contracts applicable to those Transit Shelters and Benches. For these Transit Shelters and Benches to be removed, the parties will also agree upon the removal cost (the “**Removal Cost**”) and the remaining aggregate un-depreciated value of said Transit Shelters and Benches to be removed.
- (b) In addition, the County and Authority will agree upon the aggregate un-depreciated value of those remaining Transit Shelters and Benches which are to remain.
- (c) The County and Authority will further discuss how the non-extension of this Agreement will affect the maintenance of the Transit Shelters and Benches as set forth and contemplated in Section 10 above.
- (d) The County and Authority will further discuss and review the remaining contracts for advertising on the Transit Shelters and Benches. For those Transit Shelters and Benches scheduled to be removed as set forth in subparagraph (a) above, the Authority may, if required under said advertising contracts, remove those Transit

Shelters and Benches after the expiration of the applicable advertising contract.

The County and the Authority will then agree upon the above-described amounts (i.e., Removal Cost, un-depreciated values [for both transit shelters/benches to be removed and those to remain], etc.) and the sum of said amounts under clauses (a) and (b) above will be referred to herein as the **“Reimbursable Amount”**, which represents in the aggregate the costs associated with all of the above. The County and the Authority will then further specify the scheduled timeframe during which the Authority will continue to utilize advertising so as to recover the Reimbursable Amount, taking into account the then existing advertising contracts, their term, etc.

Thereafter, subject to the obligation of the Authority to remove the Transit Shelters and Benches in subparagraph (a) above, the Authority will continue to own and operate the remaining Transit Shelters and Benches on the following terms:

- (e) The Authority may continue to utilize and/or place advertising on any remaining Transit Shelters or Benches until such time as the revenues received by the Authority from said advertising are adequate so as to equal and reimburse the Authority for the Reimbursable Amount. Subject to clause (f) below, when the Authority has recovered the Reimbursable Amount, there shall be no further advertising on any of the remaining Transit Shelters or Benches.
- (f) Notwithstanding clause (e) above, the Authority may continue to permit advertising on the remaining Transit Shelters and Benches pursuant to the terms of any applicable advertising agreement but in no event longer than twelve (12) months from the date of non-renewal. Any continuing revenue received from said advertising will be considered in the time period for the Authority to recover the Reimbursable Amount.
- (g) In connection with advertising revenues that the Authority will receive during this period, the Authority will continue to be able to pay expenses associated with advertising such as commissions, etc. and it will only be the net advertising revenues that will be used towards the Reimbursable Amount. In addition, Section 6 of this Agreement will no longer be applicable.

For the purpose of this Agreement, the remaining un-depreciated value of each Transit Shelter or Bench shall be calculated on a straight line depreciation basis, over a period of ten (10) years from the date of its initial installation within the jurisdictional boundaries of the County. The Authority will keep records indicating the initial installation date of each Transit Shelter and Bench installed pursuant to this Agreement. All Transit Shelters and Benches installed pursuant to this Agreement after the fifth (5th) year of the original term of this Agreement shall not be installed unless specifically approved in writing by the County Manager, or designee, and such approval stating in writing that the County Manager is aware and understands that for the purpose of this part of this Agreement, the respective Transit Shelter or Bench is being installed after the fifth (5th) year of this Agreement and that such installation date will result in the respective Transit Shelter or Bench not being fully depreciated

in value until at least five (5) years after the originally anticipated termination date of this Agreement. For the purpose of this section, removal of Transit Shelters and Benches means that all improvements installed as part of each Transit Shelter or Bench, including without limitation, associated fixtures such as bicycle racks, solid waste receptacles, the concrete pad, and all electrical infrastructure, shall be completely removed and the site returned to a condition reasonably alike its condition before the installation of the Transit Shelter or Bench. Any cost or expense associated with said removal may be charged against revenue as an operating expense and, further, the Authority may establish a reserve from time to time for such removal. Sections 6, 7.1, 7.2, 7.3, 20, 21, 22, 23, and 30 of this Agreement shall survive the conclusion of the initial term of this Agreement or the termination of this Agreement pursuant to section 44 hereinafter.

40. Ownership of Transit Shelters and Benches. The Authority and the County are aware and understand that one of the principal purposes of this Agreement is to provide for Transit Shelters and Benches to assist the transit-going public with a more comfortable and convenient transit experience. Therefore, the County is aware and understands that the Authority will provide in any contract with any Qualified Private Supplier, or Qualified Private Suppliers, that full right, title, and ownership of each Transit Shelter and Bench provided pursuant to this Agreement shall vest with the Authority upon the expiration or termination of any such contract with the Qualified Private Supplier or this Agreement.

41. Modification. Modification of this Agreement may only be made by written agreement of the parties hereto.

42. Effective Date. This Agreement shall be effective beginning on the day immediately following this Agreement being filed in the Official Records of Osceola County, Florida, unless such day is a Saturday or legal holiday, in which case the next immediately following day that is neither a Saturday or legal holiday shall be the date of effectiveness. This Agreement shall be filed in the Official Records of Osceola County, Florida, by the Authority, and at the Authority's sole expense and effort, by no later than thirty (30) days following execution by the second of the two parties to execute.

43. Termination of Agreement.

43.1. For Cause by the County. In the event that the Authority fails to timely fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the County shall give Authority written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the County within thirty (30) days from the date of the notice, the County may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. If the County terminates this Agreement pursuant to this part, the effect of said termination will be the same as if this Agreement was not extended as set forth in Section 39 above except that if the cause for said termination is a default by the Qualified Private

Supplier, then the County shall be responsible for reimbursing the Authority or Qualified Private Supplier, as the case may be, the amount that would be set forth in the contract for services agreement between the Authority and the Qualified Private Supplier to be paid as a result of default by the Qualified Private Supplier; which provision is however subject to review and approval by the County prior to execution by the Authority.

43.2. For Convenience by the County. The County has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The County may exercise this option by giving the Authority a written notice of termination specifying the date that termination will become effective, such date being not less than 120 days from the date of the notice of termination. The effect of termination under this part shall be the same as if this Agreement was not renewed under Section 39 above.

43.3. For Convenience by the Authority. The Authority has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority may exercise this option by giving the County a written notice of termination specifying the date that termination will become effective, such date being not less than 120 days from the date of the notice of termination. The effect of termination under this Agreement shall be the same as if this Agreement was not extended under Section 39 above.

44. Authority to Execute and Comply. The County and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the County and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

45. Binding Nature of this Agreement. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

46. Computation of Time. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

47. Counterparts; Copies. Only one (1) original of this Agreement shall be executed by the parties hereto. The fully executed original version of this Agreement shall be filed in the Official Records of Osceola Florida, as described in section 42, hereinabove. The fully executed original version that is returned by the keeper of the Officials Records of Osceola County, Florida, shall be kept by the County Clerk of Osceola County, Florida. True

and accurate telecopies, photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

48. Sovereign Immunity. Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principle, and each party retains its rights under sovereign immunity.

IN WITNESS WHEREOF, the County and the Authority have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

SIGNATURE PAGE BY AUTHORITY

FOR THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a Florida statutory agency:

Chief Executive Officer

ATTEST, BY THE SECRETARY OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

ATTEST:

Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

By: _____

Akerman LLP, its General Counsel

LYNX – Osceola County Bench and Shelter ILA 2017

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Interlocal Agreement to be executed and delivered this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

Consent Agenda Item #7.D. vi

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Belinda Balleras
(Technical Contact)
Timothy May
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Miscellaneous**
Authorization to Ratify a Grant Application to the Commission for the Transportation Disadvantaged for a Mobility Enhancement Grant for the Transportation Disadvantaged Voucher Program

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of a grant application submitted to the Commission for the Transportation Disadvantaged (CTD) on April 21, 2017 for a Mobility Enhancement Grant (MEG) and authorization for the Chairman to execute Resolution #17-003 (attached hereto), authorizing the Chief Executive Officer (CEO) to undertake a transportation disadvantaged service project with the Commission for the Transportation Disadvantaged (CTD). If awarded, this authorization also includes the execution of a Memorandum of Agreement to be provided by the CTD.

BACKGROUND:

On March 31, 2017, the CTD issued a solicitation for Mobility Enhancement applications that were due on April 21, 2017. Staff presented this item for consideration by the Oversight Committee on April 20, 2017. At that time, the Oversight Committee took action to approve the submission of the application, subject to ratification by the Board.

The FY 2018 CTD legislative request includes \$1.75 million of non-recurring funds to be competitively awarded by the CTD to Community Transportation Coordinators (CTC) to support projects that:

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- 1) Enhance the access of older adults, persons with disabilities, and low income individuals to healthcare, shopping, education, employment, public services and recreation;
- 2) Assist in the development, improvement, and use of transportation systems in non-urbanized areas;
- 3) Promote the efficient coordination of services
- 4) Support inter-city bus transportation; or
- 5) Encourage private transportation provider participation

The funding program provides focus on improving access to or creating new opportunities for mobility services. Proposed projects must begin providing services on or about July 1, 2017 through June 30, 2018. The grant funds are to be used for the specific purpose of passenger trips to eligible non-sponsored transportation disadvantaged individuals, or for equipment to be utilized in the designated service area.

The CTD recently awarded LYNX funding for a pilot TD voucher program for the period April 17 through June 30, 2017. During this period staff will complete policies and procedures for implementing a voucher program focusing on healthcare and other critical TD trips over the three county area. This FY18 funding request supports the next phase of mobility management implemented this spring. MEG funding request will be for a full year TD voucher program, approximately \$315,000 utilizing taxis or other on-demand providers.

LYNX staff will be collaborating with METROPLAN ORLANDO staff and the Local Coordinating Board to discuss possible projects, including a pilot program for transportation alternatives to serve on-demand, same day life sustaining trips such as dialysis and cancer treatments.

The MEG program provides 90% CTD funding and requires a 10% local cash match generated from local sources:

CTD MEG Funding:	\$315,000
Local Share:	<u>35,000</u>
Total Project Amount:	\$350,000

Board Resolution #17-003 is attached.

FISCAL IMPACT:

LYNX staff will include the CTD grant award in the appropriate LYNX fiscal year operating budget upon confirmation of award and securing the local match.

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**AUTHORIZING RESOLUTION
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RESOLUTION No. 17-003**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY; RATIFYING THE FILING OF A
MOBILITY ENHANCEMENT GRANT APPLICATION WITH THE
FLORIDA COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

A RESOLUTION of the GOVERNING BOARD of the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter BOARD, hereby ratifies the filing of a Mobility Enhancement 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 Edward L. Johnson, Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is Edward L. Johnson, Chief Executive Officer.
4. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all agreements or contracts which are required in connection with the application.
5. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all assurances, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION
No. 17-003 RATIFYING THE FILING OF THE MOBILITY ENHANCEMENT
GRANT APPLICATION WITH THE FLORIDA COMMISSION FOR THE
TRANSPORTATION DISDAVANTAGED:

APPROVED AND ADOPTED this day of 25th May, 2017, by the Governing Board
of Directors of the Central Florida Regional Transportation Authority.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By:

Chair

The undersigned duly qualified Assistant Secretary, action on behalf of the
Governing Board, certifies that the foregoing is a true and correct copy of a
resolution adopted at a legally convened meeting of the Board held on May 25, 2017.

Attest:

Assistant Secretary

Consent Agenda Item #7.D. vii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Douglas Robinson
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Miscellaneous**
Authorization to Execute a Joint Participation Agreement (JPA) with
Florida Department of Transportation for I-4 Ultimate Construction
Impacts to Bus Service

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chair to execute Resolution #17-005 (attached hereto) authorizing the Chief Executive Officer (CEO) to execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for impacts of I-4 Ultimate Construction to LYNX bus service and operations with a not to exceed amount of \$1,000,000 and to amend the appropriate year budget, accordingly.

LYNX received funds in the state transportation bill in 2016. This will be an ongoing project until either construction is complete or the funds are depleted.

BACKGROUND:

In late 2015, LYNX estimated the potential impacts to transit service due to I-4 Ultimate Construction related activities to be as great as \$3.8 million over six years. Beginning in the state's fiscal year 2017, LYNX was authorized to use FDOT funds in an amount not to exceed \$1,000,000 to maintain transit service levels and mitigate community impacts from the construction of the I-4 Ultimate Improvement Project at the LYNX Central Station.

FISCAL IMPACT:

As costs are incurred or services rendered for I-4 Ultimate Construction related activities, LYNX staff will amend the appropriate year budget, accordingly, not to exceed the \$1,000,000 authorized by FDOT.

**AUTHORIZING RESOLUTION
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
RESOLUTION No. 17-005**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY; AUTHORIZATION FOR THE CHIEF
EXECUTIVE OFFICER TO EXECUTE A JOINT PARTICIPATION
AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION FOR I-4 ULTIMATE CONSTRUCTION
MITIGATION**

WHEREAS, Florida House Bill 5001 under the 2016-2017 Florida First Budget, provided in Specific Appropriations 1859 \$1,000,000 for LYNX operations to maintain service levels and mitigate community impacts from the I-4 Ultimate construction.

WHEREAS, THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, dba LYNX, supports FDOT in all initiatives to complete the I-4 Ultimate construction by providing mobility options to the general public.

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of a Joint Participation Agreement with the Florida Department of Transportation for I-4 mitigation efforts; and

WHEREAS, this BOARD has the authority to authorize the execution of the Joint Participation Agreement.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of a Joint Participation Agreement with the Florida Department of Transportation.
2. The BOARD authorizes the Chief Executive Officer to execute the Joint Participation Agreement with the Florida Department of Transportation for the I-4 mitigation state operating assistance in the amount of \$1,000,000.

3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 25th day of May 2017, by the Governing Board of the Central Florida Regional Transportation Authority.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Chair

The undersigned duly qualified Assistant Secretary, action on behalf of the Governing Board, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on May 25, 2017.

Attest:

Assistant Secretary

Consent Agenda Item #7.D. viii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Thomas Stringer
(Technical Contact)
David Rodriguez
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for FY17 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Transit Administration (FTA) for the FY17 Competitive Funding Opportunity, Section 5339 Bus and Bus Facility Low or No Emission Program.

Funding request in the amount of \$1,930,000 will be for two electric 35'buses, including plug-ins, specialty tools for maintenance and bus inspection costs. These buses are planned to be utilized for the LYMMO service to coincide with the anticipated service needs for the opening of the University of Central Florida/Valencia Community College campus and Creative Village developments.

BACKGROUND:

On April 27, 2017, FTA released a Notice of Funding Opportunity (NOFO) for \$55 million in FY 2017 funds for the Low or No Emission bus discretionary grant program. Grant applications are due June 26, 2017.

A low or no-emission bus is defined as "a passenger vehicle used to provide public transportation that significantly reduces energy consumption or harmful emissions, including direct carbon emissions, when compared to a standard vehicle." As required by Federal transit law (49 U.S.C. 5339(c)) and subject to funding availability, funds will be awarded competitively

LYNX Board Agenda

for the purchase or lease of low or no emission vehicles that use advanced technologies for transit revenue operations, including related equipment or facilities. Projects may include costs incidental to the acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses. The Low No program allows for partnerships with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. LYNX staff has been in contact with some of the leading electric bus manufacturers for potential partnerships, including the Orlando Utilities Commission for the powering station.

FTA will only consider eligible projects relating to the acquisition or leasing of low or no emission buses or bus facilities that make greater reductions in energy consumption and harmful emissions than comparable standard buses or other low or no emission buses. All proposed projects must be part of the intended recipient's long-term integrated fleet management plan.

Low or No Emission applications will be evaluated based on the following:

- **Demonstration of Need:** Address an unmet need for capital investment in vehicles and/or supporting facilities
- **Consistency with Long-Term Fleet Management Plan:** Project proposals must demonstrate that they are part of the intended recipient's long-term integrated fleet management plan. FTA will evaluate the consistency of the proposed project with the applicant's long-term fleet management plan, as well as the applicant's previous experience with the relevant low or no emissions vehicle technologies.
- **Demonstration of Benefits:** FTA will consider the quality and extent to which the applications demonstrate how the proposed project will: (1) Reduce Energy Consumption; (2) Reduce Harmful Emissions; and (3) Reduce Direct Carbon Emissions.
- **Planning and Local/Regional Prioritization:** Quality and extent to which the project is consistent with the transit priorities identified in the long range plan
- **Local Financial Commitment:** Availability of the local cost share as evidence of local financial commitment to the project.

All eligible expenses under the Low-No Program are attributable to compliance with the Clean Air Act. The maximum Federal participation in the costs of leasing or acquiring a transit bus financed under the Low-No Program is 85 percent of the total transit bus cost. The maximum Federal participation in the cost of leasing or acquiring low or no emission bus related equipment and facilities under the Low-No Program, such as recharging or refueling facilities, is 90 percent of the net project cost of the equipment or facilities that are attributable to compliance with the Clean Air Act.

Project Budget Summary:

Two 35' electric buses @\$850,000	\$1,700,000.00
2 Plug-ins, equipment, inspection costs	230,000.00
Total	\$1,930,000.00
FTA Share:	\$1,647,000.00

Local Share: \$ 283,000.00

Local cash match in the amount of \$283,000 is currently under discussions with potential partners, including a bus manufacturer, the City of Orlando and the Orlando Utilities Commission. This grant application will be contingent upon any funding commitments by prospective project partners.

FISCAL IMPACT:

LYNX staff will include the FTA award for this program in the appropriate LYNX fiscal year budget upon confirmation of award and securing the local match.

Consent Agenda Item #7.D. ix

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
LEONARD ANTMANN
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Transfer One (1) Retired Revenue Vehicle to the Lakeland Area Mass Transit System

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer one (1) retired revenue vehicle and components to the Lakeland Area Mass Transit System (Citrus Connection).

BACKGROUND:

LYNX maintenance staff has identified one (1) 35-foot, low floor, diesel, revenue vehicle for retirement. Lakeland Area Mass Transit has expressed an interest in receiving the LYNX retired vehicle for their agency.

Staff is recommending the removal of bus scheduled for retirement from service as part of the fleet reduction to comply with the 20% spare ratio requirements. The decision to remove this unit from service is a business decision based on economics and service efficiencies. The bus was identified by LYNX vehicle maintenance for retirement. It meets the FTA requirement in years and miles.

Lakeland has an older generation of high floor buses and would like to continue replacing them with an updated low floor design. The newer generation bus has an improved wheel chair ramp, air conditioning system, and engine. The low floor bus design improvements will help Lakeland lower its maintenance and repair costs while improving the efficiency of their current operations.

The transfer of the diesel bus will require Federal Transit Administration (FTA) approval in order to waive or transfer any outstanding obligation associated with the vehicle and the related components which has a net book value of \$0. The current estimated market value of the bus is \$1,800 that LYNX will not receive as a result of this transfer.

However, Citrus Connection will pay LYNX \$1,595 to paint the exterior of the bus. Citrus Connection is a small transit agency with minimal FTA funding. LYNX staff will continue to work with our sister agencies to facilitate the transfer of revenue vehicles.

FISCAL IMPACT:

The net book value of the one (1) diesel vehicle and components is \$0. The potential FTA obligation is \$0.

The following is a list of the associated assets:

Vehicle Asset Profile

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
11074	708	9/30/2006	RV	35' LF BRT- G29B102N4 Gillig Bus	9	\$288,661	\$0	\$0
11075	708A	9/30/2006	RV	Engine, Gillig Bus	5	\$21,727	\$0	\$0
11076	708B	9/30/2006	RV	Transmission, Gillig Bus	5	\$7,129	\$0	\$0
				GRAND TOTAL		\$317,517		\$0

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)
Salawu Ajala
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend LYNX FY2017 Operating and Capital Budget

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to amend the FY2017 Adopted Operating and Capital Budgets to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

BACKGROUND:

The table below and corresponding bullets provide detailed information on the items comprising the operating budget amendment request:

LYNX Board Agenda

Revenue	FY2017 Adopted Budget	On Board Wi-Fi Services	Transportation Disadvantage Voucher Program	Paratransit Contract Extension	Leases Reclass	FY2017 Amended Budget Total
Fund Balance	\$ 1,023,348	\$ -	\$ -	\$ 1,159,480	\$ -	\$ 2,182,828
LYNX-Generated Revenue	34,953,028	-	-	399,308	-	35,352,336
Federal Revenue	17,098,651	82,830	50,387	-	-	17,231,868
State Revenue	13,704,285	-	-	-	-	13,704,285
Local Revenue	62,920,750	-	-	-	-	62,920,750
Total Revenue	\$ 129,700,062	\$ 82,830	\$ 50,387	\$ 1,558,788	\$ -	\$ 131,392,067
Expense						
Salaries/Wages/Fringes	\$ 75,960,271	\$ -	\$ -	\$ -	\$ -	\$ 75,960,271
Other Services	13,251,111	82,830	50,387	-	-	13,384,328
Fuel	9,329,958	-	-	-	-	9,329,958
Materials & Supplies	7,973,395	-	-	-	-	7,973,395
Utilities	1,475,080	-	-	-	-	1,475,080
Casualty & Liability	1,583,631	-	-	-	-	1,583,631
Taxes & Tags	436,843	-	-	-	-	436,843
Purchased Transportation	18,251,224	-	-	1,558,788	-	19,810,012
Leases & Miscellaneous	854,476	-	-	-	482,224	1,336,700
Interest	584,073	-	-	-	(482,224)	101,849
Total Operating Expenses	\$ 129,700,062	\$ 82,830	\$ 50,387	\$ 1,558,788	\$ -	\$ 131,392,067

Contract Maintenance Fees – At the November 10, 2016 Board Meeting, the Board approved funding to procure Cellular and Security Services for On-Board Wi-Fi services and to amend the FY2017 Adopted Operating Budget by \$82,830 for grant funded operating costs.

Professional Services - At the January 26, 2017 Board Meeting, the Board authorized an amendment to the FY2017 Adopted Operating Budget in the amount of \$50,387 for the project administration for the Transportation Disadvantaged Voucher Program. These service are 100% grant funded.

Purchased Transportation – At the March 23, 2016 Board Meeting, the Board approved an increase in the not to exceed amount for Contract #12-C02 with MV Transportation, Inc. in the amount of \$1,002,265 for the contract period of October 2016 through March 2017 and to amend the FY2017 Operating Budget to cover the excess costs through savings and/or reserves in the total amount of \$1,002,265.

	October 1, 2016 - March 31, 2017
FY2017 Budgeted Amount	\$ 7,363,973
FY2017 Estimated Cost	\$ 8,366,238
Excess Cost	\$ (1,002,265)

Purchased Transportation – At the March 23, 2017 Board Meeting, the Board approved an extension to #12-C02 with MV Transportation, Inc. for a period of one hundred fifty (150) days for paratransit services from April 1, 2017 through August 31, 2017 and to increase the not to exceed contract amount for the additional one hundred fifty (150) days for Contract #12-C02 in

LYNX Board Agenda

the amount of \$7,000,000, and to amend the FY2017 Operating Budget to cover the excess costs through savings and/or reserves in the total amount of \$556,523.

	April 1, 2017 - August 31, 2017
FY2017 Budgeted Amount	\$ 6,443,477
FY2017 Estimated Cost	\$ 7,000,000
Excess Cost	\$ (556,523)

The following table summarizes the adjustments mentioned above and formally amends the FY2017 Adopted Operating Budget from \$129,700,062 to \$131,392,067 as follows:

FY2017 Amended Operating Budget

	FY2017 Adopted Budget	Revisions	FY2017 Amended Budget Total
Operating Revenues			
Fund Balance	1,023,348	\$ 1,159,480	\$ 2,182,828
LYNX-Generated Revenue	34,953,028	399,308	35,352,336
Federal Revenue	17,098,651	133,217	17,231,868
State Revenue	13,704,285	-	13,704,285
Local Revenue	62,920,750	-	62,920,750
Total Revenue	\$ 129,700,062	\$ 1,692,005	\$ 131,392,067

These funds are programmed to fund the following types of expenses:

	FY2017 Adopted Budget	Revisions	FY2017 Amended Budget Total
Operating Expenses			
Salaries/Wages/Fringes	\$ 75,960,271	\$ -	\$ 75,960,271
Other Services	13,251,111	133,217	13,384,328
Fuel	9,329,958	-	9,329,958
Materials & Supplies	7,973,395	-	7,973,395
Utilities	1,475,080	-	1,475,080
Casualty & Liability	1,583,631	-	1,583,631
Taxes & Tags	436,843	-	436,843
Purchased Transportation	18,251,224	1,558,788	19,810,012
Leases & Miscellaneous	854,476	482,224	1,336,700
Interest	584,073	(482,224)	101,849
Total Operating Expenses	\$ 129,700,062	\$ 1,692,005	\$ 131,392,067

The following table reflects adjustments related to the FY2017 Amended Capital Budget as follows:

FY2017 Amended Capital Budget

Capital Contributions	FY2017 Adopted Budget	Revisions	FY2017 Amended Budget
Federal Contributions	\$ 72,285,020	\$ (25,017,682)	\$ 47,267,338
State Contributions	807,945	(127,533)	680,412
Local Contributions	3,355,978	(1,786,085)	1,569,893
Total	\$ 76,448,943	\$ (26,931,300)	\$ 49,517,643

These funds are programmed to fund the following types of expenditures:

Capital Expenditures	FY2017 Adopted Capital Budget	Parramore BRT	Carryover Adjustment	FY 2017 Amended Capital Budget
Revenue Vehicles	\$ 47,579,820	\$ -	\$ (24,175,606)	\$ 23,404,214
BRT	3,087,566	100,000	(1,201,936)	1,985,630
Facilities	3,593,638	-	(137,213)	3,456,425
Passenger Amenities	12,260,505	-	(438,143)	11,822,362
Technology	5,084,293	-	(751,099)	4,333,194
Security	796,063	-	-	796,063
Support Equipment	4,047,058	-	(327,303)	3,719,755
Total	\$ 76,448,943	\$ 100,000	\$ (27,031,300)	\$ 49,517,643

- Amendment to the Interlocal Agreement between LYNX and the City of Orlando for the Parramore BRT Project - \$100,000
- Carryover adjustments for reductions in the amount brought forward into the FY2017 Adopted Capital Budget based on true-up of expenditures through September 30, 2016 – (\$27,031,300)

FISCAL IMPACT:

The FY2017 Amended Operating Budget will increase from \$129,700,062 to \$131,392,067. The FY2017 Amended Capital Budget will decrease from \$76,448,943 to \$49,517,643 as indicated.

FY2017 Amended Operating & Capital Budgets

**Presented to the
LYNX Board of Directors
by Blanche W. Sherman, CPA
Director of Finance
May 25, 2017**

FY2017 Operating Budget Overview



	FY2017 Adopted Budget	FY2017 Amended Budget	% Change
Operating Revenue	\$ 129,700,062	\$ 131,392,067	1.3%
Operating Expenses	129,700,062	131,392,067	1.3%
Operating Income/(Deficit)	\$ -	\$ -	0.0%

Key Operating Budget Amendment Basis



- Procurement of Cellular and Security Services for On-Board Wi-Fi services - grant funded operating cost of \$82,830
- Project Administration for the Transportation Disadvantaged Voucher Program - \$50,387
- Increase in the not to exceed amount of contract #12-C02 with MV Transportation, Inc. for the contract period of October 2016 through March 2017 - \$1,002,265
- Excess cost associated with the extension of contract #12-C02 with MV Transportation, Inc. for a period of one hundred fifty days (150) for paratransit services from April 1, 2017 through August 31, 2017 - \$556,523

FY2017 Operating Revenue



	FY2017 Adopted Budget	FY2017 Amended Budget	Dollar Change Amount	% Change
Operating Revenues				
Fund Balance	\$ 1,023,348	\$ 2,182,828	\$ 1,159,480	113%
Customer Fares	26,167,535	26,167,535	-	0.0%
Contract Services	5,742,153	5,742,153	-	0.0%
Advertising on Buses	2,332,134	2,332,134	-	0.0%
Advertising - Trade	30,000	30,000	-	0.0%
Interest & Other Income	681,206	1,080,514	399,308	58.6%
Federal Revenue	17,098,651	17,231,868	133,217	0.8%
State Revenue	13,704,285	13,704,285	-	0.0%
Local Revenue	62,920,750	62,920,750	-	0.0%
Total Revenue	\$129,700,062	\$ 131,392,067	\$ 1,692,005	1.3%

FY2017 Operating Expenses



	FY2017 Adopted Budget	FY2017 Amended Budget	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 75,960,271	\$ 75,960,271	\$ -	0.0%
Other Services	13,251,111	13,384,328	133,217	1.0%
Fuel	9,329,958	9,329,958	-	0.0%
Materials & Supplies	7,973,395	7,973,395	-	0.0%
Utilities	1,475,080	1,475,080	-	0.0%
Casualty & Liability	1,583,631	1,583,631	-	0.0%
Taxes & Tags	436,843	436,843	-	0.0%
Purchased Transportation	18,251,224	19,810,012	1,558,788	8.5%
Leases & Miscellaneous	854,476	1,336,700	482,224	56.4%
Interest	584,073	101,849	(482,224)	-82.6%
Total Operating Expenses	\$129,700,062	\$ 131,392,067	\$ 1,692,005	1.3%

Key Capital Budget Amendment Reclassifications



- Amendment to the Interlocal Agreement between LYNX and the City of Orlando for the Parramore BRT Project for payment of services to the City of Orlando Public Works Department - \$100,000
- Carryover Adjustments for reductions in the amounts brought forward into the FY2017 Capital Budget based on the true up of expenditures through September 30, 2016 - (\$27,031,300)

FY2017



Capital Budget Overview

	FY2017 Adopted Budget	FY2017 Amended Budget	% Change
Capital Contributions	\$ 76,448,943	\$ 49,517,643	-35.2%
Capital Expenditures	76,448,943	49,517,643	-35.2%
Capital Gains/(Losses)	\$ -	\$ -	N/A

FY2017 Capital Budget Contributions



Capital Contributions	FY2017 Adopted Budget	Revisions	FY2017 Amended Budget
Federal Contributions	\$ 72,285,020	\$ (25,017,682)	\$ 47,267,338
State Contributions	807,945	(127,533)	680,412
Local Contributions	3,355,978	(1,786,085)	1,569,893
Total	\$ 76,448,943	\$ (26,931,300)	\$ 49,517,643

FY2017 Capital Expenditures



Capital Expenditures	FY2017 Adopted Budget	Revisions	FY2017 Amended Budget
Revenue Vehicles	\$ 47,579,820	\$ (24,175,606)	\$ 23,404,214
BRT	3,087,566	(1,101,936)	1,985,630
Facilities	3,593,638	(137,213)	3,456,425
Passenger Amenities	12,260,505	(438,143)	11,822,362
Technology	5,084,293	(751,099)	4,333,194
Security	796,063	-	796,063
Support Equipment	4,047,058	(327,303)	3,719,755
Total	\$ 76,448,943	\$ (26,931,300)	\$ 49,517,643

Conclusion



The FY2017 Amended Operating and Capital Budgets will be presented to the Board of Directors for final consideration and approval at the May 25, 2017 Board Meeting.

	FY2017 Adopted Budget	FY2017 Amended Budget	% Change
Operating	\$ 129,700,062	\$ 131,392,067	1.3%
Capital	76,448,943	49,517,643	-35.2%
Total	\$ 206,149,005	\$ 180,909,710	-12.2%

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2016

Date: 5/25/2017

ACTION REQUESTED

Staff is requesting the Board of Directors' acceptance of the annual financial audit and Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2016.

BACKGROUND:

In accordance with Chapter 218.39, Florida Statutes, LYNX is required to have an annual financial audit performed by an independent certified public accountant.

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$750,000 in Federal financial assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida single Audit Act, related to audits of State financial assistance. Pursuant to these Acts, LYNX' independent certified public accountants, Cherry, Bekaert, L.L.P., have conducted the audit for the fiscal year ended September 30, 2016.

The auditors have issued an unmodified "clean" opinion on both financial and compliance audits. The auditor's Management Letter Comments and Management's responses are included as a separate document accompanying the annual financial report. See attached copy.

An unbound draft copy of the CAFR, which includes the audit report of Cherry, Bekaert, L.L.P. is attached for your review. The final report will be provided to each member of the Board at the March 25, 2017 Board Meeting.

LYNX Board Agenda

The results of operations and the annual audit were explained in detail at the Finance & Audit Committee meeting held April 19, 2017 and the Oversight Committee meeting held April 20, 2017.

DRAFT

COMPREHENSIVE ANNUAL FINANCIAL REPORT

of the

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY d/b/a

LYNX

FOR YEARS ENDED
SEPTEMBER 30, 2016 AND 2015

PREPARED BY THE FINANCE DEPARTMENT

Blanche W. Sherman, CPA, Director of Finance
Craig Charrette, Manager of Accounting
Nancy Navarro, Senior Accountant

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX

COMPREHENSIVE ANNUAL FINANCIAL REPORT
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CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX

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CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

BOARD OF DIRECTORS

Mayor Teresa Jacobs	Chairman, Orange County
Commissioner Viviana Janer	Vice-Chairman, Osceola County
Mayor Buddy Dyer	Board Member, Orange County
Commissioner Carlton Henley	Board Member, Seminole County
FDOT District 5 Secretary, Noranne Downs	Board Member, FDOT

LYNX EXECUTIVE STAFF

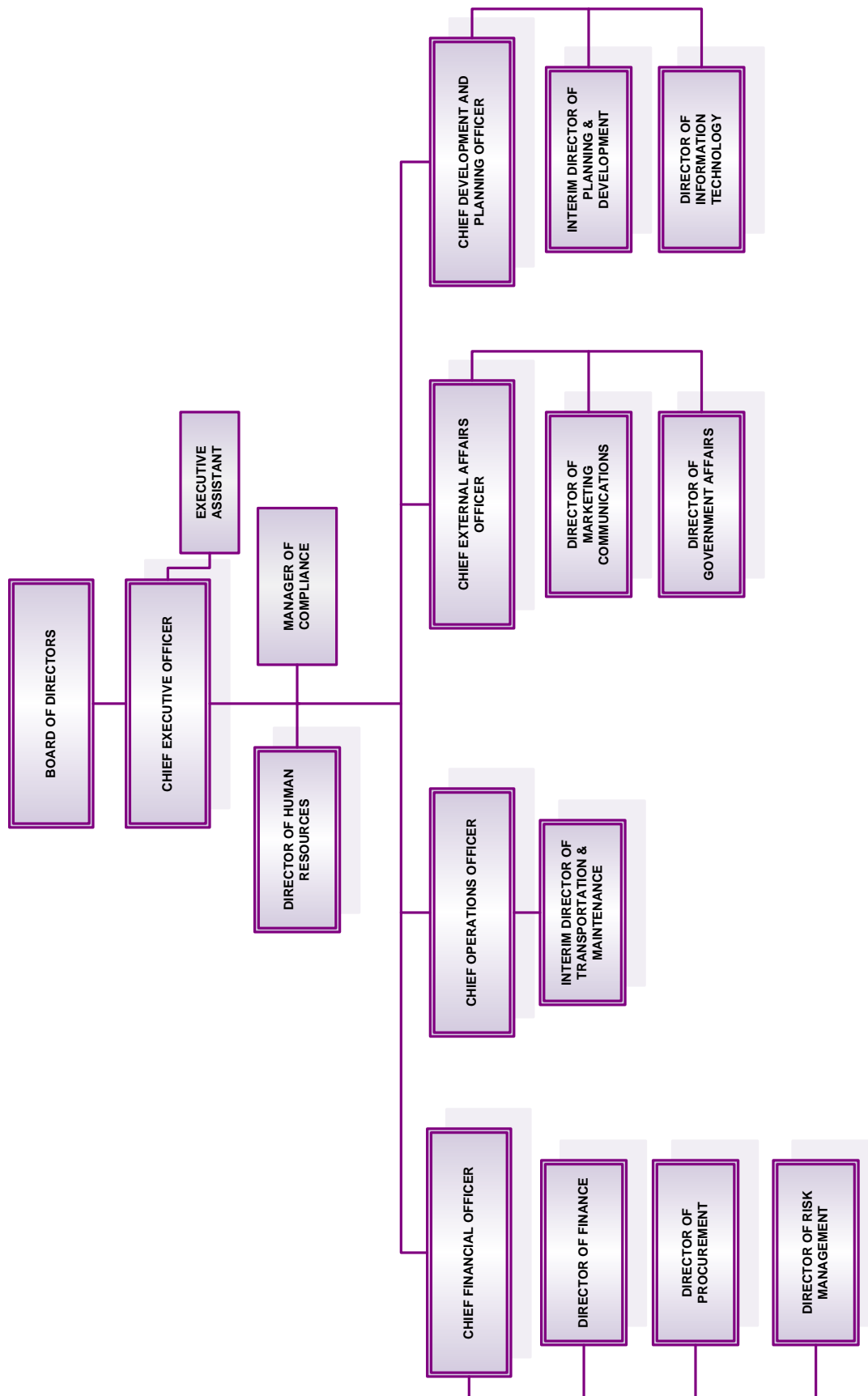
Edward L. Johnson	Chief Executive Officer
Albert J. Francis II, CPA	Chief Financial Officer

DEPARTMENT HEADS

Blanche W. Sherman, CPA	Director of Finance
Tiffany Homler	Director of Government Affairs
Juan Battle	Interim Director of Transportation & Maint.
Douglas Robinson	Interim Director of Planning & Development
Donna Tefertiller	Director of Human Resources
Craig Bayard	Director of Information Technology
Matt Friedman	Director of Marketing Communications
Charles Baldwin	Director of Procurement
David Dees	Director of Risk Mgmt and Safety

FINANCE DIVISION

Leonard Antmann	Comptroller
Craig Charrette	Manager of Accounting
Julie Caple	Manager of Financial Planning & Budgets
Nancy Navarro	Senior Accountant
Pedro Bustamante, CPA	Senior Accountant
Denise Callihan	Supervisor of Payroll & Accounts Payable
Patty Dolan	Supervisor of Revenue Control
Nirso Amaya	Accountant
Maritza Rodriguez	Accountant
Aida Diaz	Accountant
Samorea Nelson	Accountant
Sal Ajala	Budget Analyst
Vicki Hoffman	Fiscal Assistant
Kim George	Senior Accounting Technician
Edward Velez	Property Officer
Andrew O'Neil	Accounting Technician



LYNX ORGANIZATIONAL CHART

September 30, 2016



March 23, 2017

To the Governing Board of the Central Florida Regional Transportation Authority d/b/a LYNX:

The Comprehensive Annual Financial Report (CAFR) of the Central Florida Regional Transportation Authority d/b/a LYNX for the fiscal year ended September 30, 2016 is hereby submitted for your review.

This CAFR, as prepared by the Finance Division, contains financial statements and statistical data that provide full disclosure of all the material financial operations and activities of LYNX. The Management Discussion and Analysis (MD&A), financial statements, supplemental schedules and statistical information are the representations of LYNX management, which bears the responsibility for their accuracy, completeness, and fairness. In conformance with accounting principles generally accepted in the United States, this report was prepared on the accrual basis of accounting, treating the Authority as a single enterprise fund. This CAFR is an indication of LYNX' commitment to provide accurate, concise, and quality financial information to its Governing Board, the citizens of this community, and all other interested parties.

The MD&A immediately follows the Report of Independent Auditor and provides a narrative introduction, overview and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

This CAFR is presented in the following four sections:

- The **INTRODUCTORY SECTION** contains a title page, a table of contents, a list of the Principal Officials, this Letter of Transmittal, the Authority's organizational chart, and a Certificate of Achievement for Excellence in Financial Reporting. This section is intended to acquaint the reader with the Authority's organizational structure, the nature and scope of the services it provides and a summary of the financial activities and factors that influence these activities;
- The **FINANCIAL SECTION** includes the MD&A, the Report of Independent Auditor, the Authority's comparative financial statements and notes to the financial statements;
- The **STATISTICAL SECTION** includes selected financial, economic, and demographic information presented on a multi-year basis and is used to determine trends for comparative fiscal year purposes; and,
- The **SINGLE AUDIT SECTION** includes supplemental schedules, internal control reports, and compliance reports as required by federal and state regulations.

407-841-2279

www.golynx.com

455 North Garland Avenue
Orlando, FL 32801-1518

REPORTING ENTITY

The Central Florida Regional Transportation Authority (CFRTA) was created in 1989 pursuant to Section 343.63, Florida Statutes. This same legislation was amended in 1993, allowing the CFRTA to assume the operations of the former Central Florida Commuter Rail Authority and provide an opportunity to merge with the local transportation provider, Orange-Seminole-Osceola Transportation Authority (OSOTA) d/b/a LYNX, thereby creating a one-stop public transportation entity. The CFRTA continues to use LYNX as its “doing business as” name and serves as the focal point in developing all modes of public transportation in the Central Florida region. Through formal action by both the CFRTA and OSOTA Board of Directors, the merger of the two organizations was ratified March 1994 and became effective October 1, 1994.

LYNX provides public transportation services to the general public in the Orlando, Florida metropolitan area -- Orange, Seminole, and Osceola counties. LYNX also offers some out-of-county flexible and fixed-route service to Polk County. LYNX provides alternative transportation services in the form of fixed-route bus services, bus rapid transit (BRT), neighborhood circulators, paratransit services, and vanpool services.

A five-member Governing Board serves LYNX. The members of the Governing Board are as follows: one Commissioner from Osceola County, one Commissioner from Seminole County, the Mayor of the City of Orlando, the Mayor of Orange County (or her designee), and a representative of the Florida Department of Transportation (FDOT). Each serves a term as designated by Section 343.63, Florida Statutes. The Board of Directors typically meets every other month on the fourth Thursday to conduct the business of the Authority.

Responsibility for managing the administration and operations of LYNX resides with the Chief Executive Officer (CEO). To assist in this effort a chief financial officer, a chief administrative officer and a manager of compliance support the executive office, as well as, nine directors. The nine directors are responsible for providing direction and oversight to the departments of: Engineering and Construction including Facility Maintenance and Security divisions, Human Resources, Information Technology, Communications, Planning, Procurement and Contracts, Risk Management and Safety, Transportation and Vehicle Maintenance including the Paratransit division, and Finance including the Accounting and Finance, Budgets, and Material Control divisions.

For purposes of defining the reporting entity, LYNX is a stand-alone governmental unit.

ECONOMIC CONDITION AND OUTLOOK

The tri-county area, which includes Orange, Seminole and Osceola counties, remains one of the top growth areas of the country and is the premier tourist destination of the world. This area is home to numerous tourist attractions such as Walt Disney World, Universal Studios, and SeaWorld. It is also home to two major league teams – NBA’s Orlando Magic and Major League Soccer’s (MLS) Orlando City Lions as well as the Solar Bears hockey team, and the Orlando Predators indoor football team. The City of Orlando has a vibrant, downtown core

including community venues: the Amway Center, a brand new Dr. Phillips Center for the Performing Arts, newly renovated Camping World Stadium, and an upcoming MLS soccer stadium. Additionally, Orlando hosts many conventions, utilizing some of the bigger hotels in the country and America's second largest convention center. The University of Central Florida, the nation's second largest university, and many other places of higher education also reside in the tri-county area.

The region has experienced significant growth in population over the last several years and is expected to continue growth in the next ten years. The population is projected to be 2.1 million in 2016 and 2.2 million in 2020. This growth can be attributed to the numerous activity centers throughout the region. The impact of SunRail train service has been felt throughout Central Florida. The new option in urban transit for area residents is redefining local transportation and spurring development along the corridor. SunRail also allows businesses and research and education centers to tap into geographically broader talent pools. LYNX continues to provide an array of public transit options to respond to the wide-range of transportation needs.

While the Central Florida area is known world-wide for its wonderful climate, many tourist attractions, and a relaxed lifestyle, the region is also one of the top ten locations in the country for business. Behind the scenes of the area's tourism and entertainment industry is a dynamic and diversified economy that has expanded enormously. The influx of technology-related companies to the area has made Orlando one of the fastest growing high technology centers in the nation. New developments are popping up all over from brand new venues to the upcoming Florida Advanced Manufacturing Research Center to Lake Nona Medical City and Health Village to Creative Village.

The future of the Region is filled with optimism as we continue to drive smart economic growth as one the highest performing regions in Florida and around the world. Our skilled workforce and excellent quality of life continually makes the Central Florida area the best place to live, work and play.

MAJOR INITIATIVES

Over the past few fiscal years, LYNX, through the effective leadership of its Governing Board, has continued to enhance public transportation in Central Florida. In FY2016, LYNX explored the purchase of excess property that is contiguous to the LYNX Operations Center on John Young Parkway. In FY2017, LYNX plans to purchase property and continue design and phasing work to address capacity constraints and ultimately relocate its paratransit and Neighbor Link operations and maintenance to this new site.

In FY2016, LYNX and several local funding partners worked together to secure funding and establish agreements to begin the SR 436 Transit Corridor Study. This study is expected to take 18 months to complete and will evaluate application of several premium transit service options to potentially serve the corridor from Orlando International Airport to SR 434 in Seminole County.

LYNX continued to provide several human service agencies with operating funding from the Federal Transit Administration 5310, Job Access and Reverse Commute and New Freedom grant

programs to pay for fifty percent of new or expanded transportation service or service for job access. Agencies receiving funding under these programs included the Opportunity Center, Quest, Osceola Mental Health, Osceola Council on Aging, Primrose Center, Bright Start Pediatrics and Meals on Wheels.

Current Year Projects

LYNX is implementing the use of mobile payments to enhance LYNX' customer experience, reduce the cost of fare operations and deliver long term value. It is anticipated that mobile payments meet customer demands for easy-to-use transit and represent a sound investment when integrated with existing fare systems allowing customers to purchase fare products and stored value that can be validated hands-free upon boarding, or loaded onto existing system fare cards.

LYNX LYMMO Lime Line began limited service in January 2016 and is anticipated to become fully operational, with the project closed, July 2017. The new Lime Line will increase mobility in Orlando's urban core, connect to other existing transit options such as SunRail and Bike Share and provide another affordable transportation alternative to using a car.

LYNX continued investment in CNG vehicles will help our community move toward a more environmentally sustainable future. LYNX anticipates purchasing a total of 150 CNG buses over the first five year period pursuant to the terms of the agreement.

LYNX Veterans Transportation and Community Living Initiative (VTCLI) is an ongoing project to provide a comprehensive site where Veterans, their families, and the general public can identify services available to them. This system will enhance mobility options available to Veterans in Central Florida, and will once again highlight LYNX as one of the country's leaders in regional mobility.

LYNX will complete a comprehensive on-board Origin and Destination survey of its services to better understand passenger's characteristic, travel patterns, and satisfaction with LYNX' services. The survey allows LYNX staff to modify existing services to fit actual travel patterns, which approves customer satisfaction, but also has the potential to improve system performance by capturing additional riders.

LYNX continues to provide on-going professional development and training activities for its employees to meet the agency's goals of attracting, developing, and maintaining a diverse team of skilled associates.

LYNX also continued to revise fixed-route service to gain efficiencies and plan for the most effective service delivery network throughout the Orange, Osceola, and Seminole county areas. During the 2016 fiscal year, LYNX continued to review service options and the need for additional operating facilities and passenger shelters to most effectively provide service while managing costs. The following is additional information describing both LYNX' performance in delivering service and in managing the organization:

Ridership

Total ridership for FY2016 was 26,259,736, including all service modes.

Paratransit Services

Access LYNX is a special door-to-door bus service for customers unable to access regular fixed route bus service. Accomplishments this year included:

- Assisted 328,841 customers in the Paratransit call center.
- Average Call Hold time reduced from 2 minutes 30 seconds in FY2015 to 2 minutes 15 seconds in FY2016
- Attended 74 public forums, and conducted site visits to over 580 assisted living, dialysis, and other facilities served by ACCESS LYNX.
- Developed and updated the FY2016 ADA Program Plan for ACCESS LYNX.
- Successfully submitted the FY2016 Transportation Disadvantaged Service Plan to MetroPlan Orlando and the Commission for the Transportation Disadvantaged with no deficiencies.
- Management staff attended the American Bus Benchmarking Group (ABBG) Paratransit Expert Workshop in St. Petersburg, FL. Many of the key performance measures had shown ACCESS LYNX performing well amongst our peers in all categories.
- Achieved zero (0) unmet needs meaning there were zero (0) trip denials for any reason.
- Reduced preventable accidents from .97 per 100.000 revenue miles in FY2015 to .87 per 100,000 revenue miles in FY2016.

Service Initiatives

The heart of the LYNX business is the daily transit service we provide to our customers. LYNX implemented efficiency measures and service adjustments to address the service needs of the community. The following service adjustments were initiated over the past year:

- Time adjustments were implemented on over sixty routes to address connection concerns, running time concerns, and on time performance concerns.

Discontinued Service:

- Link 17-92 FastLink 17-92- Eliminated due to low ridership, SunRail.
- Link 445 Apopka – West Oaks Mall – Eliminated due to low ridership.
- Link 14 Calvary Towers – Eliminated due to low ridership.

Added BRT Service:

- LYMMO (Lime) – New route via Amelia St., Ronald Blocker, Hughey Ave., Washington St., Division St., Central Ave., Garland Ave. serving Parramore and West Downtown area.
- LYMMO (Orange – North Quarter) – New route via Magnolia Ave., Marks St., Orange Ave., Livingston St. serving the North Quarter area.

Added Routes

- Link 320 – Avalon Park Schools Connector (Orange County) – Will operate between Alafaya Trail/E. Colonial Drive and E. Colonial Drive/Chuluota Road and serve Avalon Park and E. Colonial Drive corridor. Several trips per day designed to connect several schools in the area with the new Sunshine High Charter School.

Planning

In FY2016, the Planning Department accomplished the following:

- Transported over 86,000 people to Major League Soccer home games and other special events held in the City of Orlando;
- Scored better in 16 out of 20 areas of its 2016 customer satisfaction survey, with noticeable improvements in actual service information and seat/space availability; and,
- Began the SR 436 Transit Corridor Study and continued to coordinate with local and regional partners to advance the SR 50/UCF BRT and U.S. 192 BRT projects.

Engineering and Construction

In FY2016, the Engineering and Construction Department accomplished the following:

- Received all of the required pre-permitting and FTA approvals to move forward designing the Pine Hills bus transfer facility.
- Completed the construction of the Poinciana Walmart Bus Transfer Facility Expansion project.
- Continued construction on the Parramore Bus Rapid Transit project
- Started environmental work for purchase of No-Petro property purchase
- Installed 52 bus shelters throughout the tri-county service area.

Procurement

In FY2016, the Procurement Department accomplished the following:

- Continued solicitation and execution of a large consortium contract for heavy duty buses on behalf of the Florida Public Transit Association.

Vanpool Program

While the FDOT has centralized the Commuter Services program in each district office, LYNX still plays a vital role in the provision of Vanpool services throughout the tri-county area. LYNX continues to procure vehicles and coordinate with VRide on the Vanpool program. The mission of the Vanpool program is to offer transport options that can influence travel behavior in various ways. The Vanpool program continues to be a viable alternative mode of transportation for employees that have long commutes. Participation in the Vanpool program provides Central

Florida commuters a more affordable and social form of transportation over the private automobile. LYNX foresees expanding use of the Vanpool program in the upcoming fiscal year.

As of September 30, 2016, LYNX had 1,122 active Vanpool program participants, had 157 Vanpools in service and had traveled 2,430,330 Vanpool revenue miles.

Customer Services

Customer Services is part of the Communications Department that ensures LYNX products are more accessible and user-friendly and provide customers with all necessary information to easily access service. In FY2016, Customer Services continued to assist in making customer IDs while continuing to assist passengers via phone and in-person at the LYNX Central Station Terminal. Customer Services also managed LYNX' Lost and Found program. During the fiscal year the following highlights were achieved:

- Customer Service window served 192,556 customers and generated \$2,657,320 in sales;
- Lost and Found returned 2,401 of the items found on LYNX buses and at LYNX facilities to their owners;
- ID program produced 11,090 IDs and replacements for LYNX' riders;
- Customer Service Fixed Route Call Center received 442,853 calls.

Employee Relations

Good employee relations are critical to the success of LYNX because our employees are our most valuable assets in delivering services to our customers. Great strides continue to be made in employee training and development. With increasing demands for public transportation, LYNX staff has increased to provide greater service and reduce overtime costs. Human Resources continues to work with all LYNX staff to ensure that the workplace is a fair, comfortable, and enjoyable environment, so that employees are afforded an opportunity to thrive.

Fiscal Controls and Improvements

The Finance Department continued to advance the integrity of the financial control systems of the organization. Monthly departmental budget reports, meetings, and programming procedures provide essential tools in managing the existing budget and in preparing for future year budgets. Other accomplishments were as follows:

- Negotiated funding agreement to allow for continuation of Road Ranger services;
- Coordinated with FTA to allow LYNX to apply South Street sales proceeds towards future capital projects;
- Successfully completed the 2015 Annual Florida Transportation Commission Report;
- Received the Government Finance Officers Association (GFOA) Award for Excellence in Financial Reporting for the 24th consecutive year; and,
- Received the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

Future Projects

In keeping with the results of the Transportation Development Plan (TDP) and the Vision 2030, LYNX' primary goal is to:

Maximize mobility within the Orlando metropolitan area by ensuring that public transportation is provided in the right places, at the right times, to satisfy the changing travel needs within the community.

In order to accomplish such, the following emphasis areas have been identified for fiscal year 2017:

Fixed-Route Service

LYNX continues to explore ways to improve fixed-route services in order to better serve our customers. LYNX plans to improve service during the upcoming fiscal year through continued evaluation of route performance, service modifications and implementing alternative vehicle sizes resulting from the route evaluation. LYNX will also continue to determine the applicability of Flex services to allow greater community penetration of public transit, while at the same time, making corridor routes more efficient by eliminating their deviation into neighborhoods.

Paratransit Service

LYNX will continue to monitor the effectiveness of its Paratransit contract for core and non-core services in FY2017. In addition, efforts will be taken to increase community outreach to identify the needs of the disabled and transportation disadvantaged to update the Locally Coordinated Human Services Transportation Plan and maximize the use of federal and state funds as appropriate.

Communications

FY2016 was another award winning year for LYNX' marketing efforts as the team sustained a positive public image throughout Central Florida. The team won three first-place FPTA awards along with the Member's Choice by conference attendees. The team also earned the highest transit marketing award in the state by being named "Best of the Best" for its December 2015 holiday fishing frenzy digital campaign.

In FY2017 LYNX will stay the course with an aggressive marketing and communications program to inform the community about all current LYNX services, technology enhancements, LYMMO turning 20, kicking off LYNX' 25th anniversary celebration and enhance customer amenities through a marketing approach.

Capital Improvement Projects

Significant capital improvements are necessary in order for LYNX to deliver quality services. LYNX received other federal formula grant funding, state, and local contributions to support the overall agency capital program. Capital funding is important to ensure LYNX' vehicles and facilities are available to support operations and also improved. Major capital projects started in FY2016 may continue into FY2017, such as the LYMMO expansion projects due to the various stages of work required to complete these types of improvements.

The purchase of vehicles, facility improvements, information tools, and passenger amenities included in the capital program for FY2016 are as follows:

- **Rolling Stock - \$53.6 million**
Revenue vehicles include expansion and replacement vehicles for fixed route, vanpool, and paratransit service;
- **Bus Rapid Transit (BRT) - \$14.0 million**
BRT includes the East/West and Parramore BRT design/build projects as well as the FlexBus project demonstration component;
- **Facilities - \$5.7 million**
Facilities include funds for LYNX Central Station (LCS) and LYNX Operations Center (LOC) improvements and facility lighting upgrades;
- **Passenger Amenities/Related Enhancements - \$10.0 million**
Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles;
- **Technology - \$5.5 million**
Technology includes items to improve communication and information delivery such as network improvements, real-time information systems, phone system upgrades, and ticket vending machines;
- **Security - \$603 thousand**
Security includes equipment to enhance security and surveillance;
- **Support Equipment - \$4.8 million**
Support equipment includes items such as copiers, printers, shop tools, furniture and storage cabinet.

Capital Planning and Studies

The Transportation Development Plan (TDP) annual updates and progress report contains planned capital and service improvements necessary to meet the growing demand for public transportation throughout Central Florida during the next ten years. The major TDP update was completed and adopted by the Governing Board in May 2012, with the last annual update being completed September 2016.

Highlights of the plan are:

- Monitor transit demand and improve span and/or frequency of service where needed;
- Right-size the fleet to better match capital resources with service demand;
- Locate and establish permanent satellite facilities in the northern and southern portions of the LYNX service area from which to more efficiently distribute service and provide minor maintenance;
- Transition from a hub-and-spoke approach to planning service (where most routes originate and/or terminate in downtown Orlando) to a network approach;
- Collaborate with regional partners to build support for a dedicated source of transit funding;
- Secure complementary and/or supplementary sources of funding for both capital and operating expenses;
- Provide real time information to customers; and,

- Increase use of social media to provide and share up-to-date information and to receive input from customers and partners.

FINANCIAL INFORMATION

Internal Control Structure

The management of LYNX is responsible for establishing and maintaining an internal control structure that consists of policies and procedures established to provide reasonable, but not absolute, assurance that organizational objectives will be achieved, including safeguarding and protecting its assets from loss, theft or misuse, and providing adequate and reliable financial information. The concept of reasonable assurance recognizes that no structure is perfect and that the cost of an internal control should not exceed the benefits to be derived. Estimates and judgments by management are required to assess the valuation of expected benefits and related costs of internal control structures.

Budgetary Controls

The annual operating and capital improvements budget is prepared on a fiscal year basis. The budget is proposed by LYNX staff and adopted by the Governing Board. Since LYNX operates as an enterprise fund, the adopted budget is prepared on an accrual basis. Expenses are recognized when incurred and revenues are recognized when earned. The annual budget is a balanced budget, whereby total estimated revenues are equal to total projected expenses. The Governing Board must approve budget amendments that are increases or decreases to the total dollar amount originally adopted. The Chief Executive Officer and Governing Board must formally approve additions to the authorized personnel position level originally included within the adopted budget.

Upon final budget adoption by the LYNX Governing Board, the budget becomes the financial plan and serves as the legal document that regulates both the expenses and obligations of funds by LYNX. Budgetary control is maintained at the department level. It is the responsibility of each department head to manage its operations in a manner that is consistent with the goals and objectives adopted by the Board of Directors. Budget to actual comparisons are made on a monthly basis. Operating and un-obligated capital balances lapse at year-end. Obligated capital balances are carried forward into the following year.

Debt Administration

In January 2015, LYNX' Board approved the authorization to award a contract to Bank of America for the lease of the (10) Compressed Natural Gas (CNG) buses for a period of five (5) years. The total cost of the ten (10) buses is \$5,430,870. For additional information on the Authority's debt administration, please refer to notes to the financial statements discussing capital leases and loans payable.

Fuel Hedge Swap Agreements

Beginning in July 2011 the Authority entered into several fuel hedging contracts with a counterparty to cover a significant portion of planned fuel purchases for current and future fiscal years. The objective is to smooth out the fluctuation in fuel prices and to limit the extent to which the price paid for fuel could increase during the fiscal year. As of September 30, 2016, the

maturity dates of the open contracts are September 2017. For additional information on the Authority's fuel hedging activities, please refer to the fuel hedge swap agreements note to the financial statements.

Fiscal Controls and Improvements

The Material Control division continued to maintain the integrity of the financial control systems by the close monitoring and management of inventory items, fuels, lubricants, and bulk non-inventory sundry supplies. Service efficiencies and cost savings have been achieved through the centralized operation at LYNX Operations Center (LOC) warehouse to support all remote, unmanned locations.

Other accomplishments during FY2016 were as follows:

- Completed the annual physical inventory of 3,274 line items valued at \$1.5 million, with a net variance of - 0.85 percent;
- Maintained an inventory turn rate of greater than 3.0 times per year through optimal inventory stock levels and the disposal of obsolete stock items;
- Continued to stock inventory parts by product category to enhance the efficiency of ordering, maintaining, and distributing parts;
- Developed a spare parts model inventory for newly purchased Gillig and New Flyer buses based on past systems and current or updated system specifications to minimize initial investment and bus down time;
- Continued to operate the region's only bio-diesel blending facility, supplying approximately 3.2 million gallons of blended product for fleet use.
- Continued to expand the assembly of kits within the inventory software to efficiently capture and track all related component parts directly to a bus/work order.

OTHER INFORMATION

Independent Audit

Title 2 U.S Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) requires state or local governments that expend \$750,000 or more in a year in federal financial assistance to have an audit conducted for that year in accordance with the Office of Management and Budget (OMB) Uniform Guidance. The State of Florida has similar legislation, the Florida Single Audit Act, related to audits of State financial assistance. Pursuant to these Acts, the Authority's independent auditor, Cherry Bekaert LLP, has conducted the audit for fiscal year ended September 30, 2016.

Acknowledgments

The GFOA of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the Central Florida Regional Transportation Authority for its comprehensive financial report for the fiscal year ended September 30, 2015. This was the 24th consecutive year that the Authority achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently

organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of the Comprehensive Annual Financial Report was made possible by the hard work and dedicated service of the entire Finance Division. Special thanks and recognition goes to Craig Charrette, Manager of Accounting and Nancy Navarro, Senior Accountant, for their efforts in the preparation of this report. We also give our sincere thanks to the Marketing Division for their special effort in designing the cover for this report and to the LYNX Governing Board for their continued outstanding support.


Respectfully Submitted,



Edward L. Johnson
Chief Executive Officer



Albert J. Francis, II, CPA
Chief Financial Officer



Blanche W. Sherman, CPA
Director of Finance



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
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Presented to

**Central Florida Regional
Transportation Authority, Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2015

Executive Director/CEO

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Report of Independent Auditor

To the Board of Directors
Central Florida Regional Transportation Authority:

Report on the Financial Statements

We have audited the accompanying statements of net position of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") as of September 30, 2016 and 2015, and the related statements of revenues, expenses and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2016 and 2015, and the respective changes in financial position and, cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the basic financial statements of the Authority taken as a whole. The introductory section, supplementary schedule of revenues and expenses – budget vs. actual (budgetary basis), schedule of local financial assistance and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedules of expenditures of federal awards and state financial assistance are presented for the purposes of additional analysis as required *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and are also not a required part of the basic financial statements.

The supplemental schedule of revenues and expenses – budget vs. actual (budgetary basis) and schedules of expenditures of federal awards, local financial assistance, and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 15, 2017, on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Cheryl Behrman" followed by a stylized flourish.

Orlando, Florida
March 15, 2017

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the comprehensive annual financial report of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") presents management's analysis of the Authority's financial performance during the Fiscal Years that ended on September 30, 2016 and 2015, respectively. Please read it in conjunction with the financial statements, which follow this section.

Financial Highlights

Fiscal 2016

- Customer Fares decreased by 5.6%, or \$1.6 million, from FY2015. This was due to decrease in ridership by 7.3% year-over-year, which is primarily related to the continued effect of the decline in fuel prices.
- Local Financial Assistance increased by 2.5% year-over-year, which is an indication of the Authority's funding partner support to maintain current service levels and to ensure we continue to operate as efficient as financially feasible.
- Overall net position increased by 10.5%, or \$19.6 million from FY2015, as the Authority's contributed capital increased substantially. Other increases to unrestricted net position were caused by increases in local funding partner support and decreases in fuel costs. Property and equipment acquisitions are largely funded through federal and state grants.

Fiscal 2015

- Customer Fares decreased by 2.9%, or \$.9 million, from FY2014. This was due to decrease in ridership by 2.3% year-over-year, which is primarily related to the decline in fuel prices.
- Local Financial Assistance increased by 8% year-over-year, which is an indication of the Authority's funding partner support to maintain current service levels and to ensure we continue to operate as efficient as financial feasible.
- Overall net position increased by 4.2%, or \$7.5 million, from FY2014, as the Authority implemented GASB 68, which increased beginning net assets substantially. Other increases to unrestricted net assets were caused by increases in local funding partner support and decreases in fuel costs. Net invested in property and equipment decreased due to sale of the Authority's South Street Operating Facility. Property and equipment acquisitions are largely funded through federal and state grants.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. The basic financial statements consist of two parts: Financial Statements and Notes to the Financial Statements. The report also contains supplementary information in addition to the financial statements themselves.

Required Financial Statements

The financial statements of the Authority report information about the Authority using full accrual accounting methods similar to those used by private sector companies. These statements offer short-term and long-term financial information about its activities. The Statements of Net Position include all of the Authority's assets, liabilities, deferred outflows and inflows of resources and net position, and provides information about the nature and amounts of investments in resources (assets) and the obligations to Authority creditors (liabilities). The assets and liabilities are presented in a classified format, which distinguishes between current and long-term assets and liabilities. It also provides the basis for computing the rate of return, evaluation of the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority. All of the current year's revenues and expenses are accounted for in the Statements of Revenues, Expenses, and Changes in Net Position. These

statements measure the success of the Authority's operations over the past year and can be used to determine whether the Authority has successfully recovered all its costs through its customer fares, contract services, and operating subsidies, as well as its profitability and credit worthiness. The final required financial statement for each year is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the Authority's cash receipts and cash payments during the reporting period. The statement reports cash receipts, cash payments, and net changes in cash resulting from operating, investing, and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

Financial Analysis of the Authority

Our analysis of the Authority begins below with the Financial Statements. One of the most important questions asked about the Authority's finances is "Is the Authority, as a whole, better off or worse off as a result of the year's activities?" The Statements of Net Position and the Statement of Revenues, Expenses, and Changes in Net Position report information about the Authority's activities in a way that will help answer this question. These two statements report the net position of the Authority and changes in them. You can think of the Authority's net position --- difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources --- as one way to measure financial health or financial position. Over time, increases or decreases in the Authority's net position are one indicator of whether its financial health is improving or deteriorating. However, you will need to consider other non-financial factors such as changes in economic conditions, population growth, regulation, and new or changed government legislation.

Net Position

To begin our analysis, a summary of the Authority's Statements of Net Position is presented in Table A-1.

Table A-1

Condensed Statements of Net Position (In millions of dollars)

	September 30, FY2016	FY2015	FY2014
Assets:			
Current and other assets	\$ 74.2	\$ 69.5	\$ 55.2
Capital assets	163.8	147.1	151.5
Total assets	\$238.0	\$216.6	\$206.7
Deferred outflow of resources	\$ 10.3	\$ 4.1	\$.8
Liabilities:			
Current liabilities	\$ 31.7	\$ 25.4	\$ 18.9
Long-term liabilities	10.5	8.1	10.2
Total liabilities	\$ 42.2	\$ 33.5	\$ 29.1
Deferred inflow of resources	\$ 0.5	\$ 1.3	\$ 0.0
Net Position:			
Net investment in capital assets	\$149.9	\$142.7	\$149.1
Restricted	1.6	-	-
Unrestricted	54.0	43.2	29.3
Total net position	\$205.5	\$185.9	\$178.4

The Statements of Net Position show the change in assets, liabilities, deferred outflows of resources, deferred inflows of resources and the resulting net position. Net position may serve, over time, as a useful indicator of a

government's overall financial position. As can be seen from the Table A-1, Net Position increased \$19.6 million to \$205.5 million in FY2016 from \$185.9 million in FY2015. Net Investment in Capital Assets increased \$7.2 million, Unrestricted Net Position increased \$10.8 million and Restricted Net Position of \$1.6 million was recognized for the health self-insurance reserve, reflecting actual revenues in excess of expenses for the fiscal year.

Table A-2

Condensed Statement of Revenues, Expenses, and Changes in Net Position (In millions of dollars)

	September 30, FY2016	FY2015	FY2014
Operating Revenues:			
Customer fares	\$ 26.6	\$ 28.2	\$ 29.1
Contract services	18.0	17.6	20.3
Advertising revenue	1.8	2.5	1.8
Other income	.4	.5	.4
Total operating revenue	46.8	48.8	51.6
Nonoperating Revenues (Expenses), net:			
Federal	14.2	13.3	16.2
State	13.0	12.7	11.7
Local	46.5	46.0	42.9
Interest and other income (expense)	.1	.4	(.1)
Total nonoperating revenue	73.8	72.4	70.7
Total Revenues	120.6	121.2	122.3
Depreciation Expense	26.8	26.2	23.5
Operating Expenses:			
Salaries and wages	43.9	43.1	41.3
Fringe benefits	25.9	22.1	22.0
Purchased transportation services	17.7	16.5	21.3
Fuel	9.7	14.1	16.9
Materials and supplies	7.6	6.8	7.0
Professional services	7.0	6.8	7.0
Lease and miscellaneous	1.2	1.0	.8
Casualty and liability insurance	1.8	1.9	2.2
Utilities, taxes, and licenses	1.8	1.9	2.0
Total operating expenses	116.6	114.2	120.5
Total Expenses	143.4	140.4	144.0
Loss before Capital Contributions	(22.8)	(19.2)	(21.7)
Capital Contributions	42.4	19.7	35.4
Change in Net Position	19.6	0.5	13.7
Beginning Net Position	185.9	178.4	164.7
Cumulative Effect of Change in Accounting Principle	-	7.0	-
Ending Net Position	\$205.5	\$185.9	\$178.4

The Statements of Revenues, Expenses, and Changes in Net Position provide answers as to the nature and source of changes in Net Position. As shown in Table A-2, the \$19.6 million increase in net position in FY2016 is due to the increase in Capital Contributions of \$42.4 million over the Loss before Capital Contributions of \$22.8 million. The

increase in contract services revenue was primarily due to increase in the purchase of local contract services. The increase in operating expense is due to fringe benefit increases related to workers compensation, pension expense, and the implementation of a medical self-insurance plan during January 2016, as well as general increases among various operating cost components.

Capital Assets

At the end of FY2016, the Authority had a broad range of Capital Assets, consisting of Land, Buildings and Shelters, Revenue Vehicles, Bus Rapid Transit (BRT) Roadway and Equipment. For additional information on the Authority's capital assets, please see financial statement note 2, capital assets.

Table A-3

Capital Assets (In millions of dollars)

	September 30, FY 2016	FY 2015	FY 2014
Land	\$ 8.2	\$ 8.2	\$ 8.6
Buildings and Shelters	94.7	91.6	96.6
Revenue Vehicles	161.4	149.3	144.0
BRT Roadway	6.5	6.5	6.4
Equipment	40.4	37.2	35.5
Subtotal	311.2	292.8	291.1
Less Accumulated Depreciation	(170.8)	(157.5)	(148.3)
Subtotal	140.4	135.3	142.8
Construction in Progress:			
Bus Shelters	1.3	.8	1.0
Facility Capital Improvements	.1	.1	.1
Other Miscellaneous Projects	22.0	10.9	7.7
Subtotal	23.4	11.8	8.8
Net Capital Assets	\$163.8	\$147.1	\$151.6

Long-Term Obligations

On June 9, 2004, the Authority entered into a SIB Loan (SIB #2), allowing draws of up to \$7,600,000 for the construction of the LYNX Operations Center Facility. This loan matures in FY2017; in addition, the outstanding loan balance was \$813,225 and \$1,610,507 for fiscal year 2016 and 2015, respectively. The Authority entered in a capital lease agreement for 10 buses in September 2015. The lease arrangement calls for quarterly lease payments expiring October 2020, with principal and interest totaling \$5,430,870. For additional information on the Authority's long-term obligations, please see financial statement notes 3 and 4, capital leases and loans payable.

Fuel Hedging

GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, was implemented in FY2011. This accounting standard requires that hedging derivative instruments be reported at fair value on the Statements of Net Position. Subsequently, GASB Statement No. 65, *Items Previously reported as Assets and Liabilities*, has been issued to require presentation of related deferred outflows of resources or deferred inflows of resources for certain items that were previously reported as assets or liabilities.

Beginning in July 2011, the Authority entered into several fuel hedging contracts with a counterparty to cover a significant portion of planned fuel purchases. The objective is to smooth out the fluctuation in fuel prices and to limit the extent to which the price paid for fuel could increase during the fiscal year. As of September 30, 2016 the

maturity dates of the open contracts extend through September 2017. Because the fuel hedging contracts are considered effective hedges, the fair value of the open contracts is presented as a deferred outflow or inflow of resources, rather than as an activity. For additional information on the Authority's fuel hedging activities, see financial statement note 9, fuel hedge swap agreements.

Economic Factors and Next Year's Budget and Rates

The Authority's Board of Directors and Management considered many factors when setting the FY2016 budget and contract services hourly rates. These factors include the expected demand of the Authority's Funding Partners, which in turn consider such factors as anticipated population growth of the three counties and the economy of the region as a whole.

FINANCIAL STATEMENTS

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF NET POSITION
SEPTEMBER 30, 2016 AND 2015

ASSETS	2016	2015
CURRENT ASSETS:		
Cash and cash equivalents	\$ 37,237,563	\$ 42,316,042
Receivables:		
Local, trade and operating assistance	3,607,302	2,425,803
Federal grants	17,371,730	5,157,421
State grants	7,045,361	6,367,562
Inventory	1,733,966	1,574,212
State fuel tax refund	150,307	136,981
Prepaid expenses and other assets	522,460	400,500
	<u>67,668,689</u>	<u>58,378,521</u>
Total current assets		
	<u>67,668,689</u>	<u>58,378,521</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>6,508,226</u>	<u>4,854,184</u>
Total restricted cash and cash equivalents	<u>6,508,226</u>	<u>4,854,184</u>
Property and equipment:		
Land	8,161,465	8,161,465
Buildings and shelters	94,511,325	91,534,127
Bus Rapid Transit Roadway Infrastructure	6,522,100	6,499,619
Revenue vehicles	161,438,352	149,297,865
Equipment	40,409,273	37,190,848
Leasehold improvements	205,476	110,109
Total property and equipment	<u>311,247,991</u>	<u>292,794,033</u>
Less accumulated depreciation	(170,786,909)	(157,492,539)
Construction in progress	<u>23,347,502</u>	<u>11,767,526</u>
Net property and equipment	<u>163,808,584</u>	<u>147,069,020</u>
Net pension asset	<u>-</u>	<u>6,283,485</u>
Total noncurrent assets	<u>170,316,810</u>	<u>158,206,689</u>
Total assets	<u>237,985,499</u>	<u>216,585,210</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows related to pensions	10,140,917	3,315,057
Accumulated decrease in fair value of fuel hedge instrument	130,377	821,949
Total deferred outflows of resources	<u>\$ 10,271,294</u>	<u>\$ 4,137,006</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF NET POSITION
SEPTEMBER 30, 2016 AND 2015

LIABILITIES AND NET POSITION	2016	2015
CURRENT LIABILITIES:		
Accounts payable	\$ 15,375,868	\$ 10,744,752
Accrued salaries and related taxes	2,229,986	1,678,146
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,744	2,097,048
Leases payable, current	898,151	330,123
Loans payable, current	813,225	797,282
Unearned operating revenue	823,608	548,996
Unearned capital	4,899,945	4,184,405
Derivative instrument - fuel hedge	130,377	821,949
Total current liabilities	31,677,521	25,373,316
NONCURRENT LIABILITIES:		
Leases payable, long-term	3,872,473	2,385,312
Loans payable, long-term	-	813,225
Net OPEB obligation	1,960,525	1,683,525
Net pension liability	1,957,843	-
Accrued compensated absences, long-term	493,439	538,035
Accrued self-insurance liability, long-term	2,260,538	2,676,165
Total noncurrent liabilities	10,544,818	8,096,262
Total liabilities	42,222,339	33,469,578
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows related to pensions	542,732	1,318,794
NET POSITION:		
Net Investment in capital assets	149,911,009	142,743,076
Restricted	1,600,000	-
Unrestricted	53,980,713	43,190,768
Total net position	\$ 205,491,722	\$ 185,933,844

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	2016	2015
OPERATING REVENUES		
Customer fares	\$ 26,643,385	\$ 28,225,093
Contract services		
Local financial assistance	13,958,496	12,984,619
Other contractual services	3,991,992	4,611,053
Advertising	1,846,740	2,470,350
Other income	374,382	506,586
Total operating revenues	<u>46,814,995</u>	<u>48,797,701</u>
OPERATING EXPENSES		
Salaries and wages	43,871,831	43,131,812
Fringe benefits	25,876,127	22,066,803
Purchased transportation services	17,734,056	16,549,291
Fuel	9,695,741	14,114,982
Materials and supplies	7,593,105	6,820,332
Professional services	6,968,340	6,750,233
Lease and miscellaneous	1,206,794	951,764
Casualty and liability insurance	1,755,068	1,929,990
Utilities	1,338,064	1,388,312
Taxes and licenses	535,106	510,707
Total operating expenses before depreciation	<u>116,574,232</u>	<u>114,214,226</u>
OPERATING EXPENSES IN EXCESS OF OPERATING REVENUES BEFORE DEPRECIATION	(69,759,237)	(65,416,525)
DEPRECIATION	<u>(26,842,698)</u>	<u>(26,171,883)</u>
OPERATING LOSS	<u>(96,601,935)</u>	<u>(91,588,408)</u>
NONOPERATING REVENUES AND EXPENSES:		
Operating assistance grants		
State of Florida	10,273,733	10,103,284
Local	46,508,582	45,981,116
Planning and other assistance grants		
Federal	14,222,627	13,385,230
State of Florida	2,739,884	2,561,558
Interest expense	(123,762)	(32,724)
Interest income	43,206	29,344
Other income (expenses)	88,308	373,874
Total nonoperating revenues and expenses, net	<u>73,752,578</u>	<u>72,401,682</u>
LOSS BEFORE CAPITAL CONTRIBUTIONS	(22,849,357)	(19,186,726)
Capital contributions	<u>42,407,235</u>	<u>19,670,180</u>
Change in net position before accounting change	19,557,878	483,454
NET POSITION AT BEGINNING OF YEAR	185,933,844	178,391,015
Cumulative Effect of Change in Accounting Principle	-	7,059,375
RESTATED BEGINNING NET POSITION	<u>185,933,844</u>	<u>185,450,390</u>
NET POSITION AT END OF YEAR	<u>\$ 205,491,722</u>	<u>\$ 185,933,844</u>

See notes to financial statements

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from customers	\$ 26,643,385	\$ 28,225,093
Cash received for contract services	16,774,833	17,840,642
Cash paid to employees	(48,809,063)	(52,403,255)
Cash paid to suppliers	(59,302,884)	(65,160,744)
Cash received from advertising and miscellaneous	2,158,114	2,714,625
Net cash used in operating activities	<u>(62,535,615)</u>	<u>(68,783,639)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Proceeds from assistance grants	<u>53,562,475</u>	<u>71,837,213</u>
Net cash provided by noncapital financing activities	<u>53,562,475</u>	<u>71,837,213</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Construction and acquisition of property and equipment	(41,587,464)	(20,566,695)
Principal paid on loans	(797,282)	(781,649)
Interest paid on loans	(123,762)	(32,724)
Proceeds from sale of fixed assets	-	3,624,959
Capital assistance grants	<u>48,014,005</u>	<u>24,431,426</u>
Net cash used in capital and related financing activities	<u>5,505,497</u>	<u>6,675,317</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest income	<u>43,206</u>	<u>29,344</u>
Net cash provided by investing activities	<u>43,206</u>	<u>29,344</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(3,424,437)	9,758,235
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>47,170,226</u>	<u>37,411,991</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 43,745,789</u>	<u>\$ 47,170,226</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH USED IN OPERATING ACTIVITIES:		
Operating Loss	\$ (96,601,935)	\$ (91,588,408)
Adjustments to reconcile operating loss to net cash used in operating activities:		
Depreciation and Amortization	26,842,698	26,171,883
Changes in operating assets and liabilities:		
Local, Trade, and Operating Assistance Receivable	(1,181,499)	276,727
Inventory	(159,754)	(22,909)
State fuel tax refund receivable	(13,326)	8,692
Prepaid expenses and other assets	27,237	(2,305,893)
Accounts payable	6,761,868	537,813
Accrued salaries and related taxes	2,177,883	630,730
Accrued compensated absences	(289,594)	218,220
Accrued self-insurance liability	676,869	(4,029,288)
Deferred inflows related to pensions	<u>(776,062)</u>	<u>1,318,794</u>
Net cash used in operating activities	<u><u>\$ (62,535,615)</u></u>	<u><u>\$ (68,783,639)</u></u>
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES:		
Capital Bus Purchase	\$ 2,715,435	\$ 2,715,435
Debt related to Lease Bus	\$ (2,715,435)	\$ (2,715,435)

See notes to financial statements.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED SEPTEMBER 30, 2016 AND 2015**

1. SIGNIFICANT ACCOUNTING POLICIES

Organization - The Central Florida Regional Transportation Authority (the “Authority”) was created in 1989 pursuant to Section 343.63, *Florida Statutes*. This same legislation was amended in 1993, allowing the Authority to assume the operations of the entity formerly known as Central Florida Commuter Rail Authority and providing an opportunity to merge with the local transportation provider, Orange-Seminole-Osceola Transportation Authority (OSOTA) d/b/a LYNX, thereby, creating a one-stop public transportation entity. The Authority continues to use LYNX as its doing business as name and serves as the focal point in developing all modes of public transportation in the Central Florida region. Through formal action by both the Authority and OSOTA Board of Directors, the merger of the two organizations was ratified March 1994 and became effective October 1, 1994. The Authority provides public transportation services to the general public in the Orlando, Florida metropolitan area--Orange County, Seminole County, and Osceola County.

Reporting Entity - The Authority is a stand-alone governmental unit.

Basis of Accounting – The Authority accounts for its activities through the use of an enterprise fund. Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of a change in financial position is necessary or useful for sound financial administration (business-type activities). Because the Authority has only business-type activities, it is considered to be a special-purpose government for financial reporting under Governmental Accounting Standards Board (GASB) No. 34 *Basic Financial Statements-and Management’s Discussion and Analysis-for State and Local Governments (GASB 34)*. Accordingly, the Authority only presents fund financial statements as defined in GASB 34. The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned and expenses when incurred. The Authority’s property and equipment acquisitions and operations are subsidized by the Federal Transit Administration, the Florida Department of Transportation, and local governments. Capital grants for the acquisition of property and equipment (reimbursement type grants) are recorded as grant receivables and credited to capital contributions when the related qualified expenditures are incurred. Unrestricted net position consists of state and local government operating subsidies received in excess of net expenses.

Cash and Cash Equivalents and Investments - For purposes of the statements of cash flows, the Authority considers all investments with a maturity of three months or less when purchased to be cash equivalents. All cash and cash equivalents are insured by the Federal Deposit Insurance Corporation or are considered insured by the State of Florida collateral pool. The State of Florida collateral pool is a multiple financial institution pool with the ability to assess its members for collateral shortfalls if a member institution fails.

The Authority’s policy allows for investments in the Local Governmental Surplus Funds Investment Pool (the “Pool”), which is administered by the State Board of Administration of Florida. The Pool includes direct obligations of the United States government or its agencies and instrumentalities, interest bearing time deposits or savings accounts, mortgage-backed securities, collateralized mortgage obligations, bankers acceptance, commercial paper, repurchase agreements, and shares in common-law trust established under *Florida Statutes* Section 163.01. The Pool allocates investment earnings to participants monthly, based on a prorated dollar days participation of each account in the Pool.

The Authority held investments throughout fiscal years 2016 and 2015 in the Pool, which are considered cash and cash equivalents for financial reporting purposes. Florida PRIME qualifies under GASB 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, to be treated as a “2a-7 like pool” because it has a policy that it will, and does, operate in a manner consistent with Rule 2a-7 under the Investment Company Act of 1940. The current rating of Florida PRIME by Standard and Poors as AAAM and the weighted

average days to maturity at September 30, 2016 was 60 days or less. The securities in Florida PRIME are valued the same as the pool shares based on amortized costs, which approximates fair value. There are no restrictions or limitations on withdrawals; however, Florida PRIME may, on the occurrence of an event that has a material impact on liquidity or operations, impose restrictions on withdrawals for up to 48 hours. The Authority presents all investments at fair value, or amortized cost which approximates fair value, as follows:

	September 30,	
	2016	2015
Pool Investments -Florida PRIME	\$ 12,294,943	\$ 669,780
Bank Deposits	31,450,846	46,500,446
Total Cash and Cash Equivalents and Investments	<u>\$ 43,745,789</u>	<u>\$ 47,170,226</u>

In January of 2016, the Authority recognized as restricted \$1,600,000 to offset future related liabilities for the newly implemented medical health self-insurance plan, as required by the State of Florida.

It is the policy of the Authority to diversify its investment portfolios so as to protect against issuer defaults, market price changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities.

The Authority's investment policy objectives are preservation of the principal of funds within its portfolio, ensure that funds are available to meet reasonably anticipated cash flow requirements, and maximize return on investments, while meeting the established quality, safety and liquidity restrictions.

To limit credit risk, in addition to diversification, the Authority has established a list of authorized investments, of which the principal ones are:

- (1) The Local Government Surplus Funds Trust Fund;
- (2) United States Treasury and Agency securities;
- (3) Interest-bearing time deposits or savings accounts in Qualified Public Depositories;
- (4) Obligations of the Federal Farm Credit Banks and the Federal Home Loan Mortgage Corporation; and
- (5) Deposits, federal funds or bankers acceptance of any domestic bank.

Receivables - Local, Trade, Operating Assistance – Includes receivables from customers, Local Funding Partners and Medicaid Assistance. As of September 30, 2016 and 2015, the Authority had receivables, net \$10,059 and \$10,771 of allowances, for each year respectively, as follows:

	September 30,	
	2016	2015
Customers	\$ 2,455,691	\$ 2,030,868
Local Funding Partners	1,151,611	394,935
Total	<u>\$ 3,607,302</u>	<u>\$ 2,425,803</u>

Inventory - Inventory, consisting of minor repair parts and fuel, is valued at the lower of cost or market. Cost is determined using the first-in, first-out method.

State Fuel Tax Refund - Represents claims refundable from the State of Florida Department of Revenue for fuel tax.

Restricted Assets - When both restricted and unrestricted resources are available for use, the Authority's policy is to use restricted resources first, and then unrestricted resources, as they are needed. Restricted assets include \$6,508,226 and \$4,854,184 of cash and cash equivalents for the LYMMO expansion projects, health self-insurance reserve, planning projects, shelters, bus procurement and other enhancements, and various capital projects as of September 30, 2016 and 2015, respectively. Restricted assets are offset by liabilities, except for the \$1,600,000 reserve which is shown as restricted net position.

Property and Equipment - Property and equipment in the amount of \$300 or more is recorded at historical cost and depreciated over the following estimated useful lives using the straight-line method:

	<u>Years</u>
Buildings and shelters	3 – 30
Revenue vehicles	5 - 9
Equipment	3 – 12
Leasehold improvements (shorter of useful lives or lease term)	5 – 10

The remaining construction work in progress primarily relates to design, engineering and construction costs of LYMMO BRT expansion projects, facilities improvements, bus shelters and transfer centers and other projects. Depreciation commences when projects are completed and the underlying fixed assets are available for use.

Accounts Payable - Accounts payable are recorded as expenses at the time services are rendered and the Authority receives items. As of September 30, 2016 and 2015, the Authority had accounts payable as follows:

	September 30,	
	2016	2015
Trade	\$ 7,297,063	\$ 3,507,888
Commitments (Consultants/Construction)	5,105,730	2,019,398
Retainage	802,376	208,448
Other	2,170,699	5,009,018
Total	<u>\$ 15,375,868</u>	<u>\$ 10,744,752</u>

Accrued Compensated Absences - The Authority recognizes the accrual of compensated absences in accordance with GASB No. 16, *Accounting for Compensated Absences*, accruing vacation pay benefits as earned and sick pay benefits as vested by its employees.

	September 30,	
	2016	2015
Accrued compensated absences liability, beginning of year	\$ 4,708,650	\$ 4,490,430
Obligations	3,142,583	3,850,800
Payments	(3,925,617)	(4,170,615)
Accrued compensated absences liability, end of year	<u>\$ 4,419,056</u>	<u>\$ 4,708,650</u>
Amount due within one year	<u>\$ 3,925,617</u>	<u>\$ 4,170,615</u>

Accrued Self-Insurance Liability - The Authority has a self-insurance program for public liability claims, workers compensation and health insurance. Estimated claims are accrued in the year expenses are incurred to the extent payment is probable and subject to reasonable estimation.

Unearned Operating Revenue - Unearned operating revenue consists of revenue not yet recognized because services have not yet been rendered, although related cash has been received.

Unearned Capital - Unearned capital consists of contributed capital not yet recognized because it has not yet been expended on property or equipment, although the cash has been received.

Net Position - Net position represents the difference between all other elements in the statements of financial position and is displayed in three components – net investment in capital assets, restricted and unrestricted.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Operating Revenues - Transactions reported as operating revenues are those that arise from the activities of primary ongoing operations. Those include: Customer Fares, Contract Services, Advertising and Other Operating Income. Customer fares are recorded as revenue at the time services are performed and revenues pass through the fare box. Contract services are recorded as revenue when services are provided, consisting primarily of bus services to area cities and counties that are funded based on hours of service and paratransit services funded through Medicaid, Transportation Disadvantage, and other means.

Nonoperating Revenues - Transactions reported in the nonoperating revenue category include government subsidies that are not contingent on service hours or other designated criteria, including Federal, State and Local Operating, Planning, and other grant assistance, as well as interest income and gains on the sales of capital assets, if applicable.

Operating Expenses - Transactions reported as operating expenses are those that arise from the activities of primary ongoing operations. Those include: Salaries and Wages, Fringe Benefits, Purchased Transportation Services, Fuel, Materials and Supplies, Professional Services, Leases and Miscellaneous, Casualty and Liability Insurance, Utilities, Taxes and Licenses.

Nonoperating Expenses - Transactions reported in the nonoperating expense category include those that do not arise from the activities of primary ongoing operations. These include interest expense for leases and loans as well as losses on the sales of capital assets, if applicable.

Change in Accounting Principle – During fiscal year 2015, the Authority adopted **GASB Statement No. 68**, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27* (“Statement No. 68”) and **GASB Statement No. 71**, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68* (“Statement No. 71”). The provisions of Statement No. 68 and Statement No. 71 (the “standards”) relevant to the Authority related to changes in the accounting and financial reporting of pensions that are provided through pension plans administered as trusts or equivalent arrangements that meet certain criteria. The standards required government employers to recognize as a liability, for the first time, their long-term obligation for these pension benefits. The cumulative effect of adoption of the standards is presented as an adjustment to beginning fiscal year 2015 net position.

2. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2016 was as follows:

Property and Equipment:	Beginning Balance	Additions	Reclass/ Disposals	Ending Balance
Depreciable Assets				
Buildings and Shelters	\$ 91,534,125	\$ 3,146,368	\$ (169,168)	\$ 94,511,325
Revenue Vehicles:				
Buses	141,808,230	24,240,507	(12,046,924)	154,001,813
Other Support Vehicles	7,489,636	644,302	(697,399)	7,436,539
Furniture, Fixtures & Equipment	37,190,849	4,013,724	(795,300)	40,409,273
Leasehold Improvements	110,109	95,367	-	205,476
BRT Roadway Improvements	6,499,619	22,481		6,522,100
Non-Depreciable Assets				
Land	8,161,465	-	-	8,161,465
Construction in Progress	11,767,526	12,693,134	(1,113,158)	23,347,502
Totals at Historical Cost	\$ 304,561,559	\$ 44,855,883	\$ (14,821,949)	\$ 334,595,493
Less accumulated depreciation for:				
Buildings and Shelters	\$ (40,871,890)	\$ (5,120,216)	\$ 164,796	\$ (45,827,310)
Revenue Vehicles:				
Buses	(86,262,884)	(15,161,583)	11,923,806	(89,500,661)
Other Support Vehicles	(4,831,906)	(1,185,990)	682,059	(5,335,837)
Furniture, Fixtures & Equipment	(24,688,929)	(4,713,415)	777,668	(28,624,676)
Leasehold Improvements	(44,726)	(17,992)	-	(62,718)
BRT Roadway Improvements	(792,204)	(643,503)	-	(1,435,707)
Total Accumulated Depreciation	(157,492,539)	(26,842,699)	13,548,329	(170,786,909)
Capital Assets, net	\$ 147,069,020	\$ 18,013,184	\$ (1,273,620)	\$ 163,808,584

Capital asset activity for the year ended September 30, 2015 was as follows:

Property and Equipment:	Beginning Balance	Additions	Reclass/ Disposals	Ending Balance
Depreciable Assets				
Buildings and Shelters	\$ 96,541,410	\$ 1,396,480	\$ (6,403,765)	\$ 91,534,125
Revenue Vehicles:				
Buses	135,998,675	15,197,803	(9,388,248)	141,808,230
Other Support Vehicles	8,011,676	541,300	(1,063,340)	7,489,636
Furniture, Fixtures & Equipment	35,489,755	3,028,513	(1,327,419)	37,190,849
Leasehold Improvements	46,173	63,936	-	110,109
BRT Roadway Improvements	6,404,069	99,165	(3,615)	6,499,619
Non-Depreciable Assets				
Land	8,571,465	-	(410,000)	8,161,465
Construction in Progress	8,824,351	4,759,075	(1,815,900)	11,767,526
Totals at Historical Cost	\$ 299,887,574	\$ 25,086,272	\$ (20,412,287)	\$ 304,561,559
Less accumulated depreciation for:				
Buildings and Shelters	\$ (40,289,203)	\$ (5,912,681)	\$ 5,329,994	\$ (40,871,890)
Revenue Vehicles:				
Buses	(81,052,412)	(14,522,652)	9,312,180	(86,262,884)
Other Support Vehicles	(4,805,987)	(1,087,390)	1,061,471	(4,831,906)
Furniture, Fixtures & Equipment	(21,999,504)	(3,977,979)	1,288,554	(24,688,929)
Leasehold Improvements	(19,868)	(24,858)	-	(44,726)
BRT Roadway Improvements	(145,881)	(646,323)	-	(792,204)
Total Accumulated Depreciation	(148,312,855)	(26,171,883)	16,992,199	(157,492,539)
Capital Assets, net	\$ 151,574,719	\$ (1,085,611)	\$ (3,420,088)	\$ 147,069,020

3. CAPITAL LEASES

The Authority entered into a capital lease agreement for 10 buses in September 2015, of which 5 buses were received by September 30, 2015 and the remaining 5 buses were received in October 2015. The lease agreement covers a term of 5 years, with a final payment to be made in October 2020. These buses were included in property and equipment at the carrying value of \$5,169,188 and \$2,820,625 at September 30, 2016 and 2015, respectively.

Leases payable activity for the years ended September 30, 2016 and 2015 was as follows:

Leases Payable September 30, 2016					
Leases Payable	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
Lease # 5	\$ 2,715,435	\$ 2,715,435	\$ 660,246	\$ 4,770,624	\$ 898,151
Total	\$ 2,715,435	\$ 2,715,435	\$ 660,246	\$ 4,770,624	\$ 898,151

Leases Payable September 30, 2015					
Leases Payable	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
Lease # 5	\$ -	\$ 2,715,435	\$ -	\$ 2,715,435	\$ 660,245
Total	\$ -	\$ 2,715,435	\$ -	\$ 2,715,435	\$ 660,245

Future minimum payments and the present value of the minimum payments applicable to capital leases are as follows for the years ending after September 30, 2016:

Year	Present Value of Minimum Lease Payments	Amount Representing Interest	Total Minimum Lease Payments
2017	\$898,151	\$101,849	\$1,000,000
2018	918,954	81,046	1,000,000
2019	940,237	59,763	1,000,000
2020	962,014	37,986	1,000,000
2021	1,051,268	6,035	1,057,303
Total	\$4,770,624	\$286,679	\$5,057,303

The above do not represent borrowings but are considered capital leases under generally accepted accounting principles due to the length of respective lease terms as compared to estimated useful lives of assets leased.

4. LOANS PAYABLE

On June 9, 2004, the Authority entered into a SIB loan (SIB #2), allowing draws of up to \$7,600,000 for the construction of the New Operating Base Facility. This loan matures in 2016, was non-interest bearing until October 1, 2007, and bears an interest rate of 2%, thereafter. Loans payable activity during the fiscal years ending September 30, 2016 and 2015 was as follows:

Loans Payable September 30, 2016					
	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
SIB #2	\$ 1,610,507	\$ -	\$ 797,282	\$ 813,225	\$ 813,225
Total	\$ 1,610,507	\$ -	\$ 797,282	\$ 813,225	\$ 813,225

Loans Payable September 30, 2015					
	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
SIB #2	\$ 2,392,156	\$ -	\$ 781,649	\$ 1,610,507	\$ 797,282
Total	\$ 2,392,156	\$ -	\$ 781,649	\$ 1,610,507	\$ 797,282

Pursuant to the State Infrastructure Bank Loan Agreement, the Authority committed to use its Federal Transit Administration 5307 grant funds as the source to fund the payment obligations of the loan SIB#2, provided such funds are available after funding capital expenditures. The amount of pledged revenues was \$24,800,447 and \$27,889,437 for fiscal years 2016 and 2015, respectively. Fiscal year 2016 principal and interest payments were \$797,282 and \$32,210 respectively, and fiscal year 2015 principal and interest payments were \$781,649 and \$47,843, respectively.

Repayment to be made in fiscal year 2017 is as follows:

Fiscal Year	Principal	Interest	Total
2017	\$ 813,225	\$ 16,265	\$ 829,490
Totals	\$ 813,225	\$ 16,265	\$ 829,490

5. ACCRUED SELF-INSURANCE LIABILITY

The Authority has been self-insured since 1986 for personal injury coverage related to its transit coaches, since 1991 for workers compensation coverage and since January 2016 for health insurance. All other risks of loss are covered through the purchase of commercial insurance. The Authority has sovereign immunity with respect to personal injury claims, which limits its liability to \$100,000 for each claim and \$200,000 for each accident. Settled claims have not exceeded commercial coverage in any of the past three fiscal years.

The amounts recorded as accrued self-insurance liability at September 30, 2016 and 2015, the current portion of which represents an estimate of payments required in the next fiscal year, are at present value based on estimates derived through actuarial determinations discounted at 4% for the fiscal years 2016 and 2015. Such estimates are subject to change based on circumstances surrounding each claim. Changes in the balances of accrued self-insurance liability, including incurred but not reported claims (IBNR), were as follows during the years ended:

	September 30	
	2016	2015
Accrued self-insurance liability, beginning of year	\$ 4,773,213	\$ 8,802,501
Insured claims (including IBNR's)	11,555,427	1,929,990
Claim payments	(11,487,358)	(5,959,278)
Accrued self-insurance liability, end of year	\$ 4,841,282	\$ 4,773,213

The estimated amounts due in one year are \$2,580,744 and \$2,097,048 at September 30, 2016 and 2015, respectively.

The health self insurance plan established in January of 2016 is a limited risk management program to help contain rising health insurance costs. The program consists of purchasing an aggregate stop loss and individual maximum claims reinsurance policy with LYNX being responsible for the claims not covered by the policy. Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include \$608,800 for claims incurred but not reported (IBNRs) based on the estimated claims incurred as of September 30, and offset by an estimated recovery from the excess insurance. During the year, the excess individual insurance policy covers claims in excess of \$250,000, while aggregate covers total claims in excess of \$1,000,000. In accordance with the Affordable Care Act, the lifetime maximum for a covered individual is unlimited.

6. PENSION PLANS

Union Defined Benefit Plan

Plan Description

Substantially all Union employees of the Authority are participants in the Amalgamated Transit Union Local 1596 Pension Plan (the "Union Defined Benefit Plan"), a defined benefit, single-employer public employee retirement system, formed April 22, 1986 by agreement between the Authority and the Union. All Authority Union employees hired on or before February 28, 2014 are eligible to participate in the Union Defined Benefit Plan as of their hire date. Employees who have reached the age of 62 are entitled to a retirement union benefit, payable monthly for life, equal to 2.13% of their average compensation for each unit of benefit credit. Average compensation is the average of the highest sixty consecutive calendar months preceding retirement or termination. Participants are credited with units of benefit credit for hours of service worked in a plan year. Benefits fully vest upon reaching 10 years of vested service. Vested employees who retire on or after age 62 will receive full benefits. Participants who have reached age 58 and have 20 years of service are entitled to an unreduced pension benefit. Participants who reach age 55 with 10 years of vesting service and 10 units of benefit credit are entitled to retire early with benefits as follows: (a) accrued benefit to early retirement date payable at normal retirement date, or (b) actuarially reduced and payable immediately, reduced 5/9% per month for the first 60 months by which retirement precedes age 62, and 5/18% per month for additional months by which retirement precedes age 62. Participants' benefits are established by the Trustees of the Union Defined Benefit Plan.

Plan Membership

Participants at the actuarial valuation dates of October 1, 2014 and 2013 utilized for the September 30, 2016 and 2015 fiscal years are as follows:

<u>Membership at Actuarial Valuation Date</u>	<u>2016</u>	<u>2015</u>
Retirees and beneficiaries currently receiving benefits and DROP	330	296
Terminated employees entitled to but not yet receiving benefits	66	58
Active plan participants	762	808
Total	<u>1158</u>	<u>1162</u>

The Authority, as of March 1, 2014, closed the Union Defined Benefit Plan to all new union hires, and adopted a single-employer, defined contribution plan pension plan, the Central Florida Regional Transportation Authority Money Purchase Plan ("the Union Defined Contribution Plan"), administered by Hartford Life Insurance Company for new employees. All full time Authority Union employees hired after July 1, 2013 are eligible to participate in the Union Defined Contribution Plan.

The Union Defined Benefit Plan's fiduciary net position has been determined on the same basis used by the pension plan, which is in accordance with the accrual method of accounting, includes investments at fair value and recognizes benefits and refunds when due and payables in accordance with terms of the Union Defined Benefit Plan.

Available historical information about the Union Defined Benefit Plan's financial statement elements may be obtained by writing The Amalgamated Transit Union Local 1596 Pension Plan c/o Resource Centers LLC, 4360 Northlake Boulevard, Suite 206, Palm Beach Gardens, FL 33410.

Funding Policy

The Authority and Union employees are obligated to contribute to the Union Defined Benefit Plan in accordance with requirements of the Union Collective Bargaining Agreement; regular contribution rates are actuarially determined. Union Defined Benefit Plan members are required to contribute 5.25% of earnings; the Authority is required to contribute 9.75% of Union Defined Benefit Plan members' earnings. The amount by which the required contribution rate exceeds the regular contribution rate in the contract is shared on the same bases as the contribution rate, 65% employer and 35% employee. Employees may elect to enhance their future benefits by up to 0.25% and 0.50% by contributing an additional 2.5% and 5.0% of earnings, respectively. Shared contributions are the amount by which the required contribution rate exceeds the regular contribution rates, which is shared as 65% employer and 35% employee in the subsequent year.

Changes in Net Pension Liability (Asset)

The net pension liability (asset) at September 30, 2016 and 2015 is based on the October 1, 2014 and 2013 actuarial valuation rolled forward to the measurement date of September 30, 2015 and 2014, respectively. Changes in the Authority's Union Defined Benefit Plan net pension liability (asset) during the years ended at September 30, 2016 and 2015 are as follows:

<u>Total pension liability</u>	<u>2016</u>	<u>2015</u>
Service cost	\$ 4,324,270	\$ 4,900,835
Interest	8,827,032	8,240,224
Difference between actual & expected experience	(638,418)	(5,835)
Benefit payments	(4,808,642)	(4,079,731)
Refunds	(311,317)	(269,399)
Net change in total pension liability	7,392,925	8,786,094
Total pension liability - beginning	115,929,473	107,143,379
Total pension liability - ending	\$ 123,322,398	\$ 115,929,473

<u>Plan fiduciary net position</u>		
Contributions - Employer	\$ 3,315,335	\$ 2,337,699
Contributions - Member	2,264,655	2,310,106
Net investment income	(1,070,462)	10,052,069
Benefit payments	(4,808,642)	(4,079,731)
Refunds	(311,317)	(269,399)
Administrative expense	(237,972)	(237,291)
Net changes in Plan fiduciary net position	(848,403)	10,113,453
Total Plan fiduciary net position - beginning	122,212,958	112,099,505
Total Plan fiduciary net position - ending	121,364,555	122,212,958
Net pension liability (asset) - ending	\$ 1,957,843	\$ (6,283,485)

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2016 and 2015, the Authority recognized pension expense of \$3,570,174 and \$2,329,134, respectively. At September 30, 2016 and 2015, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Fiscal Year 2016	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experiences	\$ -	\$ 542,732
Net difference between projected and actual earning on pension plan investment	7,210,427	-
Authority contributions made subsequent to the measurement date of September 30, 2015	2,930,490	-
	<u>\$ 10,140,917</u>	<u>\$ 542,732</u>
Fiscal Year 2015	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experiences	\$ -	\$ 4,951
Net difference between projected and actual earning on pension plan investment		1,313,843
Authority contributions made subsequent to the measurement date of September 30, 2014	3,315,057	-
	<u>\$ 3,315,057</u>	<u>\$ 1,318,794</u>

Deferred outflows of resources related to Authority contributions subsequent to the measurement date of September 30, 2015 will be recognized as an increase of the net pension asset in the year ended September 30, 2016. Other amounts reported as deferred outflows of the resources related to pensions will be recognized in the pension expense as follows:

Year Ended September 30

2017	\$ 1,619,854
2018	1,619,854
2019	1,619,855
2020	1,948,316
2021	(100,284)
Thereafter	(39,900)
Total	<u>\$ 6,667,695</u>

The annual required contributions for fiscal years 2016 and 2015 were determined as part of the October 1, 2014 and 2013 actuarial valuations, respectively, using the entry age actuarial cost method. The actuarial assumptions included (a) 7.5% investment rate of return (net of administrative expenses) and (b) projected salary increases ranging from 4.00% to 13.13% per year, dependent on years of service. Both (a) and (b) included an inflation component of 3.5%. The assumptions did not include post-retirement benefit increases, which are funded by the Authority when granted. Such assumptions are subject to future changes due to certain market conditions. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period.

Mortality rates were based on the RP-2000 Combined Healthy Participant Mortality Table for males and females using projection Scale AA to anticipate future mortality improvements, set back five years for disabled lives. The assumption for inflation was 3.0%. The assumption for salary increases was 4.00% to 13.13%, depending on service.

A comprehensive experience study was performed in 2010. Following the experience study the Plan updated mortality rates to RP-2000 Combined Health Mortality Table for males and females, using projection scale AA to provide for future mortality improvements after the year 2000; lowered expected salary increases by 1%; and updated rates of Retirement, Disability, and Termination.

A single discount rate of 7.50% was used to measure the total pension asset. This single discount rate was based on the expected rate of return on pension plan investments of 7.50%. The projection of cash flows used to determine this single discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between the total actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments (7.50%) was applied to all periods of projected benefit payments to determine the total pension asset.

The assumed asset allocation of the Union Plan portfolio and the expected rate of return presented on an arithmetic basis is as follows:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Rate of Return</u>
Domestic equity	37%	10.62%
Convertible - passive	10%	9.02%
International equity	15%	5.15%
Master Limited Partnerships	5%	12.86%
Real estate	4%	9.60%
TIPS	2%	5.73%
Fixed Income (bonds)	27%	7.03%
	<u>100%</u>	

Sensitivity of net pension asset to changes in the discount rate – The following presents the net pension liability/(asset) of the Authority, calculated using the discount rate of 7.50%, as well as what the Authority's net pension (liability)/asset would be if were calculated using a discount rate that is 1-percentage point lower (6.50%) or 1-percentage point higher (8.50%) than the current rate:

	1% Decrease	Current Single Discount Rate Assumption	1% Increase
Discount Rate	6.50%	7.50%	8.50%
FY Ending September 30, 2016	\$ 16,677,272	\$ 1,957,843	\$ (10,515,946)
FY Ending September 30, 2015	\$ 9,215,710	\$ (6,283,845)	\$ (16,877,196)

Union - 401(a) Defined Contribution Pension Plan

The Authority maintains a single-employer, defined contribution pension plan, the Central Florida Regional Transportation Authority Money Purchase Plan (the “Union Defined Contribution Plan”), administered by Hartford Life Insurance Company for new employees represented by the union. The Union Defined Contribution Plan is a tax-qualified plan pursuant to Section 401(a) of the Internal Revenue Code. All full-time Authority Union employees hired after July 1, 2013 are eligible to participate in the Union Defined Contribution Plan.

The Union Defined Contribution Plan provisions provide for the Authority to contribute 6% of employee earnings; employees are not required to make contributions. All plan amendments are administered and authorized by the Union Defined Contribution Plan’s trustees. At the Union Defined Contribution Plan’s inception, employees are 100% vested after five years of employment with the Authority or other public service or transportation agencies. All employees may withdraw vested balances upon the normal retirement age of 65. The Union Defined Contribution Plan permits withdrawals for retirement, termination, and disability but does not allow participants to borrow against their accounts.

The Authority’s contribution to the plan for the years ended September 30, 2016 and 2015 amounted to \$311,888 and \$143,673, respectively, representing 6% of covered payroll less forfeitures.

Employee 401(a) Pension Plan

The Authority maintains a single-employer, defined contribution pension plan, Central Florida Regional Transportation Authority Money Purchase Plan (the “Plan”), administered by Mass Mutual Financial Group for employees who are not represented by the Union, effective October 1, 1994. The Plan is a tax-qualified plan pursuant to section 401(a) of the Internal Revenue Code. All full-time administrative employees not represented by the Union are eligible for participation in the plan, with the exception of employees hired before October 1, 1994 who opted to stay in the FRS and supervisors represented by Union 1749.

The Plan provisions provide for the Authority to contribute 12% or 6% of employee earnings; employees are not required to make contributions. On October 1, 2013, Authority contribution changed from 12% to 6% for new employees. All plan amendments are administered and authorized by the Plan’s trustees. At the Plan’s inception, employees who switched from the FRS were automatically 100% vested and all other employees are 100% vested after five years of employment with the Authority or other public service or transportation agencies. All employees may withdraw vested balances upon the normal retirement age of 65. The Plan permits withdrawals for retirement, termination, and disability but does not allow participants to borrow against their accounts.

The payroll for Authority employees covered by the plan for the years ended September 30, 2016 and 2015 was \$10,202,830 and \$10,119,637, respectively. The Authority’s contribution to the plan for the years ended September 30, 2016 and 2015 amounted to \$1,258,755 and \$1,226,951, respectively, representing 12% or 6% of covered payroll less forfeitures.

7. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS

In addition to the pension benefits described in Note 6, effective October 1, 1999, the Authority entered into a contractual agreement with Local 1596 of the Amalgamated Transit Union to provide postemployment health care benefits for those employees who, in accordance with Article 28 of the Amalgamated Transit Union Local 1596 Pension Plan, have at least ten (10) years vesting and retire between the ages of 62 and 67 or until they are eligible for Medicare benefits (whichever occurs first). This is a single-employer postemployment benefit plan for which benefit provisions and contribution obligations have been established by the Authority’s Board. Eligibility for retirement health care benefits will be determined by the years of credited services.

In order to comply with the requirements of GASB 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, the Authority contracted with a certified actuarial firm to provide an actuarial valuation of postemployment benefits. The postemployment health insurance benefits will continue to be offered on a pay-as-you-go basis a percentage of the cost of the Consumer Driven Health Plan (CDHP, Employee Only) in accordance with the following schedule:

<u>Years of Service</u>	<u>Contribution Rate</u>
10-14	60% of CDHP, Employee Only
15-19	75% of CDHP, Employee Only
20+	100% of CDHP, Employee Only

Employees who elect to continue their health care coverage upon retirement are responsible for the employee and employer share over and above the previously stated contributions. Dependent coverage is available at the retiree's expense provided the retiree elects to continue health care coverage. As required by the State of Florida Statute 112.08011, the claims experience of the retirees is co-mingled with active employees in determining the health plan cost. In accordance with GASB 45, the co-mingling of claims requirements equates to an implicit subsidy to retirees that creates another postemployment benefit (OPEB) liability on the part of the Authority. Therefore, the Authority will incur a liability at the beginning of this fiscal year for the implicit rate subsidy as the Authority implements GASB 45. The Authority does not intend to fund the actuarial accrued liability.

The Authority's annual OPEB cost is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB 45. In the year of implementation, the net OPEB Obligation and the ARC are the same amount. The following table shows the components of the Authority's OPEB cost for the year, the amount contributed to the plan, and changes in the Authority's net OPEB obligation at September 30, 2016, 2015 and 2014, as follows:

	<u>September 30</u>		
	<u>2016</u>	<u>2015</u>	<u>2014</u>
Annual required contribution	\$ 420,000	\$ 389,000	\$ 426,000
Interest on net OPEB obligation	67,000	57,000	48,000
Adjustment to annual required contribution	(80,000)	(66,000)	(53,000)
Annual OPEB cost	407,000	380,000	421,000
Contributions made	(130,000)	(121,000)	(186,000)
Increase in net OPEB obligation	277,000	259,000	235,000
Net OPEB obligation, beginning of year	1,683,525	1,424,525	1,189,525
Net OPEB obligation, end of year	<u>\$ 1,960,525</u>	<u>\$ 1,683,525</u>	<u>\$ 1,424,525</u>

As of the October 1, 2016 actuarial valuation date, the unfunded actuarial accrued liability (UAAL) was \$3,983,000. The covered payroll (annual payroll of active employees covered by the OPEB Plan) was \$43,871,831 and the ratio of the UAAL to the covered payroll was 9.1%. The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the year are as follows:

	<u>Annual OPEB</u>	<u>Estimated</u>	<u>Percentage of OPEB Cost</u>	<u>Net OPEB</u>
<u>Year Ending</u>	<u>Cost</u>	<u>Contribution</u>	<u>Contributed</u>	<u>Obligation</u>
September 30, 2016	\$407,000	\$130,000	31.90%	\$1,960,525
September 30, 2015	\$380,000	\$121,000	31.80%	\$1,683,525
September 30, 2014	\$421,000	\$186,000	44.20%	\$1,424,525

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. (As an unfunded plan, there are no plan assets to report.)

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short term volatility in actuarial accrued liabilities and the actuarial value of assets consistent with the long-term perspective of the calculations. The information presented in the required supplementary schedule was determined as a part of the actuarial valuation at the date indicated:

Valuation date	October 1, 2015
Actuarial cost method	Projected unit credit
Amortization method	Level dollar/open
Remaining amortization period	30 years
Asset valuation method	Pay as you go
Actuarial assumptions:	
Projected salary increases	2.50%
Investment rate	3.50% per year
Healthcare cost trend (including 2.20% inflation)	7.5% initially and 5.49% ultimately, in 2050

8. COMMITMENTS

Operating Lease - Total operating lease expense amounted to \$482,610 and \$346,495 during the years ended September 30, 2016 and 2015, respectively.

9. FUEL HEDGE SWAP AGREEMENTS

The Authority first entered into fuel hedge swap agreements (“swaps”) during fiscal year 2011 in order to smooth out the fluctuation in diesel fuel cost and to set predetermined upper limits with respect to the cost of fuel. Twenty-two swaps have occurred to date through September 30, 2016 with swaps applicable to fiscal years 2015 and 2016 and commitments for fiscal year 2017 as follows:

Trade Date	Effective Period	Total Quantity - Gallons	Fixed Price Per Gallon
4/23/2014	10/01/14 – 09/30/15	1,430,000	\$3.0420
4/23/2014	10/01/14 – 09/30/15	396,000	\$2.6025
4/28/2014	10/01/14 – 09/30/15	204,000	\$2.5990
4/28/2014	10/01/14 – 09/30/15	1,680,000	\$2.8950
1/14/2015	10/01/15 – 09/30/16	2,520,000	\$1.8080
1/14/2015	10/01/15 – 09/30/16	450,000	\$1.5425
12/4/2015	10/01/16 – 09/30/17	2,520,000	\$1.5820
12/4/2015	10/01/16 – 09/30/17	960,000	\$1.4780

Settlements with the counterparty are made monthly based on the difference between the number of gallons hedged at the fixed price and the number of gallons hedged at the average price per gallon based on the U.S. Gulf Coast Pipeline Ultra Low Sulfur Diesel Platts Index and the U.S. Gulf Coast Pipeline Gasoline Unleaded 87 Platts Index (“Platts”). If the Platts price is higher than the fixed price the counterparty pays the Authority a settlement amount and if the fixed price is higher than the Platts price the Authority pays the counterparty. The Authority is exposed to basis risk on the swaps if the index on which fuel is purchased differs from the Platts index specified in the related fuel hedge agreements. During fiscal years 2016 and 2015, the Authority purchased all diesel fuel from vendors using the Platts index.

The Authority is also exposed to rollover risk on the swaps to the extent that the maturities of fuel hedges differ from the timing of fuel purchases. To the extent there are timing differences, the Authority is re-exposed to the fuel price risks being hedged.

The swaps are considered effective hedges at September 30, 2016 and 2015 under the dollar-offset method, which compares the changes in expected cash flows of the hedging instruments to the cash flows of the diesel fuel subjected to hedge. Accordingly, the swaps are presented at estimated fair value on the statement of net position, with \$130,377 and \$821,949 as a deferred outflow of resources and derivative financial instrument on the statement of net position at September 30, 2016 and 2015, respectively. The estimated fair value of the swaps is determined based on contracted strike prices and applicable futures prices at September 30, 2016 and 2015, and these values represent the change in fair value of the swaps during the fiscal year.

10. LITIGATION

The Authority is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of its operation, most of which are covered by the self-insurance program discussed in Note 5. In the opinion of management, any adjustments that would result from the settlement of lawsuits and other claims would not be significant.

REQUIRED SUPPLEMENTARY INFORMATION
UNION PENSION PLAN SCHEDULE OF CHANGES IN NET PENSION LIABILITY
(ASSET) AND RELATED RATIOS

<u>Total pension liability</u>	<u>2016</u>	<u>2015</u>
Service cost	\$ 4,324,270	\$ 4,900,835
Interest	8,827,032	8,240,224
Difference between actual & expected experience	(638,418)	(5,835)
Benefit payments	(4,808,642)	(4,079,731)
Refunds	(311,317)	(269,399)
Net change in total pension liability	7,392,925	8,786,094
Total pension liability - beginning	115,929,473	107,143,379
Total pension liability - ending	\$ 123,322,398	\$ 115,929,473

<u>Plan fiduciary net position</u>		
Contributions - Employer	\$ 3,315,335	\$ 2,337,699
Contributions - Member	2,264,655	2,310,106
Net investment income	(1,070,462)	10,052,069
Benefit payments	(4,808,642)	(4,079,731)
Refunds	(311,317)	(269,399)
Administrative expense	(237,972)	(237,291)
Net changes in Plan fiduciary net position	(848,403)	10,113,453
Total Plan fiduciary net position - beginning	122,212,958	112,099,505
Total Plan fiduciary net position - ending	121,364,555	122,212,958
Net pension liability (asset) - ending	\$ 1,957,843	\$ (6,283,485)

Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	98.41%	105.42%
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Covered Employee Payroll	\$ 34,028,032	\$ 34,962,723
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Net Pension Liability as a Percentage of Covered Employee Payroll	5.75%	(17.97)%
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Notes to Schedule:

Since the measurement date is one year prior to fiscal year end, the amounts presented were determined as of the prior fiscal years ended September 30. Additional years will be displayed as the information becomes available.

REQUIRED SUPPLEMENTARY INFORMATION
UNION PENSION PLAN SCHEDULE OF CONTRIBUTIONS, NET PENSION ASSET
AND MONEY-WEIGHTED RATE OF RETURN

SCHEDULE OF CONTRIBUTIONS

<u>FY Ending</u> <u>September 30</u>	<u>Actuarially</u> <u>Determined</u> <u>Contribution</u>	<u>Actual</u> <u>Contribution</u>	<u>Contribution</u> <u>Deficiency/</u> <u>(Excess)</u>	<u>Covered Payroll</u>	<u>Contribution as a</u> <u>% of Covered</u> <u>Payroll</u>
2016	\$3,427,954	\$2,930,490	\$497,464	\$34,028,032	10.00%
2015	\$3,283,667	\$3,315,057	(\$31,390)	\$33,064,237	10.03%
2014	\$3,521,356	\$2,337,699	\$1,183,657	\$34,962,723	6.69%
2013	\$3,422,542	\$3,568,777	(\$146,235)	\$32,821,564	10.87%
2012	\$3,543,980	\$3,638,572	(\$94,592)	\$34,369,299	10.59%
2011	\$3,416,323	\$3,660,066	(\$243,743)	\$35,059,922	10.44%
2010	\$3,893,395	\$3,867,861	\$25,534	\$35,815,773	10.80%
2009	\$4,312,447	\$3,628,006	\$684,441	\$35,830,640	10.13%
2008	\$3,465,817	\$4,034,811	(\$568,994)	\$33,258,187	12.13%
2007	\$3,326,744	\$3,404,843	(\$78,099)	\$29,889,028	11.39%

SCHEDULE OF THE EMPLOYER'S NET PENSION LIABILITY (ASSET) *

<u>FY Ending</u> <u>September 30</u>	<u>Total Pension</u> <u>Liability</u>	<u>Plan Net</u> <u>Position</u>	<u>Net Pension</u> <u>Liability (Asset)</u>	<u>Plan Net</u> <u>Position as a %</u> <u>of Total Pension</u> <u>Liability</u>	<u>Covered</u> <u>Payroll</u>	<u>Net Pension</u> <u>Liability (Asset)</u> <u>as a % of</u> <u>Covered Payroll</u>
2016	\$123,322,398	\$121,364,555	\$1,957,843	98.41%	\$33,064,237	5.92%
2015	\$115,929,473	\$122,212,958	(\$6,283,485)	105.42%	\$34,962,723	17.97%

SCHEDULE OF MONEY-WEIGHTED RATE OF RETURN *

	<u>2016</u>	<u>2015</u>
Annual money-weighted rate of return net of investment expense	9.8%	8.7%

*Since the measurement date is one year prior to fiscal year end, the amounts presented were determined as of the prior fiscal year ending September 30. Additional years will be displayed as the information becomes available.

REQUIRED SUPPLEMENTAL INFORMATION
UNION PENSION PLAN NOTES TO REQUIRED SUPPLEMENTAL INFORMATION

Valuation Date: 10/1/2014 (for FYE 9/30/16)

Measurement Date: September 30, 2015

Note: Actuarially determined contributions are calculated as of the October 1 which is one year prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Dollar Closed
Expenses	Average of actual administrative plus investment expenses for the two most recent years is added to the Normal Cost.
Remaining Amortization Period	30 years
Asset Valuation Method	5-year smoothed market
Inflation	3.0%
Salary Increases	4.0% to 13.13% depending on service
Investment Rate of Return	7.5%
Retirement Age	15% to 100% depending on age
Mortality	RP-2000 Combined Healthy Participant Mortality Table for males and females using protection Scale AA to anticipate future mortality improvements, set back 5 years for disabled lives.

Benefit changes enacted during the fiscal year ended September 30, 2016:

There were no benefit changes enacted during the year.

Changes in assumptions:

There were no changes in assumptions or methods since the previous actuarial valuation.

REQUIRED SUPPLEMENTARY INFORMATION

**Schedule of Other Postemployment Benefits (OPEB)
For the Years Ended September 30, 2016, 2015 and 2014**

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (normal cost) Entry Age (b)	Unfunded Actuarial Accrued Liability (UAAL) (b-a)	Funded Ratio (a/b)	Annual Covered Payroll (c)	UAAL as a % of Covered Payroll ((b-a)/c)
October 1, 2016	\$ -	\$3,983,000	\$3,983,000	0.0%	\$43,871,831	9.1%
October 1, 2015	\$ -	\$2,536,000	\$2,536,000	0.0%	\$43,131,812	5.9%
October 1, 2014	\$ -	\$2,995,000	\$2,995,000	0.0%	\$41,350,461	7.2%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SUPPLEMENTAL SCHEDULE OF REVENUES AND EXPENSES
BUDGET VS ACTUAL (BUDGET BASIS)
YEAR ENDED SEPTEMBER 30, 2016

	Budget	Actual	Variance Favorable/ (Unfavorable)
OPERATING REVENUES			
Customer fares	\$ 29,459,809	\$ 26,643,385	\$ (2,816,424)
Contract services:			
Local financial assistance	14,149,173	13,958,496	(190,677)
Other contractual services	3,738,905	3,991,992	253,087
Advertising on Buses	2,080,000	1,846,740	(233,260)
Other income	426,439	374,382	(52,057)
	<u>49,854,326</u>	<u>46,814,995</u>	<u>(3,039,331)</u>
OPERATING EXPENSES:			
Transportation	46,184,022	44,260,629	1,923,393
Maintenance and operations	64,169,051	56,503,503	7,665,548
General and administrative	18,132,539	15,810,100	2,322,439
	<u>128,485,612</u>	<u>116,574,232</u>	<u>11,911,380</u>
OPERATING LOSS	(78,631,286)	(69,759,237)	8,872,049
NONOPERATING REVENUES/(EXPENSES):			
Federal	16,646,716	14,222,627	(2,424,089)
State of Florida	13,947,353	13,013,616	(933,737)
Local	47,553,510	46,508,582	(1,044,928)
Interest income	36,413	43,206	6,793
Interest expense	(124,277)	(123,762)	515
	<u>78,059,715</u>	<u>73,664,269</u>	<u>(4,395,446)</u>
Total nonoperating revenues/(expenses), net	78,059,715	73,664,269	(4,395,446)
Increase/(decrease) in net position	\$ (571,571)	3,905,032	\$ 4,476,603
BASIS DIFFERENCES:			
Depreciation		(26,842,698)	
Other income		88,308	
Capital contribution		42,407,235	
Increase in net position - GAAP basis		\$ 19,557,877	

STATISTICAL INFORMATION

This section contains statistical tables reflecting various supplemental financial data concerning the Authority’s operations. Where applicable, a 10-year history has been depicted to disclose trends in financial operations and other finance-related matters. These tables have been included as a part of this report for information purposes only, and, therefore, have not been subjected to audit by the Authority’s independent auditors. Below is a summary of the components and purpose for the tables provided here-in.

	<u>Pages</u>
<u>Debt Capacity</u>	
This schedule presents information to help the reader assess the ability of LYNX to service its outstanding debt.	51
<u>Revenue Capacity</u>	
These schedules contain information to help the reader assess LYNX’ most significant revenue sources.	52-54
<u>Financial Trends</u>	
These schedules contain trend information to help the reader understand how LYNX’ financial performance and financial position have changed over time.	49-50, 55-57, 65-67
<u>Demographic and Economic Information</u>	
These schedules contain demographic and economic indicators to help the reader understand the environment within which LYNX’ financial activities take place.	48, 58-63
<u>Other Operating Information</u>	
These schedules contain service levels and capital asset data and insurance information to help the reader understand how the information in LYNX’ financial report relates to the services the Authority provides to its customers and the community.	64, 68-69

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
LYNX**

**Miscellaneous Statistics
Year End September 30, 2016
(Unaudited)**

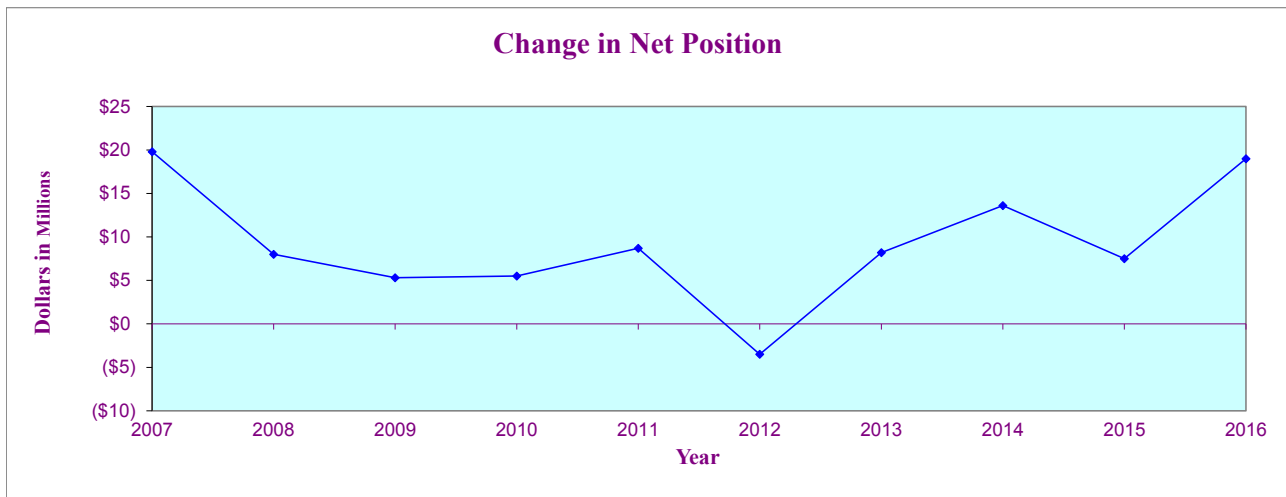
Form of Government	Local Government (Independent Special District)
Number of Directors	Five (5) Voting
Area Population	2,052,373
Counties Served	Orange, Seminole and Osceola
Number of Service Routes	76
Peak Vehicle Requirement	265
Hours of Operation	4:00 a.m. to 3:10 a.m.
Average Weekday Passengers	82,353
Vehicle Miles Operated	16,869,241
Vehicle Hours Operated	1,179,430

Sources: Metro Orlando Economic Development Commission
National Transit Database Report

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Revenue, Expenses, and Change in Net Position
Last Ten Years
Dollars in Millions
(Unaudited)**

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Operating Revenue:										
Customer Fares	\$ 19.1	\$ 21.7	\$ 21.5	\$ 22.4	\$ 26.1	\$ 28.6	\$ 29.4	\$ 29.1	\$ 28.2	\$ 26.6
Other	21.0	20.1	20.8	20.8	20.6	18.0	20.0	22.5	20.6	20.2
Total Operating Revenue	40.1	41.8	42.3	43.2	46.7	46.6	49.4	51.6	48.8	46.8
Operating Expenses:										
Administration, Transportation, and Maintenance	97.8	110.7	106.6	106.7	110.6	112.0	119.8	120.5	114.2	116.6
Depreciation	10.1	15.2	16.7	17.0	18.2	19.1	19.9	23.5	26.2	26.8
Total Operating Expenses	107.9	125.9	123.3	123.7	128.8	131.1	139.7	144.0	140.4	143.4
Operating Loss	(67.8)	(84.1)	(81.0)	(80.5)	(82.1)	(84.5)	(90.3)	(92.4)	(91.6)	(96.6)
Non-Operating Revenue (Expenses):										
Operating Assistance	53.1	50.1	54.3	48.9	46.4	47.8	49.0	53.4	56.1	56.8
Planning and Other Income (Expenses)	14.1	14.0	14.9	18.5	20.2	20.3	19.3	17.3	16.3	17.0
Capital Contributions	20.4	28.0	17.1	18.6	24.2	12.9	30.2	35.3	19.7	42.4
Total Non-Operating Revenue (Expenses)	87.6	92.1	86.3	86.0	90.8	81.0	98.5	106.0	92.1	116.2
Change in Net Position Before Accounting Change	19.8	8.0	5.3	5.5	8.7	(3.5)	8.2	13.6	0.5	18.2
Change in Accounting Principle	-	-	-	-	-	-	-	-	7.0	-
Change in Net Position After Accounting Change	\$ 19.8	\$ 8.0	\$ 5.3	\$ 5.5	\$ 8.7	\$ (3.5)	\$ 8.2	\$ 13.6	\$ 7.5	\$ 19.5



For the past 10 years the chart shows the change in net position each year versus the immediately preceding year. Net position increased in fiscal year 2016 at \$18.2 million due to the design, development and construction of the Lymmo BRT expansion , as well as the acquisition of rolling stock and other capital assets.

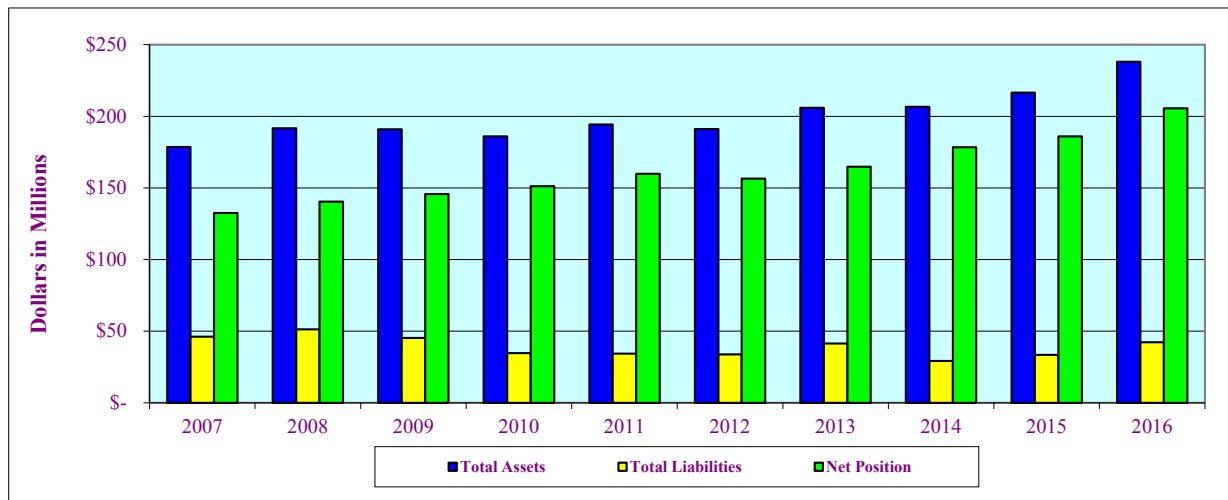
Source: Financial Statements

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Condensed Summary of Net Position
Last Ten Years
Dollars in Millions
(Unaudited)**

Year	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Total Assets	\$178.5	\$191.7	\$190.9	\$185.9	\$194.3	\$191.0	\$206.0	\$206.7	\$216.6	\$238.0
Deferred Outflow of Resources	\$0.0	\$0.0	\$0.0	\$0.0	\$0.6	\$0.0	\$0.1	\$0.8	\$4.1	\$10.3
Deferred Inflow of Resources	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.7	\$0.0	\$0.0	\$1.3	\$0.5
Total Liabilities	\$46.1	\$51.3	\$45.2	\$34.7	\$34.4	\$33.8	\$41.4	\$29.2	\$33.5	\$42.2
Ending Net Position	\$132.4	\$140.4	\$145.7	\$151.2	\$159.9	\$156.5	\$164.7	\$178.3	\$185.9	\$205.5

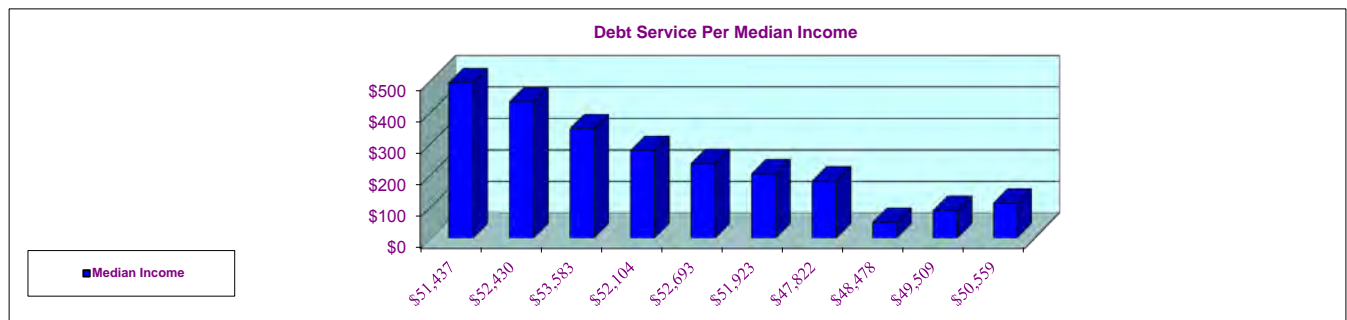
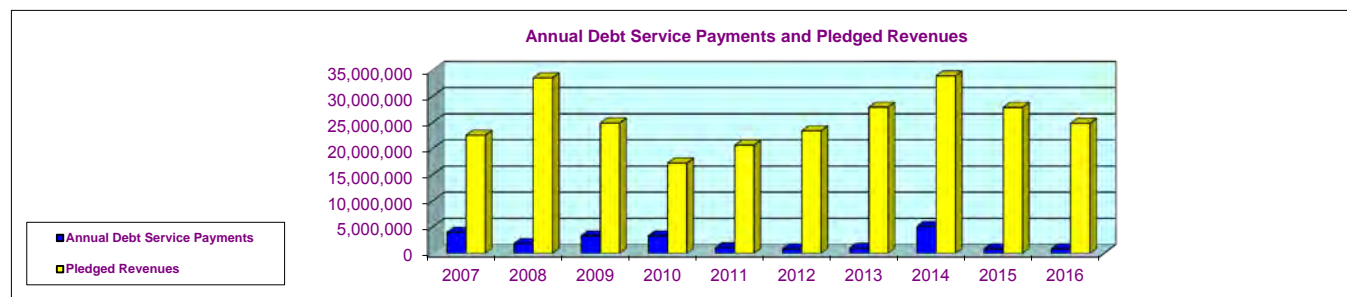
Net investment in capital assets	\$110.2	\$123.7	\$123.5	\$125.1	\$131.1	\$124.9	\$135.6	\$147.6	\$142.7	\$149.9
Restricted	\$1.3	\$0.5	\$0.5	\$0.5	\$0.5	\$0.5	\$0.1	\$0.0	\$0.0	\$1.6
Unrestricted	\$20.9	\$16.2	\$21.7	\$25.6	\$28.3	\$31.1	\$29.0	\$30.7	\$43.2	\$54.0
Ending Net Position	\$132.4	\$140.4	\$145.7	\$151.2	\$159.9	\$156.5	\$164.7	\$178.3	\$185.9	\$205.5



This chart compares Total Assets, Total Liabilities, and Net Position values over the last 10 years. Total Assets increased 33.33% during this period as the Authority expanded service, acquired new rolling stock, developed land, and constructed the LYNX Central Station and LYNX Operations Center. Total Liabilities at the end of fiscal year 2016 are 8.45% lower than at the end of fiscal year 2007. The decrease is due mainly to repayment of State Infrastructure Bank loans and a 2007 lease agreement. Net Position increased every year, except for fiscal year 2012; at \$205.5 million as of this fiscal year end it is 55.21% greater than fiscal year 2007.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Total Debt
Last Ten Years
(Unaudited)**

Year	Total Debt	SIB Loans	Capital Leases	Annual Debt Service Payments	Pledged Revenues	Debt Service Coverage	Median Income	Debt per Median Income
2007	\$25,331,967	\$17,698,991	\$7,632,976	\$3,978,907	\$22,551,897	5.67	\$51,437	\$492.49
2008	\$22,662,882	\$15,996,355	\$6,666,527	\$1,850,585	\$33,529,785	18.12	\$52,430	\$432.25
2009	\$18,576,071	\$12,914,638	\$5,661,433	\$3,321,419	\$24,881,390	7.49	\$53,583	\$346.68
2010	\$14,446,041	\$9,829,891	\$4,616,150	\$3,321,420	\$17,211,000	5.18	\$52,104	\$277.25
2011	\$12,430,432	\$8,901,362	\$3,529,070	\$1,046,219	\$20,649,873	19.74	\$52,693	\$235.90
2012	\$10,563,319	\$8,164,797	\$2,398,522	\$829,492	\$23,411,900	28.22	\$51,923	\$203.44
2013	\$8,636,268	\$7,413,500	\$1,222,768	\$958,423	\$27,936,006	29.15	\$47,822	\$180.59
2014	\$2,392,156	\$2,392,156	\$0	\$5,127,064	\$33,892,077	6.61	\$48,478	\$49.35
2015	\$4,325,942	\$1,610,507	\$2,715,435	\$829,492	\$27,889,437	33.62	\$49,509	\$87.38
2016	\$5,583,849	\$813,225	\$4,770,624	\$829,490	\$24,800,447	29.90	\$50,559	\$110.44



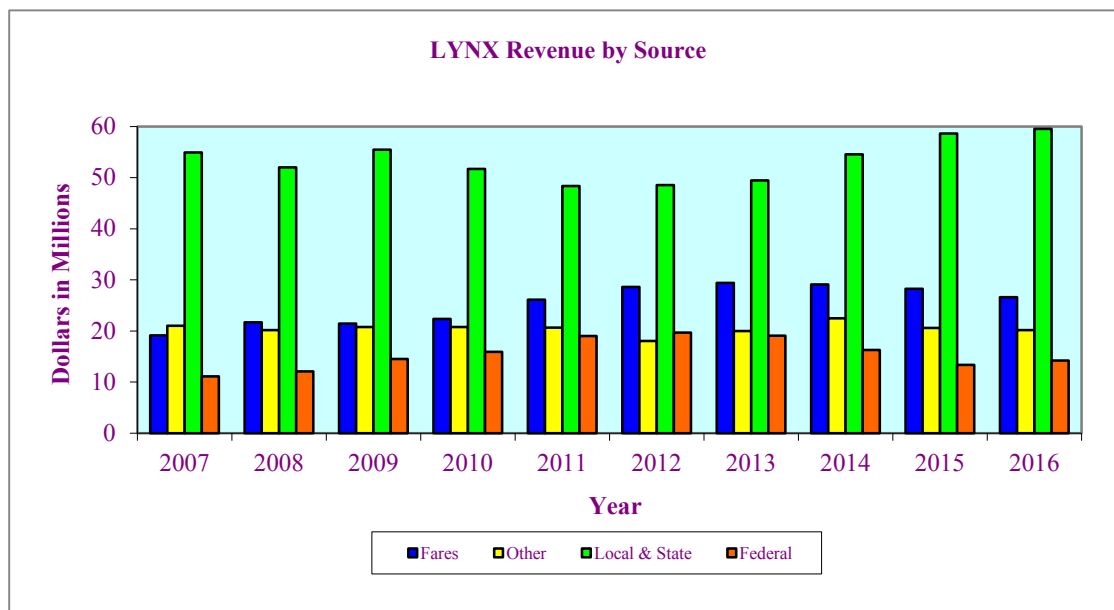
Source: Financial Statements, NTD Report, and Orlando Economic Development Commission.

Note: Total debt consists of State Infrastructure Bank loans and capital lease obligations but annual debt service payments consist only of payments on State Infrastructure Bank loans. Available pledged revenues are for capital expenditures and debt service payments.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

Revenue by Source Last Ten Years Dollars in Millions (Unaudited)

	OPERATING AND OTHER						
	MISCELLANEOUS REVENUE			OPERATING ASSISTANCE			
Fiscal Year	Fares	Other	Total	Local & State	Federal	Total	Total Revenue
2007	\$19.127	\$21.003	\$40.130	\$54.914	\$11.103	\$66.017	\$106.147
2008	\$21.661	\$20.179	\$41.840	\$51.997	\$12.077	\$64.074	\$105.914
2009	\$21.454	\$20.790	\$42.244	\$55.466	\$14.509	\$69.975	\$112.219
2010	\$22.363	\$20.800	\$43.163	\$51.684	\$15.917	\$67.601	\$110.764
2011	\$26.098	\$20.661	\$46.759	\$48.370	\$19.031	\$67.401	\$114.160
2012	\$28.620	\$18.047	\$46.667	\$48.521	\$19.678	\$68.199	\$114.866
2013	\$29.394	\$19.985	\$49.379	\$49.433	\$19.060	\$68.493	\$117.872
2014	\$29.081	\$22.475	\$51.556	\$54.558	\$16.257	\$70.815	\$122.371
2015	\$28.225	\$20.572	\$48.797	\$58.646	\$13.385	\$72.031	\$120.828
2016	\$26.643	\$20.172	\$46.815	\$59.522	\$14.223	\$73.745	\$120.560



The table and graph show the primary sources of revenues, the amount received from each source over the last ten years and, consequently, the Authority's relative dependency on each of the revenue sources. Local and state governments have consistently been the biggest providers of operating funds. Fares decreased in 2016 and was down 5.6% compared to 2015. Total revenue was lower due to the decrease in fares and other revenue. In 2016 federal revenue increased, amounting to 11.79% of LYNX's total revenue versus 11.1% in 2015.

Source: Financial statements and schedules included in the Comprehensive Annual Financial Reports

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Revenues by Source
Last Ten Years
(Unaudited)

	OPERATING AND OTHER MISCELLANEOUS REVENUE			OPERATING ASSISTANCE			
FISCAL YEAR	FARES	OTHER	TOTAL	LOCAL & STATE	FEDERAL	TOTAL	TOTAL REVENUE
INDUSTRY							
2007	31.4%	6.5%	37.9%	54.6%	7.5%	62.1%	100.0%
2008	31.3%	6.4%	37.7%	55.3%	7.0%	62.3%	100.0%
2009	31.5%	5.8%	37.3%	54.4%	8.2%	62.6%	99.9%
2010	32.1%	5.4%	37.5%	53.1%	9.4%	62.5%	100.0%
2011	32.8%	4.9%	37.7%	52.5%	9.8%	62.3%	100.0%
2012	32.5%	4.6%	37.1%	54.0%	8.9%	62.9%	100.0%
2013	32.5%	3.8%	36.3%	54.8%	8.9%	63.7%	100.0%
2014	32.0%	3.9%	35.9%	55.5%	8.6%	64.1%	100.0%
2015	*	*	0.0%	*	*	0.0%	0.0%
2016	*	*	0.0%	*	*	0.0%	0.0%
LYNX							
2007	18.0%	19.8%	37.8%	51.7%	10.5%	62.2%	100.0%
2008	20.4%	19.1%	39.5%	49.1%	11.4%	60.5%	100.0%
2009	19.1%	18.5%	37.6%	49.5%	12.9%	62.4%	100.0%
2010	20.2%	18.8%	39.0%	46.6%	14.4%	61.0%	100.0%
2011	22.9%	18.1%	41.0%	42.4%	16.6%	59.0%	100.0%
2012	24.9%	15.7%	40.6%	42.3%	17.1%	59.4%	100.0%
2013	24.9%	17.0%	41.9%	41.9%	16.2%	58.1%	100.0%
2014	23.8%	18.4%	42.2%	44.6%	13.2%	57.8%	100.0%
2015	23.4%	17.0%	40.4%	48.5%	11.1%	59.6%	100.0%
2016	22.1%	16.7%	38.8%	49.4%	11.8%	61.2%	100.0%

Source: Financial Statements

APTA 2016 Transportation Fact Book - Page 345

* Not available

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a

LYNX

Fare Structure

Year Ended September 30, 2016

(Unaudited)

Cash Fare/Single Ride	\$ 2.00
Transfer	Free
Elderly and Disabled/Single Ride	\$ 1.00
Youth	\$ 1.00
Daily Pass	\$ 4.50
Elderly and Disabled Daily Pass	\$ 2.25
Youth Daily Pass	\$ 2.25
Express 208 Daily Pass	6.50
Express 208 Daily Pass (Students, Elderly and Disabled)	3.25
Children (6 years and under with an adult)	Free
TICKETS	
Express Single Ride	\$ 3.50
Express Seniors/Students	\$ 1.75
Polk County Link 416 & 427 Single Ride	\$ 1.50
Polk County Link 416 & 427 Students	\$ 1.25
Polk County Link 416 & 427 Seniors / Disabled	\$ 0.80
PASSES	
7 Day Pass	\$ 16.00
Discounted 7 Day Pass (Students, Elderly and Disabled)	\$ 8.00
Express 7 Day Pass	\$ 23.00
Express Discounted 7 Day Pass (Students, Elderly and Disabled)	\$ 11.50
Youth Pass 7 Day	\$ 8.00
30 Day	\$ 50.00
AdvantAge Pass 30 Day (Elderly and Disabled)	\$ 25.00
Youth Pass 30 Day	\$ 25.00
Express 30 Day	\$ 70.00
Express AdvantAge Pass 30 Day (Elderly and Disabled)	\$ 35.00
Express Youth Pass 30 Day	\$ 35.00

SOURCE: LYNX Fare Structure Policy

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Fare Trends
Last Ten Years**

(Unaudited)

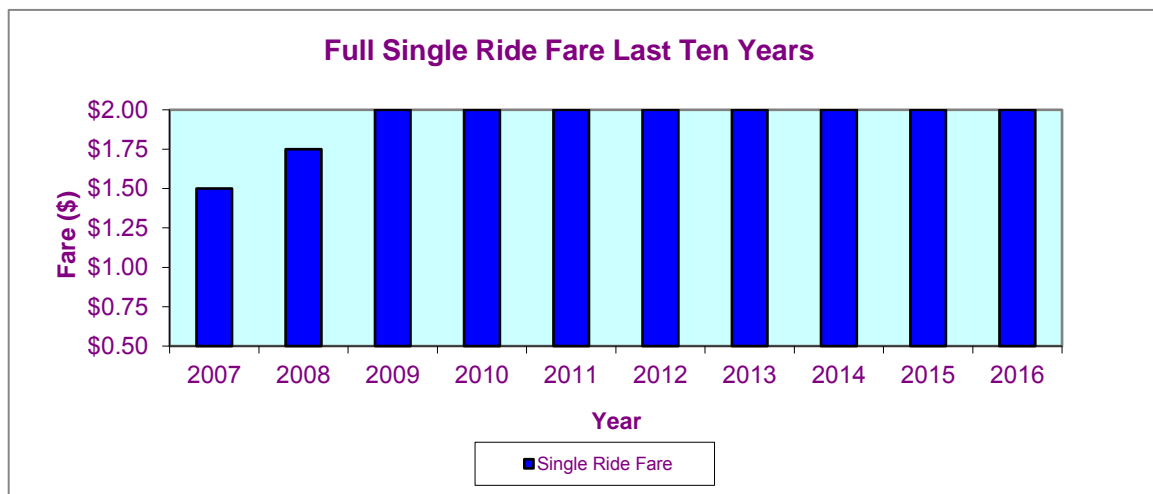
CASH FARES					PASSES			
Fiscal Year	Single Fare	Discount Single	1 Day Fare	Discount 1 Day	7 Day Pass	Discount 7 Day	30 Day Pass	Discount 30 Day
2007	\$1.50	\$0.75	\$3.50	\$1.75	\$12.00	\$6.00	\$38.00	\$18.00
2008	\$1.75	\$0.85	\$4.00	\$2.00	\$14.00	\$7.00	\$44.00	\$22.00
2009	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2010	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2011	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2012	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2013	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2014	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2015	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
2016	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00

Discounted Fares Include:

Students
Elderly and Handicapped
Does Not Include Polk County 416 & 427

Discounted Passes Include:

Youth
Advantage
IQ

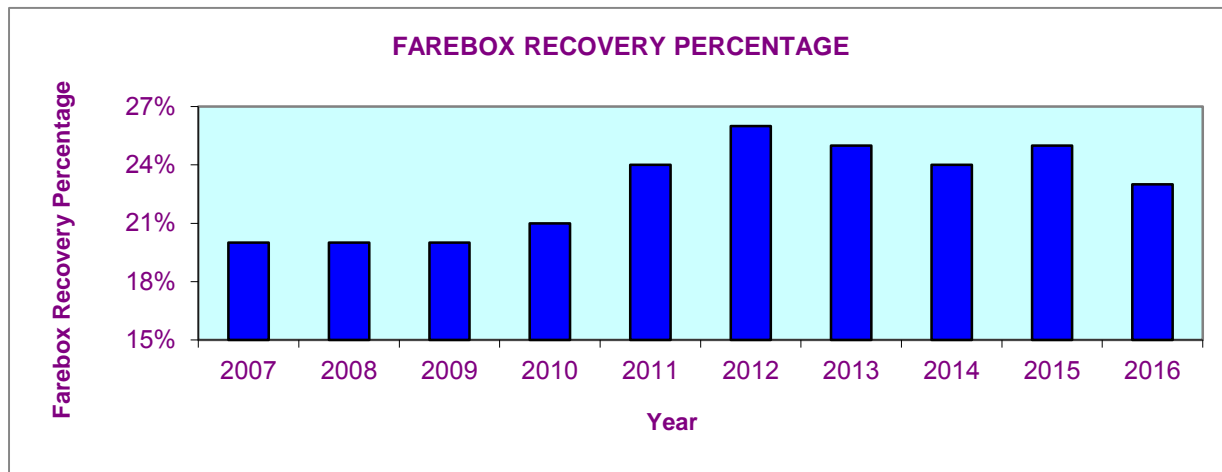


The table and graph show the amount of each standard fixed-route fare type by year. In keeping with the Authority's commitment to keep fares as low as fiscally feasible and to make relatively small rate increases periodically, no fare rate increases were made in 2016. In 2016 customer fares were approximately 56.9% of operating revenues and 22.59% of total revenues. The last increase was implemented in January 2009.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Farebox Recovery Percentage
Last Ten Years
(Unaudited)**

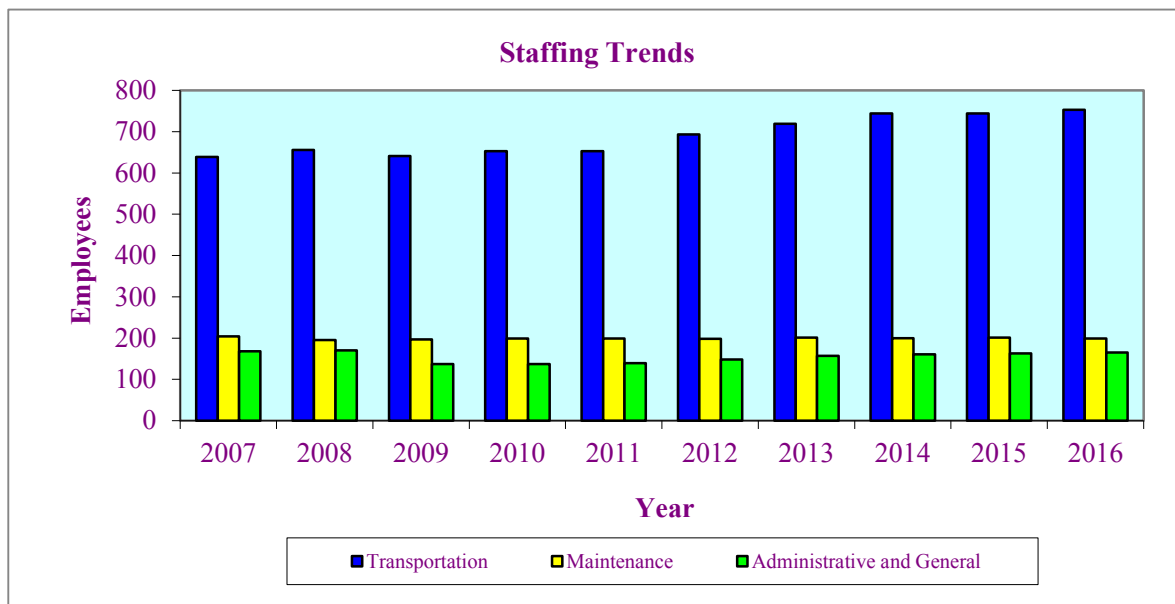
Fiscal Year	Percentage
2007	20%
2008	20%
2009	20%
2010	21%
2011	24%
2012	26%
2013	25%
2014	24%
2015	25%
2016	23%



Farebox Recovery Percentage is the percentage of the total operating cost that is funded by customer fares. It is calculated by dividing total customer fares by total operating cost before depreciation. Beginning with 2007 the recovery rate has remained fairly constant varying by approximately 1% to 2% from year to year.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Budgeted Staffing Trends
Last Ten Years
(Unaudited)**

Year	Transportation	Maintenance	Administrative and General	Total
2007	639	204	168	1,011
2008	656	195	170	1,021
2009	641	197	137	975
2010	653	199	137	989
2011	653	199	139	991
2012	693	198	148	1,039
2013	719	201	157	1,077
2014	744	200	161	1,105
2015	744	201	163	1,108
2016	753	199	165	1,117



The greatest fluctuation during the 10-year period was in the Transportation area, with 2016 staffing approximately 17.84% above the low level of the 10-year period shown above. Staffing level increased as a result of increase in service demand. Despite the Transportation staff increase, the organization wide total from year to year varied less than 14.56% with an overall increasing trend.

Source: Annual Budgets

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Top Ten Employers
Service Area Employers
Current Year and Nine Years Ago
(Unaudited)**

Company	2016			2007		
	Number of Full Time Employees	Rank	Percentage of Total Employment	Number of Full Time Employees	Rank	Percentage of Total Employment
Walt Disney World Company	74,000	1	5.78%	56,800	1	5.37%
Orange County Public Schools	22,983	2	1.80%	24,862	2	2.35%
Universal Studios Florida	21,000	3	1.64%	13,000	4	1.23%
Florida Hospital	20,413	4	1.60%	15,420	3	1.46%
Orlando Regional Healthcare	15,132	5	1.18%	12,900	5	1.22%
University of Central Florida	11,642	6	0.91%	9,286	7	0.88%
Orange County Government	7,658	7	0.60%	8,600	8	0.81%
Seminole County Public Schools	7,642	8	0.60%	9,981	6	0.94%
Lockheed Martin	7,000	9	0.55%	6,200	10	0.59%
Darden Restaurants	6,149	10	0.48%	N/A	N/A	N/A
Osceola School District	N/A	N/A	N/A	7,045	9	0.67%
Wal Mart	N/A	N/A	N/A	N/A	N/A	N/A
Publix Super Markets, Inc.	N/A	N/A	N/A	N/A	N/A	N/A
Central Florida Investments	N/A	N/A	N/A	N/A	N/A	N/A
Other Employees	1,085,599		84.86%	892,903		84.48%
Region Total	1,279,218		100.00%	1,056,997		100.00%

Notes:

N/A = Not Available

Sources:

Metro Orlando Economic Development Commission

Orange County Public Schools

Orlando Health

University of Central Florida Office of Institutional Research

Seminole County Public Schools

Orange County Government, Florida

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Employment Percentage by Industry
Service Region
Last Ten Years
(Unaudited)**

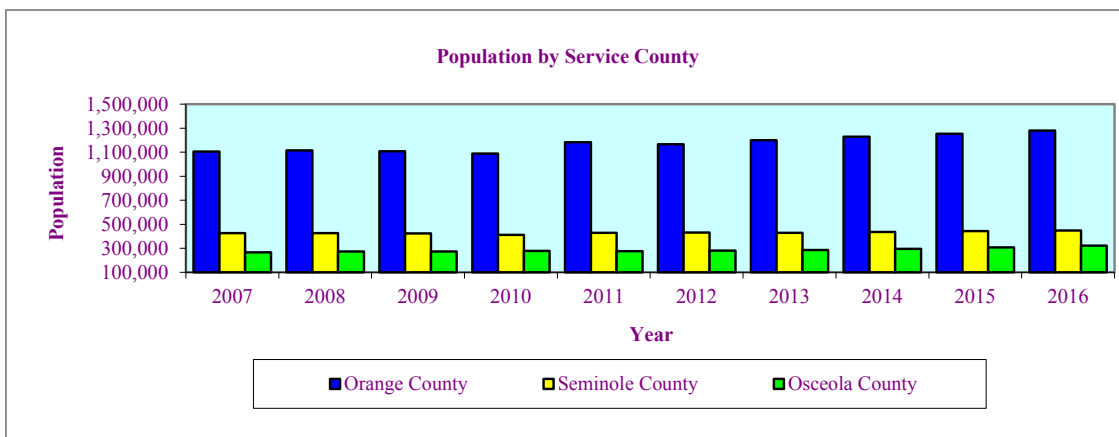
Year	Manufacturing	Construction	Transportation	Finance	Government	Retail Trade	Service	Total
2007	4.0%	7.8%	4.9%	5.9%	11.0%	20.6%	45.8%	100.0%
2008	3.8%	6.6%	3.9%	6.2%	11.0%	15.3%	53.2%	100.0%
2009	3.9%	6.0%	3.1%	6.4%	11.7%	11.1%	57.8%	100.0%
2010	3.7%	4.8%	3.0%	6.0%	11.7%	11.4%	59.4%	100.0%
2011	3.6%	4.6%	3.1%	6.1%	11.5%	11.8%	59.3%	100.0%
2012	3.6%	4.2%	3.0%	6.2%	11.3%	12.3%	59.4%	100.0%
2013	3.5%	4.5%	2.9%	6.4%	11.0%	12.2%	59.5%	100.0%
2014	3.5%	5.1%	2.9%	6.2%	10.7%	12.7%	58.9%	100.0%
2015	3.5%	5.2%	3.0%	6.3%	10.4%	12.7%	58.9%	100.0%
2016	3.5%	5.9%	2.9%	5.9%	10.1%	12.3%	59.4%	100.0%

Source: Metro Orlando Economic Development Commission

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Population by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County	Region Total
2007	1,105,603	425,698	266,123	1,797,424
2008	1,114,979	426,413	273,709	1,815,101
2009	1,108,882	423,759	272,788	1,805,429
2010	1,087,971	412,660	278,153	1,778,784
2011	1,183,903	429,169	275,010	1,888,082
2012	1,166,730	430,738	281,294	1,878,762
2013	1,199,801	427,977	286,001	1,913,779
2014	1,227,995	437,086	295,553	1,960,634
2015	1,252,396	442,903	308,327	2,003,626
2016	1,280,387	449,124	322,862	2,052,373



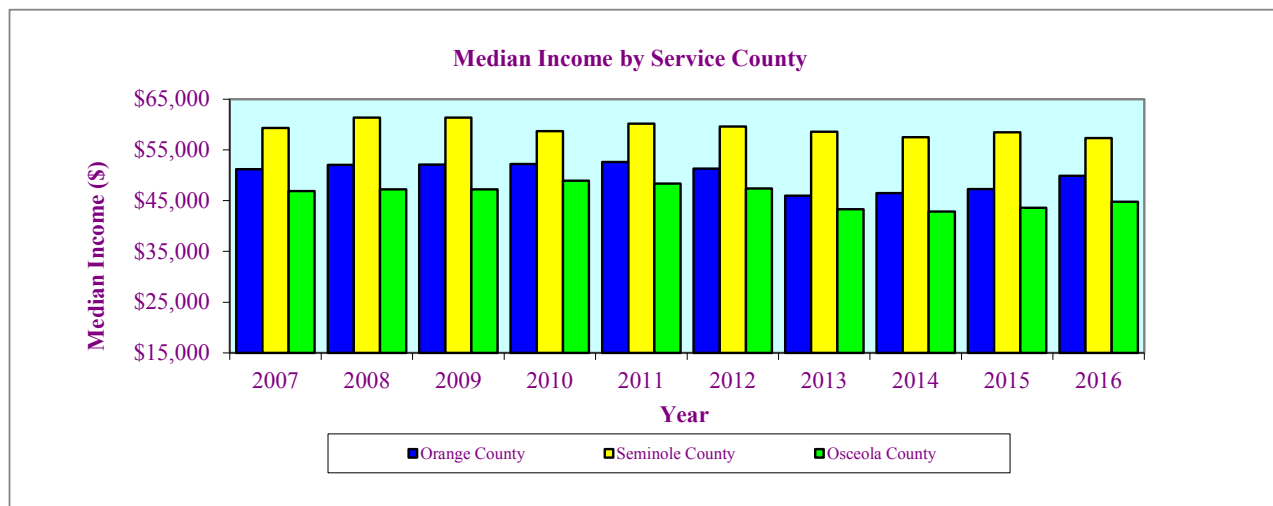
The population of the tri-county area, as a whole, increased approximately 2.43% from 2015. There was an increase every year except for 2009, 2010 and 2012. The greatest growth was in Osceola County, where the population grew approximately 4.71% compared to the previous year.

Source: Metro Orlando Economic Development Commission

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Median Household Income by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County
2007	\$51,188	\$59,354	\$46,890
2008	\$52,062	\$61,378	\$47,228
2009	\$52,130	\$61,374	\$47,244
2010	\$52,232	\$58,703	\$48,942
2011	\$52,624	\$60,210	\$48,367
2012	\$51,338	\$59,609	\$47,386
2013	\$45,968	\$58,573	\$43,332
2014	\$46,507	\$57,538	\$42,838
2015	\$47,295	\$58,481	\$43,620
2016	\$49,910	\$57,369	\$44,785



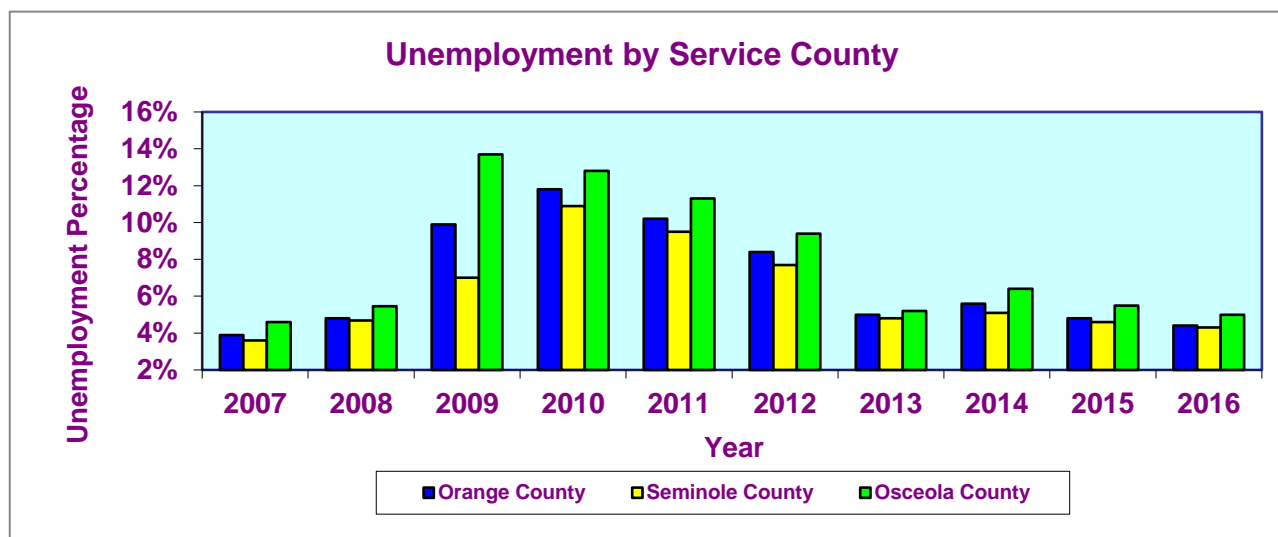
Median household income is useful in public transportation planning because it is one determinant of the need for, and probability of use, of public transportation. The lower the median income the greater, in most cases, will be the need for, and use of, public transportation.

Source: Metro Orlando Economic Development Commission

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

Unemployment by Service County Last Ten Years (Unaudited)

Year	Orange County	Seminole County	Osceola County	Region Average
2007	3.9%	3.6%	4.6%	3.3%
2008	4.8%	4.7%	5.5%	5.0%
2009	9.9%	7.0%	13.7%	10.2%
2010	11.8%	10.9%	12.8%	11.8%
2011	10.2%	9.5%	11.3%	10.3%
2012	8.4%	7.7%	9.4%	8.4%
2013	5.0%	4.8%	5.2%	4.9%
2014	5.6%	5.1%	6.4%	5.7%
2015	4.8%	4.6%	5.5%	5.0%
2016	4.4%	4.3%	5.0%	4.5%

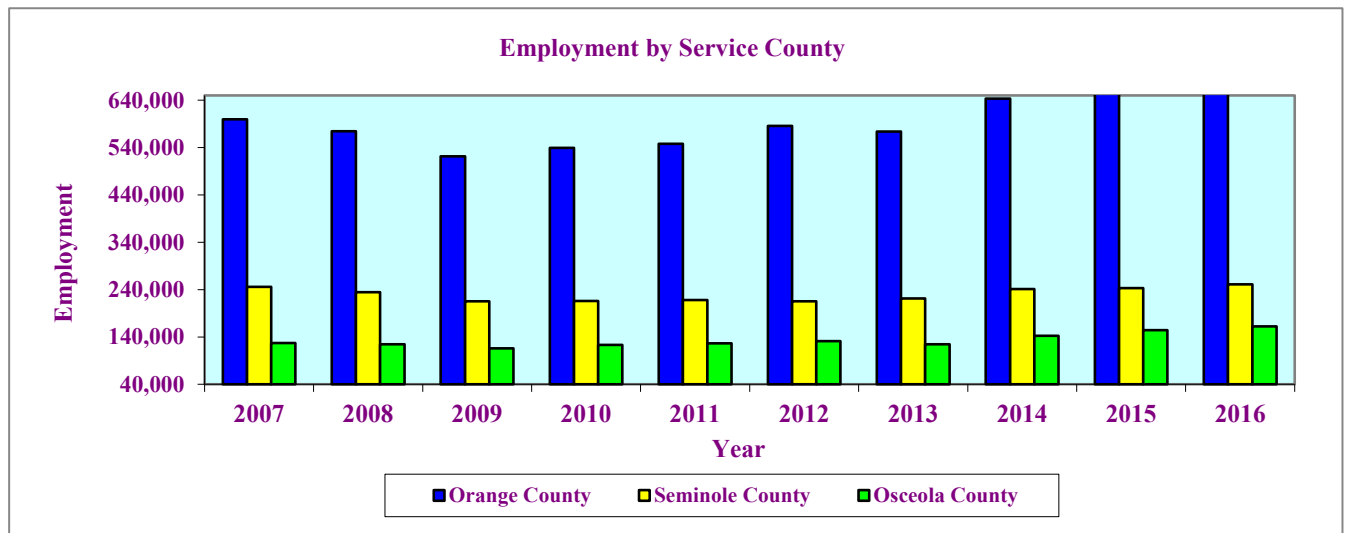


Employment and Unemployment trends are useful in the analysis of the economic vitality of a local economy. The availability of public transportation removes transportation barriers to employment, a factor which contributes to the continued need for public transportation. The yearly percentages by county are annual averages, non-seasonal based. The tri-county average for fiscal year 2016 was 4.5%, with Osceola County at 5.0% having the highest unemployment.

Source: Metro Orlando Economic Development Commission

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX
Employment by Service County
Last Ten Years
(Unaudited)**

Year	Orange County	Seminole County	Osceola County	Region Total
2007	599,487	245,764	126,783	972,034
2008	574,090	234,275	124,406	932,771
2009	521,623	215,016	115,643	852,282
2010	539,404	216,202	122,843	878,449
2011	547,816	218,049	126,431	892,296
2012	585,472	215,521	131,146	932,139
2013	573,570	221,385	124,539	919,494
2014	643,006	241,166	142,437	1,026,609
2015	692,813	243,253	154,029	1,090,095
2016	719,253	250,888	162,005	1,132,146



The tri-county area has experienced growth in employment every year except 2008, 2009 & 2013 due to the recession. 2016 was 3.85% above the 2015 level. The largest increase was Osceola County, where employment in 2016 was 5.17% above the 2015 level.

Source: Metro Orlando Economic Development Commission

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**
General Statistical Trends
Last Ten Years
(Unaudited)

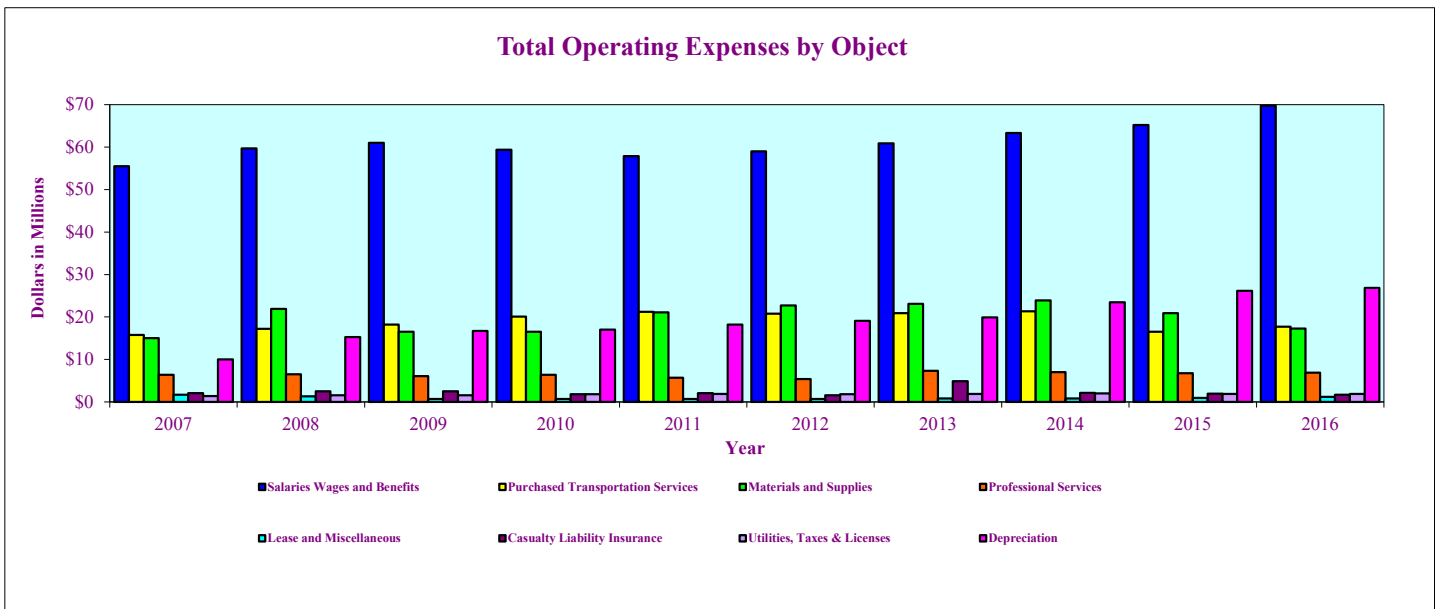
FISCAL YEAR	RIDERSHIP	NUMBER OF PEAK VEHICLES	ACTUAL VEHICLE MILES	ACTUAL VEHICLE HOURS
2007	26,078,255	240	15,475,289	1,058,929
2008	26,427,067	238	16,739,475	1,162,852
2009	23,747,795	234	16,225,409	1,108,783
2010	24,780,704	223	16,570,711	1,111,073
2011	26,996,158	225	16,503,043	1,108,489
2012	28,184,740	225	17,258,824	1,125,323
2013	28,801,896	232	16,058,513	1,126,466
2014	28,868,418	248	16,040,104	1,132,713
2015	28,327,951	255	16,470,661	1,163,956
2016	26,259,736	265	16,869,241	1,179,430

SOURCES: NTD report (MotorBus)

Number of vehicles exclude vehicles not in service at the end of the fiscal year.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**
Operating Expenses by Object
Last Ten Years
Dollars in Millions
(Unaudited)

Fiscal Year	Salaries Wages and Benefits	Purchased Transportation Services	Materials and Supplies	Professional Services	Lease and Miscellaneous	Casualty Liability Insurance	Utilities, Taxes & Licenses	Depreciation	Total Operating Expenses
2007	\$55.5	\$15.8	\$15.0	\$6.4	\$1.7	\$2.1	\$1.4	\$10.0	\$107.9
2008	\$59.7	\$17.2	\$21.9	\$6.5	\$1.3	\$2.5	\$1.6	\$15.3	\$126.0
2009	\$61.0	\$18.2	\$16.5	\$6.1	\$0.7	\$2.5	\$1.6	\$16.7	\$123.3
2010	\$59.4	\$20.1	\$16.5	\$6.4	\$0.7	\$1.8	\$1.8	\$17.0	\$123.7
2011	\$57.9	\$21.2	\$21.1	\$5.7	\$0.7	\$2.1	\$1.9	\$18.2	\$128.8
2012	\$59.0	\$20.8	\$22.7	\$5.4	\$0.7	\$1.6	\$1.8	\$19.1	\$131.1
2013	\$60.9	\$20.9	\$23.1	\$7.3	\$0.8	\$4.9	\$1.9	\$19.9	\$139.7
2014	\$63.3	\$21.4	\$23.9	\$7.0	\$0.8	\$2.2	\$2.0	\$23.5	\$144.0
2015	\$65.2	\$16.5	\$20.9	\$6.8	\$1.0	\$1.9	\$1.9	\$26.2	\$140.4
2016	\$69.7	\$17.7	\$17.3	\$6.9	\$1.2	\$1.7	\$1.9	\$26.8	\$143.4

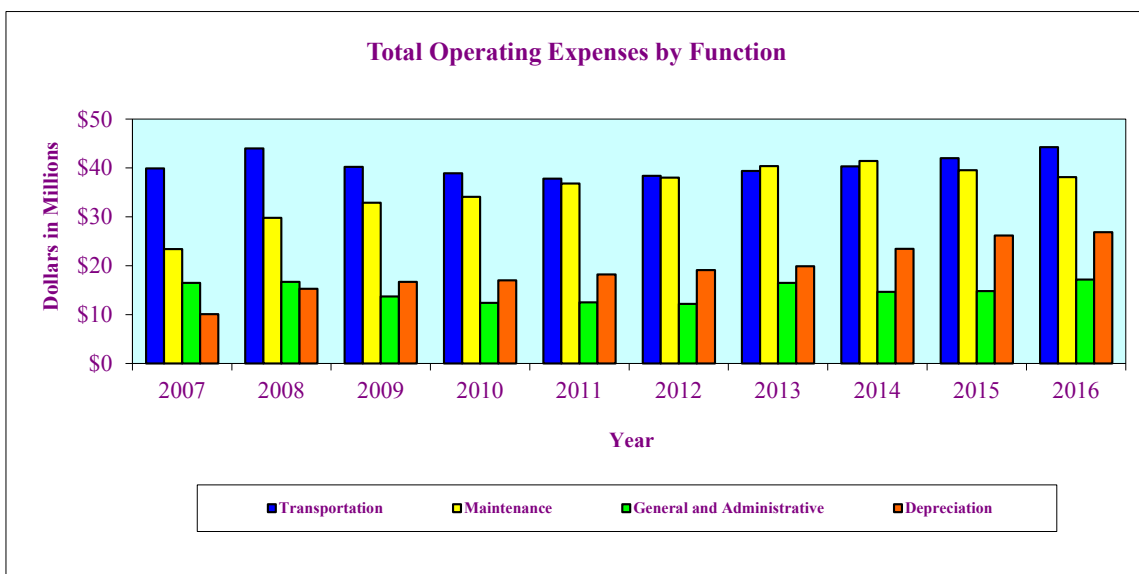


The table and graph show the annual amount for each of the 8 primary object classifications of operating expenses during the last ten years. Total operating expenses for fiscal year 2016 reflects a 36.19% increase from fiscal year 2007. At 48.13% of total operating expenses in fiscal year 2016, the Salaries, Wages and Benefits object is the largest object and has increased by 6.9% as compared to fiscal year 2015 due to increases in scheduled services to meet ridership demand.

Source: Financial Statements

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**
Operating Expenses by Function
Last Ten Years
Dollars in Millions
(Unaudited)

Fiscal Year	Transportation	Maintenance	Paratransit	General and Administrative	Depreciation	Total Operating Expenses
2007	\$39.9	\$23.4	\$18.0	\$16.5	\$10.1	\$107.9
2008	\$44.0	\$29.8	\$20.2	\$16.7	\$15.3	\$126.0
2009	\$40.2	\$32.9	\$19.8	\$13.7	\$16.7	\$123.3
2010	\$38.9	\$34.1	\$21.3	\$12.4	\$17.0	\$123.7
2011	\$37.8	\$36.8	\$23.5	\$12.5	\$18.2	\$128.8
2012	\$38.4	\$38.0	\$23.4	\$12.2	\$19.1	\$131.1
2013	\$39.4	\$40.4	\$23.5	\$16.5	\$19.9	\$139.7
2014	\$40.3	\$41.4	\$24.1	\$14.7	\$23.5	\$144.0
2015	\$42.0	\$39.5	\$17.9	\$14.8	\$26.2	\$140.4
2016	\$44.3	\$38.1	\$18.4	\$17.2	\$26.8	\$144.8



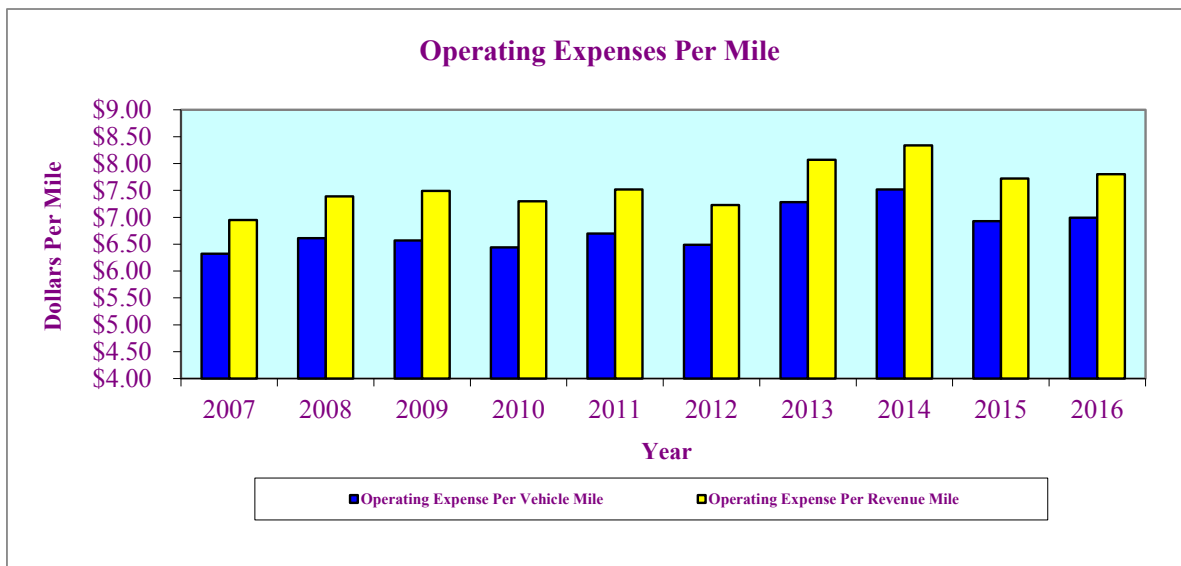
This table and graph show operating expenses by function for the last ten years. Total operating expenses for 2016 are 34.19% greater than 2007. Maintenance expenses in 2016 are % over the 2007 level; the greatest increase is due to increased demand for maintenance services resulting from an expanded revenue vehicles fleet and completion of office and maintenance facilities during the last 10-year period. Depreciation costs rose 165.34% over the same period due to acquisition of new vehicles and completion of new office and maintenance buildings in 2007 and 2008. Transportation expenses increased in 2016 due mainly to expanded service routes. General and Administrative costs have fluctuated during the 10- year period, reaching a peak in 2016.

Source: Financial Statements

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**Operating Expenses Per Mile
Last Ten Years
(Unaudited)**

Fiscal Year	Vehicle Miles	Revenue Miles	Operating Expense Per Vehicle Mile	Operating Expense Per Revenue Mile
2007	15,475,289	14,072,186	\$6.32	\$6.95
2008	16,739,475	14,985,672	\$6.61	\$7.39
2009	16,215,911	14,230,128	\$6.57	\$7.49
2010	16,570,711	14,612,279	\$6.44	\$7.30
2011	16,503,043	14,714,555	\$6.70	\$7.52
2012	17,258,824	15,487,372	\$6.49	\$7.23
2013	16,058,513	14,468,719	\$7.28	\$8.07
2014	16,040,104	14,464,800	\$7.52	\$8.34
2015	16,470,661	14,791,484	\$6.93	\$7.72
2016	16,869,241	15,110,465	\$6.99	\$7.80



The table and graph show total miles and operating expenses per mile by year for the past ten years. These provide, directly and indirectly, some key operational indicators such as efficiency in use of operating assistance funding and the quality of the maintenance program. In 2016 the increase in Operating Expense Per Vehicle Mile and Revenue Mile is due to increases in labor and maintenance and costs. The ratio of Revenue Miles versus Vehicle Miles represents the level of service miles delivered to patrons versus the total level of miles required to service all routes.

Source: Financial Statements
National Transit Database report

**CENTRAL FLORIDA REGIONAL TRANSPORTATION d/b/a
LYNX
Risk Management
Insurance Policies - Fiscal Year 2016
(Unaudited)**

Insurance Company	Policy	Premium	Limits	Deductible/SIR	Commission/Fee
American Home Assurance Company	Property	\$125,408	\$71,042,965	\$10,000 per occurrence, except as noted	0%
	Named Windstorm	Included	\$25,000,000	5% of TIV at time of loss at each covered location subject to minimum \$100,000	
	Flood	Included	\$10,000,000	\$100,000	
	Earth Movement	Included	\$50,000,000	\$100,000	
	Ordinance & Law	Included	Included		
	Debris Removal	Included	Included		
	Equipment Breakdown	Included	\$71,042,965	\$10,000	
	Sub-total	\$125,408			
PGIT (Preferred Governmental Insurance Trust)	Crime	\$1,175			0%
	Forgery & Alteration	Included	\$250,000	\$1,000	
	TDD	Included	\$250,000	\$1,000	
	Employee Dishonesty	Included	\$250,000	\$1,000	
	Computer Fraud	Included	\$250,000	\$1,000	
	Sub-total	\$1,175			0%
	General Liability				
	General Liability	\$31,593	\$1,000,000	\$200,000	
	EBL	Included	\$1,000,000	\$200,000	
	Sub-total	\$31,593			0%
	Public Officials/EPLI				
	Public Officials	\$84,283	\$2,000,000	\$100,000	
	EPLI	Included	\$2,000,000	\$100,000	
	Sub-total	\$84,283			0%
	Automobile				
	Auto Liability/UM/MedPay	Rejected	N/A	N/A	
	Auto Physical Damage	\$220,382	Symbol 10	\$1,000 / \$10,000	
	Sub-total	\$220,382			
	Total Premium This Page	\$462,841			

**CENTRAL FLORIDA REGIONAL TRANSPORTATION d/b/a
LYNX
Risk Management
Insurance Policies - Fiscal Year 2015
(Unaudited)**

Insurance Company	Policy	Premium	Limits	Deductible/SIR	Commission/Fee
Zurich American Insurance Co.			\$76,960,831	\$10,000 per occurrence, except FLAT Named Windstorm Per Occurrence	0%
	Property	\$178,856			
	Named Windstorm	Included	\$1,950,000		
	Flood	Included	\$10,000,000	\$100,000	
	Ordinance & Law	Included	Included		
	Debris Removal	Included	Included		
	Boiler & Machinery	Included	Included		
	Sub-total	\$178,856			
PGIT (Preferred Governmental Insurance Trust)	Crime	\$1,175			0%
	Forgery & Alteration	Included	\$250,000	\$1,000	
	TDD	Included	\$250,000	\$1,000	
	Employee Dishonesty	Included	\$250,000	\$1,000	
	Computer Fraud	Included	\$250,000	\$1,000	
	Sub-total	\$1,175			
	General Liability				0%
	General Liability	\$26,019	\$1,000,000	\$200,000	
	EBL	Included	\$1,000,000	\$200,000	
	Sub-total	\$26,019			
	Public Officials/EPLI				0%
	Public Officials	\$76,386	\$2,000,000	\$100,000	
	EPLI	Included	\$2,000,000	\$100,000	
	Sub-total	\$76,386			
	Automobile				0%
	Auto Liability/UM/MedPay	Rejected	N/A	N/A	
	Auto Physical Damage	\$109,451	Symbol 10	\$1,000 / \$10,000	
	Sub-total	\$109,451			
	Total Premium This Page	\$391,887			

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CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2016

FEDERAL GRANTOR/ PROGRAM TITLE	Federal CFDA Number	Project Number	Program or Award Amount	September 30, 2015 Receivable	Receipts	Expenditures	September 30, 2016 Receivable	Passed Through to Subrecipients
Department of Transportation Federal Transit Cluster								
Capital assistance	20.500	FL03-0340	\$ 7,920,000	\$ 36,444	\$ (56,400)	\$ 20,091	\$ 135	\$ -
Capital assistance	20.500	FL04-0052	5,903,200	-	(28,318)	28,318	-	-
Capital assistance	20.500	FL04-0112	1,149,050	405,010	(558,645)	462,540	308,905	-
Capital assistance	20.500	FL04-0147	1,233,132	76,382	(188,477)	117,165	5,070	-
Capital assistance	20.500	FL04-0161	2,050,000	18,614	(19,870)	1,256	-	-
Capital assistance	20.500	FL04-0172	1,056,800	18,030	(55,411)	44,695	7,314	-
Capital assistance	20.500	FL04-0185	8,390,860	-	(5,377)	6,464,758	6,459,381	-
Capital assistance	20.500	FL05-0113	722,205	16,085	(16,085)	-	-	-
			28,425,247	570,565	(928,583)	7,138,823	6,780,805	-
Capital assistance								
Capital assistance	20.507	FL90-X688	22,317,593	602	(46,843)	46,241	-	-
Capital assistance	20.507	FL90-X726	22,243,009	2,080	(75,020)	277,227	204,287	-
Capital assistance	20.507	FL90-X757	1,274,422	570	(32,031)	31,461	-	-
Capital assistance	20.507	FL90-X773	20,549,869	40,718	(88,108)	54,100	6,710	-
Capital assistance	20.507	FL90-X789	20,903,149	174,666	(635,483)	532,690	71,873	-
Capital assistance	20.507	FL90-X826	23,509,503	487,132	(1,930,913)	1,844,553	400,772	-
Capital assistance	20.507	FL90-X858	25,317,482	892,311	(9,829,915)	9,064,307	126,703	-
Capital assistance	20.507	FL90-X885	10,630,000	1,542,616	(5,927,376)	9,984,130	5,599,370	-
Capital assistance	20.507	FL95-X054	6,025,050	12,223	(26,271)	14,157	109	-
Capital assistance	20.507	FL95-X060	8,767,706	6,837	(6,837)	-	-	-
Capital assistance	20.507	FL95-X068	6,297,975	24,653	(328,527)	310,080	6,206	-
Capital assistance	20.507	FL95-X071	7,685,383	-	(897,591)	897,591	-	-
Capital assistance	20.507	FL95-X101	7,850,500	156,980	(1,338,550)	1,743,914	562,344	-
Capital assistance	20.507	ZZ-FTA-PREAWARD	-	-	-	1,427,654	1,427,654	-
			183,371,641	3,341,388	(21,163,465)	26,228,105	8,406,028	-
Federal Transit - State of Good Repair Formula Grant								
Capital assistance	20.525	FL54-0002	426,112	9,479	(16,964)	7,485	-	-
			426,112	9,479	(16,964)	7,485	-	-
Federal Transit - Bus and Bus Facilities Formula Program								
20.526		FL34-0031	5,443,294	-	(5,443,294)	5,443,294	-	-
			5,443,294	-	(5,443,294)	5,443,294	-	-
Total Federal Transit Cluster								
			217,666,294	3,921,432	(27,552,306)	38,817,707	15,186,833	-

(Continued)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2016

FEDERAL GRANTOR/ PROGRAM TITLE	Federal CFDA Number	Project Number	Program or Award Amount	September 30, 2015 Receivable	Receipts	Expenditures	September 30, 2016 Receivable	Passed Through to Subrecipients
Federal Transit: National Infrastructure Investments								
Capital assistance	20.933	FL79-0001	13,000,000	766,726	(6,756,503)	7,314,172	1,324,395	-
			13,000,000	766,726	(6,756,503)	7,314,172	1,324,395	-
Federal Transit: Metropolitan Transportation Planning Passed through the Metroplan Orlando								
20.505	FL80-X023		262,531	9,043	(17,637)	8,594	-	-
20.505	FL80-X024		287,162	5,651	(70,810)	157,798	92,639	-
20.505	FL80-X025		331,466	-	(169,506)	195,907	26,401	-
			881,159	14,694	(257,953)	362,299	119,040	-
Federal Transit: Formula Grants for Rural Areas Passed through Florida Department of Transportation Capital Assistance	20.509	AQU34	1,720,871	187,130	(187,130)	382,837	382,837	-
			1,720,871	187,130	(187,130)	382,837	382,837	-
Transit Services Programs Cluster								
Federal Transit: Job Access Reverse Commute								
20.516	AQN92		587,775	18,726	(21,965)	3,239	-	-
20.516	AR064		1,421,955	-	(191,484)	241,027	49,543	-
20.516	FL37-X076		1,412,661	-	(86,788)	86,788	-	-
			3,422,391	18,726	(300,237)	331,054	49,543	-
Federal Transit: Enhanced Mobility of Seniors and Individuals with Disabilities								
20.513	FL16-X019		2,560,222	114,004	(1,862,295)	1,921,993	173,702	82,087
20.513	G0327		674,915	3,540	(96,454)	161,010	68,096	-
			3,235,137	117,544	(1,958,749)	2,083,003	241,798	82,087
Federal Transit: New Freedom Program								
20.521	AQN72		35,000	-	-	14,350	14,350	14,350
20.521	AQN91		859,729	18,803	(56,678)	90,698	52,823	-
20.521	FL57-X034		866,759	12,999	(14,106)	1,107	-	-
20.521	FL57-X042		868,092	12,748	(38,683)	25,935	-	-
			2,629,580	44,550	(109,467)	132,090	67,173	14,350
Total Transit Services Program Cluster			9,287,108	180,820	(2,368,453)	2,546,147	358,514	96,437
Federal Transit - Alternatives Analysis Planning Assistance								
20.522	FL39-0013		1,200,000	86,617	(140,269)	53,763	111	-
			1,200,000	86,617	(140,269)	53,763	111	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 243,755,432	\$ 5,157,419	\$ (37,262,614)	49,476,925	\$ 17,371,730	\$ 96,437
NONOPERATING REVENUE PORTION						14,222,627		
CONTRIBUTED CAPITAL						\$ 35,254,298		

See Notes to Schedules of Expenditures of Federal Awards and Local and State Financial Assistance

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF LOCAL FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2016

GRANT NUMBER/ SOURCE	Program or Award Amount	September 30, 2015 Unearned (Receivable)	Transfers/ Receipts	Expenditures	September 30, 2016 Unearned (Receivable)
LOCAL MATCHING GRANTS:					
N/A, AQN72	\$ 35,000	\$ -	\$ 14,350	\$ 14,350	\$ -
N/A, AQN91	859,729	-	90,698	90,698	\$ -
N/A, AQN92	587,775	-	3,240	3,240	-
N/A, AQU34	495,304	-	382,837	382,837	-
N/A, AQV49	10,273,732	-	10,273,732	10,273,732	-
N/A, AR064	1,421,955	-	241,027	241,027	-
N/A, AR12	355,389	-	182,118	182,118	-
N/A, AR13	281,621	-	166,806	166,806	-
N/A, ARC29	449,724	-	22,468	22,468	-
N/A, ARP60	78,118	-	29,452	29,452	-
N/A, FL-16-X019	1,388,921	-	716,982	716,982	-
N/A, FL-37-X076	1,401,326	-	86,787	86,787	-
N/A, FL-39-0013	300,000	-	13,441	13,441	-
N/A, FL-57-X034	790,845	-	1,109	1,109	-
N/A, FL-57-X042	841,102	-	25,936	25,936	-
N/A, FL-90-X757	1,242,162	-	31,461	31,461	-
N/A, G0180	414,228	-	310,958	310,958	-
N/A, G0327	674,915	-	161,010	161,010	-
N/A, G0B90	473,774	-	118,522	118,522	-
Private Partners (Shelters and Vans)	-	106,010	-	6,950	99,060
City of Orlando (LYNX-Orlando Trail Project)	1,541,415	272,305	-	27,904	244,401
City of Orlando (LYMMO East-West Project)	9,920,000	-	4,496	4,496	-
City of Orlando (LYMMO Parramore Project)	16,250,000	-	2,093,791	2,093,791	-
City of Orlando (Mills District Shelter Project)	70,000	36,146	-	16	36,130
City of Orlando (Parramore Environmental)	662,581	-	125,507	125,507	-
City of Orlando (Parramore Project C)	327,912	-	327,912	198,741	129,171
City of Orlando (LYMMO CEI)	896,000	-	199,751	199,751	-
Orange County (Pine Hills SuperStop) Project)	1,250,000	250,000	-	-	250,000
Orange County Capital	1,687,947	1,682,757	2,200,023	3,883,772	(992)
Osceola County Capital	193,753	211,165	185,858	193,753	203,270
Seminole County Capital	216,984	225,537	205,463	167,129	263,871
Other Local Capital	-	86,115	-	-	86,115
Total matching grants	\$ 55,347,212	\$ 2,870,035	\$ 18,201,385	19,760,394	\$ 1,311,026
Customer fares and operating assistance				12,858,584	
Contributed capital portion				\$ 6,901,810	
LOCAL GRANTS AND CONTRACT SERVICES:					
Operating assistance:					
Orange County		\$ -	\$ 39,730,495	\$ 39,730,495	\$ -
City of Orlando		-	4,054,526	4,054,526	-
Seminole County		-	1,562,870	1,562,870	-
Osceola County		-	1,160,691	1,160,691	-
Total nonoperating revenue portion		\$ -	\$ 46,508,582	\$ 46,508,582	\$ -
Contract services:					
Seminole County		\$ -	\$ 3,948,230	\$ 3,948,230	\$ -
Osceola County		-	5,203,591	5,203,091	500
City of Orlando (LYMMO)		(183,963)	2,020,043	2,407,822	(571,742)
City of Altamonte Springs		-	120,900	120,900	-
City of Sanford		-	756,967	756,967	-
Disney		-	162,171	324,341	(162,170)
Econ River High School		-	-	47,197	(47,197)
University of Central Florida (UCF)		(24,690)	130,335	134,697	(29,052)
Shingle Creek		(17,215)	101,902	101,572	(16,885)
Polk County		(157,420)	700,188	653,690	(110,922)
Lake County		-	259,990	259,990	-
Total Local Financial Assistance		(383,288)	13,404,317	13,958,497	(937,468)
Other Contractual Services					
Local - Shuttles		(4,944)	109,865	115,696	(10,775)
State - Transportation Disadvantage		(621,196)	3,416,577	3,862,082	(1,066,701)
Other Contractual Services		(1,986)	13,497	14,214	(2,703)
Total Other Contractual Services		(628,126)	3,539,939	3,991,992	(1,080,179)
Total contract services		\$ (1,011,414)	\$ 16,944,256	\$ 17,950,489	\$ (2,017,647)

See notes to Schedules of Expenditures of Federal Awards and Local and State Financial Assistance.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2016

STATE GRANTOR PROGRAM TITLE, CONTRACT NO., WPI NO., JOB NO.	CSFA Number	Program or Award Amount	September 30, 2015 Receivable	Receipts/ Adjustments	Expenditures	September 30, 2016 Receivable
<u>Florida Department of Transportation</u>						
N/A, AQV49	55.010	\$ 39,570,004	\$ 5,051,642	\$ (10,188,508)	\$ 10,273,732	\$ 5,136,866
		<u>39,570,004</u>	<u>5,051,642</u>	<u>(10,188,508)</u>	<u>10,273,732</u>	<u>5,136,866</u>
N/A, ARA12	55.012	355,389	19,277	(141,150)	182,117	60,244
N/A, ARA13	55.012	281,621	16,640	(126,493)	166,805	56,952
N/A, ARC29	55.012	449,724	52,357	(74,825)	22,468	-
N/A, ARD60	55.012	3,477,743	255,416	(962,670)	1,067,172	359,918
N/A, ARP60	55.012	78,118	7,034	(24,079)	29,452	12,407
		<u>4,642,595</u>	<u>350,724</u>	<u>(1,329,217)</u>	<u>1,468,014</u>	<u>489,521</u>
Total Florida Department of Transportation		<u>44,212,599</u>	<u>5,402,366</u>	<u>(11,517,725)</u>	<u>11,741,746</u>	<u>5,626,387</u>
<u>Florida Transportation Disadvantaged Commission</u>						
N/A, G0B90	55.001	4,263,969	-	-	1,066,701	1,066,701
N/A, G0180	55.001	<u>3,728,050</u>	<u>621,196</u>	<u>(3,416,577)</u>	<u>2,795,381</u>	<u>-</u>
		<u>7,992,019</u>	<u>621,196</u>	<u>(3,416,577)</u>	<u>3,862,082</u>	<u>1,066,701</u>
TOTAL STATE FINANCIAL ASSISTANCE		\$ 52,204,618	\$ 6,023,562	\$ (14,934,302)	\$ 15,603,828	\$ 6,693,088
<u>Other State Contracts</u>						
N/A, BDV03	N/A	<u>1,382,280</u>	<u>343,999</u>	<u>(1,492,898)</u>	<u>1,501,172</u>	<u>352,273</u>
TOTAL STATE FINANCIAL ASSISTANCE			\$ <u>6,367,561</u>	\$ <u>(16,427,200)</u>	17,105,000	\$ <u>7,045,361</u>
CONTRACT SERVICES PORTION					3,839,480	
NONOPERATING REVENUE PORTION					<u>13,014,393</u>	
CONTRIBUTED CAPITAL PORTION					\$ <u>251,127</u>	

See notes to Schedules of Expenditures of Federal Awards
and Local and State Financial Assistance.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS AND
LOCAL AND STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2016**

1. The Schedules of Expenditures of Federal Awards and Local and State Financial Assistance are prepared on the accrual basis of accounting.
2. All grants subject to the Florida Single Audit Act are included on the Schedule of State Financial Assistance. All grants subject to Single Audit in conformance with Uniform Guidance are included on the Schedule of Expenditures of Federal Awards. Local financial assistance is not subject to Single Audit.
3. The Authority utilized state toll revenue credits received from the Florida Department of Transportation under the following awards to satisfy federal and state matching requirements:

Grant	Award Amount	Toll Revenue Credits Applied during Fiscal 2016
FL-04-0112	\$ 1,149,050	\$ 115,635
FL-04-0161	2,050,000	314
FL-04-0172	1,056,800	11,174
FL-54-0002	426,112	1,871
FL-90-X726	22,243,009	69,307
FL-90-X773	20,549,869	7,383
FL-90-X826	23,509,503	417,372
FL-90-X858	25,317,482	2,266,077
FL-90-X885	10,630,000	2,496,033
FL-95-X054	6,025,050	3,539
FL-95-X068	6,297,975	77,520
FL-95-X071	7,685,383	224,398
FL-95-X101	7,850,500	435,979
Total	\$ 134,790,733	\$ 6,126,602

4. Contract services presented on the Schedule of Local Financial Assistance include only those services provided to local governmental units.
5. The Authority did not elect to use the 10 percent de minimis indirect cost rate as permitted by 2 CFR 200.414(f).

**Report of Independent Auditor on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Board of Directors of
Central Florida Regional Transportation Authority:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the statements of net position of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") as of September 30, 2016, and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 15, 2017.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting ("internal control") as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designated to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, reading "Cheryl Behrman" followed by a stylized flourish.

Orlando, Florida
March 15, 2017

**Report of Independent Auditor on Compliance for
Each Major Program and State Financial Assistance Project and on Internal
Control Over Compliance Required by the Uniform Guidance and
Chapter 10.550, Rules of the Auditor General**

To the Board of Directors
Central Florida Regional Transportation Authority:

Report on Compliance for Each Major Federal Program and State Financial Assistance Project

We have audited Central Florida Regional Transportation Authority d/b/a LYNX's (the "Authority") compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* and the requirements described in the State of Florida Department of Financial Services' State Projects Compliance Supplement, that could have a direct and material effect on each of the Authority's major federal programs and state financial assistance projects for the year ended September 30, 2016. The Authority's major federal programs and state financial assistance projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs and state financial assistance projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Authority's major federal programs and state financial assistance projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the requirements of Title 2 U.S. *Code of Federal Regulation* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"); and Chapter 10.550, Rules of the Auditor General. Those standards, the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state financial assistance project occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state financial assistance project. However, our audit does not provide a legal determination of the Authority's compliance.

Opinion on Each Major Federal Program and State Financial Assistance Project

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state financial assistance projects for the year ended September 30, 2016.

Report on Internal Control over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal program or state financial assistance project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state financial assistance project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state financial assistance project on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state financial assistance project will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state financial assistance project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Handwritten signature of Cheryl Behrman in black ink.

Orlando, Florida
March 15, 2017

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS PROGRAMS AND STATE FINANCIAL ASSISTANCE PROJECTS**

FOR THE YEAR ENDED SEPTEMBER 30, 2016

Part I - Summary of Auditor's Results

Financial Statement Section

Type of auditor's report issued:	<u>Unmodified</u>		
Internal control over financial reporting:			
Material weakness(es) identified?	<u> </u> yes	<u> x </u> no	
Significant deficiency(ies) identified?	<u> </u> yes	<u> x </u> none reported	
Noncompliance material to financial statements noted?	<u> </u> yes	<u> x </u> no	

Federal Awards and State Projects Section

Internal control over major programs:			
Material weakness(es) identified?	<u> </u> yes	<u> x </u> no	
Significant deficiency(ies) identified?	<u> </u> yes	<u> x </u> none reported	
Type of auditor's report on compliance for major federal programs and state projects:	<u>Unmodified</u>		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	<u> </u> yes	<u> x </u> no	
Any audit findings disclosed that are required to be reported in accordance with Chapter 10.550 for state projects?	<u> </u> yes	<u> x </u> no	

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS PROGRAMS AND STATE FINANCIAL ASSISTANCE PROJECTS**

FOR THE YEAR ENDED SEPTEMBER 30, 2016

Part I - Summary of Auditor's Results (continued)

Federal Awards and State Projects Section (continued)

Identification of major federal programs and state projects:

Federal Programs:

Name of Program or Cluster	CFDA Number
U.S. Department of Transportation:	
Federal Transit Cluster	20.500/20.507/20.525/20.526
Transit Services Program Cluster	20.513/20.516/20.521
Tiger Grant	20.933

State Projects:

Name of Project	CSFA Number
State of Florida Department of Transportation:	
Public Transit Block Grant	55.010

Dollar threshold used to determine Type A programs:

Federal	\$ 1,484,308
State	\$ 513,150

Auditee qualified as low-risk auditee for federal purposes?

☒ yes ☐ no

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a
LYNX**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS -
FEDERAL AWARDS PROGRAMS AND STATE FINANCIAL ASSISTANCE PROJECTS**

FOR THE YEAR ENDED SEPTEMBER 30, 2016

Part II - Schedule of Financial Statement Findings

This section identifies the significant deficiencies, material weaknesses, fraud, illegal acts, violations of provisions of contracts and grant agreements, and abuse related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

There were no findings required to be reported in accordance with *Government Auditing Standards*.

Part III - Federal Award Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major federal programs, as required to be reported by 2 CFR 200.516(a).

There were no findings required to be reported by 2 CFR 200.516(a).

Part IV - State Project Findings and Questioned Costs

This section identifies the significant deficiencies, material weaknesses, and material instances of noncompliance, including questioned costs, as well as any material abuse findings, related to the audit of major state projects, as required to be reported by Chapter 10.550, *Rules of the Auditor General - Local Governmental Entity Audits*.

There were no findings required to be reported by Chapter 10.550, *Rules of the Auditor General - Local Governmental Entity Audits*.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
SCHEDULE OF PRIOR AUDIT FINDINGS AND CORRECTIVE ACTION PLAN
FEDERAL AWARDS PROGRAMS AND STATE FINANCIAL ASSISTANCE PROJECTS

FOR THE YEAR ENDED SEPTEMBER 30, 2016

Prior Year Audit Finding:

There were no audit findings in the prior year that required corrective action.

Current Year Audit Findings:

There were no audit findings in the current year that required corrective action.

Independent Auditor's Management Letter

To the Board of Directors
Central Florida Regional Transportation Authority:

Report on the Financial Statements

We have audited the financial statements of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") as of and for the years ended September 30, 2016 and 2015, and have issued our report thereon dated March 15, 2017.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and Chapter 10.550, Rules of the Auditor General.

Other Reports and Schedule

We have issued our Report of Independent Auditor on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Report of Independent Auditor on Compliance for Each Major Federal Program and State Financial Assistance Project and on Internal Control Over Compliance Required by Uniform Guidance and Chapter 10.550, Rules of the Auditor General; Schedule of Findings and Questioned Costs – Federal Awards Programs and State Financial Assistance Projects; and Report of Independent Accountant on Compliance with Local Government Investment Policies regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 15, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report. No findings or recommendations were made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. Refer to Note 1 in the notes to the financial statements regarding the creation of the Authority.

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires that we report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, the results of our tests did not indicate the Authority met any of the specified conditions of a financial emergency

contained in Section 218.503(1), Florida Statutes. However, our audit does not provide a legal determination on the Authority's compliance with this requirement.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Authority for the fiscal years ended September 30, 2016 and 2015, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal years ended September 30, 2016 and 2015. Our comparison of these two reports resulted in no material differences.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

The purpose of this management letter is to communicate certain matters prescribed by Chapter 10.550, Rules of the Auditor General. Accordingly, this management letter is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "Cheryl Behrman". The signature is written in a cursive, flowing style.

Orlando, Florida
March 15, 2017

**Report of Independent Accountant on Compliance
with Local Government Investment Policies**

To the Board of Directors
Central Florida Regional Transportation Authority:

Report on Compliance

We have examined the Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, for the year ended September 30, 2016. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Scope

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

Opinion

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2016.



Orlando, Florida
March 15, 2017

Action Agenda Item #8.C

To: LYNX Board of Directors

From: Thomas Stringer
CHIEF OPERATIONS OFFICER
Juan Battle
(Technical Contact)
LEONARD ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Increase the Not-To-Exceed Amount of the Contract with MEARS Destination Services for Route 208 LYNX Service

Date: 5/25/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the Contract with Mears Destination Services for service delivery of the LYNX 208 Route from Sand Lake SunRail Station to LYNX' Kissimmee Intermodal Station to increase the not-to-exceed amount by \$571,161 from \$812,478 to \$1,383,639 for the period of February 2016 through April 30, 2017.

BACKGROUND:

In January 2017 the Board authorized increasing the not to exceed amount to \$1,377,310. This Board item is being submitted because the January Board item did not fully explain the need for the increase.

Florida Department of Transportation (FDOT) contacted LYNX to provide a feeder service from the Sand Lake SunRail Station to the Kissimmee Intermodal Station to mirror the proposed phase 2 of the SunRail expansion. LYNX developed an express route to accommodate the request; Link 208. This route travels from Sand Lake SunRail Station to LYNX Kissimmee Intermodal Station making only one additional stop before reaching the end of the line. The service was launched in May of 2014 as a pilot project and is operated by Mears Destination Services.

The contract with Mears Destination Services for this pilot project had an initial not-to-exceed amount of \$812,478. The Board authorized extending the pilot for one year in March 2015 and the initial not-to-exceed amount was exhausted in February of 2016.

Due to turnover in staff, the request to increase the not-to-exceed amount in the contract was not submitted timely. It is necessary to increase the not-to-exceed amount for the period of February 2016 through September 2016 in the amount of \$302,806, for October 2016 through the contract end date of April 30, 2017 in the amount of \$268,355 which includes the additional 5 weeks extension period through April 30, 2017 in the amount of \$43,846. The increase in the not-to-exceed amount in this Board item is \$6,329 higher than the amount requested in the January 2017 Board item due to an increase in the fuel surcharge by Mears.

FISCAL IMPACT:

LYNX staff included \$601,821 in the FY2017 Amended Operating Budget for Link 208 of which \$193,055 is from FDOT.

Mears Destination Services LYNX route 208	
	Actual/Projected Expenses
May 2014 - September 2014	\$ 196,207
October 2014 - September 2015	465,402
October 2015 - February 2016	150,869
February 2016 - September 2016	302,806
October 2016 - September 2017	268,355 (1)
	<u>\$ 1,383,639</u>

(1) - This amount is for October 1, 2016 through April 30, 2017, this includes the five (5) week contract extension in the amount of \$43,846.

This increase is within the FY2017 Amended Operating Budget.

Work Session Item #9.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: US 192 Rapid Transit Project Update

Date: 5/25/2017

ACTION REQUESTED:

Osceola County has requested that the LYNX Board be provided an update on the US 192 Rapid Transit Project and is requesting adoption of the refined local preferred alternative for the US 192 Rapid Transit Project.

BACKGROUND:

Osceola County is proposing a change, or a refinement, to the US 192 Locally Preferred Alternative (LPA) originally adopted in 2013 and supported with resolutions from the following entities:

- West 192 Redevelopment Authority
- City of Kissimmee
- Osceola County
- LYNX
- Metroplan Orlando

Osceola County has provided information for this Board meeting and is attached.



US 192

Rapid Transit Project Update

May 15, 2017



Kimley»Horn

Expect More. Experience Better.
233 of 298





US 192



PROJECT BACKGROUND

- US 192 AA (December 2013)
- LPA Phase 1 (October 2015)
- Refined LPA (May 2017)
- US 192 Partner Agency Coordination (ongoing)





US 192



PROJECT UPDATE OVERVIEW

- ☒ BRT Project Adopted in LRTP
- ☒ Regional Transit Connector
- ☒ Funding Commitments (PD&E, O&M)
- ☒ More Competitive FTA Project
- ☒ Reduced Capital and O&M Costs
- ☒ Enhanced Ridership
- ☐ Local Partners Support



US 192



REFINED LPA PROJECT DESCRIPTION

- Total Capital Cost: \$70-75 Million (2017\$)
 - Reduction of ~40% compared to LPA Phase 1 capital cost
- Dedicated Guideway: 7-mile Business Access and Transit (BAT) Lane
 - Reduced construction time and impacts using extended auxiliary lane
- Service Frequency: 10-15 minutes daily
- Total Ridership: ~5,200 boardings¹ (BRT and local routes)
 - 45-65% of existing ridership served by BRT stops
- BRT Travel Time Savings²: 16-20% compared to local bus
 - Increased stop spacing, reduced traffic congestion impacts with BAT lanes, transit signal priority at signalized intersections and queue jumps

¹Existing Build 2016 projections. Based on 2016 ridership and model data.

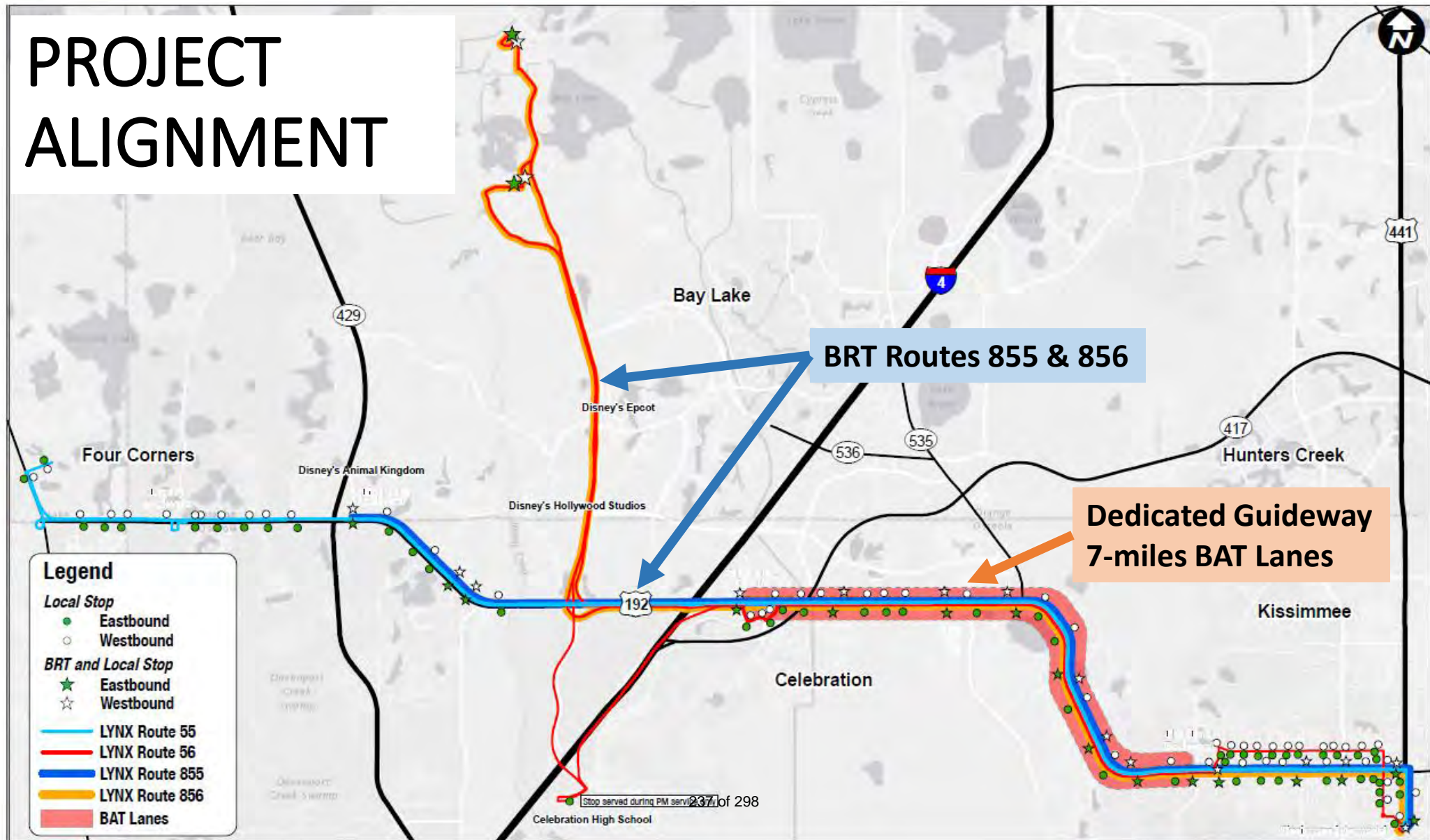
²Based on actual travel time data collected Nov 2016 - Jan 2017



US 192



PROJECT ALIGNMENT





US 192



TRAVEL TIME COMPARISON

BRT Route	Existing Local Route Travel Time (min)	BRT Route Travel Time (min)	% Change ⁽³⁾
855 EB	52.4 ⁽¹⁾	44.0	-16%
855 WB	54.0 ⁽¹⁾	43.1	-20%
856 EB	61.1 ⁽²⁾	51.0	-17%
856 WB	66.8 ⁽²⁾	55.9	-16%

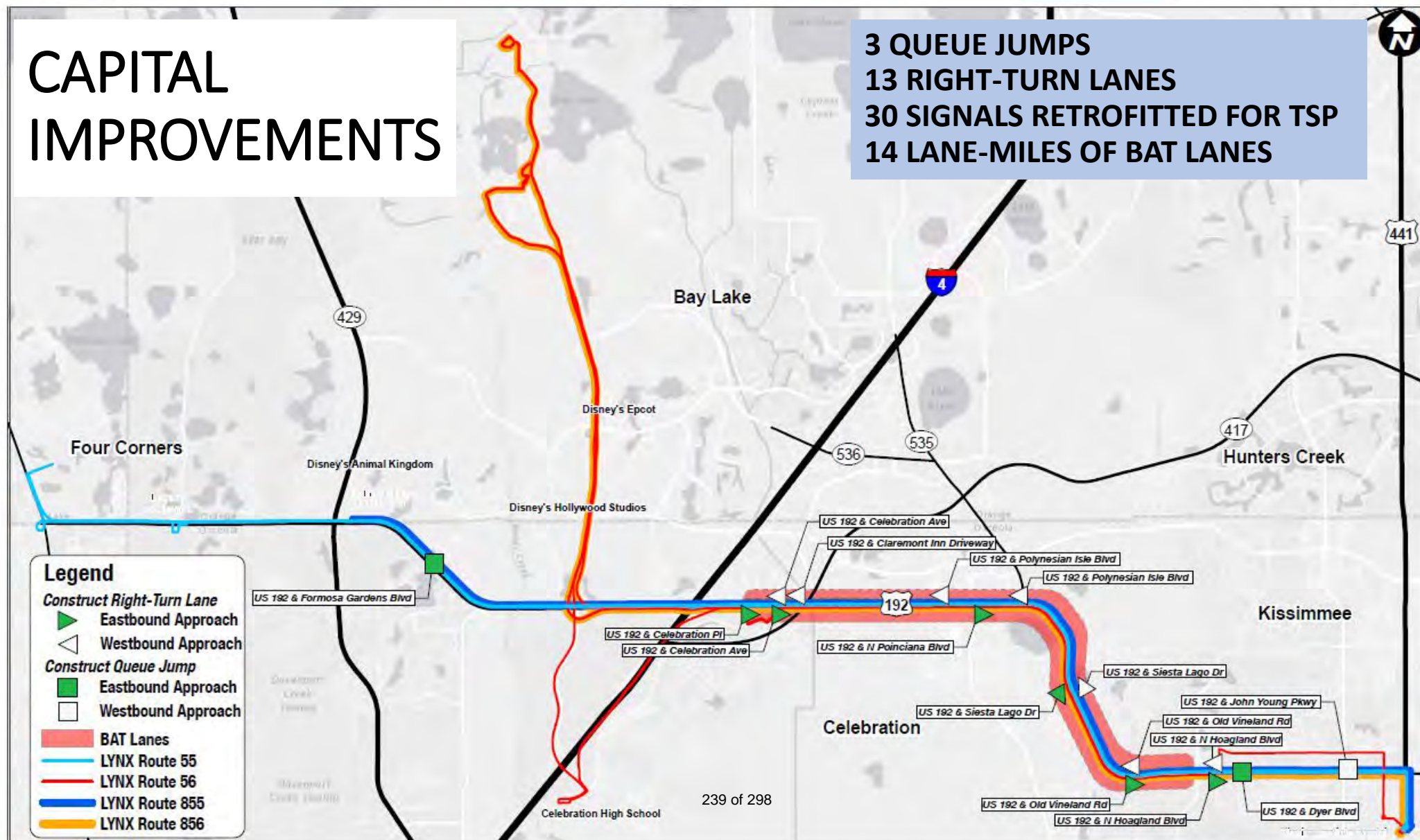
(1) Existing local Route 55 travel time between Rolling Oaks Blvd. and LYNX Kissimmee Intermodal Station.

(2) Existing local Route 56 travel time between WDW and LYNX Kissimmee Intermodal Station

(3) Change in travel time averaged across the day. Peak period travel time benefits are greater



3 QUEUE JUMPS
13 RIGHT-TURN LANES
30 SIGNALS RETROFITTED FOR TSP
14 LANE-MILES OF BAT LANES





US 192



ESTIMATED CAPITAL AND ANNUAL O&M COSTS

Type of Cost		Total Cost (Million)
Capital Costs (2017\$)	Construction	\$42-45
	Engineering, Environmental, and Management	\$9-10
	Contingency (20%)	\$10-11
	Vehicles	\$9
	Total	\$70-75
Annual Operations & Maintenance Costs (2020\$)		\$4.5-\$5.5



US 192



EASTBOUND AT HOAGLAND BLVD





US 192



WESTBOUND AT POINCIANA BLVD





US 192



NEXT STEPS

- Submit Letter of Entrance into PD to FTA
- Advertise for PD
 - Include PD&E
 - Finance Plan for O&M and Capital
 - Determination of Federally Funding Eligibility/Availability
 - Discussion of Project Sponsor for next Phase(s)



US 192



CONTACT INFO

Tawny H. Olore, P.E.
Executive Director of Transportation and Transit
Osceola County
(407) 742-0559
tawny.olor@osceola.org

To: LYNX Board of Directors

From:

Phone:

Item Name:

Date: 05/25/2017

ACTION REQUESTED:

Adoption of the refined local preferred alternative for the US 192 rapid transit project.

BACKGROUND

The Osceola County Board of County Commissioners expressed support for pursuing development of the US 192 rapid transit project between downtown Kissimmee and Disney / Four Corners. An Alternatives Analysis (AA) study was completed by LYNX in 2013 and identified a locally preferred alternative (LPA). Osceola County, in collaboration with US 192 Project Partners (FDOT, LYNX, and MetroPlan Orlando), anticipate submitting a formal letter of request entry into the Project Development phase and supporting information to the Federal Transit Administration (FTA) this summer.

Project Development represents an important milestone and authorization to begin the preliminary engineering and National Environmental Policy Act (NEPA) phase of the project that is eligible for federal funding support. In preparation for this step, Osceola County and FDOT contracted with Kimley-Horn and Associates, Inc. to prepare Pre-Project Development Support services to provide technical analysis, specialized transit planning support, and develop a more cost feasible project alternative.

Since September 2016, Osceola County conducted a series of Project Meetings with US 192 Project Partners to discuss traffic impacts and ridership modeling, and management approaches for the future project development phase for a curbside guideway to serve as the Refined Locally Preferred Alternative (as a modification the median guideway previously identified in the AA study). The refined project, as the Refined LPA, generates travel time savings in the corridor over a mixed traffic service, while maintaining a construction cost commensurate with the level of benefits achieved.

RECOMMENDATION:

FISCAL IMPACT:

Information Item A: Parramore BRT Project Update

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Jeffrey Reine
(Technical Contact)
Samorea Nelson
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Parramore BRT Project Update
Parramore Project C Update

Date: 5/25/2017

The purpose of this item is to provide the LYNX Board of Directors (BOD) an update regarding the settlement agreement reached between Balfour Beatty Construction and the City of Orlando.

LYNX previously came before the BOD on May 26, 2016. During this time, the request was to enter into an agreement between LYNX and the City of Orlando to revise final costs associated with the Parramore BRT Project. This agreement would allow all parties to address the excavation and handling of unsuitable materials left behind after the former Amway Arena demolition and also contaminated soils that could not be relocated within the project boundaries. The amount previously approved was for \$327,912.00. Since the original meeting and BOD approval, additional scope had been added. That additional scope resulted in a total due to Balfour Beatty Construction of \$435,993.91.

As of June 10, 2016 LYNX has paid \$198,741.00. Currently, the balance of this payment of \$237,252.91 is in the process of being issued. The total costs associated cover payment for dealing with the debris and the oversight required to close out the contaminated soils issue with the Florida Department of Environmental Protection.

All costs for this and all modifications and/or expansions to the scope are the responsibility of the City of Orlando and were remitted to LYNX for payment to Balfour Beatty Construction by funds provided by the City. The previous board item indicated that should a change order occur as a result of the board action, such action would come back as an informational board item.

Information Item B: FY 2016 Audit Required Communication to LYNX Board of Directors

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: FY 2016 Audit Required Communication to LYNX Board of Directors

Date: 5/25/2017

Please find attached required communication as a result of the FY2016 Annual Audit as required by Governmental Accounting Auditing Standards.

March 15, 2017

To the Board of Directors, Oversight Committee and Finance & Audit Committee of
Central Florida Regional Transportation Authority:

We have audited the financial statements of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") for the year ended September 30, 2016, and have issued our report thereon dated March 15, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and Chapter 10.550, Rules of the Auditor General, State of Florida, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 15, 2016. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. There were no significant accounting policies adopted and the application of existing policies was not changed during the year ended September 30, 2016. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Authority's financial statements were:

Management's estimate of depreciation is based on estimated useful lives of associated capital assets. Management's estimates of the liabilities for self-insurance unpaid claims, net pension obligation and other postemployment benefits obligation are based on actuarial calculations. We evaluated the key factors and assumptions used to develop these estimates to determine their reasonableness in relation to the respective financial statements to which they related for the year ended September 30, 2016, taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Attachment A summarizes uncorrected misstatements of the financial statements. Management has determined that the effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 15, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We applied certain limited procedures to the management's discussion and analysis (MD&A) and required supplementary information, as provided in the table of contents, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary schedule of revenues and expenses – budget vs. actual (budgetary basis) and the schedules of expenditures of federal awards, local financial assistance, and state financial assistance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section and statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for use by the Board of Directors, Oversight Committee and Finance & Audit Committee and management of Central Florida Regional Transportation Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Cherry Bekaert LLP

A handwritten signature in black ink that reads "Cherry Bekaert LLP". The script is cursive and fluid, with the letters "Cherry" and "Bekaert" being more prominent than the "LLP" at the end.

Appendix A - Schedule of Passed Adjusting Journal Entries
Central Florida Regional Transportation Authority D/B/A LYNX

	Debit	Credit
Accrued Compensated Absences	224,060	
Net Position - Unrestricted		224,060
Total	<u>224,060</u>	<u>224,060</u>
To remove the portion of accrued compensated absences related to duplication of pension related costs		
Cumulative Misstatement		224,060

Information Item C: Notification of Settlement Agreement

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Esther Mitchell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Notification of Settlement Agreement
Notification of Settlement Agreement Pursuant to Administrative Rule 6

Date: 5/25/2017

LYNX General Liability Settlements (March 24, 2017 through April 27, 2017)

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
Naomi Byrd (WC)	WC	Employee Incident	\$12,500.00	3/24/2017
Louis Staco	4/2/2014	Bus Struck MV	\$16,500.00	3/30/2017
Lisette Concepcion	1/11/2017	Bus Struck MV	\$732.08	3/30/2017
Carlos Stribling	12/13/2016	Bus Struck MV	\$83.00	3/30/2017
Terry Kelly	1/17/2017	Bus Struck MV	\$17,500.00	4/6/2017
Mike McDermid	2/6/2017	Bus Struck MV	\$251.55	4/20/2017
Sonia Reyes	2/24/2017	Bus Struck MV	\$1,130.48	4/20/2017
Dana Priest	12/13/2016	Bus Struck MV	\$3,956.94	4/20/2017
Jose Cruz	12/13/2016	Bus Struck MV	\$3,032.38	4/20/2017

LYNX Board Agenda

Berneice Corona	1/31/2017	Bus Struck MV	\$3,441.44	4/20/2017
Brian Matthews	12/19/2016	Bus Struck MV	\$2,801.42	4/20/2017
Sonia Romero	12/13/2016	Bus Struck MV	\$1,317.58	4/20/2017
Mathieu Davis	WC	Employee incident	\$3,000.00	4/27/2017
Rosalyn Hampton	WC	Employee incident	\$3,500.00	4/27/2017
Shalawn Wade	4/13/2016	Bus Struck MV	\$2,376.36	4/27/2017
Rufus Kullee	WC	Employee incident	\$70,000.00	4/27/2017
Kyle Jackson	3/24/2014	Patron incident	\$24,000.00	4/27/2017
Elizabeth Tato	2/16/2013	Bus Struck MV	\$12,500.00	4/27/2017
Roderick Cannon	12/16/2015	Bus Struck MV	\$12,000.00	05/04/2017

Monthly Report A: Monthly Financial Report

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - April 30, 2017

Date: 5/25/2017

Please find attached the preliminary monthly financial report for the seventh month ending April 30, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the seventh month ending April 30, 2017 reflect total revenue earned in the amount of \$72,074,448 and total expenses incurred in the amount of \$71,199,652 resulting in a net operating profit of \$874,796.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$1,353,313 for the seven months of the fiscal year.
- Paratransit services resulted in a loss of (\$478,517) for the seven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 98% of the budgeted amount as of April 2017. Customer fares are 97% or (\$437,559) less than the budgeted amount year-to-date.

Advertising revenue is 70% of the amount budgeted for the month of April 2017. Advertising year-to-date is 23% lower or (\$311,562) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through April 30, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$699,724, \$349,126 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of April 2017,

LYNX Board Agenda

LYNX locked in one hundred twelve percent 112% of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 102% or \$106,358 over than budget year-to-date. In the month of April LYNX paid an average price of \$1.70 (net) per gallon for diesel fuel and \$1.37 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price per gallon of \$1.64 (net). The national diesel fuel price for the month of April 2017 was \$2.24 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 8% or \$2,238,419 under budget, while fringe benefits are 1% or (\$128,989) over budget respectively, both together remain \$2,109,430 under budget due to various vacancies as of April 30, 2017. Professional service expenses are 49% or \$1,809,071 under budget due to various planning projects that do not commence until later in the current fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budget, with the exception of Taxes and Licensing. Collections for the CNG Royalties in the seventh month of the fiscal year currently amounts to \$14,203 for CNG purchases.

Paratransit Operations:

Paratransit's operational loss for the year is currently (\$478,517). Purchased Transportation Services are 6% over budget or (\$503,972) over the budgeted amount. The year-to-date cost of unleaded fuel is 15% over budget or (\$142,273) for the seventh month of the new fiscal year. Also contributing to this loss is a higher number of trips compared to the budgeted amount for the month of April. During the month of April 2017, LYNX locked in sixty six percent (66%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$1.51 (net) per gallon in the FY2017 budget. LYNX is currently paying \$1.70 (net) per gallon. The national unleaded fuel price for the month of April 2017 was \$2.20 (net). An analysis of year-to-date purchased transportation trips and costs is as follows:

ACCESS LYNX			
FY2017	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	393,181	\$24.26	\$9,536,818
Budget (rounding)	309,455	\$28.46	\$8,806,084
Trips / Costs Over (Under) Budget	83,726	\$4.20	\$730,734

Note: Purchased Transportation currently does not reflect the FY2017 amended operating budget amounts.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
April 30, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 38,093,039	37,268,278
Receivables:		
Local, trade and operating assistance	4,016,076	10,652,943
Federal grants	10,815,775	14,302,008
State grants	9,110,409	8,536,948
Inventory	1,821,050	1,921,516
State fuel tax refund	241,517	98,460
Prepaid expenses and other assets	1,194,704	1,365,865
	<u>65,292,569</u>	<u>74,146,019</u>
Total current assets		
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>6,602,889</u>	<u>4,855,898</u>
Property and equipment:		
Land	10,018,522	8,161,465
Buildings and shelters	95,078,964	91,534,127
BRT Roadway	6,522,100	6,499,619
Revenue vehicles	176,684,425	166,497,572
Furniture, Fixtures & Equipment	42,869,031	39,856,344
Leasehold improvements	219,390	110,109
Total property and equipment	<u>331,392,431</u>	<u>312,659,236</u>
Less: accumulated depreciation	(186,188,522)	(173,149,515)
Construction in progress	<u>24,043,412</u>	<u>20,859,577</u>
Net property and equipment	<u>169,247,321</u>	<u>160,369,299</u>
Net Pension asset	<u>-</u>	<u>6,283,485</u>
Total noncurrent assets	<u>175,850,211</u>	<u>171,508,682</u>
TOTAL ASSETS	<u>241,142,780</u>	<u>245,654,701</u>
DEFERRED OUTFLOW OF RESOURCES		
Pension Contributions	10,140,917	3,315,057
Accumulated decrease in fair value of fuel hedge instrument	130,377	821,949
	<u>10,271,294</u>	<u>4,137,006</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
April 30, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,292,903	11,666,241
Accrued salaries and related taxes	2,633,096	2,287,429
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	226,469	551,466
Loans payable, current	-	813,225
Unearned operating revenue	6,915,550	10,335,551
Unearned capital	5,681,973	4,853,961
Derivative instrument - fuel hedge	130,377	821,949
	<u>28,386,741</u>	<u>37,597,485</u>
Total current liabilities		
NONCURRENT LIABILITIES:		
Leases payable, long-term	3,872,473	4,440,501
Loans payable	-	-
Net Pension and OPEB Obligation	3,918,368	1,683,525
Accrued compensated absences, long-term	493,439	538,035
Accrued self-insurance liability, long-term	2,260,538	2,676,165
	<u>10,544,818</u>	<u>9,338,226</u>
Total noncurrent liabilities		
Total liabilities	<u>38,931,559</u>	<u>46,935,711</u>
DEFERRED INFLOW OF RESOURCES		
Pension Contributions	542,732	1,318,794
Accumulated increase in fair value of fuel hedge instrument	-	-
	<u>542,732</u>	<u>1,318,794</u>
NET POSITION:		
Invested in capital assets, net of related debt	163,881,169	153,644,876
Restricted	1,600,000	-
Unrestricted	46,458,614	47,892,326
Total net position	<u>211,939,783</u>	<u>201,537,202</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 251,414,074</u>	<u>\$ 249,791,707</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2017 AND THE SEVEN MONTHS ENDED APRIL 30, 2017

	Year to Date			Month of April		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 15,264,397	14,915,680	98%	\$ 2,180,628	\$ 2,030,834	93%
Contract Services:						
Local Financial Assistance	8,452,519	8,437,403	100%	1,207,503	1,229,188	102%
Other Contractual Services	2,641,759	2,617,331		377,394	393,116	
Advertising	1,377,912	1,066,350	77%	196,845	137,046	70%
Other Operating Income	<u>379,211</u>	<u>650,913</u>	172%	<u>54,173</u>	<u>119,835</u>	221%
Total Operating Revenues	<u>28,115,797</u>	<u>27,687,678</u>	98%	<u>4,016,542</u>	<u>3,910,018</u>	97%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	5,993,010	5,916,608	99%	856,144	845,230	99%
Local	28,320,332	28,320,332	100%	4,045,762	4,045,762	100%
Planning and other assistance grants:						
Federal - Other	9,974,213	8,284,962	83%	1,424,888	1,136,120	80%
State of Florida - Other	2,001,156	1,485,067	74%	285,879	228,246	80%
Local Matching - Other	638,750	83,771	N/A	91,250	82,854	N/A
Interest Income	18,160	75,673	417%	2,594	12,366	477%
Gain / (Loss) on Sale of Assets	<u>-</u>	<u>220,357</u>	N/A	<u>-</u>	<u>1,964</u>	N/A
Total Nonoperating Revenues	<u>46,945,620</u>	<u>44,386,770</u>	95%	<u>6,706,517</u>	<u>6,352,541</u>	95%
Total Revenues	<u>75,061,417</u>	<u>72,074,448</u>	96%	<u>10,723,060</u>	<u>10,262,559</u>	96%
OPERATING EXPENSES						
Salaries and Wages	28,256,003	26,004,831	92%	4,036,572	3,729,955	92%
Fringe Benefits	16,054,156	16,180,241	101%	2,293,451	3,151,130	137%
Purchased Transportation Services	10,646,547	10,938,899	103%	1,520,935	1,560,353	103%
Fuel	5,442,475	5,691,107	105%	777,496	832,764	107%
Other Materials and Supplies	4,651,147	4,433,760	95%	664,450	730,791	110%
Professional Services	3,736,736	1,828,090	49%	533,819	165,249	31%
Other Services	3,598,952	3,076,055	85%	514,136	546,119	106%
Lease and Miscellaneous Expenses	779,742	670,131	86%	111,392	95,347	86%
Casualty and Liability Insurance	1,317,911	1,264,685	96%	188,273	299,839	159%
Utilities	860,463	718,879	84%	122,923	114,548	93%
Taxes and Licenses	254,825	332,915	131%	36,404	40,610	112%
Interest Expense	<u>59,412</u>	<u>60,060</u>	101%	<u>8,487</u>	<u>8,274</u>	97%
Total Operating Expenses	<u>75,658,369</u>	<u>71,199,652</u>	94%	<u>10,808,338</u>	<u>11,274,978</u>	104%
OPERATING GAIN / (LOSS)	<u>\$ (596,952)</u>	<u>\$ 874,796</u>	N/A	<u>\$ (85,279)</u>	<u>\$ (1,012,419)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT
FOR THE MONTH OF APRIL 2017 AND THE SEVEN MONTHS ENDED APRIL 30, 2017
(UNAUDITED)

	Year to Date			Month of April		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 14,209,473	\$ 13,771,914	97%	\$ 2,029,925	\$ 1,871,523	92%
Contract Services:						
Local Financial Assistance	8,452,519	8,437,403	100%	1,207,503	1,229,188	102%
Other Contractual Services	154,418	121,661	N/A	22,060	35,868	N/A
Advertising	1,377,912	1,066,350	77%	196,845	137,046	70%
Other Operating Income	<u>379,211</u>	<u>650,913</u>	172%	<u>54,173</u>	<u>119,835</u>	221%
Total Operating Revenues	<u>24,573,532</u>	<u>24,048,242</u>	98%	<u>3,510,505</u>	<u>3,393,460</u>	97%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	5,993,010	5,916,608	99%	856,144	845,230	99%
Local	22,891,369	22,891,370	100%	3,270,196	3,270,196	100%
Planning and other assistance grants:						
Federal - Other	7,917,508	6,421,305	81%	1,131,073	860,958	76%
State of Florida - Other	1,791,430	1,485,067	83%	255,919	228,246	89%
Local Matching - Other	638,750	83,771	N/A	91,250	82,854	N/A
Interest Income	18,160	75,673	417%	2,594	12,366	477%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>220,357</u>	N/A	<u>-</u>	<u>1,964</u>	N/A
Total Nonoperating Revenues	<u>39,250,226</u>	<u>37,094,151</u>	95%	<u>5,607,175</u>	<u>5,301,814</u>	95%
Total Revenues	<u>63,823,758</u>	<u>61,142,392</u>	96%	<u>9,117,680</u>	<u>8,695,273</u>	95%
OPERATING EXPENSES						
Salaries and Wages	27,993,102	25,754,683	92%	3,999,015	3,694,727	92%
Fringe Benefits	15,886,062	16,015,051	101%	2,269,437	3,121,116	138%
Purchased Transportation Services	1,533,758	1,322,138	86%	219,108	180,192	82%
Fuel	4,463,844	4,570,202	102%	637,692	683,142	107%
Other Materials and Supplies	4,643,599	4,432,583	95%	663,371	730,468	110%
Professional Services	3,579,784	1,770,713	49%	511,398	157,622	31%
Other Services	3,447,589	2,939,049	85%	492,513	517,552	105%
Lease and Miscellaneous Expenses	775,134	667,910	86%	110,733	94,600	85%
Casualty and Liability Insurance	1,317,911	1,264,685	96%	188,273	299,839	159%
Utilities	837,091	708,768	85%	119,584	111,773	93%
Taxes and Licenses	212,889	283,236	133%	30,413	31,956	105%
Interest Expense	<u>59,412</u>	<u>60,060</u>	101%	<u>8,487</u>	<u>8,274</u>	97%
Total Operating Expenses	<u>64,750,176</u>	<u>59,789,080</u>	92%	<u>9,250,025</u>	<u>9,631,260</u>	104%
OPERATING GAIN / (LOSS)						
	\$ <u>(926,418)</u>	\$ <u>1,353,313</u>	N/A	\$ <u>(132,345)</u>	\$ <u>(935,987)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
FOR THE MONTH OF APRIL 2017 AND THE SEVEN MONTHS ENDED APRIL 30, 2017
(UNAUDITED)

	Year to Date			Month of April		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,054,923	\$ 1,143,766	108%	\$ 150,703	\$ 159,311	106%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	2,487,341	2,495,670	100%	355,334	357,247	101%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>3,542,264</u>	<u>3,639,436</u>	103%	<u>506,038</u>	<u>516,559</u>	102%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	5,428,963	5,428,963	100%	775,566	775,566	100%
Planning and other assistance grants:						
Federal - Other	2,056,705	1,863,657	91%	293,815	275,162	94%
State of Florida - Other	209,726	-	N/A	29,961	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>7,695,394</u>	<u>7,292,619</u>	95%	<u>1,099,342</u>	<u>1,050,728</u>	96%
Total Revenues	<u>11,237,658</u>	<u>10,932,055</u>	97%	<u>1,605,380</u>	<u>1,567,286</u>	98%
OPERATING EXPENSES						
Salaries and Wages	262,901	250,148	95%	37,557	35,230	94%
Fringe Benefits	168,094	165,189	98%	24,013	30,014	125%
Purchased Transportation Services	9,112,789	9,616,761	106%	1,301,827	1,380,161	106%
Fuel	978,631	1,120,904	115%	139,804	149,622	107%
Other Materials and Supplies	7,548	1,177	16%	1,078	323	30%
Professional Services	156,952	57,378	37%	22,422	7,627	34%
Other Services	151,363	137,006	91%	21,623	28,567	132%
Lease and Miscellaneous Expenses	4,608	2,220	48%	658	747	113%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	23,372	10,111	43%	3,339	2,775	83%
Taxes and Licenses	41,936	49,679	118%	5,991	8,654	144%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>10,908,193</u>	<u>11,410,573</u>	105%	<u>1,558,313</u>	<u>1,643,719</u>	105%
OPERATING GAIN / (LOSS)	<u>\$ 329,466</u>	<u>\$ (478,517)</u>	N/A	<u>\$ 47,066</u>	<u>\$ (76,433)</u>	N/A

Monthly Report B: Monthly Financial Report

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
CRAIG CHARRETTE
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - March 31, 2017

Date: 5/25/2017

Please find attached the preliminary monthly financial report for the sixth month ending March 31, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the sixth month ending March 31, 2017 reflect total revenue earned in the amount of \$61,811,888 and total expenses incurred in the amount of \$59,924,674 resulting in a net operating profit of \$1,887,214.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$2,289,299 for the six months of the fiscal year.
- Paratransit services resulted in a loss of (\$402,085) for the six months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 98% of the budgeted amount as of March 2017. Customer fares are 98% or (\$279,158) less than the budgeted amount year-to-date.

Advertising revenue is 92% of the amount budgeted for the month of March 2017. Advertising year-to-date is 21% lower or (\$251,763) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through March 31, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$613,003, \$301,301 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of March 2017, LYNX locked in one hundred seven percent 107% of the total monthly purchases, resulting in

the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 102% or \$60,908 over than budget year-to-date. In the month of March LYNX paid an average price of \$1.64 (net) per gallon for diesel fuel and \$1.30 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price per gallon of \$1.64 (net). The national diesel fuel price for the month of March 2017 was \$2.21 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 8% or \$1,934,130 under budget, while fringe benefits are 5% or \$722,690 under budget respectively, both together remain \$2,656,820 under budget due to various vacancies as of March 31, 2017. Other materials and supplies expenses are 7% or \$278,113 under budget. Professional service expenses are 47% or \$1,455,296 under budget due to various planning projects that do not commence until later in the current fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budget, with the exception of Taxes and Licensing. Collections for the CNG Royalties in the sixth month of the fiscal year currently amounts to \$12,118 for CNG purchases.

Paratransit Operations:

Paratransit's operational loss for the year is currently (\$402,085). Purchased Transportation Services are 5% over budget or (\$425,638) over the budgeted amount. The year-to-date cost of unleaded fuel is 16% over budget or (\$132,456) for the sixth month of the new fiscal year. Also contributing to this loss is a higher number of trips compared to the budgeted amount for the month of March. During the month of March 2017, LYNX locked in fifty nine percent (59%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$1.51 (net) per gallon in the FY2017 budget. LYNX is currently paying \$1.59 (net) per gallon. The national unleaded fuel price for the month of March 2017 was \$2.10 (net). An analysis of year-to-date purchased transportation trips and costs is as follows:

ACCESS LYNX			
FY2017	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	332,299	\$24.70	\$8,208,023
Budget (rounding)	265,247	\$28.46	\$7,548,072
Trips / Costs Over (Under) Budget	67,052	\$3.76	\$659,951

Note: Purchased Transportation currently does not reflect the FY2017 amended operating budget amounts.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
March 31, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 40,313,648	38,297,499
Receivables:		
Local, trade and operating assistance	4,153,556	7,753,981
Federal grants	9,572,530	13,607,530
State grants	8,299,584	8,389,137
Inventory	1,979,888	2,215,685
State fuel tax refund	198,970	82,828
Prepaid expenses and other assets	1,246,448	1,433,570
	<u>65,764,625</u>	<u>71,780,230</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>6,515,725</u>	<u>4,855,570</u>
Property and equipment:		
Land	9,454,802	8,161,465
Buildings and shelters	94,511,325	91,534,127
BRT Roadway	6,522,100	6,499,619
Revenue vehicles	176,776,507	166,566,380
Furniture, Fixtures & Equipment	42,564,611	39,707,702
Leasehold improvements	205,476	110,109
Total property and equipment	<u>330,034,821</u>	<u>312,579,402</u>
Less: accumulated depreciation	(184,299,124)	(168,325,473)
Construction in progress	<u>24,422,038</u>	<u>20,156,484</u>
Net property and equipment	<u>170,157,735</u>	<u>164,410,413</u>
Net Pension asset	<u>-</u>	<u>6,283,485</u>
Total noncurrent assets	<u>176,673,461</u>	<u>175,549,468</u>
TOTAL ASSETS	<u>242,438,086</u>	<u>247,329,698</u>
DEFERRED OUTFLOW OF RESOURCES		
Pension Contributions	10,140,917	3,315,057
Accumulated decrease in fair value of fuel hedge instrument	<u>130,377</u>	<u>821,949</u>
	10,271,294	4,137,006

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
March 31, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,998,257	11,021,825
Accrued salaries and related taxes	1,535,716	1,659,919
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	451,646	771,545
Loans payable, current	-	813,225
Unearned operating revenue	7,351,534	10,676,392
Unearned capital	5,506,798	4,677,412
Derivative instrument - fuel hedge	130,377	821,949
	<u>28,480,700</u>	<u>36,709,930</u>
Total current liabilities		
NONCURRENT LIABILITIES:		
Leases payable, long-term	3,872,473	4,440,501
Loans payable	-	-
Net Pension and OPEB Obligation	3,918,368	1,683,525
Accrued compensated absences, long-term	493,439	538,035
Accrued self-insurance liability, long-term	2,260,538	2,676,165
	<u>10,544,818</u>	<u>9,338,226</u>
Total noncurrent liabilities		
Total liabilities	<u>39,025,518</u>	<u>46,048,156</u>
DEFERRED INFLOW OF RESOURCES		
Pension Contributions	542,732	1,318,794
Accumulated increase in fair value of fuel hedge instrument	-	-
	<u>542,732</u>	<u>1,318,794</u>
NET POSITION:		
Invested in capital assets, net of related debt	164,070,095	156,349,164
Restricted	1,600,000	-
Unrestricted	47,471,033	47,750,590
Total net position	<u>213,141,128</u>	<u>204,099,754</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 252,709,379</u>	<u>\$ 251,466,704</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2017 AND THE SIX MONTHS ENDED MARCH 31, 2017

	Year to Date			Month of March		
	Budget	Actual	% of Budget	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 13,083,769	12,884,846	98%	\$ 2,180,628	\$ 2,363,830	108%
Contract Services:						
Local Financial Assistance	7,245,016	7,208,215	99%	1,272,711	1,204,606	95%
Other Contractual Services	2,264,365	2,224,215		377,394	356,707	
Advertising	1,181,067	929,304	79%	196,845	181,035	92%
Other Operating Income	325,038	531,078	163%	54,173	414,907	766%
Total Operating Revenues	24,099,254	23,777,659	99%	4,081,751	4,521,085	111%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	5,136,866	5,071,378	99%	856,144	845,230	99%
Local	24,274,570	24,274,571	100%	3,980,553	4,045,761	102%
Planning and other assistance grants:						
Federal - Other	8,549,326	7,148,842	84%	1,320,721	1,304,917	99%
State of Florida - Other	1,715,277	1,256,821	73%	390,046	253,954	65%
Local Matching - Other	547,500	917	N/A	91,250	900	N/A
Interest Income	15,566	63,307	407%	2,594	11,755	453%
Gain / (Loss) on Sale of Assets	-	218,393	N/A	-	7,944	N/A
Total Nonoperating Revenues	40,239,103	38,034,229	95%	6,641,309	6,470,461	97%
Total Revenues	64,338,357	61,811,888	96%	10,723,060	10,991,547	103%
OPERATING EXPENSES						
Salaries and Wages	24,219,431	22,274,876	92%	4,036,572	3,946,365	98%
Fringe Benefits	13,760,705	13,029,111	95%	2,293,451	2,138,050	93%
Purchased Transportation Services	9,125,612	9,378,546	103%	1,520,935	1,452,960	96%
Fuel	4,664,979	4,858,343	104%	777,496	893,778	115%
Other Materials and Supplies	3,986,698	3,702,969	93%	664,450	735,996	111%
Professional Services	3,202,917	1,662,841	52%	533,819	583,048	109%
Other Services	3,084,816	2,529,936	82%	514,136	410,002	80%
Lease and Miscellaneous Expenses	668,350	574,784	86%	111,392	79,166	71%
Casualty and Liability Insurance	1,129,638	964,846	85%	188,273	164,941	88%
Utilities	737,540	604,331	82%	122,923	107,878	88%
Taxes and Licenses	218,421	292,305	134%	36,404	45,298	124%
Interest Expense	50,925	51,786	102%	8,487	8,274	97%
Total Operating Expenses	64,850,031	59,924,674	92%	10,808,338	10,565,757	98%
OPERATING GAIN / (LOSS)	\$ (511,673)	\$ 1,887,214	N/A	\$ (85,279)	\$ 425,790	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
FOR THE MONTH OF MARCH 2017 AND THE SIX MONTHS ENDED MARCH 31, 2017
(UNAUDITED)

	Year to Date			Month of March		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 12,179,549	\$ 11,900,391	98%	\$ 2,029,925	\$ 2,206,424	109%
Contract Services:						
Local Financial Assistance	7,245,016	7,208,215	99%	1,272,711	1,204,606	95%
Other Contractual Services	132,358	85,793	N/A	22,060	-	N/A
Advertising	1,181,067	929,304	79%	196,845	181,035	92%
Other Operating Income	<u>325,038</u>	<u>531,078</u>	163%	<u>54,173</u>	<u>414,907</u>	766%
Total Operating Revenues	<u>21,063,028</u>	<u>20,654,782</u>	98%	<u>3,575,713</u>	<u>4,006,972</u>	112%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	5,136,866	5,071,378	99%	856,144	845,230	99%
Local	19,621,173	19,621,174	100%	3,270,196	3,270,195	100%
Planning and other assistance grants:						
Federal - Other	6,786,436	5,560,347	82%	1,072,866	1,044,163	97%
State of Florida - Other	1,535,512	1,256,821	82%	255,919	253,954	99%
Local Matching - Other	547,500	917	N/A	91,250	900	N/A
Interest Income	15,566	63,307	407%	2,594	11,755	453%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>218,393</u>	N/A	<u>-</u>	<u>7,944</u>	N/A
Total Nonoperating Revenues	<u>33,643,051</u>	<u>31,792,337</u>	94%	<u>5,548,968</u>	<u>5,434,141</u>	98%
Total Revenues	<u>54,706,079</u>	<u>52,447,119</u>	96%	<u>9,124,681</u>	<u>9,441,113</u>	103%
OPERATING EXPENSES						
Salaries and Wages	23,994,087	22,059,957	92%	3,999,015	3,901,370	98%
Fringe Benefits	13,616,625	12,893,935	95%	2,269,437	2,128,292	94%
Purchased Transportation Services	1,314,650	1,141,947	87%	219,108	196,433	90%
Fuel	3,826,152	3,887,060	102%	637,692	704,097	110%
Other Materials and Supplies	3,980,228	3,702,115	93%	663,371	735,887	111%
Professional Services	3,068,387	1,613,091	53%	511,398	572,275	112%
Other Services	2,955,076	2,421,497	82%	492,513	393,693	80%
Lease and Miscellaneous Expenses	664,401	573,310	86%	110,733	78,841	71%
Casualty and Liability Insurance	1,129,638	964,846	85%	188,273	164,941	88%
Utilities	717,507	596,995	83%	119,584	106,430	89%
Taxes and Licenses	182,476	251,280	138%	30,413	38,946	128%
Interest Expense	<u>50,925</u>	<u>51,786</u>	102%	<u>8,487</u>	<u>8,274</u>	97%
Total Operating Expenses	<u>55,500,151</u>	<u>50,157,820</u>	90%	<u>9,250,025</u>	<u>9,029,479</u>	98%
OPERATING GAIN / (LOSS)						
	<u>\$ (794,072)</u>	<u>\$ 2,289,299</u>	N/A	<u>\$ (125,344)</u>	<u>\$ 411,634</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
FOR THE MONTH OF MARCH 2017 AND THE SIX MONTHS ENDED MARCH 31, 2017
(UNAUDITED)

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 904,220	\$ 984,455	109%	\$ 150,703	\$ 157,406	104%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	2,132,007	2,138,422	100%	355,334	356,707	100%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>3,036,227</u>	<u>3,122,877</u>	103%	<u>506,038</u>	<u>514,113</u>	102%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	4,653,397	4,653,397	100%	710,358	775,566	109%
Planning and other assistance grants:						
Federal - Other	1,762,890	1,588,495	90%	247,855	260,754	105%
State of Florida - Other	179,765	-	N/A	134,128	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>6,596,052</u>	<u>6,241,892</u>	95%	<u>1,092,340</u>	<u>1,036,320</u>	95%
Total Revenues	<u>9,632,279</u>	<u>9,364,769</u>	97%	<u>1,598,378</u>	<u>1,550,433</u>	97%
OPERATING EXPENSES						
Salaries and Wages	225,344	214,918	95%	37,557	44,996	120%
Fringe Benefits	144,080	135,176	94%	24,013	9,758	41%
Purchased Transportation Services	7,810,962	8,236,600	105%	1,301,827	1,256,527	97%
Fuel	838,827	971,283	116%	139,804	189,682	136%
Other Materials and Supplies	6,470	854	13%	1,078	110	10%
Professional Services	134,530	49,751	37%	22,422	10,773	48%
Other Services	129,740	108,439	84%	21,623	16,309	75%
Lease and Miscellaneous Expenses	3,950	1,474	37%	658	325	49%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	20,033	7,336	37%	3,339	1,448	43%
Taxes and Licenses	35,945	41,025	114%	5,991	6,352	106%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>9,349,880</u>	<u>9,766,854</u>	104%	<u>1,558,313</u>	<u>1,536,278</u>	99%
OPERATING GAIN / (LOSS)	<u>\$ 282,399</u>	<u>\$ (402,085)</u>	N/A	<u>\$ 40,065</u>	<u>\$ 14,155</u>	N/A

Monthly Report C: Business Development Report

To: LYNX Board of Directors

From: **Matthew Friedman**
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)
Janet Amador
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Business Development Report - March 2017 - April 2017

Date: 5/25/2017

ADVERTISING SALES

Advertising Sales	Mar-17	Apr-17
Advertising Sales Revenue	\$ 154,397	\$ 140,699
Net Revenue to LYNX Fiscal Year to Date	\$ 882,535	\$ 1,023,235

COMMUTER SERVICES

COMMUTER VANPOOL		
VANPOOLS	MARCH 2017	APRIL 2017
Vanpool Participants	860	*865
Total Revenue Miles YTD	1,667,787	*1,964,929
New Vanpools	3	*0
Returned Vanpools	2	*1
Current Vans in Service	172	*171
Pending Vanpool Interest	Veterans Affairs (10)	Veterans Affairs (10)
	Coleman Prison (1)	Coleman Prison (1)
	Sea World (4)	Sea World (4)
	Lockheed Martin (3)	Lockheed Martin (3)
	TSA (2)	TSA (2)
	PEO STRI (2)	PEO STRI (2)
	Department of Defense (1)	Department of Defense (1)
Phone Inquiries	41	*39

*Estimated numbers

OUTREACH:

3/24/2017 Conference Call with Hyatt and ReThink about Bethune Cookman College Hospitality program needs.

3/30/2017 Lunch meeting with OUC (trying to setup a try it day for their offices).

4/08/2017 Walt Disney World Cast Activities Event.

4/20/2017 Attended an Earth Day event at NASA day 1.

4/21/2017 Attended an Earth Day event at NASA day 2.

Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Douglas Robinson
(Technical Contact)
Clifford Satter
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Ridership Report - October 2016 to March 2017

Date: 5/25/2017

YEAR TO DATE (MARCH 2017)

<i>Service Mode</i>	<i>Oct-Mar(FY2016)</i>	<i>Oct-Mar(FY2017)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	356,054	328,391	-7.77%
LYMMO (GRAPEFRUIT LINE)	238,964	199,461	-16.53%
LYMMO (LIME LINE)	13,158	40,837	N/A
LYMMO (NORTH QUARTER)	8,816	20,348	N/A
REGULAR FIXED-ROUTE	12,643,369	12,105,377	-4.26%
NEIGHBORLINK	87,218	79,887	-8.41%
SUBTOTAL - FIXED, NL, + LYMMO	13,347,579	12,774,301	-4.29%
SPECIAL SHUTTLE	41,663	39,511	N/A
EXPRESS LINK 208	5,364	3,719	-30.67%
ACCESS LYNX	268,330	295,847	10.25%
VANPOOL	188,839	222,635	17.90%
SUBTOTAL - OTHER SERVICES	504,196	561,712	11.41%
TOTAL ALL SERVICES	13,851,775	13,336,013	-3.72%

Ridership Overview

Other transit agencies in Florida and around the country are experiencing decreases in ridership. LYNX is constantly enhancing the transit service to better align with the Comprehensive Operations Analysis, which will help to identify factors that may be contributing to ridership declines.

LYMMO

Through March 2017, total LYMMO ridership is down by more than four (4.53%) percent compared to last year this time. The drop in Orange Line ridership may still be related to riders not yet realizing that the Orange Line has been restored to its original alignment and that the North Quarter is now a separate line. Staff expects Orange Line ridership levels to gradually improve as riders realize headways have improved on the original Orange Line, since restoring the original alignment and creating a new separate Orange Line - North Quarter service. Staff will continue to promote and educate the public about the reinstatement of the original Orange Line - Downtown, and the creation of the Orange Line – North Quarter.

NeighborLink

Ridership on the 13 NeighborLink services in March was 13,912, which was the highest month year-to-date. This was 1,067 less riders than March 2016.

VanPool

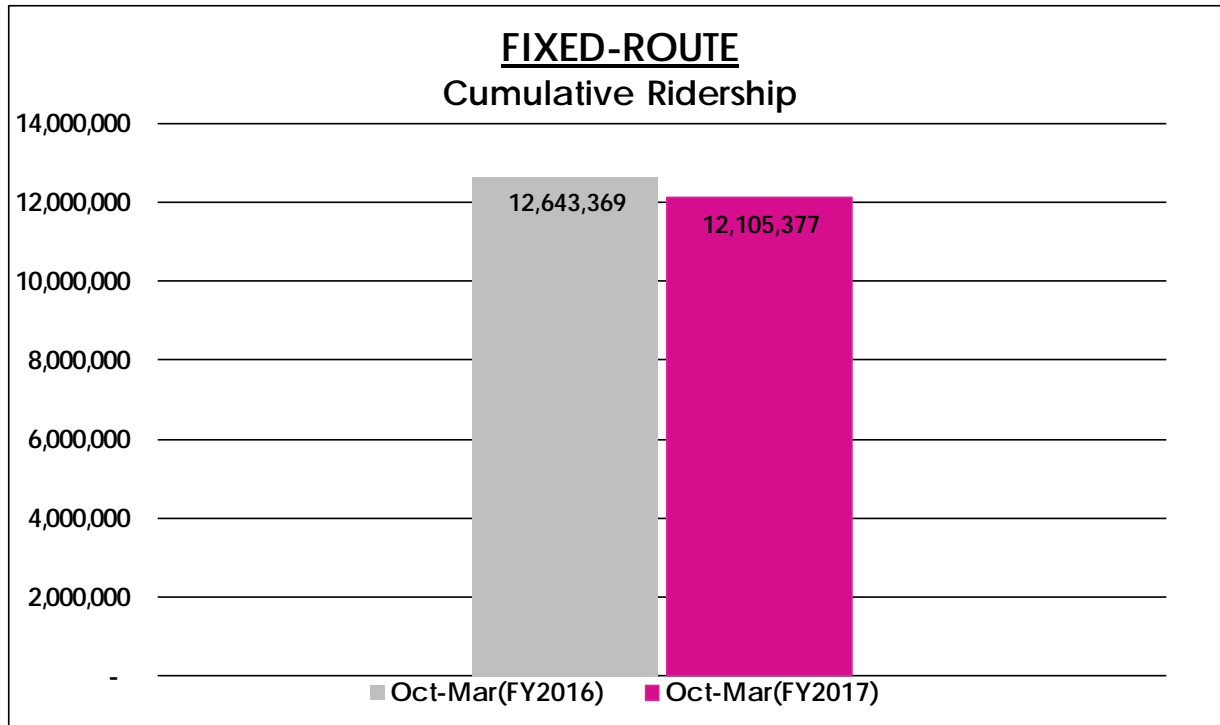
The number of vanpools in service has increased over the last fiscal year giving LYNX an eighteen (17.90%) percent increase in ridership so far this year.

Fixed-Route

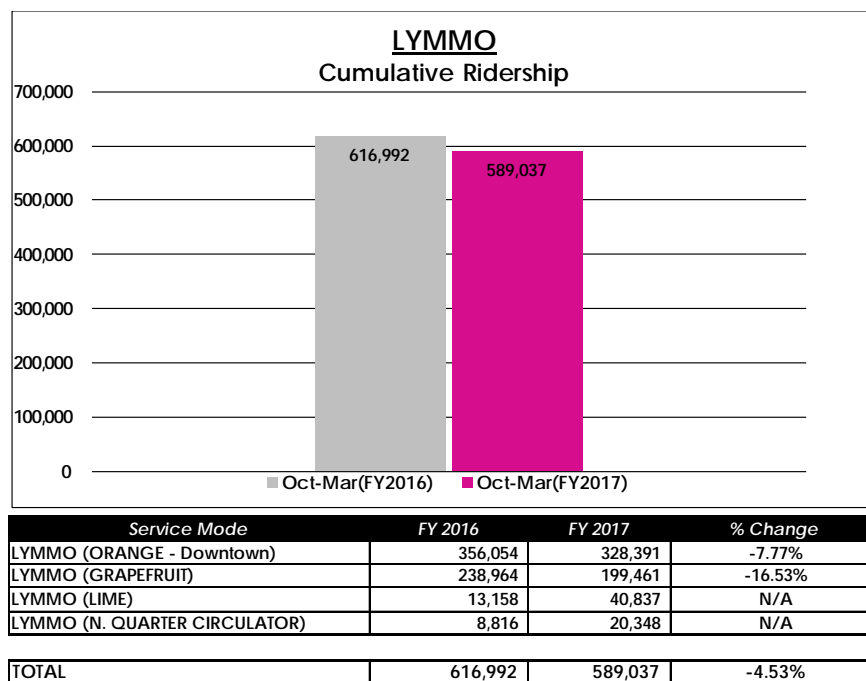
Fixed route ridership continues to fall short of FY 2016 ridership by four (4.26%) percent. Lower gas prices may be the primary reason for the decrease, but other factors may include the improving economy and customers shifting from LYNX services to SunRail for at least a portion of their weekday commute. Weekday ridership is no longer falling as totals are now trending up.

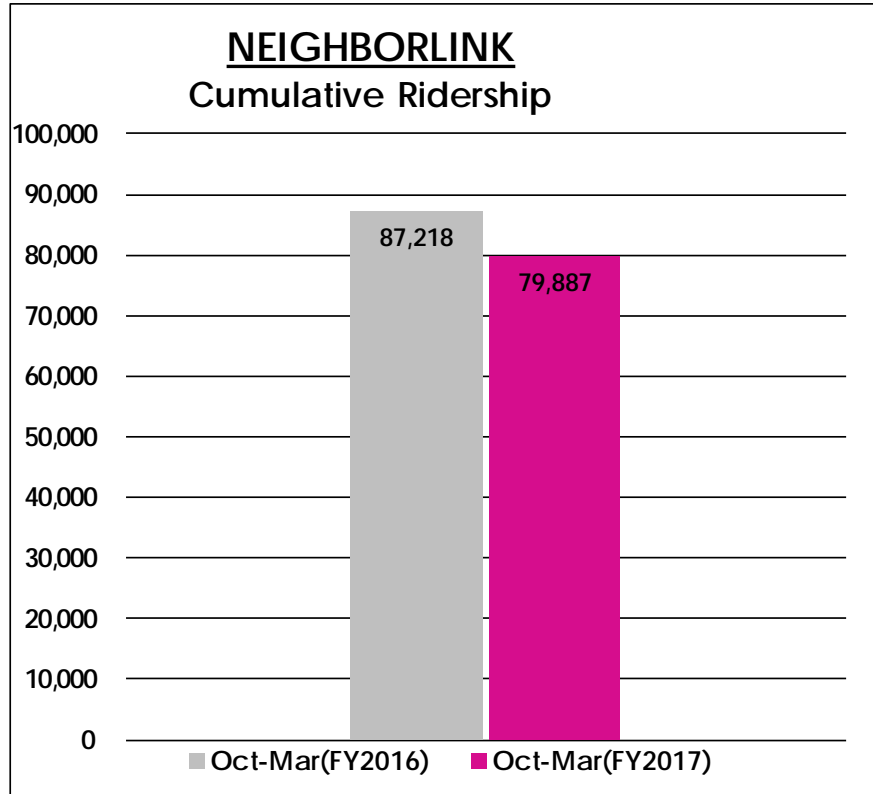
ACCESS LYNX

ACCESS LYNX ridership is up by ten (10.25%) percent over fiscal year 2016 through March 2017.

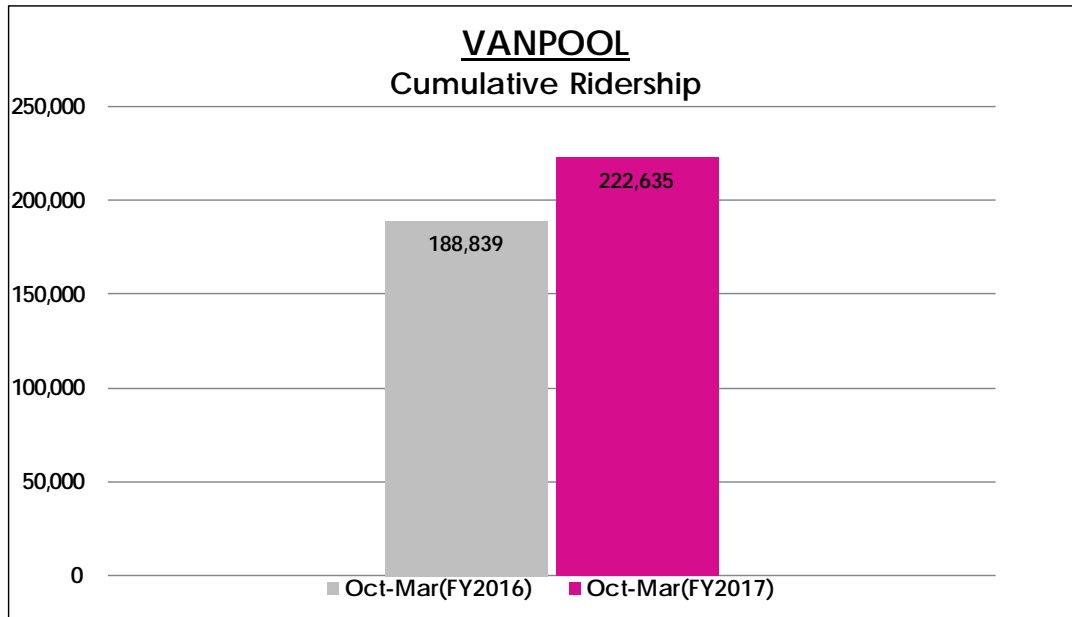


Period	FY TOTAL	Retail Gasoline Prices in Florida	Jan-16	Jan-17	Change
Oct-Mar(FY2016)	12,643,369	Source: U.S. Energy Info Administration	\$2.03	\$2.49	22.63%
Oct-Mar(FY2017)	12,105,377				
Change (%)	-4.26%				



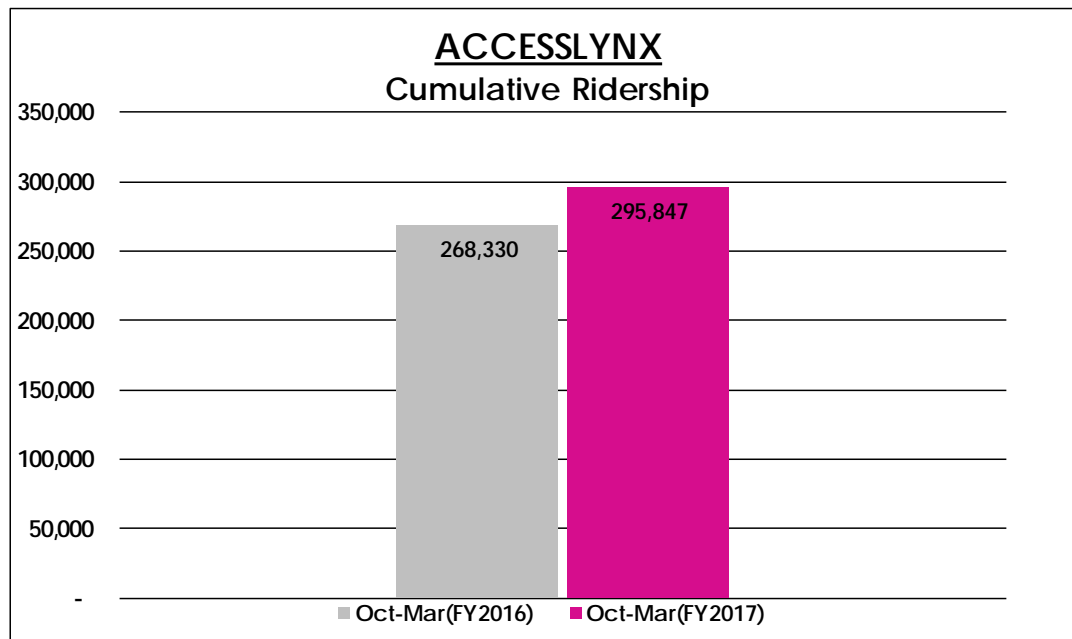


Period	FY TOTAL
Oct-Mar(FY2016)	87,218
Oct-Mar(FY2017)	79,887
Change (%)	-8.41%



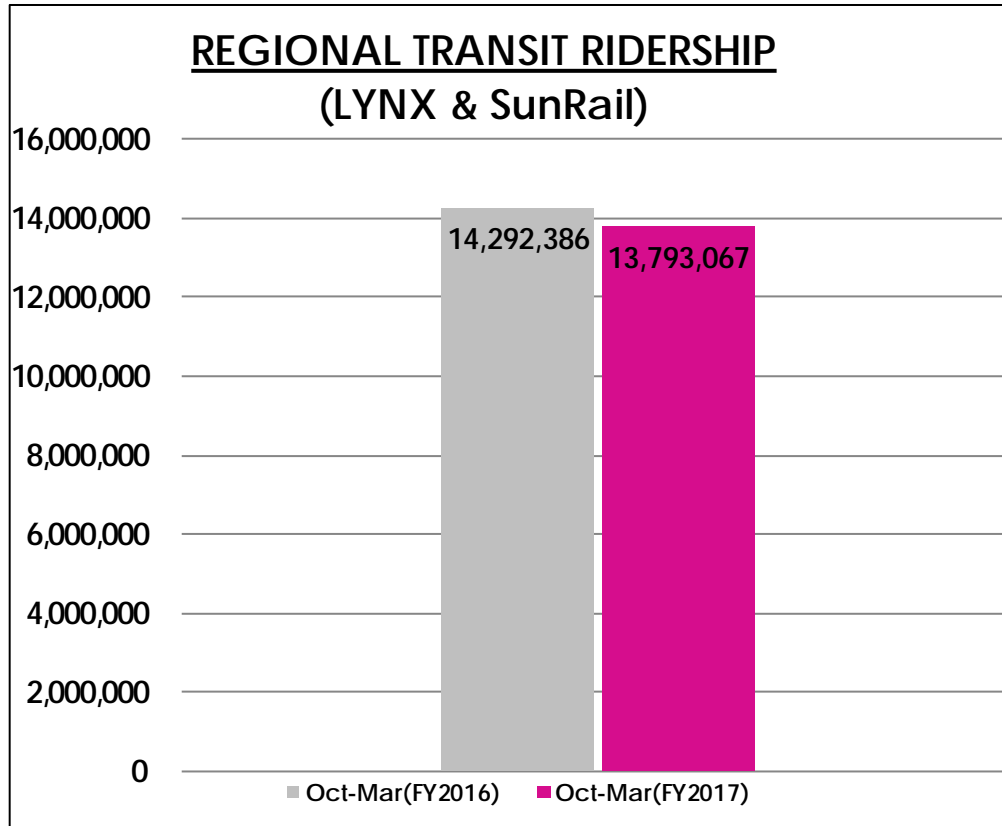
Period	FY TOTAL
Oct-Mar(FY2016)	188,839
Oct-Mar(FY2017)	222,635
Change (%)	17.90%

Vehicles Operated in Maximum Service	Mar-16	Mar-17	Change
Vehicles Operated	129	152	17.83%




Period	FY TOTAL
Oct-Mar(FY2016)	268,330
Oct-Mar(FY2017)	295,847
Change (%)	10.25%

Dates	Medicaid Policy Changes
August 1, 2014	Medicaid clients living in nursing homes were no longer eligible.
October 1, 2014	All Medicaid recipients were switched to HMO.
March 1, 2015	Only transports Medicaid recipients who are eligible either through the Americans with Disabilities Act (ADA), Transportation Disadvantage (TD), or are 80 years and older.



Period	FY TOTAL
Oct-Mar(FY2016)	14,292,386
Oct-Mar(FY2017)	13,793,067
Change (%)	-3.49%


SUNRAIL

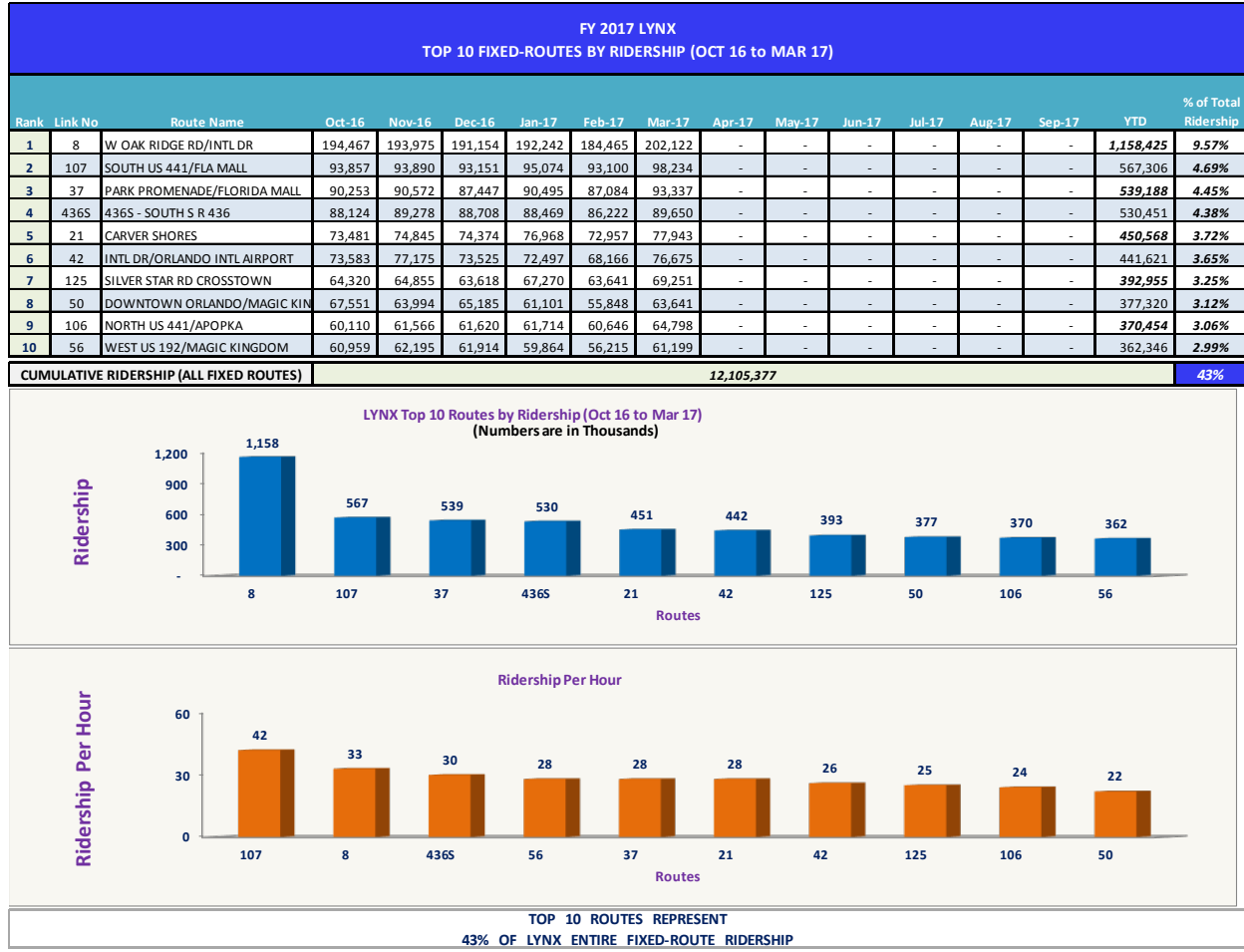
SunRail Monthly Ridership by Station																			
	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
Days of Operation	21	21	22	20	19	21	23	21	21	23	20	23	21	20	21	22	21	21	25
SunRail Station	Ridership Totals																		
DeBary	7,907	8,447	8,253	9,665	7,412	8,937	11,165	8,772	8,370	9,460	8,560	8,853	7,370	6,645	7,616	8,916	8,495	8,911	11,657
Sanford	5,088	5,700	5,091	5,718	4,635	5,397	6,467	5,264	5,158	5,640	5,380	5,663	4,987	4,575	5,153	5,539	5,106	5,047	6,806
Lake Mary	6,278	6,654	6,551	7,613	5,624	6,497	7,854	6,546	6,678	7,662	6,466	7,411	6,445	6,143	6,821	7,627	6,684	6,503	9,533
Longwood	4,308	5,045	4,839	5,533	4,165	4,964	5,992	4,891	4,804	5,208	4,573	4,897	4,552	4,215	4,900	5,430	4,963	4,961	6,656
Altamonte Springs	4,811	5,154	4,799	5,358	4,209	4,644	5,711	4,686	4,914	5,298	4,627	5,121	4,699	4,440	4,984	5,472	5,034	5,069	6,723
Maitland	3,435	3,693	3,302	3,494	3,267	3,552	3,865	3,392	3,433	3,905	3,159	3,657	2,946	2,717	2,990	3,170	3,515	3,370	5,207
Winter Park	6,184	7,083	7,216	10,303	5,542	7,338	10,147	7,166	6,596	8,160	7,828	7,045	5,407	5,131	6,608	11,164	7,171	7,340	14,185
Florida Hospital/Health Village	3,912	4,122	3,980	3,737	3,589	4,286	4,858	4,232	4,265	4,992	4,022	4,113	3,681	3,494	3,827	3,872	3,892	4,108	5,290
LYNX Central Station	7,968	8,664	7,996	8,578	7,337	7,978	9,104	8,047	8,449	9,000	7,281	8,609	8,151	7,662	8,240	8,357	7,416	7,687	9,503
Church Street Station	7,034	7,970	7,560	8,277	7,128	7,880	9,269	7,727	7,644	9,975	7,355	8,278	7,154	6,466	7,313	8,001	7,788	8,391	12,136
Orlando Health/Amtrak	2,468	2,651	2,474	2,782	2,271	2,767	2,871	2,584	2,557	2,840	2,247	2,717	2,673	2,531	2,646	2,006	2,854	2,677	3,417
Sand Lake	8,394	9,550	8,482	9,548	7,855	9,222	10,993	8,668	8,375	10,249	8,522	8,899	8,047	7,186	8,267	9,349	8,627	8,766	12,093
Monthly Station Total	67,987	74,733	70,543	70,543	63,034	73,462	88,296	71,975	71,243	82,389	70,020	75,263	66,112	61,205	69,365	78,903	71,545	72,830	103,206
Average Daily Station Total	3,237	3,559	3,207	3,527	3,318	3,498	3,839	3,427	3,393	3,582	3,501	3,272	3,148	3,060	3,303	3,587	3,407	3,468	4,128

SunRail Feeder Bus Connections

- In April 2014, LYNX adjusted services on 19 existing Links to provide feeder bus service to nine (9) SunRail Stations. These 19 Links represent 25% of LYNX's entire route structure.
- LYNX Central Station connects SunRail with 34 Links.

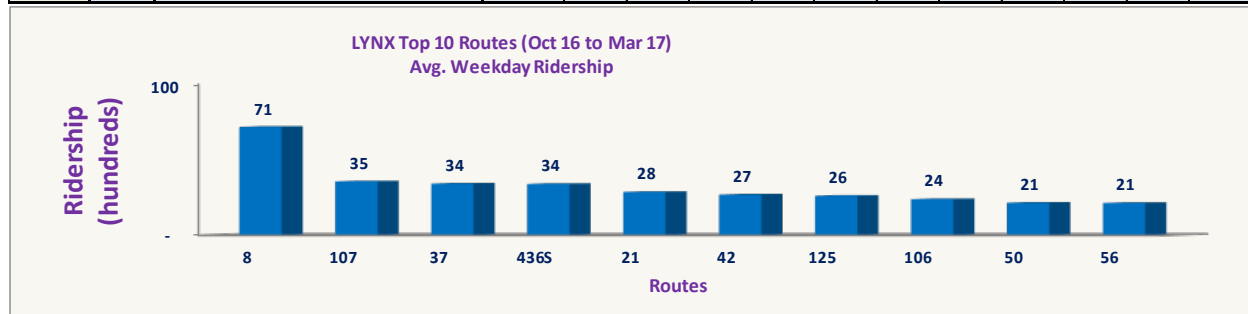
SUNRAIL FEEDER BUS

	Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area																		
	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
Days of Operation	21	22	20	22	19	21	23	21	21	22	20	22	22	23	21	22	21	21	23
SunRail Station	Ridership Totals																		
Sanford	453	493	491	516	374	396	474	407	472	457	366	337	438	515	350	450	473	490	435
Lake Mary	100	87	78	101	69	67	68	71	94	69	97	105	88	113	90	104	58	104	99
Longwood	74	84	68	60	68	69	70	70	50	64	73	70	62	66	64	67	70	69	77
Altamonte Springs	218	211	188	195	99	168	195	166	193	192	196	173	157	148	191	184	167	200	205
Maitland	32	30	27	20	17	16	20	24	24	16	18	19	18	20	21	15	19	22	18
Winter Park	273	276	273	256	200	214	207	224	237	224	238	223	203	246	225	255	295	288	270
Florida Hospital/Health Village	467	492	464	424	351	485	449	403	482	441	440	440	456	479	390	319	424	458	350
LYNX Central Station																			
Church Street Station																			
Orlando Health/Amtrak	5	7	4	3	5	6	27	18	23	20	26	19	18	28	18	26	19	15	22
Sand Lake Road	328	314	281	246	291	340	283	316	298	306	277	284	279	272	289	246	255	293	276
Total - All Station	1,950	1,994	1,873	1,821	1,474	1,760	1,793	1,699	1,873	1,789	1,731	1,670	1,719	1,887	1,638	1,666	1,780	1,939	1,752



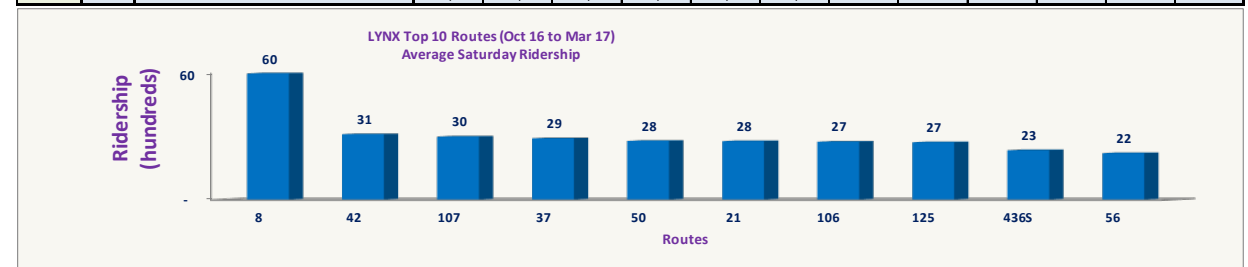
**FY 2017 LYNX TOP 10 FIXED-ROUTES
AVERAGE WEEKDAY RIDERSHIP (OCT 16 to MAR 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
1	8	W OAK RIDGE RD/INTL DR	7,027	7,290	6,970	7,091	7,340	7,152	-	-	-	-	-	-
2	107	SOUTH US 441/FLA MALL	3,435	3,633	3,305	3,566	3,789	3,510	-	-	-	-	-	-
3	37	PARK PROMENADE/FLORIDA MALL	3,323	3,496	3,239	3,407	3,538	3,354	-	-	-	-	-	-
4	436S	436S - SOUTH S R 436	3,275	3,460	3,319	3,370	3,534	3,267	-	-	-	-	-	-
5	21	CARVER SHORES	2,746	2,871	2,739	2,913	2,960	2,820	-	-	-	-	-	-
6	42	INTL DR/ORLANDO INTL AIRPORT	2,531	2,827	2,629	2,630	2,683	2,680	-	-	-	-	-	-
7	125	SILVER STAR RD CROSSTOWN	2,523	2,610	2,467	2,662	2,684	2,600	-	-	-	-	-	-
8	106	NORTH US 441/APOPKA	2,263	2,429	2,327	2,332	2,474	2,343	-	-	-	-	-	-
9	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,211	2,202	2,173	2,044	2,031	2,111	-	-	-	-	-	-
10	56	WEST US 192/MAGIC KINGDOM	2,018	2,226	2,141	2,092	2,116	2,081	-	-	-	-	-	-



**FY 2017 LYNX TOP 10 FIXED-ROUTES
AVERAGE SATURDAY RIDERSHIP (OCT 16 to MAR 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
1	8	W OAK RIDGE RD/INTL DR	5,134	5,044	4,973	4,785	5,217	5,185	-	-	-	-	-	-
2	436S	436S - SOUTH S R 436	2,613	2,648	2,360	2,346	2,489	2,404	-	-	-	-	-	-
3	42	INTL DR/ORLANDO INTL AIRPORT	2,562	2,616	2,259	2,159	2,242	2,421	-	-	-	-	-	-
4	37	PARK PROMENADE/FLORIDA MALL	2,396	2,388	2,291	2,249	2,484	2,462	-	-	-	-	-	-
5	107	SOUTH US 441/FLA MALL	2,546	2,348	2,257	2,345	2,386	2,542	-	-	-	-	-	-
6	21	CARVER SHORES	2,057	2,208	2,124	2,041	2,223	2,107	-	-	-	-	-	-
7	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,259	2,190	1,975	1,974	2,055	2,066	-	-	-	-	-	-
8	56	WEST US 192/MAGIC KINGDOM	2,010	1,959	1,837	1,741	1,871	1,794	-	-	-	-	-	-
9	106	NORTH US 441/APOPKA	1,688	1,613	1,536	1,536	1,748	1,705	-	-	-	-	-	-
10	125	SILVER STAR RD CROSSTOWN	1,423	1,569	1,512	1,520	1,661	1,551	-	-	-	-	-	-



LYNX Monthly Ridership by Mode

Fiscal Year 2017													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	54,643	54,255	56,237	57,004	52,479	53,773							328,391
LYMMO (GRAPEFRUIT LINE)	31,695	34,840	33,596	34,152	32,790	32,388							199,461
LYMMO (LIME LINE)	7,849	6,577	6,100	7,403	6,306	6,602							40,837
LYMMO (CIRCULATOR)	3,886	3,470	2,996	3,180	3,426	3,390							20,348
REGULAR FIXED-ROUTE	2,018,447	2,028,206	2,008,409	2,026,282	1,942,973	2,081,060							12,105,377
NEIGHBORLINK	13,208	13,330	12,928	13,473	13,036	13,912							79,887
SUBTOTAL - FIXED ROUTE	2,129,728	2,140,678	2,120,266	2,141,494	2,051,010	2,191,125	-	-	-	-	-	-	12,774,301
SPECIAL SHUTTLES	670	5,660	7,725	23,855	-	1,601							39,511
EXPRESS LINK 208	604	727	796	601	480	511							3,719
ACCESS LYNX	46,805	48,747	48,096	49,645	47,985	54,569							295,847
VANPOOL	36,474	36,918	36,120	36,896	36,951	39,276							222,635
SUBTOTAL - OTHER SERVICES	84,553	92,052	92,737	110,997	85,416	95,957	-	-	-	-	-	-	561,712
TOTAL ALL SERVICES	2,214,281	2,232,730	2,213,003	2,252,491	2,136,426	2,287,082	-	-	-	-	-	-	13,336,013
% Change from Fiscal Year 2016 to Fiscal Year 2017													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	-22.88%	-12.14%	-8.97%	1.90%	2.06%	-0.97%							-7.77%
LYMMO (GRAPEFRUIT LINE)	-35.30%	-9.34%	-1.00%	-9.21%	-19.62%	-17.37%							-16.53%
LYMMO (LIME LINE)	N/A	N/A	N/A	578.55%	23.43%	-5.12%							210.36%
LYMMO (CIRCULATOR)	N/A	N/A	N/A	184.44%	-11.63%	-11.28%							130.81%
REGULAR FIXED-ROUTE	-11.67%	-2.20%	-5.98%	1.15%	-3.76%	-2.11%							-4.26%
NEIGHBORLINK	-20.49%	-3.62%	-7.93%	0.15%	-8.86%	-7.12%							-8.41%
SUBTOTAL - FIXED ROUTE	-12.06%	-2.16%	-5.59%	1.37%	-3.91%	-2.41%							-4.29%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A	N/A							N/A
EXPRESS LINK 208	-40.49%	-20.72%	-10.66%	-16.41%	-48.16%	-42.97%							-30.67%
ACCESS LYNX	0.39%	14.39%	10.22%	15.00%	7.79%	14.24%							10.25%
VANPOOL	15.26%	23.40%	21.20%	18.15%	13.31%	16.76%							17.90%
SUBTOTAL - OTHER SERVICES	-10.68%	15.65%	19.98%	34.11%	5.93%	7.52%							11.41%
TOTAL ALL SERVICES	-12.00%	-1.53%	-4.74%	2.61%	-3.55%	-2.03%							-3.72%
Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949	51,418	54,297	54,541	56,093	66,943	75,557	66,424	58,289	733,901
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618	40,794	39,198	33,097	37,191	42,017	40,920	47,893	46,784	486,866
LYMMO (LIME LINE)	-	-	-	1,091	5,109	6,958	7,920	9,080	5,773	5,005	9,231	9,204	59,371
LYMMO (CIRCULATOR)	-	-	-	1,118	3,877	3,821	3,803	3,876	4,829	5,586	4,804	4,664	36,378
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285	2,018,971	2,125,920	2,047,984	2,055,397	1,984,294	1,986,170	2,091,887	2,037,806	24,846,907
NEIGHBORLINK	16,611	13,830	14,042	13,453	14,303	14,979	14,589	13,384	13,679	13,357	15,125	14,089	171,441
SUBTOTAL - FIXED ROUTE	2,421,674	2,187,903	2,245,843	2,112,514	2,134,472	2,245,173	2,161,934	2,175,021	2,117,535	2,126,595	2,235,364	2,170,836	26,334,864
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649	2,579	6,949	8,969	10,416	5,203	5,542	5,158	9,089	86,040
EXPRESS LINK 208	1,015	917	891	719	926	896	737	745	869	668	895	672	9,950
ACCESS LYNX	46,624	42,616	43,636	43,170	44,519	47,765	46,979	47,313	45,645	44,170	48,795	48,337	549,569
VANPOOL	31,645	29,917	29,803	31,227	32,610	33,637	33,153	32,945	33,835	34,112	37,290	37,824	397,998
SUBTOTAL - OTHER SERVICES	94,666	79,593	77,291	82,765	80,634	89,247	89,838	91,419	85,552	84,492	92,138	95,922	1,043,557
TOTAL ALL SERVICES	2,516,340	2,267,496	2,323,134	2,195,279	2,215,106	2,334,420	2,251,772	2,266,440	2,203,087	2,211,087	2,327,502	2,266,758	27,378,421

MARCH 2017 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in March 2017 was 2,287,082. This represents a decrease of 2.03% over the previous year (March 2016).

March Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>March-16</i>	<i>March-17</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,080	2,012	-3.26%
	Saturday	772	1,023	32.62%
	Sunday	843	850	0.83%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,473	1,154	-21.67%
	Saturday	689	749	8.67%
	Sunday	639	712	11.47%
LYMMO (LIME LINE)	Weekday	261	252	N/A
	Saturday	112	112	N/A
	Sunday	126	91	N/A
LYMMO (NORTH QUARTER)	Weekday	131	124	N/A
	Saturday	89	71	N/A
	Sunday	114	65	N/A
REGULAR FIXED-ROUTE	Weekday	77,317	77,507	0.25%
	Saturday	53,974	45,899	-14.96%
	Sunday	32,934	28,698	-12.86%
EXPRESS LINK 208	Weekday	41	22	-45.44%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	1,804	2,065	14.48%
	Saturday	985	1,166	18.35%
	Sunday	584	657	12.50%
NEIGHBORLINK	Weekday	587	544	-7.36%
	Saturday	371	350	-5.60%
VANPOOL	Weekday	1,429	1,665	16.56%
	Saturday	248	291	17.34%
	Sunday	209	245	17.51%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	85,122	85,346	0.26%
	Saturday	57,241	49,662	-13.24%
	Sunday	35,449	31,319	-11.65%

*Ridership reporting for weekday and weekend fixed-route service may have been reported on next day due to delay in farebox data retrieval.

Monthly Report E: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report March 2017 and April 2017

Date: 5/25/2017

Kissimmee Bike Bonanza

On March 24, LYNX participated in the first-ever Kissimmee Bike Bonanza by hosting an informational table at the event. Participants were able to learn about transportation and mobility options and hear from local community partners before participating in a two mile bike ride.

Walt Disney World Cast Member Spring Fling

LYNX joined several vendors at Mickey's Retreat on April 8 for a cast member Spring Fling. The event provided cast members educational/informative experiences highlighting environmental aspects and initiatives. LYNX representatives talked to hundreds of cast members about the variety of services that LYNX has to offer.

Public Service Bus Unveiling

LYNX recognized 9 deserving non-profit organizations on April 26 at the Osceola County Administration building for the unveiling of the 2017-2018 Public Service Bus. The lucky winners were honored at the event and will receive free advertising as their agency logo travels around LYNX' three-county service area for the next year.

Motor Bus Society of America Convention

On April 29 customer service gave a tour for the 2017 Motor Bus Society Convention. This is a group of 50 retirees from various agencies across the country. Their trip was packed visiting agencies from Sarasota to Daytona Beach. The group was here at LYNX Central Station where customer service provided a tour and then they all snapped a few photos for keepsake. They were last here in 1999.

LYNX Press Releases | Media Notes: March 2017

March 23 LYNX Prepares for Local Operator and Maintenance Roadeo

LYNX Board Agenda

April 3	LYNX Board Approves April Service Changes
April 4	LYNX Local Operators and Maintenance Rodeo Winners
April 10	April Oversight Committee Meeting Moved to April 20
April 13	16 th Annual Public Service Contest Winners

LYNX News Articles: March 2017 and April 2017

	Lynx Prepares for Local Operator and Maintenance Rodeo MassTransitMag.com (press release) (registration) (blog) The Central Florida Regional Transportation Authority (LYNX) operators and maintenance teams will begin their quest to earn local, state and ...
March 24	People on the move 03/24 Orlando Sentinel Edward L. Johnson, chief executive officer, Central Florida Regional Transportation Authority, was appointed to the board of directors for Lighthouse ...
April 14	16th Annual Lynx Public Service Bus Contest Winners MassTransitMag.com (press release) (registration) (blog) All organizations will receive free exposure by having their logos placed on a Lynx bus traveling Orange, Osceola and Seminole counties for the next ...
April 28	LYNX looks to partner with Uber to give rides to disabled folks Orlando Sentinel Alleyne envisions Lynx's para-transit system possibly picking up half the cost. Uber spokesman ...

LYNX Social Media: March 2017 – April 2017

March 1	Public Service Bus registration. Public Hearings and Workshops for April Service Proposal.
March 2	Throwback Thursday Public workshop and hearing at LYNX Central Station.
March 3	Orlando City Soccer season and stadium opener is this Sunday. Orlando City Soccer bus. Service alert: Orlando City Soccer game detour.

LYNX Board Agenda

March 4	Ride LYMMO to the soccer game. Exclusive Facebook live stream March 5.
March 5	Orlando City Soccer season and stadium opener is finally here! Ride LYMMO. Service alert: Orlando City Soccer game detour. Tune in to our Facebook live stream today. LYMMO to the Lions season opener with added buses. We know how the Lions are getting to the stadium, do you? Orlando City Soccer Stadium opener Facebook live stream. Front door service to the stadium. Ride LYMMO. Hey Orlando City Soccer, congrats on the win!
March 6	Service alert: Bus stop changes for LYMMO Grapefruit line and Link 20. We're hiring! Now is your chance to join team LYNX.
March 7	Share your comments on April service proposal through 5p March 20.
March 8	Public Service Bus.
March 9	Is it lunchtime yet? Ride LYMMO.
March 10	Daylight saving time is this weekend.
March 11	Daylight saving time begins at 2 ^a . Don't forget to set your clocks forward one hour.
March 12	We're ready to roll out. Happy Sunday.
March 13	Happy National Napping Day! Response to question regarding FastLink service. Response to customer complaint. Response to complaint regarding a technical issue on the bus. Service alert: Rio Grande Avenue detour.
March 14	Name that stop!
March 15	It's cold out there. Hopefully this Little ray of sunshine can warm you up. Name that stop answer: Winter Park Village at Denning Drive.
March 16	Throwback Thursday.
March 17	Happy St. Patrick's Day! Lots of Events happening this weekend. Consider riding LYMMO to get around downtown Orlando. Lost and Found open today. Service alert: Orlando City Soccer detour.
March 18	Transit Driver Appreciation day. Weekend road closures. Orlando City soccer game. Service alert: Orlando City soccer detour.
March 19	First day of spring. Thanked customers for transit driver appreciation day shout-outs. Service alert: Bus stop relocation on Powers Drive.
March 20	Response to complaint about an ACCESS LYNX driver. Service alert: Elimination of a bus stop on Silver Star Road.
March 21	Public Service bus.

LYNX Board Agenda

March 22	How are you getting around today? Service alert: new bus stops on Link 306.
March 23	Throwback Thursday.
March 24	Who's got that Friday feeling? Lennox does!
March 25	Weekends were made for adventure. Get out and explore Central Florida via LYNX!
March 26	Free Wi-Fi.
March 27	Welcome to Kissimmee. Service alert: bus stops located at Orange Blossom Trail and Donegan Avenue will be relocated. Response to question regarding Bumby Avenue reopening. Response to customer request for a trash can at a bus stop.
March 28	Public Service Bus registration end March 31.
March 29	WrestleMania bus wrap. Service alert: Camping World Stadium detour. Response to customer concern.
March 30	Happy National Take a Walk in the Park Day! Service alert: Spring Fiesta in the Park detour. Public Service Bus registration ends today.
March 31	Shuttle service to Camping World Stadium for WrestleMania. Service alert: Spring Fiesta in the Park detour. Service alert: Camping World Stadium detour.
April 1	Service alert: Camping World Stadium detour for WWE Wrestlemania.
April 2	Shuttle service to Wrestlemania event.
April 3	Updated cover photo. LYNX board approves April 30 service changes.
April 4	Response to question regarding employment opportunities at LYNX. SR 436 Transit Corridor Study.
April 5	April service change.
April 6	Response to customer regarding service. Response to customer concern regarding a bus incident. Response to complaint regarding delayed service. Response to complaint about a bus operator missing a stop. Easter holiday schedule. Private message response about bus operator not waiting for customer to sit down before taking off. Bumby reopening.
April 7	Bay changes on April 30. Response to customer complaint regarding several bus routes. Response to complaint regarding Link 55. Our thoughts and sympathy for the loss of Frank Attkinson. Service alert: Amelia Street closure due to construction. Service alert: Park Promenade Plaza service returns.
April 8	Service alert: Monterey Road closure due to construction.
April 9	Service alert: Orlando City Stadium detour.

LYNX Board Agenda

	It's game day. Ride LYMMO.
April 10	Bumby Avenue reopening. Park Promenade service returns. Response to customer concern regarding a missed bus stop.
April 11	Service alert: Corporate 5k detour. Response to customer complaint about service.
April 12	Easter holiday schedule. Response to customer complaint about a bus operator. Private message response about Disney Springs service.
April 13	Service alert: Corporate 5k detour. Public service bus winners. Response to customer about a 436S bus leaving early. Consider LYMMO during the Corporate 5k.
April 14	Response to customer concern regarding a bus operator. Happy Easter weekend! Holiday schedule reminder. Private message response about a bus operator missing a bus stop.
April 15	Lost and found will be open today. Ride LYMMO to Orlando City Stadium.
April 16	Happy Easter!
April 17	This morning is off to a bustling start at LYNX Central Station. Response to customer for bad experience on Link 104 from April 15.
April 18	Travel training program. Private message response about cost of a ride. Private message follow up about trip planning. Response to customer about accepting cash and coins on our buses.
April 19	April service changes. Response to question on how to use a 7-Day pass. Service alert: Detour due to Disney's Star Wars half marathon.
April 20	Throwback Thursday. Private message response to customer about a yellow light on our water filter.
April 21	Reminder: Detour due to Disney's Star Wars half marathon. Learn all about the SR 436 transit corridor project. Kissimmee Intermodal Station detour due to police activity. Normal service returns to Kissimmee Intermodal Station.
April 22	Earth Day.
April 23	April 30 service change.
April 24	ABBG survey. Private message to customer about using a bus pass. Private message to customer about nearest stop to his hotel. Private message response to customer about a missed bus. Private message response to customer about Disney Springs service.
April 25	Join us for the 16 th Annual Public Service Bus. Private message response to customer about Universal Studios service.
April 26	Public Service bus unveiling. We're going live at 10a. Stay tuned.

LYNX Board Agenda

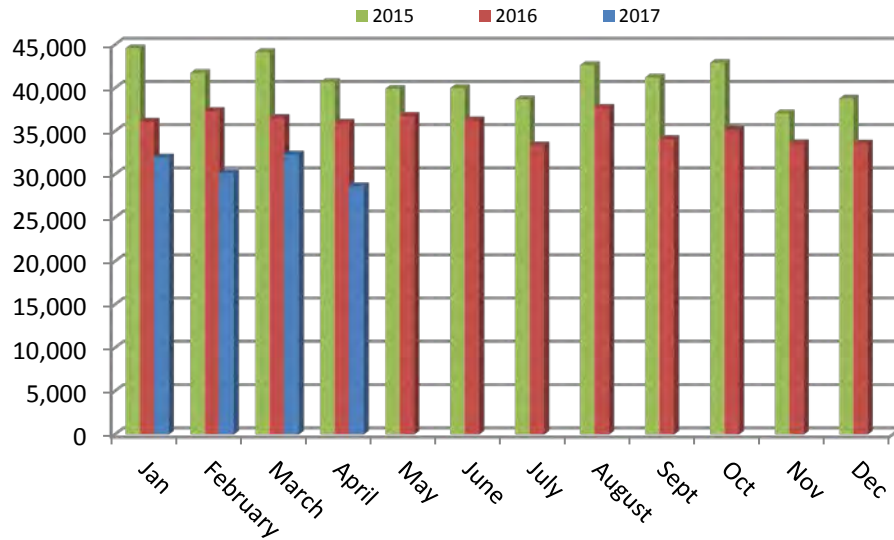
	The 2017-18 public service bus has been unveiled. LYNX supports National wear denim day.
April 27	Service alert: Edgewater Drive closure. Bus stop changes for April 30 service adjustments. Service alert: Puerto Rican Parade and Festival detour.
April 28	April 30 service changes. Response to customer complaint. Service alert: detour due to Florida Salsa Festival.
April 29	Service alert: Orlando City Stadium detour. April 30 service changes. Ride LYMMO to the Lions game.
April 30	April 30 Service Changes.

SOCIAL MEDIA USAGE	MARCH 2017	APRIL 2017
Facebook Likes	4,324	4,370
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	48,792	39,498
Twitter Followers	4,531	4,580

WEBSITE USAGE		
Total Page Views	766,934	720,188
Total User Visits	110,587	102,766

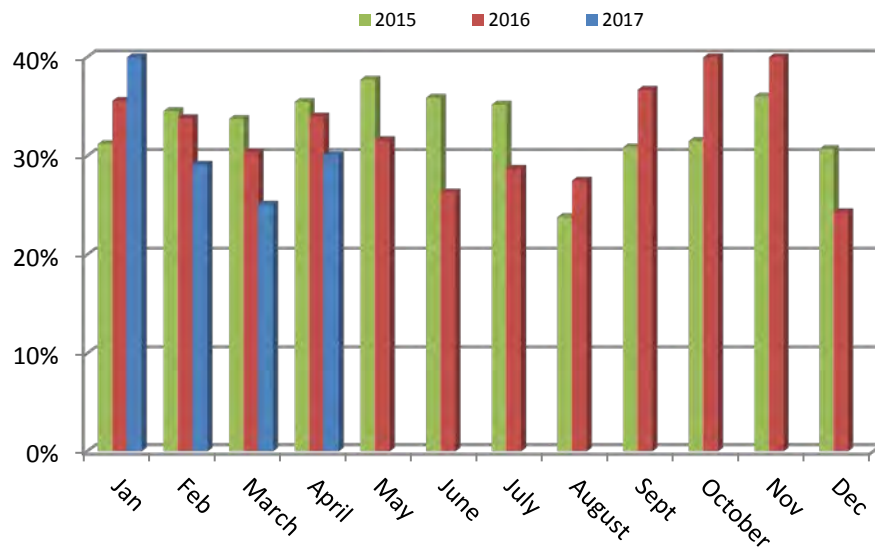
Customer Service

Fixed Route Calls



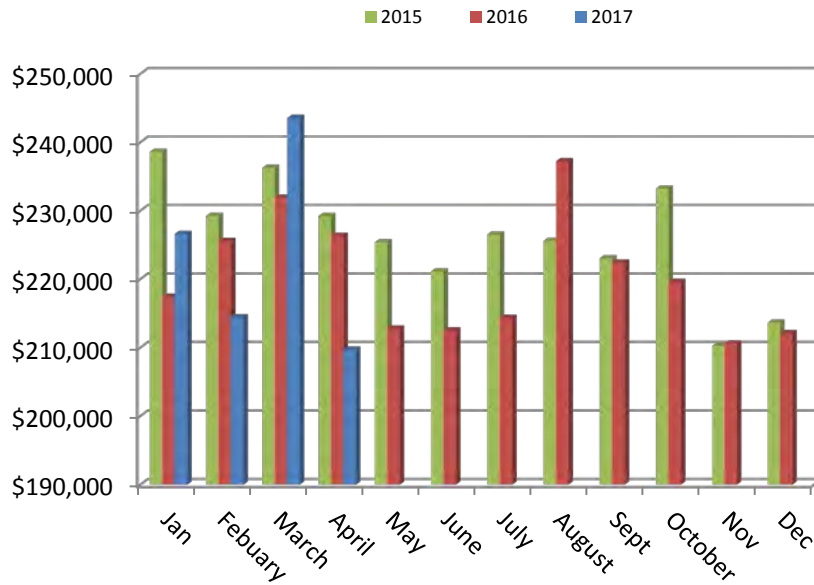
	2015	2016	2017
March	44,150	36,524	32,298
April	40,677	35,982	28,624

Lost & Found Percentage of Recovered



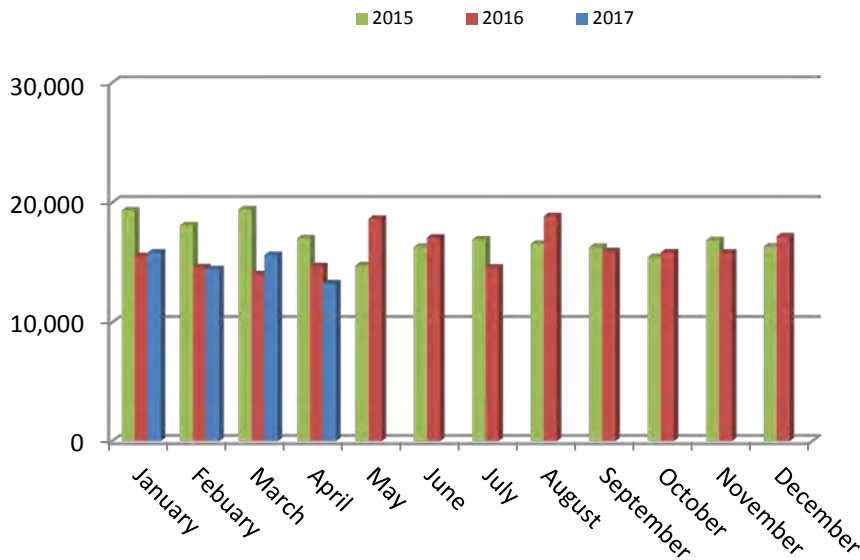
	2015	2016	2017
March	33.75%	30.39%	25.07%
April	35.48%	34.00%	30.10%

Fare Media Sales at LCS



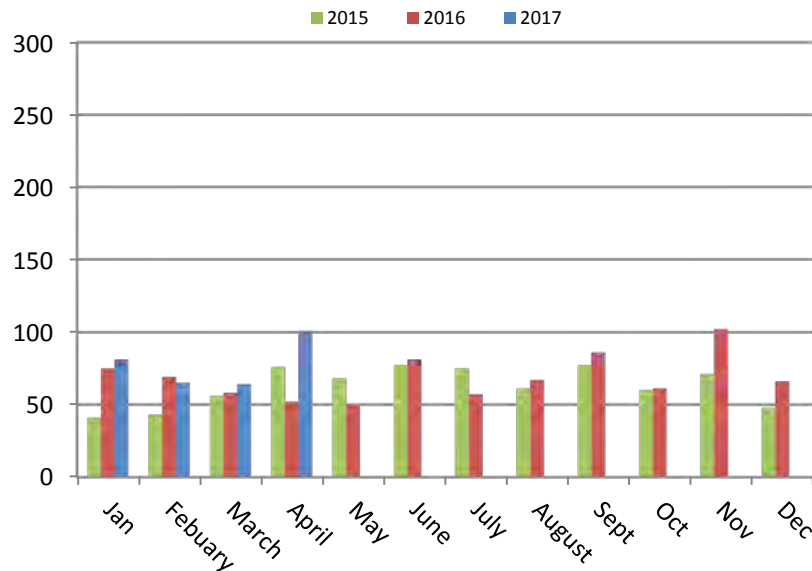
	2015	2016	2017
March	\$ 236,244	\$ 231,881	\$ 243,542
April	\$ 229,207	\$ 226,302	\$ 209,679

Customers Served at LCS



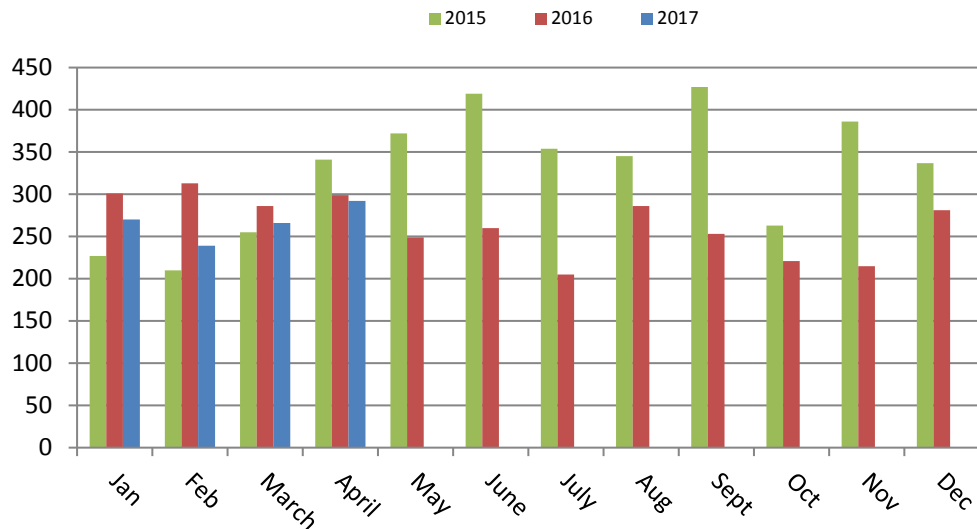
	2015	2016	2017
March	19,433	14,005	15,628
April	17,005	14,694	13,256

Paratransit Concerns



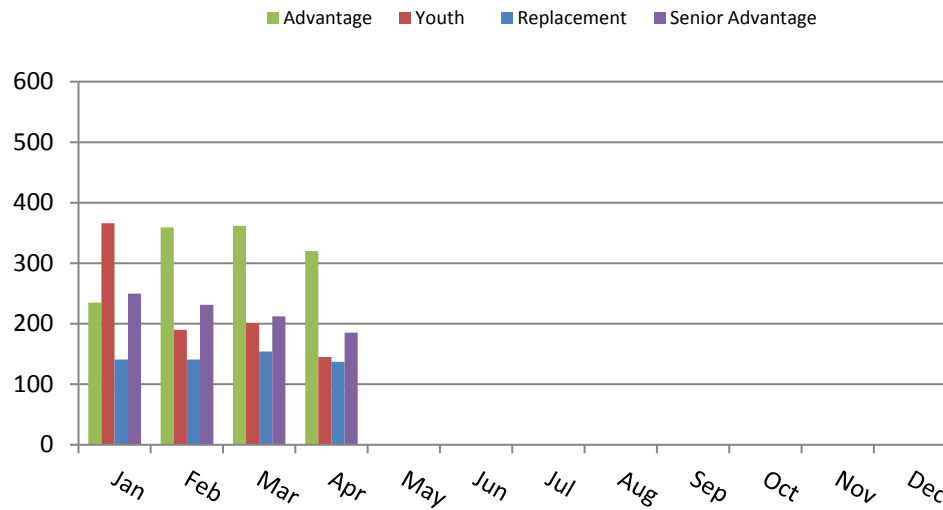
	2015	2016	2017
March	56	58	64
April	76	52	101

Fixed Route Concerns



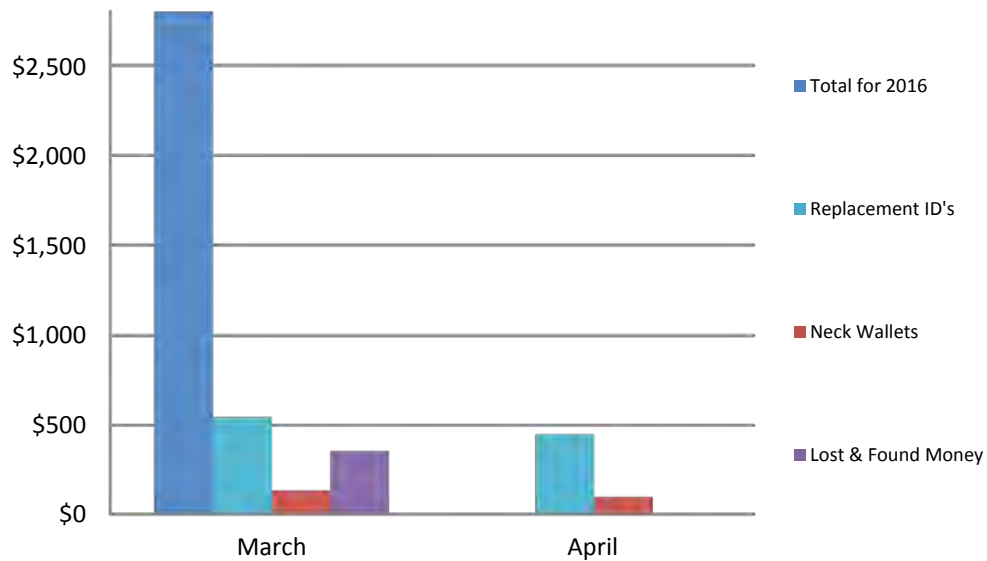
	2015	2016	2017
March	255	286	266
April	341	299	292

IDs ISSUED in 2017



	2015	2016	2017
March	1157	966	929
April	983	916	787

Income Generated Revenue



	Replacement ID's	Neck Wallets	Lost & Found Money
March	\$546	\$132	\$355
April	\$449	\$96	\$0

Monthly Report F: Planning and Development Report

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Douglas Robinson
(Technical Contact)
MYLES OKEEFE
(Technical Contact)
Stanimira Bourova
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Planning and Development Report

Date: 5/25/2017

STRATEGIC PLANNING:

STATE ROAD 436 CORRIDOR STUDY

The State Road 436 Transit Corridor Study will examine enhanced transit options, improved accessibility and safety, and a context sensitive design for the corridor from Orlando International Airport to State Road 434. A full Partner Agency Working Group (PAWG) meeting and SR 436 Field Tour was held March 29th; going over the preliminary findings from the Existing Conditions efforts and active conversation as groups traveled the northern and southern portions of the Study corridor. LYNX staff is reviewing the Existing Conditions Report in preparation for the next PAWG meeting scheduled for May 17th. During that same meeting, the PAWG members will go over final Existing Conditions details and begin work on setting the Goals and Objectives for the transit corridor.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

Notice to Proceed was issued to Cambridge Systematics on April 7th to begin work on the development of the Veterans Transportation Resources and Community Services (VTRACS) Customer Information System (CIS). A project kickoff meeting was held April 20th and 21st with LYNX Staff, Cambridge Systematics and Alesig Consulting – who remains on the project until final testing and acceptance to assist LYNX staff with the project management and oversight.

SYSTEM WIDE ONBOARD ORIGIN AND DESTINATION SURVEY

In November 2016, LYNX began work with its contractor, ETC Institute, on a system-wide Origin and Destination survey. The initial work focused on the LYNX routes with the highest ridership (over 3,000 passenger trips per day) and SunRail; identifying the stops/stations that passengers boarded and alighted the vehicles to help with further data extrapolation later. Following that, the full survey instrument was deployed with a survey team utilizing tablets to engage in conversations with passengers on all the LYNX fixed-routes, NeighborLink, and SunRail. The surveying team collected over 13,000 surveys from the three modes – fixed-route, NeighborLink and SunRail. Quality review of the surveys is underway and the initial data set is to be available in May 2017. ETC Institute staff will then expand and extrapolate the data to reflect the LYNX service area and population to complete the final report and planning tools, which is scheduled for receipt in July 2017.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

LYNX GIS Staff updated all data and map sharing pages on InLYNX and GoLYNX web sites with information for April 2016 bid. GTFS data was imported in TBEST (transit modeling tool) and the updated system was shared with the LYNX' planning staff. NavTeq 2nd Quarter data from FDOT was added to LYNX' base map data directory and will be used for updating the LYNX geocoding services.

LYNX GIS staff shared the geocoded LYNX' accidents database between 10/14/2014 and 10/1/2016 and the spatial analysis of the results with the team for LYNX Safety and Training Study.

The transit Boarding Estimation and Simulation Tool (TBEST) was calibrated for 2017 with collected ridership data and projected area demographic and employment data. GIS and Planning staff are working on defining SOP for route planning to utilize REMIX, TBEST and TRAPEZE FX tools in efficient manner.

Number of GIS request were completed to evaluate potential relationship with Valencia State College and other businesses.

NEIGHBORLINK TECHNOLOGY

Pilot service began on NeighborLink 622 (Oviedo) on January 23, 2017. This pilot involves running the legacy scheduling software and the new software in parallel to check and verify the operations, data collection, and data reporting. LYNX and the vendor have been working to identify and resolve issues with automated trip assignment to vehicles and consistency in data reporting. The issues appear to have been resolved and are now being verified to be working in a stable environment over a one month period.

FIXED ROUTE REAL-TIME INFORMATION

DoubleMap, Inc., the vendor for the provision of real-time bus location has completed the integration with the Clever Devices, Ltd. and Trapeze Group Computer Aided Dispatch (CAD) systems and is now providing real-time information in a mobile application for testing. The information is being tested to ensure that all Links and buses are correctly represented in the

mobile application. The vendor is currently developing a LYNX-specific application due for launch before the end of May 2017.

GRANTS

- Grants coordinated the Federal Transit Administration quarterly oversight meeting held in Orlando, FL on March 24, 2017.
- As the June 2017 targeted deadline for final draw-down of funds associated with the TIGER II Grant (currently funding the Parramore BRT Project) approaches, Grant staff continues to facilitate pre-closeout meetings with respective staff to expedite project/grant closing immediately upon project completion. These meetings are conducted on a weekly basis to provide status updates of all remaining activities, along with the timeline for completion. We continue to assist in processing change orders and commenced grant close-out preparations.
- LYNX secured grant funding for the acquisition of two properties: Pine Hills Transfer Center and the Nopetro land adjacent to the LYNX LOC property.
- On February 23, 2017, LYNX staff conducted the Pre Award on-site monitoring reviews and collected the necessary information to enter into a Sub-recipient agreement with the newly awarded Human Service Agencies under the 5310 Program.
- A post award monitoring was conducted to close-out the Sub-recipient Agreement with Meals on Wheels.
- Completed an update to the 5310 Program Management Plan and the LYNX Sub-recipient Monitoring Review Report.
- Grants continues to provide technical assistance on the implementation of the Special Mobility Needs & Communication Program for seniors and individuals with disabilities completed by the CUTR
- LYNX auditors, Cherry Bekaert completed the FY16 year-end Single Audit A-133. They tested several grants to ensure federal and state awards & expenditures adhered to applicable regulations & requirements. The auditor's report reflects no findings on grants management.

SERVICE PLANNING

The Service Planning Division activities during this period have been primarily devoted to the implementation of the April 2017 service change and planning associated with the FY 2017 and August 2017 service changes. Activities have included conducting public workshops and hearings, holding meetings with operators and transportation supervisors to seek their input, and sharing the list of changes with the key stakeholders.

Service Planning staff have been working with the staff from other LYNX departments to collect and check agency performance data in preparation for the FY 2016 National Transit Database Annual Report to FTA.

INTERMODAL TERMINAL FACILITY AND SOUTH AIRPORT APM COMPLEX – LYNX staff received word from Brad Friel, Director of Planning of Greater Orlando Airports Authority (GOAA), that they would like for LYNX to move their current terminal from Orlando International Airport to the new Airport Transportation Center, which is located approximately one mile south of the current airport terminal. They are requesting this move to be effective on August 25, 2017. LYNX planning staff is looking at the new route alignment and the effects that this change would have on the routes serving the airport.

ENGINEERING AND CONSTRUCTION

LYNX Engineering and Construction Staff concluded their contract with AECOM for bus shelters. This concluded our contract with their firm. The net result of the closeout was the installation of 23 bus shelters since the start of the fiscal year. A new contract was initiated and a workorder issued to one of our three new engineering firms-Kimley-Horn. They will be responsible for the design and engineering of 66 shelters starting in June 2017 and extending through the end of fiscal year 2018.

Since the award at the November 2016 BOD meeting to LNI Custom Manufacturing, staff has been working diligently with the contractor to start work under their contract for the manufacture of commercial style shelters. However, the contractor since the award has stated that due to their own errors and omissions, are not able to meet the requirements of their contract. As such, as of May 9, 2017 this contract was canceled and as per the procurement for these shelters, awarded to the second ranked team, Tolar Manufacturing.

In addition to the above, staff has been involved in the purchase transactions for the NoPetro property next to the LYNX Operations Center and the Belco site from the Urban League for the future Pine Hills Bus Transfer Station.

Further, LYNX has also had a kickoff meeting for the design of the Rosemont and Florida Mall Transfer Centers. Conceptual designs will be complete in 4-5 months.

Monthly Report G: Procurement Calendar

To: LYNX Board of Directors

From: Charles Baldwin
DIRECTOR OF PROCUREMENT
Linda Stevens-Olsen
(Technical Contact)

Phone: 407.841.2279 ext: 6097

Item Name: Procurement Calendar

Date: 5/25/2017

Please see Procurement Calendar PDF, attachment.

PROCUREMENT CALENDAR FOR 2017

BOARD MTG. DATES	DOCUMENT NO.	PROCUREMENT PROJECT NAME	CONTRACTOR	BOARD ACTION NEEDED	OPTION INFO.
May 25		Mobile Fare Payment Program	nMomentum	Authorization to issue a PO for \$67,200 to nMomentum for LYNX Mobile Fare Payment Program Support	
		Six Paratransit Vehicles	Alliance Bus Group d/b/a First Class Coach Sales	Authorization to Issue a PO to Alliance Bus Group under FDOT Vehicle Procurement Program (TRIPS) State Contract #TRIPS-17-CA-ABG for 6 Paratransit Vehicles	
		General Counsel, Public Procurement/Contracts Law, Real Estate, Construction, and Labor/Employment Law Legal Services		Request to release a Request for Proposal	
		Rental of Work Uniforms, Supplies and Floor Mats		Authorization to Piggyback on the New School District of Osceola County Contract SDOC-17-B-061-LH	
	RFP 17-R03 and Contract 14-C01	Pressure Washing of LYNX LCS, LOC and Transfer Centers	TJ's Quality Construction Clean Up	Authorization to Release an Request for Proposal and Request Extension of Service for Contract 14-C01	
	RFP 17-R06	Purchase and Installation of Bus Wash		Authorization to Release a Request for Proposal	
	Contract 13-C15	Labor/Employment Legal Services	Baker Hostetler LLP	Authorization to Amend Contract	
	Contract 13-C20	Route Monitor / Ladder and Maintenance	Trapeze	Authorization to negotiate a Master Agreement for Trapeze Software Maintenance Agreement	
	Contract 13-C22	Motor Oil, 15W40, Bulk Delivery	Seaboard Neumann	Authorization to exercise 2nd year option	1st option ends on 7/24/17
	Contract 13-C24	Healthcare Benefits Consultant Services	Gallagher Benefit Services	Authorization to exercise 2nd year option	1st option ends on 7/24/17
	Contract 13-C25	Design, Deployment, and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project	Alesig Consulting	Authorization to exercise 2nd year option	1st option ends on 7/23/17
	Contract 14-C18		HDR Engineering	Authorization to use General Planning Consultant Services Contract with HDR to complete State Road 50 Phase 1 Bus Rapid Transit Station Area Analysis for 11 BRT Station Areas	
	Contract 14-C21	Express Bus Service	Mears Transportation Group	Increase the not-to-exceed amount for service on Route 208 by \$571,161 (from \$812,478 to \$1,383,639) for February 2016 through April 30, 2017	Contract original 3 years ends on 3/28/17

	Contract 14-C26	Parramore Bus Rapid Transit Project (BRT)	Balfour Beatty Construction	Authorization to issue change orders that exceed the approved 50% of LYNX Board approve	
	Contract 14-C27	Tort Legal Services	Zimmerman, Kiser, Sutcliff Attorneys	Authorization to exercise 1st year option	First 3 years ends on 7/24/17
	Contract 14-C29		Hilyard, Bogan & Palmer		
	Contract 14-C27	Tort Legal Services	Zimmerman, Kiser, Sutcliff Attorneys	Authorization to Award an Extension of Contract 14-C27 to Execute the 1st Option Year	First 3 years ends on 7/24/17
	Contract 14-C28	Van Pool Fleet Management Services	vRide	Authorization to Execute 1st Year Option	First 3 years ends on 9/30/17
	Contract 14-C29		Hilyard, Bogan & Palmer	Authorization to Award an extension of Contract	First 3 years ends on 7/24/17
	Contract 14-C30	Workers' Compensation Legal Services	Bolton & Helm LLP	Authorization to exercise 1st year option	First 3 years ends on 7/24/17
	Contract 17-C13	Paratransit and NeighborLink Services	MV Transportation, Inc.	Request authorization to award Contract 17-C13 and negotiate the final five (5) year price with MV Transportation, Inc. for Mobility Management and Broker Services	
	Contract 17-C16	Fabrication of Commercial Style Shelters	Tolar Manufacturing	Authorization to Award Contract	

July 27	Contract 12-C16	Bus Tire Leasing	Goodyear Tire & Rubber		
	Contract 13-C23	Fabricate/Manufacture of LYNX Style Shelters	Spencer Fabrication	Authorization to exercise 2nd year option	1st option ends on 9/30/2017
	Contract 13-C26A	Paint, Body & Shop Supplies	Ben's	Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C26B	Paint, Body & Shop Supplies	Accugraphics	Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C27	Maintenance and Inspection of Amerex Fire Suppression System	Haines City Fire Extinguisher Services	Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C28	Postal Processing Services	Postal Savings Specialists	Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C30	Installation of Passenger Shelters	Barracuda	Authorization to exercise 2nd year option	1st option ends on 9/26/17
	Contract 14-C03	Towing Services	Johnson's Wrecker	Authorization to exercise 2nd year option	1st option ends on 9/30/17
	Contract 14-C07	Occupational Health Services	Care Sot	Authorization to exercise 2nd year option	1st option ends on 9/30/17
	Contract 14-C15	Super Stop Planning and Impact Analysis	VHB Engineering	Authorization to exercise 2nd year option	1st option ends 9/29/17
	Contract 14-C16	Multi-Modal Transportation Planning	Parsons Brinckerhoff	Authorization to exercise 2nd year option	1st option ends on 9/30/17
	Contract 14-C17	Multi-Modal Transportation Planning	RS&H	Authorization to exercise 2nd year option	1st option ends on 9/30/17
	Contract 14-C18	General Planning Services	HDR Engineering	Authorization to exercise 2nd year option	1st option ends on 9/30/17

	Contract 14-C28	Van Pool Fleet Management Services	V-Ride, Inc.	Authorization to exercise 1st year option	First 3 years ends on 9/30/17
	Contract 14-C31	Inspection of Fire Alarm and Sprinkler System	Space Coast Fire & Safety	Authorization to exercise 1st year option	First 3 years ends on 9/30/17
	Contract 15-C13	Flex Bus Technology Project	Double Map	Authorization to exercise 2nd year option	1st option ends on 8/10/17
	Bid 17-B03	Repaint of LYNX Bus Shelters	?	Authorization to Award a Contract	

September 21	Contract 17-C11	Cambridge Systematics	Veterans Transportation Resources and Community Services (VTRACS)	Authorization to exercise 1st year option	First contract year ends on 10/26/17

November 9	Contract 13-C14(A)	State Lobby Contracts (A)	JEJ	Authorization to exercise 2nd year option	2nd option ends on 2/24/2018
	Contract 13-C14(B)	State Lobby Contracts (B)	Peebles & Smith	Authorization to exercise 2nd year option	2nd option ends on 2/26/2018
	Contract 13-C14(C)	State Lobby Contracts (C)	Southern Strategy Group	Authorization to exercise 2nd year option	2nd option ends on 3/1/2018
		State Lobby Contracts (D)		Authorization to exercise 2nd year option	13-C14(D) 2nd option ends on 2/21/2018
		Labor/Employment Legal Services		Authorization to exercise 2nd year option	13-C15 2nd year option ends on 1/31/2018
	Contract 13-C17	Banking Services	Bank of America	Authorization to exercise 2nd year option	2nd option ends 1/30/2018