



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 July 27, 2017

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3. Recognition

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)

i.



Authorization to Release a Request for Proposal (RFP) for Background Screening Services

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B. Award Contracts

i.



Authorization to Award Contract #18-C03 to Papco for 87 Octane Unleaded Fuel

Pg 17

ii.



Authorization to Award Contract #18-C04 to Glover Oil for B-99 Biodiesel Fuel

Pg 19

iii.



Authorization to Award Contract #18-C05 to Petroleum Traders for Dyed Ultra-Low Sulfur Diesel

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iv.



Authorization to Award a Contract to Bridgestone Americas Tire Operations, LLC for Tire Leasing

Pg 23

v.



Authorization to Award a Contract Contractors Enterprise, Inc., for the Pressure Washing of LYNX Central Station (LCS) and Ten (10) Transfer Stations

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vi.



Authorization to Award Bus Service Agreement #17-A23 with Lakeland Area Mass Transit District (Link 416 and 427)

Pg 29

-Attachments

C. Extension of Contracts

i.



Authorization to Increase Contract #14-C30 with Bolton & Helm, LLP for Workers' Compensation Legal Services

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- ii.  Authorization to Extend Contract #13-C16 with Akerman, LLP, to December 31, 2017 Pg 44
- iii.  Authorization to Extend Contract #12-C16 with Goodyear Tire and Rubber for the Tire Leasing Runout Program Pg 45

D. Miscellaneous

- i.  Authorization to Issue Coordination Agreements to Multiple Non-Compensable Human Services Agencies Pg 47
 -Attachments 
- ii.  Authorization to Enter into a Participating Addendum with New Flyer of America as Part of the Commonwealth of Virginia's Department of General Services Contract for the Purchase of Fifteen (15) Articulated Buses Pg 58
- iii.  Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program Pg 60
- iv.  Authorization to Execute METROPLAN Orlando's FY2017-2018 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 62
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- v.  Authorization to Issue a Purchase Order to Alliance Bus Group for the Purchase of Twenty-five (25) Paratransit Buses Pg 78
- vi.  Authorization to Issue a Purchase Order to Florida Transportation Systems for the Purchase of Twenty-five (25) Paratransit Buses Pg 81
- vii.  Authorization to Issue a Purchase Order in the Amount of \$73,200 to nMomentum for LYNX' Mobile Fare Payment Program Support Pg 83
- viii.  Authorization to Auction Surplus Equipment & Obsolete Bus Parts Pg 91
- ix.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 96

8. Action Agenda

- A.  Authorization to Enforce "No Strand Policy" Pg 99
 -Attachments 
- B.  Authorization to Adopt Fiscal Year 2018 Operating and Capital Budgets Pg 110
 -Attachments 
- C.  Amendment to LYNX' FY2017 Operating and Capital Budgets Pg 133
 -Attachments 
- D.  Authorization to Enter into the FY2018 Service Funding Agreements with the Regional Funding Partners Pg 146
 -Attachments        

- E.  Authorization to Submit the FY2018-2027 Transit Development Plan (TDP) Major Update to the Florida Department of Transportation (FDOT) District 5 for Approval to meet Block Grant Funding Requirements Pg 320
 - *Attachments* 
- F.  Authorization to Initiate Public Outreach Process for Fiscal Year 2018 Proposed Service Changes Pg 347
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- G.  Authorization to Extend Contract #12-C02 with MV Transportation, Inc. for a Period of up to Two (2) Month for Paratransit Services and to Increase the Not-To-Exceed Amount of the Contract Pg 349
 - *Attachments* 
- H.  Authorization to Extend Contract #10-C21 with MV Transportation, Inc. for a Period of up to Two (2) Month for NeighborLink Services and to Increase the Not-To-Exceed Amount of the Contract Pg 358
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- I.  Authorization to Increase the Not-To-Exceed Amount of Contract #12-C02 Extension with MV Transportation Pg 360
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- J.  Authorization to Increase the Not-to-Exceed Amount of Contract #10-C21 Extension for MV Transportation Pg 362
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- K.  Authorization to Award Contract #18-C08 to MV Transportation, Inc., for Paratransit and NeighborLink Services Pg 364
 - *Attachments* 

9. Work Session

- A.  SR 436 Transit Corridor Study - Project Update Pg 374
 - *Attachments* 

10. Information Items

- A.  Notification of Settlement Agreement Pursuant to Administrative Rule 6 Pg 396

11. Other Business

12. Monthly Reports

- A.  Business Development Report - July & August 2017 Pg 397
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- B.  Communications Report - July & August 2017 Pg 398
- C.  FY2017 Ridership Report thru July 2017 Pg 413
- D.  Monthly Financial Report - August 31, 2017 Pg 424
-Attachments 
- E.  Monthly Financial Report - July 31, 2017 Pg 431
-Attachments 
- F.  Planning and Development Report Pg 438
- G.  Procurement Calendar Pg 442
-Attachments 

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 Director Meeting Minutes

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

DATE: **July 27, 2017**

TIME: **1:00 PM**

Members in Attendance:

Seminole County Commissioner Lee Constantine, Vice Chair
Mayor Buddy Dyer, City of Orlando
Mayor Teresa Jacobs, Orange County
FDOT District 5 Secretary, Steve Martin

Members Absent:

Osceola County Commissioner, Viviana Janer, Chair

1. Call to Order

The Vice Chair, Commissioner Lee Constantine, called the meeting to order at 1:02 PM. Vice Chair Constantine asked Mayor Jacobs to lead the Pledge of Allegiance.

2. Approval of Minutes

The Vice Chair asked for approval of the minutes of the May 25, 2017 meeting.

Motion was made and seconded to approve the Minutes of the May 25, 2017 Board of Directors' meeting. The Motion passed unanimously.

3. Recognition

The Vice Chair then recognized Donna Tefertiller, Director of Human Resources, to present LYNX' employee recognitions.

20 Years of Service:

Linda Collins, Bus Operator

20 Years of Service:

Fabian Whyllly, Bus Operator

4. Public Comments

Before proceeding with the Public Comments, Mr. Johnson announced that Action Item 8.C. will be pulled from the agenda and anyone wishing to speak on the Paratransit contract will not have to speak on the item at this time and will be taken off of the recording.

1. Joanne Cornelis, addressed the Board requesting extended service on bus and train to include weekends, holidays and evening hours. Ms. Cornelis specified bus lines 45 and 434, stating she would like to see buses run every half hour.
2. Margo Wright, addressed the Board stating that she has been using public transportation since 1981 utilizing Line 6 to work. Ms. Wright continues to use public transportation and expressed her concerns with the connections running late. Ms. Wright stated that she is aware that some adjustments have been made but even though Line 51 runs on time, the connections have been a major problem in the six years. She then closed by saying that the service is better than it was in 1981.
3. Clint Cuyler, addressed the Board as a 26 year old community organizer with the “Fight for 15 campaign in Organize Florida”, he spoke on behalf of the millennials as it is his desire to help the public transportation system because it works but there is some improvement to be made. Mr. Cuyler stated that our list of priorities did not pertain to people like him that do not have transportation, but have multiple jobs with responsibilities of paying rent and utilities. It is not beneficial to those that work in theme parks and have to commute after 11 p.m. and would have to find alternative transportation. Mr Cuyler stated that LYNX can improve if they extend service hours and decrease fares.

5. CEO Report

The Vice Chair recognized Edward Johnson, Chief Executive Officer.

Mr. Johnson reported that they removed an item from the Consent Agenda during the oversight committee meeting. Item D xiv, the Interactive Voice Recording system and for the record, it is off the list.

Mr. Johnson shared with the board how pleased he was to be working with Nicola Liquori and her team at SunRail as LYNX has been working collaboratively with Orange County Government and FDOT on the Train to Plane Campaign providing transportation service to and from the airport. To help identify the correct vehicle, the buses are wrapped with the logos and operators wear specific uniforms to help distinguish the new service and route.

Mr. Johnson also addressed the campaign in place to spruce the appearance of the buses with new vibrant colors and to increase the security features as well with repainting the numbers displayed on top of the buses to help law enforcement identify buses. There is an upcoming item on the agenda requesting approval to contract an agency to paint the bus shelters.

Mr. Johnson announced the Lime Line Lymmo Ribbon cutting event for August 4, 2017. Invitations have been sent to all board members and stakeholders in the community.

Mr. Johnson provided a brief video emphasizing new technology with the LYNX buses that consisted of:

- Free Wi-Fi availability on the buses
- Real Time with inter-active maps that will display location of buses and the ability of scheduling Neighbor Link services through mobile apps.
- The ability of using your smart phones to purchase a bus pass by a secured mobile payment application.

Mr. Johnson stated he is proud of his staff that have worked so hard in putting forward the initiatives and turned these technology projects around in a years' time. He added that there is a new mobile application also being rolled out in a couple of months that was not on the video called "See Something Say Something". It is a new program to report anything we see on the buses that needs to be reported in a discreet manner to security and they will contact Law Enforcement or the responsible agency to handle the situation. He stated there were other exciting projects in the works.

Vice Chair Constantine allowed public speaker Clint Cuyler who raised his hands to ask if we ever considered Solar Panels on the buses, Vice Chair asked Mr. Johnson to address his question. Mr. Johnson stated we are working closely with our partners through the City of Orlando, Chris Castro, we plan on doing an audit of our facilities and our equipment to see how we can get renewable energies put into our operations we hope to come back to the board in about a year where we will be putting solar on top of our buildings and vehicles. The day after this board selected me for this position we did the ribbon cutting for the Compressed Natural Gas Fueling Station at our LYNX Operations Center. We have had rave reviews of our CNG Facility and have recognized some savings with CNG.

6. Oversight Committee Report

Vice Chair Constantine thanked Mr. Harrison for chairing the Oversight Committee meeting in Comm. Janer's absence. Mr. Harrison provided a report of the July 27th Oversight Committee held earlier this day at 10:30 a.m. Mr. Harrison stated that we are recommending that the board act to approve the award of the contract to Americaneagle.com for the Mobile Fare Payment system. Mr. Harrison stated that we are recommending that the board defer Action Item 8.C., which Mr. Johnson referred to earlier, until the next available Board Meeting as the Finance Committee has requested additional information. Mr. Harrison concluded stating that details on presentations were heard on the Workshop Agenda Items, Preliminary Operating Budget, Preliminary Capital Budget and we concurred with staff's recommendations on those.

7. Consent Agenda

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Design Building Services for the LYNX Operations Center Parking Expansion

B. Award Contracts

- i. Authorization to Award Contract to JMD Global Developers for the Repaint LYNX Bus Shelters

C. Extension of Contracts

- i. Authorization to Exercise the Second Year Option of Contract #13-C23 with Spencer Fabrication for Construction of Passenger Shelters
- ii. Authorization to Exercise the Second Option Year on Contract #15-C13 with DoubleMap, Inc.
- iii. Authorization to Exercise the Second Option Year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc.
- iv. Authorization to Exercise the Second Option Year of Contract 13-C26A with Ben's Paint Supply
- v. Authorization to Exercise Second Option Year on Contract #14-CO3 with Johnson's Wrecker Service
- vi. Authorization to Exercise the Second Year Option of Contract #14-C07 to Care Spot Express Healthcare for Occupational Health Services
- vii. Authorization to Exercise Second Option Year of Contract #14-C15 to Vanasse Hangen Brustlin, Inc.; Contract #14-C16 to Parsons Brinckerhoff, Inc.; Contract #14-C17 to RS&H, Inc.; Contract # 14-C18 to HDR Engineering, Inc. for General Transportation Planning & Consulting Services
- viii. Authorization to Exercise the Second Year Option of Contract #13-C30 with Barracuda Building Corporation for Installation of Passenger Shelters
- ix. Authorization to Increase the Initial Three (3) Year Term of Contract #13-C28 to Postal Savings Services for Postal Services and to Exercise the Second Year Option of the Contract
- x. Authorization to Extend the Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing

- xi. Authorization to Extend the Joint Participation Agreement (JPA) for feeder bus service with the Florida Department of Transportation (FDOT) for SunRail

D. Miscellaneous

- i. Authorization to Issue a Purchase Order in the Amount of \$59,400 to nMomentum for LYNX' Mobile Fare Payment Program Support.
- ii. Authorization to Approve an Interlocal Agreement with the University of Central Florida (UCF) to Provide Bus Wrap and Body Shop Services for the Campus Fleet.
- iii. Authorization to Piggyback on Orange County's Contract with Cigna for Medical and Stop Loss Insurance.
- iv. Authorization to Extend Bus Service Agreement with the University of Central Florida (UCF) for Knight LYNX Services.
- v. Authorization to Extend Bus Service Agreement with Econ River High School - Greater Orlando Campus (SHS)
- vi. Authorization to Notify MetroPlan Orlando of LYNX's Desire to Continue as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties
- vii. Authorization to Piggyback off Orange County on Janitorial Services for LYNX Central Station (LCS) and LYNX Operations Center (LOC)
- viii. Authorization to Submit the FY2018 Transportation Disadvantaged Trip Grant
- ix. Authorization to Enter into an Agreement with Transportation Network Companies (TNCs) as Part of TD Voucher Program and as Part of the Paratransit Mobility Services Model and Amend the FY2017 Amended Operating Budget
- x. Authorization to Piggyback onto the City of Orlando Contract (RFP14-0012010) with First Capital Property Group for Real Estate Appraisal and Consulting Services
- xi. Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) For FY 17 Competitive Funding Notices: Section 5339 Bus and Bus Facilities and Public Transportation Innovation Programs
- xii. Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2017 Apportionments and to Sub-allocate FY 2017 Orlando

Urbanized Area 5307 Funding to Lake County Transit Services and the Florida Department of Transportation

- xiii. Authorization to Issue a Purchase Order to WSP, Inc. for a Cost Not to Exceed \$450,000 for the Design and Engineering of the Pine Hills Bus Transfer Center

Interactive Voice Recording was item Xiv and has been removed from list

- xiv. Authorization to Write Off Assets Pursuant to the June 30, 2016 Physical Inventory Count and Reconciliation
- xv. Authorization to Enter into the Transportation Partner Agreement with Valencia College to Provide Transit Services and to Amend the FY2017 Amended Operating Budget
- xvi. Authorization to Transfer Sixty Light Fixtures to the Lakeland Area Mass Transit System

Vice Chair Constantine asked if there were questions or discussions for any of the consent agenda items. Mayor Buddy Dyer requested to move approval to consent agenda and was seconded by Mayor Jacobs. Motion passed unanimously.

8. Action Agenda

A. Authorization to Enter into Negotiation and Award a Contract to Americaneagle.com for Mobile Fare Payment System.

Ms. Sherman provided a brief overview on Action Item 8.A. requesting authorization to enter into negotiation and to award contract to Americaneagle.com in the amount of \$414,000. For revenue share and component and 1.9 for validators. Action requesting is to proceed with the public information process as it is a new fair product that has to be introduced to the public.

Al Connelly, Americaneagle's Technical Director introduced Sr. Vice President Chung Chung Tam and Tony Johnson, Project Manager and provided a brief demonstration on how to download the ticketing application and purchase tickets. He explained that customers can go to their App store for the IOS.

Mr. Johnson reiterated that the system is open for all regional partners throughout the Metropolitan Area to make sure we have true regionalism with transportation and we are connected throughout the community.

Vice Chair Constantine requested motion to award contract to Americaneagle.com for Mobile Fare Payment Systems. Motion to approve contract by Mayor Jacobs and Seconded by Mayor Dyer. Motion passed unanimously.

B. Authorization to Approve Proposed Service Changes Effective August 20, 2017

Tomika Monterville requested Authorization to Approve Proposed Service Changes Effective August 20, 2017. Ms. Monterville reviewed route and schedule adjustments. The new maps and schedules are available on goLYNX.com.

Vice Chair Constantine requested motion to Propose Service Changes Effective August 20, 2017. Motion to approve contract by Mayor Jacobs and Seconded by Mayor Dyer. Motion passed unanimously.

C. Authorization to Accept the Recommendation of the Source Evaluation Committee (SEC) to Award a Contract to MV Transportation, Inc., for the Provision of LYNX's Paratransit (ACCESS LYNX) and Neighbor Link Services – Mr. Johnson requested this item to be delayed, to provide Finance Committee additional information.

Vice Chair Constantine requested motion to postpone contract to MV Transportation, Inc. indefinitely. Motion to approve contract by Mayor Jacobs and Seconded by Mayor Dyer. Motion passed unanimously.

9. Work Session

A. Overview of the FY2018 Preliminary Operating Budget:

Bert Francis, CFO, provided a brief synopsis on the key budget assumptions and how they got to the budget. They will continue FY 2018 Funding model that has been adopted in the past and has been consistent. Enhance Fixed Route, Neighbor Link and ACCESSLYNX Programs to the new mobility management program.

REVENUE:

- Federal Funding: Continue to maintain at the levels in the past this year we are proposing for one time that we use an additional 2 million dollars out of our preventative maintenance. The board has a policy that we will use 6.7 million dollars a year annually but we are trying to make an exception here to balance the budget.
- State Funding: Continue our state operating system that we get from the state.
- Advertising and other revenues: Continue on same path as in the past to maximize those availabilities.

EXPENSES

- Personnel: There are some increases for salaries that are consistent with what the funding partners have seen and some anticipated are union negotiations. We'll continue to monitor our Health Insurance Program to look at potential savings and efficiencies.
- Fixed Route, Paratransit and Neighbor Link services: Continue to move toward Mobility Management Model that is incorporated in the FY18 budget.

- Fuel Programs, Hedging Programs, Bio-diesel and Compressed Natural Gas (CNG): Continue as appropriate. The mayor said earlier, our CNG programs are in full swing.
- LYNX 25 Year Anniversary Celebration coming up next year. Some costs have been incorporated for this event.

OTHER CONSIDERATIONS – Not the final budget

- Laddered Investment Programs
- Health Care Cost
- P-Card Rebates
- Evaluate existing positions - Combine to be more efficient.

OTHER INITIATIVES

- SunRail Phase 2 Expansion (Feeder Service)
- Technology with Mobile Ticketing System
- Several Facility Improvements: including the Paratransit Facility from LB McLeod to our new New NoPetro Land site

The Operating side does not see a large increase, the component mix is a little different: Key assumptions are: Utilization of reserves: Anticipating to use 1.3 million in reserves.

The Oversight committee wanted a detail presentation and the conclusion was that we feel comfortable using reserves for next year but it's not a steady diet that we continue to operate on.

- Customer fares: No customer fare increase projected in FY 18 – Flat revenue side. Ridership is down between 3-4% from FY 17.
- Contract Services: Are about the same, squeezing out a little more interest income next year but some miscellaneous items have gone away which is why the decrease in this line.
- Federal Revenue: Will use about 2 million dollars more – Looks like it is more but plan to use less in other programs – It offsets it each other.
- State Revenue is about the same
- Local Revenue – Funding Model, goes up about 3.5 % consistent with what has been saying all along.
- Total Revenue is only up 3% vs. what it was in FY 17 (\$340K)

	FY2018 Preliminary Budget	FY2017 Amended Budget	Dollar Change Amount	% Change
Operating Revenues				
Fund Balance	\$ 1,299,591	\$ 2,182,828	\$ (883,237)	-40.46%
Customer Fares	25,349,318	26,167,535	(818,217)	-3.13%
Contract Services	6,051,580	5,742,153	309,427	5.39%
Advertising on Buses	1,975,000	2,332,134	•(357,134)	-15.31%
Advertising - Trade	30,000	30,000	-	0.00%
Interest & Other Income	924,321	1,080,514	(156,193)	-14.46%
Federal Revenue	17,252,055	17,231,868	20,187	0.12%
State Revenue	13,635,017	13,704,285	(69,268)	-0.51%
Local Revenue	65,216,177	62,920,750	2,295,427	3.65%
Total Revenue	\$ 131,733,059	\$ 131,392,067	\$ 340,992	0.3%

OPERATING EXPENSES

- A component increase in Salary and wages less than 3% up from last year
- Other services 1.6 million dollars less, that is offset on Federal Side by Additional Preventative Maintenance
- Fuel is up a little, Paratransit Fleet using a little more fuel than last year
- Other items materials & supplies – Utility all of those are the same
- Purchase Transportation Contract – we are still working out the details
- Total Operating Expenses of course equals the Operating Revenues at 131,733 that gives us a balance budget.

FY 2018 Local Revenue by Jurisdiction

It is consistent by the 3.5% there are other items and amounts we get reimbursed such as \$2 Capital that is about a 3.6% increase over last year and consistent with what LYNX has been telling funding partners all along

	FY2018 Preliminary Budget	FY2017 Amended Budget	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 78,076,998	\$ 75,960,271	\$ 2,116,727	2.79%
Other Services	11,748,341	13,384,328	(1,635,987)	-12.22%
Fuel	9,871,486	9,329,958	541,528	5.80%
Materials & Supplies	7,849,180	7,973,395	(124,215)	-1.56%
Utilities	1,604,244	1,475,080	129,164	8.76%
Casualty & Liability	1,597,385	1,583,631	13,754	0.87%
Taxes & Tags	457,330	436,843	20,487	4.69%
Purchased Transportation	18,897,860	19,810,012	(912,152)	-4.60%
Leases & Miscellaneous	1,549,188	1,336,700	212,488	15.90%
Interest	81,047	101,849	(20,802)	-20.42%
Total Operating Expenses	\$ 131,733,059	\$ 131,392,067	\$ 340,992	0.3%

We are on budget and on track for the year. In August it will be presented to Seminole County and in August they have Osceola and City of Orlando as need be and return back to you in Sept. we will bring back to Board for final approval and October commences the new Fiscal Year.

There is an item on the Consent Agenda that will allow us to piggy back on the Health Care contract of Orange County and would save us a couple of hundred thousand dollars in health care costs by simply piggy backing which is not included in the budget yet.

Another item that we'd like to add is changing out the inserts from our bus from cloth seats to vinyl seats, the costs can be offset by the savings in health care which will be incorporated into the final budget presentation in September.

B. Overview of the FY2018 Preliminary Capital Budget

Key Capital Budget Assumptions:

- Enhance LYNX facilities
- 3rd Collection of Mobile Ticketing Products- demoed earlier
- Maintain Fleet on all our modes not just fixed route but Paratransit side and all others
- Passenger Amenities such as shelters and super stops are worked into Capital side
- Enhance our Security and Surveillance Equipment – some products are due and need enhancement
- Advance communications and technological capabilities

Next years proposed budget is about 64 million vs the 49 million we had this year a lot is due to carry over about 20 million dollars of funding from the Feds we can carry over for next year. That is why the budget increased.

Below is a breakdown of the categories (Insert below):

The BRT is winding down we won't have to spend that kind of money.

Facilities include: LOC enhancement, the property we got from NoPetro to handle our Paratransit Fleet; LCS improvement and a new Bus Wash we trying to put in.

Passenger Amenities include additional shelters, Pine Hill Super Stop, Florida Mall Super Stop Security includes camera, software aspect of enhancing that system.

Support Equipment – other types of equipment such as Mobile Fare Payment

Technology incorporates a whole bunch of project as we continue moving forward with technology

Support Vehicles are vehicles we use in our everyday operations, fixed fleet our regular 40 ft. buses, articulating buses, paratransit fleet etc. That's the 63 Million, most of it, the line share will come from Federal which is the 20 million dollar carry over from last year.

C. FY 2016 Federal Transit Administration Triennial Review Close-Out

Mr. Johnson provided a brief note to remind the board that every three (3) years the Federal Transit Administration does a review to make sure we are in compliance with the Federal Laws. A review back in 2016 had 4 findings and approximately 2-3 weeks ago we received notification from the Federal Transit Administration that we have received a clean bill of health.

10. Information Items

- A. Notification of Settlement Agreement pursuant to Administrative Rule 6

11. Other Business (None)

The Vice Chair asked if there was other business to bring before the Board and was announced there was no other.

12. Monthly Reports

- A. Monthly Financial Report – June 30, 2017
- B. Monthly Financial Report - May 31, 2017
- C. Business Development Report – May 2017 – June 2017
- D. Ridership Report – October 2016 to May 2017
- E. Communications Report – May 2017 to June 2017
- F. Planning and Development Report
- G. Procurement Calendar

For review purposes only. No comments or discussions.

Vice Chair Constantine announced the opening of section 1A & 1B of the Wekiva Parkway and invited the audience to ride those 5 miles. It's pretty nice!

Vice Chair Constantine thanked the Expressway Authority for the tremendous community activity. Mayor Jacobs stated that Vice Chair Constantine has been modest and congratulated him for his legacy project and the completion of the beltway! Constantine also thanked DOT for the first industry trucking discussion today about rest stop in Seminole County looking at a full corridor discussion (14, 75 & 95), also thanked DOT for moving forward with that project.

The meeting was adjourned at 2:14 PM.

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Mike May
DIRECTOR OF HUMAN RESOURCES
Deborah Toler
(Technical Contact)
Jody Bennett
(Technical Contact)

Phone: 407.841.2279 ext: 6119

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

Date: 9/28/2017

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 Background Screening Services covering a three (3) year base period with two (2) one-year options with a not to exceed amount of \$95,000 for the five (5) years.

BACKGROUND:

Background checks are a vital part of the employment process to assist in hiring the best possible candidate. As part of our hiring process, LYNX conducts a comprehensive background check on every new hire. Because obtaining a comprehensive criminal history check involves accessing numerous sources of information where challenges in getting this information can vary from state to state and county to county, performing these checks in-house is not cost effective. Therefore, due to the volume of background checks needed and the complexities involved, LYNX uses a third party provider whose business it is to conduct background checks. During July 2015 to July 2016, we requested approximately 250 background checks. From July 2016 to July 2017, we requested approximately 300 background checks.

Our current agreement with Castlebranch, Inc. expires on 1/18/2018.

FISCAL IMPACT:

LYNX staff included \$19,000 in the FY2018 Proposed Operating Budget for reference checks. The projected FY2017 expenses are \$21,000. The overage will be covered with savings or transfers. Future years will be budgeted based on contract award amounts.

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #18-C03 to Papco for 87 Octane Unleaded Fuel

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to award Contract #18-C03 to Papco to provide 87 octane unleaded gasoline. The term of the contract is for a one year period beginning October 1, 2017 through September 30, 2018.

BACKGROUND:

The 87 octane unleaded gasoline is used to fuel LYNX staff vehicles and is also supplied to MV Transportation to provide Paratransit and Flex services for LYNX.

The current Contract expires on September 30, 2017. An Invitation for Bid (IFB) was issued on July 27, 2017 and responses were due on August 28, 2017. The bid required suppliers to provide a fixed fee cost per gallon known as an “Adder Fee” to deliver the fuel. The “Adder Fee” is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

The following bids were received:

Papco	\$.0491
Mansfield Oil	\$.0540
Truman Arnold	\$.0832
Palmdale Oil	\$.0866
RKA Petroleum	\$.1034
Global Montello	\$.1282
Gate Fuel	\$.1369
Petroleum Traders	\$.1556

The lowest responsive and responsible bidder is Papco.

FISCAL IMPACT:

LYNX staff included \$2,474,205 in the FY2018 Proposed Operating Budget to support the purchase of 87 octane unleaded gasoline. The current fixed fee for 87 octane unleaded gasoline is \$0.678 and the projected FY2017 expense for unleaded gasoline is \$2,323,250.

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #18-C04 to Glover Oil for B-99 Biodiesel Fuel

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to award Contract #18-C04 to Glover Oil to provide B-99 biodiesel fuel at the Oil Price Information Services (OPIS) daily average price. The term of the contract is for a one year period beginning October 1, 2017 through September 30, 2018.

BACKGROUND:

Contract #17-C01 with the Glover Oil Company expires on September 30, 2017. On July 27, 2017, LYNX Procurement staff issued an Invitation for Bid (IFB) for B-99 biodiesel fuel. Sealed bids were due back on August 28, 2017. The bid requested suppliers to provide a fixed fee price per gallon (excluding cost of the fuel) using the OPIS daily average. The fixed fee cost includes the cost to deliver the fuel and profit.

The following bids were received:

Glover Oil	\$-.0955
RKA Petroleum	\$-.0917
Palmdale Oil	\$-.0909
Mansfield Oil	\$-.0859

The lowest responsive and responsible bidder is Glover Oil.

FISCAL IMPACT:

LYNX staff included \$596,709 in the FY2018 Proposed Operating Budget to support the purchase of B-99 biodiesel fuel. The current fixed fee for B-99 biodiesel fuel is \$-.3500 and the projected expense for FY2017 for the purchase of biodiesel is \$360,308.

Description	FY17 Estimated Expense	FY18 Proposed Budget	Variance
Dyed Ultra Low Sulphur Diesel	\$4,201,819	\$3,979,809	\$ (222,010)
B-99 Bio Diesel	360,308	596,709	236,401
Total	\$4,562,127	\$4,576,518	\$ 14,391

Consent Agenda Item #7.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #18-C05 to Petroleum Traders for Dyed
Ultra-Low Sulfur Diesel

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to award Contract #18-C05 to Petroleum Traders to provide dyed ultra-low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2017 through September 30, 2018.

BACKGROUND:

The current Contract expires on September 30, 2017. An Invitation for Bid (IFB) was issued on July 27, 2017 and responses were due on August 28, 2017. The bid required suppliers to provide a fixed fee cost per gallon known as an “Adder Fee” to deliver the fuel. The “Adder Fee” is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

The following bids were received:

Petroleum Traders Corp	\$.0852
Papco	\$.1272
Mansfield Oil	\$.1299
Palmdale Oil	\$.1324
RKA Petroleum	\$.1327
Truman Arnold	\$.1395
Global Montello	\$.1421
Gate Fuel	\$.1455

The lowest responsive and responsible bidder is Petroleum Traders.

FISCAL IMPACT:

LYNX staff included \$3,979,809 in the FY2018 Proposed Operating Budget to support the purchase of dyed ultra-low sulfur diesel fuel. The projected FY2017 expense for ultra-low sulfur dyed diesel is \$4,201,819.

Description	FY17 Estimated Expense	FY18 Proposed Budget	Variance
Dyed Ultra Low Sulphur Diesel	\$4,201,819	\$3,979,809	\$ (222,010)
B-99 Bio Diesel	360,308	596,709	236,401
Total	\$4,562,127	\$4,576,518	\$ 14,391

Consent Agenda Item #7.B. iv

To: LYNX Board of Directors

From: **Thomas Stringer, Jr**
 CHIEF OPERATIONS OFFICER
Edward Flynn
 (Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Award Contracts**
Authorization to Award a Contract to Bridgestone Americas Tire Operations, LLC for Tire Leasing

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Bridgestone Americas Tire Operations, LLC for a three (3) year contract with the option for two (2) one (1) year options for a total not-to-exceed amount of \$3,203,484 for the five year period.

BACKGROUND:

- It has been LYNX practice to lease tires due to the fact that by leasing tires the cost of inventory and tire disposal are avoided. LYNX has continually monitored the market reviewing benefits of leasing versus buying transit bus tires and it has been proven that leasing produces the greater benefit.
- January 26, 2017, the Board of Directors authorized staff to release an Invitation For Bid (IFB) for Transit Bus Tire Lease. An IFB, Number 17-B06, was released on July17, 2017 soliciting competitive bids for experienced, qualified, and capable suppliers to provide the requested service.
- LYNX has approximately 313 transit buses with various tire sizes. Below are the tire size and the average annual mileage per year.

Bus Tire Description	Average Annual Mileage Per Year
B305/85R 22.5, Load Range “J”	106,948,512
B305/70 22.5, Load Range “H”	5,596,032
B275/70R 22.5, Load Range “H”	4,066,416
B385/55 R22.5	39,600

- As a result of this solicitation, the below two (2) bidders responded to the IFB.

Bridgestone Americas Tire Operations, LLC	The Good Year Tire and Rubber Company
---	---------------------------------------

- Per the solicitation, the award shall be made to the most responsive, responsible, and lowest cost bidder, which is Bridgestone Americas Tire Operations, LLC.
- This solicitation has resulted in a significant cost savings. This cost savings is attributed to the reduction in fuel cost and the various products used to produce rubber. In addition, this market normally had two major competitors, Good Year and Michelin. Although Bridgestone competed, they were not as successful as they are today. Over the last two to three years, Bridgestone has become a major player in this arena. As of October 1, 2017, they will begin supplying HART with their transit tires as well.
- Cost Savings:** As stated, this procurement has produced a significant cost savings over our current cost. Below is a table presenting new cost vs current cost per vehicle mile.

Bus Tire Description	New vs Current Cost		Savings
	Bridgestone New Cost	Good Year Tire and Rubber Current Cost	
B305/85R 22.5, Load Range "J"	\$0.00513	\$0.009336	45.05%
B305/70 22.5, Load Range "H"	\$0.00520	\$0.014190	63.37%
B275/70R 22.5, Load Range "H"	\$0.00552	\$0.012198	54.71%
B385/55 R22.5	\$0.01656	\$0.014660	-12.97%

LYNX expects to receive a total contractual cost savings over the life of the contract in the amount of \$2,928,433.

Contractual Not-To-Exceed Amount per Fiscal Year:

Fiscal Year 2018:	\$600,853
Fiscal Year 2019:	\$612,911
Fiscal Year 2020:	\$637,395
Fiscal Year 2021:	\$662,926
Fiscal Year 2022:	\$689,399

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is no goal for small business participation on this solicitation, however, LYNX encourages prime contractors to provide contracting opportunities to small business. The Offeror's summary of subcontractor utilization is to be submitted when the initial response to the Authority's solicitation is due.

FISCAL IMPACT:

LYNX staff included \$887,914 in the FY2018 Proposed Operating Budget to support the cost of leased tires and tire maintenance as follows:

Tire Leasing	Labor	Damaged Tires	Total
\$ 802,894	\$ 65,520	\$ 19,500	\$ 887,914

Future years will be budgeted based on the awarded contract amount.

Consent Agenda Item #7.B. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Award a Contract Contractors Enterprise, Inc., for the Pressure Washing of LYNX Central Station (LCS) and Ten (10) Transfer Stations

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Contractors Enterprise, Inc., with a not-to-exceed amount of \$284,520. The terms of the contract will be for a three (3) years with two (2) one-year options.

BACKGROUND:

At the September 22, 2016, Board of Directors meeting, staff received authorization to re-release a Request for Proposal (RFP) for the pressure washing of LYNX Central Station (LCS) and ten (10) Transfer Centers. IFB 17-B07 was released on June 2, 2017. Thirteen (13) responses were received from the following firms:

Firm	Five (5) Contract Year Total Amount
• Contractors Enterprises, Inc.	\$284,520
• TJ’s Quality Construction Clean-Up	\$322,200
• Pressure Me Clean Services, Inc.	\$521,800
• GPC Maintenance Systems, Inc.	\$794,600
• Pressure Power Washing	\$849,813
• American Janitorial, Inc.	\$976,125
• Spartan CS, LLC	\$1,138,060
• Fleetwash, Inc.	\$1,177,418
• Scrubzoni	\$1,191,178
• A-1 Orange Cleaning Service Company, Inc.	\$1,405,004
• D & A Building Services	\$1,893,491
• JMD Global Developers	\$3,482,300

LYNX Board Agenda

- Lenard Bell Painting, Inc. \$17,528,000
- In effort to provide a clean and safe experience for our customers, it is imperative that we pressure wash the exterior concrete areas at our locations. This service provide hot water pressure cleaning, with safe chemicals, and reclaim water at the LCS in a safe and environmental method in accordance with county and city rules, ordinances, and regulations.
- The overall objective is to pressure clean and remove all graffiti, chewing gum, stains, grime and all oil stains from raised walkway, waiting areas, bus bays, painted vertical supports, seats, brick pavers, curbing, court yard, retaining wall, concrete waiting areas, covered structures, advertising boxes, and trash cans.
- On September 22, 2016, the Board of Directors authorized staff to re-release a Request for Proposal (RFP) for the pressure washing of LYNX Central Station (LCS) and ten (10) Transfer Centers. Invitation for Bid (IFB) #17-B07 was released on June 2, 2017 soliciting competitive bids for experienced, qualified, and capable suppliers to provide the requested service.
- As a result of this solicitation, the below thirteen (13) bidders responded to the IFB.

A-1 Orange Cleaning Service Company, Inc.	GPC Maintenance System, Inc.	Pressure Power Washing
American Janitorial, Inc.	JMD Global Developers	Spartan CS, LLC
Contractors Enterprises, Inc.	Lenard Bell Painting, Inc.	Scrubzoni
D & A Building Services	Pressure Me Clean Services, Inc.	TJ's Quality Construction Clean-up
Fleetwash, Inc.		

- Per the solicitation, the award shall be made to the most responsive, responsible, and lowest cost bidder. Contractors Enterprise, Inc. was the most responsive, responsible, and lowest cost bidder. In addition, Contractors Enterprise, Inc., is a certified minority, women-owned business enterprise by the State of Florida.

Contractual Not-To-Exceed Amount by Fiscal Year:

- Fiscal Year 2018: \$47,758
- Fiscal Year 2019: \$57,053
- Fiscal Year 2020: \$59,903
- Fiscal Year 2021: \$59,903
- Fiscal Year 2021: \$59,903

FISCAL IMPACT:

LYNX staff included \$60,000 in the FY2018 Proposed Operating Budget for pressure washing services for the LCS and Super Stops. The projected FY2017 expenses for these services are \$54,170. Future years will be budgeted based on the awarded contract amount.

Consent Agenda Item #7.B. vi

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Award Contracts
Authorization to Award Bus Service Agreement #17-A23 with Lakeland Area Mass Transit District (Link 416 and 427)

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Bus Service Agreement #17-A23 with Lakeland Area Mass Transit District (LAMTD) to operate Links 416 and 427 in Polk County.

BACKGROUND:

In December 2012, LYNX entered into an agreement with Polk County Board of County Commissioners to provide fixed route bus service for Link 416 (Poinciana/Haines City) and Link 427 (U.S. 27/Haines City).

In October 2015, Saturday service for both the Link 416 and Link 427 was eliminated. Also on October 1, 2015 the Link 427 was reduced from one to two-hour headways. The Link 416 service was reduced from 18 trips to 9 trips on weekdays on January 24, 2016. In July 2017, LAMTD requested that both the Link 416 and Link 427 services be reinstated to their pre-2015 service levels for weekday and Saturday trips. The LAMTD board of directors approved the reinstatement of this service during their September 2017 meeting.

The current agreement (#13-A10) expires September 30, 2017. This new agreement will contain all terms of service and be valid from October 1, 2017 to September 30, 2018. The hourly rate for services is \$68.17. The impact of the additional hours of service is \$139,203 for Link 416 and \$263,748 for Link 427 for Polk County fixed route services.

FISCAL IMPACT:

LYNX staff included \$683,604 in the FY2018 Proposed Operating Budget for Link 416 and 427.

**BUS SERVICE AGREEMENT
(No. 17-A23)**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

**LAKELAND AREA MASS TRANSIT DISTRICT
(LAMTD)**

relating to the providing of bus service

October 1, 2017

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement.)

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Schedule of Exhibits

Exhibit “A” –Description and Schedule of Bus Routes

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2017, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

LAKELAND AREA MASS TRANSIT DISTRICT, an independent special taxing district, 1212 George Jenkins Blvd., Lakeland, FL. 33815 (hereinafter referred to as “**LAMTD**”).

LAMTD and LYNX shall sometimes each be referred to collectively as the “**parties**”.

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, LAMTD has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2018, will be based on an estimated hourly rate of \$68.17 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.

<u>County</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Farebox Revenue</u>	shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	shall mean the payment made to LYNX by LAMTD at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	shall mean the area indicated in <u>Exhibit “A”</u> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

- (c) The changing transportation needs of LAMTD to the extent LYNX can accommodate such needs; and

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2018 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of each fiscal of this Agreement (based on a September 30 fiscal year), LAMTD and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAMTD or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the LAMTD Board of Directors. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by LAMTD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAMTD Board of Directors written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAMTD's or LYNX's right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and

service. During the term of this Agreement, LYNX, after discussion with the LAMTD, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAMTD, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the LAMTD paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the LAMTD an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. LAMTD shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to LAMTD for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

c. For the purpose of invoicing LAMTD, invoices and related matters will be sent to the LAMTD at the following address:

Lakeland Area Mass Transit District
1212 George Jenkins Blvd.
Lakeland, Florida 33815

or received in person at:

Lakeland Area Mass Transit District
1212 George Jenkins Blvd.
Lakeland, Florida 33815

d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **This Paragraph is not applicable.**

8. **SECURITY DEPOSIT.** No security deposit is required of LAMTD under this Agreement.

9. **This Paragraph is not applicable.**

10. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

11. **BOND.** LAMTD shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the LAMTD under this Agreement.

12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

13. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and LAMTD under this Agreement shall be that of an independent contractor and not an agent.

14. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

15. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX:

Blanche Sherman, Director of Finance
LYNX

455 North Garland
Orlando, Florida 32801

with a copy to: Edward Johnson, CEO
LYNX
455 North Garland Ave.
Orlando, Florida 32801

As to the Company: Tom Phillips, Executive Director
Lakeland Area Mass Transit District
1212 George Jenkins Blvd.
Lakeland, Florida 33815

with a copy to: Darby Law Group
500 S. Florida Ave., Suite 520
Lakeland, FL 33801

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

17. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAMTD of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the LAMTD to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the LAMTD such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any

default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the LAMTD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Thus, for example, if LAMTD should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "A"**. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

18. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

19. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX's operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAMTD Executive Director.

b. Modifications that are anticipated to result in an increase to LYNX's operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAMTD Board of Directors.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

LAKELAND AREA MASS TRANSIT DISTRICT

By LAMTD Board of Directors

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: _____
Edward Johnson
Chief Executive Officer

Approved as to form only by General Counsel;
for sole reliance by LYNX

Akerman, Senterfitt & Eidson, P.A.

By: _____
Patrick T. Christiansen

EXHIBIT “A”

Description and Schedule of Bus Route(s)

See Attached

Effective: October 1, 2017

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: David Dees
DIR RISK MANAGEMENT AND SAFETY
Esther Mitchell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Extension of Contracts
Authorization to Increase Contract #14-C30 with Bolton & Helm, LLP for
Workers' Compensation Legal Services

Date: 9/28/2017

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 #14-C30 with Bolton & Helm, LLP by \$45,000. This contract provides legal services for workers' compensation claims. 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 \$225,000 to \$270,000.

BACKGROUND:

The Board approved the award of Contract #14-C30 on July 24, 2014 with the law firm of Bolton & Helm, LLP. The initial term of the contract is three (3) years with two (2) 1 year options. The current contract expires on July 24, 2017. LYNX contracts with this firm to provide LYNX with legal representation for litigated matters related to workers' compensation claims.

Due to an increase in the number of new claims filed, an increase in filings of petitions for benefits on current claims and legal expenses related to ongoing litigation it is necessary to amend the contract and increase the approved Aggregate Not-to-Exceed amount by \$45,000.

FISCAL IMPACT:

Lynx staff included \$75,000 in the FY2017 Amended Operating Budget for Workers Compensation legal services. The projected FY2017 expenses are \$119,767. The Preliminary FY2018 Operating Budget includes \$90,000 for workers compensation legal services.

LYNX Board Agenda

The remaining projected FY2017 expenses in the amount of \$44,767 will be funded through transfers from other budgets.

	Workers' Compensation Legal Expense
FY2017 Projected Expense	\$ 119,767
Less: FY2017 Amended Operating Budget	75,000
Projected over Budget	<u>\$ 44,767</u>
 <u>Transfers from Projected under Budget Items</u>	
Finance Professional Services	\$ 44,767
Total	<u>\$ 44,767</u>

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Extension of Contracts
Authorization to Extend Contract #13-C16 with Akerman, LLP, to
December 31, 2017

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #13-C16 with Akerman, LLP, to December 31, 2017 for general counsel legal services and to increase the not to exceed contract amounts for the additional time for Contract #13-C16 in the amount of \$72,000.

BACKGROUND:

At the September 29, 2012 Board of Directors' meeting, staff received authorization to issue contract #13-C16 with Akerman 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 Board of Directors' authorized LYNX to release a Request for Proposal (RFP) for legal services at the LYNX Board meeting on May 25, 2017. This RFP covers the following areas: general counsel, public procurement/contracts law, real estate, construction, and labor/employment law.

LYNX staff anticipates awarding one or more contracts in these areas under one umbrella contract. To maintain consistency with existing contract expiration terms, LYNX staff proposes all contract to begin January 1, 2018 thus the need for the extension for Akerman, LLP.

FISCAL IMPACT:

LYNX staff included \$289,800 in the FY2018 Proposed Operating Budget for general counsel retainer legal services.

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

From: Thomas Stringer, Jr
 CHIEF OPERATIONS OFFICER
 Edward Flynn
 (Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
 Authorization to Extend Contract #12-C16 with Goodyear Tire and Rubber
 for the Tire Leasing Runout Program

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to extend contract #12-C16 with Goodyear Tire and Rubber Company for the tire leasing runout program with a not-to-exceed amount of \$676,837 for one (1) year.

BACKGROUND:

- The Goodyear Tire and Rubber Company contract to provide lease tires will end on September 30, 2017. Bridgestone Americas Tire Operations, LLC was selected to provide new lease tires as a result of the Invitation for Bid (IFB) #17-B06.
- Under the previous contract with Goodyear Tire and Rubber Company, LYNX has the option to exercise a “tire run-out period” contract in which all existing tires on the bus fleet and current inventory from Goodyear will be used until worn out.
- LYNX has approximately 2,100 Goodyear tires in active use on the bus fleet and approximately 383 tires in inventory.
- As per the current contract with Goodyear, Goodyear will continue to honor the current contracted rates during the “tire run-out” period as show below.

Bus Tire Description	Current Contracted Rate
B305/85R 22.5, Load Range “J”	\$0.00936
B305/70 22.5, Load Range “H”	\$0.014190
B275/70R 22.5, Load Range “H”	\$0.01218
B385/55 R22.5	\$0.014660

- New Bridgestone Americas Tire Operations, LLC will only replace Goodyear tires which are worn out and taken permanently out of service. There is no increase of onsite physical tire inventory from Goodyear Tire and Rubber Company.
- The Tire Run-Out Program and the new Tire Leasing Program is funded from the same Fiscal Year budget. It is anticipated that the FY2018 budget will consist of approximately 60% for the tire run out program and 40% for the new tires from Bridgestone Americas Tire Operations, LLC.

60% Good Year	40% Bridgestone	Total Cost Year One
\$ 676,837	\$ 240,341	\$ 917,178

FISCAL IMPACT:

LYNX staff included \$887,914 in the FY2018 Proposed Operating Budget to support the cost of leased tires and tire maintenance as follows:

Tire Leasing	Labor	Damaged Tires	Total
\$ 802,894	\$ 65,520	\$ 19,500	\$ 887,914

Consent Agenda Item #7.D. i

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Issue Coordination Agreements to Multiple Non-Compensable Human Services Agencies

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue coordination agreements to multiple non-compensable human services agencies as necessary.

BACKGROUND:

Florida Statue 427 requires any entity receiving State funding with a transportation line item in their budget to maintain a Coordination Agreement with the designated Community Transportation Coordinator (CTC) within their service area. To receive those State funds, the entities receiving the funding must be able to provide the service at a cost lower than that of the CTC, with the same quality of service.

Florida Statute 427 requires the CTC to perform an annual evaluation of the entities to ensure safety and compliance with State and Federal regulations. It further requires the entities to report their annual statistics to the CTC for inclusion in the CTC's Annual Operating Report (AOR).

This allows the Florida Legislature to understand how their transportation dollars are being used and allows the CTC to draw down additional Transportation Disadvantaged Trust Fund dollars within their service area.

LYNX currently has various Coordination Agreements with entities that receive State funding.

The various entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities (reimbursed by that agency) or agencies that have received Section 5310 capital funding through LYNX or the

LYNX Board Agenda

Florida Department of Transportation. There is no fiscal exchange between LYNX and these agencies.

If these entities were not providing transportation services, the trips they are providing would become the responsibility of the CTC (LYNX) at an average cost of \$35 per trip. These entities provided 456,331 annual trips State Fiscal Year 2015-16.

FISCAL IMPACT:

There is not fiscal impact to LYNX.

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This Contract (the "Contract") is made and entered into by and between the Central Florida Regional Transportation d/b/a LYNX (the "Authority"), a body politic and corporated created by Part II, Chapter 343, Florida Statutes, and [AGENCY NAME] (hereafter designated as "Agency").

WITNESSETH:

WHEREAS, Authority is an agency created by Part II, Chapter 343, Florida Statutes, and is authorized to plan, develop, own, purchase, lease and otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its service area, including Orange, Seminole and Osceola counties, and provide services for the transportation disadvantaged; and

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the "Coordinator") as defined in Chapter 427, Fla. Stat. (1991) and Rule 41-2, Fla. Admin. Code, by the Commission for the Transportation Disadvantaged (the "CTD"); and

WHEREAS, the Authority, acting as the Coordinator, is required, under Rule Chapter 41-2, Fla. Admin. Code, to enter into a coordination contract with those organizations or agencies who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own, and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with Chapter 427, Fla. Stat. (1991), is required to coordinate its delivery of transportation disadvantaged services with the Coordinator.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Agency agree as follows:

1. Recitals:

- 1.01 The recitals set forth above are true and correct.
- 1.02 The Authority and Agency wish to establish this Contract to evidence their respective compliance with Chapter 427, Fla. Stat. (1991) and other state or federal laws.

2. Agency's obligations:

- 2.01 The Agency enters into this Coordination Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area are provided transportation services that are safe, efficient, cost-effective and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.

- 2.02 The Agency shall provide certain transportation services, the scope of which are described in the approved Scope of Services attached hereto, as Exhibit "A", and made a part hereof (the "Transportation Services").
- 2.03 The Transportation Services shall be delivered in Orange, Seminole and Osceola counties (the "Tri-County area").
3. Authority's rights and obligations:
- 3.01 The Authority shall have no responsibility under this contract to provide or broker Transportation Services to or for the Agency's clients.
- 3.02 The Authority shall be entitled to include Agency sponsored trip and mileage data in the Annual Operating Report to the Commission for the Transportation Disadvantaged. The number of trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Community Transportation Coordinator.
- 3.03 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its sub-contractors who are directly or indirectly providing paratransit services under this contract.
- 3.04 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, upon receipt of prior written permission of the affected employee.
- 3.05 The Authority may recommend that the Agency remove certain vehicle(s) from service which the Authority or the Agency regards as unsuitable for service.
- 3.06 Failure to comply with the Authority's recommendations may result in disallowance or cessation of funding for the Transportation Services.
- 3.07 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its sub-contractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract.
4. Contract Term, Renewal:
- 4.01 The term of this Contract shall be for a period of three years, commencing on October 1, 2003 and terminating on September 30, 2006.

5. Contract Termination:

5.01 This Contract shall be terminated under the following situations:

- 5.01.01. Notwithstanding any other provisions to this Contract, this Contract may be terminated by the Agency if it no longer provides Transportation Services to its clients, by giving notice of said fact pursuant to the notice provisions hereof.
- 5.01.02. If the Agency has misrepresented any representation in this Contract, this Contract may be terminated at the sole option of the Authority.
- 5.01.03. If the Agency is adjudicated bankrupt or files for bankruptcy or is placed in bankruptcy, or ceases to have legal existence, this Contract may be terminated at the sole option of the Authority.
- 5.01.04. Upon completion of the performance obligations of the Authority and the Agency, as set forth herein.

5.02 Termination for Default

- 5.02.01. The Authority may, by written notice of default to the Agency, terminate the whole or any part of this contract if the Agency fails to perform its obligations hereunder within the time specified herein or any extension thereof; or if the Agency acts in such a manner as to endanger its clients.
- 5.02.02. Termination shall occur, in either of these circumstances, if the Agency does not cure such default in performance obligations within a period of ten (10) days (or such longer period as the Authority's Contracting Officer or the Agency may authorize in writing) after receipt of written notice from the Authority's Contracting Officer or Agency specifying such failure.
- 5.02.03. If the contract is terminated in whole or in part for default, the Authority may report the incident to such state or federal agencies as are interested in the funding of the Agency with regard to its Transportation Services.

5.03 Termination for Convenience

5.03.01. The Authority shall have the right to terminate this contract without cause upon sixty (60) calendar days written notice to Agency.

6. Liabilities Against the Authority:

6.01 The Agency agrees to be responsible for, and assume the defense of and indemnify and save harmless the Authority, and the Authority's officers and employees, from all claims, demands, judgments, liability, loss or damage, including attorney's fees for bodily injury, death, or property damage including all appeals and all administrative actions, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, this Contract's performance obligations by the Agency or by any person, firm, or corporation to whom any portion of the work is subcontracted to by the Agency, or resulting from the use of any equipment, machinery, or other property of the Agency.

6.01.01. The Authority reserves the right to use legal counsel designated by it and to approve the counsel selected by the Agency in performing its obligations under this provision.

6.02 The Authority, to the extent permitted by law, agrees to be responsible for, and assume the defense of and indemnify and save harmless the Agency and the Agency's officers and employees, except for the sole negligence of the Agency, from all claims, demands, judgments, liability, loss, damage, including attorney's fees or injuries of every kind, including all appeals and all administrative actions, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, the obligations of the Authority created hereby or by any person, firm, or corporation to whom any portion of the obligations of the Authority are subcontracted to by the Authority.

7. Litigation; Attorney's Fees and Costs:

7.01 The prevailing party shall be entitled to a reasonable attorney's fee and court costs in the event of any administrative or civil litigation with regard to the performance obligations of this Contract, to the extent permitted by law.

7.02 The term "litigation" includes any eligibility determination proceedings, administrative proceedings, civil suit and any appeals related thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on their behalf, in manner and form sufficient to bind them as of the effective date thereof.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
d/b/a LYNX

Seal:

By:

Janice D. Keifer
Interim Director of Administrative
Support and Legal Affairs

ATTEST:

Assistant Secretary

[AGENCY NAME]

By:

(Printed or Typed)

Title _____

ATTEST:

Agency Clerk, Secretary/Asst. Sec.

EXHIBIT "A"

SCOPE OF SERVICE

The "SCOPE OF SERVICE" is part of the Coordination Contract (the "Contract") between the Central Florida Regional Transportation Authority (the "Authority"), a body politic and corporate agency created pursuant to Part II, Chapter 343, Florida Statutes, and [AGENCY NAME] (hereafter called the "Agency" or the "Operator").

1. SCOPE OF SERVICES

- 1.01 The Operator shall provide Transportation Services to eligible transportation disadvantaged recipients from 12:00 AM to 11:59 PM, seven (7) days a week, unless otherwise specified.
- 1.02 Vehicles to be used and the type of recipient for such vehicles shall be as follows:
 - 1.02.01 Ambulatory recipients shall be transported in regular, multi-purpose van, station wagon or sedan.
 - 1.02.02 Non-ambulatory recipients shall be transported in a wheelchair van.
- 1.03 The Operator shall provide to the Coordinator all information related to its fare structure and conditions, including specific details with regard to any special rates.

2. SOURCES OF FUNDING

- 2.01 The Operator's sources of funding are to be estimated on an annual basis and supplied when requested.
- 2.02 Any Agency who receives funding through the Authority must follow the invoicing / billing procedures as outlined in attachment "A."

3. MANNER OF SERVICES TO BE PROVIDED

- 3.01 The Operator shall require drivers or attendants to open and close the vehicle doors when the client enters and exits the Operator's vehicles.
- 3.02 The Operator shall require drivers to see that all clients are safely seated with the seat belt fastened around the client, prior to moving the vehicle.

3.03 The Operator shall require drivers to provide additional assistance to the client if required or requested.

4. SAFETY REQUIREMENTS

4.01 The Operator shall only use vehicles that meet the requirements and provisions of Rule 14-90, Fla. Admin. Code, dealing with the Equipment and Operational Safety Standards Governing Public Sector Bus Transit Systems.

4.02 The Operator shall maintain a System Safety Program Plan (the "Safety Plan") pursuant to the requirements and provisions of Rule 14-90, Fla. Admin. Code, dealing with Equipment and Operational Safety Standards Governing Public Sector Bus Transit Systems. The Safety Plan shall be reviewed and approved by the Authority, within 30 days of the commencement date of this Contract.

4.03 The Operator shall hold applicable state and local licenses and permits that are required by the applicable governmental jurisdictions for the type of transportation being provided. The Operator shall only use properly licensed vehicles operated by properly licensed drivers to transport its clients or recipients.

4.04 Drivers shall have the required licensure as determined by Florida motor vehicle laws.

4.05 The Operator shall comply with the CTD specified minimum Insurance Requirements by maintaining liability insurance in amounts no less than - \$100,000.00 of coverage for one person and no less than \$200,000.00 per incident during the term of this contract.

4.06 The Operator shall establish and implement a drug testing program for its employees and applicants for employment who serve or will serve in safety sensitive positions and certify compliance.

5. REPORTING REQUIREMENTS

5.01 The Operator shall maintain a system for handling and resolving complaints regarding Transportation Services.

5.01.01. A complaint form shall be created and adopted for use by the operator.

5.01.02. The complaint form shall include sections which, when filled in, describe the nature of the complaint, identify the driver,

- identify the vehicle involved, describe the action(s) taken to resolve the complaint, and identify and include the signature of the individual who investigated the incident.
- 5.01.03. Complaint forms for all complaints shall be filled out for all complaints.
- 5.02 The Operator shall maintain a system for reporting accidents and injuries which involve the Operator's clients.
- 5.02.01 An accident and injury form shall be created and adopted for use by the operator.
- 5.02.02 The accident and injury form shall include sections which, when filled in, describe the nature of the incident, identify the driver and the vehicle involved, identify all other persons involved, state the date and time of the incident, state the law enforcement agency case number assigned to the incident, and identify and include the signature of the individual who investigated the incident.
- 5.02.03. The accident and injury form for all incidents in which a person is injured shall be filled out.
- 5.02.04. The Authority shall be notified of all accidents in which an Operator's client has been injured. Notice shall be given to the person designated by the Authority to receive such notices.
- 5.03 The Operator shall provide the Authority with the following information annually. This will enable the Authority to comply with the CTD reporting requirements for the Annual Operating Report. The format for this information report will be supplied on an annual basis in June of the reporting year.
- 5.03.01. Name of operation and type of service
- 5.03.02. Service area and type of clients served
- 5.03.03. Time and level of service
- 5.03.04. Hours of operations
- 5.03.05. Miles of operation
- 5.03.06. Number of passenger trips
- 5.03.07. Number of passengers served and funding for
- 5.03.08. Number of vehicles
- 5.03.09. Seating capacity and vehicle equipment
- 5.03.10. Monthly operating, administrative, and capital expenditures

- 5.04 The Operator shall submit on an annual basis a vehicle inventory that includes vehicle mileage as of the reporting date and the expected replacement year for each vehicle placed in service by the Operator. The format for this information report will be supplied on an annual basis.
- 5.05 The Operator shall retain all records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract. Persons duly authorized by the Authority shall have full access to and the right to examine any of the records and documents that are required to be retained by this Contract during the retention period.
- 5.06 The Operator shall establish and follow monitoring and audit requirements for all Transportation Services. The Authority shall have the right to review the Operator's procedures and implementation at any time upon giving the Operator reasonable notice of its intent to review.
- 5.07 The Operator shall comply with the provisions of Chapter 427, Fla. Stat. (1991), Rule Chapter 41-2, Fla. Admin. Code, the Americans with Disabilities Act of 1990, and all applicable Federal, State and local law, codes and regulations.

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Edward Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Enter into a Participating Addendum with New Flyer of America as Part of the Commonwealth of Virginia's Department of General Services Contract for the Purchase of Fifteen (15) Articulated Buses

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a participating addendum with New Flyer of America as part of the Commonwealth of Virginia's Department of General Services Contract for the purchase of fifteen (15) replacement articulated buses with a not-to-exceed amount of \$16,000,000.

BACKGROUND:

LYNX has an active fleet of three hundred thirteen (313) buses. This fleet replacement program is consistent with LYNX FORWARD, the LYNX Transit Development Plan (TDP), and Route Optimization Study (ROS), currently underway. In accordance with the Federal Transit Administration's (FTA) asset management guidelines, upon arrival of the replacement buses, LYNX will retire those buses that have reached their useful life. LYNX's continued transition to articulated buses will ease existing bus overcrowding and capacity constraints on specific routes like Link 8, Link #37, Link #42, and Link #107 which continue to experience steady ridership growth.

The projected ridership increases under the LYNX FORWARD support the use of articulated buses. With over 7,300 passengers average weekday riders on Link 8 and over 3,400 passengers on Link 37, the increased capacity provided by adding articulated buses will: 1.) Enhance operational efficiencies; and 2.) Improve the overall customer experience as a result of less crowding. The purchase of articulated buses will contribute positively to the region by increasing the throughput of citizens in some of our region's most congested corridors. The Commonwealth of Virginia has a contract with New Flyer of America for the procurement of 60 ft. articulated buses. The Central Florida Regional Transportation Authority (CFRTA) is proposing to purchase vehicles off of this existing contract in accordance with the Authority's

LYNX Board Agenda

procurement policies and specifications established in the Commonwealth's Contract for Transit Buses, Low Floor Contract #E194-75548-MA2275.

FISCAL IMPACT:

LYNX staff has included \$20,676,506 (including carryover of \$10,176,506) in the FY2018 Proposed Capital Budget for the purchase of articulated buses.

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: Tiffany Homler
CHIEF ADMINISTRATIVE OFFICER
Belinda Balleras
(Technical Contact)
Tomika Monterville
(Technical Contact)
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to conduct the competitive process to select projects and sub-recipients for the Federal Transit Administration (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program based on available funding.

BACKGROUND:

LYNX is the agency designated to administer the FTA’s Section 5310 funding program in the urbanized areas of Orlando and Kissimmee. As the designated recipient, LYNX has the responsibility to develop the program of projects, including soliciting projects from non-profit organizations and other eligible entities under Section 5310 that serve seniors and individuals with disabilities. The Section 5310 program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities under FAST Act include:

1. Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
2. Public transportation projects that exceed the requirements of the ADA.
3. Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
4. Alternatives to public transportation that assist seniors and individuals with disabilities.

Access LYNX completed the FY 2017 update of the Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD). The TDSP was subsequently adopted by the Local Coordinating Board (LCB), Orange, Osceola, and Seminole counties on May 11, 2017 and will serve as the adopted locally developed, coordinated public transit-human services transportation plan for FTA's Section 5310

LYNX staff intends to competitively solicit project applications from non-profit organizations and other 5310 eligible entities to select sub-recipients. LYNX in its role as the Community Transportation Coordinator continues to work with non-profit agencies that have current coordination agreements to strive towards a common goal of providing cost-effective and efficient transportation services for seniors and individuals with disabilities. This is also consistent with the Board adopted staff recommendations on strategies to reduce paratransit costs.

FISCAL IMPACT:

LYNX staff included \$410,000 in the FY2018 Proposed Operating Budget for Section 5310 sub-recipients agency expenses that will be funded with FTA Section 5310 pass-through funding resulting in a net zero impact to LYNX. LYNX staff will seek Board authorization to adjust the FY2018 Adopted Budget to reflect final awards to sub-recipients.

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Execute METROPLAN Orlando's FY2017-2018 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a pass-thru funding agreement with METROPLAN ORLANDO for planning funds in the amount of \$458,435 to conduct transit planning tasks as set forth in the FY2017/2018 Unified Planning Work Program (UPWP). The FY2017/18 planning funds comprise the Federal Transit Administration 5303 program in the amount of \$405,000 and the Commission for Transportation Disadvantaged in the amount of \$53,435.

BACKGROUND:

METROPLAN ORLANDO is the metropolitan planning organization for Orange, Osceola and Seminole counties, and is responsible for preparing and maintaining the Long Range Transportation Plan and all other related transportation plans required for the region to receive federal and state funding. LYNX is an active member of METROPLAN'S transportation planning processes and committees, and receives funds passed through METROPLAN ORLANDO for transit planning projects.

The Federal Transit Administration (FTA) and Florida Commission for the Transportation Disadvantaged annually appropriate planning funds to the METROPLAN ORLANDO. A portion of the Federal funds along with State funds are used to specifically address transit related planning and data collection activities. Annually, FTA funds are received under a Metropolitan Planning Program (Section 5303) grant and are passed through to LYNX for planning activities identified as part of the Unified Planning Work Program (UPWP). Additionally, state planning

funds for transportation disadvantaged services are annually included in a grant from FDOT to METROPLAN ORLANDO and are passed through to LYNX.

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2017/2018 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2017/2018 fiscal year LYNX planning activities included in METROPLAN ORLANDO’s Metropolitan Planning Program and State grants are as follows:

- Transit System Monitoring
- Transit Planning
- Management & Operations
- Smart Growth Planning
- Transportation Disadvantaged Services Planning

Attached to this Consent Agenda Item is a copy of the FY2017/2018 agreement with METROPLAN ORLANDO for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

LYNX staff included \$602,400 in the FY2018 Proposed Operating Budget for planning projects eligible for FTA’s 5303 and Florida Commission for the Transportation Disadvantaged (TD) funding. The balance of the eligible planning projects not funded through the UPWP grant will be covered with 5307 and other grant funding in the amount of \$143,965.

Description	Funding	Total FY2018 Planning Eligible Projects	UPWP 5303	5307	Total
<u>410-60-60-503-03-000</u>					
Major Update of Transit Development Plan	5307	\$ 390,000		\$ 390,000	\$ 390,000
Multi Modal Planning	5307/5303	150,000	150,000	-	150,000
ITS Consulting Services	5307/5303	62,400	50,000	12,400	62,400
Total FY2018 UPWP Eligible Planning Studies		\$ 602,400	\$ 200,000	\$ 402,400	\$ 602,400
<u>Less:</u>					
FY2017/18 FTA FL-80-X012		\$ (405,000)	\$ (405,000)	\$ -	\$ (405,000)
FY2017/18 FL Commission for TD		(53,435)	(53,435)	-	(53,435)
Balance to fund with 5307/other funds		\$ 143,965	\$ (258,435)	\$ 402,400	\$ 143,965

LYNX Board Agenda

The agreement includes FY2017 carry-forward funds of \$77,326 and FY2016 carry-forward funds of \$5,395 as of the State fiscal year ending June 30, 2017. These funds are obligated for specific invoices that may not be paid prior to September 30, 2017.

THIS CONTRACT, by and between the Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership, hereinafter referred to as "METROPLAN ORLANDO" and the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2017/2018 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Five Hundred Forty-One Thousand One Hundred Fifty-Five Dollars and Ninety-Five Cents (\$541,155.95). Of this amount, Four Hundred Five Thousand Dollars (\$405,000.00) shall be provided from the FTA FL-80-X012-00 grant for FY 2017/2018.
2. Seventy-Seven Thousand Three Hundred Twenty-Five Dollars and Sixty-Eight Cents (\$77,325.68) shall be provided as carryforward funds from the FTA FL-80-X011-00 grant for FY 2016/2017 as of June 30, 2017.
3. Five Thousand Three Hundred Ninety-Five Dollars and Twenty-Seven Cents (\$5,395.27) shall be provided as carryforward funds from the FTA FL-80-X25, now known as FL-80-X010-00 grant for FY 2015/2016 as of June 30, 2017.
4. Fifty-Three Thousand Four Hundred Thirty-Five Dollars (\$53,435.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2017/2018 planning grant.
5. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) 2 CFR 200, as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any

management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with 2 CFR 200 to:

Federal Audit Clearinghouse (for Federal audits)
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

State of Florida Auditor General (for Florida Single Audit)
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

B. Supplemental Agreements

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 the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by

the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.

- (5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.

- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by **49 Code of Federal Regulations**, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
- b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT 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 METROPLAN ORLANDO deems appropriate. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the ***Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes***, and ***Rule Chapter 14-78, Florida Administrative Code***.

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. 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, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

- (6) Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

- (7) E-Verify.
Vendors/Contractors:
- a. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b. 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.
- (8) 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 Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

D. 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 therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

The CONTRACTOR shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

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

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

6. Funds Available. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5305(d) Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
7. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.
8. Accounting Records.
 - A. Costs Incurred for the Project. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and 2 CFR 200.
 - B. Documentation of Project Costs. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

9. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.

B. Prompt Payment

(1) METROPLAN ORLANDO requires that the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.

(2) METROPLAN ORLANDO requires that the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30-day period.

C. METROPLAN ORLANDO'S Obligations. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, notwithstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:

(1) Misrepresentation. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.

(2) Litigation. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.

(3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related

expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory.

- (4) Conflict of Interests. There has been any violation of the conflict of interest provisions contained herein.
 - (5) Default. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
 - (6) Unavailability of Funds. FTA or TD funds are not available to perform their obligations hereunder.
- D. Disallowed Costs. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- E. Cash Reimbursement. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- F. Audit Findings. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.

10. Termination or Suspension

- A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
- B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:
- (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.
 - (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;

- (3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
 - (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.
11. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.
12. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5303 of the Urban Mass Transportation Act of 1964 (as amended)"

together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."
13. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
14. Effective Date. This contract establishes the effective date of October 1, 2017, for the FTA funded work task items, and July 1, 2017, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
15. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2018, unless a grant extension is approved by the FTA or FDOT. For

the TD and Local funds, this Agreement shall terminate at midnight, June 30, 2018. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by its Chief Executive Officer, being duly authorized to do so.

Witness

 8/24/17

MetroPlan Orlando

By: 
Harold W. Barley, Executive Director

Date: 8-24-17

Witness

Central Florida Regional
Transportation Authority

By: _____
Edward L. Johnson, Chief Executive Officer

Date: _____

Exhibit A - Project Scope & Budget

Central Florida Regional Transportation Authority Participation
 FY 2017/2018 Orlando Urban Area Unified Planning Work Program
 FTA & TD Funded Tasks for FY 2017/2018

Element	Element Description	Estimated Work/Cash Reimbursement					Total
		FTA X010-00*	FTA X011-00	FTA X012-00	TD		
210	Transit System Monitoring	\$ 5,390.00	\$ 21,798.00	\$ 45,000.00		\$ 66,803.27	
810	Transit Planning			\$ 150,000.00		\$ 155,390.00	
820	Management & Operations		\$ 55,444.68	\$ 70,000.00		\$ 125,444.68	
840	Smart Growth Planning			\$ 50,000.00		\$ 50,000.00	
850	Transportation Disadvantaged Planning		\$ 83.00	\$ 90,000.00	\$ 53,435.00	\$ 143,518.00	
TOTALS:		\$ 5,395.27	\$ 77,325.68	\$ 405,000.00	\$ 53,435.00	\$ 541,155.95	

*Formerly FTA X025

Exhibit B
Form Letter

July 1, 2017
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

As a contracted operator in the Central Florida Regional Transportation System, you are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Planning Grant executed between the Commission and the DOPA as follows:

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

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

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084). In addition, a Vendor Ombudsman at the Department of Financial Services may be contacted at (850) 413-5516 or toll free (800) 342-2762 for assistance.

Sincerely,

Johnny L. Planner
Super Florida Planning Agency
Designated Official Planning Agency

Cc: Steve Holmes, Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant Pass-Through Funds

AMOUNT: \$53,435.00

COMPLIANCE REQUIREMENTS:

Allowed Activities: The TD Planning Grant is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Application and Policy Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit A attached hereto and by this reference made a part thereof.

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 850.

Allowable Cost: See above and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such State funding by virtue of being the metropolitan planning organization's appointed Community Transportation Coordinator. Powers and duties of the CTC are established in Chapter 427, F.S. and Rule 41-02. Task 850 of the UPWP defines allowed tasks such as:

- Preparation of the Transportation Disadvantaged element of the area's TIP
- Development and annual update of the Transportation Disadvantaged Service Plan
- Annual performance evaluation of the CTC by the Coordinating Board
- Maintaining of LCB grievance procedures, bylaws and other tasks required by Chapter 427, F.S.

Matching: There is no matching requirement under this grant.

EXHIBIT D

Federal resources awarded to the Recipient pursuant to this Agreement consist of the following:

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

Allowed Activities: The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO,) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

Allowable Cost: \$5,395.27 from FTA FL-80-X010-00, \$77,325.68 from FTA FL-80-X011-00, \$405,000.00 from FTA FL-80-X012-00 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current FAST Act Federal legislation.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, and headways by hour of the day, as well as additional criteria established by FTA.
2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions;
3. Promote safety and security in the transportation planning process;
4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Quality of Service Evaluation Guide.
5. Review and update the Continuity of Operations Plan (COOP).
6. Comply with the requirements of the Americans with Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.
8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

Matching: METROPLAN ORLANDO will provide the 10% Local match for all UPWP work tasks performed by the beneficiary under this contract.

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

From: **Thomas Stringer, Jr**
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)
Benjamin Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Issue a Purchase Order to Alliance Bus Group for the Purchase of Twenty-five (25) Paratransit Buses

Date: 9/28/2017

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 \$2,084,800 to Alliance Bus Group for twenty-five (25) paratransit replacement vehicles.

BACKGROUND:

LYNX owns and provides to our paratransit contractor all of the required fleet used to provide ACCESS LYNX services. In prior paratransit contracts, the contractor(s) provided the fleet and passed the capital, tax, and financing costs on to LYNX, which LYNX then paid through local operating dollars. By LYNX providing the fleet, we are able to use capital grant funds to purchase the needed vehicles and, thereby, reduce the expense of our funding partners.

The requested twenty-five (25) vehicles will replace vehicles that have well exceeded their useful life in both age and mileage.

Florida Department of Transportation's Transit Research Inspection Procurement Services (TRIPS) program has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price.

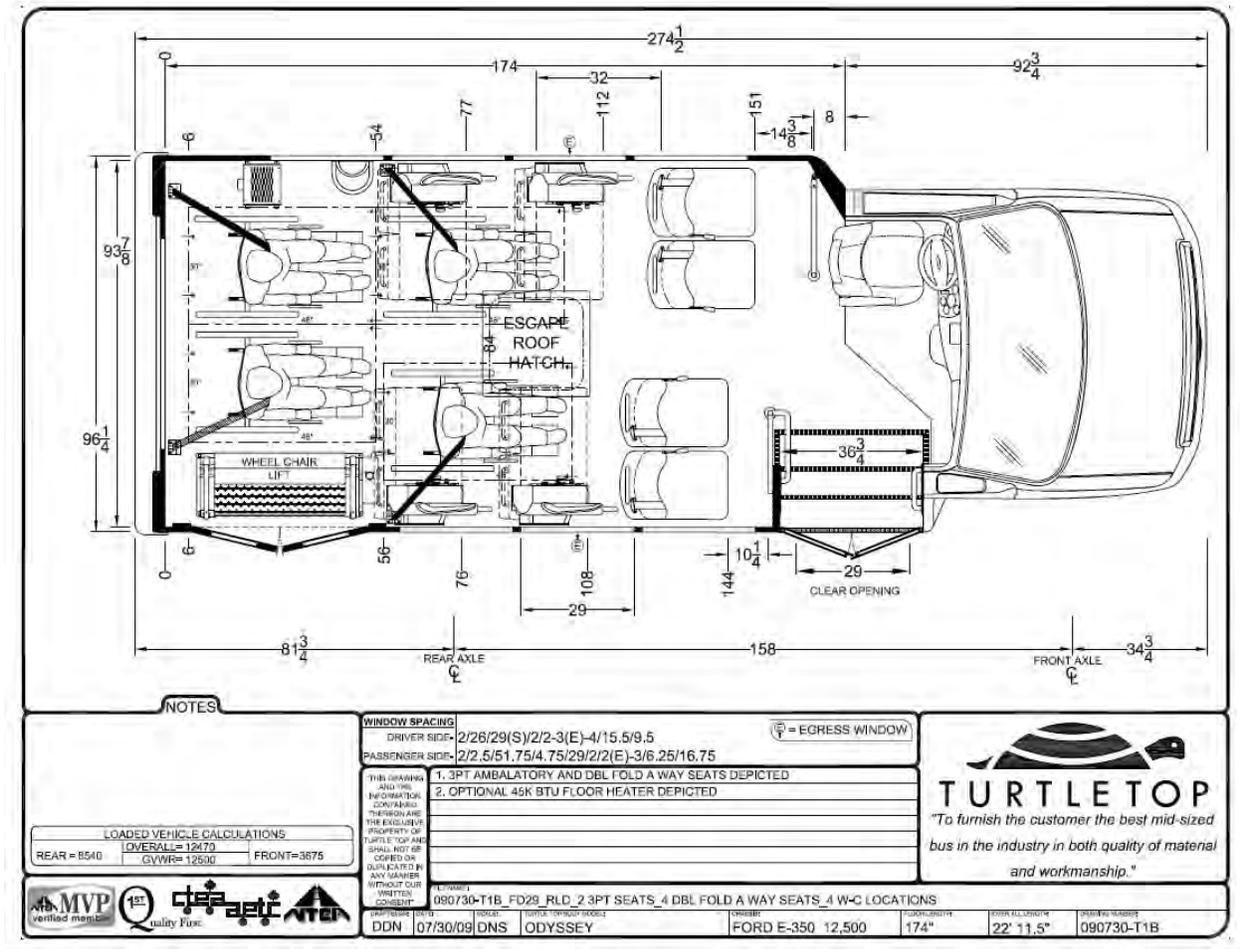
LYNX Board Agenda

Through a competitive selection process, TRIPS awarded a Florida Department of Transportation vehicle procurement contract (#TRIPS-17-CA-ABG) for “Cutaway Type Vehicles” to Alliance Bus Group, a local Orlando dealer of Turtle Top manufactured vehicles. Alliance Bus Group and Turtle Top meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, Turtle Top is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).



The proposed procurement will be for twenty-five (25) Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with Three varying seating capacities on each vehicle (excluding the driver) of:

- 12 ambulatory and 2 wheelchair customers; or
- 8 ambulatory and 3 wheelchair customers; or
- 4 ambulatory and 4 wheelchair customers.



This varying capacity ability will allow for maximizing vehicle usage in scheduling and will thereby allow vehicles to operate at a higher productivity level, which will ultimately allow for additional cost savings to LYNX.

The cost on a per-vehicle basis is as follows:

Ford E450, 22'10" Length, 6.8L Gas	\$70,472
Standard Seats	1,180
Foldaway Seats	2,760
Q'Straint QRTMAX Systems	2,300
Freedman TDSS Tie Down System	440
Ricon Model S Titanium 1,000lb Lift	610
Romeo Rim HELP Rear Bumper	645
Mentor Ranger In Vehicle Computer	<u>4,985</u>
Total	\$83,392

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. DBE requirement is monitored by the Federal Transit Administration (FTA).

FISCAL IMPACT:

LYNX staff included \$4,349,618 (including carryover of \$2,670,326) in the FY2018 Proposed Capital Budget for the purchase of paratransit vehicles as follows:

FY2018 Paratransit Vehicle Summary		
Description	Quantity	FY2018 Proposed Capital Budget
Paratransit Vehicles - Carryover	19	\$ 1,697,558
Paratransit Vehicles - Carryover	6	495,768
Paratransit 5310 Sub-Recipient Vehicles - Carryover	6	477,000
Paratransit Vehicles (FY18)	25	1,679,292
Total	56	\$ 4,349,618

Consent Agenda Item #7.D. vi

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)
Benjamin Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Issue a Purchase Order to Florida Transportation Systems for the Purchase of Twenty-five (25) Paratransit Buses

Date: 9/28/2017

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 \$1,292,050 to Florida Transportation Systems for twenty-five (25) paratransit replacement vehicles.

BACKGROUND:

LYNX owns and provides to our paratransit contractor all of the required fleet used to provide ACCESS LYNX services. In prior paratransit contracts, the contractor(s) provided the fleet and passed the capital, tax, and financing costs on to LYNX, which LYNX then paid through local operating dollars. By LYNX providing the fleet, we are able to use capital grant funds to purchase the needed vehicles and, thereby, reduce the expense of our funding partners.

The requested twenty-five (25) vehicles will replace vehicles that have well exceeded their useful life in both age and mileage.

Florida Department of Transportation's Transit Research Inspection Procurement Services (TRIPS) program has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price.



Through a competitive selection process, TRIPS awarded a Florida Department of Transportation vehicle procurement contract

(#TRIPS-13-MV-FTS) for “ADA Compliant Lowered Floor Minivan” to Florida Transportation Systems, a Tampa based dealer of Braun manufactured vehicles. Florida Transportation Systems and Braun meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, Braun is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).

The proposed procurement will be for twenty-five (25) Braun “Entervan” models (pictured), to be built on Dodge Grand Caravan SXT chassis with two varying seating capacities on each vehicle (excluding the driver) of:

- 5 ambulatory and 0 wheelchair customers; or
- 1 ambulatory and 1 wheelchair customers.

The cost on a per-vehicle basis is as follows:

Dodge Grand Caravan SXT, 17’ Length, 3.6L, V6, Gas	\$48,347
Two Person Foldaway Seat	875
Driver’s Protection Partition	350
Full-Size OEM Spare Wheel and Tire Assembly	265
Q’Straint QRTMAX Wheelchair Restraint System	275
Restraint System Seat Belt Extensions	70
Electrically Powered Wheelchair Ramp	<u>1,500</u>
Total	\$51,682

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX’s DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. DBE requirement is monitored by the Federal Transit Administration (FTA).

FISCAL IMPACT:

LYNX staff included \$4,349,618 (including carryover of \$2,670,326) in the FY2018 Proposed Capital Budget for the purchase of paratransit vehicles as follows:

FY2018 Paratransit Vehicle Summary		
Description	Quantity	FY2018 Proposed Capital Budget
Paratransit Vehicles - Carryover	19	\$ 1,697,558
Paratransit Vehicles - Carryover	6	495,768
Paratransit 5310 Sub-Recipient Vehicles - Carryover	6	477,000
Paratransit Vehicles (FY18)	25	1,679,292
Total	56	\$ 4,349,618

Consent Agenda Item #7.D. vii

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 \$73,200 to nMomentum for LYNX' Mobile Fare Payment Program Support

Date: 9/28/2017

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 \$73,200 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.

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.

May 25, 2017 the LYNX Board of Directors authorized the Issuance of a Purchase Order in the amount of \$67,200 to nMomentum a Certified DBE for the support of the MFPS Program. This additional authorization was to continue support for the MFPS Program for an additional Four (4) months. The scope of services includes project consulting services, evaluation assistance and project management activities related to piloting and full implementation of the MFPS

As a result of the scores and ordinal ranking, the top two (2) firms (PassportParking, Incorporated and American Eagle.com) were selected to move forward with Step 3, the Pilot demonstration. During the pilot design phase PassportParking, Incorporated withdrew for the solicitation process due to their unwillingness to demonstrate regional and bus-to-bus transfers for pilot purposes either in a live or lab environment.

The SEC met on June 22, 2017 to review and discuss the results of the American Eagle Pilot. An overview of the full project and pilot was provided by LYNX technical advisor, nMomentum, as well as an overview of the survey results. It was determined that American Eagle.com had successfully demonstrated the functionality of their Mobile Payment Systems application in the pilot and lab environment. This, coupled with the positive feedback received from the general public, led the SEC to make the recommendation that LYNX move forward with taking the recommendation to the board for an award to American Eagle.

July 27, 2017 the LYNX Board of Directors authorized to award a contract to American Eagle for Mobile Ticketing and the Issuance of a Purchase Order in the amount of \$59,400 to nMomentum a Certified DBE for the support of the MFPS Program. This additional authorization was to continue support for the MFPS Program for an additional Three (3) months. The scope of services includes project consulting services, evaluation assistance and project management activities related to full implementation of the Fixed Route and Access LYNX including bus-to-bus transfers (Visual Validation).

LYNX is currently utilizing nMomentum a Certified DBE to service the needs of the MFPS Program. This additional authorization is to continue support for the MFPS Program for an additional Five (5) months. 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 Electronic Validation implementation on both Fixed Route and Access LYNX. Implementation of mobile data communications from vehicles to back office. In addition to technical staff services, some of the detailed activities will include:

Task/Activity	nMomentum	LYNX
<p>Manage the Mobile Fare Payment Project</p>	<ul style="list-style-type: none"> • Resolve and manage issues and escalate as necessary • Ensure that vendor(s) are meeting expectations and that LYNX stakeholders participate at requested levels • Prepare status reports as needed • Conduct regularly scheduled project meetings • Document any change of scope requirements and prepare change order requests as necessary • Manage the project plan timelines • Maintain project records and documentation • Provide progress updates to the Program Sponsor and Stakeholders • Perform scheduled Quality Reviews • Conduct readiness assessments 	<ul style="list-style-type: none"> • Assist in the resolution and as necessary, escalation of issues • Ensure that LYNX stakeholders participate at requested levels • Participate in regularly scheduled project meetings • Review any change of scope requirements and approve change order requests as necessary • Review project records and documentation • Participate in progress updates to the Program Sponsor and Executive Steering Committee • Participate in scheduled Quality Reviews • Participate in readiness assessments

LYNX Board Agenda

Task/Activity	nMomentum	LYNX
Project Planning and Initiation of Mobile Payment System project	<ul style="list-style-type: none"> • Create the Agenda and facilitate the project Kick-off • Prepare an effective mobile pilot communication plan as a part of the overall Communications Management Plan including: <ul style="list-style-type: none"> ○ Define project meetings ○ Define progress reporting • Finalize Mobile Pilot Project Milestone Schedule with selected vendor • Review vendor project plan/schedule including tasks, timelines and work effort • Create overall mobile pilot project plan • Define and manage roles and responsibilities (LYNX, nMomentum, and vendor) • Establish Testing Strategy/Plan • Establish a quality assurance plan 	<ul style="list-style-type: none"> • Prepare logistics for the Project from a facility, systems access etc. • Contribute to, review and approve the Project Milestone, Schedule, tasks • Participate in quality plan development • Finalize LYNX project team assignments and identify subject matter experts (SMEs) where needed • Jointly facilitate the Kick-off Meeting, with participation of the project team
Design Reviews <ul style="list-style-type: none"> • Conceptual Design Review (CDR) • Detailed Design Review (DDR) • Final Design Review (FDR) 	<ul style="list-style-type: none"> • Conduct design reviews with vendor(s) • Review design documents • Provide technical and functional expertise's during design sessions. 	<ul style="list-style-type: none"> • Participate in design sessions • Review design review documents • Approve or Reject design documents

Task/Activity	nMomentum	LYNX
<p>Configure/Test/Acceptance of Mobile Payment Systems</p>	<ul style="list-style-type: none"> • Review vendor developed technical and functional test scripts and expected results • Address vendor inquiries related to setup that may arise during configuration • Review back office reporting • Review vendor configure of system based on design reviews and testing results • Monitor technical and functional test scripts and validate configuration against the intent of the design • Quality Assurance strategy - to be applied to all aspects of the project including, but not limited to: <ul style="list-style-type: none"> ○ Project planning and execution ○ Software installation and configuration ○ Hardware installation and configuration ○ Development ○ Documentation ○ Software change control ○ Data validation ○ Interfaces ○ Testing ○ Training ○ Go-live • Identify and document issues - monitor vendor progress until issues are resolved • Assist with “Test, Refine, and Retest” • Develop acceptance criteria for project • Perform final testing and validation before go-live. 	<ul style="list-style-type: none"> • Assist in addressing vendor inquiries related to setup that may arise during configuration • Approve or reject results of testing • Participate in development of test scripts and acceptance criteria • Participate in the monitoring or technical and functional tests.

LYNX Board Agenda

Task/Activity	nMomentum	LYNX
Mobile Payment System Go-Live	<ul style="list-style-type: none"> Finalize the Go-live Strategy Coordinate technical call center setup for management and resolution of customer issues management Validate go-live process including but not limited to data validation, security, process, timing, etc. Plan and Conduct Readiness Meetings with all stakeholders 	<ul style="list-style-type: none"> Participate in go-live strategy Validate user acceptance test. Participate in Readiness meeting Provide necessary project go-live support
Training	<ul style="list-style-type: none"> Review vendor training plan Assist with training activities Support the training department to ensure deliver of training in each functional area Finalize Training Plans with LYNX and vendor (Who, What, When, and How) Develop training curriculum and schedule training classes Review end user training materials from vendor to ensure adequate training is being provided to user groups. Review Train-the Trainer Materials from vendor to ensure adequate levels of information being is provide to support the initiatives Coordinate activities with LYNX and vendor to Execute End User Training 	<ul style="list-style-type: none"> Finalize Training Plans (Who, What, When, and How) Assist with end user training material Assist with end user training Attend Train-the Trainer training Ensure appropriate staff availability for End User Training (e.g. operators, customer service personal, operations, maintenance, IT etc.)

LYNX Board Agenda

Task/Activity	nMomentum	LYNX
Implementation Planning	<ul style="list-style-type: none"> • Assist vendor with the development of the implementation plan. • Address vendor inquiries related to implementation of Phase 2. • Assist LYNX and vendor with validator placements on each vehicle type • Provide oversight over implementation planning and installation of fare collection equipment • Assist with determining the equipment and strategy for 4G LTE communications from vehicle to back office 	<ul style="list-style-type: none"> • Assist in addressing vendor inquiries related to implementation activities. • Review implementation plan
Data Migration/ Consolidation Planning	<ul style="list-style-type: none"> • Develop migration plan <ul style="list-style-type: none"> ○ Current fare systems data consolidated reporting with Mobile Payment System Data ○ Current fare collection data process to future process • Assist vendor with data consolidation/data warehousing implementation and design (Current system with future system) • Oversight over migration activities 	<ul style="list-style-type: none"> • Review data migration plan • Assist with any data consolidation reviews and migration activities • Identify which data needs to be migrated into future Mobile Payment System
Marketing	<ul style="list-style-type: none"> • Assist the Marketing department with coordination of signage, branding and public messaging 	<ul style="list-style-type: none"> • Lead activities for developing signage, branding and public messages for Mobile Payment System

LYNX Board Agenda

Task/Activity	nMomentum	LYNX
Project Closure	<ul style="list-style-type: none"> • Oversight for project closure activities. • Identify issues and optimization opportunities discovered during implementation process 	<ul style="list-style-type: none"> • Identify issues, review and approve resolutions • Contribute to closeout punch list, review and approve completion of items on the list • Participate in various acceptance and project meetings • Attend closeout meeting if needed

FISCAL IMPACT:

LYNX staff included \$2,008,065 in the FY2018 Proposed Capital Budget for Mobile Ticketing of which \$126,600 is obligated.

Consent Agenda Item #7.D. viii

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 Auction Surplus Equipment & Obsolete Bus Parts

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete items as identified on the following detailed lists.

BACKGROUND:

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for October 2017. The following surplus items require authorization for retirement and disposal at the public auction:

Computer Equipment:

Surplus and Obsolete computer equipment, including, desktop computers and monitors with a total net book value of \$0.

Furniture, Fixtures and Equipment:

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

Van Pool Vans and Support Vehicles:

Seven (7) Ford E350 Vans and (1) Dodge Grand Caravan with a total net book value of \$0.

Revenue Vehicles and Components:

Two (2) revenue vehicles (buses, engines, transmissions,) with a total net book value of \$0.

Category Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$ 92,497	\$ -
Furniture and Fixtures	67,896	-
Other Vehicles	185,394	-
Revenue Vehicles	654,533	-
GRAND TOTAL	\$ 1,000,320	\$ -

Obsolete and Excess Bus Parts:

LYNX' staff have identified several obsolete and excess bus parts from retired Gillig buses which no longer applicable to current fleet. The total acquisition value of the obsolete items is \$4,275.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from this sale may be due to the Federal Transit Administration (FTA) in FY2018.

The total acquisition value of the obsolete items is \$4,275.

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
13686	9578	2/22/2011	CE	Dell Equal Logic Storage PS6010X	5	\$46,393	0	0
13656	9545	11/22/2010	CE	Cisco 2960	5	\$3,984	0	0
13657	9546	11/22/2010	CE	Cisco 2960	5	\$3,984	0	0
13659	9548	11/22/2010	CE	Cisco 2960	5	\$3,984	0	0
13655	9544	11/29/2010	CE	Cisco 2960	5	\$3,984	0	0
13658	9547	11/22/2010	CE	Cisco 2960	5	\$3,984	0	0
13660	9505	12/22/2010	CE	Cisco 2960	5	\$3,426	0	0
13661	9506	12/22/2010	CE	Cisco 2960	5	\$3,426	0	0
9812	6051	11/8/2004	CE	Avaya C363T PWR 24 Ports	5	\$3,395	0	0
13781	9684	5/31/2011	CE	Panasonic Toughbook CF31	5	\$3,393	0	0
11575	7879	9/30/2007	CE	SERVER, DELL POWEREDGE SC1430	5	\$3,120	0	0
14366	9984	11/14/2011	CE	Dell Optiplex Computer 990	5	\$1,303	0	0
14367	9985	11/14/2011	CE	Dell Optiplex Computer 990	5	\$1,303	0	0
14369	9987	11/14/2011	CE	Dell Optiplex Computer 990	5	\$1,303	0	0
13800	9704	6/2/2011	CE	Dell Optiplex 990	5	\$1,253	0	0
12274	8366	11/30/2007	CE	Dell Power Supply 2200	5	\$853	0	0
12275	8367	11/30/2007	CE	Dell Power Supply 2200	5	\$853	0	0
12276	8368	11/30/2007	CE	Dell Power Supply 2200	5	\$853	0	0
12277	8369	11/30/2007	CE	Dell Power Supply 2200	5	\$853	0	0
12278	8370	11/30/2007	CE	Dell Power Supply 2200	5	\$853	0	0
					Subtotal CE	\$92,497	0	0
5241	1947	12/22/1999	FE	FORKLIFT-DIESEL POWERED PNEUMATIC TRUCK	5	\$21,642	0	0
3970	1839	9/30/1997	FE	YALE NARROW AISLE REACH TRUCK	10	\$19,589	0	0
9813	6052	11/8/2004	FE	Avaya C364T PWR 48 Ports Voice Infrastructure	5	\$5,495	0	0
7448	3849	8/21/2003	FE	Lift - 4 Post Drive-on	5	\$3,740	0	0
13053	9205	6/19/2009	FE	Liberty Deluxe Audio Package with Microphone Communications	5	\$3,658	0	0
12990	9101	4/1/2009	FE	Odyssey Audio System	5	\$2,698	0	0
8190	3964	8/4/2004	FE	Air Compressor IngersollRand 4L991	5	\$1,739	0	0
5418	2041	11/18/1999	FE	SNAP ON AUTOMOTIVE SCANNER	3	\$1,702	0	0
13055	9199	6/30/2009	FE	Rivet Gun - Body Shop	5	\$1,081	0	0
12352	8776	2/28/2008	FE	Flat Screen TV for Security Class	5	\$899	0	0
8952	4738	4/21/2005	FE	Scale - Bench Colinting	5	\$702	0	0
7445	3846	8/7/2003	FE	Fan - Evaporative 16"	5	\$657	0	0
7455	3856	8/1/2003	FE	Fan - Circulator Mobile 36"	5	\$587	0	0
7454	3855	8/1/2003	FE	Fan - Circulator Mobile 36"	5	\$551	0	0
12991	9102	4/1/2009	FE	Audio Receiver & Components	5	\$499	0	0
12992	9103	4/1/2009	FE	Audio Receiver & Components	5	\$499	0	0

LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
8112	3898	12/31/2003	FE	Siren / Radio Package	5	\$409	0	0
8113	3899	12/31/2003	FE	Siren / Radio Package	5	\$409	0	0
9082	4867	6/13/2005	FE	Floor Jack - 3 Ton Aluminum	5	\$345	0	0
9083	4868	6/13/2005	FE	Floor Jack - 3 Ton Aluminum	5	\$345	0	0
9081	4866	6/13/2005	FE	Floor Jack - 3 Ton Aluminum	5	\$345	0	0
5047	1749	7/1/1999	FE	CABINET 48WX24DX78H (GREEN)	5	\$307	0	0
					Subtotal FE	\$67,896	0	0
9994	25568	5/31/2006	OV	Van, 2006 Ford E-350 12 Passenger	4	\$26,325	0	0
9995	25569	5/31/2006	OV	Van, 2006 Ford E-350 12 Passenger	4	\$26,325	0	0
9989	25562	5/31/2006	OV	Van, 2006 Ford E-350 10 Passenger	4	\$25,077	0	0
9990	25563	5/31/2006	OV	Van, 2006 Ford E-350 10 Passenger	4	\$25,077	0	0
11183	26290	9/30/2006	OV	Van, 2006 Ford E-350 10Passenger	4	\$25,077	0	0
9162	24527	7/25/2005	ov	VAN 2006 FORD E 350 12 PASSENGER	4	\$19,482	0	0
9165	24524	7/25/2005	ov	VAN 2006 FORD E 350 12 PASSENGER	4	\$19,482	0	0
9154	24438	6/16/2005	OV	Van - 2005 Dodge Grand Caravan	4	\$18,549	0	0
					Subtotal OV	\$185,394	0	0
11439	602	6/30/2007	RV	40' LF BRT - G27D102N4 Gillig Bus	9	\$299,083	0	0
11113	589	9/30/2006	RV	40' BRT - G29D102N4 Gillig Bus	9	\$289,624	0	0
11114	589A	9/30/2006	RV	Engine, Gillig Bus	5	\$21,800	0	0
11460	602A	6/30/2007	RV	CUMMINS ISL 8.3L 280HP ENGINE	5	\$19,626	0	0
11459	602B	6/30/2007	RV	VOITH DIWA 864.5 SSP TRANS	5	\$17,247	0	0
11115	589B	9/30/2006	RV	Transmission, Gillig Bus	5	\$7,153	0	0
					Subtotal RV	\$654,533		
					Grand Total	\$1,000,320	\$0	\$0

Obsolete and Excess Bus Parts:

Part Number	Description	Qty.	Unit Cost	Total
53-27041-000-0	MIRROR - 5 IN CONVEX	7	\$8	\$53
53-47677V002-0	ARM - WIPER BRT - 32 IN - GILLIG BRT	1	\$144	\$144
4934879-0	FILTER - FUEL PRIMARY	3	\$13	\$39
4139301579-0	GASKET - TRANS ZF	4	\$9	\$37
50-54564-000-0	HARNES - FIRE DETECTION	1	\$66	\$66
82-60186-000-0	FILTER - HYDRAULIC - 2010	1	\$23	\$23
SA3Z03A-2	CAMERA - WEDGE FRONT (REB)	1	N/A	\$0
SA3B03A-2	CAMERA - WEDGE INTERIOR (REB)	1	N/A	\$0
953PSQB-0	MIRROR - 10 X 10 EXTERIOR	6	\$19	\$114
953PSQB-0	MIRROR - 10 X 10 EXTERIOR	4	\$19	\$76

LYNX Board Agenda

<u>Part Number</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
53-27041-000-0	MIRROR - 5 IN CONVEX	23	\$8	\$173
53-24663-000-0	MIRROR - DRIVER EXTERIOR	2	\$19	\$38
H4651-0	HEADLIGHT - HIGH BEAM HAL	2	\$4	\$8
H4656-0	HEADLIGHT - LOW BEAM HALG	2	\$4	\$8
455-0	MIRROR - 4 X 5 CONVEX STICK-ON	105	\$2	\$245
46-12D3030-0500-0	HOSE ASSY - FC186 - AIR COMP DISCH	1	\$104	\$104
3944269-0	FILTER - FUEL CUMMINS ISL	2	\$11	\$22
82-76985-000-0	VALVE- FAN CTL 518-550	2	\$650	\$1,300
82-23057-007-0	TORQUE ROD - ADJUSTABLE - GILLIG 701-705	1	\$76	\$76
53-26028-002-0	SLIDE ASSY - BATTERY BOX	1	\$82	\$82
82-08855-000-0	SHAFT - LH WIPER IDLER	1	\$26	\$26
01-55710-000-0	BRACKET ASM - CAC PIPE SUPPORT	6	\$42	\$250
43-19096-000-0	PANEL - HEADLAMP (DUAL)	1	\$147	\$147
13-49761-000-0	SPEEDOMETER - GILLIG PHANTOM	1	\$144	\$144
B371-0158-0	SWITCH - PROXIMITY	3	\$58	\$174
82-38670-446-0	WINDOW ASM - COMPLETE FOR 701 - 705	1	\$620	\$620
748-0086-0	ASSEMBLY - W/C LATCH	1	\$230	\$230
55-13615-001-0	GLASS - SIDE DRIVER	1	\$77	\$77
82-08895-000-0	LINK - SADDLE WIPER ARM	2	\$1	\$2
			Grand Total	\$4,275

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 Dispose of Items Accumulated Through the Lost and Found Process

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found items such as: wallets, handbags, books, phones, keys, backpacks, etc.

BACKGROUND:

LYNX makes a reasonable attempt to find the rightful owner of any lost or abandoned property patrons leaves on its buses and or facilities. If the articles are unclaimed after a 90 day holding period, the articles become property of LYNX per Chapter 705, Florida Statutes (1996).

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus assets. Prior to being auctioned, all electronic devices and cell phones are deleted or erased of personal data by the Auctioneer per contract. Electronic devices and cell phones which cannot be deleted or erased are recycled and shredded by the auctioneer in accordance to all local, state and federal regulations at no cost to LYNX.

See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX' FY2018 non-operating revenue.

Lost and Found Articles

Article Description	Count of Article
Apron	14
Baby Stroller	6
Backpack	110
Bag	205
Bible	30
Bike	191
Books	52
Cane	19
Card	106
Case	16
CD/ DVD/ Tape	5
Cellphone	367
Check/Checkbook	2
Clothing	66
Electronic Device	133
Envelope	7
Folder/Binder	16
Footware	47
Glasses	264
Gloves	17
Hat	103
I.D.	213
Jacket/Hoodie	149
Jewelry	33
Keys	168
Luggage	4
Lunch Bag	32
Medication	22
Money	2
N/A	1
Other (See Description)	126
Passport	3
Planner	2
Purse	30
Sweater/Sweatshirt	37
Thermos/Mug	25
Tools	7
Toy	13

LYNX B ard Agenda

Umbrella	67
Wallet	122
Watch	17
Grand Total	2849

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Enforce ‘No Strand Policy’

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to enforce the LYNX “No Strand Policy” related to paratransit uncollected fares.

BACKGROUND:

On August 10, 2017, MetroPlan Orlando staff presented a report on ACCESS LYNX Uncollected Fares to the Transportation Disadvantaged Local Coordinating Board (TDLCB). The purpose of the presentation was to address the perceived issue relating to a significant increase in uncollected fares between 2014-15 and 2016-17. As a result, LYNX Chief Executive Officer (CEO), Mr. Edward Johnson, requested the LYNX’ Finance staff to research and conduct a review of the issue presented to the TDLCB to confirm the status of ACCESS LYNX uncollected fares.

LYNX’ Finance staff reviewed and compared the ACCESS LYNX uncollected fares for Fiscal Years 2015, 2016 and 2017 to the information provided to MetroPlan’s staff. During the research, it was determined that the “amount of fares collected” included in the reports provided to MetroPlan and the TDLCB is unreliable due to the use of an incomplete and inaccurate data source.

On August 28, 2017, LYNX’ and MetroPlan’s staff met to review the preliminary findings and to discuss the next steps. LYNX staff explained the difference in the methodology used to calculate uncollected fares, the data source issues, software viruses corrupting data, and the process for collecting and reporting fares. The next steps included providing an update to the LYNX Board of Directors and the TDLCB, customer education, and reinforcement of the “No Strand” Policy.

In conclusion, LYNX staff determined that the following is the most reliable information to determine the “estimated amount of uncollected fares” per month for the past three (3) years:

FY2015	Fare Amount on Performed Trips MV Only	Cash Farebox per MV Invoice	Ticket per MV Invoice	Uncollected Fares	% Uncollected Fares
Oct	\$ 161,860.00	\$ 105,540.40	\$ 49,820.50	\$ 6,499.10	4.02%
Nov	142,317.00	95,896.76	42,802.50	3,617.74	2.54%
Dec	149,801.00	102,518.57	41,722.00	5,560.43	3.71%
Jan	147,467.00	97,333.00	44,191.50	5,942.50	4.03%
Feb	142,545.00	93,283.59	40,926.00	8,335.41	5.85%
Mar	154,681.00	99,464.50	49,408.00	5,808.50	3.76%
Apr	157,815.00	101,273.25	50,815.50	5,726.25	3.63%
May	150,892.50	98,650.16	42,469.00	9,773.34	6.48%
Jun	152,024.00	100,490.75	46,765.00	4,768.25	3.14%
Jul	162,757.00	108,128.00	50,884.00	3,745.00	2.30%
Aug	157,862.50	103,415.95	47,919.00	6,527.55	4.13%
Sep	167,152.50	103,436.80	58,205.50	5,510.20	3.30%
Total	\$ 1,847,174.50	\$ 1,209,431.73	\$ 565,928.50	\$ 71,814.27	3.89%

FY2016	Fare Amount on Performed Trips MV Only	Cash Farebox per MV Invoice	Ticket per MV Invoice	Uncollected Fares	% Uncollected Fares
Oct	\$ 176,368.50	\$ 108,805.50	\$ 61,871.50	\$ 5,691.50	3.23%
Nov	160,876.00	100,404.25	52,215.50	8,256.25	5.13%
Dec	163,026.50	104,784.51	52,432.00	5,809.99	3.56%
Jan	161,919.00	100,098.15	56,438.50	5,382.35	3.32%
Feb	167,750.50	102,647.00	60,538.50	4,565.00	2.72%
Mar	179,389.00	111,487.25	57,872.00	10,029.75	5.59%
Apr	176,833.00	109,259.50	58,822.00	8,751.50	4.95%
May	177,266.00	108,223.95	56,118.00	12,924.05	7.29%
Jun	169,038.50	107,077.50	56,377.00	5,584.00	3.30%
Jul	164,210.00	104,696.75	50,394.00	9,119.25	5.55%
Aug	183,211.50	114,738.75	62,383.50	6,089.25	3.32%
Sep	180,384.00	108,805.50	60,273.00	11,305.50	6.27%
Total	\$ 2,060,272.50	\$ 1,281,028.61	\$ 685,735.50	\$ 93,508.39	4.54%

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FY17	Fare Amount on Performed Trips MV Only	Cash Farebox per MV Invoice	Ticket per MV Invoice	Uncollected Fares	% Uncollected Fares
Oct	\$ 174,379.00	\$ 106,709.95	\$ 62,189.50	\$ 5,479.55	3.14%
Nov	178,611.00	110,347.80	57,639.50	10,623.70	5.95%
Dec	170,980.50	109,109.95	54,526.00	7,344.55	4.30%
Jan	176,965.50	108,879.50	61,256.50	6,829.50	3.86%
Feb	170,603.50	104,932.51	58,211.50	7,459.49	4.37%
Mar	192,571.00	118,353.40	65,585.00	8,632.60	4.48%
Apr	179,411.50	110,422.38	60,841.00	8,148.12	4.54%
May	185,284.00	116,092.71	61,465.50	7,725.79	4.17%
Jun	174,568.50	110,361.65	56,300.00	7,906.85	4.53%
Jul	172,913.50	109,522.96	54,514.50	8,876.04	5.13%
Total	\$ 1,776,288.00	\$ 1,104,732.81	\$ 592,529.00	\$ 79,026.19	4.45%

Based on the above comparisons, the monthly average amount and annual percentage of uncollected fares are as follows:

- FY2015 - \$5,984.52 and 3.89%
- FY2016 - \$7,792.37 and 4.54%
- FY2017 - \$7,902.62 and 4.45%

Although, we are showing a slight increase in the monthly average over the past year, process improvements, collection effort, and the re-enforcement of the “No Strand” Policy as originally implemented should reduce the uncollected fare amounts going forward.

Authorization to Enforce ACCESS LYNX No-Strand Policy

Bill Hearndon
Deputy Director of Mobility Services

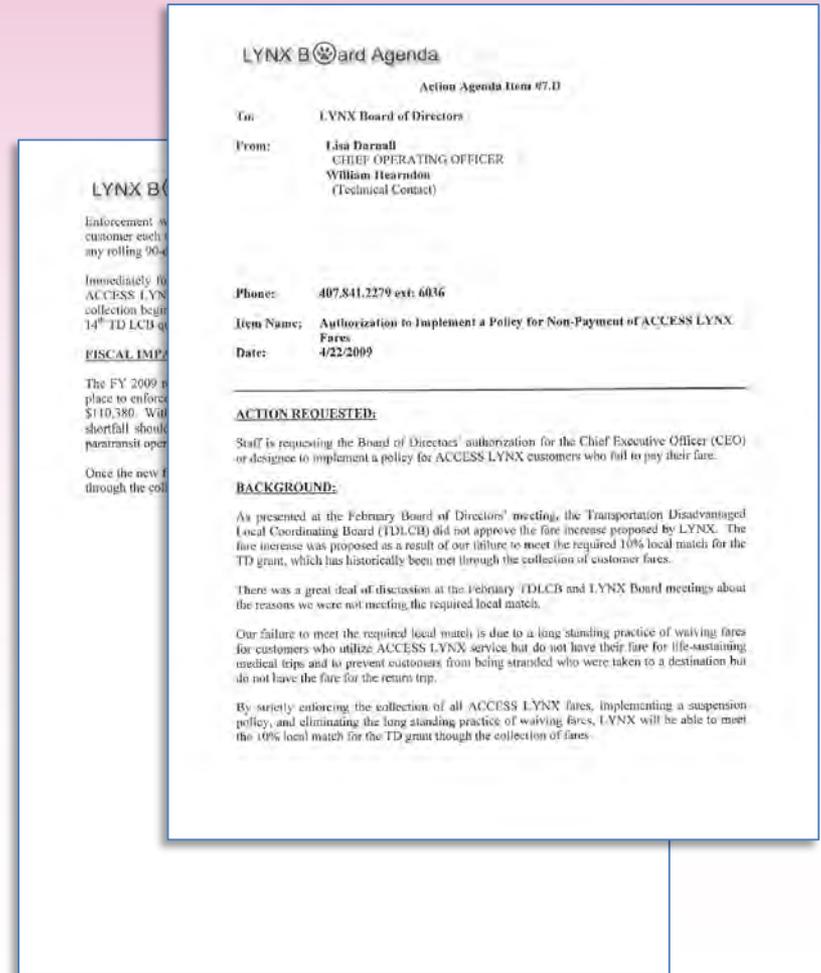
September 27, 2017
Finance Committee Meeting

September 28, 2017
Oversight Committee & Board Meeting

2009 Adopted No-Strand Policy



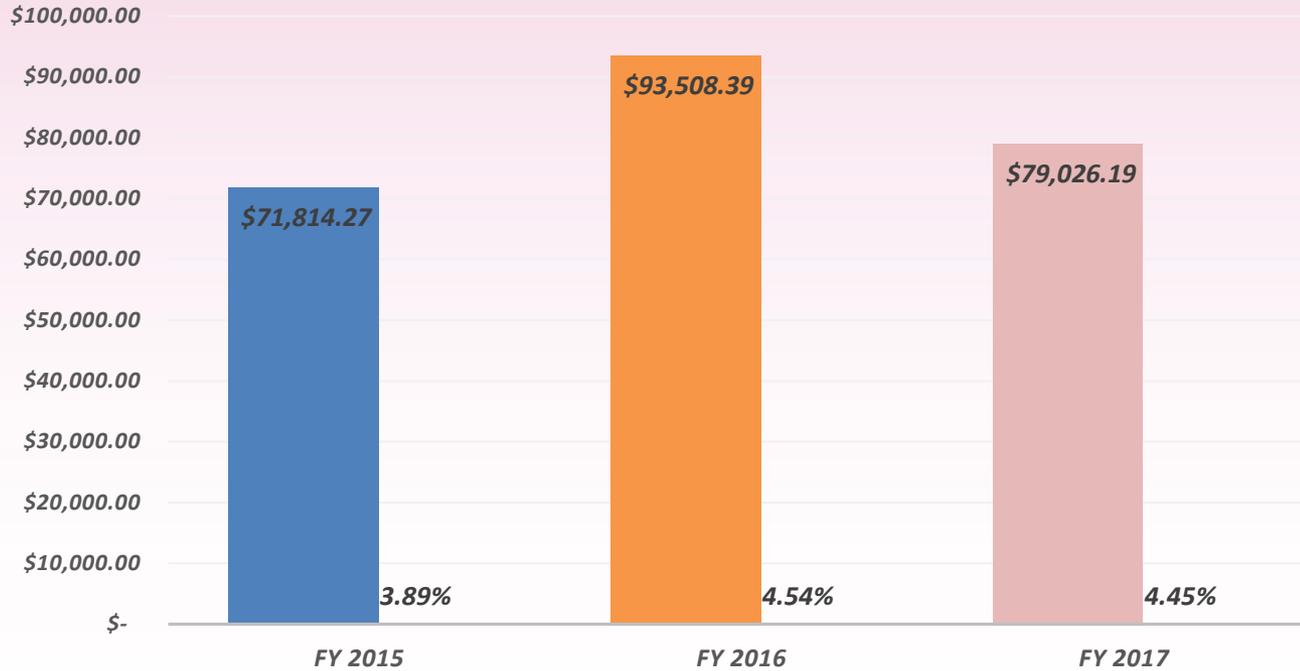
- All customers are expected to pay their fare at the time that they receive transportation services.
- The Policy will only allow three instances of non-payment within any rolling 90-day period before transportation services are suspended. The suspension will last 30 days.



LYNX' Current Methodology



LYNX Paratransit Uncollected Fares



Top Offenders Over \$500



ClientID	ADA	TDD	Total Outstanding Fares	Total Trips Completed
11960	\$ 979.00		\$ 979.00	400
172190		\$ 716.50	\$ 716.50	252
174983		\$ 711.00	\$ 711.00	192
72959	\$ 695.00		\$ 695.00	593
170014	\$ 591.00	\$ 98.00	\$ 689.00	281
148391	\$ 617.00		\$ 617.00	277
128653	\$ 576.00		\$ 576.00	237
155607	\$ 571.00		\$ 571.00	389
171682		\$ 553.50	\$ 553.50	210
171097		\$ 549.00	\$ 549.00	144
130006	\$ 544.00		\$ 544.00	319
172345	\$ 536.00		\$ 536.00	392
121894	\$ 158.50	\$ 374.50	\$ 533.00	236
115420	\$ 508.00	\$ 17.50	\$ 525.50	184
174212	\$ 88.50	\$ 435.00	\$ 523.50	215
173666		\$ 517.50	\$ 517.50	200
167041	\$ 513.00		\$ 513.00	224
109145	\$ 507.00		\$ 507.00	365

Non-Payment Situations



- If an ACCESS LYNX vehicle arrives at a customer's residence and the customer does not pay the appropriate fare, the customer will not be transported, but it will count as a no show.
- If a customer is away from their residence and the customer does not pay the appropriate fare to get home, the customer will be transported home, but the trip will count as one instance toward the suspension policy.

Requested Action



Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enforce the LYNX "No Strand Policy" related to paratransit uncollected fares.



Customers and Boards

- LYNX Board of Directors Authorization – September 28, 2017
- Customer Education – Underway
- Fare Collection Enforcement – Underway
- Update TDLCB – November 9, 2017
- Quarterly Updates to all Boards

Internal Processes

- Complete Reconciliations
- Collection Efforts
- Redefine and document data collection and reporting process of uncollected fares
- Software Maintenance Management
- Coordination with Vendor
- Training of front-line staff

Questions and Comments

Action Agenda Item #8.B

To: LYNX Board of Directors

From: **Albert Francis**
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)
Julie Caple
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Adopt Fiscal Year 2018 Operating and Capital Budgets

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2018 Operating and Capital Budgets.

BACKGROUND:

At the July 27, 2017 Board meeting, staff presented the preliminary FY2018 Operating Budget in the amount of \$131,733,059 to the Board of Directors. Since then, presentations have been made and/or information has been provided to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing service for next fiscal year has been discussed, which has increased the FY2018 Operating Budget by 1.33%.

Final approval from the funding partners regarding their proposed funding levels of service is needed. If the final approved funding levels are different than expected, we will adjust our budget accordingly.

OVERVIEW:

Budget Highlights

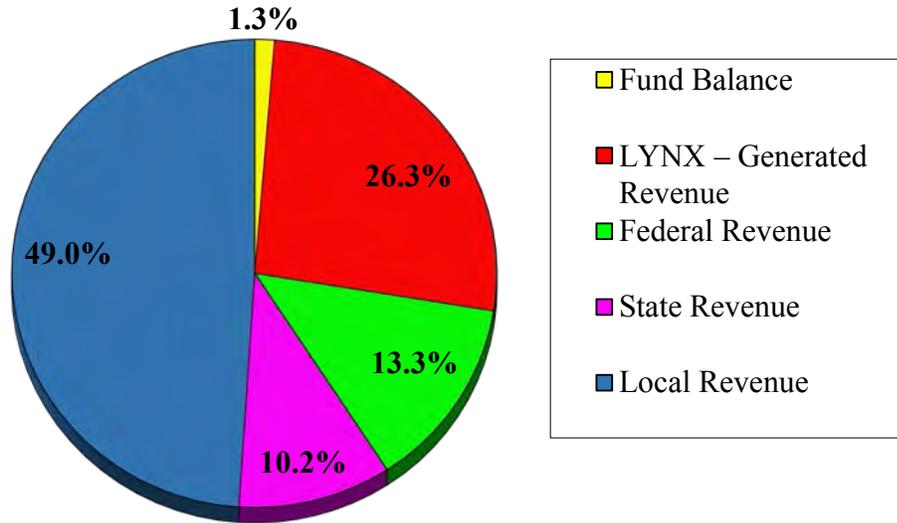
The FY2018 proposed budget totals \$197,064,018, of which \$133,483,544 represents operating expenses and \$63,580,474 represents capital expenditures. This is a net increase in the total budget of \$14,796,677 or 8.1% from the FY2017 Amended Budget.

Operating Budget

The proposed Operating Budget for FY2018 is \$133,483,544, which is an increase of \$733,846 or .6% from the FY2017 Amended Operating Budget.

The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state, and local dollars. These funds are used to fund personnel, services, materials, supplies, taxes, utilities, casualty & liability, purchased transportation, leases and miscellaneous expenses. Specifically, this budget includes funds from the following areas:

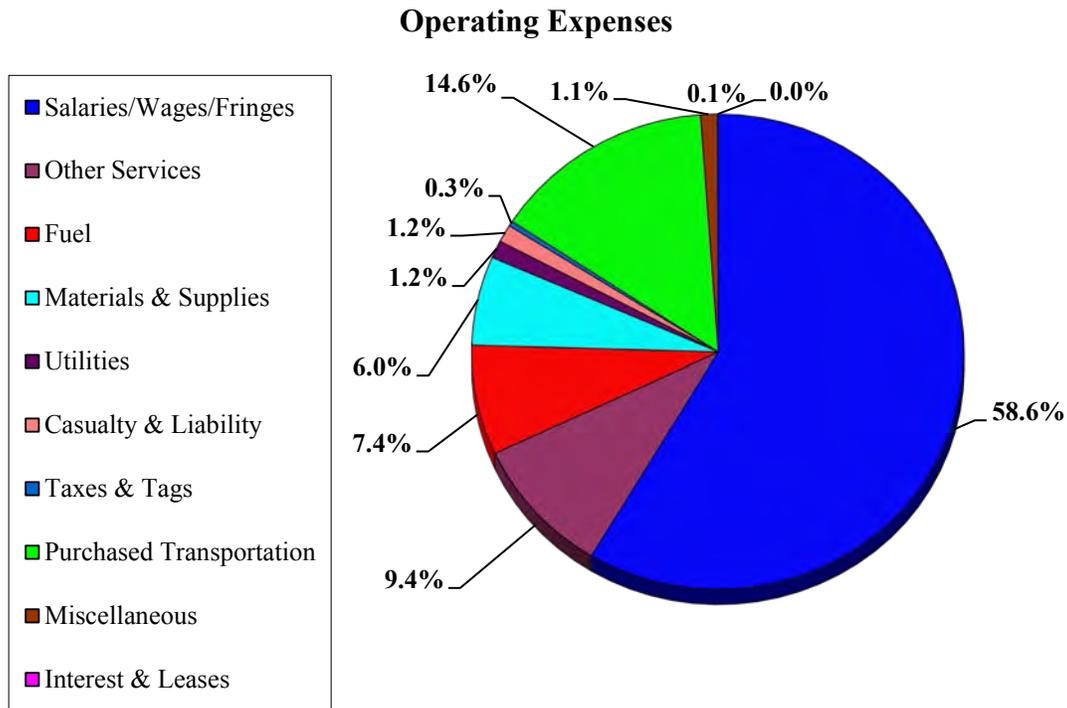
Operating Revenue



TOTAL OPERATING REVENUES - \$133,483,544

<u>Operating Revenues</u>	<u>FY2018 Operating Revenue</u>
Fund Balance	\$ 1,737,041
Lynx Generated Revenue	35,068,254
Federal Revenue	17,697,055
State Revenue	13,635,017
Local Revenue	65,346,177
Total Revenue	\$ 133,483,544

These funds are programmed to fund the following expenses:



TOTAL OPERATING EXPENSES - \$133,483,544

Operating Expenses	FY2018 Operating Expense
Salaries/Wages/Fringes	\$ 78,226,554
Other Services	12,572,226
Fuel	9,920,264
Materials & Supplies	8,072,032
Utilities	1,604,244
Casualty & Liability	1,597,385
Taxes & Tags	459,391
Purchased Transportation	19,489,370
Leases & Miscellaneous	1,461,031
Interest	81,047
Total Operating Expenses	<u>\$ 133,483,544</u>

Capital Budget

The proposed Capital Budget for FY2018 is \$63,580,474, which is an increase of \$14,062,831 approximately 28.4% more than the FY2017 Amended Capital Budget. The increase in the

capital budget from the FY2017 Amended Capital Budget results from an increase in Facilities, Passenger Amenities, Revenue Vehicles and Support Equipment

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 93.9% is funded through federal grants, 1.7% is funded through state grants, and the remaining 4.4% through local funds. The local contribution from the funding partners covers the capital bus lease, paratransit vehicles and LYMMO BRT expansion projects. In addition, funding through LYNX negotiated agreements will contribute to passenger shelter costs.

Specifically, this budget includes funds from the following areas:

Federal	\$ 59,730,965
State	1,080,235
Local	2,769,274
Total	\$ 63,580,474

The table below identifies capital expenditures by program:

	Capital Program	FY2018 Requests
1	Vehicles	\$ 31,418,439
2	Bus Rapid Transit (BRT) Construction	808,304
3	Facilities	5,999,648
4	Passenger Amenities/Related Enhancements	14,438,436
5	Technology Improvements	4,196,306
6	Security Enhancements	752,837
7	Support Equipment	5,966,504
	Total	\$ 63,580,474

Notes:

- 1) Vehicles include expansion and replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
- 2) BRT includes the Orange and Grapefruit line capital activities, as well as, the FlexBus project.
- 3) Facilities include funds for LCS, LOC, Osceola, and LOC Expansion Projects.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.
- 5) Technology includes items to improve communication and information delivery such as copiers, network improvements, servers, software upgrades and real time information.

LYNX Board Agenda

- 6) Security includes equipment to enhance security and surveillance.
- 7) Support equipment includes items such as mobile ticketing, fare payment on board validators, shop tools, furniture, and radios.

FISCAL IMPACT:

The budget will be financed from operating revenues and assistance from federal, state, and local governments. No funds will be committed to the Operating and Capital Programs unless they are budgeted and fully funded by federal, state, and local sources.

FY2018 Proposed Operating & Capital Budgets

Presented to the
LYNX Board of Directors
by Bert Francis, Chief Financial Officer
September 28, 2017

Key Budget Assumptions - Overall

- FY2018 Funding based on the adopted LYNX Funding Model
- Enhance Fixed Route, NeighborLink (NL) and ACCESSLYNX services by implementing New Mobility Management

Key Budget Assumptions - Revenue



Federal Funding:

- Maintain current Preventative Maintenance funding Level, as approved by LYNX' Board – one time additional \$2 million

State Funding:

- Continue to maximize State Operating Assistance

Advertising Revenue:

- Continue to attempt to maximize Advertising Revenue, considering safety issues

Other Revenues:

- Maximize anticipated Compressed Natural Gas (CNG) Rebates and Royalties

Key Budget Assumptions - Expenses



Personnel Expenses:

- Salary increases consistent with Funding Partners and anticipated Union negotiations
- Continue to monitor the Health Insurance Program to identify potential savings and efficiencies

Fixed Route, Paratransit, and NL Services:

- Implement Mobility Management Model, as appropriate

Fuel Programs:

- Continuation of Fuel Programs, as appropriate
 - ✓ Fuel Hedging
 - ✓ Bio-diesel
 - ✓ Compressed Natural Gas (CNG)

LYNX 25 Year Celebration:

- LYNX will be considering events and various branding efforts for the 25 year celebration

Other Considerations



- Laddered Investment Program
- Pension Assumptions
- Healthcare Cost Shifting
- P-Card Rebates
- Evaluation of Existing Positions

Other Initiatives



Service Expansion:

- Impacts of SunRail Phase 2 expansion (feeder service)

Technology:

- Impact of potential cost savings from implementing Mobile Ticketing System

Facility Improvements:

- Relocation of Paratransit Facility from LB McLeod to NoPetro Land site

FY2018 Operating Budget Overview



FY2018 Revsed

Operating Revenues	FY2018 Revised Preliminary		FY2018 Proposed
	Budget	Revisions	Budget
Fund Balance	\$ 1,299,591	\$ 437,450	\$ 1,737,041
Customer Fares	25,349,318	58,851	25,408,169
Contract Services	6,051,580	417,184	6,468,764
Advertising on Buses	1,975,000	-	1,975,000
Advertising - Trade	30,000	-	30,000
Interest & Other Income	924,321	262,000	1,186,321
Federal Revenue	17,252,055	445,000	17,697,055
State Revenue	13,635,017	-	13,635,017
Local Revenue	65,216,177	130,000	65,346,177
Total Revenue	\$ 131,733,059	\$ 1,750,485	\$ 133,483,544

Operating Expenses	FY2018		FY2018
	FY2018	Revisions	FY2018
Salaries/Wages/Fringes	\$ 78,076,998	\$ 149,556	\$ 78,226,554
Other Services	11,748,341	823,885	12,572,226
Fuel	9,871,486	48,778	9,920,264
Materials & Supplies	7,849,180	222,852	8,072,032
Utilities	1,604,244	-	1,604,244
Casualty & Liability	1,597,385	-	1,597,385
Taxes & Tags	457,330	2,061	459,391
Purchased Transportation	18,897,860	591,510	19,489,370
Leases & Miscellaneous	1,549,188	(88,157)	1,461,031
Interest	81,047	-	81,047
Total Operating Expenses	\$ 131,733,059	\$ 1,750,485	\$ 133,483,544



FY2018 Operating Budget Overview

	FY2018 Preliminary Budget	FY2017 Amended Budget	% Change
Operating Revenue	\$ 133,483,544	\$ 132,749,698	0.6%
Operating Expenses	133,483,544	132,749,698	0.6%
Operating Income/(Deficit)	\$ -	\$ -	N/A

FY2018 Operating Revenue



	FY2018 Proposed Budget	FY2017 Amended Budget	Dollar Change Amount	% Change
Operating Revenues				
Fund Balance	\$ 1,737,041	\$ 3,516,084	\$ (1,779,043)	-50.60%
Customer Fares	25,408,169	26,176,910	(768,741)	-2.94%
Contract Services	6,468,764	5,742,153	726,611	12.65%
Advertising on Buses	1,975,000	2,332,134	(357,134)	-15.31%
Advertising - Trade	30,000	30,000	-	0.00%
Interest & Other Income	1,186,321	1,095,514	90,807	8.29%
Federal Revenue	17,697,055	17,231,868	465,187	2.70%
State Revenue	13,635,017	13,704,285	(69,268)	-0.51%
Local Revenue	65,346,177	62,920,750	2,425,427	3.85%
Total Revenue	\$ 133,483,544	\$ 132,749,698	\$ 733,846	0.6%

FY2018 Operating Expenses



	FY2018 Proposed Budget	FY2017 Amended Budget	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 78,226,554	\$ 75,960,271	\$ 2,266,283	2.98%
Other Services	12,572,226	13,346,493	(774,267)	-5.80%
Fuel	9,920,264	9,329,958	590,306	6.33%
Materials & Supplies	8,072,032	7,973,395	98,637	1.24%
Utilities	1,604,244	1,475,080	129,164	8.76%
Casualty & Liability	1,597,385	1,583,631	13,754	0.87%
Taxes & Tags	459,391	436,843	22,548	5.16%
Purchased Transportation	19,489,370	21,205,478	(1,716,108)	-8.09%
Leases & Miscellaneous	1,461,031	1,336,700	124,331	9.30%
Interest	81,047	101,849	(20,802)	-20.42%
Total Operating Expenses	\$ 133,483,544	\$ 132,749,698	\$ 733,846	0.6%

FY2018 Local Revenue by Jurisdiction



LYNX						
FY2018 Preliminary Local Funding						
	Adopted Local Funding FY2017		Preliminary Regional Model Need for FY2018		Dollar Change	Percentage Change
Local Operating Funding:						
Orange County	\$ 41,805,229	*	\$ 43,266,413	*	\$ 1,461,184	3.50%
Osceola County	6,889,938	#	7,130,935	#	240,997	3.50%
Seminole County	7,004,157	*	7,249,404	*	245,247	3.50%
City of Orlando	4,542,603	*	4,399,737	*	(142,866)	-3.15%
City of Orlando - LYMMO	2,200,910		2,607,482		406,572	18.47%
Subtotal	<u>\$ 62,442,837</u>		<u>\$ 64,653,971</u>		<u>\$ 2,211,134</u>	3.54%
VA Route Link 406	\$ -		\$ 229,452		\$ 229,452	0.00%
Altamonte Springs	120,900		120,900		-	0.00%
Sanford	93,000		93,000		-	0.00%
Lake County	264,013		248,854		(15,159)	-5.74%
Subtotal	<u>\$ 477,913</u>		<u>\$ 692,206</u>		<u>\$ 214,293</u>	44.84%
Total Local Operating Funding	<u>\$ 62,920,750</u>		<u>\$ 65,346,177</u>		<u>\$ 2,425,427</u>	3.85%
Local Capital Contributions:						
Orange County	\$ 1,698,160		\$ 1,738,768		\$ 40,608	2.39%
Osceola County	198,914		237,704		38,790	19.50%
Seminole County	215,822		211,366		(4,456)	-2.06%
Subtotal	<u>\$ 2,112,896</u>		<u>\$ 2,187,838</u>		<u>\$ 74,942</u>	3.55%
Total Local Funds	<u>\$ 65,033,646</u>		<u>\$ 67,534,015</u>		<u>\$ 2,500,369</u>	3.84%

**Includes prepaid funding from Orange County, Seminole County and City of Orlando for State Road 436 Study.*

Key Capital Budget Assumptions

- Enhance LYNX facilities
- Advanced Fare Collection – Mobile Ticketing
- Fleet to support all service modes
- Passenger Amenities Program improvements
- Enhancement of security and surveillance systems
- Advance communications and technological capabilities

FY2018 Capital Budget Overview

<u>Description</u>	<u>FY2018 Revised Preliminary Budget</u>	<u>Revisions</u>	<u>FY2018 Proposed Budget</u>
BRT	\$ 800,170	\$ 8,134	\$ 808,304
Facilities	5,863,512	136,136	5,999,648
Passenger Amenities	15,036,896	(598,460)	14,438,436
Security	760,144	(7,307)	752,837
Support Equipment	6,039,128	(72,624)	5,966,504
Technology	4,361,947	(165,641)	4,196,306
Support Vehicles	332,533	(4,593)	327,940
Revenue Vehicles	30,686,159	404,340	31,090,499
Total	<u>\$ 63,880,489</u>	<u>\$(300,015)</u>	<u>\$ 63,580,474</u>

FY2018 Capital Budget Overview

<u>Capital Contributions</u>	<u>FY2018 Proposed Budget</u>	<u>FY2017 Amended Budget</u>	<u>% Change</u>
Capital Contributions	\$ 63,580,474	\$ 49,517,643	28.4%
Capital Expenditures	63,580,474	49,517,643	28.4%
Total	\$ -	\$ -	N/A

FY2018 Capital Budget Contributions

<u>Capital Contributions</u>	<u>FY2018 Proposed Budget</u>	<u>FY2017 Amended Budget</u>	<u>Dollar Amount Change</u>	<u>% Change</u>
Federal Contributions	\$ 59,730,965	\$ 47,267,338	\$ 12,463,627	26.4%
State Contributions	1,080,235	680,412	399,823	58.8%
Local Contributions	2,769,274	1,569,893	1,199,381	76.4%
Total	\$ 63,580,474	\$ 49,517,643	\$ 14,062,831	28.4%

FY2018 Proposed Capital Budget – Local Contributions



Description	FY2018 Preliminary Budget Amount	Source
East/West BRT Improvements	\$ 20,800	City of Orlando
Capital Bus Lease	918,954	Local \$2 Capital
Revenue Vehicles - Buses	1,513,610	Local \$2 Capital
Paratransit Vehicles	66,110	Local \$2 Capital
Passenger Amenities	250,000	Orange County
Total	\$ 2,769,474	

FY2018 Budget Summary



	FY2018 Preliminary Budget	FY2017 Amended Budget	% Change
Operating Revenue	\$ 133,483,544	\$ 132,749,698	0.6%
Operating Expenses	133,483,544	132,749,698	0.6%
Operating Income/(Deficit)	\$ -	\$ -	N/A
Capital Funding	\$ 63,580,474	\$ 49,517,643	28.4%
Capital Expenditures	63,580,474	49,517,643	28.4%
Capital Income/(Deficit)	\$ -	\$ -	N/A
Total Sources of Funding	\$ 197,064,018	\$ 182,267,341	8.1%
Total Uses of Funding	197,064,018	182,267,341	8.1%
Net Financial Position	\$ -	\$ -	N/A
Staffing Count	1144	1121	23

Operating Budget Calendar



Final Board Action

September 28

Budget Year 17– 18 Commences

October 1

Action Agenda Item #8.C

To: LYNX Board of Directors

From: Albert Francis
 CHIEF FINANCIAL OFFICER
 Blanche Sherman
 (Technical Contact)
 Julie Caple
 (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Amendment to LYNX' FY2017 Operating and Capital Budgets

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to amend the FY2017 Amended 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:

Revenue	FY2017 Amended Budget Total May 2017	Transportation Disadvantage Voucher Program	Paratransit Contract Extension (8/29/17 - 9/29/17)	Paratransit Contract Excess Trip Cost (10/1/16 - 8/28/17)	Paratransit Contract Rate Increase (10/1/16 - 8/28/17)	Valencia College Transit Services - Youth Fares	UCF Bus Wraps (3 buses)	CIGNA Pharmacy Rebate	FY2017 Amended Budget Total September 2017
Fund Balance	\$ 2,182,828	\$ -	\$ 308,331	\$ 295,000	\$ 741,748	\$ (9,375)	\$ (2,448)	\$ (141,044)	\$ 3,375,040
LYNX Generated Revenue	35,352,336	-	-	-	-	9,375	15,000	141,044	35,517,755
Federal Revenue	17,231,868	-	-	-	-	-	-	-	17,231,868
State Revenue	13,704,285	-	-	-	-	-	-	-	13,704,285
Local Revenue	62,920,750	-	-	-	-	-	-	-	62,920,750
Total Revenue	\$ 131,392,067	\$ -	\$ 308,331	\$ 295,000	\$ 741,748	\$ -	\$ 12,552	\$ -	\$ 132,749,698
Expense									
Salaries/Wages/Fringes	\$ 75,960,271	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,960,271
Other Services	13,384,328	(50,387)	-	-	-	-	12,552	-	13,346,493
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	19,810,012	50,387	308,331	295,000	741,748	-	-	-	21,205,478
Leases & Miscellaneous	1,336,700	-	-	-	-	-	-	-	1,336,700
Interest	101,849	-	-	-	-	-	-	-	101,849
Total Operating Expenses	\$ 131,392,067	\$ -	\$ 308,331	\$ 295,000	\$ 741,748	\$ -	\$ 12,552	\$ -	\$ 132,749,698

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 services are 100% grant funded. \$50,387 is being transferred from Professional Services to Purchased Transportation to correct a misclassification when approved in January 2017.

Purchased Transportation – LYNX staff is seeking Board authorization to extend the terms of contract #12-C02 with MV Transportation from August 29, 2017 through September 29, 2017 and to increase the not-to-exceed contract amount to support the increases by an additional \$308,331 and to amend the FY2017 Amended Operating Budget, accordingly. Since there was no action to take to the LYNX Board of Directors to begin a new contract, staff had to negotiate an extension with MV Transportation. The current extended agreement expires on August 28, 2017 and requires an immediate action to maintain services. MV Transportation has requested a rate adjustment due to increased personnel costs and other operating expenses that were not adjusted by LYNX since extending the contract in October 2016.

	August 29, 2017 - September 28, 2017
FY2017 Amended Budgeted Amount	\$ 1,288,694
FY2017 Estimated Cost	1,597,025
Excess Cost	\$ (308,331)

Purchased Transportation – LYNX staff is seeking Board authorization to increase contract #12-C02 with MV Transportation for the Contract period October 1, 2016 through August 28, 2017 an additional \$295,000 and to amend the FY2017 Amended Operating Budget, accordingly. During the month of March 2017, LYNX started experiencing significant increases in the costs for paratransit services. The increases were due to an increase in trips and revenue hours for paratransit services.

Purchased Transportation - LYNX staff is seeking Board authorization to increase contract #12-C02 with MV Transportation, Inc. for the Contract period October 1, 2016 through August 28, 2017 an additional \$741,748 and to amend the FY2017 Amended Operating Budget, accordingly. In August 2017, during negotiations with MV Transportation, MV Transportation requested a rate adjustment due to increased personnel costs and other operating expenses that were not adjusted by LYNX since extending contract #12-C02 with MV Transportation.

Other Services – At the July 27, 2017 Board meeting, LYNX received Board authorization to enter into a Transportation Partner Agreement with Valencia College to provide transit services in a not-to-exceed amount of \$75,000 annually and to amend the FY2017 Amended Operating Budget accordingly. The contract commenced on August 15, 2017. The FY2017 Amended Operating Budget is being amended by \$9,375 to reflect service from the commencement date through September 30, 2017.

Other Services – At the July 27, 2017 Board meeting, LYNX received Board authorization to enter into an interlocal agreement with the University of Central Florida (UCF) to provide bus wraps and body shop services for the campus fleet. Due to the timing of when the buses will be wrapped, this contract will span two different fiscal years. LYNX is amending the FY2017 by

\$15,000 to cover the projected cost of wrapping 3 buses. The remaining amount and any portion of the \$15,000 not complete in FY2017 will be budgeted in the FY2018 Operating Budget.

Miscellaneous Revenue – CIGNA Additional Pharmacy Rebate

The following table summarizes the adjustments mentioned above and formally amends the FY2017 Amended Operating Budget from \$131,392,067 to \$132,749,698 as follows:

	FY2017 Amended Budget	Revisions	FY2017 Amended Budget Total
Operating Revenues			
Fund Balance	2,182,828	\$ 1,192,212	\$ 3,375,040
LYNX-Generated Revenue	35,352,336	165,419	35,517,755
Federal Revenue	17,231,868	-	17,231,868
State Revenue	13,704,285	-	13,704,285
Local Revenue	62,920,750	-	62,920,750
Total Revenue	\$ 131,392,067	\$ 1,357,631	\$ 132,749,698

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

	FY2017 Amended Budget	Revisions	FY2017 Amended Budget Total
Operating Expenses			
Salaries/Wages/Fringes	\$ 75,960,271	\$ -	\$ 75,960,271
Other Services	13,384,328	(37,835)	13,346,493
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	19,810,012	1,395,466	21,205,478
Leases & Miscellaneous	1,336,700	-	1,336,700
Interest	101,849	-	101,849
Total Operating Expenses	\$ 131,392,067	\$ 1,357,631	\$ 132,749,698

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

Capital Contributions	FY2017 Amended Budget	Revisions	FY2017 Amended Budget
Federal Contributions	\$ 47,267,338	\$ -	\$ 47,267,338
State Contributions	680,412	-	680,412
Local Contributions	1,569,893	-	1,569,893
Total	\$ 49,517,643	\$ -	\$ 49,517,643

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

Capital Expenditures	FY2017 Amended Budget	Revisions	FY2017 Amended Budget
Revenue Vehicles	\$ 23,404,214	\$ -	\$ 23,404,214
BRT	1,985,630	-	1,985,630
Facilities	3,456,425	-	3,456,425
Passenger Amenities	11,822,362	-	11,822,362
Technology	4,333,194	-	4,333,194
Security	796,063	-	796,063
Support Equipment	3,719,755	-	3,719,755
Total	\$ 49,517,643	\$ -	\$ 49,517,643

FISCAL IMPACT:

The FY2017 Amended Operating Budget will increase from \$131,392,067 to \$132,749,698. The FY2017 Amended Capital Budget will remain at \$49,517,643.

FY2017 Amended Operating & Capital Budgets

Presented to the
LYNX Board of Directors
by Blanche Sherman, CPA
Director of Finance
September 28, 2017

FY2017 Operating Budget Overview



	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	% Change
Operating Revenue	\$ 131,392,067	\$ 132,749,698	1.0%
Operating Expenses	131,392,067	132,749,698	1.0%
Operating Income/(Deficit)	\$ -	\$ -	0.0%

Key Operating Budget Amendment Basis



- Reclass of Project Administration funds for the Transportation Disadvantaged Voucher Program from professional services to purchased transportation - \$50,387
- Excess cost associated with the extension of the terms of contract #12-C02 with MV Transportation from August 29, 2017 through September 29, 2017 - \$308,331
- Excess cost associated with an increase in trips and revenue hours for contract #12-C02 with MV Transportation, Inc. for the contract period of October 1, 2016 through August 28, 2017 - \$295,000
- Excess cost associated with a rate adjustment due to increased personnel costs and other operating costs for contract #12-C02 with MV Transportation, Inc. for the contract period of October 1, 2016 through August 28, 2017 - \$741,748
- Transportation Partner Agreement with Valencia College services from August 15, 2017 through September 30, 2017 - \$9,375
- Interlocal agreement with the University of Central Florida to provide bus wraps and body shop services for the campus fleet (3 buses) - \$15,000
- CIGNA Pharmacy Rebate - \$141,044

FY2017 Operating Revenue



	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	Dollar Change Amount	% Change
Operating Revenues				
Fund Balance	\$ 2,182,828	\$ 3,375,040	\$ 1,192,212	55%
Customer Fares	26,167,535	26,176,910	9,375	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	1,080,514	1,236,558	156,044	14.4%
Federal Revenue	17,231,868	17,231,868	-	0.0%
State Revenue	13,704,285	13,704,285	-	0.0%
Local Revenue	62,920,750	62,920,750	-	0.0%
Total Revenue	\$131,392,067	\$ 132,749,698	\$ 1,357,631	1.0%

FY2017 Operating Expenses



	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 75,960,271	\$ 75,960,271	\$ -	0.0%
Other Services	13,384,328	13,346,493	(37,835)	-0.3%
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	19,810,012	21,205,478	1,395,466	7.0%
Leases & Miscellaneous	1,336,700	1,336,700	-	0.0%
Interest	101,849	101,849	-	0.0%
Total Operating Expenses	\$131,392,067	\$ 132,749,698	\$ 1,357,631	1.0%

FY2017



Capital Budget Overview

	Amended Budget May 2017	Amended Budget September 2017	% Change
Capital Contributions	\$ 49,517,643	\$ 49,517,643	0.0%
Capital Expenditures	49,517,643	49,517,643	0.0%
Total	\$ -	\$ -	

FY2017 Capital Budget Contributions



Capital Contributions	FY2017 Amended Budget		FY2017 Amended Budget
	May 2017	Revisions	September 2017
Federal Contributions	\$ 47,267,338	\$ -	\$ 47,267,338
State Contributions	680,412	-	680,412
Local Contributions	1,569,893	-	1,569,893
Total	\$ 49,517,643	\$ -	\$ 49,517,643

FY2017 Capital Expenditures



Capital Expenditures	FY2017 Amended Budget		FY2017 Amended Budget
	May 2017	Revisions	September 2017
Revenue Vehicles	\$ 23,404,214	\$ -	\$ 23,404,214
BRT	1,985,630	-	1,985,630
Facilities	3,456,425	-	3,456,425
Passenger Amenities	11,822,362	-	11,822,362
Technology	4,333,194	-	4,333,194
Security	796,063	-	796,063
Support Equipment	3,719,755	-	3,719,755
Total	\$ 49,517,643	\$ -	\$ 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 September 28, 2017 Board Meeting.

	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	% Change
Operating	\$ 131,392,067	\$ 132,749,698	1.0%
Capital	49,517,643	49,517,643	0.0%
Total	\$ 180,909,710	\$ 182,267,341	0.8%

Action Agenda Item #8.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into the FY2018 Service Funding Agreements with the Regional Funding Partners

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2018 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2018.

	FY2018 Service		
	Funding	SR 436	Total Funding
	Agreement	Corridor Study	Amount
Orange County	\$ 44,880,592	\$ 124,589	\$ 45,005,181
Osceola County	7,368,639	-	\$ 7,368,639
Seminole County	7,152,963	307,807	\$ 7,460,770
City of Orlando*	4,099,259	300,478	\$ 4,399,737
City of Altamonte Springs	120,900	-	\$ 120,900
City of Sanford	93,000	-	\$ 93,000
Lake County - Link 55	248,854	-	\$ 248,854
VA Route Line 406	229,452	-	\$ 229,452
Reedy Creek	297,115	-	\$ 297,115
Total Local Funds	\$ 64,490,774	\$ 732,874	\$ 65,223,648

*City of Orlando's LYMMO Service is not included and is under a separate agreement and VA Link 406.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum and if those changes are not materially adverse

to LYNX. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

The Counties of Lake, Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, and Sanford (hereinafter, the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP).

The funding partner agreement for FY2018 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2018 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

SERVICE FUNDING AGREEMENT
by and between
CITY OF ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 20, 2016 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2017; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each quarterly installment, LYNX will invoice the Funding Partner on a quarterly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any quarterly installments that remain unpaid prior to the execution of this Agreement, those unpaid quarterly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Community Development Agency

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2018, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

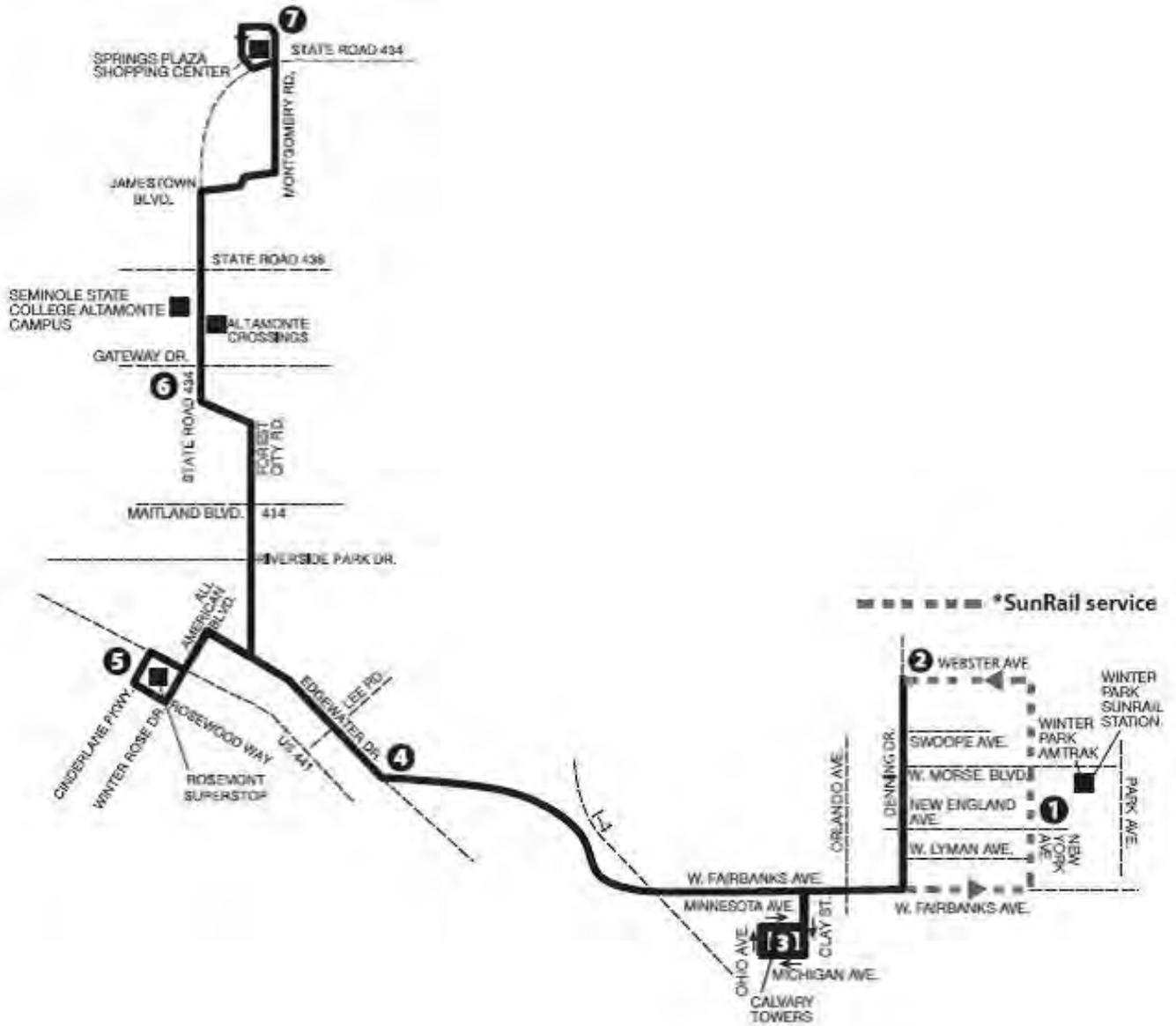
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station and, Calvary Towers



Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station

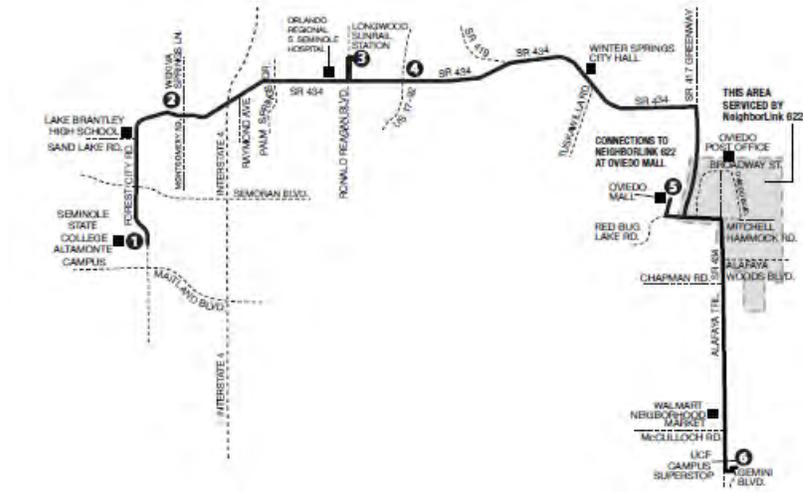


Exhibit "B"

October through September

\$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2018	
Total County Transit Service Cost	\$ 120,900

FY2018 Billing Schedule:	
October 2017	\$ 30,225
January 2018	\$ 30,225
April 2018	\$ 30,225
July 2018	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within the City of Altamonte Springs in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$120,900 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

SERVICE FUNDING AGREEMENT
by and between
LAKE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of April 13, 2017, (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2017; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Lake County
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: David C. Heath, County Manager

With copy to: Lake County
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Melanie N. Marsh, County Attorney

With copy to: Lake County Community Services
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Director of Community Services

With copy to: Lake County Community Services
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Public Transportation Manager

With copy to: Lake County Community Services
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Financial Analyst

As to LYNX: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2018, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

By: _____
Sean Parks, Chairman

Date: _____

ATTEST:

Neil Kelly, Clerk to the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie N. Marsh
County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Plaza Del Sol, Old Town, Celebration, Orange Lake, and Four Corners Wal-Mart



Note: Link 55 will not stop on US 192 between Legacy Blvd. and US 27. This area is served by Polk Transit route 427.

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2017 - September 2018 \$248,854

FY2018 Billing Schedule:	
October 2017	\$ 20,738
November 2017	\$ 20,738
December 2017	\$ 20,738
January 2018	\$ 20,738
February 2018	\$ 20,738
March 2018	\$ 20,738
April 2018	\$ 20,738
May 2018	\$ 20,738
June 2018	\$ 20,738
July 2018	\$ 20,738
August 2018	\$ 20,738
September 2018	\$ 20,736
Total Annual Funding Request from County	\$248,854

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate two hundred forty-eight thousand eight hundred fifty-four dollars and zero cents (\$248,854) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within Lake County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$248,854 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

SERVICE FUNDING AGREEMENT
by and between
ORANGE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 12, 2017 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2016; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Orange County
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Ajit Lalchandani, County Administrator

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager, OMB

With copy to: Orange County Office of Regional Mobility
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Director, Office of Regional Mobility

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2018, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST: Martha O. Haynie, County
Comptroller as Clerk to the Board of
County Commissioners

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

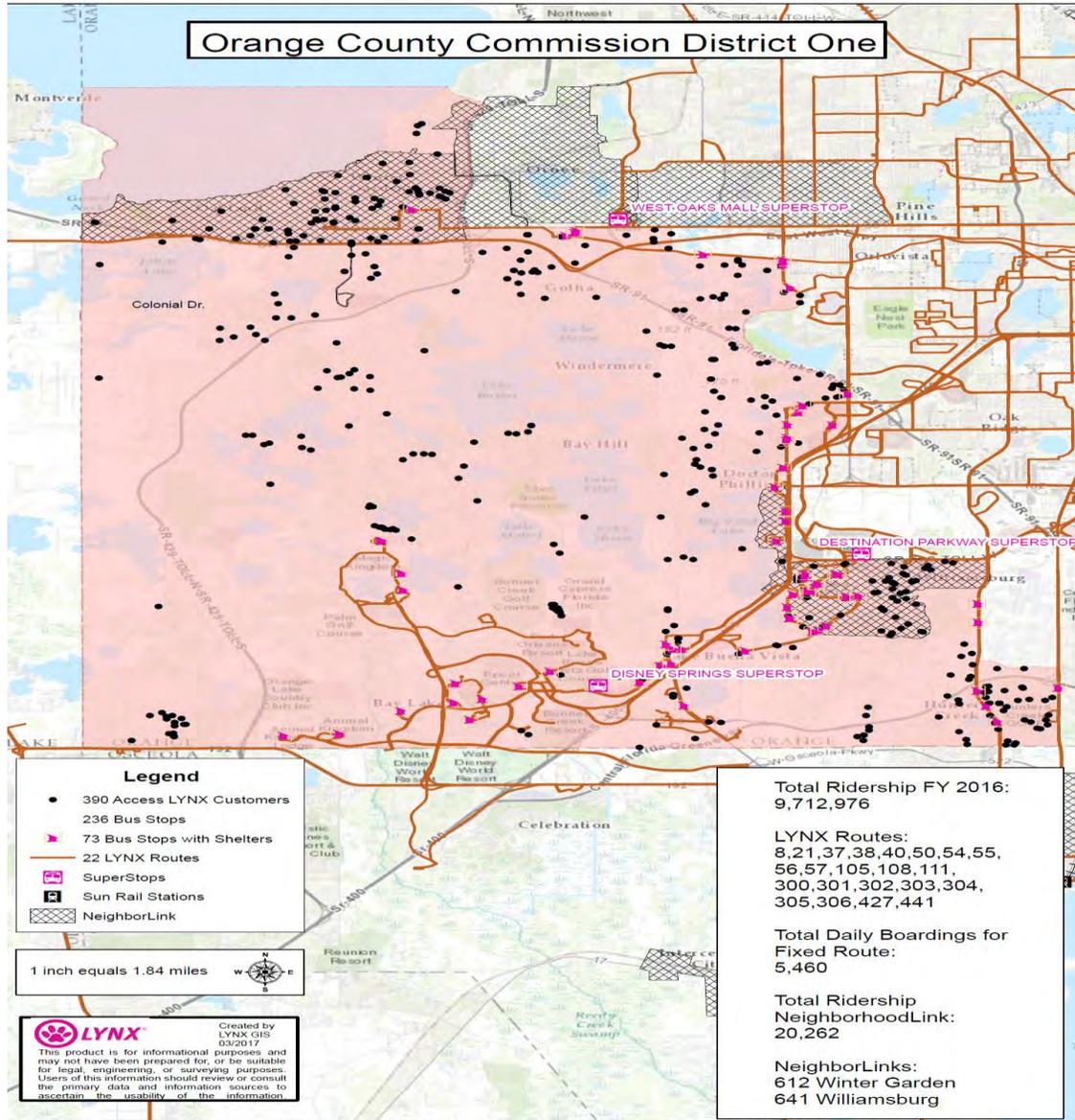
AKERMAN LLP,
Counsel for LYNX

By: _____

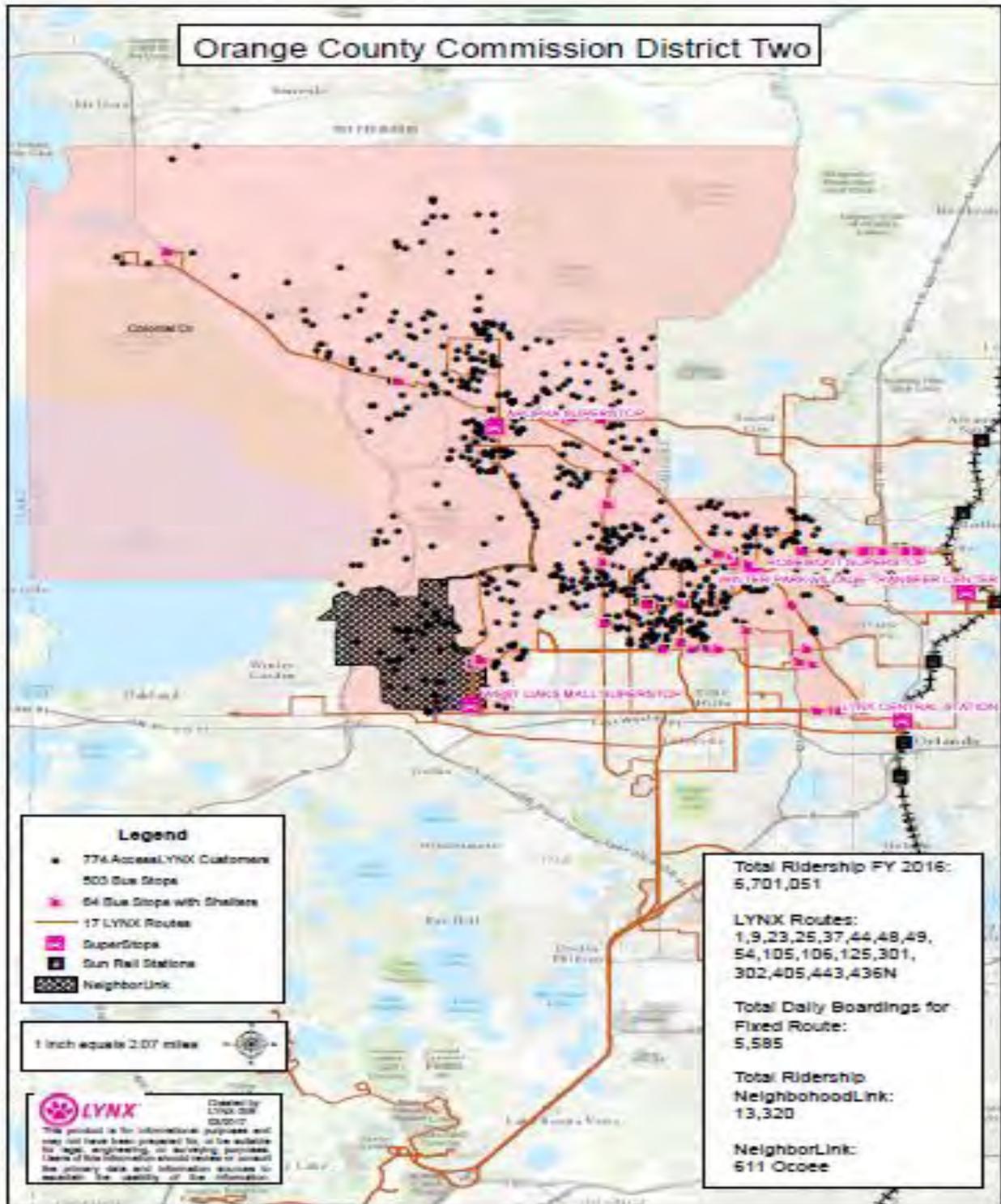
Patrick T. Christiansen, Esq.

Exhibit "A"

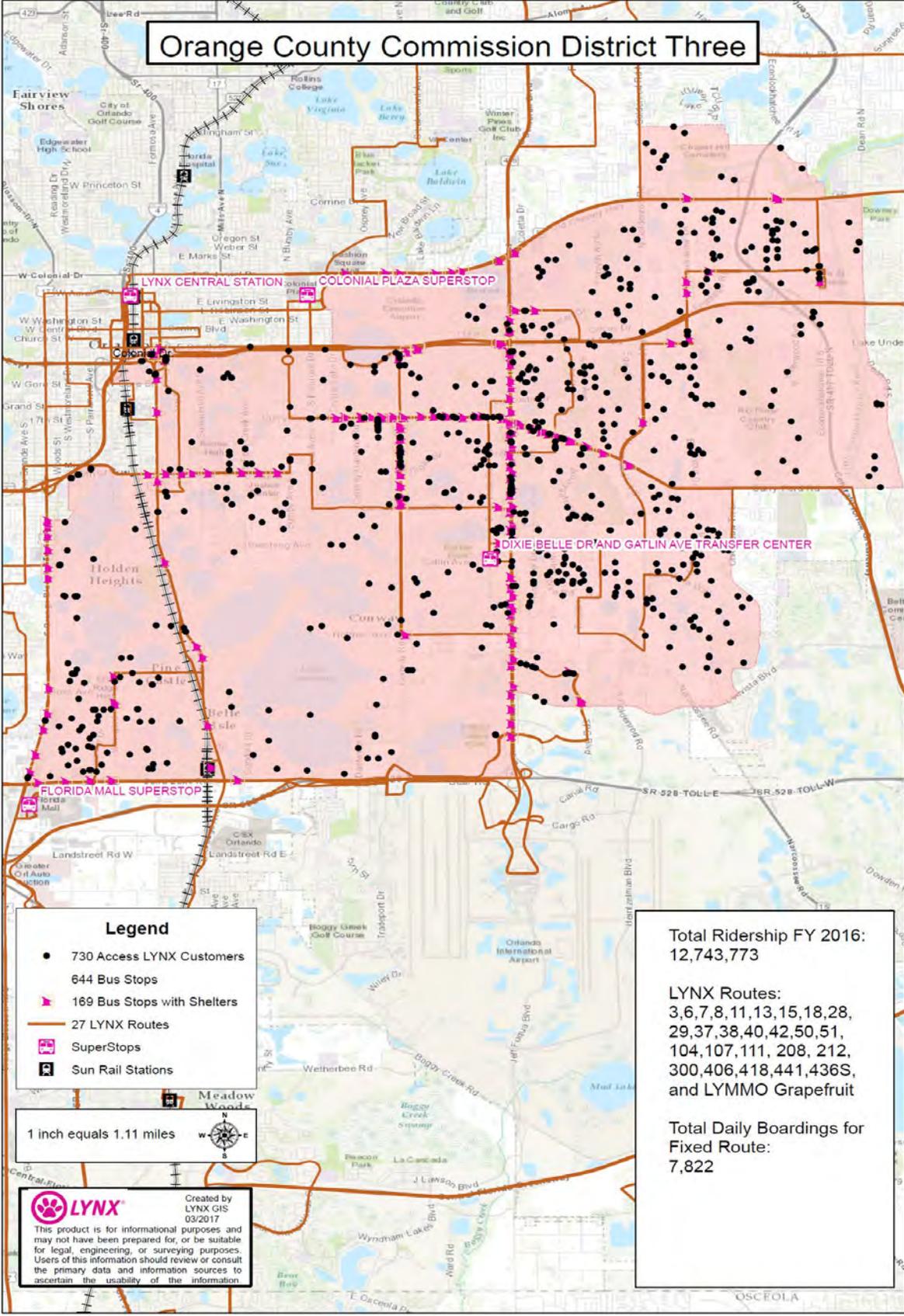
DESCRIPTION OF SERVICE AREA



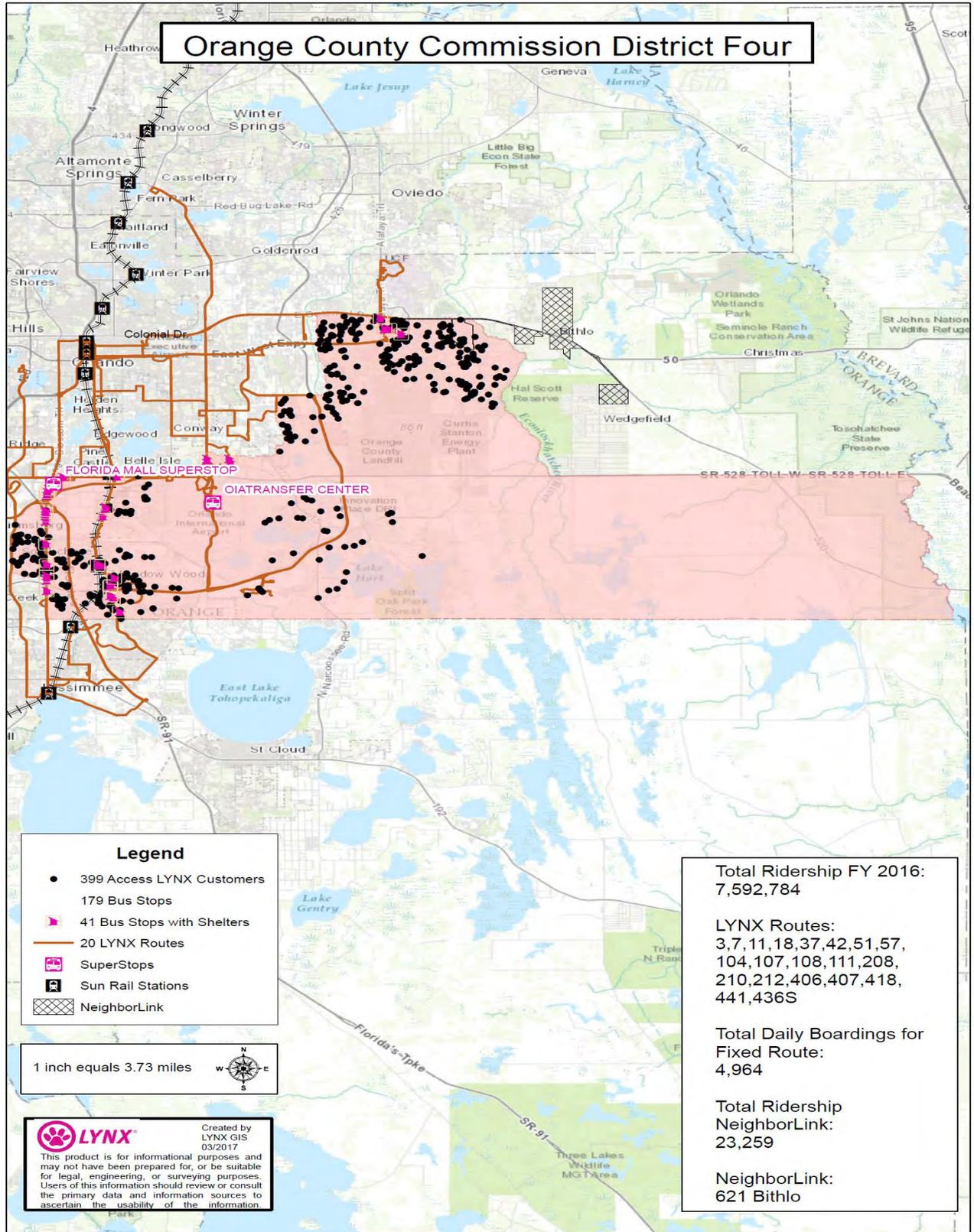
Orange County Commission District Two

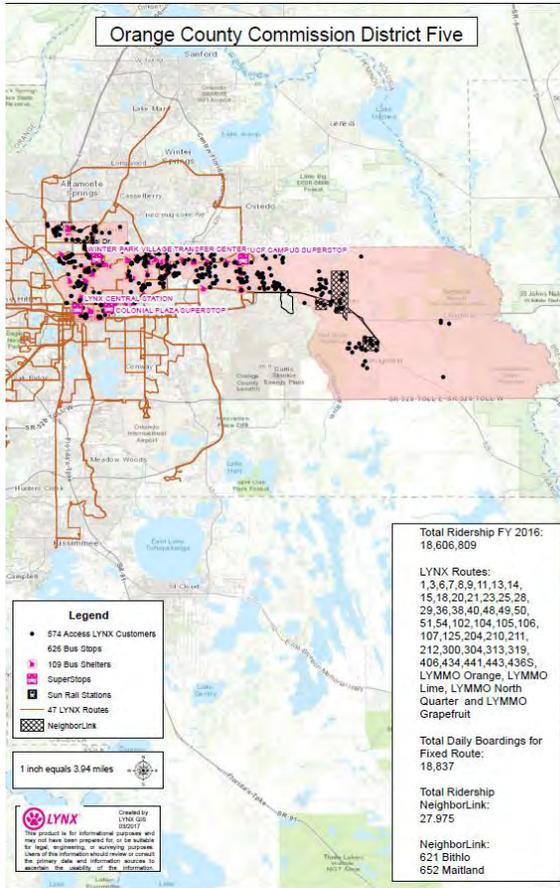


Orange County Commission District Three



Orange County Commission District Four





Orange County Commission District Six

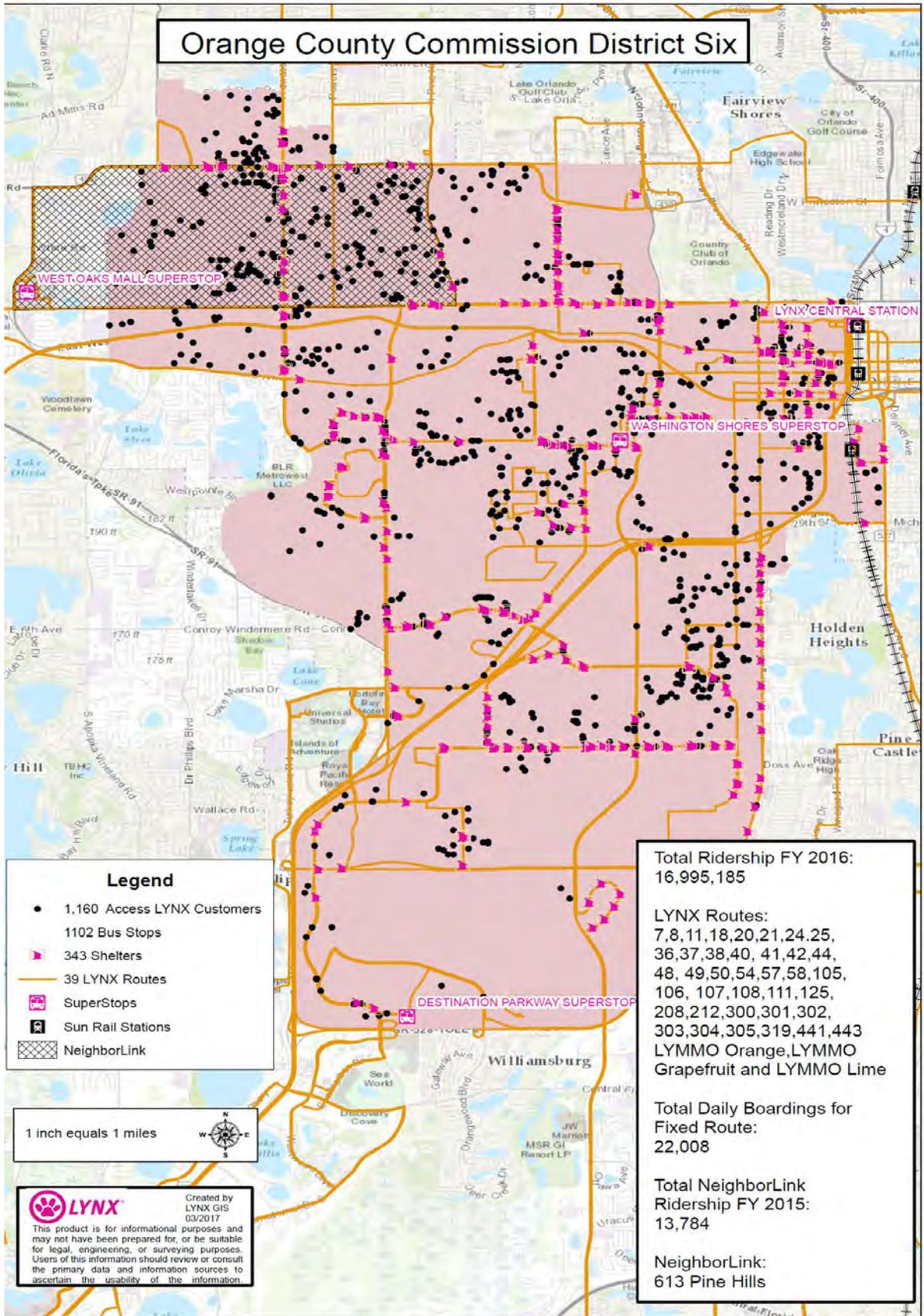


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2017 - September 2018 \$44,880,592

FY2018 Billing Schedule:	
October 2017	\$ 3,740,049
November 2017	\$ 3,740,049
December 2017	\$ 3,740,049
January 2018	\$ 3,740,049
February 2018	\$ 3,740,049
March 2018	\$ 3,740,049
April 2018	\$ 3,740,049
May 2018	\$ 3,740,049
June 2018	\$ 3,740,050
July 2018	\$ 3,740,050
August 2018	\$ 3,740,050
September 2018	\$ 3,740,050
Total Annual Funding Request from County	\$44,880,592

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate forty-four million eight hundred eighty thousand five hundred ninety two dollars and zero cents (\$44,880,592) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$44,880,592 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) A Meadow Woods LYNX route

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

27. The SR 436 corridor study in the amount of \$124,589 is set forth in a separate interlocal agreement between Orange County and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

SERVICE FUNDING AGREEMENT
by and between
CITY OF ORLANDO, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 19, 2016 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2017; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

Current Fiscal Year.

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each quarterly installment, LYNX will invoice the Funding Partner on a quarterly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any quarterly installments that remain unpaid prior to the execution of this Agreement, those unpaid quarterly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

Next Fiscal Year. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the

Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(v) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(vi) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(vii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(viii) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

Service. LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%)

increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

Quarterly Reporting. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (vii) Maps and schedules for each route operating in the Service Area.
- (viii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (ix) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (x) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (xi) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip

- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(xii) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(xiii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(xiv) The amount of fund balance allocated to reserves.

(xv) Any other information the Funding Partner reasonably requests.

Additional Reporting. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

For Cause. If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

For Convenience. Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for

inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2018, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any

party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

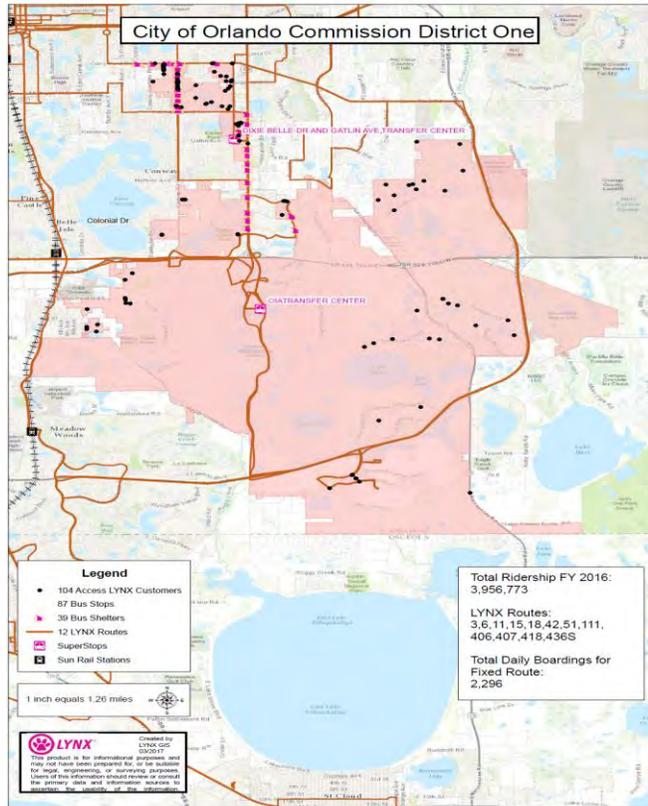
AKERMAN LLP,
Counsel for LYNX

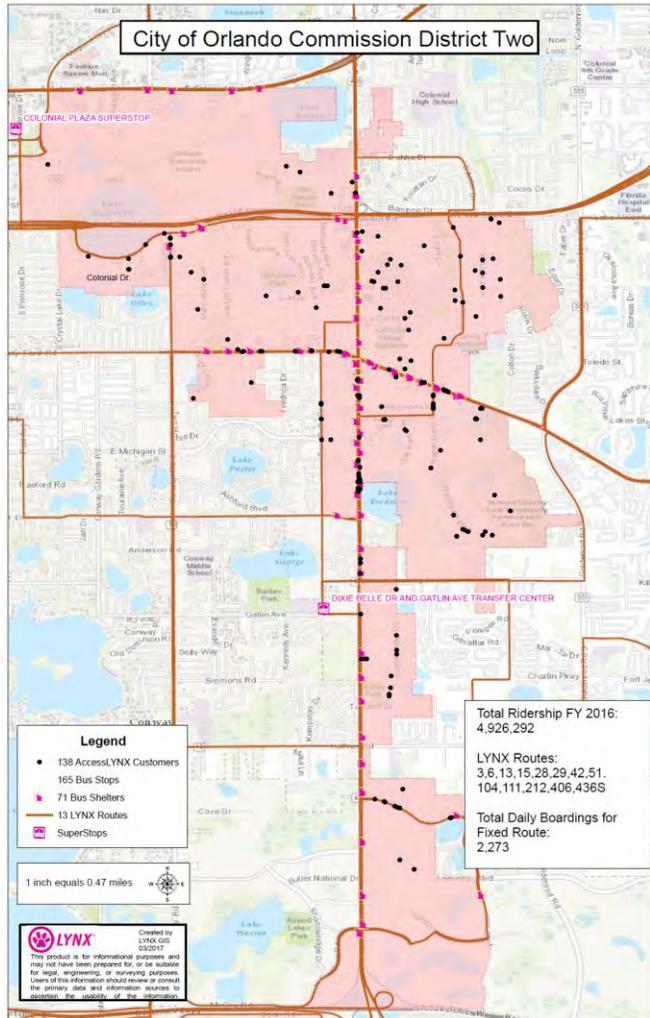
By: _____

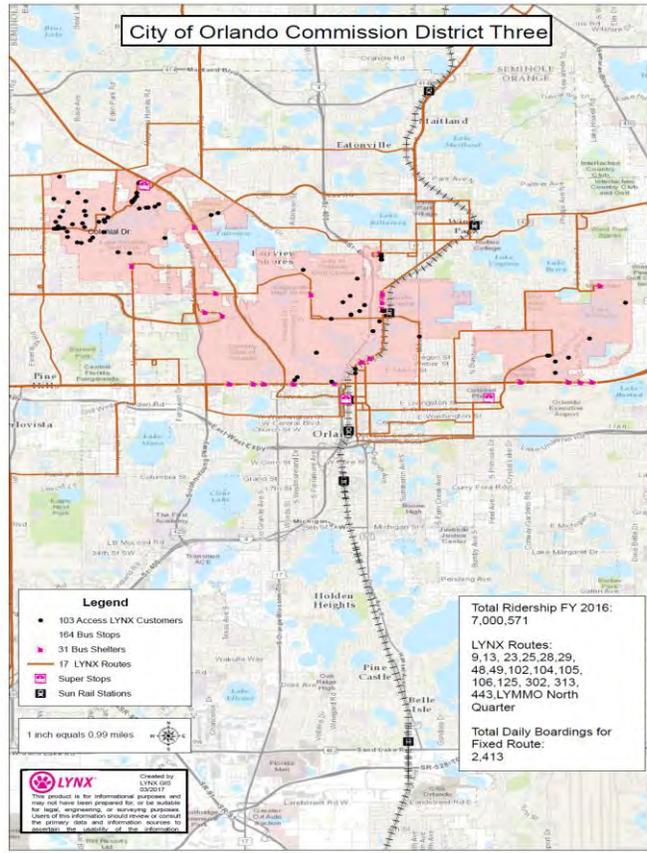
Patrick T. Christiansen, Esq.

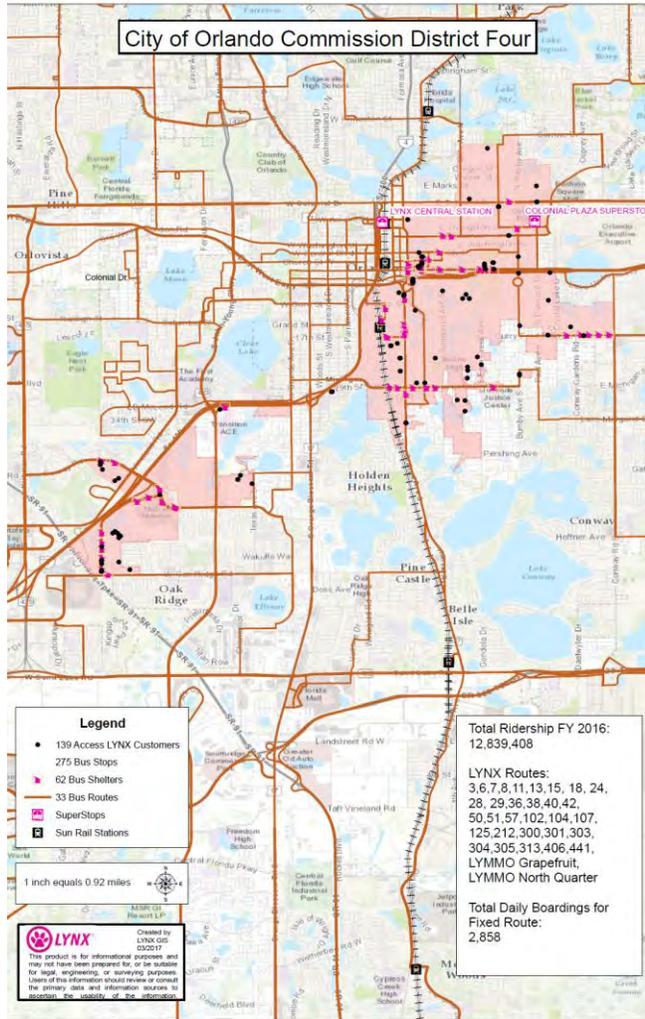
Exhibit "A"

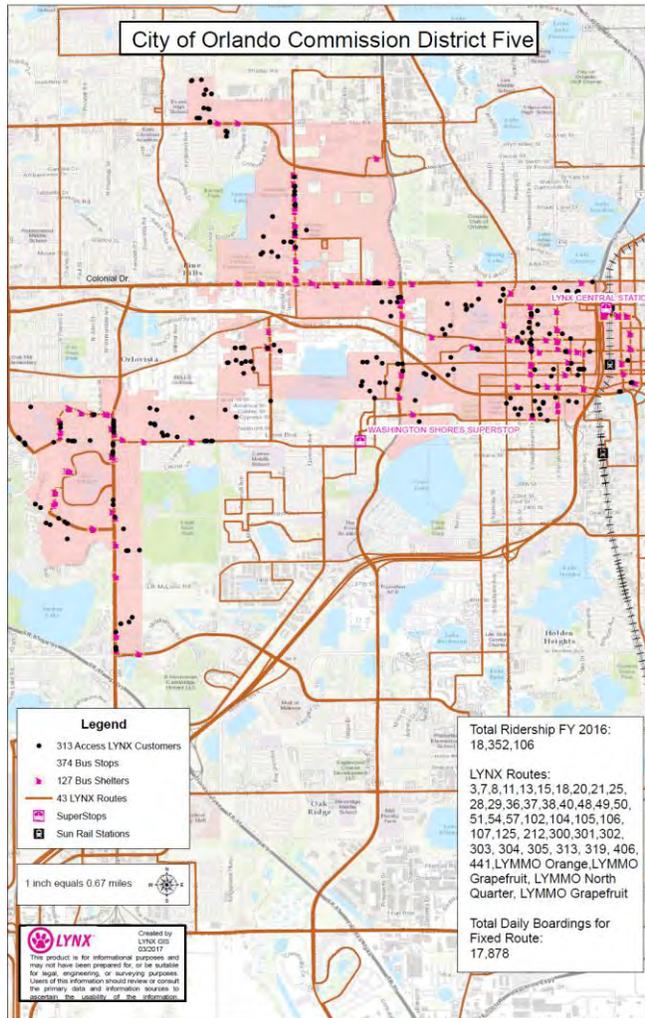
DESCRIPTION OF SERVICE AREA

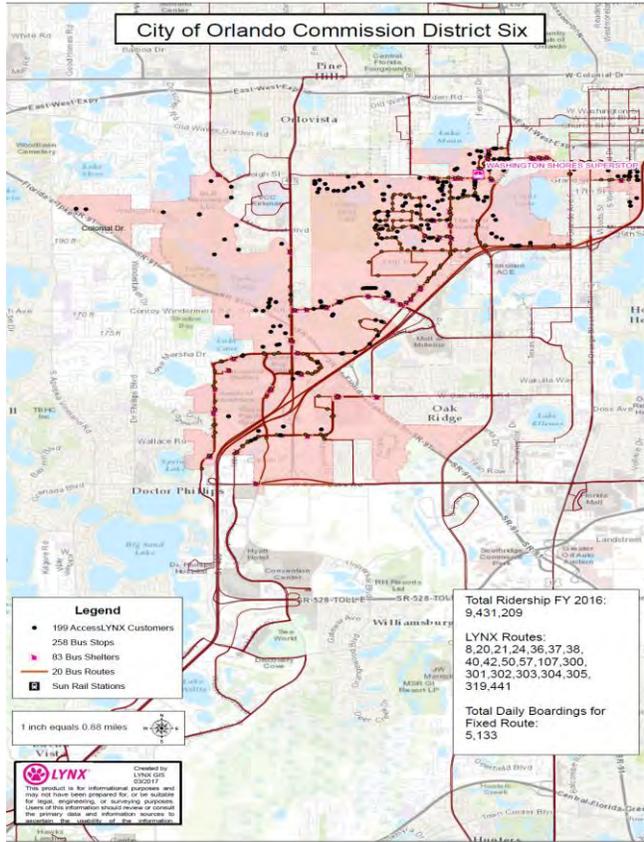












ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate four million ninety-nine thousand two hundred fifty nine dollars and zero cents (\$4,099,259) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within the City of Orlando in accordance with this Agreement and to be allocated as follows:

i. The base operating expenditures funding of \$4,099,259 shall be for fixed route bus service, the FastLink 406, and other agreed upon services.

26. The LYMMO services will be invoiced in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

27. The SR 436 corridor study in the amount of \$300,478 is set forth in a separate interlocal agreement between the City of Orlando and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

SERVICE FUNDING AGREEMENT
by and between
OSCEOLA COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 10, 2016 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2017; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2018, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Osceola County

For the use and reliance of Osceola County
only. Approved as to form and legal
sufficiency.

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2017 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

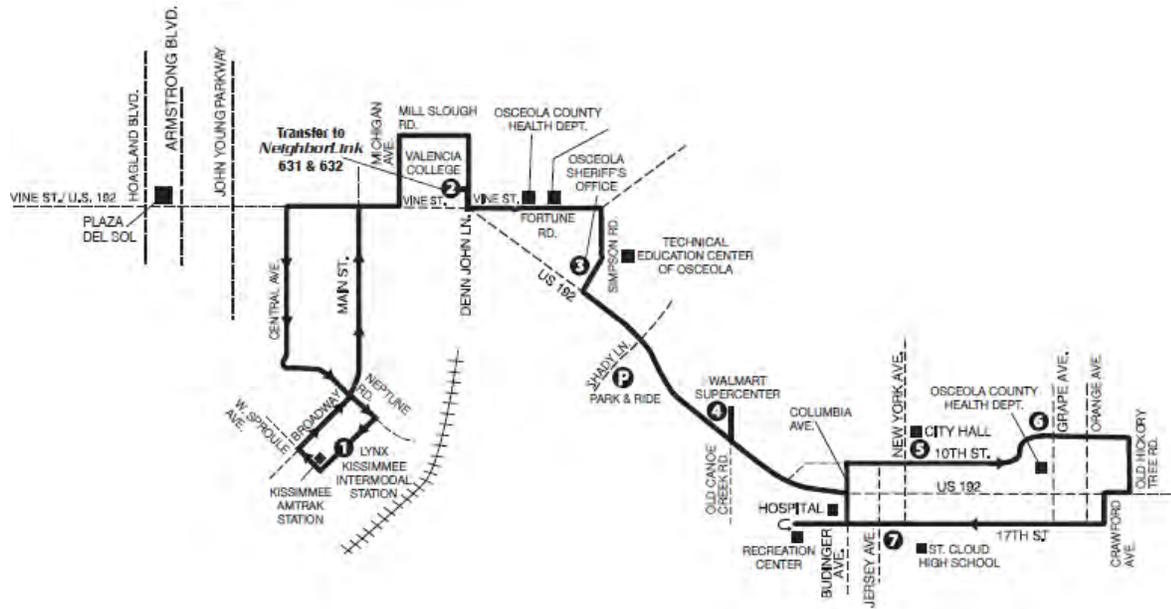
Link 108 South US 441/Kissimmee

Serving: Florida Mall Superstop, Gatorland Zoo, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station



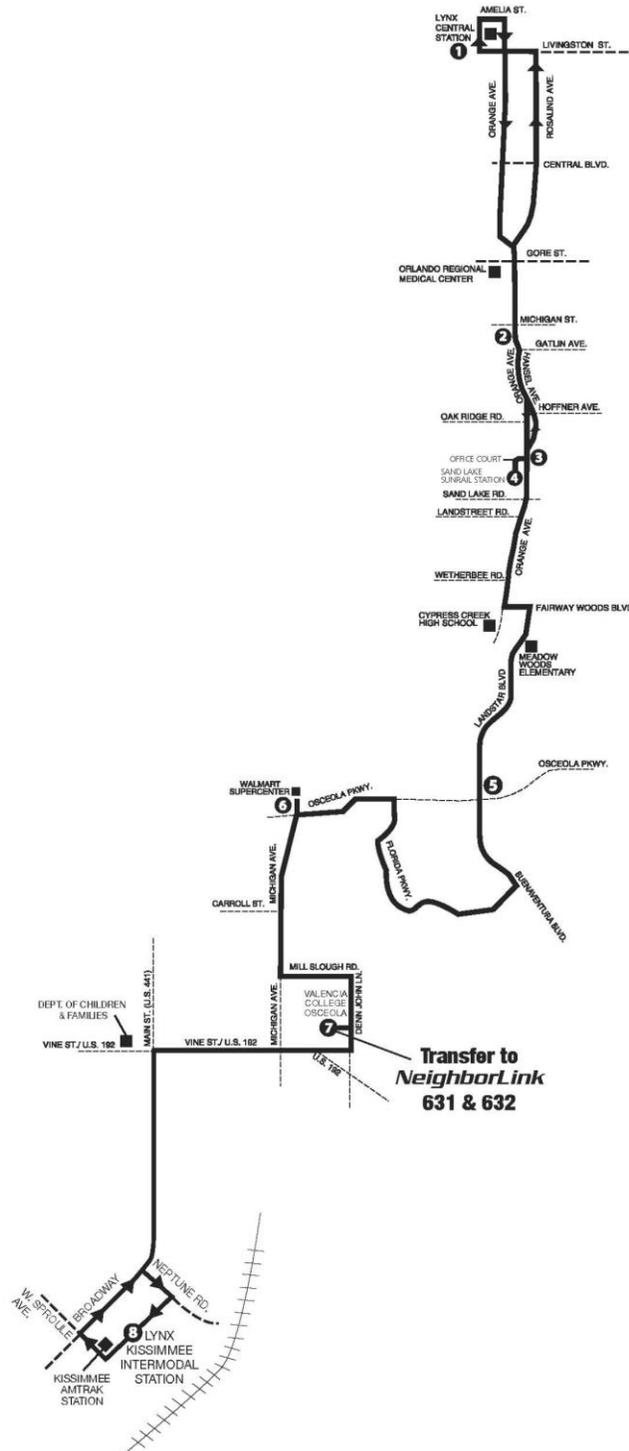
Link 10 E. US 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, NeighborLink 631 and NeighborLink 632.



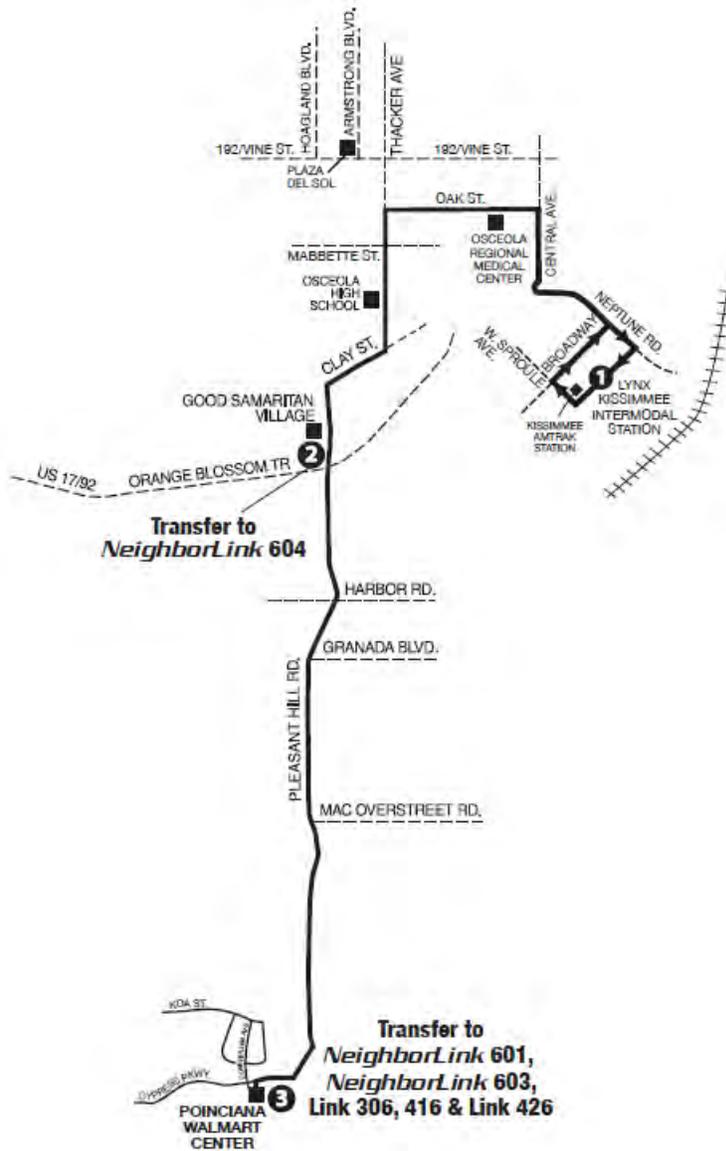
Link 18 S. Orange Ave. /Kissimmee

Serving: LYNX Central Station, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, NeighborLink 631, NeighborLink 632, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208



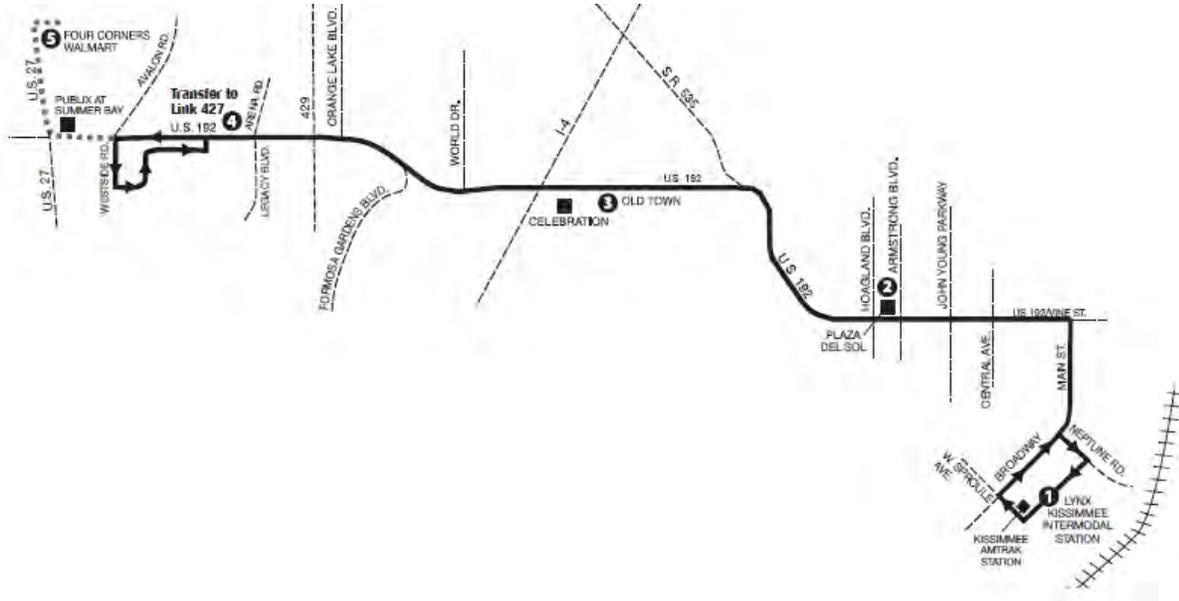
Link 26 Pleasant Hill Road/Poinciana

Serving: LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana



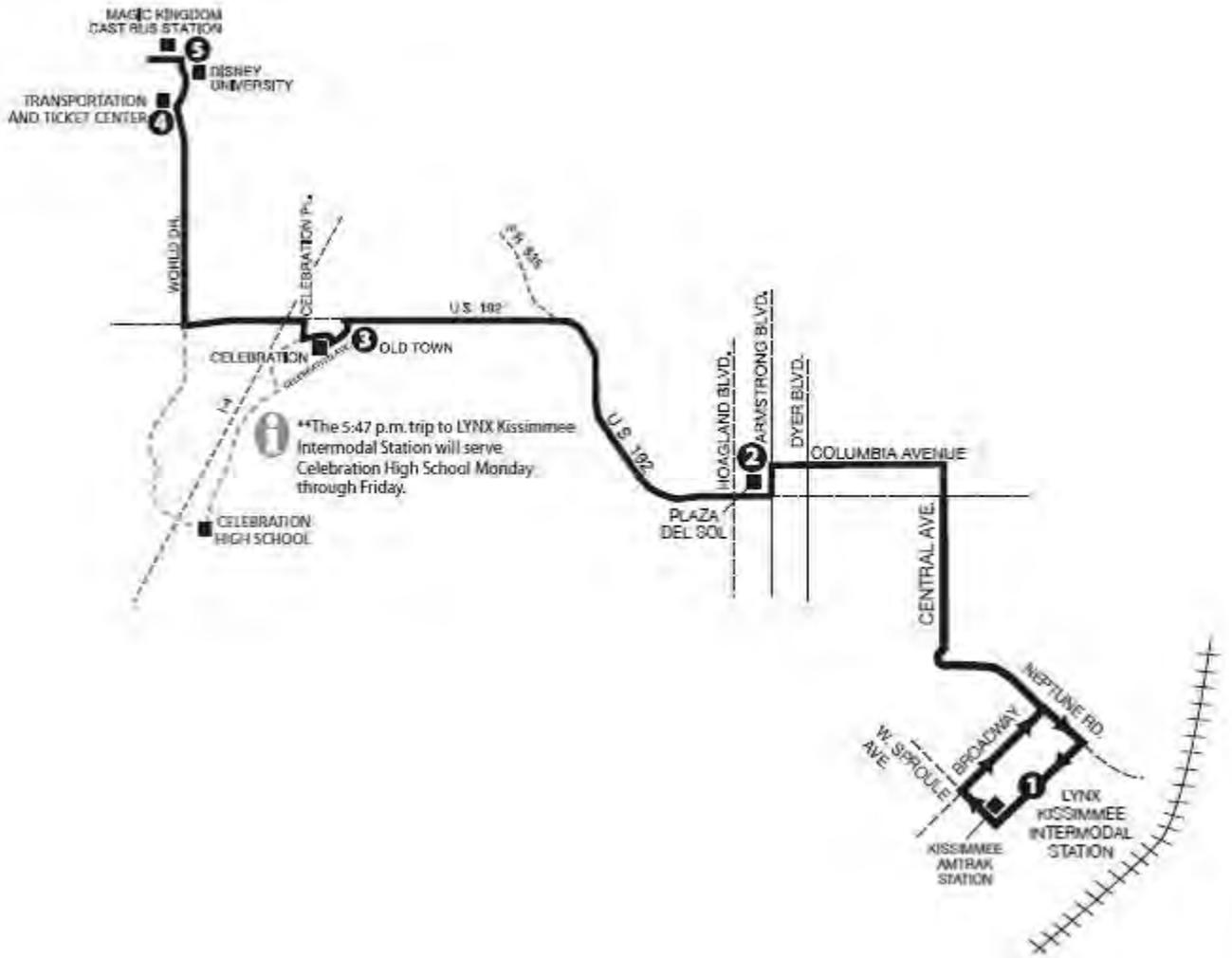
Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Old Town, Celebration, Orange Lake, Four Corners Walmart, and Plaza Del Sol



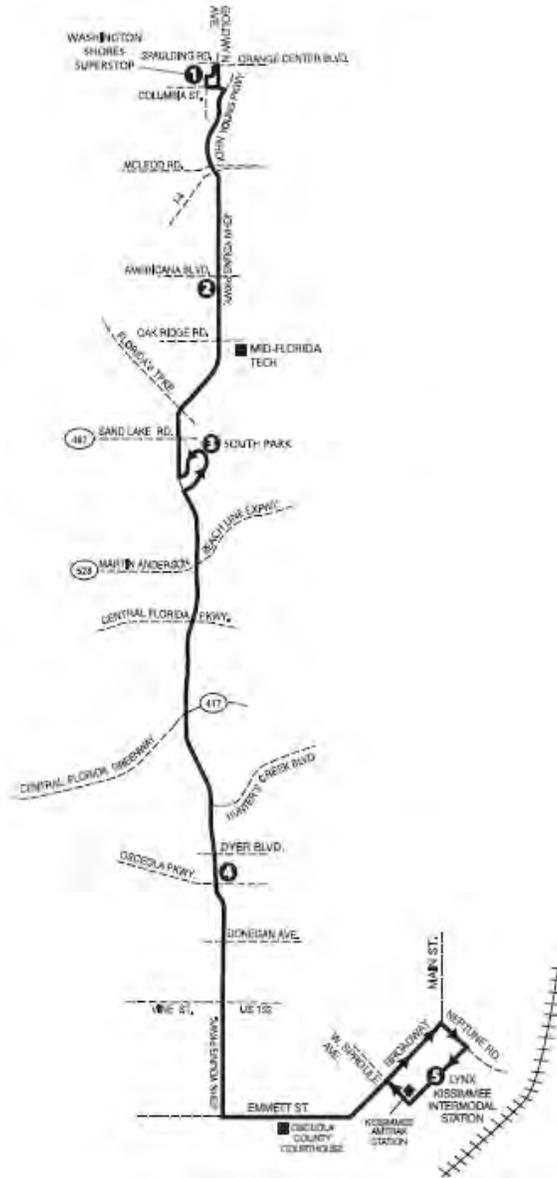
Link 56 w. US 192/ Magic Kingdom

Serving: Plaza Del Sol, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, and LYNX Kissimmee Intermodal Station



Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Mid Florida Tech, South Park Walmart, Hunter's Creek, LYNX Kissimmee Intermodal Station, and Osceola County Courthouse



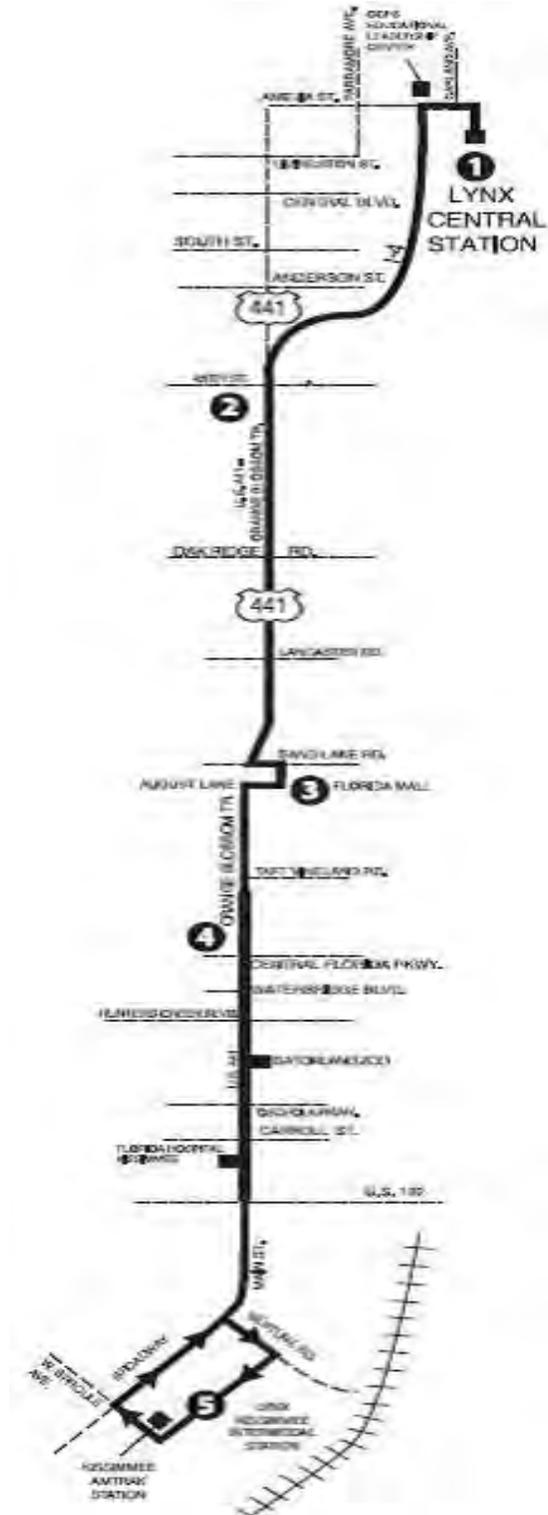
Link 426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



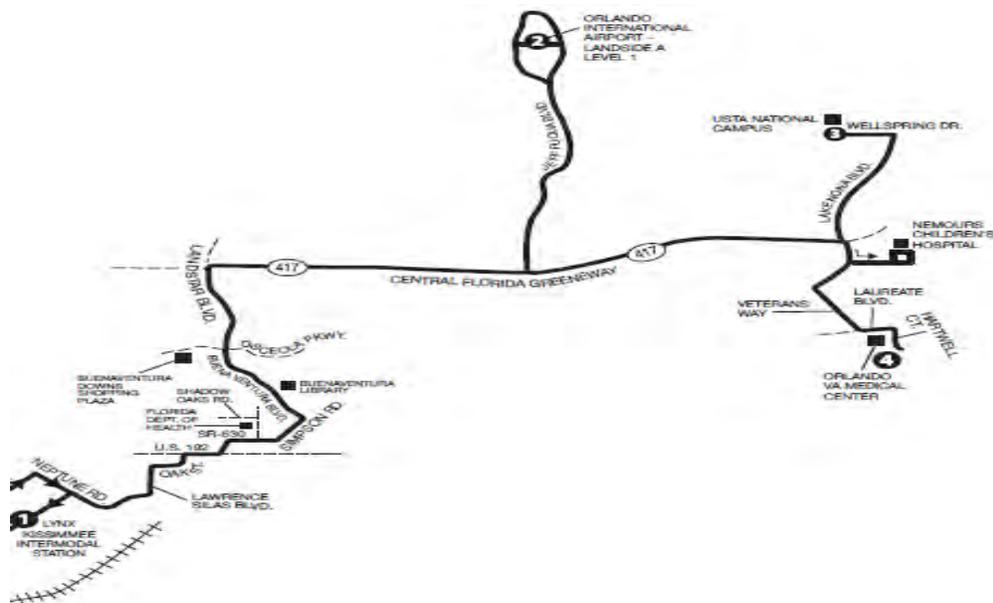
FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OBT & Lancaster., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station



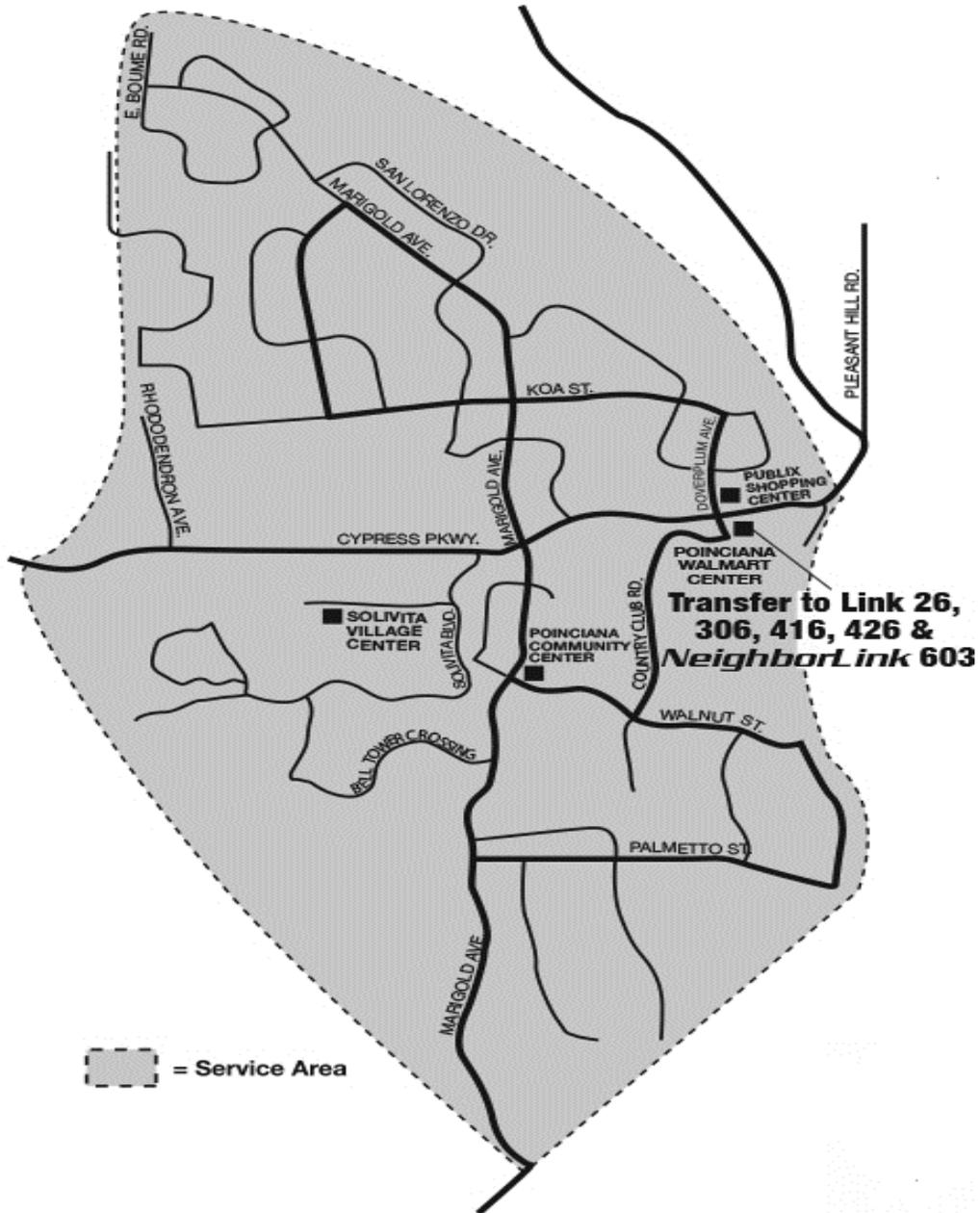
FastLink 407 Kissimmee/Medical City/Orlando International Airport

Serving: Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventura Downs, Buenaventura Library, Florida Dept. of Health, USTA National Campus, Nemours Children's Hospital, and Orlando VA Medical Center



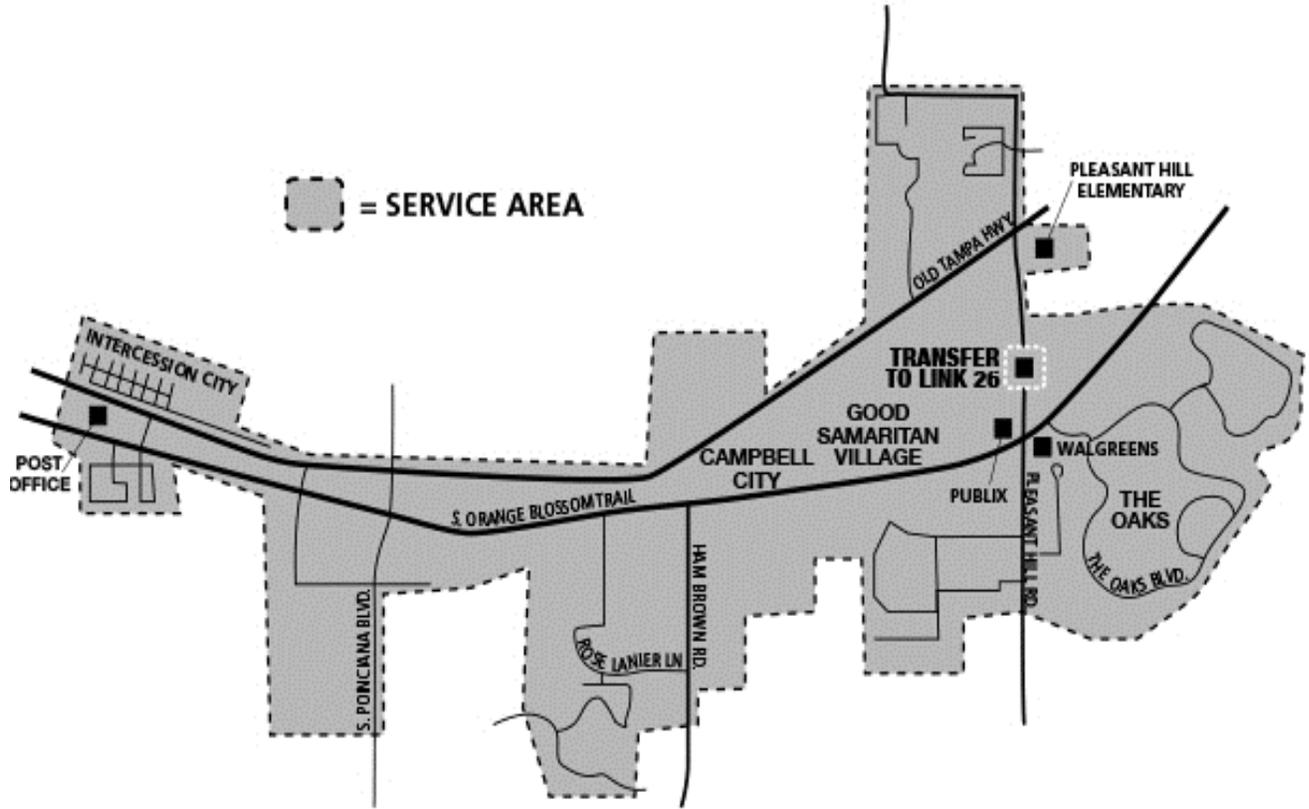
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



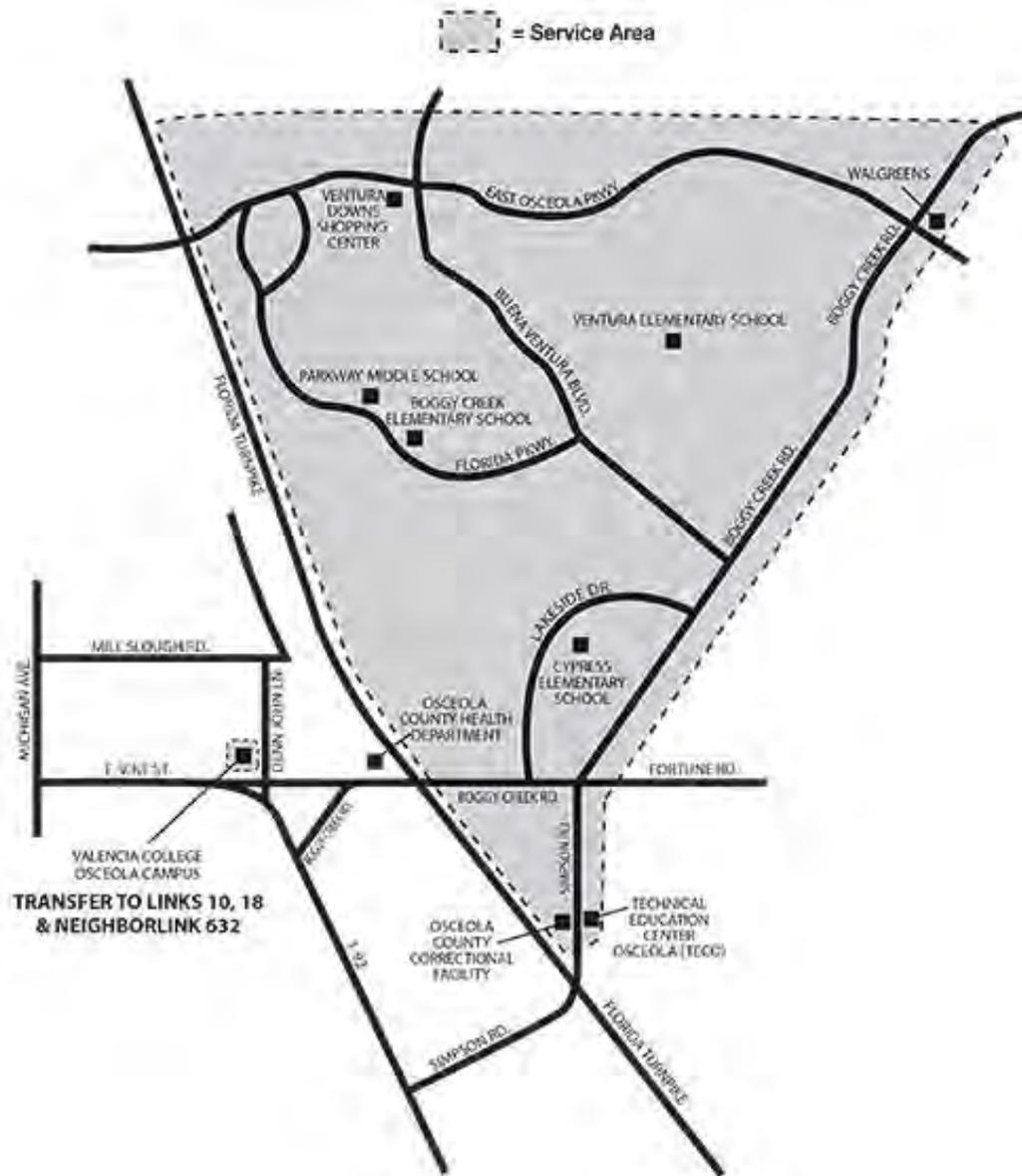
NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



NeighborLink 631 Buena Ventura Lakes

Serving: Osceola County Correctional Facility, Technical Education Center Osceola, Valencia College Osceola Campus, Link 10, Link 18, and NeighborLink 632



NeighborLink 632 North Kissimmee

Serving: Florida Hospital Kissimmee, LYNX Kissimmee Intermodal Station, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Links 10,18,26,55,56,57,and 108, FastLink 441, NeighborLink 631, and Xpress Link 208



Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 7,368,639**

Exhibit B - Osceola County Transit Service Costs For FY2017	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 10	
Link 10 improvements April 2017	
Link 18	
Link 26	
Link 26 improvements April 2017	
Link 426	
Link 55	
Link 56	
FastLink 441	
Link 57	
Link 108	
FastLink 407	
Subtotal:	
<i>NeighborLink (NL) Operating Costs</i>	
NL 601	
NL 604	
NL 631	
NL 632	
Subtotal:	
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	
Medicaid	
Transportation Disadvantage (TD) Funding	
Subtotal:	
\$2 Capital Contribution	
Subtotal:	
Total FY2018 Preliminary Funding Request	

Less: One-time Use of Reserves	
Funding Requested from County	

Funding Requested from County October 2017 – September 2018	\$ 7,368,639
FY2018 Billing Schedule:	
October 2017	\$ 614,053
November 2017	\$ 614,053
December 2017	\$ 614,053
January 2018	\$ 614,053
February 2018	\$ 614,053
March 2018	\$ 614,053
April 2018	\$ 614,053
May 2018	\$ 614,053
June 2018	\$ 614,053
July 2018	\$ 614,053
August 2018	\$ 614,053
September 2018	\$ 614,056
Annual Funding Request from County	\$ 7,368,639

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate seven million three hundred sixty-eight thousand six hundred thirty-nine dollars and zero cents (\$7,368,639) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within Osceola County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$7,368,639 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) FastLink 407; and
- (v) FastLink 441.

26. Service Area means generally unincorporated Osceola County, but may include, on a case-by-case basis, municipalities within Osceola County.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

BUS SERVICE AGREEMENT

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

**REEDY CREEK IMPROVEMENT DISTRICT
(RCID)**

relating to the
providing of bus service in the Reedy Creek Improvement District Service Area

October 17, 2017

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

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3.	TERM.....	3
4.	SCHEDULE OF BUS SERVICE.....	3
5.	PAYMENT FOR BUS SERVICE.....	3
6.	SECURITY DEPOSIT.....	3
7.	ACCESS OVER PUBLIC AND PRIVATE PROPERTY.....	3
8.	ADVERTISING.....	4
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Schedule of Exhibits and Appendices

- Exhibit "A" – Sketch of Reedy Creek Improvement District Service Area
- Exhibit "B" – Description of Service and Bus Routes
- Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October, 2017, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

REEDY CREEK IMPROVEMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**RCID**").

RCID and LYNX shall sometimes be referred to collectively as the "**Parties**".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, RCID is the governmental authority having jurisdiction over the lands of the Reedy Creek Improvement District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, RCID has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "B"** and as graphically depicted on **Appendix 1** thereof, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

1. **DEFINITIONS**. For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "B" .
<u>Contributions</u>	shall mean, the RCID Contributions.
<u>Commuter Rail Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<u>RCID</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>RCID Contributions</u>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$297,115 to be paid on the dates set forth.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Matching Contributions</u>	shall mean any matching grants or matching contributions, if any, that LYNX may obtain from time to time based upon the RCID Contributions as set forth and described in paragraph 7 below.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route, or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "B" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

(b) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

(c) The changing transportation needs of RCID to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2018 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of RCID paying to LYNX the sum of Two Hundred Ninety Seven Thousand One Hundred Fifteen Dollars (\$297,115) payable in two payments of One Hundred Forty-Eight Thousand Five Hundred Fifty-Eight Dollars (\$148,558) upon the effective date of Agreement and One Hundred Forty-Eight Thousand Five Hundred Fifty-Seven Dollars (\$148,557) on or before September 30, 2018. No additional fees shall be due from RCID for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of RCID under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by a governmental unit and for the purposes of this Agreement only, said roads will be deemed to be "public". Other roads would be deemed to be "private" such as, for example, roads behind gates, etc. and these areas would be on roads

not owned and operated by any such governmental unit. If and to the extent the Bus Route at any time extends over any private property not owned by RCID in the Service Area, RCID shall obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. In regard to any roads deemed to be “private”, such consent may be revoked by RCID in its sole and absolute discretion upon twenty-four (24) hours’ notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Reedy Creek Improvement District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

(b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **BOND.** RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and RCID under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of

mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Edward L. Johnson
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6017
Telecopy: (407) 254-6137

with a copy to: Blanche W. Sherman
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6100
Telecopy: (407) 254-6138

As to RCID: Ann Blakeslee
Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Post Office Box 10170
Lake Buena Vista, Florida 32830
Telephone: (407) 828-3548
Telecopy: (407) 934-6200

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control

including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence**. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

(d) **Legal Obligations**. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver**. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service**. The RCID monies to be paid by RCID to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

(g) **No Oral Modification**. The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability**. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(j) **Adjustment of Bus Routes**. The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Default/Notice/Procedure to Resolve Disputes**. The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this

Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, RCID is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if RCID should fail to pay the requisite RCID Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(l) **Service Within and Outside the Service Area**. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit “B”**. Thus, the Contributions may be used for all of said Bus Service.

16. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT**. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

**THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward L. Johnson

Chief Executive Officer

Approved as to Form and Content, and for
reliance only by LYNX and no other person.

Dated: _____, 2017

Akerman LLP, counsel for LYNX

By: _____
Patrick T. Christiansen

REEDY CREEK IMPROVEMENT DISTRICT

By: _____
John H. Classe, Jr.

District Administrator
(Print Title of Person Signing)

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area

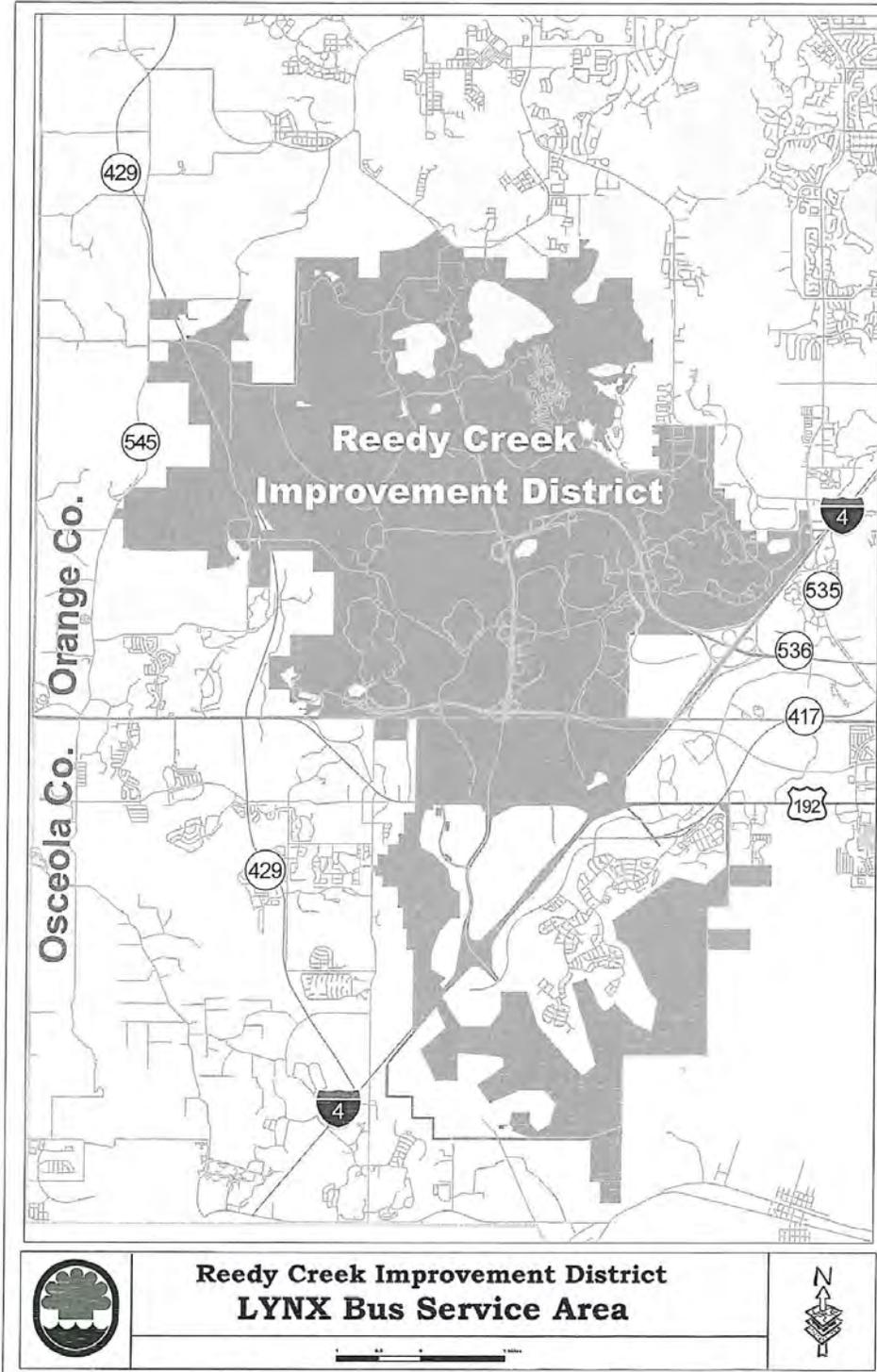


EXHIBIT "B"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective April 30, 2017

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 50: Downtown Orlando/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:35 PM, 11:05 PM., 11:35 PM and 12:05 AM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, Downtown Disney West Side Transfer Center, 6800 Sea Harbor Drive and Academic LYNX Central Station
Link 56: Kissimmee/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:30 PM, 10:50 PM and 11:20 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, US 192 & Old town, US 192 & SR 535, Osceola Square Moll, Kissimmee Intermodal Facility
Link 306: Poinciana/Hilton Bonnet Creek Resort	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:15 AM to 7:15 AM; Evening from 5:05 PM to 6:05 PM	Poinciana Walmart @ Doverplum Ave, Downtown Disney West Side Transfer Center, Hilton Bonnet Creek Resort

END EXHIBIT "B"

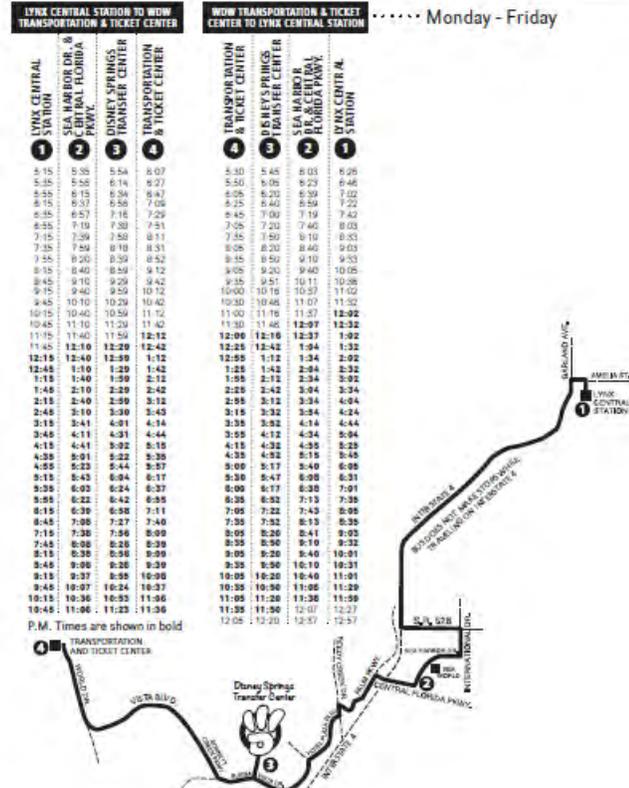
APPENDIX 1
Of Exhibit "B"

Graphical Depictions of Lynx Bus Service Routes

Link 50
Downtown Orlando/Magic Kingdom
Monday-Sunday & Holiday service

- SERVING:**
- LYNX Central Station
 - SeaWorld
 - Disney Springs

Walt Disney World Resort
Transportation and
Ticket Center



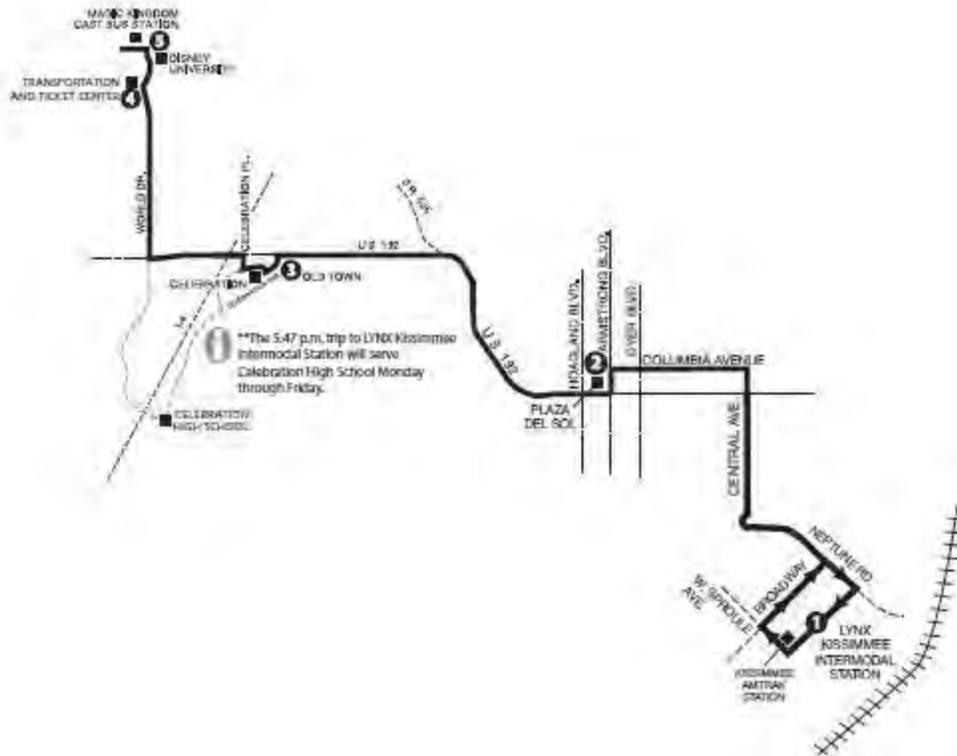
Link 56

W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort Transportation and
- Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal Station



Service Monday-Sunday & Holidays
5:30 AM to 11:00 PM

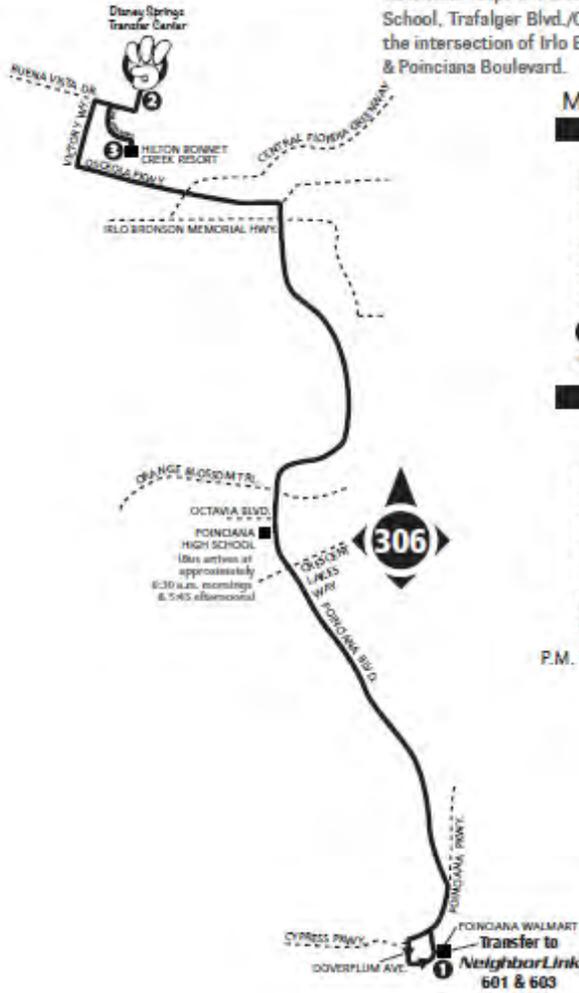
Frequency 30 minutes

Link 306

Disney Direct
Monday-Sunday & Holiday
service

- SERVING:
- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601
- NeighborLink 603
- Poinciana Walmart

Additional stops are located at Poinciana High School, Trafalger Blvd./Crescent Lakes Way and the intersection of Irlo Bronson Memorial Highway & Poinciana Boulevard.



Monday - Friday

TO DISNEY

1	2	3
P O I N C I A N A W A L M A R T	D I S N E Y S P R I N G S T R A N S F E R C T R .	H I L T O N B O N N E T C R E E K R E S O R T
6:15	7:00-7:05	7:13

TO POINCIANA

3	2	1
H I L T O N B O N N E T C R E E K R E S O R T	D I S N E Y S P R I N G S T R A N S F E R C T R .	P O I N C I A N A W A L M A R T
6:07	6:16-6:20	6:07

P.M. Times are shown in bold

END APPENDIX 1

SERVICE FUNDING AGREEMENT
by and between
CITY OF SANFORD, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 300 n. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 21, 2016 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2017; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, Florida 32772
Attn: Norton N. Bonaparte, Jr., City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2018, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms,

conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

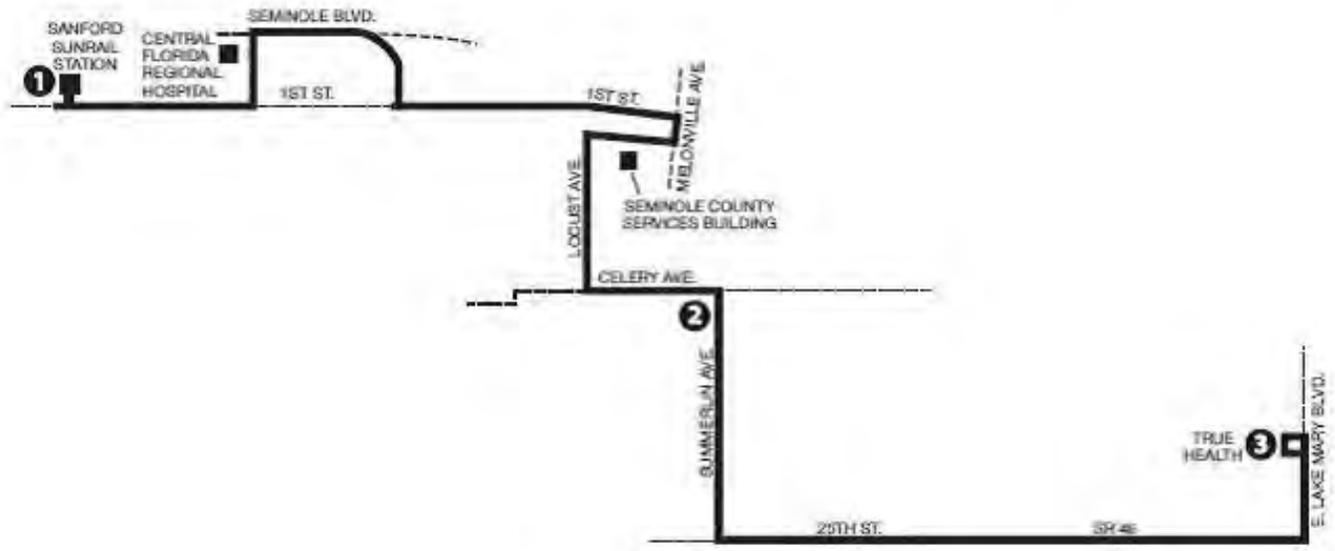
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651

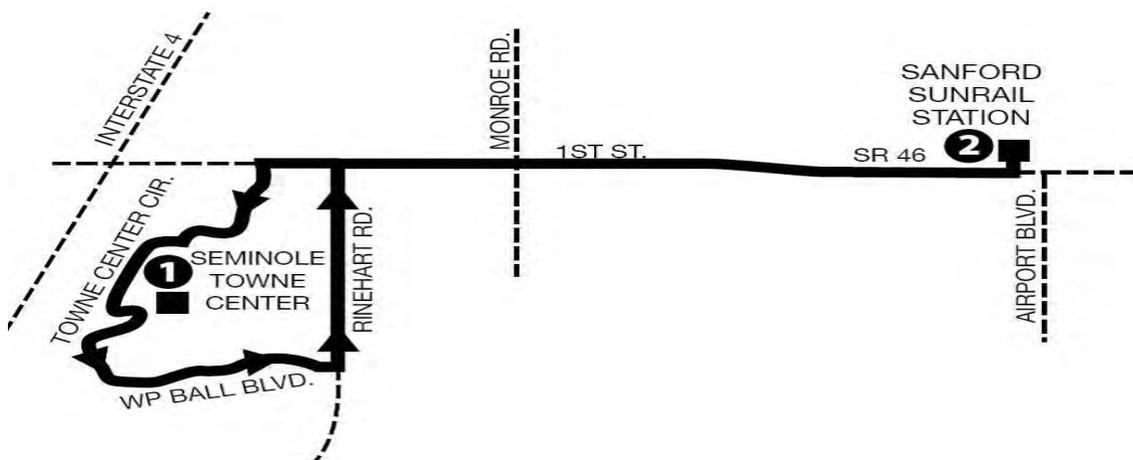


Exhibit “B”

Description of APPROPRIATED AMOUNT

October 2017 through September 2018	\$ 93,000
--	------------------

Exhibit B City of Sanford Transit Service Costs For FY2018	
Total City Transit Service Cost	\$ 93,000

FY2018 Billing Schedule:	
October 2017	\$ 7,750
November 2017	\$ 7,750
December 2017	\$ 7,750
January 2018	\$ 7,750
February 2018	\$ 7,750
March 2018	\$ 7,750
April 2018	\$ 7,750
May 2018	\$ 7,750
June 2018	\$ 7,750
July 2018	\$ 7,750
August 2018	\$ 7,750
September 2018	\$ 7,750
Annual Funding Request from City	\$ 93,000

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within the City of Sanford in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

SERVICE FUNDING AGREEMENT
by and between
SEMINOLE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford, Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 16, 2016 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2016 to September 30, 2017 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2017; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2017 and ending on September 30, 2018.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2017 and ending the following September 30, 2018.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Administration.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2018 and ending the following September 30, 2019.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2017 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2018 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Resource Management and Development Services Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Nicole Guillet, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Development Services Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Resource Management Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Edward L. Johnson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

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21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

By: _____

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of County
Commissioners of Seminole
County, Florida

By: _____

John Horan, Chairman

For the use and reliance of Seminole
County only.

Date: _____

Approved as to form and legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
2017 regular meeting.

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

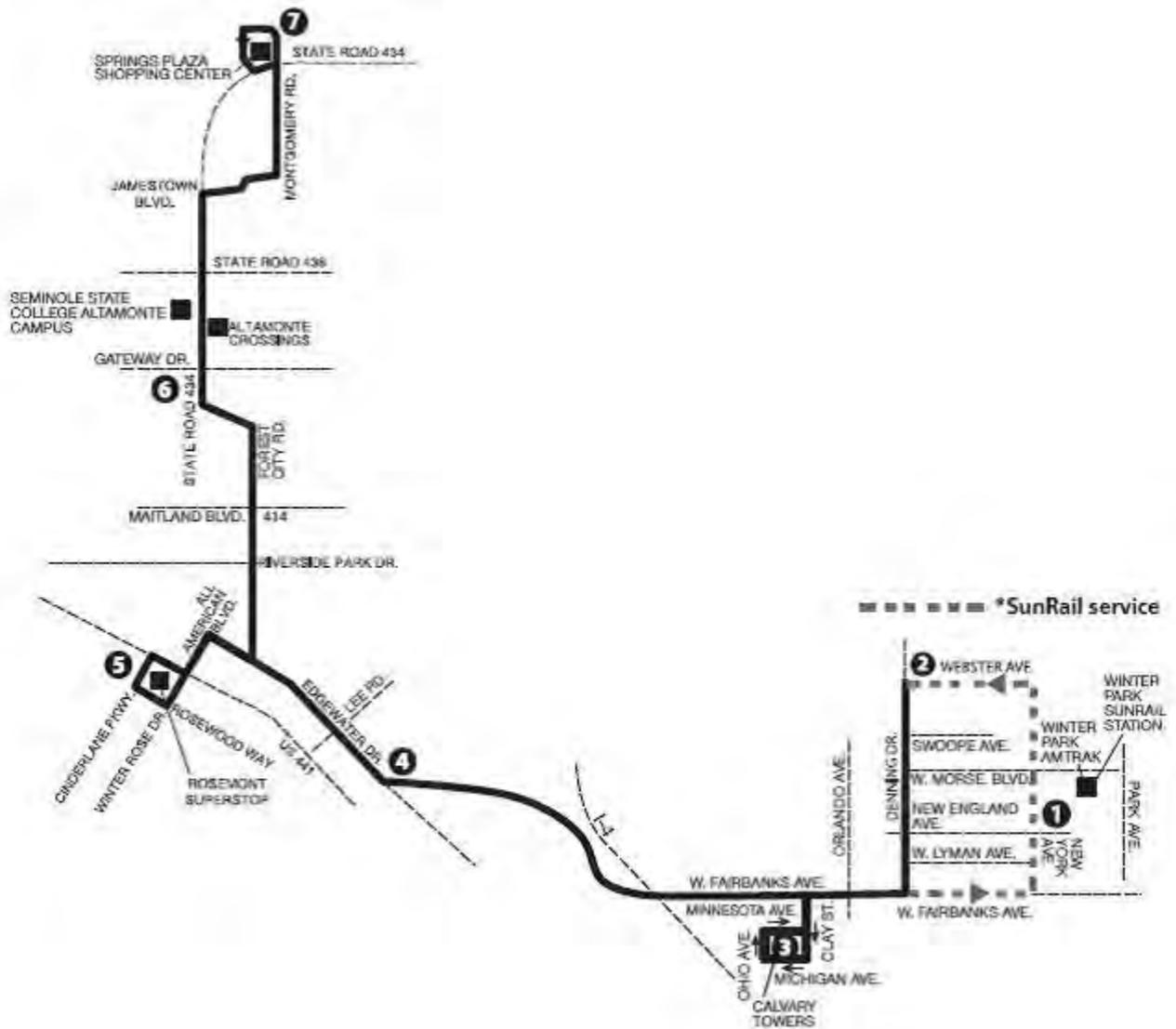
AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

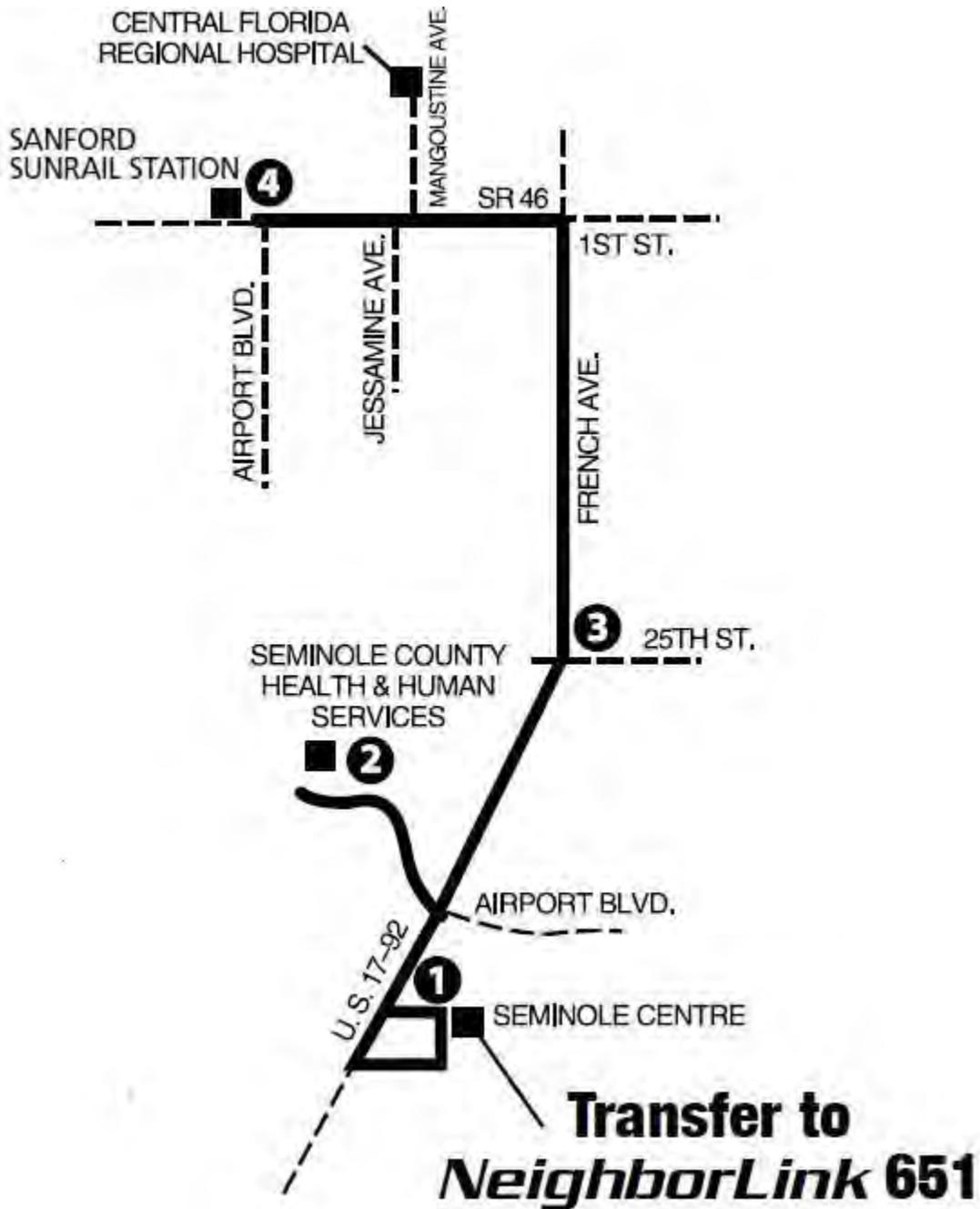
LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers



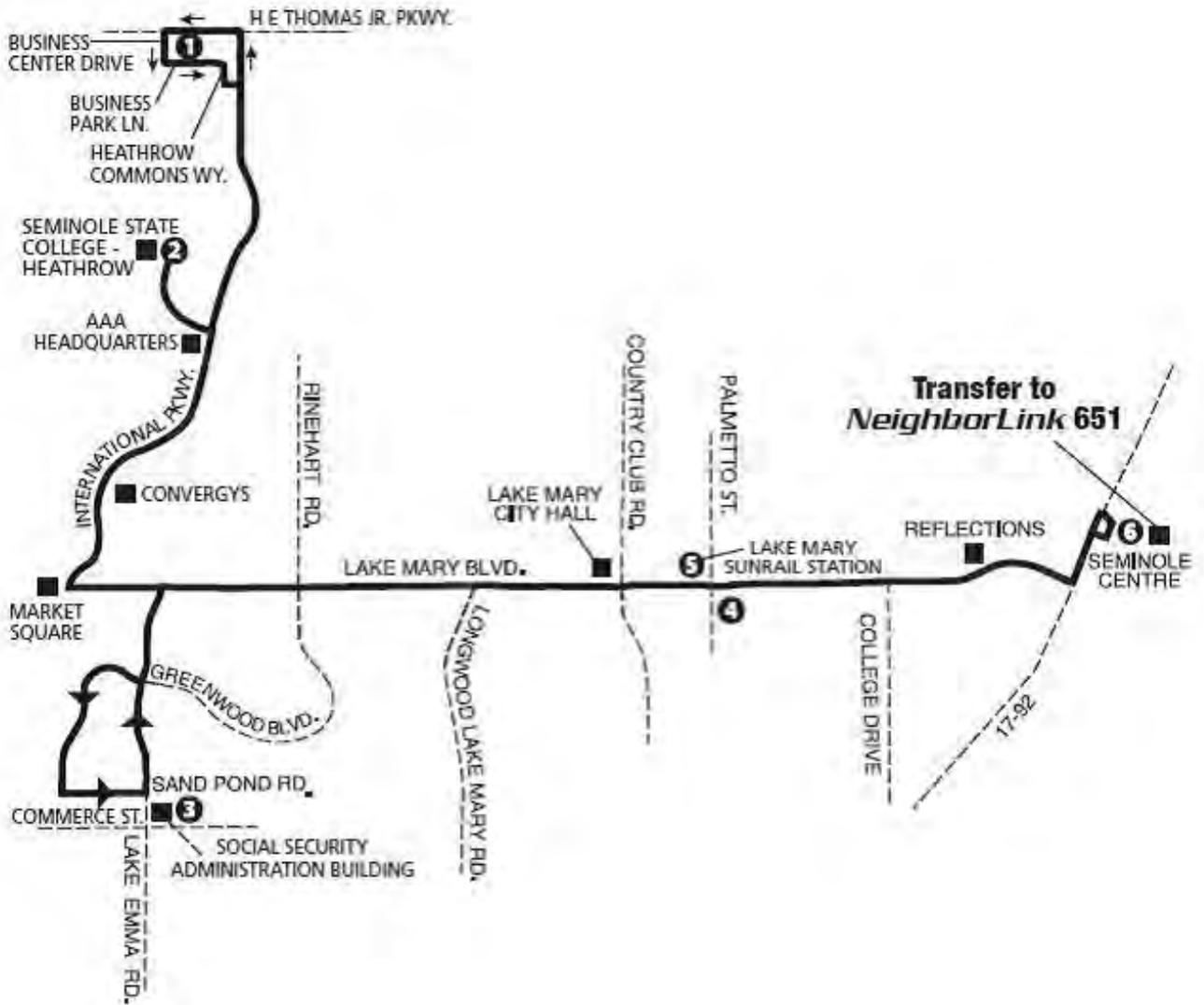
LINK 34 Sanford

Serving: Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651



LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College - Heathrow, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651



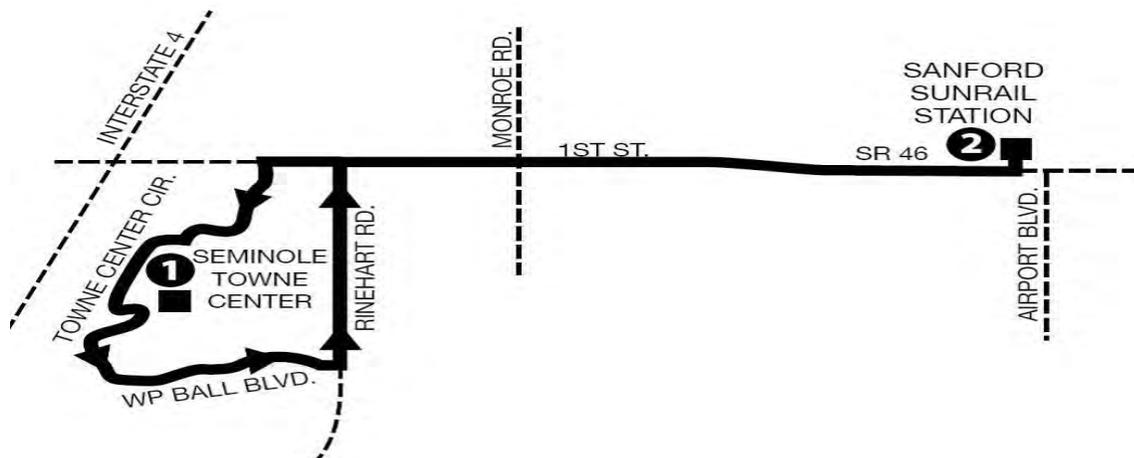
LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and Neighborlink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651



LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



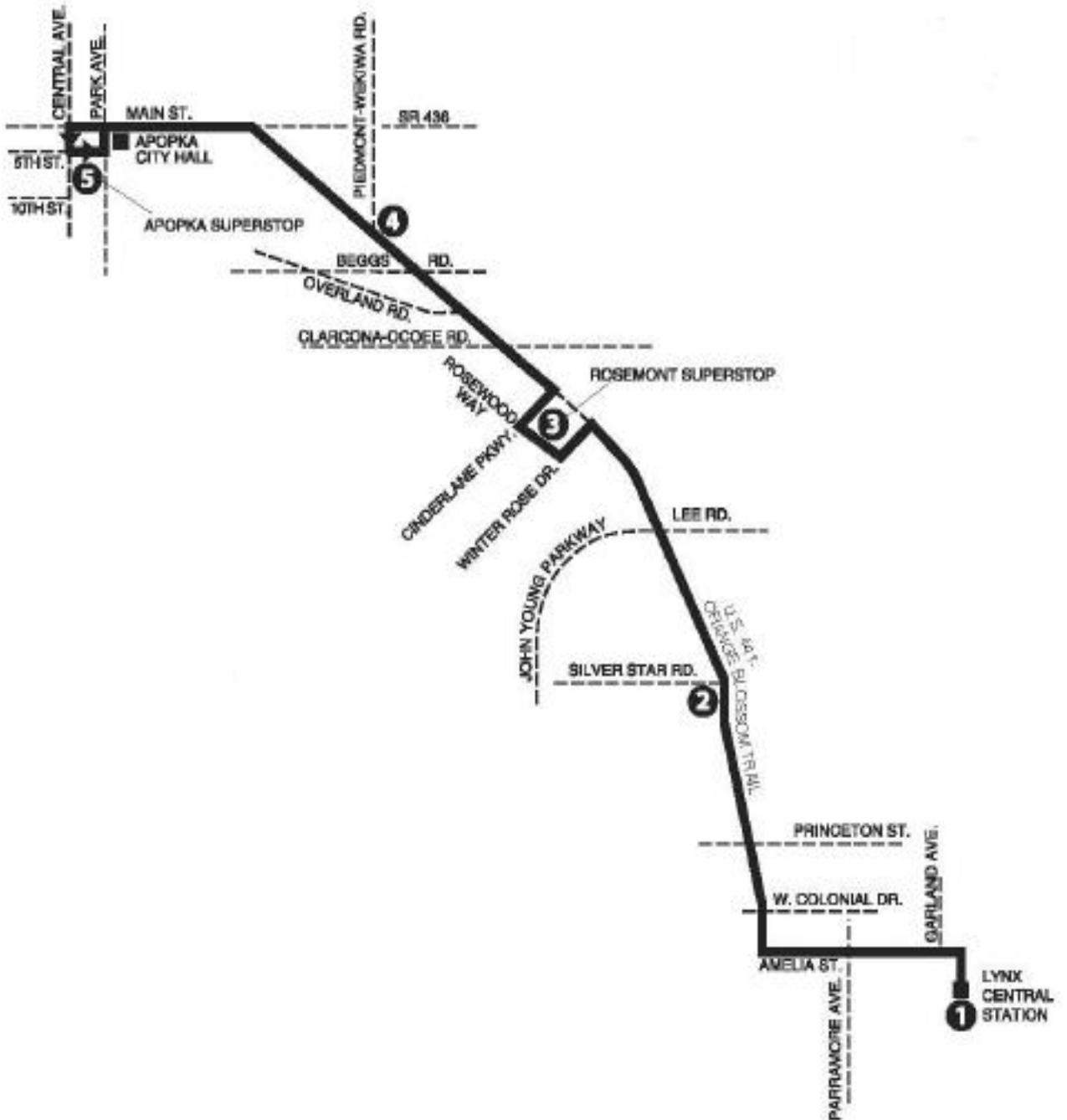
LINK 103 North 17-92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College, and NeighborLink 651



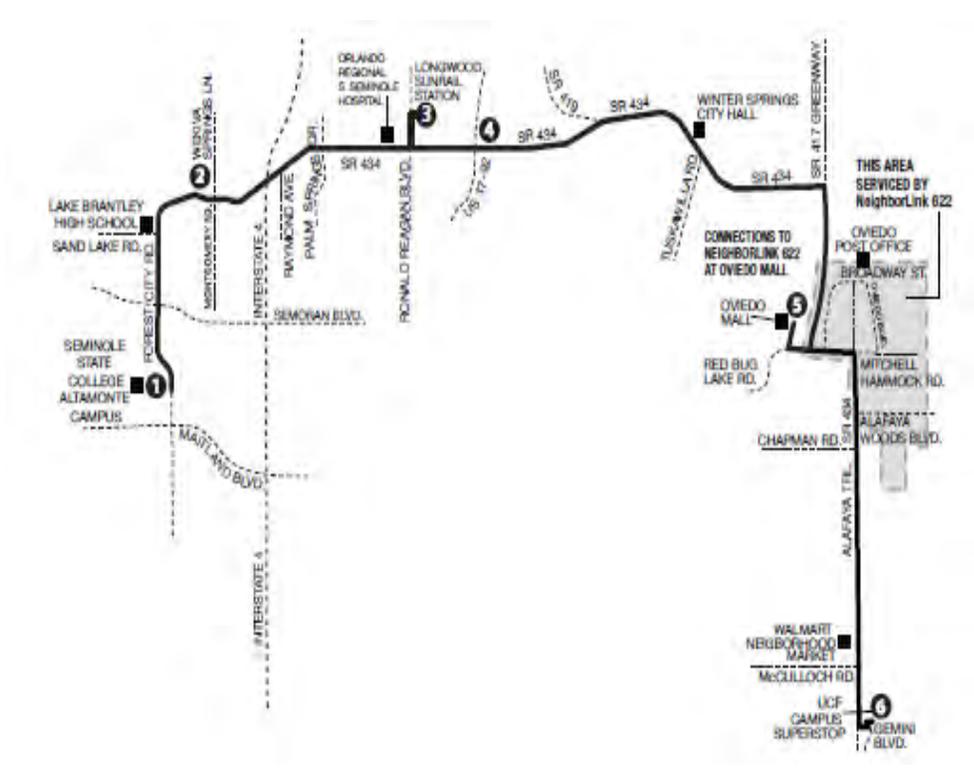
LINK 106 N. US 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, Lockhart, and Apopka SuperStop



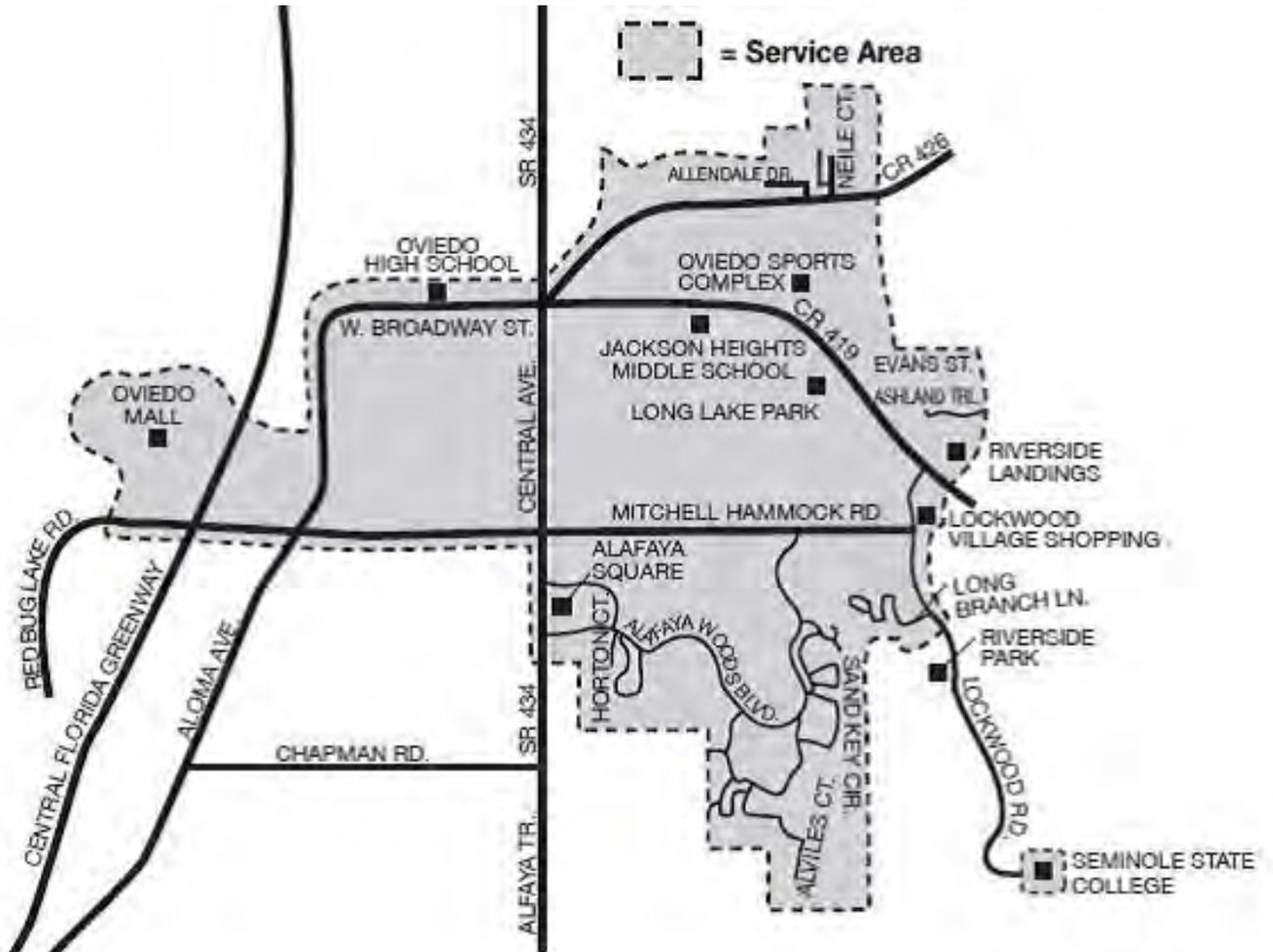
Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 651 Goldsboro

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd., Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Link 34, Link 45, Link 46E, Link 46W, and Link 103

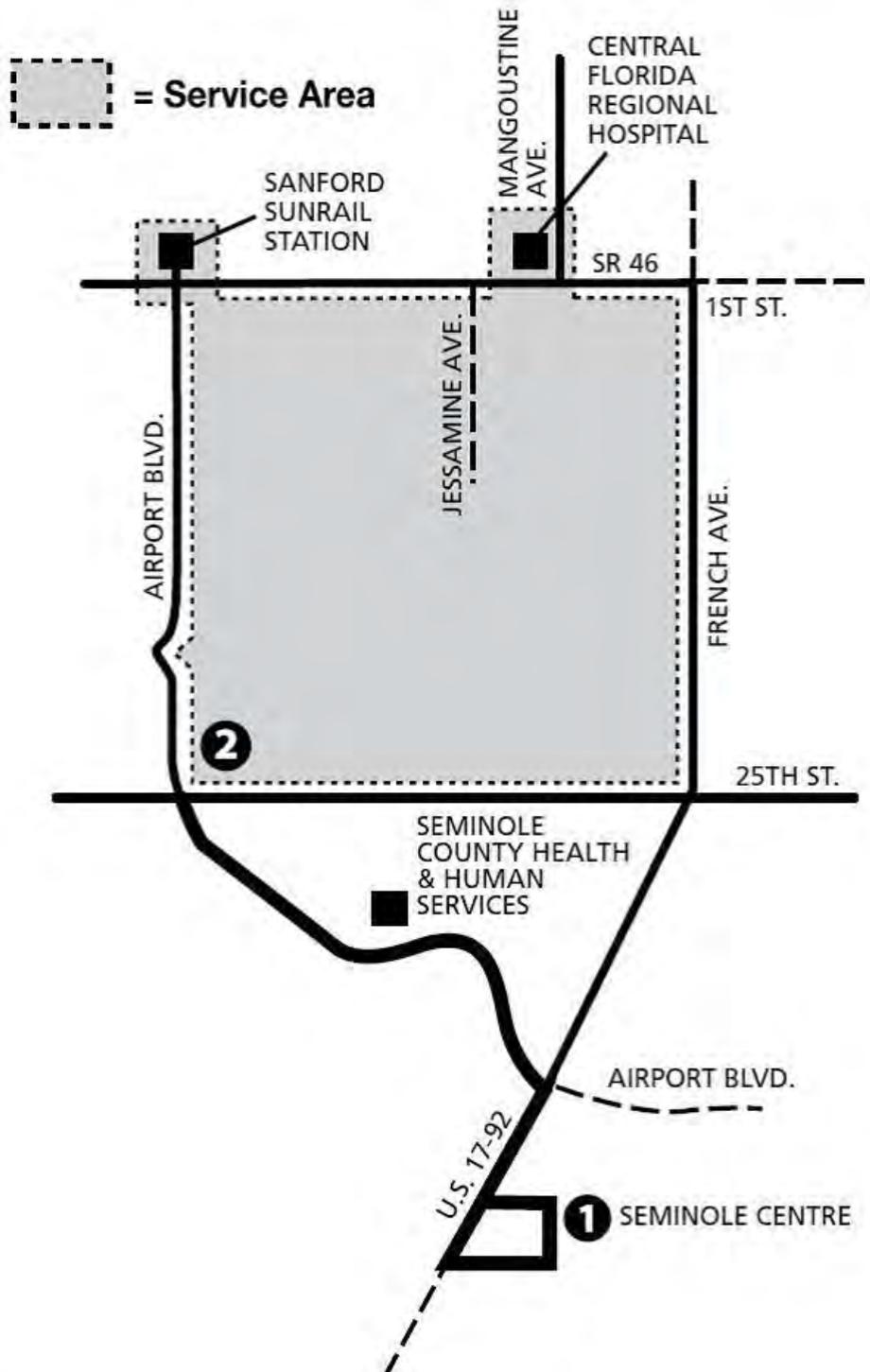


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 7,152,963
---------------------------	--------------

Exhibit A - Seminole County Transit Service Costs For FY2018	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	
Link 23	
Link 34	
Link 45	
Link 46 E	
Link 46 W	
Link 102	
Link 103	
Link 106	
Link 434 to Oviedo Market	
Link 436 N	
Link 436 S	
Subtotal:	
<i>NeighborLink (NL) Services Costs:</i>	
NL 622	
NL 651	
Subtotal:	
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	
Transportation Disadvantage (TD) Funding	
Subtotal:	
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	
Subtotal:	
Total FY2018 Funding Request	
Less – One-time Use of Reserves	
Funding Requested from County	

<i>City Direct Payments to LYNX</i>	
City of Altamonte Springs	
City of Sanford	
Subtotal:	
Total County Transit Service Cost	

FY2018 Billing Schedule:	
October 2017	\$ 596,080
November 2017	\$ 596,080
December 2017	\$ 596,080
January 2018	\$ 596,080
February 2018	\$ 596,080
March 2018	\$ 596,080
April 2018	\$ 596,080
May 2018	\$ 596,080
June 2018	\$ 596,080
July 2018	\$ 596,081
August 2018	\$ 596,081
September 2018	\$ 596,081
Annual Funding Request from County	\$ 7,152,963

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate seven million one hundred fifty-two thousand nine hundred sixty-three dollars and zero cents (\$7,152,963) to LYNX for fiscal year 2017-2018 for the provision of public transportation services within Seminole County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$7,152,963 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

26. Service Area means generally unincorporated Seminole County, but may include, on a case-by-case basis, municipalities within Seminole County, other than the City of Altamonte Springs and the City of Sanford.

27. The SR 436 corridor study in the amount of \$307,807 is set forth in a separate interlocal agreement between Seminole County and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2018 Local Funding Partners				
	FY2018 Funding Model Amount	Prepays/ Service Changes	State Road 436 Corridor Study	FY2018 Funding Agreement
Operating Funding				
Orange County	\$ 43,266,413	\$ -	\$ (124,589)	\$ 43,141,824
Osceola County	7,130,935	-	-	7,130,935
Seminole County	7,249,404	-	(307,807)	6,941,597
City of Orlando	4,399,737	-	(300,478)	4,099,259
City of Orlando - LYMMO	2,607,482	-	-	2,607,482
Subtotal	\$ 64,653,971	\$ -	\$ (732,874)	\$ 63,921,097
VA Route Link 406	\$ 229,452	\$ -	\$ -	\$ 229,452
Altamonte Springs	120,900	-	-	120,900
Sanford	93,000	-	-	93,000
Lake County	248,854	-	-	248,854
Reedy Creek	297,115	-	-	297,115
Subtotal	\$ 989,321	\$ -	\$ -	\$ 989,321
Subtotal Operating Funding	\$ 65,643,292	\$ -	\$ (732,874)	\$ 64,910,418
Capital Contributions				
Orange County	\$ 1,738,768	\$ -	\$ -	1,738,768
Osceola County	237,704	-	-	237,704
Seminole County	211,366	-	-	211,366
Subtotal	\$ 2,187,838	\$ -	\$ -	\$ 2,187,838
Total Local Funds	\$ 67,831,130	\$ -	\$ (732,874)	\$ 67,098,256
*The FY2018 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.				

Action Agenda Item #8.E

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Douglas Robinson
(Technical Contact)
Tomika Monterville
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Submit the FY2018-2027 Transit Development Plan (TDP) Major Update to the Florida Department of Transportation (FDOT) District 5 for Approval to meet Block Grant Funding Requirements**

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to submit the FY2018-2027 Transit Development Plan (TDP) major update to the Florida Department of Transportation (FDOT) for approval to meet block grant funding requirements.

BACKGROUND:

Every five years, LYNX completes a major update to its ten-year TDP. The last major update was completed in 2012. LYNX is in the process of preparing its next TDP major update, which requires final approval from FDOT by December 31, 2017. The TDP major update differs from a minor update in that it includes a more robust public involvement process; a detailed situation appraisal; development of alternatives to achieve LYNX's vision, mission and goals; and a ten-year implementation program. In conjunction with this TDP major update, LYNX is preparing a Route Optimization Study (ROS) that will guide the development of alternatives and the ten-year implementation program. LYNX has requested and received approval from FDOT, to postpone alternatives development and ten-year implementation program completion until the Route Optimization Study is complete in mid-2018. The service alternatives and ten-year implementation program developed in the ROS will be included in the TDP minor update that is due to FDOT in 2018.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The TDP major update and Route Optimization Study are being prepared by HDR Engineering under LYNX's General Planning Consulting Services contract. HDR's sub-consultant,

LYNX Board Agenda

Connetics Transportation Group, is a certified DBE and is assigned to complete approximately forty percent of the total project work.

FISCAL IMPACT:

LYNX Staff included FDOT Block Grant finds in the amount of \$10,192,003 in the FY2018 Proposed Operating Budget to support reimbursement of operating expenses. An approved TDP is required prior to FDOT release of any block grant funds.



LYNX *Forward*

Transit Development Plan/Route Optimization Study

Board Presentation

September 28, 2017

Our Partners



Agenda

1. TDP Purpose and Need
2. LYNX Forward
3. Public Outreach
4. TDP Goals
5. Baseline & Future Conditions
6. LYNX Peer Comparison & Performance
7. Route Optimization Study
8. Schedule
9. Action



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Transit Development Plan (TDP)

TDP Purpose

- Strategic planning document
- Update ten-year capital and operating plan
- Identify future needs
- Leverage community input
- Estimate future revenue streams

TDP Need

- Florida DOT Requirement
- Prerequisite for Block Grant funding
- Identify and respond to changing trends: demographic, technological and industry

LYNX Forward

Project Brand and Themes

- Redefine LYNX
- Reimagine transit in Central Florida
- Create framework for future transit initiatives
- Communicate new direction to the public
- Guide the TDP and ROS



Themes

Guiding Principles

Goals and Objectives

- Strategies
- Targets
- Measures

TDP Public Outreach



Outreach Events

- 4 Grassroots Events
- 3 LYNX Superstops
- Online Public Survey
- 3 Public Workshops
- 30 Face-to-Face Stakeholder Interviews
- Mid-level manager online interviews

412

Total Surveys

141

Comments

What We Have Heard

- Frequent Service, Direct Connections, Reliable Schedules

Upcoming ROS Activities

- 4 Grassroots Events: Viva Osceola, Sanford Alive After 5, Winter Park Farmers Market
- Super Stops: Poinciana, Seminole Center, Florida Mall

LYNX FORWARD Goals



Promote economic competitiveness, sustainability, and quality of life



Advance an equitable, dynamic, and performance driven transit system



Deliver a seamless network of transportation services for the region

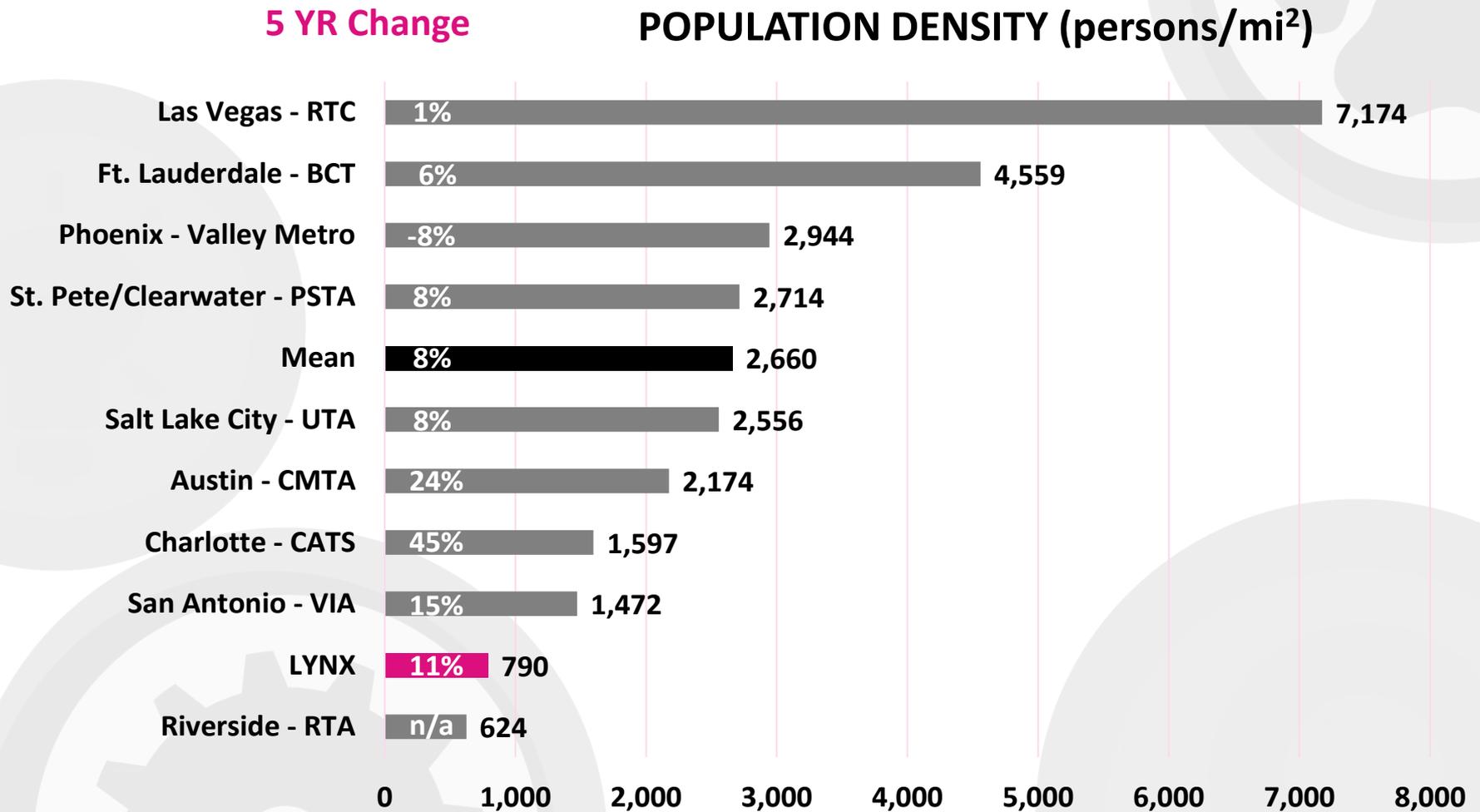


Enhance customer experience and communications



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LYNX Peer Comparison

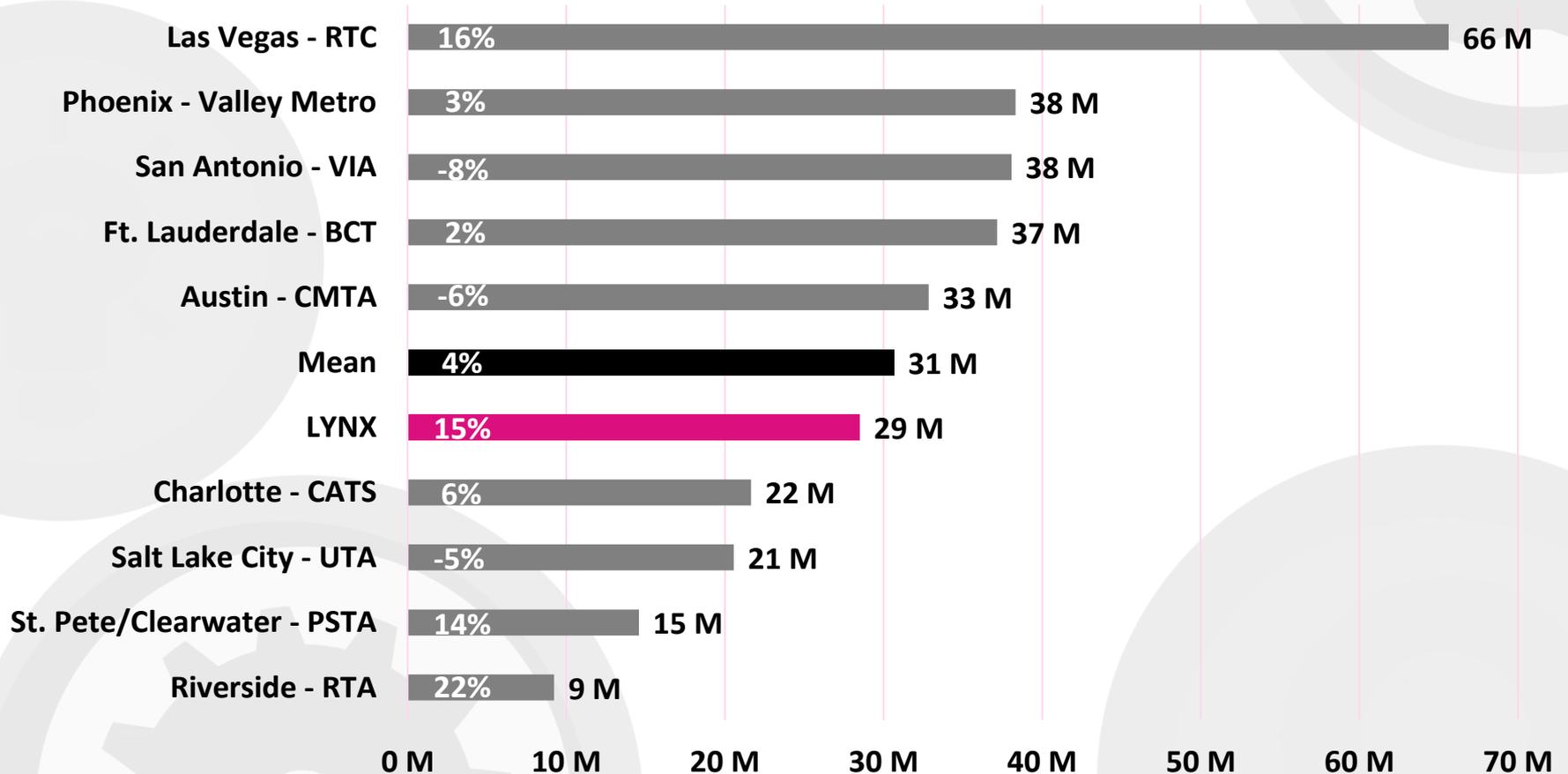


Source: FTA NTD 2015, % change based on 2010 to 2015

LYNX Peer Comparison

5 YR Change

BUS PASSENGER TRIPS



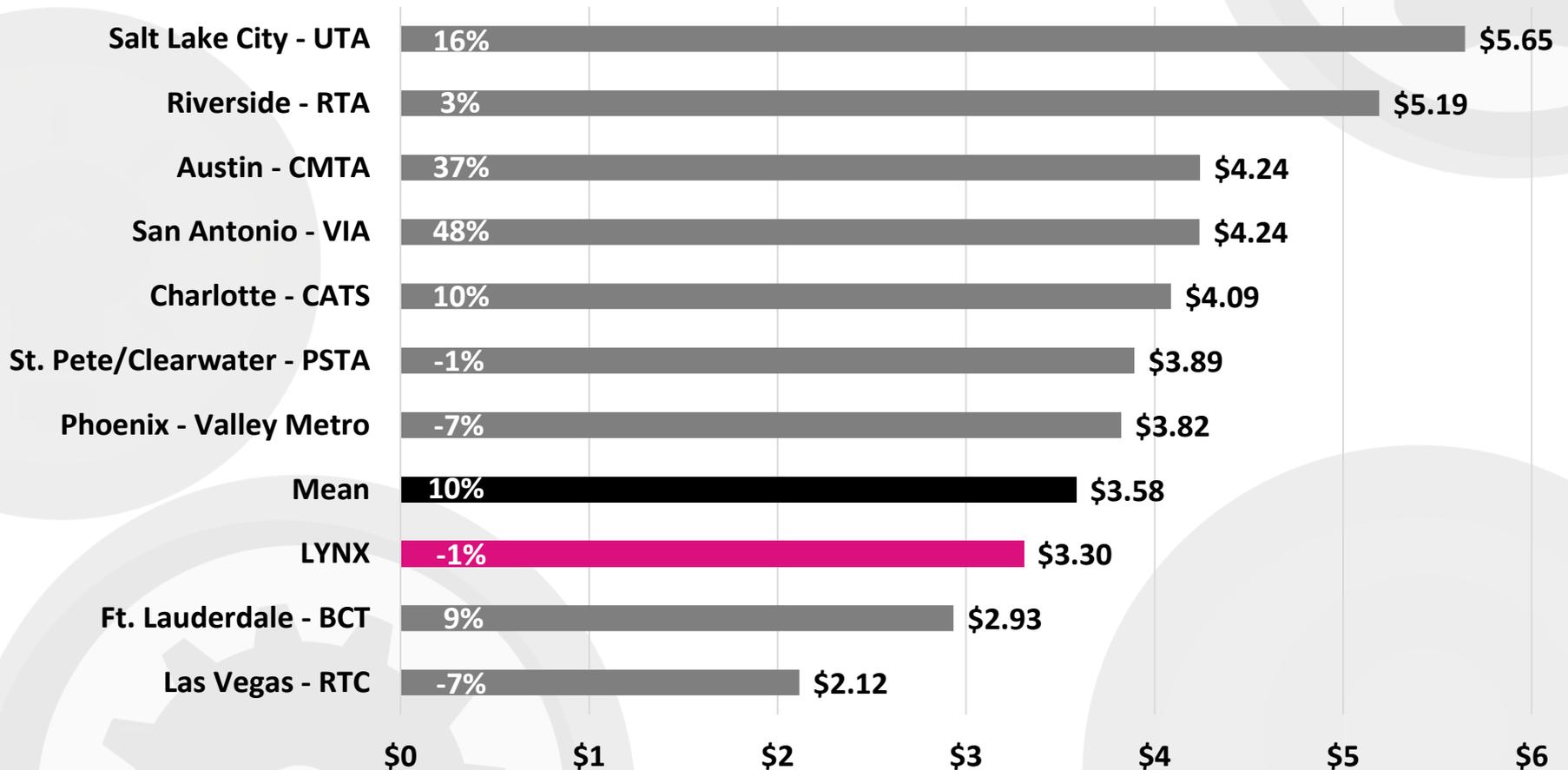
Source: FTA NTD 2015, % change based on 2010 to 2015

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LYNX Peer Comparison

5 YR Change

BUS OPERATING EXPENSE PER TRIP

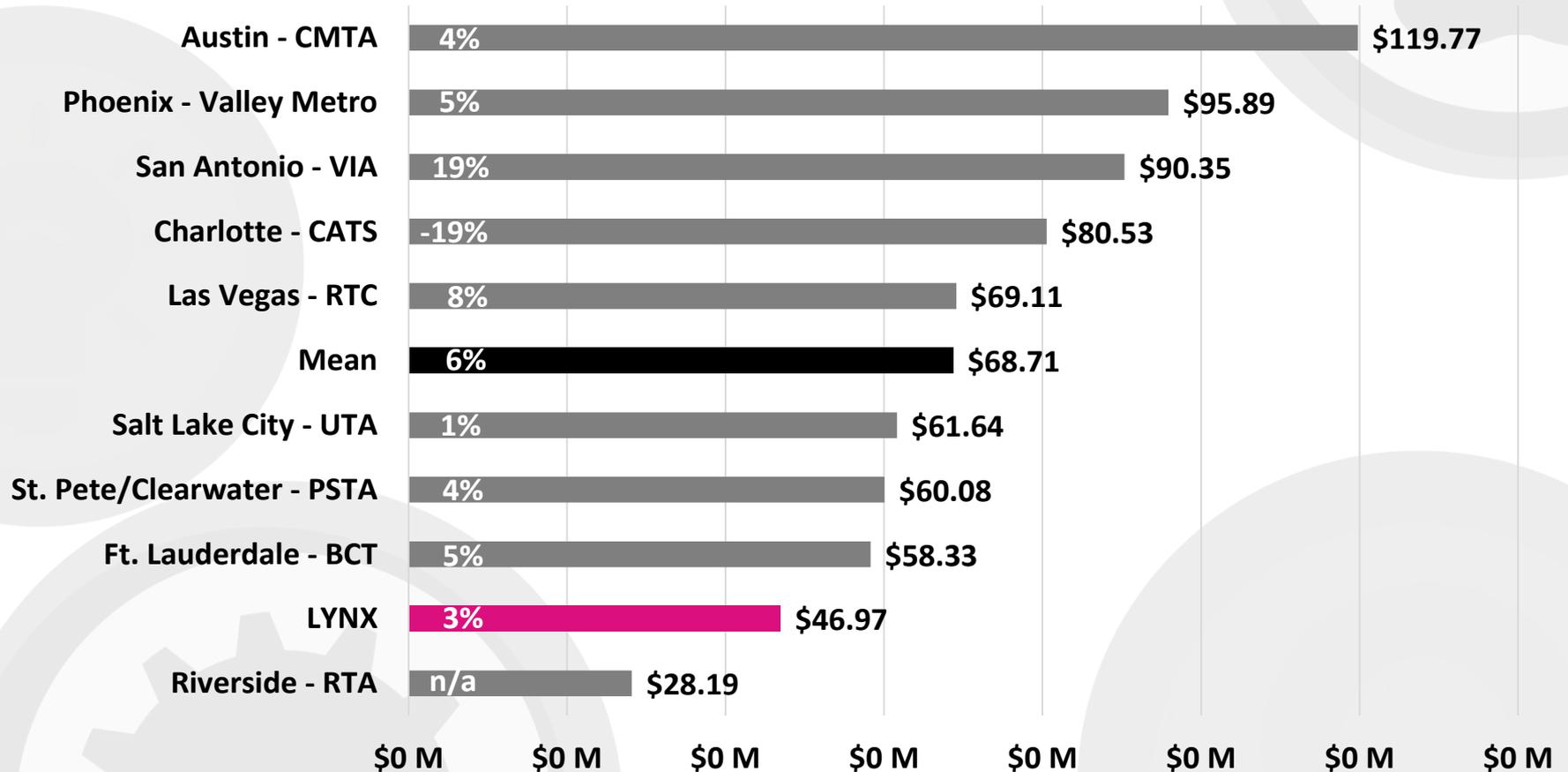


Source: FTA NTD 2015, % change based on 2010 to 2015

LYNX Peer Comparison

5 YR Change

BUS OPERATING EXPENSE PER CAPITA

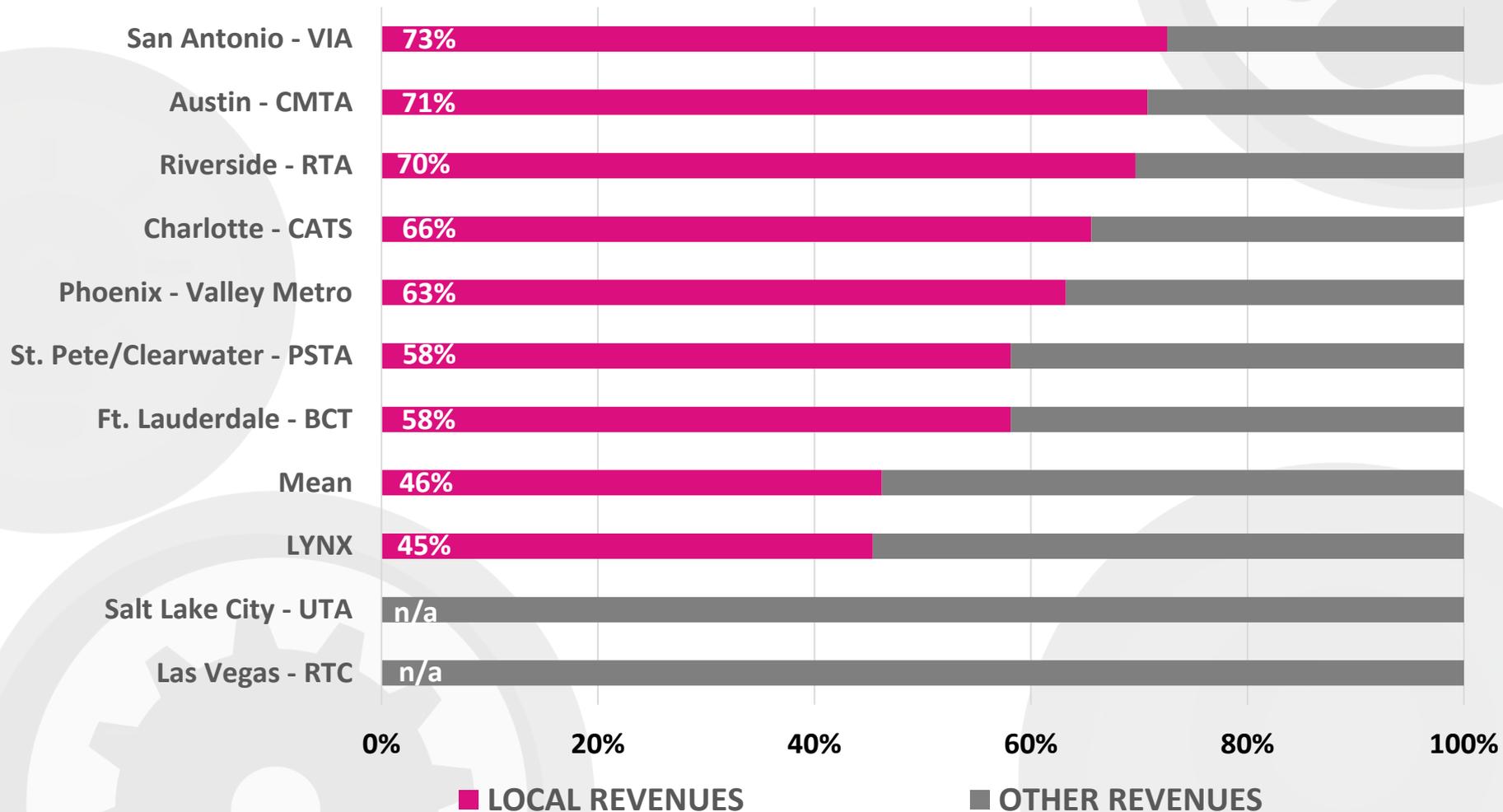


Source: FTA NTD 2015, % change based on 2010 to 2015

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LYNX Peer Comparison

OPERATING REVENUES BY SOURCE (FY 2015)



Source: FTA NTD 2015

Regional Challenges/Opportunities

- Increasing congestion
- Aging population
- Low Wages
- Changing travel patterns
- Shared-Use Mobility (TNCs, bike & car sharing)
- Low fuel prices
- Low interest rates and longer auto financing terms
- Transit supportive land use



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Central Florida Regional Transportation Authority

FORWARD

One Size Does Not Fit All

Service	Description	Seated Capacity (per Vehicle)	Service and Frequency	Regular Fare	Regular Monthly User Cost	Typical Operating Cost (per vehicle)	Typical Capital Cost (per vehicle)
REGIONAL TRANSIT SERVICES							
	SunRail Commuter rail operated by the Central Florida Commuter Rail Commission	 75 to 190	 30 minutes (Mon - Fri)	\$\$ \$2 within county, plus \$1/county	\$\$ \$56 - \$112 (with pass)	\$\$\$\$\$\$ \$550 - \$650/hr	\$ \$14 to \$18 million
	Train to Plane Sand Lake SunRail Station to Orlando International Airport express bus	 40 to 60	 30 minutes (Mon - Fri)	\$ \$2 one ride	\$ \$50 (with pass)	\$\$\$\$ \$90 - \$130/hr	\$\$\$\$\$ \$500,000 to \$1,000,000
	Xpress Bus Service Downtown Kissimmee to Sand Lake SunRail Station express bus	 40 to 60	 Mon - Fri (Six trips/day)	\$\$ 6.50 daily; \$23/week; \$70/month	\$ \$50 (with pass)	\$\$\$\$ \$90 - \$130/hr	\$\$\$\$\$ \$500,000 to \$1,000,000
	FastLink Limited stop commuter bus service on select corridors	 40 to 60	 60 mins (Mon - Sat)	\$ \$2 one ride; \$4.50 all day	\$ \$50 (with pass)	\$\$\$\$ \$90 - \$130/hr	\$\$\$\$\$ \$500,000 to \$1,000,000
	Disney Direct Limited stop direct service for employees	 40 to 60	 Select trips	\$ \$2 one ride; \$4.50 all day	\$ \$50 (with pass)	\$\$\$\$ \$90-\$130/hr	\$\$\$\$\$ \$500,000 to \$1,000,000
	Fixed Route Bus Local bus service with more frequent stops	 40 to 60	 30 - 60 mins (except on Sun)	\$ \$2 one ride; \$4.50 all day	\$ \$50 (with pass)	\$\$\$\$ \$90 - \$130/hr	\$\$\$\$\$ \$500,000 to \$1,000,000

One Size Does Not Fit All

Service	Description	Seated Capacity (per Vehicle)	Service and Frequency	Regular Fare	Regular Monthly User Cost	Typical Operating Cost (per vehicle)	Typical Capital Cost (per vehicle)
NEIGHBORHOOD/DISTRICT TRANSIT SERVICES							
 LYMMO	Downtown Orlando Bus Rapid Transit (BRT) circulator with dedicated lanes	 30	 5 - 20 minutes	Free	Free	\$\$\$\$ \$90 - \$130/hr	\$\$\$\$\$ \$700,000 to \$800,000
 KnightLYNX	Service for UCF students to Downtown Orlando	 40	 75 mins (Fri & Sat nights)	Regular fare or free with UCF ID	\$ \$50 (with pass)	\$\$\$\$ \$90 - \$130/hr	\$\$\$\$\$ \$500,000 to \$1,000,000
 NeighborLink	On-demand for select areas connecting to destinations and Fixed Route bus	 14	 2 hrs before reservation	\$ \$2 one ride; \$4.50 all day	\$ \$50 (with pass)	\$\$ \$40 - \$50/hr	\$\$ \$175,000 to \$200,000
SPECIALTY TRANSIT SERVICES							
 ACCESSLYNX	Door-to-door service for eligible customers that can't use regular service	 14	 Day before reservation	\$\$\$ \$4 to \$7/trip	\$ \$50 (with pass)	\$\$\$\$ \$35 - \$100/hr	\$ \$50,000 to \$80,000
 VanPool	Carpool with colleagues or neighbors using LYNX provided vans	 7 - 15	 Van rental from LYNX	N/A	\$\$ \$40 - \$100 (with pass)	\$ \$490 - \$690/month	\$ \$35,000 to \$40,000

One Size Does Not Fit All

Service	Description	Seated Capacity (per Vehicle)	Service and Frequency	Regular Fare	Regular Monthly User Cost	Typical Operating Cost (per vehicle)	Typical Capital Cost (per vehicle)
PRIVATE TRANSPORTATION SERVICES							
	Personal Auto Individual Car	 2 - 7	 Available	N/A	\$\$\$\$\$\$ \$500 - \$800	\$ \$0.535/mile	\$ \$15,000 +
	BikeShare (Juice) 24/7 bike rental from stations	 1	 On-demand (station based)	\$\$ \$8/hr; \$15 - \$20/mo; \$59/yr.	\$ \$5 - \$20	N/A	N/A
	Taxi On-Demand	 3-7	 On-demand request	\$\$\$\$\$\$\$\$ \$2.50 - \$3/mile	N/A	N/A	N/A
	Bicycle Personal owned bicycle	 1	 Available	Free	Free	\$ \$5/month	\$ \$250 - \$800
	Rideshare (Uber/Lyft) On-Demand	 3-7	 On-demand request	\$\$\$\$\$\$\$\$ \$5.25 minimum/trip	N/A	N/A	N/A
	Carshare (Zipcar) 24/7 car rental from stations	 3-5	 Available at specific locations	\$\$\$\$\$ \$9 - \$10/hour	N/A	N/A	N/A
	Walking Individual Mobility	 1	 Available	N/A	N/A	N/A	N/A

Route Optimization Study Purpose

- 1 Meet **future mobility needs** through new and improved mobility services
- 2 Allocate resources in the most **effective and efficient** manner possible
- 3 Improve regional **connectivity to SunRail**
- 4 Continue to serve existing riders while **gaining new riders**
- 5 **Serve new markets** with focused and specialized service delivery models and integration with complementary modes (e.g. rideshare and bikeshare)

ROS Guiding Principles/Objectives

- Improve service frequency

- Match service levels and delivery methods to demand

- Improve service reliability and travel time competitiveness

- Streamline route structure

- Enhance regional connectivity and travel speeds

- Enhance system design clarity and usability

- Apply alternative service delivery methods such as shared use mobility (e.g. TNCs) and contracted mobility service



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Why do this Study?

- Declining ridership
- Outdated route structure (20 years of tweaking service)
- Tremendous population and employment growth
- Unserved / under served travel markets (e.g., Disney)
- Non-competitive travel times
- Competition from new modes of travel (e.g., Uber/LYFT)



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Who has done this?

- Jacksonville, FL (Route Optimization Initiative: December 2014)
- Houston, TX (Reimaging Implemented: August 2015)
- Dallas, TX (COA Completed 2015, phased over years)
- Columbus OH (Transit System Redesign – May 2017)
- Richmond, VA (Planned for end of 2017)
- Indianapolis, IN (Phased in with BRT Lines over few years)
- Santa Clara Valley, CA (Next Network – FY18/FY19)
- Portland, OR
- Omaha, NE
- West Palm Beach, FL (just started)



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Have they been Successful?

- **Jacksonville (JTA)**

- 1st Year – 5.4% (bus)
- 2nd Year – -1.5% (bus)

- **Houston (RTA)**

- 1st Year - +6.3% systemwide, only 1.2% on bus
- 2nd year flat



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Types of ROS Recommendations

- Increased service frequency on the core network routes
- New faster transit routes and services
- Eliminate poor performing routes and route segments
- Implement alternative service models
 - Demand response and on-call service
 - Contract service trips through private operators
 - Maximize use of Shared-Use Mobility services such as TNCs, Bike-Share & Car-Share services (“Network of Mobility Services”)



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Implementation Challenges

- LYNX Staff & Board Support through implementation
- Jurisdictional support
- Community support
- Funding constraints
- Multiple funding partners
- Service equity
- Passenger facility needs
- Fleet vehicle / maintenance facility needs



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Project Schedule

Task	2017							2018			
	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
Project Management	[Magenta bar spanning all months]										
Public Involvement	*TAC	*Workshops	*TAC	*TAC	*Workshops	*TAC	*Workshops	*TAC	*Workshops		
Update Goals, Objectives and Service Guidelines	[Magenta bar]										
Assessment of Baseline Conditions	[Magenta bar]										
Assessment of Existing Transit Service	[Magenta bar]										
Evaluate Demand & Mobility Needs		[Magenta bar]									
Perform Situation Appraisal			[Magenta bar]								
Prepare 2018 10-Year Major Update			[Magenta bar]								
Route Optimization Study	[Magenta bar spanning all months]										

**Subject to change*

Action Agenda Item #8.F

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Initiate Public Outreach Process for Fiscal Year 2018
Proposed Service Changes

Date: 9/28/2017

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for proposed service changes scheduled to occur in Fiscal Year 2018.

BACKGROUND:

Three times per year LYNX conducts service changes. LYNX proactively informs and involves the Central Florida public in the planning and implementation of LYNX' new services, routing adjustments, passenger fare adjustments, new facility construction, capital projects, and planning activities in accordance with Federal and State regulations. In Fiscal Year 2018 these service changes are tentatively scheduled to occur in December, April and August.

The LYNX Public Participation Program includes utilizing a continuous communication program together with various outreach techniques appropriate to both the proposed action and the effected public. LYNX staff members inform customers and members of the public of proposed changes through such communication modes as the LYNX website, social media, newspaper advertisements, posted flyers, as well as public meetings and workshops. LYNX' Public Participation Program mandates public notice and public hearings for any service reduction impacting more than 25 percent of an individual route's total revenue hours or revenue miles and any proposed route eliminations. The exception to this reduction of service threshold are routes that have existed less than two years or have been introduced as service development or experimental service. Public notice and public hearings are also required for any proposed alternatives that have the potential to create a disparate impact or disproportionate burden of plus or minus ten percent, if implemented, on minority or lower income populations in LYNX' service area.

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2018 Operating Budget or additional funding, if necessary, from FDOT and/or LYNX Local Funding Partners upon their approval of the proposed service changes.

Action Agenda Item #8.G

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Extend Contract #12-C02 with MV Transportation, Inc. for a Period of up to Two (2) Month for Paratransit Services and to Increase the Not-To-Exceed Amount of the Contract

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting recommendation to the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #12-C02 with MV Transportation, Inc., for a period of two (2) months for paratransit services from September 30, 2017, through November 30, 2017, and to increase the not to exceed contract amount for the additional two (2) months for Contract #12-C02 in the amount of \$3,194,050.

BACKGROUND:

LYNX staff has been working diligently to secure a new contract for the expired agreement between LYNX and MV Transportation, Inc. for paratransit service delivery. A motion was passed at the July 2017 Oversight Committee meeting to table the execution of a new contract between LYNX and MV Transportation. This action allowed an opportunity to provide clarifying information that could not be addressed in the short time frame during the meeting.

Since no action was taken to award a new contract at the July 2017 Board of Directors' meeting, staff had to negotiate a new extension with MV Transportation. The current one (1) month extended agreement expires on September 29, 2017. Staff is requesting a two (2) month extension through November 30, 2017, in order to provide ample time to migrate from a traditional paratransit services model to a mobility management service model.

During negotiations with MV Transportation in August 2017, MV Transportation has requested a rate adjustment due to increased personnel costs and other operating expenses that were not adjusted by LYNX since extending the contract. The period of the requested rate adjustment reflected in the action requested is September 30, 2017, through November 30, 2017.

FISCAL IMPACT:

LYNX staff included \$16,036,436 in the FY2018 Proposed Operating Budget for paratransit purchased transportation services. In regards to Contract #12-C02 for paratransit services, the following is the financial impact on the FY2018 Proposed Operating Budget:

FY2018 Proposed Budgeted Amount	\$	2,672,740
FY2018 Estimated Cost		3,194,050
Excess Cost	\$	(521,310)

Upon approval, LYNX staff will cover the excess costs through anticipated savings and/or reserves in the total amount of \$521,310.

MV Transportation Agenda Items

Thomas E. Stringer, Jr., COO

September 27, 2017
(Finance Committee Meeting)

September 28, 2017
(Oversight Committee & Board Meeting)

Actions Requested



- **Authorization to Extend ACCESS LYNX and NeighborLink Contracts Through November 30, 2017**
- **Authorization to Increase the Not-to-Exceed Amounts for ACCESS LYNX and NeighborLink Contracts**
- **Authorization to Award Contract #18-C08 to MV Transportation for ACCESS LYNX and NeighborLink Services**

Authorization to Extend ACCESS LYNX and NeighborLink Contracts Through November 30, 2017



- Migration from traditional paratransit services model to a mobility management services model
- Extend the ACCESS LYNX contract (#12-C02) by \$3,194,050
- Extend the NeighborLink contract (#10-C21) by \$314,228

Authorization to Increase the Not-to-Exceed Amounts for ACCESS LYNX and NeighborLink Contracts

- Contractor's increased personnel costs and other operating expenses
- ACCESS LYNX contract (#12-C02) increase not to exceed amount by \$1,036,748
 - October 1st, 2016 to August 28th, 2017 (Retro)
- NeighborLink contract (#10-C21) increase by \$39,242
 - October 1st, 2016 to August 28th, 2017 (Retro)

Authorization to Award Contract #18-C08 to MV Transportation for ACCESS LYNX and NeighborLink Services



- Board action requested
- Contract award vetted through Finance and Oversight Committees
- Access LYNX contract expired September, 2016
- Approve contract award to MV Transportation, Inc.
- Allows further negotiation of terms of contract

Fiscal Impact



Contract Award - Contract for Paratransit and NeighborLink services will reflect the following financial impact on the FY2018 Preliminary Operating Budget:

Purchased Transportation Services	FY2018		
	FY2018 Old Service Model Projected Expenses	New Service Model Estimated Amount	Estimated Costs (Reductions) Increases
Paratransit	\$ 19,865,342	\$16,036,436	\$ (3,828,906)
NeighborLink	1,960,785	1,464,171	(496,614)
Sub-total	\$ 21,826,127	\$17,500,607	\$ (4,325,520)
TNC's Purchased Transportation	-	987,253	987,253
Staffing	-	760,112	760,112
Total	\$ 21,826,127	\$19,247,972	\$ (2,578,155)

Fiscal Impact



Contract Award - Contract for Paratransit and NeighborLink services will reflect the following financial impact on the FY2018 Preliminary Operating Budget:

FY2018 Preliminary Operating Budget:	\$ 16,036,436	Paratransit Services
	<u>1,464,171</u>	NeighborLink Services
	<u>\$ 17,500,607*</u>	

*Pending Final FY2018 Budget Approval

Action Agenda Item #8.H

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Extend Contract #10-C21 with MV Transportation, Inc. for a Period of up to Two (2) Month for NeighborLink Services and to Increase the Not-To-Exceed Amount of the Contract

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #10-C21 with MV Transportation, Inc., for a period of two (2) months for NeighborLink services from September 30, 2017, through November 30, 2017, and to increase the not to exceed contract amount for the additional two (2) months for Contract #10-C21 in the amount of \$314,228.

BACKGROUND:

LYNX staff has been working diligently to secure a new contract for the expired agreement between LYNX and MV Transportation, Inc. for NeighborLink service delivery. A motion was passed at the July 2017 Oversight Committee meeting to table the execution of a new contract between LYNX and MV Transportation. This action allowed an opportunity to provide clarifying information that could not be addressed in the short time frame during the meeting.

Since no action was taken to award a new contract at the July 2017 Board of Directors' meeting, staff had to negotiate a new extension with MV Transportation. The current one (1) month extended agreement expires on September 29, 2017. Staff is requesting a two (2) month extension through November 30, 2017, in order to provide ample time to migrate to a mobility management service model.

During negotiations with MV Transportation in August 2017, MV Transportation has requested a rate adjustment due to increased personnel costs and other operating expenses that were not adjusted by LYNX since extending the contract. The period of the requested rate adjustment reflected in the action requested is August 29, 2017, through November 30, 2017.

FISCAL IMPACT:

LYNX staff included \$1,464,171 in the FY2018 Proposed Operating Budget for NeighborLink purchased transportation services. In regards to Contract #10-C21 for NeighborLink services, the following is the financial impact on the FY2018 Proposed Operating Budget:

FY2018 Proposed Budgeted Amount	\$	244,028
FY2018 Estimated Cost		314,228
Excess Cost	\$	(70,200)

Upon approval, LYNX staff will cover the excess costs through anticipated savings and/or reserves in the total amount of \$70,200.

Action Agenda Item #8.I

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Increase the Not-To-Exceed Amount of Contract #12-C02 Extension with MV Transportation

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the recommendation to Board of Directors authorization for the Chief Executive Officer (CEO) or designee to increase the not to exceed amount for Contract #12-C02 in the amount of \$1,036,748, from \$16,963,263 to \$18,000,011 for the contract period of October 1, 2016, through August 28, 2017, and to amend the FY2017 Amended Operating Budget accordingly.

BACKGROUND:

MV Transportation has been the provider of paratransit service (ACCESS LYNX) for LYNX since 2002, and was awarded the contract again in 2006 and 2012.

At the November 12, 2015, meeting, the Board authorized staff to release an RFP for paratransit services with a strict timeline should the need arise for a transition period. Staff developed a Scope of Work, with the assistance of a consultant to ensure that all aspects of the scope were addressed. The RFP was released in December 2016. A contract award recommendation was made by the Source Evaluation Committee (SEC) on March 8, 2017, that MV Transportation, Inc., continue to provide service for both NeighborLink and paratransit services.

On May 26, 2016, the Board authorized a six (6) month extension from October 2016 to March 2017 for contract #12-C02 with MV Transportation, in the amount of \$7,363,973. On March 23, 2017, the Board authorized an increase in the not to exceed amount from \$7,363,973 to \$8,366,238 for the six (6) month extension of Contract #12-C02 with MV Transportation. In addition, the Board authorized an additional one hundred fifty (150) day extension from April 1, 2017, to August 28, 2017, in the amount of \$7,000,000, increasing the contract amount from \$8,366,238 to \$15,366,238.

LYNX Board Agenda

During the month of March 2017, we started to experienced significant increases in costs for paratransit services. This is related to an increase in trips and revenue hours for paratransit services. In August 2017, during negotiations with MV Transportation, MV Transportation requested a rate adjustment due to increased personnel costs and other operating expenses that were not adjusted by LYNX since extending the contract. The period of the requested rate adjustment reflected in the action requested is October 1, 2016, through August 28, 2017.

As a result, the original anticipated increase in the amount of \$1,002,265 is not sufficient and an increase in the not-to-exceed amount is needed to support these unanticipated expenses. On August 28, 2017, LYNX Board Chair authorized a one (1) month extension in the amount of \$1,597,025 from August 28, 2017 to September 29, 2017, increasing the not-to-exceed from \$15,366,238 to \$16,963,263.

FISCAL IMPACT:

LYNX staff included \$16,654,932 in the FY2017 Amended Operating Budget for paratransit purchased transportation services to support services from October 1, 2016 to September 30, 2017. In regards to Contract #12-C02 for paratransit services, the following is the financial impact on the FY2017 Amended Operating Budget:

	October 1, 2016 – August 28, 2017
FY2017 Budgeted Amount	\$ 15,366,238
FY2017 Estimated Cost	16,402,986
Excess Cost	\$ (1,036,748)

Upon approval, LYNX staff will amend the FY2017 Amended Operating Budget to cover the excess costs through savings and/or reserves in the total amount of \$1,036,748.

Action Agenda Item #8.J

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Increase the Not-to-Exceed Amount of Contract #10-C21 Extension for MV Transportation

Date: 9/28/2017

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 for Contract #10-C21 with MV Transportation in the amount of \$39,242, from \$10,999,318 to \$11,038,560 for the contract period of October 1, 2016, through August 28, 2017.

BACKGROUND:

MV Transportation has been the provider of NeighborLink service for LYNX since 2007. At the November 12, 2015, meeting, the Board authorized staff to release an RFP for ACCESS LYNX and NeighborLink services with a strict timeline should the need arise for a transition period. Staff developed a Scope of Work, with the assistance of a consultant to ensure that all aspects of the scope were addressed. The RFP was released in December 2016. A contract award recommendation was made by the Source Evaluation Committee (SEC) on March 8, 2017, that MV Transportation, Inc., continue to provide service for both NeighborLink and paratransit services.

On May 26, 2016, the Board authorized a six (6) month extension from October 2016 to March 2017 for contract #10-C21 with MV Transportation, in the amount of \$943,541. In addition, the Board authorized an additional one hundred fifty (150) day extension from April 1, 2017, to August 28, 2017, in the amount of \$765,000, increasing the contract amount from \$10,234,318 to \$10,999,318.

In August 2017, during negotiations with MV Transportation, MV Transportation requested a rate adjustment due to increased personnel costs and other operating expenses that were not adjusted by LYNX since extending the contract. The period of the requested rate adjustment reflected in the action requested is October 1, 2016, through August 28, 2017.

As a result, the original anticipated increase in the amount of \$795,000 is not sufficient and an increase in the not-to-exceed amount is needed to support these unanticipated expenses.

FISCAL IMPACT:

LYNX staff included \$2,027,479 in the FY2017 Amended Operating Budget for NeighborLink purchased transportation services. There are sufficient funds available to cover the increase in the not-to-exceed amount for the NeighborLink services in the amount of \$39,242.

Action Agenda Item #8.K

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Award Contract #18-C08 to MV Transportation, Inc., for Paratransit and NeighborLink Services

Date: 9/28/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract # to MV Transportation, Inc., for the provision of LYNX's Paratransit (ACCESS LYNX) and NeighborLink services with an estimated not-to-exceed amount of \$95,626,019 for a period of five (5) years.

BACKGROUND:

At the July 28, 2011, Board meeting, the LYNX Board of Directors authorized staff to enter into a contract with MV Transportation, Inc., for paratransit core services (0400 through 1800 weekdays and Saturdays). The term of the contract was for five (5) years. In addition, the Board authorized staff to enter into a contract with Transportation America for non-core services (1801 until 0359 weekdays and Saturdays, and all day on Sundays). The term of the contract was for five (5) years as well. Transportation America requested to vacate their contract, at which time the Board agreed and MV Transportation agreed that MV Transportation would take over the non-core portion of the services.

At the January 7, 2010, Board of Directors meeting, the Board authorized staff to enter into a contract with MV Transportation, Inc., for NeighborLink Services for a period of five (5) years. At the September 11, 2015, meeting, the Board also authorized an extension of that contract to coincide with the expiration of the paratransit contract. Staff was directed to develop a Scope of Work to include both services and present it as one contract.

In accordance with LYNX's Board approval, RFP 17-R02 was issued on October 28, 2016. Proposals were due to LYNX on December 16, 2016. Six proposals were received from the following firms:

- First Transit
- Maruti Fleet and Management

LYNX Board Agenda

- MV Transportation, Inc.
- National Express
- Ride Right
- Total Transportation Corp.

RFP EVALUATION

The Source Evaluation Committee (SEC), consisting of Charles Boettiger, Palm Tran; Craig Charrette, LYNX; Helen Perez, Jacksonville Transportation Authority; Cheryl Stone, Citizen Advocate; and Virginia Whittington, MetroPlan Orlando, met on January 4, 2017, to provide their scoring and comments. The firms were scored as follows:

Proposer	Score	Ordinal Rank	Proposal Offer (5-Year Contract Total)
Ride Right	453.917	8	\$97,035,627
MV Transportation	444.728	9	\$110,602,039
National Express	415.835	16	\$125,696,523
First Transit	386.253	20	\$176,220,838
Total Transportation Corp.	336.631	23	\$112,479,354
Maruti Fleet and Management	263.000	29	\$96,928,593

Based on the Scores and Ordinal Rankings, the SEC requested presentations from MV Transportation and Ride Right. The firms presented to the SEC in a public meeting January 11, 2017. Upon completion of presentations, the SEC requested that further clarifications be provided before providing their final scores and recommendation.

Additional internal evaluation of the proposals from Ride Right and MV Transportation indicated the need for a “Best and Final Offer” (BAFO) which was released on January 28, 2017, with responses received on February 1, 2017, with the intent of scheduling the contract for SEC evaluation, Executive Team Review, SEC meeting, Finance and Audit Meeting, Oversight and Board Meeting on February 23, 2017, an optional Board meeting date. The February 23, 2017, optional Board meeting was then canceled, after which staff requested that the proposers clarify several other areas in their BAFO responses to ensure complete detail when scheduling reviews before the next scheduled Board meeting, March 23, 2017. Responses were received, and the SEC meeting was scheduled for March 8, 2017, with the remaining internal reviews taking place prior the March 23rd Board meeting date.

Based on the March 8, 2017, SEC meeting, during which LYNX staff provided insights into the BAFO responses, the SEC members provided their final scores and ordinal ranks:

Proposer	Score	Ordinal Rank Position	Proposal Offer (5-Year Contract Total)
MV Transportation	462.118	1	\$101,769,340
Ride Right	448.000	2	\$99,216,099

Based on the evaluations of the proposals, presentations and technical merits and presentations, the SEC recommends the award of Contract 17-C13 to MV Transportation, Inc., for Mobility Management and Broker Services for the LYNX Paratransit and NeighborLink.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The DBE participation goal assessed for this contract is 12%.

FISCAL IMPACT:

LYNX staff included \$20,027,490 in the FY2017 Amended Operating Budget and \$17,500,607 in the FY2018 Proposed Operating Budget for purchased transportation services as follows:

Purchased Transportation Services	FY2017 Amended Operating Budget	FY2017 Projected Expenses	FY2018 Preliminary Operating Budget
Paratransit	\$ 18,000,011	\$ 18,000,011	\$ 16,036,436
NeighborLink	2,027,479	1,904,897	1,464,171
Total	\$ 20,027,490	\$ 19,904,908	\$ 17,500,607

Future years will be budgeted based on the awarded contract amount.

MV Transportation Agenda Items

Thomas E. Stringer, Jr., COO

September 27, 2017
(Finance Committee Meeting)

September 28, 2017
(Oversight Committee & Board Meeting)

Actions Requested



- **Authorization to Extend ACCESS LYNX and NeighborLink Contracts Through November 30, 2017**
- **Authorization to Increase the Not-to-Exceed Amounts for ACCESS LYNX and NeighborLink Contracts**
- **Authorization to Award Contract #18-C08 to MV Transportation for ACCESS LYNX and NeighborLink Services**

Authorization to Extend ACCESS LYNX and NeighborLink Contracts Through November 30, 2017



- Migration from traditional paratransit services model to a mobility management services model
- Extend the ACCESS LYNX contract (#12-C02) by \$3,194,050
- Extend the NeighborLink contract (#10-C21) by \$314,228

Authorization to Increase the Not-to-Exceed Amounts for ACCESS LYNX and NeighborLink Contracts

- Contractor's increased personnel costs and other operating expenses
- ACCESS LYNX contract (#12-C02) increase not to exceed amount by \$1,036,748
 - October 1st, 2016 to August 28th, 2017 (Adjustment)
- NeighborLink contract (#10-C21) increase by \$39,242
 - October 1st, 2016 to August 28th, 2017 (Adjustment)

Authorization to Award Contract #18-C08 to MV Transportation for ACCESS LYNX and NeighborLink Services

- Board action requested
- Contract award vetted through Finance and Oversight Committees
- Access LYNX contract expired September, 2016
- Approve contract award to MV Transportation, Inc.
- Allows further negotiation of terms of contract

Fiscal Impact



Contract Award - Contract for Paratransit and NeighborLink services will reflect the following financial impact on the FY2018 Preliminary Operating Budget:

Purchased Transportation Services	FY2018		
	FY2018 Old Service Model Projected Expenses	New Service Model Estimated Amount	Estimated Costs (Reductions) Increases
Paratransit	\$ 19,865,342	\$16,036,436	\$ (3,828,906)
NeighborLink	1,960,785	1,464,171	(496,614)
Sub-total	\$ 21,826,127	\$17,500,607	\$ (4,325,520)
TNC's Purchased Transportation	-	987,253	987,253
Staffing	-	760,112	760,112
Total	\$ 21,826,127	\$19,247,972	\$ (2,578,155)

Fiscal Impact



Contract Award - Contract for Paratransit and NeighborLink services will reflect the following financial impact on the FY2018 Preliminary Operating Budget:

FY2018 Preliminary Operating Budget:	\$ 16,036,436	Paratransit Services
	<u>1,464,171</u>	NeighborLink Services
	<u>\$ 17,500,607*</u>	

*Pending Final FY2018 Budget Approval

Work Session Item #9.A

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
MYLES OKEEFE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Presented By: Myles O'Keefe, Senior Planner, LYNX

Phone: 407.841.2279 ext: 6019

Item Name: SR 436 Transit Corridor Study - Project Update

Date: 9/28/2017

BACKGROUND:

At the September 22, 2016 Board meeting, the LYNX Board of Directors authorized the contract award to Kittelson and Associates, Inc. (Kittelson) for the State Road 436 Transit Corridor Study.

The SR 436 Corridor Study (Study) seeks to evaluate various transportation alternatives to enhance transit services along SR 436. The primary focus of the Study is a 22-mile segment of SR 436 from the Orlando International Airport (OIA) in Orange County, FL, to SR 434 in Seminole County, FL. The Study considers the current and future demand of transit services and improvements targeted to support a more efficient connection to the airport, while supporting economic redevelopments planned along the corridor.

LYNX staff will present an update on the Study's progress at the September 28, 2017 Board Meeting. Additional presentations will be made to the Board of Directors to share refined alternatives and a final recommendation before the Study's end Fall 2017.

OVERVIEW:

The Study began in earnest in January 2017, with the identification of the SR 436 corridor's issues and opportunities, through the development of an Existing Conditions Report. As part of that work, the Study team:

- Conducted 22 in-person, stakeholder interviews;
- Attended six community events;
- Received over 400 survey responses; and
- Has seen over 3,000 visits to the Study website.

Some of the information reviewed includes current and historical automobile and transit travel patterns and volumes, existing and future land uses, existing and future populations, and existing infrastructure.

To inform the decision making process, the Study team meets with a Partner Agency Working Group (PAWG) comprised of representatives from the following:

- Florida Department of Transportation
- City of Orlando
- Orange County
- Seminole County
- MetroPlan Orlando
- City of Altamonte Springs
- City of Casselberry
- City of Maitland
- City of Winter Park
- East Central Florida Regional Planning Council
- GOAA
- Central Florida Expressway Authority

With the help of the PAWG, the information in the Existing Conditions report was used to develop the Goals, Objectives, and Evaluation criteria for the corridor. Following the development of the goals and objectives, the Kittelson Team completed a Level 1 screening to narrow down the transportation modes that will be evaluated further for the SR 436 Study corridor.

Based on the Level 1 screening results, the PAWG agreed to move forward with evaluations of Local Bus, Limited-Stop/Express Bus, Corridor-Based Bus Rapid Transit (BRT), and Fixed Guideway BRT alternatives. The Level 2 screening is the next step in the Study and will examine potential alignments and segments for the aforementioned modes along SR 436.

Additional information on the progress of the project, future events, documentation, and opportunities for public input can be found on the Study website: www.LYNXSR436.com.



Study Update

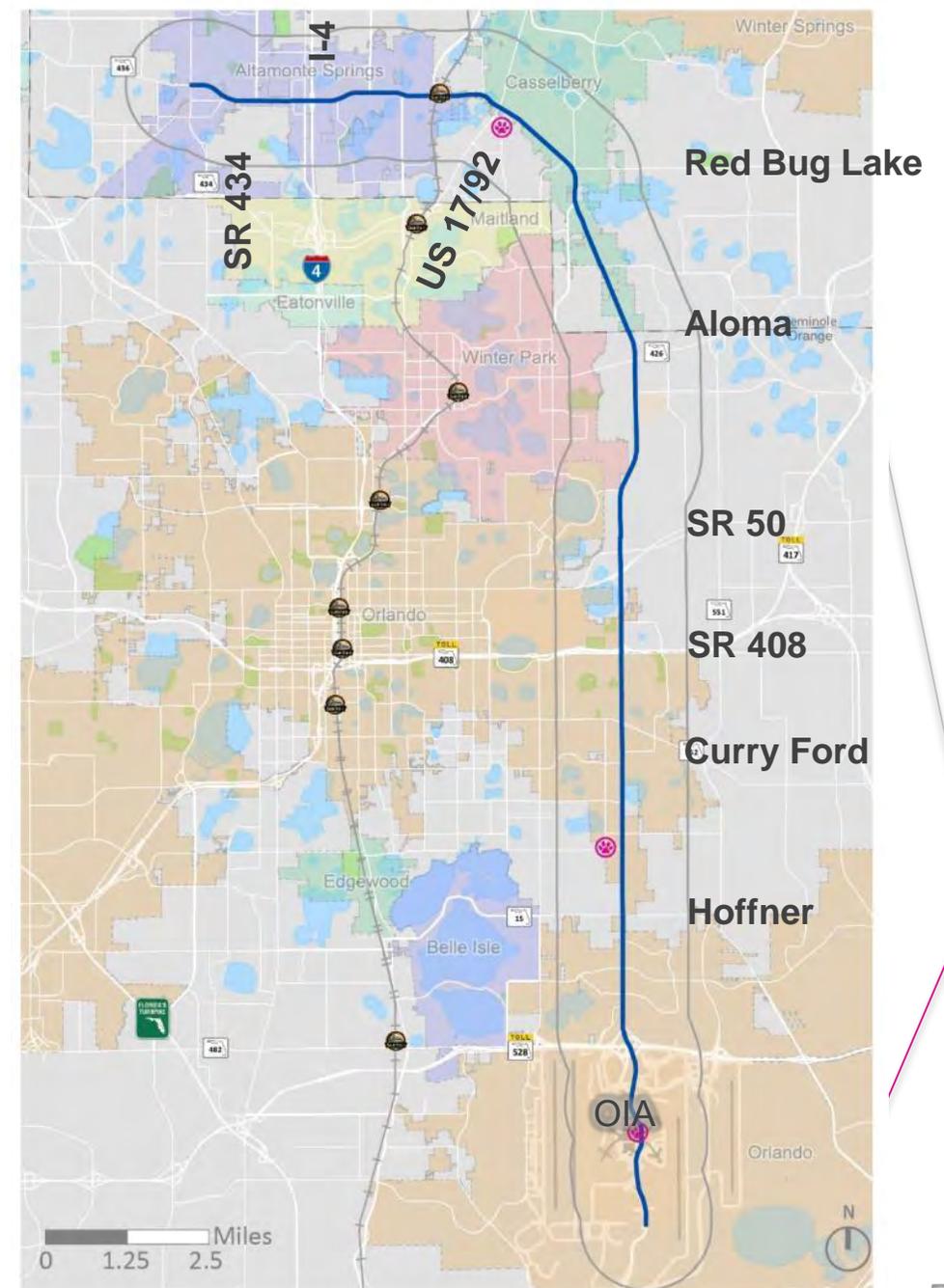
September 28, 2017

LYNX Oversight Committee Meeting



Study Area

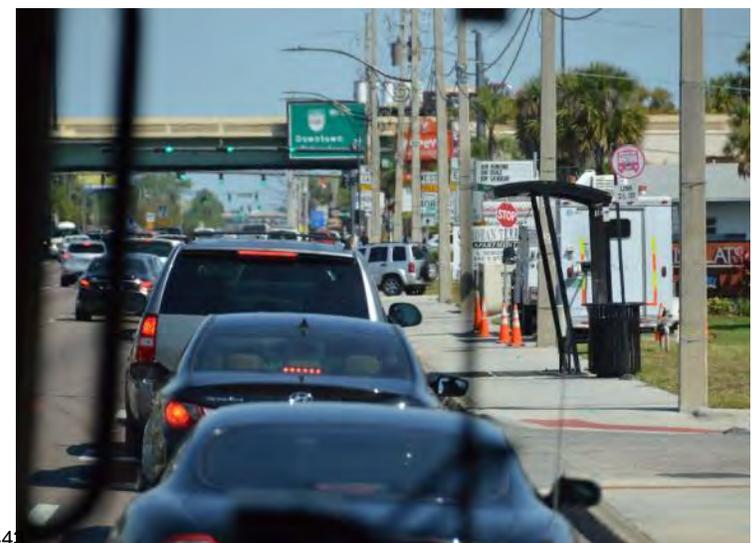
- 23 Miles along SR 436
- Regional and gateway corridor
- Connects 7 jurisdictions
- 11 LYNX routes along and 8 LYNX routes across the corridor
- 3 SuperStops



One Street, Many Roles



One Street, Many Roles



Project Goals

- Enhanced transit experience **to support current customers** and to **increase ridership from a wider range** of potential users
- Safe, comfortable, and accessible **walking and bicycling** environments
- Transportation investments that **encourage development and redevelopment** consistent with community goals
- **Reliable and safe** vehicular mobility
- Transportation improvements that are **implementable and financially sustainable**
- Multimodal improvements that **support community health**

Schedule

What are the **issues, opportunities, & objectives?**



What are our **alternatives?**



Which **alternatives best meet** our goals & objectives?



Which **alternatives** do we want to **move forward?**



How can we **best fund & implement** the preferred alternative?



2017 Jan Mar May Jul Sep Nov 2018 Mar May 2018

Existing Conditions

“ What are the **issues, opportunities, and objectives?** ”

Travel Patterns



- Dense employment pockets
- 86% of trips start or end outside of the corridor
- Travel patterns emphasize need for system-level thinking

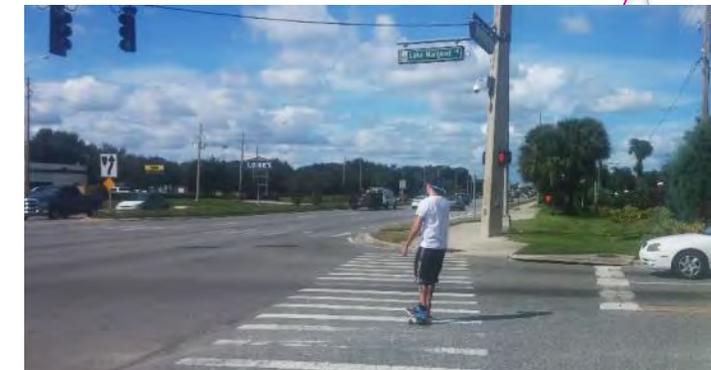
Source: LEHD data



Infrastructure



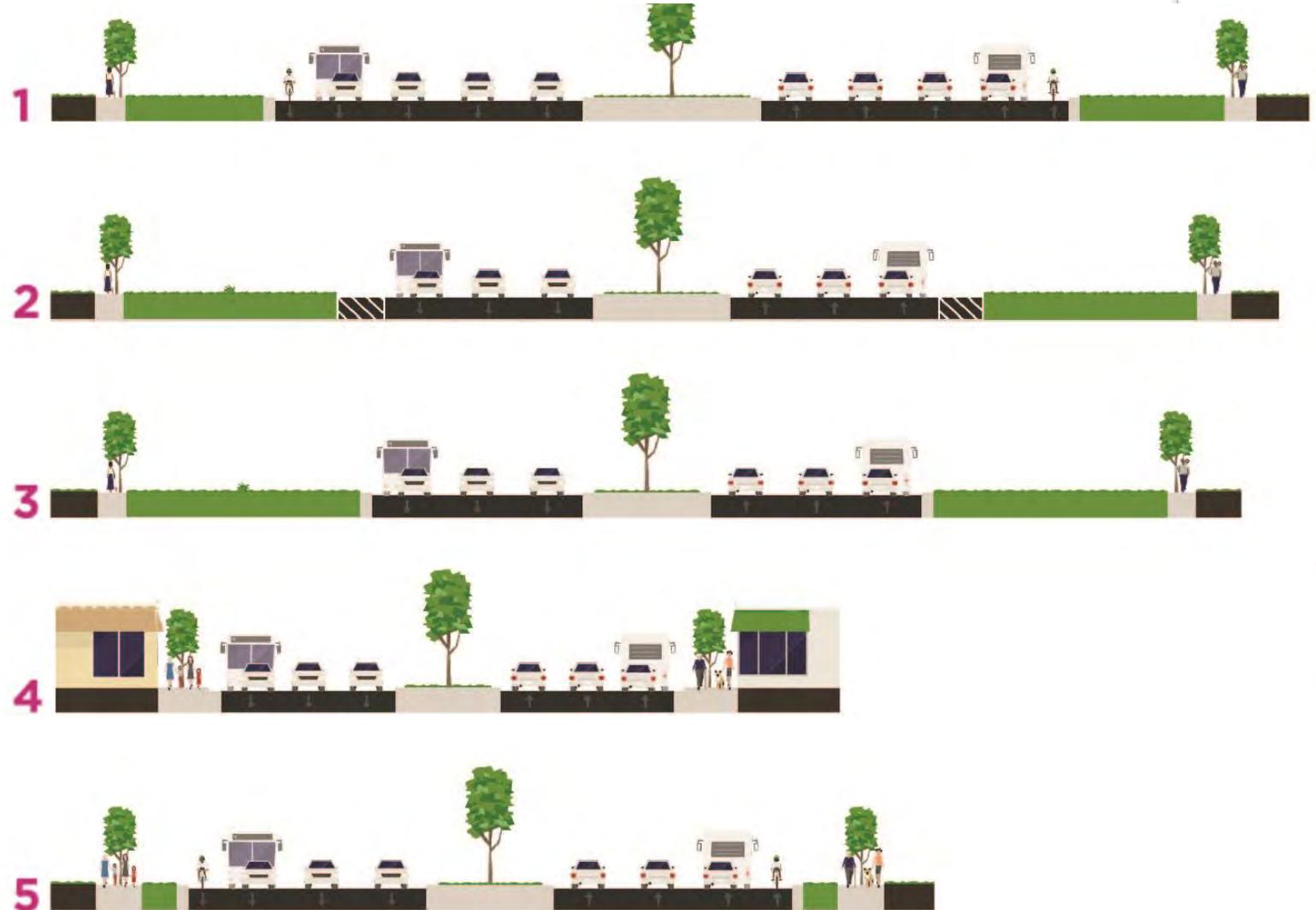
- Lack of comfortable bicycle and pedestrian facilities along the corridor – because of land use and transportation factors



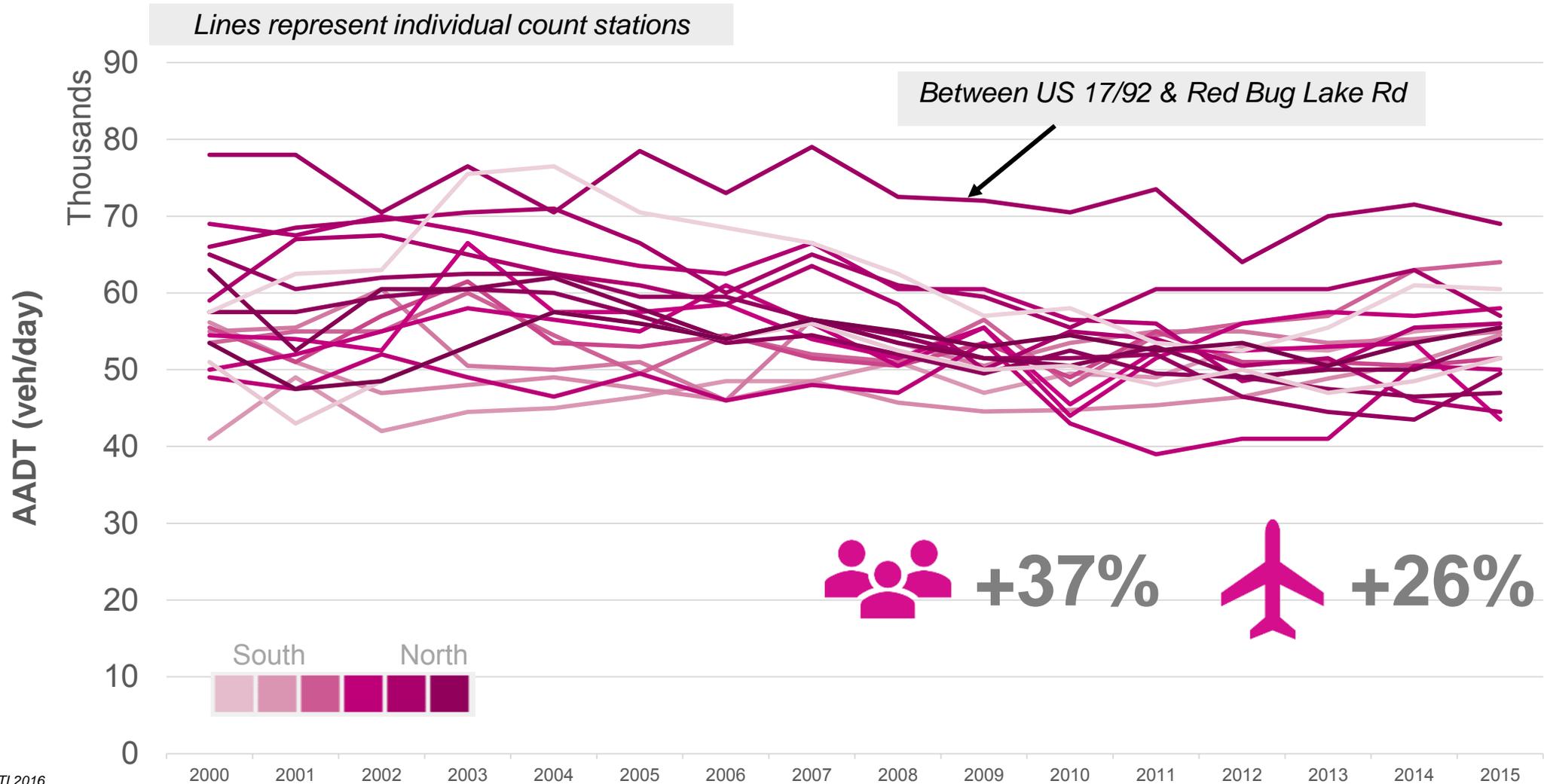
Infrastructure



- Ample ROW could be used for multimodal infrastructure
- Several planning and implementation efforts targeted to address safety



Auto Volume over Time



Source: FDOT FTI 2016

Average Travel Speeds



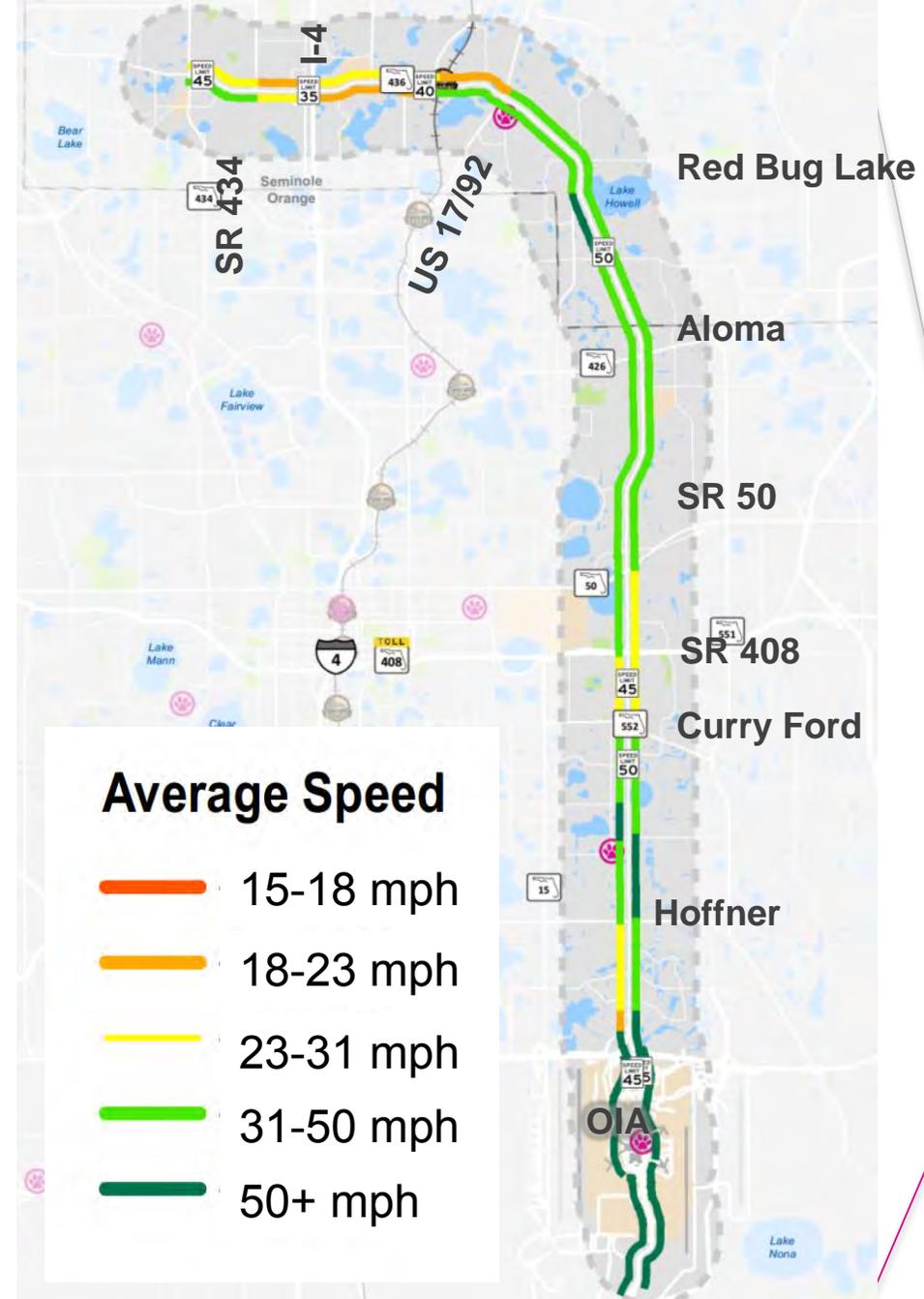
- Slowdowns are limited to certain segments



- No LOS F conditions



- Speeding is common in off-peak



Source: HERE/NPMRDS Data (2016). Obtained from FDOT Central Office

Transit Ridership

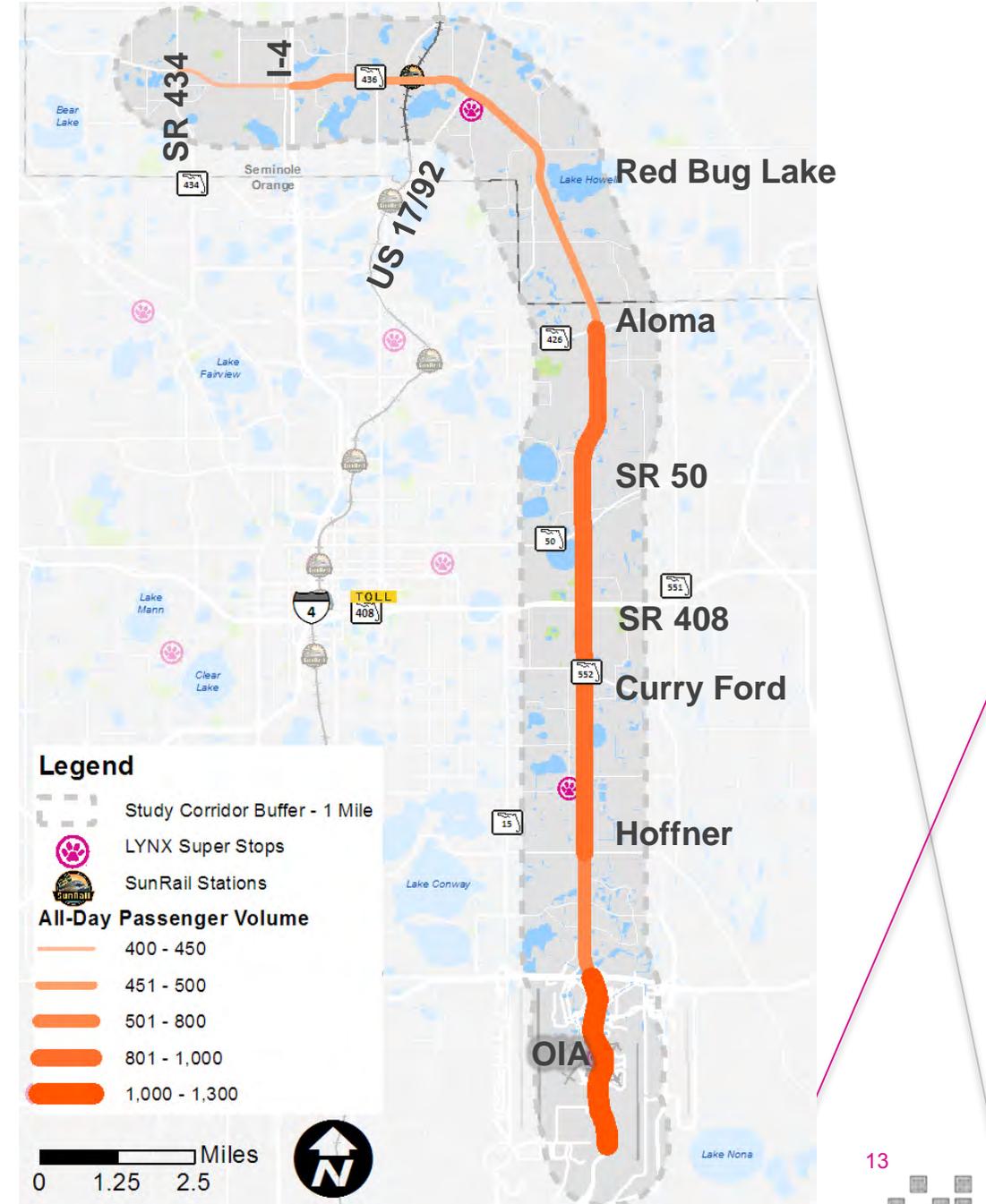


- Links 436N and 436S account for ~7% of LYNX ridership
- 15,400 daily boardings and alightings on SR 436
- Average weekday ridership on main routes between 2,100 and 3,100
- Steady ridership through midday hours



- Ridership is dispersed along the long corridor

Source: Lynx Automatic Passenger Counter Reports, August 2016 Schedule Period



Revenue

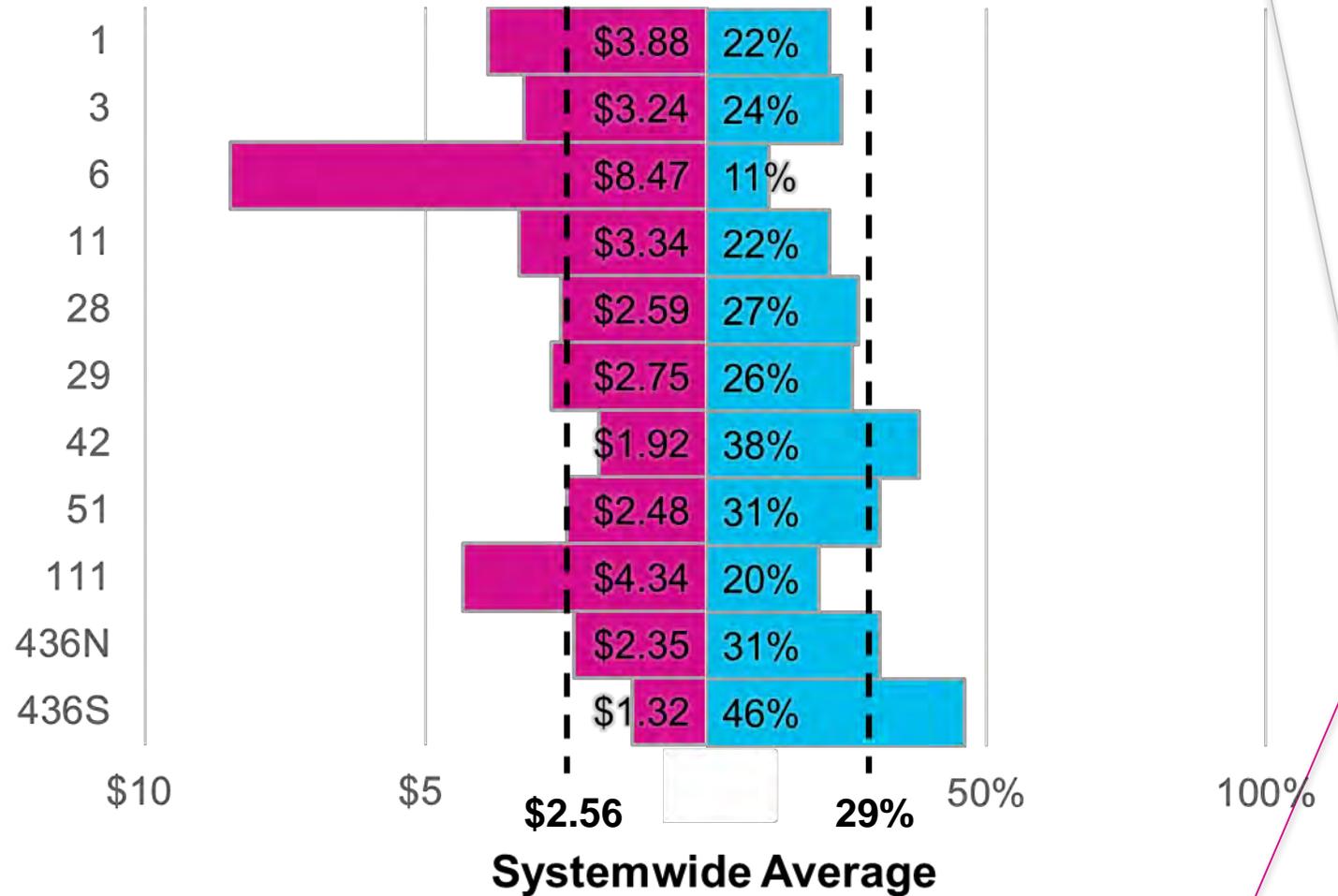


- Ridership and farebox revenues are high for 42, 436N, and 436S



- Almost all routes at or above 20% farebox recovery

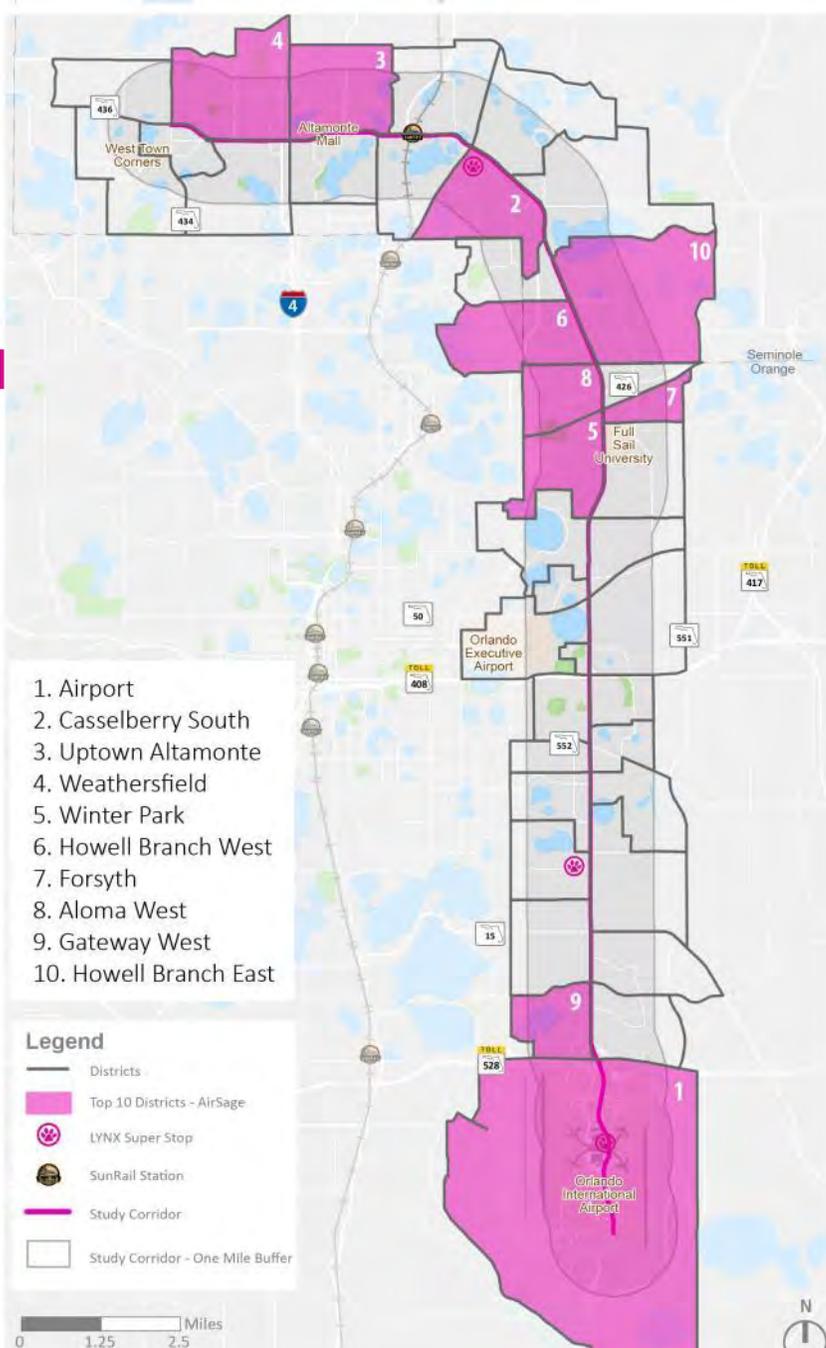
Subsidy per Passenger Cost Recovery Ratio



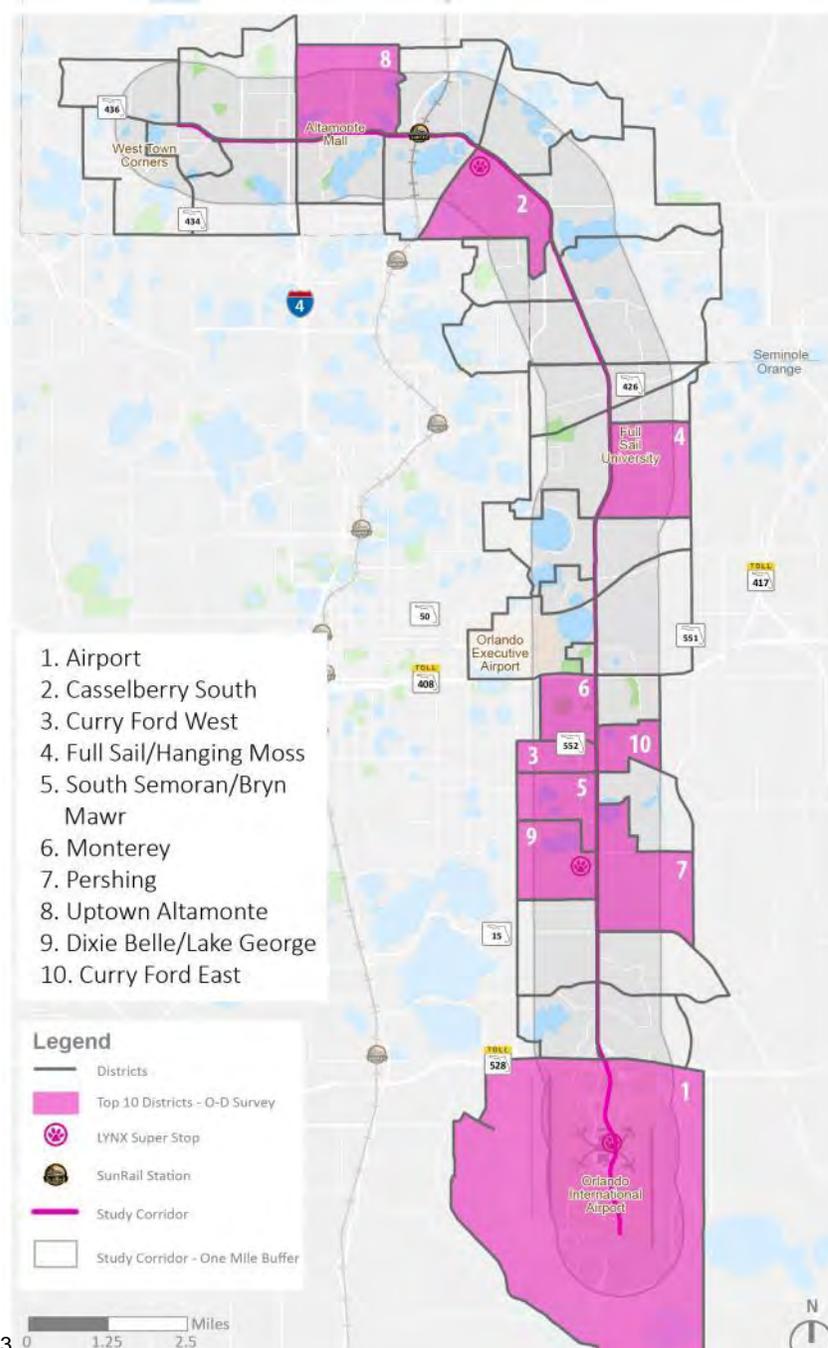
Source: Lynx 2016 Performance Report



AirSage (Potential Riders)



LYNX O-D Survey (Existing Riders)



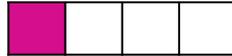
Tiered Alternatives Analysis

Level 1



- Modes

Level 2

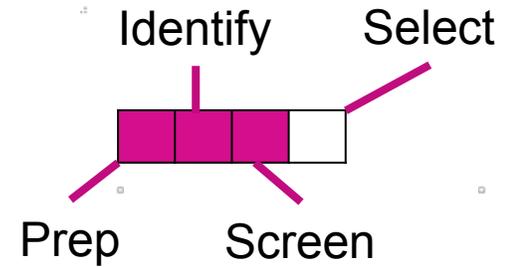


- Alignments
- Segments

Level 3



- Operating scenarios
- Stations
- Multimodal access (Complete Streets)



Increasing level of detail

Level 1 Screening



Pop. and emp. density



Ridership present

Proven in North America

Easy/simple accessibility



Influence economic activity

Adapt to land use changes

Permanence of infrastructure



ROW Needs

Impact on auto access/turns

Environmental/ROW impacts

Req's major improvements



Relative capital cost

Relative operational cost

Potential for simple mods

Local bus	Limited-stop bus	Corridor Based BRT	Fixed Guideway BRT	BRT-Gold	Modern Streetcar	Light rail transit	Commuter rail	Heavy rail	High speed rail	MagLev
Yes	Yes	Yes	No	No	No	No	No	No	No	No
Yes	Yes	Yes	No	No	No	No	Yes	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No
Low	Low	Medium	High	High	High	High	Medium	High	High	
High	High	High	Medium	Medium	Low	Low	Low	Low	Low	Low
Low	Low	Medium	High	High	High	High	High	High	High	High
Low	Low	Low	High	High	Medium	High	High	High	High	High
Low	Low	Low	Medium	High	Medium	High	High	Medium	Medium	Medium
Low	Low	Medium	Medium	High	Medium	High	High	High	High	High
Low	Low	Medium	High	High	High	High	High	High	High	High
Low	Low	Low	Medium	Medium	High	High	High	High	High	High
Low	Low	Low	Low	Low	Medium	Medium	High	High	High	High
High	High	High	Medium	Medium	Low	Low	Low	Low	Low	Low



Level 1 Alternatives (Modes)



BRT - Silver

Ex: Cleveland Healthline



BRT - Bronze

Ex: Eugene Emerald Express



Limited-Stop Bus

Ex: FastLinks



Local Bus

Fixed Guideway BRT

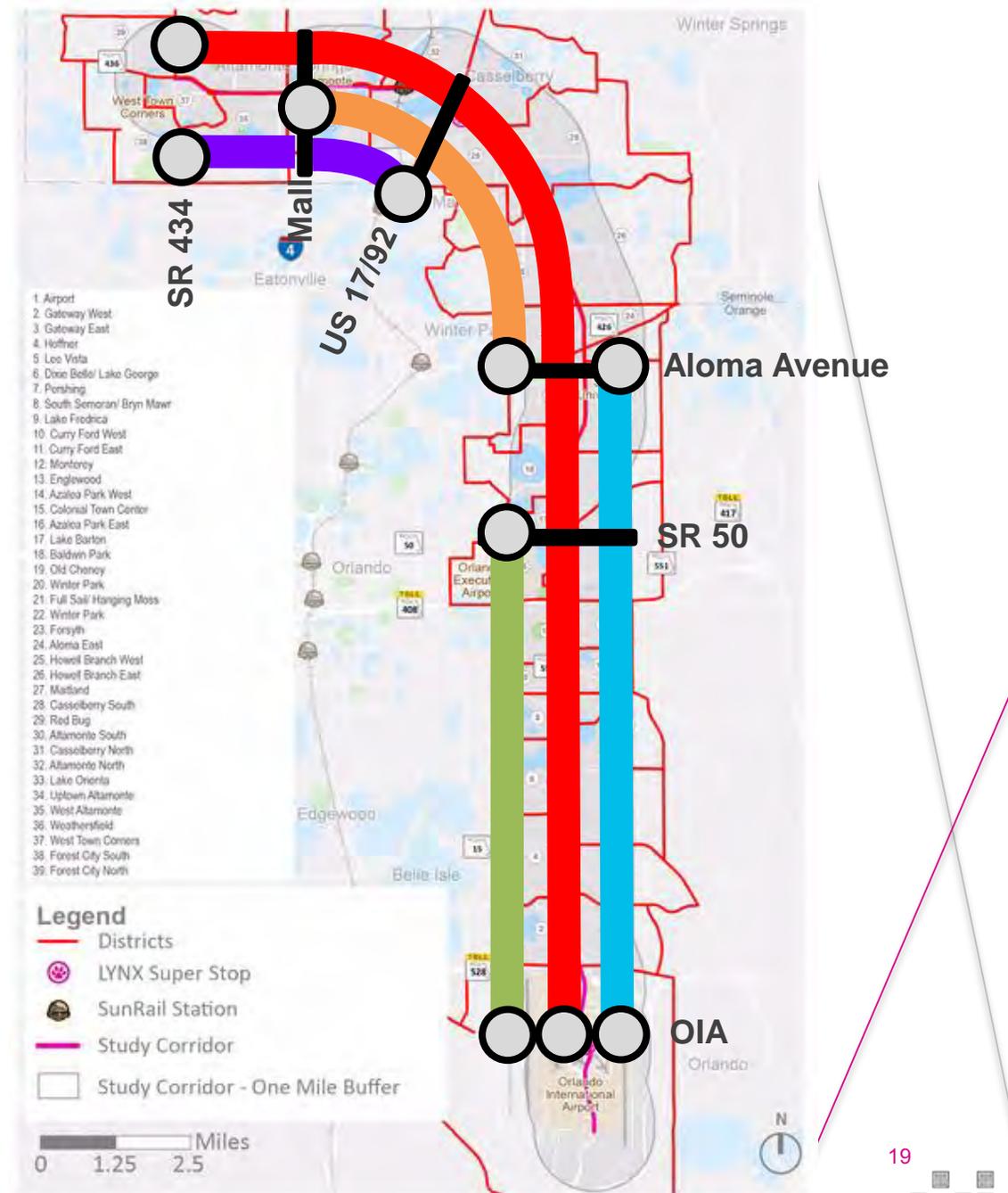
Corridor-Based BRT



**Federal Transit
Administration**

Level 2 Candidate Alternatives (Alignments/Segments)

- OIA to Altamonte Mall
- OIA to Aloma Avenue
- OIA to SR 50
- Aloma Avenue to SR 434
- US 17/92 to SR 434



Next Steps

- MetroPlan Committee & Board Meetings
- Next PAWG meeting in November
 - Present Level 2 screening results
 - Develop candidate Level 3 alternatives
- HIA working group meeting in October
- Continued Community Outreach

Information Item A: Information Item

To: LYNX Board of Directors

From: David Dees
 DIR RISK MANAGEMENT AND SAFETY
 Esther Mitchell
 (Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Information Item
 Notification of Settlement Agreement Pursuant to Administrative Rule 6

Date: 9/28/2017

LYNX General Liability Settlements (July 27, 2017 through August 10, 2017)

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
Fritzie Addae	10/16/2015	Passenger Incident	\$30,000.00	07/27/2017
Yessica Carela	07/07/2016	Bus Struck MV	\$10,000.00	07/27/2017
Hildy Taylor	10/29/2014	Bus Struck MV	\$49,500.00	08/03/2017
Jennifer Washington	03/29/2016	Bus Struck MV	\$938.22	08/03/2017
John Cayemitte	07/07/2016	Bus Struck MV	\$5,000.00	08/10/2017
Anthony McIntyre	07/20/2017	Bus Struck MV	\$267.47	08/10/2017
Tru Health Center	05/08/2017	Bus Struck Object	\$181.11	08/10/2017
Darren Wright	06/01/2017	Bike fell off bus	\$150.00	08/10/2017
William Stokes	07/05/2017	Bus Struck MV	\$2,735.80	08/10/2017

Monthly Report A: 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 - July & August 2017

Date: 9/28/2017

Advertising Sales

Advertising Sales	July 2017	August 2017
Advertising Sales Revenue	\$ 164,595	\$ 170,127
Net Revenue to LYNX Fiscal Year to Date	\$ 1,594,275	\$ 1,764,401

COMMUTER VANPOOL

Commuter Vanpool		
Vanpools	July 2017	August 2017
Vanpool Participants	844	*848
Total Revenue Miles YTD	2,511,390	*2,795,590
New Vanpools	3	*2
Returned Vanpools	4	*1
Current Vans in Service	178	*179
Pending Vanpool Interest	Veterans Affairs	Veterans Affairs
	Coleman Prison	Coleman Prison
	Lockheed Martin	Lockheed Martin
	TSA	TSA
	PEO STRI	PEO STRI
Phone Inquiries	45	*49

*Estimated Numbers

Monthly Report B: Communications 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: Communications Report - July & August 2017

Date: 9/28/2017

EVENTS

Train to Plane

Throughout July and August, LYNX and SunRail promoted Train to Plane on the second and fourth Wednesday of the month at Orlando International Airport. 266 passes were dispersed to OIA employees allowing them to commute to and from work for 30 days using the train and Links 11, 42 and 111.

Highlands Elementary Back to School Jamboree

LYNX participated in the Back to School Jamboree benefitting all Osceola County students on July 29. Approximately 400 students were in attendance and the agency provided students with youth IDs and transit information.

Lime Line Grand Opening & LYMMO 20

On August 4, the agency celebrated the opening of the LYMMO Lime line adding 2.1 miles and nine stops to the LYMMO system. The event included remarks from FTA Region 4 Administrator Dr. Yvette G. Taylor, Orlando Mayor Buddy Dyer and District 5 City Commissioner Regina I. Hill. The City and LYNX also unveiled a LYMMO bus featuring a commemorative 20th anniversary logo.

Back to School Fair John H. Bridges Center Apopka

On August 5, LYNX attended the Back to School Fair at the John H. Bridges Center in Apopka. Several Youth IDs were issued to students allowing them to ride the bus for half fare.

Osceola County Staff Tours LYNX

Members of the Osceola County staff toured LYNX Central Station on August 25. The group learned about existing service and the future of intermodal transportation in Osceola County with the addition of SunRail in 2018.

Valencia Week of Welcome

LYNX staff participated in Valencia College's Week of Welcome to provide students with information, brochures and trip planning assistance. In July 2017 LYNX entered into a partnership with Valencia College to provide free bus rides to students.

LYNX PRESS RELEASES | MEDIA NOTES: MAY 2017

- July 27 Valencia College and LYNX Partnership
- August 3 LYMMO Lime and 20 reminder.
- August 17 LYNX Board of Directors and Oversight Committee Meetings Canceled for August 24.
- August 17 Need a morning charge? Come Ride Downtown Orlando's First All-Electric LYMMO Bus.
- August 17 Additional Route Change on FastLink 406 for August 20 Service Enhancements.
- August 22 LYNX will be operating a holiday schedule on Labor Day September 4
- August 22 FastLink 441 Special Edition on August 24 LYNX Kissimmee Intermodal Station to First Baptist Orlando

- July 2 [Uber & Lyft begin picking up passengers at Orlando International Airport today](#)
Orlando Political Observer
People wishing to avoid taxis had developed several work-arounds, like taking the LYNX bus to get off airport property and having their Uber or Lyft ...
- July 17 [Magic Kingdom job brings joy, if not riches, for longtime Disney employee](#)
Orlando Sentinel
At the end of his shift, Beaver will board the LYNX 56 Bus back to the motel on U.S. Highway 192 where he's lived ... (Jacob Langston/Orlando Sentinel).
- July 19 [Orange County's Proposed \\$3.9B Budget Would Pay For More Deputies, Firefighters](#)
WMFE
Extra money will go the LYNX bus system as well as a program to expand affordable housing in Orange County and to fight the region's opioid ...
- July 28 [Valencia students, staff to ride LYNX bus for free](#)
Osceola News-Gazette
Student Celeste Felix-Colon, who takes the bus from her home in Intercession City to Valencia's Osceola Campus, said she was thrilled by the news, ...
- July 28 [Valencia Students and Employees Will Soon Ride Bus for Free, Thanks to New Agreement with ...](#)
Valencia College News
In addition, LYNX will add a bus route to Valencia's Lake Nona Campus, rerouting the existing Link 406 from downtown Orlando to Lake Nona.
- July 29 [Valencia students, staff will get free Lynx bus rides](#)
Orlando Sentinel
Lynx also will add a bus route to Valencia's Lake Nona campus, rerouting the existing service between downtown Orlando and Lake Nona.
- July 30 [New LYNX agreement to provide free bus rides to Valencia College students and employees](#)
Orlando Political Observer
“Public transportation is about providing access, which in turn affords opportunity for the entire community,” said LYNX CEO Edward Johnson in a ...

LYNX Board Agenda

[Seminole switching to natural-gas garbage trucks](#)

Orlando Sentinel

The Lynx regional bus company agreed in 2014 to convert its fleet to compressed natural gas over a seven-year period. Today, 70 of Lynx's 313 buses ...

[Free LYMMO Lime circulator set to open Friday, August 4](#)

Bungalower

July 31

The eastward expansion of the free Downtown bus circulator, LYMMO, is set to begin service on Friday, August 4. The new 2.1 mile stretch will serve ...

[Seminole switching to natural-gas garbage trucks](#)

Orlando Sentinel

August 1

The LYNX regional bus company agreed in 2014 to convert its fleet to ... that includes a CNG fueling station at 5722 N. Pine Hills Road in Orlando.

[New LYMMO line to connect to UCF Downtown, Creative Village \(Video\)](#)

Orlando Business Journal

Lynx currently accommodates 27 million passengers trips on 77 routes and a million passengers on LYMMO each year, Orlando Mayor Buddy Dyer ...

August 5

[Orlando's LYMMO expands Lime bus line to Creative Village, new UCF campus](#)

Orlando Sentinel

Transportation officials hope the Lime Line becomes the option for ... the state of Florida office complex, the federal courthouse and Lynx Central ... on to College Park; the other would travel south to Orlando Regional Medical Center...

[Orlando's LYMMO expands Lime bus line to Creative Village, new UCF campus](#)

Orlando Sentinel

August 8

“Instead of having to maneuver a line in some fashion into development, the development will build around us,” said Matt Friedman, spokesman for the ...

[Trouble with transit: Local boardings are on the decline — here's what's being done about it](#)

Orlando Business Journal

August 10

Trouble with transit: Local boardings are on the decline — here's what's being done ... The area has seen a decline in public transportation ridership.

- August 16 [Lynx buses to communicate with traffic signals](#)
Orlando Business Journal
Lynx buses to communicate with traffic signals ... The public bus agency is looking at technology designed to improve travel times and ridership.
- [LYNX launching first all-electric LYMMO bus, August 18](#)
Bungalower
The launch is part of a pilot project to explore the use of zero-emissions vehicles for the entire Downtown fleet of LYMMO buses. Three different ...
- August 18 [Orlando's first all-electric LYMMO buses launch this Friday](#)
Orlando Weekly (blog)
LYNX is looking to transition the Downtown LYMMO bus system to zero-emissions all-electric buses. Since 2010, the City of Orlando says they've ...
- [LYNX to Begin Testing All Electric Buses on LYMMO Routes](#)
Orlando Political Observer
City of Orlando, as part of the effort to become a 100% renewable energy by 2050, has been migrating its fleet to advanced fuel vehicles...
- August 19 [Electric bus dazzles Orlando, local transportation officials](#)
Orlando Sentinel
... partners to cover the other costs, including drivers, maintenance and bus-route infrastructure, Lynx spokesman Matt Friedman said. An electric bus ...
- August 23 [LYNX offering bus rides to funerals of fallen officers](#)
Orlando Sentinel
LYNX will be operating a special bus route Thursday, allowing members of the public to commute to the funeral of two...

SOCIAL MEDIA: JULY – AUGUST 2017

- July 1 Road detours due to 4th of July events.
- July 2 Fourth of July holiday schedule.
- July 3 Response to complaint about a bus blocking an intersection.
Response to complaint about leaving a customer behind.
Road detour due to Fireworks at Cranes Roost Park.
Response to concern regarding an ACCESS LYNX vehicle.
Response to complaint about loitering at a bus stop on US 192.
Shuttle service to Camping World Stadium for the Metallica concert.
- July 4 Road closures around Lake Eola Park due to Fireworks at the Fountain.
Happy Independence Day!
- July 5 Detour around Orlando City Stadium due to the Lions game.
Detour around Camping World Stadium due to Metallica concert.
Ride LYMMO to the Lions game!
- July 6 Response to complaint about maintenance issue.
Throwback Thursday.
- July 7 An All-Day pass can be purchased on the bus.
- July 8 Plan your weekend out with the family with these 42 free and cheap things to do in Orlando!
- July 9 Free family fun day at Mennello Museum!
- July 10 Wishing you a bright week!
LYNX Technology projects video.
Response to complaint about a delay because a bus operator was unfamiliar with the route.
- July 12 Response to complaint about a bus delay on Link 50.
We're hiring!
Response to a customer's positive feedback.
Response to inquiry regarding job postings.
- July 13 Response to complaint about loitering at bus shelters on US 192.
Response to complaint about a bus delay.
Hop onboard one of our cool buses and go somewhere fun!
- July 14 Where the rail meets the road. #TransportationHub
Thanked customer for positive feedback.

LYNX Board Agenda

- July 15 Lost and found open special hours for back to school students.
- July 16 National Ice Cream Day!
- July 17 We're ready to get you where you need to go today! Welcome aboard!
Bus stop change on Amelia Street and Parramore Avenue.
- July 18 Name that stop.
We may experience some delays due to heavy rain.
- July 19 Thanked customer for positive feedback.
Name that stop answer.
Train to Plane.
Response to customer complaint regarding smoking at the terminal.
Response to request to install a trash can at Colonial Drive bus stop.
Response to question about Train to Plane photograph.
- July 20 Throwback Thursday.
Service alert – Orlando City Stadium detour.
Thanked customer for positive feedback.
- July 21 Ride LYMMO to the Lions game!
Service alert – Orlando City Stadium detour.
- July 22 Ride LYNX for back to school shopping.
Response to question about Link 436S.
- July 23 Sunday Funday at Gatorland.
- July 24 Learn all about the SR 436 transit corridor project.
Response to inquiry about real-time technology.
- July 25 Train to Plane.
- July 26 Train to Plane event at Orlando International Airport.
Response to inquiry regarding Train to Plane event.
Response to complaint about Link 8.
- July 27 Throwback Thursday.
August 20 service changes approved.
Partnership with Valencia College.
- July 28 Bus stop change on Amelia Street and Westmoreland Drive.
August 20 service change.
- July 29 LYNX customer service team will be at Highlands Elementary to process
LYNX ID applications.
- July 30 Sunday Funday in Central Florida.

LYNX Board Agenda

- July 31 Response to customer feedback about Link 8.
Response to customer question about a bus stop.
LYMMO 20.
Hurricane Season reminder.
ABBG Survey.
- August 1 Lost and found will be open to accommodate back to school students.
- August 2 August 20 service change.
LYNX customer service team will be at back-to-school fair at John Bridges
Community Center.
- August 3 LYMMO 20
Response to inquiry about bus routes.
Response to complaint about Link 50.
- August 4 Response to customer inquiry about LYMMO Lime line opening event.
LYMMO Lime line opening and LYMMO 20 anniversary celebration.
Response to inquiry about the LYMMO Lime line.
- August 5 LYNX customer service team will be at the back-to-school fair at John Bridges
Community Center today.
Lost and found to accommodate back to school students.
- August 6 LYNX Forward survey.
- August 7 Welcoming another beautiful but steamy day in Orlando.
Response to customer concern about a bus operator's driving.
Response to complaint about Link 50.
Response to inquiry about bus service.
Response to inquiry about bus fares.
Response to inquiry about bus route from the airport.
- August 8 Train to Plane event at Orlando International Airport.
Response to customer feedback about service.
Response to complaint regarding a bus delay.
Response to complaint about delays on Link 51.
Response to complaint about a security officer at LYNX Central Station.
Response to concern about purchasing a bus pass.
- August 9 Train to Plane event at Orlando International Airport.
Response to complaint about a bus operator.
Link 21 resumes to its regular route.
August 20 service change new maps and schedules.
Response to inquiry about an online order.
- August 10 Throwback Thursday.
Bus stop relocation at Disney's Hollywood Studio.
Response to customer question about a service detour.

LYNX Board Agenda

- August 11 LYMMO 20 ride-along with Commissioner Stuart.
LYNX Lost & Found open to accommodate back-to-school students.
Response to inquiry about bus fares.
- August 12 Reminder: LYNX Lost & Found is open today.
- August 13 Sunday Funday.
- August 14 National Creamsicle Day!
LYNX Forward survey.
- August 15 August 20 service change.
Response to complaint about Link 56 delay.
Response to complaint about an operator's driving.
Response to question about the ABBG survey.
- August 16 Service alert: bus stop closure on West Colonial Drive.
Service alert: bus stop closure on Hughey Avenue.
Stop by LYNX Central Station with any questions.
- August 17 We're testing an electric bus on the LYMMO lines this week.
August 24 Board of Directors and Oversight Committee meetings canceled.
Detour around Orlando City Stadium due to the Lions game.
Additional changes to service on FastLink 406 on August 20.
Response to question about our physical location.
- August 18 LYMMO 20 ride-along.
New Flyer test drive at Orlando City Hall.
Response to comment about assisting an operator with a bus route.
Response to complaint about a bus operator.
Thanked customer for positive feedback about LYMMO.
LYNX Forward thinking.
August 20 service change.
Response to complaint about a bus operator.
- August 19 Ride LYMMO to the Lions game!
August service change.
- August 20 August service change in effect today.
Message of condolence for fallen Kissimmee officers.
- August 21 Solar eclipse.
- August 22 Labor day holiday schedule.
Response to complaint about ACCESS LYNX service.
Special edition of FastLink 406.
Response to complaint about a bus operator.

LYNX Board Agenda

- August 23 Train to Plane
ABBG survey bus passes.
Reminder: Special edition of FastLink 406.
Response to complaint about Links 37 and 125.

- August 24 Reminder: Last special edition bus departs at 9:40a.
Throwback Thursday.
Response to complaint about service.
Service alert: Orlando City Stadium detour.
Service alert: Link 3 detour due to construction.
Response to question about future plans for Universal Orlando route.

- August 25 LYMMO ride-along with Commissioner Patty Sheehan.
LYNX Forward.

- August 26 Service alert: Orlando City Stadium detour.
Ride LYMMO to the Lions game!

- August 27 Sunday Funday.

- August 28 Response to customer complaint about Link 50.
Labor Day holiday schedule.
Response to concern about a NeighborLink vehicle.
Response to comment about LYNX.
Response to complaint about a bus operator.
Response to complaint about a bus operator on Link 436S.
Response to inquiry about bus fares.

- August 29 Our maintenance team takes great pride in keeping our fleet in tip top shape.

- August 30 LYNX technology video.
Response to complaint about service.
Response to complaint about a bus operator on Link 37.
Response to inquiry about bus fares.

- August 31 UCF game day.
Response to complaint about Link 104 delays.

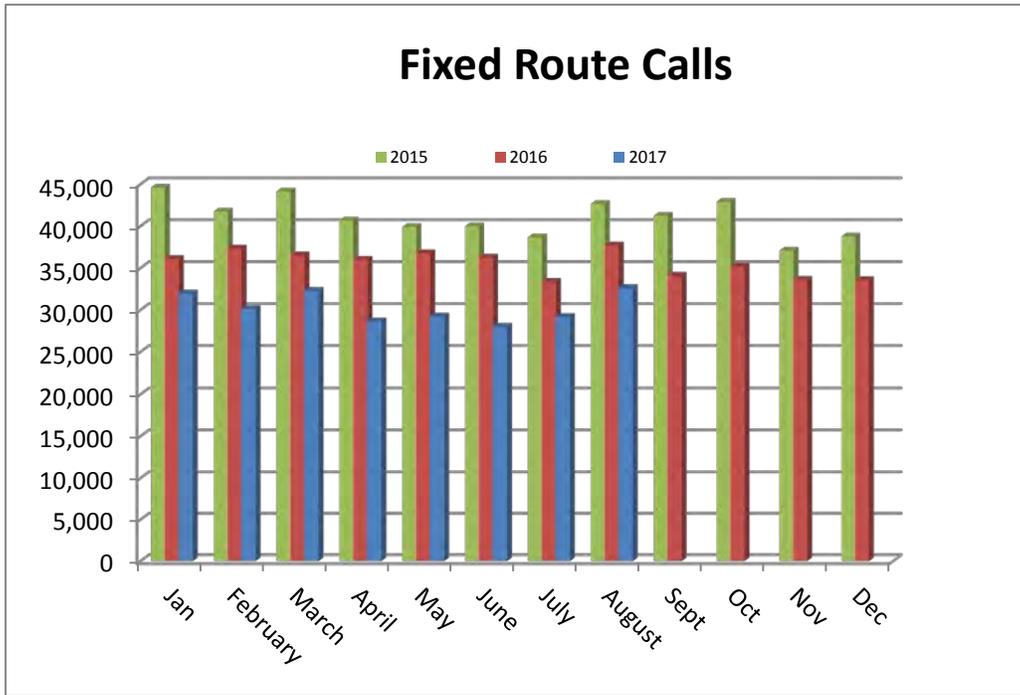
SOCIAL MEDIA USAGE	JULY 2017	AUGUST 2017
Facebook Likes	4,553	4,598
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	126,286	124,065

LYNX Board Agenda

Twitter Followers	4,770	4,846
WEBSITE USAGE		
Total Page Views	763,501	849,292
Total User Visits	101,708	112,173

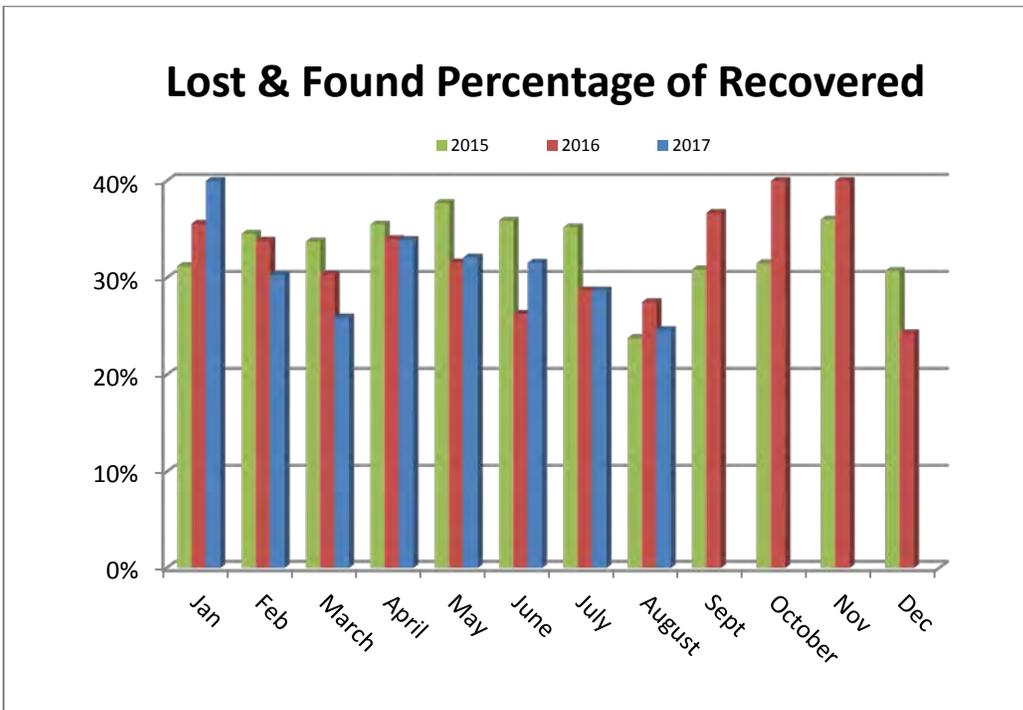
CUSTOMER SERVICE

Fixed Route Calls



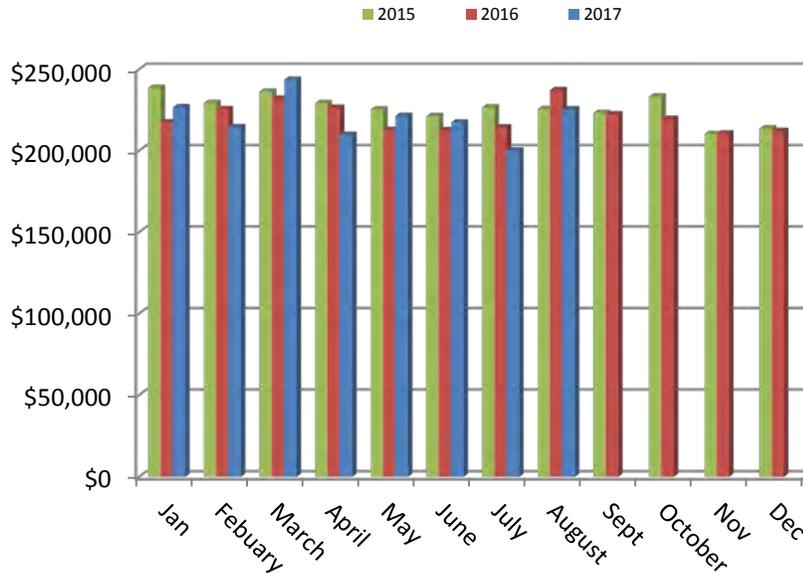
	2015	2016	2017
July	38,673	33,343	29,173
August	42,648	37,702	32,628

Lost & Found Percentage of Recovered



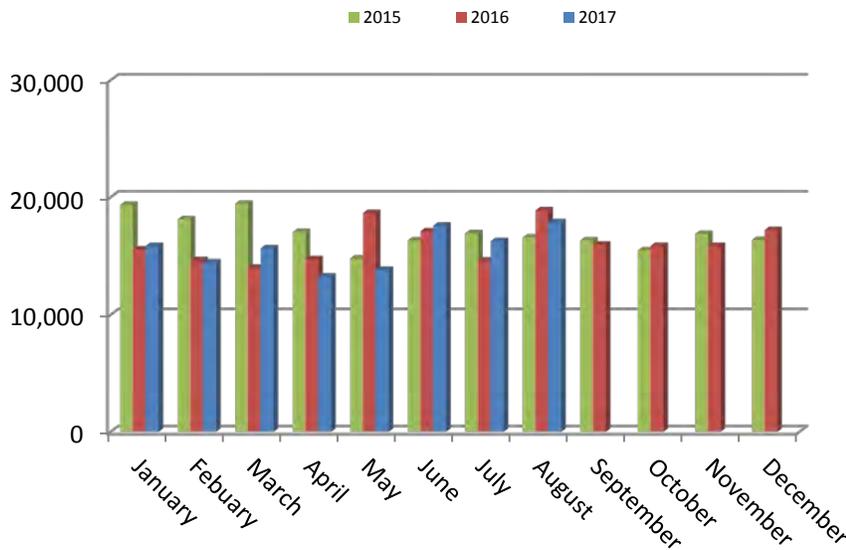
	2015	2016	2017
July	35.20%	28.70%	28.69%
August	23.8%	27.5%	24.61%

Fare Media Sales at LCS



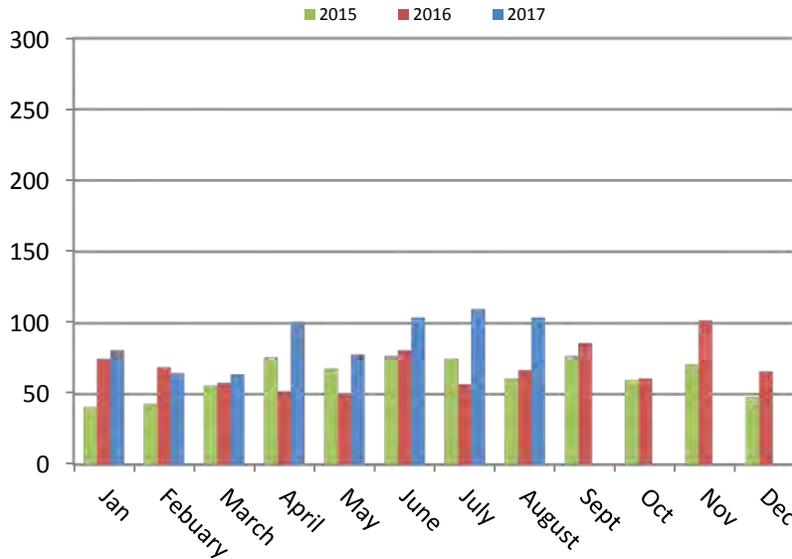
	2015	2016	2017
July	\$226,497	\$214,304	\$200,082
August	\$225,570	\$237,206	\$225,447

Customers Served at LCS



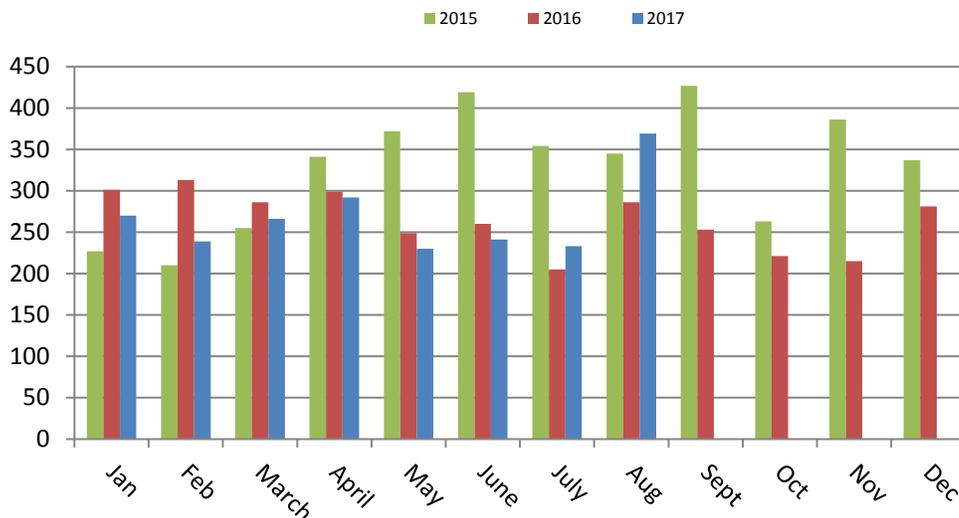
	2015	2016	2017
July	16,905	14,576	16,232
August	16,549	18,862	17,854

Paratransit Concerns



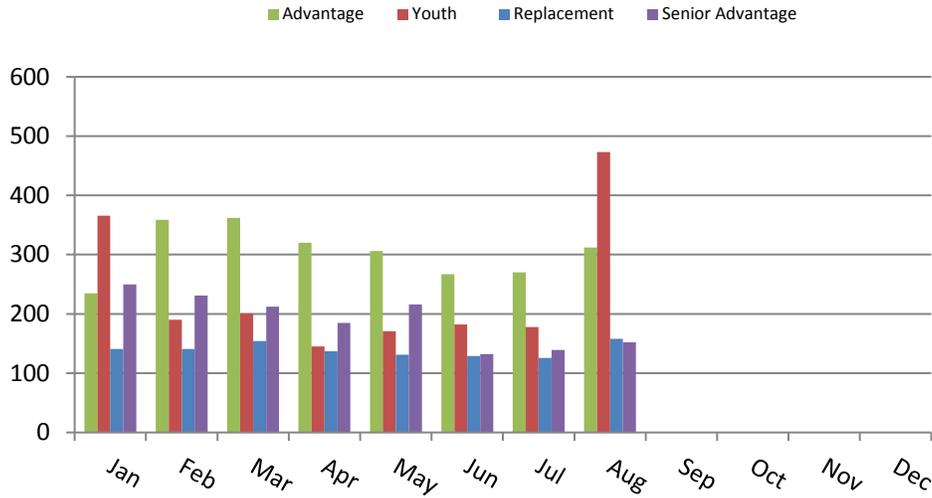
	2015	2016	2017
July	75	57	110
August	61	67	104

Fixed Route Concerns



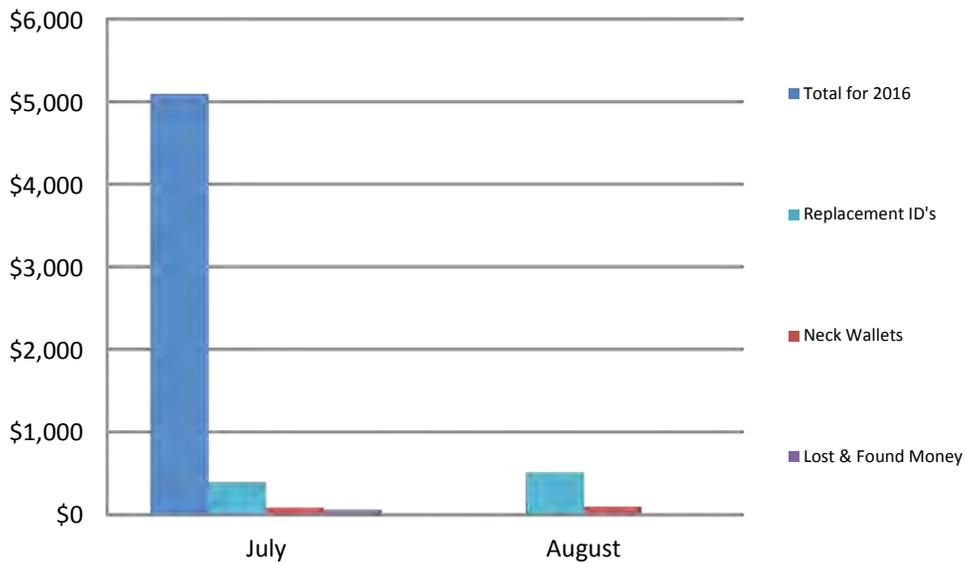
	2015	2016	2017
July	354	205	233
August	345	286	369

IDs ISSUED in 2017



	2015	2016	2017
July	866	768	713
August	1166	1198	1095

Income Generated Revenue



	Replacement ID's	Neck Wallets	Lost & Found Money
July	\$390	\$84	\$60.16
August	\$508	\$96	\$15.30

Monthly Report C: Ridership Report

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
Clifford Satter
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: FY2017 Ridership Report thru July 2017

Date: 9/28/2017

YEAR TO DATE (JULY 2017)

<i>Service Mode</i>	<i>Oct-Jul(FY2016)</i>	<i>Oct-Jul(FY2017)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	609,188	571,764	-6.14%
LYMMO (GRAPEFRUIT LINE)	392,189	335,104	-14.56%
LYMMO (LIME LINE)	40,936	59,904	46.34%
LYMMO (NORTH QUARTER)	26,910	35,802	33.04%
REGULAR FIXED-ROUTE	20,717,214	19,740,008	-4.72%
NEIGHBORLINK	142,227	129,337	-9.06%
SUBTOTAL - FIXED, NL, + LYMMO	21,928,664	20,871,919	-4.82%
SPECIAL SHUTTLE	71,793	57,945	N/A
EXPRESS LINK 208	8,383	6,359	-24.14%
ACCESS LYNX	452,437	483,673	6.90%
VANPOOL	322,884	374,202	15.89%
SUBTOTAL - OTHER SERVICES	855,497	922,179	7.79%
TOTAL ALL SERVICES	22,784,161	21,794,098	-4.35%

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 July 2017, total LYMMO ridership is down by six (6.23%) 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 July was 11,349. This was 2,008 fewer riders than July 2016.

VanPool

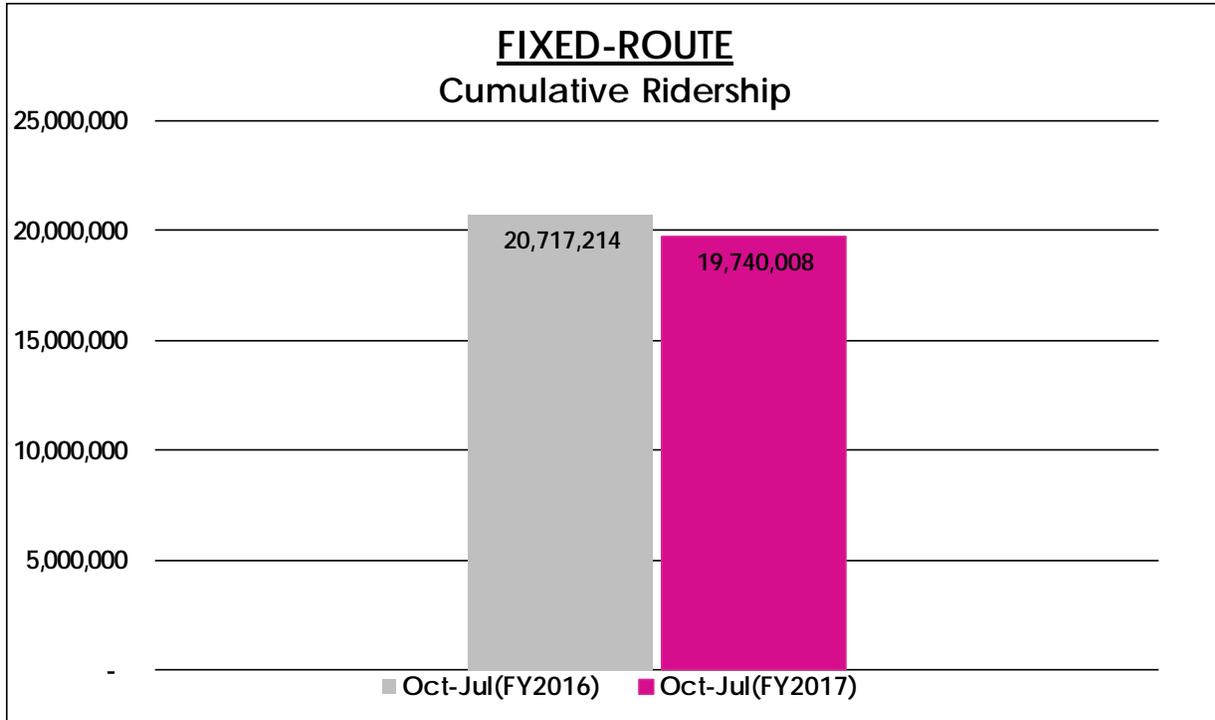
The number of vanpools in service has increased over the last fiscal year giving LYNX a sixteen (15.89%) percent increase in ridership so far this year.

Fixed-Route

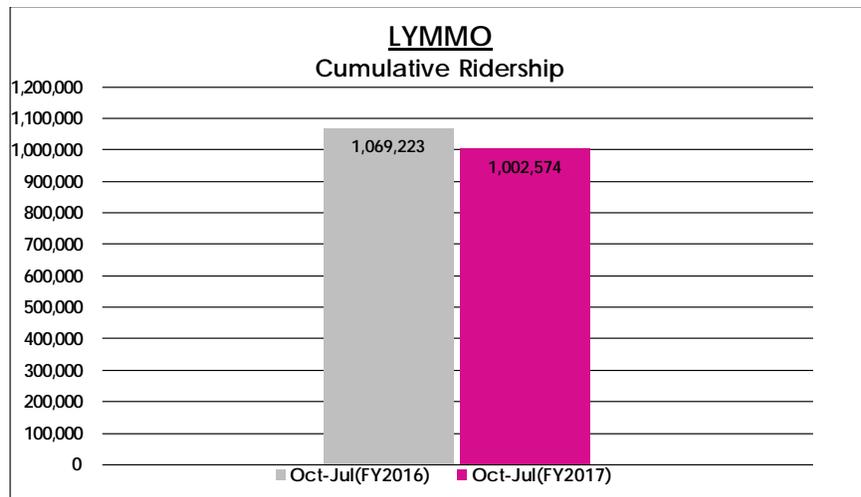
Fixed route ridership continues to fall short of FY 2016 ridership by five (4.72%) percent. Lower gas prices may be the primary reason for the decrease. The overall cost for gas is significantly lower than the peak cost that was seen in 2008 – when it was \$4.11 per gallon. Other factors may include the improving economy and customers shifting from LYNX services to SunRail for at least a portion of their weekday commute.

ACCESS LYNX

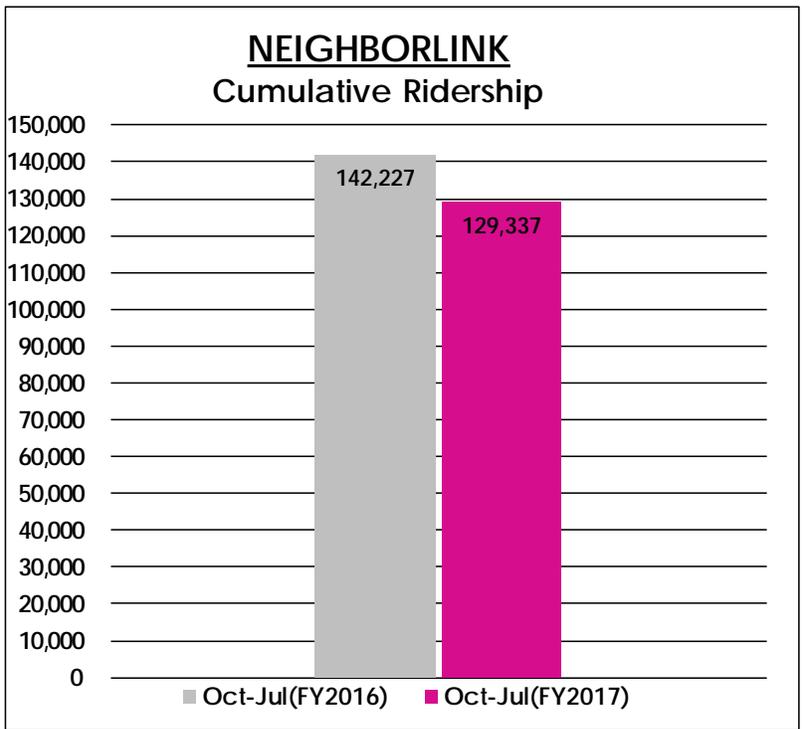
ACCESS LYNX ridership is up by seven (6.90%) percent over fiscal year 2016 through July 2017.



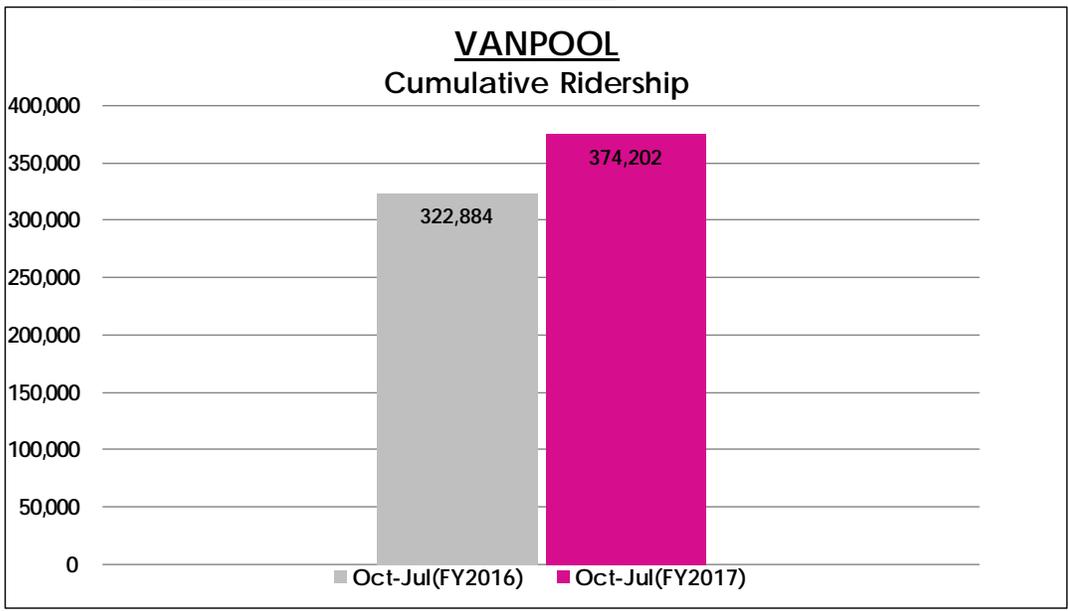
Period	FY TOTAL	Retail Gasoline Prices in Florida	Jul-16	Jul-17	Change
Oct-Jul(FY2016)	20,717,214	Source: U.S. Energy Info Administration			
Oct-Jul(FY2017)	19,740,008		\$2.35	\$2.41	2.94%
Change (%)	-4.72%				



Service Mode	FY 2016	FY 2017	% Change
LYMMO (ORANGE - Downtown)	609,188	571,764	-6.14%
LYMMO (GRAPEFRUIT)	392,189	335,104	-14.56%
LYMMO (LIME)	40,936	59,904	46.34%
LYMMO (N. QUARTER CIRCULATOR)	26,910	35,802	33.04%
TOTAL	1,069,223	1,002,574	-6.23%

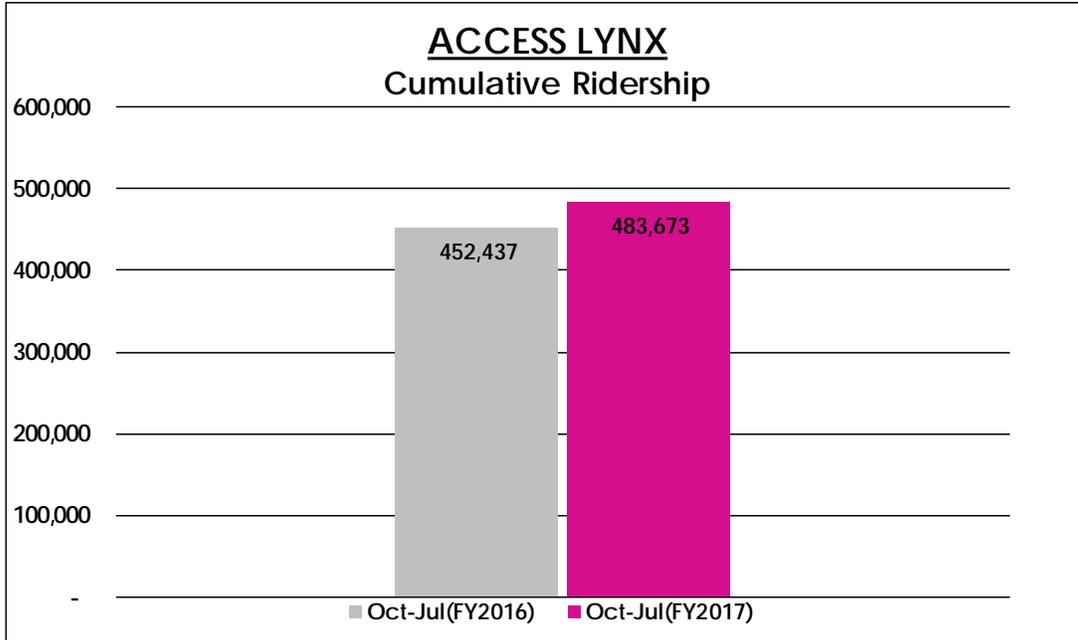


Period	FY TOTAL
Oct-Jul(FY2016)	142,227
Oct-Jul(FY2017)	129,337
Change (%)	-9.06%



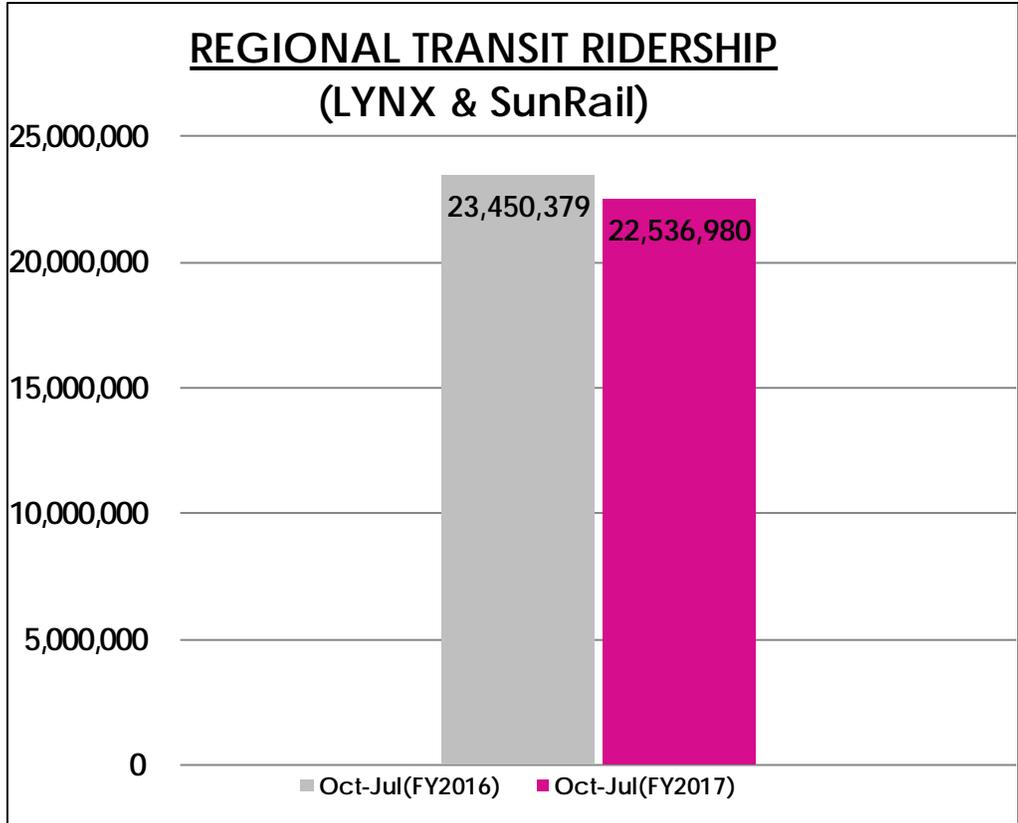
Period	FY TOTAL
Oct-Jul(FY2016)	322,884
Oct-Jul(FY2017)	374,202
Change (%)	15.89%

Vehicles Operated in Maximum Service	Jul-16	Jul-17	Change
Vehicles Operated	122	146	19.67%



Period	FY TOTAL
Oct-Jul(FY2016)	452,437
Oct-Jul(FY2017)	483,673
Change (%)	6.90%

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.



<i>Period</i>	<i>FY TOTAL</i>
Oct-Jul(FY2016)	23,450,379
Oct-Jul(FY2017)	22,536,980
Change (%)	-3.90%

SUNRAIL

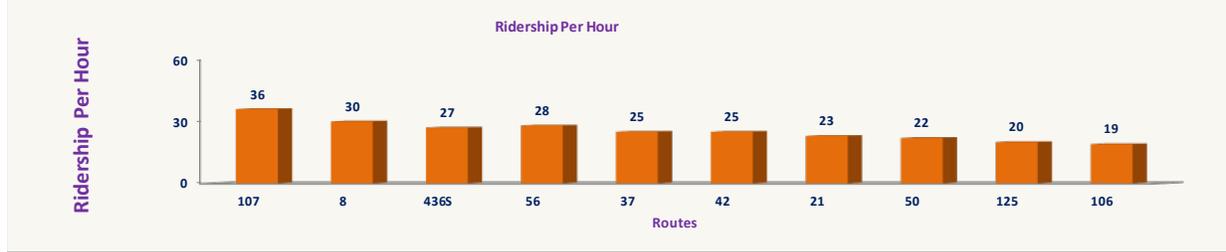
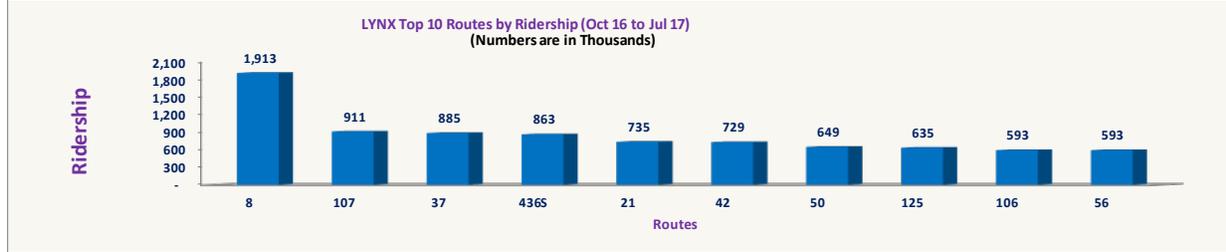
SunRail Monthly Ridership by Station													
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17
Days of Operation	20	23	21	20	21	22	21	21	25	20	22	22	20
SunRail Station	Ridership Totals												
DeBary	8,560	8,853	7,370	6,645	7,616	8,916	8,495	8,911	11,657	7,574	8,094	8,638	8,338
Sanford	5,380	5,663	4,987	4,575	5,153	5,539	5,106	5,047	6,806	4,794	4,943	5,399	5,167
Lake Mary	6,466	7,411	6,445	6,143	6,821	7,627	6,684	6,503	9,533	6,971	6,474	6,973	6,628
Longwood	4,573	4,897	4,552	4,215	4,900	5,430	4,963	4,961	6,656	4,639	4,829	4,840	4,485
Altamonte Springs	4,627	5,121	4,699	4,440	4,984	5,472	5,034	5,069	6,723	4,553	4,701	5,107	4,597
Maitland	3,159	3,657	2,946	2,717	2,990	3,170	3,515	3,370	5,207	3,332	3,516	3,378	3,158
Winter Park	7,828	7,045	5,407	5,131	6,608	11,164	7,171	7,340	14,185	6,941	6,082	7,348	7,344
Florida Hospital/Health Village	4,022	4,113	3,681	3,494	3,827	3,872	3,892	4,108	5,290	3,994	4,422	4,568	4,379
LYNX Central Station	7,281	8,609	8,151	7,662	8,240	8,357	7,416	7,687	9,503	7,969	8,737	8,524	7,746
Church Street Station	7,355	8,278	7,154	6,466	7,313	8,001	7,788	8,391	12,136	7,924	8,284	8,754	7,170
Orlando Health/Amtrak	2,247	2,717	2,673	2,531	2,646	2,006	2,854	2,677	3,417	2,698	2,865	2,741	2,406
Sand Lake	8,522	8,899	8,047	7,186	8,267	9,349	8,627	8,766	12,093	8,230	8,644	9,270	8,660
Monthly Station Total	70,020	75,263	66,112	61,205	69,365	78,903	71,545	72,830	103,206	69,619	71,591	75,540	70,078
Average Daily Station Total	3,501	3,272	3,148	3,060	3,303	3,587	3,407	3,468	4,128	3,481	3,254	3,434	3,504

SUNRAIL FEEDER BUS

	Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area												
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17
Days of Operation	20	22	22	23	21	22	21	21	25	20	22	22	20
SunRail Station	Ridership Totals												
Sanford	366	337	438	515	350	450	473	490	435	427	455	406	466
Lake Mary	97	105	88	113	90	104	58	104	99	112	124	112	105
Longwood	73	70	62	66	64	67	70	69	77	56	57	49	50
Altamonte Springs	196	173	157	148	191	184	167	200	205	145	167	169	158
Maitland	18	19	18	20	21	15	19	22	18	27	21	24	18
Winter Park	238	223	203	246	225	255	295	288	270	356	346	343	265
Florida Hospital/Health Village	440	440	456	479	390	319	424	458	350	466	446	448	414
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	26	19	18	28	18	26	19	15	22	21	19	20	29
Sand Lake Road	277	284	279	272	289	246	255	293	276	265	357	319	319
Total - All Station	1,731	1,670	1,719	1,887	1,638	1,666	1,780	1,939	1,752	1,875	1,992	1,890	1,824

**FY 2017 LYNX
TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 16 to JUL 17)**

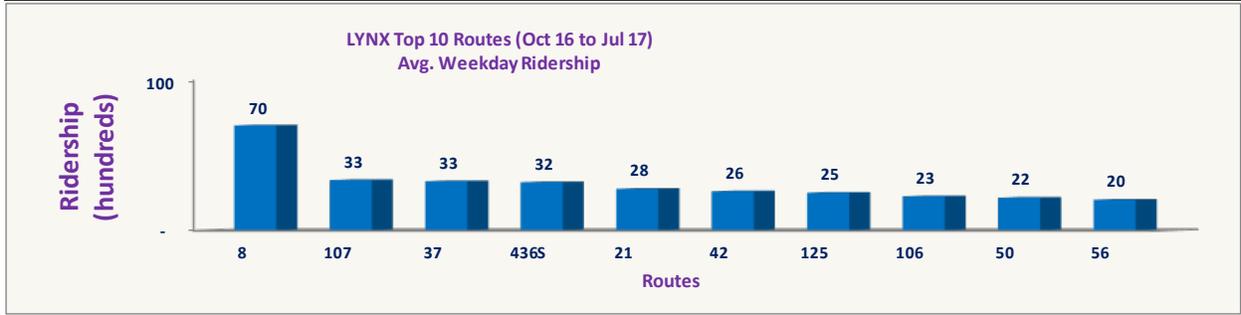
Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	YTD	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	194,467	193,975	191,154	192,242	184,465	202,122	194,133	201,321	178,979	179,756	-	-	1,912,614	9.69%
2	107	SOUTH US 441/FLA MALL	93,857	93,890	93,151	95,074	93,100	98,234	88,041	89,484	82,849	83,455	-	-	911,135	4.62%
3	37	PARK PROMENADE/FLORIDA MALL	90,253	90,572	87,447	90,495	87,084	93,337	88,692	89,852	84,343	83,126	-	-	885,201	4.48%
4	4365	4365 - SOUTH S R 436	88,124	89,278	88,708	88,469	86,222	89,650	85,369	86,673	80,863	79,257	-	-	862,613	4.37%
5	21	CARVER SHORES	73,481	74,845	74,374	76,968	72,957	77,943	71,688	74,382	67,944	69,934	-	-	734,516	3.72%
6	42	INTL DR/ORLANDO INTL AIRPORT	73,583	77,175	73,525	72,497	68,166	76,675	75,070	73,585	68,309	70,530	-	-	729,115	3.69%
7	50	DOWNTOWN ORLANDO/MAGIC KIN	67,551	63,994	65,185	61,101	55,848	63,641	67,652	69,571	66,236	67,957	-	-	648,736	3.29%
8	125	SILVER STAR RD CROSSTOWN	64,320	64,855	63,618	67,270	63,641	69,251	64,129	65,625	57,277	54,526	-	-	634,512	3.21%
9	106	NORTH US 441/AOPKA	60,110	61,566	61,620	61,714	60,646	64,798	59,071	58,201	53,673	51,378	-	-	592,777	3.00%
10	56	WEST US 192/MAGIC KINGDOM	60,959	62,195	61,914	59,864	56,215	61,199	57,339	59,792	55,867	57,822	-	-	593,166	3.00%
CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)															19,740,008	43%



**TOP 10 ROUTES REPRESENT
43% OF LYNX ENTIRE FIXED-ROUTE RIDERSHIP**

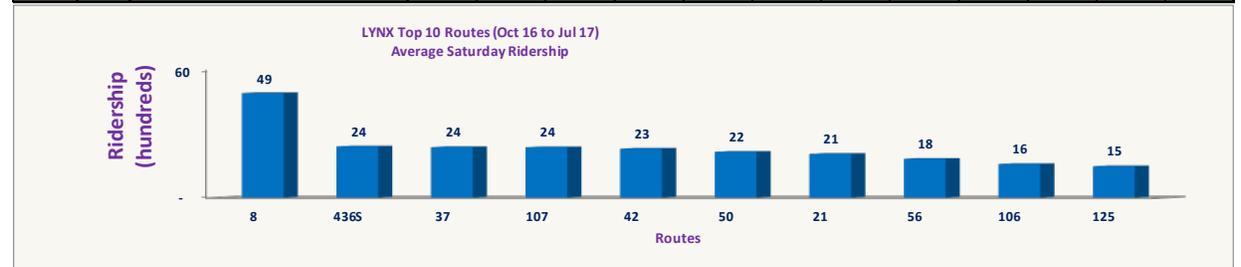
**FY 2017 LYNX TOP 10 FIXED-ROUTES
AVERAGE WEEKDAY RIDERSHIP (OCT 16 to JUL 17)**

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	7,329	7,218	6,474	5,913	-	-
2	107	SOUTH US 441/FLA MALL	3,435	3,633	3,305	3,566	3,789	3,510	3,328	3,291	3,089	2,472	-	-
3	37	PARK PROMENADE/FLORIDA MALL	3,323	3,496	3,239	3,407	3,538	3,354	3,431	3,266	3,124	2,472	-	-
4	436S	436S - SOUTH S R 436	3,275	3,460	3,319	3,370	3,534	3,267	3,364	3,270	3,063	2,057	-	-
5	21	CARVER SHORES	2,746	2,871	2,739	2,913	2,960	2,820	2,751	2,745	2,539	2,486	-	-
6	42	INTL DR/ORLANDO INTL AIRPORT	2,531	2,827	2,629	2,630	2,683	2,680	2,810	2,570	2,412	2,181	-	-
7	125	SILVER STAR RD CROSSTOWN	2,523	2,610	2,467	2,662	2,684	2,600	2,613	2,540	2,215	2,071	-	-
8	106	NORTH US 441/APOPKA	2,263	2,429	2,327	2,332	2,474	2,343	2,346	2,217	1,995	1,849	-	-
9	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,211	2,202	2,173	2,044	2,031	2,111	2,303	2,282	2,265	2,051	-	-
10	56	WEST US 192/MAGIC KINGDOM	2,018	2,226	2,141	2,092	2,116	2,081	2,028	2,041	1,948	1,643	-	-



**FY 2017 LYNX TOP 10 FIXED-ROUTES
AVERAGE SATURDAY RIDERSHIP (OCT 16 to JUL 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	5,245	5,103	4,959	3,513	-	-
2	436S	436S - SOUTH S R 436	2,613	2,648	2,360	2,346	2,489	2,404	2,415	2,341	2,405	2,034	-	-
3	42	INTL DR/ORLANDO INTL AIRPORT	2,562	2,616	2,259	2,159	2,242	2,421	2,369	2,489	2,413	1,485	-	-
4	107	SOUTH US 441/FLA MALL	2,546	2,348	2,257	2,345	2,386	2,542	2,520	2,238	2,178	2,327	-	-
5	37	PARK PROMENADE/FLORIDA MALL	2,396	2,388	2,291	2,249	2,484	2,462	2,439	2,374	2,312	2,336	-	-
6	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,259	2,190	1,975	1,974	2,055	2,066	2,367	2,273	2,182	2,212	-	-
7	21	CARVER SHORES	2,057	2,208	2,124	2,041	2,223	2,107	2,140	2,066	1,919	1,676	-	-
8	56	WEST US 192/MAGIC KINGDOM	2,010	1,959	1,837	1,741	1,871	1,794	1,802	1,752	1,789	1,742	-	-
9	106	NORTH US 441/APOPKA	1,688	1,613	1,536	1,536	1,748	1,705	1,581	1,307	1,620	1,461	-	-
10	125	SILVER STAR RD CROSSTOWN	1,423	1,569	1,512	1,520	1,661	1,551	1,597	1,451	1,400	1,065	-	-



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	53,289	63,182	65,095	61,807			571,764
LYMMO (GRAPEFRUIT LINE)	31,695	34,840	33,596	34,152	32,790	32,388	31,799	37,572	32,612	33,660			335,104
LYMMO (LIME LINE)	7,849	6,577	6,100	7,403	6,306	6,602	6,357	4,176	4,473	4,061			59,904
LYMMO (CIRCULATOR)	3,886	3,470	2,996	3,180	3,426	3,390	3,955	3,353	4,075	4,071			35,802
REGULAR FIXED-ROUTE	2,018,447	2,028,206	2,008,409	2,026,282	1,942,973	2,081,060	1,952,481	2,002,790	1,850,489	1,828,871			19,740,008
NEIGHBORLINK	13,208	13,330	12,928	13,473	13,036	13,912	12,614	13,291	12,196	11,349			129,337
SUBTOTAL - FIXED ROUTE	2,129,728	2,140,678	2,120,266	2,141,494	2,051,010	2,191,125	2,060,495	2,124,364	1,968,940	1,943,819	-	-	20,871,919
SPECIAL SHUTTLES	670	5,660	7,725	23,855	-	1,601	18,434	-	-	-			57,945
EXPRESS LINK 208	604	727	796	601	480	511	524	821	693	602			6,359
ACCESS LYNX	46,490	47,956	46,737	47,936	46,326	52,682	48,850	51,047	47,846	47,803			483,673
VANPOOL	36,474	36,918	36,120	36,896	36,951	39,276	37,774	38,507	37,999	37,287			374,202
SUBTOTAL - OTHER SERVICES	84,238	91,261	91,378	109,288	83,757	94,070	105,582	90,375	86,538	85,692	-	-	922,179
TOTAL ALL SERVICES	2,213,966	2,231,939	2,211,644	2,250,782	2,134,767	2,285,195	2,166,077	2,214,739	2,055,478	2,029,511	-	-	21,794,098
% 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%	-2.30%	12.64%	-2.76%	-18.20%			-6.14%
LYMMO (GRAPEFRUIT LINE)	-35.30%	-9.34%	-1.00%	-9.21%	-19.62%	-17.37%	-3.92%	1.02%	-22.38%	-17.74%			-14.56%
LYMMO (LIME LINE)	N/A	N/A	N/A	578.55%	23.43%	-5.12%	-19.73%	-54.01%	-22.52%	-18.86%			46.34%
LYMMO (CIRCULATOR)	N/A	N/A	N/A	184.44%	-11.63%	-11.28%	4.00%	-13.49%	-15.61%	-27.12%			33.04%
REGULAR FIXED-ROUTE	-11.67%	-2.20%	-5.98%	1.15%	-3.76%	-2.11%	-4.66%	-2.56%	-6.74%	-7.92%			-4.72%
NEIGHBORLINK	-20.49%	-3.62%	-7.93%	0.15%	-8.86%	-7.12%	-13.54%	-0.69%	-10.84%	-15.03%			-9.06%
SUBTOTAL - FIXED ROUTE	-12.06%	-2.16%	-5.59%	1.37%	-3.91%	-2.41%	-4.69%	-2.33%	-7.02%	-8.59%			-4.82%
SPECIAL SHUTTLES	N/A			N/A									
EXPRESS LINK 208	-40.49%	-20.72%	-10.66%	-16.41%	-48.16%	-42.97%	-28.90%	10.20%	-20.25%	-9.88%			-24.14%
ACCESS LYNX	0.39%	14.39%	10.22%	15.00%	7.79%	14.24%	7.91%	11.90%	8.82%	8.23%			6.90%
VANPOOL	15.26%	23.40%	21.20%	18.15%	13.31%	16.76%	13.94%	16.88%	12.31%	9.31%			15.89%
SUBTOTAL - OTHER SERVICES	-10.68%	15.65%	19.98%	34.11%	5.93%	7.52%	19.58%	0.93%	3.29%	1.42%			7.79%
TOTAL ALL SERVICES	-12.00%	-1.53%	-4.74%	2.61%	-3.55%	-2.03%	-3.72%	-2.20%	-6.62%	-8.21%			-4.35%
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

JULY 2017 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in July 2017 was 2,029,511. This represents a decrease of 8.21% over the previous year (July 2016).

July Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>July-16</i>	<i>July-17</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	3,113	2,293	-26.36%
	Saturday	1,123	1,475	31.33%
	Sunday	1,279	1,430	11.77%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,560	1,270	-18.58%
	Saturday	793	789	-0.50%
	Sunday	961	720	-25.08%
LYMMO (LIME LINE)	Weekday	210	148	-29.43%
	Saturday	81	94	16.10%
	Sunday	68	106	55.44%
LYMMO (NORTH QUARTER)	Weekday	191	151	-20.89%
	Saturday	251	93	-63.09%
	Sunday	84	97	14.95%
REGULAR FIXED-ROUTE	Weekday	74,612	71,259	-4.49%
	Saturday	54,927	44,244	-19.45%
	Sunday	36,548	30,412	-16.79%
EXPRESS LINK 208	Weekday	33	26	-22.04%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	1,725	1,860	7.83%
	Saturday	1,001	1,086	8.49%
	Sunday	589	664	12.73%
NEIGHBORLINK	Weekday	571	490	-14.19%
	Saturday	386	305	-20.98%
VANPOOL	Weekday	1,432	1,573	9.85%
	Saturday	293	294	0.34%
	Sunday	258	256	-0.78%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	83,447	79,070	-5.25%
	Saturday	58,855	48,380	-17.80%
	Sunday	39,787	33,684	-15.34%

*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 D: Monthly Financial Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - August 31, 2017

Date: 9/28/2017

Please find attached the preliminary monthly financial report for the eleven months ending August 31, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eleven months ending August 31, 2017 reflect total revenue earned in the amount of \$112,942,660 and total expenses incurred in the amount of \$111,864,244 resulting in a net operating profit of \$1,078,416.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$2,480,807 for the eleven months of the fiscal year.
- Paratransit services resulted in a loss of (\$1,402,391) for the eleven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 96% of the budgeted amount as of August 2017. Customer fares are 96% or (\$818,676) less than the budgeted amount year-to-date. Fixed route ridership continues to fall nationally. Factors affecting transit ridership may include the modal shift of some customers from LYNX bus services to SunRail for at least a portion of their weekday commute and the increase in auto sales year over year. "Nationally, just as in Florida, transit properties have experienced a decrease in ridership as a result of the increase in active transportation and the use of transportation network companies.

In addition, we are in the middle of major construction projects, such as I-4 Ultimate in Orlando, which is impacting modal choice.

Advertising revenue is 84% of the amount budgeted for the month of August 2017. Advertising year-to-date is 18% lower or (\$399,857) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through August 31, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$1,176,114, \$561,819 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 August 2017, 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 105% or (\$365,860) over than budget year-to-date. In the month of August LYNX paid an average price of \$1.74 (net) per gallon for diesel fuel and \$1.36 (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 August 2017 was \$2.25 (net).

LYNX’ staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 7% or \$3,217,702 under budget, while fringe benefits are 4% or \$934,370 under budget respectively, both together remain \$4,152,072 under budget due to various vacancies as of August 31, 2017. Professional service expenses are 59% or \$3,329,577 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 eleventh month of the fiscal year currently amounts to \$22,784 for CNG purchases.

Paratransit Operations:

Paratransit’s operational loss for the year is currently (\$1,402,391). In March 2017, the LYNX Board of Directors approved an increase in the contract amount for MV Transportation in the amount of \$1,558,788, of which \$1,159,480 is being funded through the use of reserves. The year-to-date cost of unleaded fuel is 20% over budget or (\$300,183) for the eleven months of the new fiscal year. During the month of August 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 \$1.70 (net) per gallon. The national unleaded fuel price for the month of August 2017 was \$2.16 (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.)	494,459	\$31.44	\$15,545,790
Budget (rounding)	496,210	\$30.77	\$15,268,382
Trips / Costs Under (Over) Budget	1,751	(\$0.67)	(\$277,408)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
August 31, 2017 and 2016
(UNAUDITED)

	2017	2016
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 46,208,541	30,334,628
Receivables:		
Local, trade and operating assistance	2,515,039	6,365,619
Federal grants	5,581,103	13,961,732
State grants	6,388,356	6,678,424
Inventory	2,046,579	1,861,434
State fuel tax refund	109,468	138,550
Prepaid expenses and other assets	802,622	706,196
	63,651,710	60,046,582
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	6,609,932	14,870,333
Property and equipment:		
Land	10,018,522	8,161,465
Buildings and shelters	95,078,964	93,606,716
BRT Roadway	6,522,100	6,522,100
Revenue vehicles	166,468,013	158,149,257
Furniture, Fixtures & Equipment	42,978,194	39,771,357
Leasehold improvements	219,390	205,476
Total property and equipment	321,285,183	306,416,371
Less: accumulated depreciation	(184,085,999)	(168,504,434)
Construction in progress	25,838,748	23,701,510
Net property and equipment	163,037,933	161,613,448
Net Pension asset	-	6,283,485
Total noncurrent assets	169,647,865	182,767,266
TOTAL ASSETS	233,299,574	242,813,848
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
	10,271,294	4,137,006

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
August 31, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,102,711	14,626,063
Accrued salaries and related taxes	2,034,844	1,485,684
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	-	330,123
Loans payable, current	-	813,225
Unearned operating revenue	6,600,118	5,906,520
Unearned capital	4,734,100	4,276,975
Derivative instrument - fuel hedge	130,377	821,949
Total current liabilities	<u>25,108,522</u>	<u>34,528,201</u>
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
Total noncurrent liabilities	<u>10,544,818</u>	<u>9,338,226</u>
Total liabilities	<u>35,653,340</u>	<u>43,866,427</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	159,112,274	153,394,554
Restricted	1,600,000	-
Unrestricted	46,662,522	48,371,080
Total net position	<u>207,374,796</u>	<u>201,765,634</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 243,028,136</u>	<u>\$ 245,632,060</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2017 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2017
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 23,986,909	23,366,515	97%	\$ 2,180,628	\$ 2,168,868	99%
Contract Services:						
Local Financial Assistance	13,282,530	13,144,446	99%	1,207,503	1,196,237	99%
Other Contractual Services	4,151,335	4,062,679		377,394	362,958	
Advertising	2,165,290	1,765,433	82%	196,845	164,786	84%
Other Operating Income	915,349	770,443	84%	134,035	19,810	15%
Total Operating Revenues	44,501,413	43,109,516	97%	4,096,404	3,912,659	96%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	9,417,587	9,297,526	99%	856,144	845,230	99%
Local	44,503,378	44,503,379	100%	4,045,762	4,045,762	100%
Planning and other assistance grants:						
Federal - Other	16,000,376	13,152,579	82%	1,451,531	1,114,177	77%
State of Florida - Other	2,924,634	2,440,187	83%	285,879	244,014	85%
Local Matching - Other	1,003,750	168,418	N/A	91,250	-	N/A
Interest Income	28,537	171,937	603%	2,594	30,436	1173%
Gain / (Loss) on Sale of Assets	-	99,118	N/A	-	4,527	N/A
Total Nonoperating Revenues	73,878,263	69,833,144	95%	6,733,161	6,284,144	93%
Total Revenues	118,379,675	112,942,660	95%	10,829,565	10,196,803	94%
OPERATING EXPENSES						
Salaries and Wages	44,402,290	41,170,344	93%	4,036,572	3,816,802	95%
Fringe Benefits	25,227,959	24,298,499	96%	2,293,451	1,854,687	81%
Purchased Transportation Services	17,977,319	17,758,325	99%	1,832,693	1,582,965	86%
Fuel	8,552,461	9,218,504	108%	777,496	913,182	117%
Other Materials and Supplies	7,308,945	7,239,224	99%	664,450	697,933	105%
Professional Services	5,912,323	2,439,041	41%	543,897	151,691	28%
Other Services	5,721,760	4,798,305	84%	530,702	448,621	85%
Lease and Miscellaneous Expenses	1,225,308	1,102,833	90%	111,392	80,850	73%
Casualty and Liability Insurance	2,071,004	2,048,288	99%	188,273	257,593	137%
Utilities	1,352,157	1,182,139	87%	122,923	125,198	102%
Taxes and Licenses	400,439	519,462	130%	36,404	48,999	135%
Interest Expense	93,362	89,282	96%	8,487	7,410	87%
Total Operating Expenses	120,245,327	111,864,244	93%	11,146,739	9,985,930	90%
OPERATING GAIN / (LOSS)	\$ (1,865,652)	\$ 1,078,416	N/A	\$ (317,175)	\$ 210,873	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
FOR THE MONTH OF AUGUST 2017 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2017
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 22,329,172	\$ 21,510,496	96%	\$ 2,029,925	\$ 1,992,944	98%
Contract Services:						
Local Financial Assistance	13,282,530	13,144,446	99%	1,207,503	1,196,237	99%
Other Contractual Services	242,656	135,060	N/A	22,060	1,031	N/A
Advertising	2,165,290	1,765,433	82%	196,845	164,786	84%
Other Operating Income	915,349	770,443	84%	134,035	19,810	15%
Total Operating Revenues	<u>38,934,997</u>	<u>37,325,878</u>	96%	<u>3,590,366</u>	<u>3,374,808</u>	94%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	9,417,587	9,297,526	99%	856,144	845,230	99%
Local	35,972,151	35,972,152	100%	3,270,196	3,270,196	100%
Planning and other assistance grants:						
Federal - Other	12,768,411	10,203,667	80%	1,157,716	853,328	74%
State of Florida - Other	2,815,104	2,440,187	87%	255,919	244,014	95%
Local Matching - Other	1,003,750	168,418	N/A	91,250	-	N/A
Interest Income	28,537	171,937	603%	2,594	30,436	1173%
Gain / (Loss) on the Sale of Assets	-	99,118	N/A	-	4,527	N/A
Total Nonoperating Revenues	<u>62,005,540</u>	<u>58,353,006</u>	94%	<u>5,633,819</u>	<u>5,247,730</u>	93%
Total Revenues	<u>100,940,537</u>	<u>95,678,884</u>	95%	<u>9,224,185</u>	<u>8,622,537</u>	93%
OPERATING EXPENSES						
Salaries and Wages	43,989,160	40,771,458	93%	3,999,015	3,779,356	95%
Fringe Benefits	24,963,812	24,029,442	96%	2,269,437	1,835,990	81%
Purchased Transportation Services	2,410,192	2,063,219	86%	219,108	179,544	82%
Fuel	7,014,612	7,380,472	105%	637,692	731,203	115%
Other Materials and Supplies	7,297,084	7,237,417	99%	663,371	697,927	105%
Professional Services	5,625,375	2,295,798	41%	511,398	132,373	26%
Other Services	5,483,904	4,582,013	84%	509,079	428,868	84%
Lease and Miscellaneous Expenses	1,218,068	1,098,675	90%	110,733	80,850	73%
Casualty and Liability Insurance	2,071,004	2,048,288	99%	188,273	257,593	137%
Utilities	1,315,429	1,162,494	88%	119,584	122,416	102%
Taxes and Licenses	334,540	439,518	131%	30,413	38,504	127%
Interest Expense	93,362	89,282	96%	8,487	7,410	87%
Total Operating Expenses	<u>101,816,541</u>	<u>93,198,077</u>	92%	<u>9,266,591</u>	<u>8,292,034</u>	89%
OPERATING GAIN / (LOSS)	<u>\$ (876,004)</u>	<u>\$ 2,480,807</u>	N/A	<u>\$ (42,406)</u>	<u>\$ 330,504</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
FOR THE MONTH OF AUGUST 2017 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2017
(UNAUDITED)

	Year to Date			Month of August		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 1,657,737	\$ 1,856,019	112%	\$ 150,703	\$ 175,924	117%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	3,908,679	3,927,619	100%	355,334	361,927	102%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>5,566,415</u>	<u>5,783,638</u>	104%	<u>506,038</u>	<u>537,851</u>	106%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	8,531,228	8,531,227	100%	775,566	775,566	100%
Planning and other assistance grants:						
Federal - Other	3,231,965	2,948,912	91%	293,815	260,849	89%
State of Florida - Other	109,530	-	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>11,872,723</u>	<u>11,480,138</u>	97%	<u>1,099,342</u>	<u>1,036,415</u>	94%
Total Revenues	<u>17,439,138</u>	<u>17,263,776</u>	99%	<u>1,605,380</u>	<u>1,574,266</u>	98%
OPERATING EXPENSES						
Salaries and Wages	413,130	398,885	97%	37,557	37,447	100%
Fringe Benefits	264,148	269,057	102%	24,013	18,697	78%
Purchased Transportation Services	15,567,127	15,695,106	101%	1,613,585	1,403,421	87%
Fuel	1,537,849	1,838,032	120%	139,804	181,979	130%
Other Materials and Supplies	11,862	1,807	15%	1,078	6	1%
Professional Services	286,948	143,243	50%	32,499	19,318	59%
Other Services	237,856	216,292	91%	21,623	19,753	91%
Lease and Miscellaneous Expenses	7,241	4,157	57%	658	-	0%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	36,727	19,644	53%	3,339	2,782	83%
Taxes and Licenses	65,899	79,944	121%	5,991	10,495	175%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>18,428,786</u>	<u>18,666,167</u>	101%	<u>1,880,148</u>	<u>1,693,898</u>	90%
OPERATING GAIN / (LOSS)	<u>\$ (989,648)</u>	<u>\$ (1,402,391)</u>	N/A	<u>\$ (274,769)</u>	<u>\$ (119,632)</u>	N/A

Monthly Report E: Monthly Financial Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - July 31, 2017

Date: 9/28/2017

Please find attached the preliminary monthly financial report for the ten months ending July 31, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2017 reflect total revenue earned in the amount of \$102,745,856 and total expenses incurred in the amount of \$101,878,313 resulting in a net operating profit of \$867,543.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$2,150,302 for the ten months of the fiscal year.
- Paratransit services resulted in a loss of (\$1,282,759) for the ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 96% of the budgeted amount as of July 2017. Customer fares are 96% or (\$781,697) less than the budgeted amount year-to-date. Ridership for the month of July was 1,981,708.

Advertising revenue is 75% of the amount budgeted for the month of July 2017. Advertising year-to-date is 19% lower or (\$367,799) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through July 31, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$1,048,037, \$527,610 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 July 2017, 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 104%

or (\$272,349) over than budget year-to-date. In the month of July LYNX paid an average price of \$1.62 (net) per gallon for diesel fuel and \$1.29 (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 July 2017 was \$2.15 (net).

LYNX’ staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 7% or \$2,998,043 under budget, while fringe benefits are 2% or \$500,921 under budget respectively, both together remain \$3,498,964 under budget due to various vacancies as of July 31, 2017. Professional service expenses are 42% or \$2,950,553 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 tenth month of the fiscal year currently amounts to \$20,611 for CNG purchases.

Paratransit Operations:

Paratransit’s operational loss for the year is currently (\$1,282,759). The year-to-date cost of unleaded fuel is 18% over budget or (\$258,009) for the ten months of the new fiscal year. During the month of July 2017, LYNX locked in sixty percent (60%) 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 July 2017 was \$2.08 (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.)	449,932	\$31.45	\$14,151,671
Budget (rounding)	451,100	\$30.77	\$13,880,347
Trips / Costs Under (Over) Budget	1,168	(\$0.68)	(\$271,324)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2017 and 2016
(UNAUDITED)

	2017	2016
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 45,892,043	27,881,113
Receivables:		
Local, trade and operating assistance	3,054,476	7,383,400
Federal grants	7,058,240	10,728,662
State grants	5,909,606	10,837,021
Inventory	2,081,151	1,904,856
State fuel tax refund	193,729	167,005
Prepaid expenses and other assets	992,667	949,369
	65,181,913	59,851,425
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	6,608,020	14,862,790
Property and equipment:		
Land	10,018,522	8,161,465
Buildings and shelters	95,078,964	91,408,507
BRT Roadway	6,522,100	6,522,100
Revenue vehicles	166,468,013	155,437,739
Furniture, Fixtures & Equipment	42,804,108	39,392,953
Leasehold improvements	219,390	119,163
Total property and equipment	321,111,097	301,041,927
Less: accumulated depreciation	(181,971,909)	(167,958,547)
Construction in progress	25,654,584	25,008,104
Net property and equipment	164,793,772	158,091,484
Net Pension asset	-	6,283,485
Total noncurrent assets	171,401,792	179,237,759
TOTAL ASSETS	236,583,704	239,089,184
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
	10,271,294	4,137,006

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,220,044	10,093,277
Accrued salaries and related taxes	1,584,368	965,992
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	-	330,123
Loans payable, current	-	813,225
Unearned operating revenue	6,848,240	10,372,443
Unearned capital	6,354,588	4,676,494
Derivative instrument - fuel hedge	130,377	821,949
Total current liabilities	<u>28,643,989</u>	<u>34,341,165</u>
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
Total noncurrent liabilities	<u>10,544,818</u>	<u>9,338,226</u>
Total liabilities	<u>39,188,807</u>	<u>43,679,390</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	159,071,810	149,873,704
Restricted	1,600,000	
Unrestricted	46,451,649	48,354,301
Total net position	<u>207,123,459</u>	<u>198,228,005</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 246,312,266</u>	<u>\$ 241,907,395</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2017 AND THE TEN MONTHS ENDED JULY 31, 2017
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 21,806,281	21,197,646	97%	\$ 2,180,628	\$ 2,138,912	98%
Contract Services:						
Local Financial Assistance	12,075,027	11,948,209	99%	1,207,503	1,058,860	88%
Other Contractual Services	3,773,941	3,699,721		377,394	369,262	
Advertising	1,968,445	1,600,646	81%	196,845	148,065	75%
Other Operating Income	781,315	750,633	96%	134,035	19,105	14%
Total Operating Revenues	40,405,009	39,196,857	97%	4,096,404	3,734,205	91%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	8,561,443	8,452,297	99%	856,144	845,230	99%
Local	40,457,617	40,457,618	100%	4,045,762	4,045,762	100%
Planning and other assistance grants:						
Federal - Other	14,328,806	12,038,401	84%	1,451,531	1,366,392	94%
State of Florida - Other	2,858,794	2,196,173	77%	285,879	246,952	86%
Local Matching - Other	912,500	168,418	N/A	91,250	(917)	N/A
Interest Income	25,943	141,501	545%	2,594	29,145	1123%
Gain / (Loss) on Sale of Assets	-	94,591	N/A	-	35,646	N/A
Total Nonoperating Revenues	67,145,102	63,549,000	95%	6,733,161	6,568,209	98%
Total Revenues	107,550,110	102,745,856	96%	10,829,565	10,302,413	95%
OPERATING EXPENSES						
Salaries and Wages	40,365,718	37,353,542	93%	4,036,572	3,692,208	91%
Fringe Benefits	22,934,508	22,443,812	98%	2,293,451	2,171,354	95%
Purchased Transportation Services	16,144,626	16,175,360	100%	1,832,693	2,175,482	119%
Fuel	7,774,964	8,305,321	107%	777,496	864,309	111%
Other Materials and Supplies	6,644,496	6,541,291	98%	664,450	696,467	105%
Professional Services	5,368,426	2,287,349	43%	543,897	(196,945)	-36%
Other Services	5,191,058	4,349,684	84%	530,702	330,467	62%
Lease and Miscellaneous Expenses	1,113,917	1,021,983	92%	111,392	95,362	86%
Casualty and Liability Insurance	1,882,731	1,790,696	95%	188,273	136,558	73%
Utilities	1,229,233	1,056,941	86%	122,923	110,853	90%
Taxes and Licenses	364,036	470,463	129%	36,404	43,268	119%
Interest Expense	84,874	81,872	96%	8,487	5,263	62%
Total Operating Expenses	109,098,587	101,878,313	93%	11,146,739	10,124,645	91%
OPERATING GAIN / (LOSS)	\$ (1,548,477)	\$ 867,543	N/A	\$ (317,175)	\$ 177,769	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
FOR THE MONTH OF JULY 2017 AND THE TEN MONTHS ENDED JULY 31, 2017
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 20,299,248	\$ 19,517,551	96%	\$ 2,029,925	\$ 1,925,558	95%
Contract Services:						
Local Financial Assistance	12,075,027	11,948,209	99%	1,207,503	1,058,860	88%
Other Contractual Services	220,597	134,030	N/A	22,060	12,369	N/A
Advertising	1,968,445	1,600,646	81%	196,845	148,065	75%
Other Operating Income	781,315	750,633	96%	134,035	19,105	14%
Total Operating Revenues	<u>35,344,631</u>	<u>33,951,070</u>	96%	<u>3,590,366</u>	<u>3,163,957</u>	88%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	8,561,443	8,452,297	99%	856,144	845,230	99%
Local	32,701,955	32,701,957	100%	3,270,196	3,270,195	100%
Planning and other assistance grants:						
Federal - Other	11,390,656	9,350,339	82%	1,157,716	1,098,491	95%
State of Florida - Other	2,559,186	2,196,173	86%	255,919	246,952	96%
Local Matching - Other	912,500	168,418	N/A	91,250	(917)	N/A
Interest Income	25,943	141,501	545%	2,594	29,145	1123%
Gain / (Loss) on the Sale of Assets	-	94,591	N/A	-	35,646	N/A
Total Nonoperating Revenues	<u>56,151,682</u>	<u>53,105,276</u>	95%	<u>5,633,819</u>	<u>5,524,741</u>	98%
Total Revenues	<u>91,496,313</u>	<u>87,056,346</u>	95%	<u>9,224,185</u>	<u>8,688,699</u>	94%
OPERATING EXPENSES						
Salaries and Wages	39,990,146	36,992,103	93%	3,999,015	3,670,101	92%
Fringe Benefits	22,694,374	22,193,453	98%	2,269,437	2,163,786	95%
Purchased Transportation Services	2,191,083	1,883,675	86%	219,108	180,238	82%
Fuel	6,376,920	6,649,269	104%	637,692	681,225	107%
Other Materials and Supplies	6,633,713	6,539,490	99%	663,371	696,467	105%
Professional Services	5,113,978	2,163,425	42%	511,398	(215,419)	-42%
Other Services	4,974,825	4,153,144	83%	509,079	310,714	61%
Lease and Miscellaneous Expenses	1,107,334	1,017,825	92%	110,733	95,066	86%
Casualty and Liability Insurance	1,882,731	1,790,696	95%	188,273	136,558	73%
Utilities	1,195,845	1,040,078	87%	119,584	108,526	91%
Taxes and Licenses	304,127	401,014	132%	30,413	38,837	128%
Interest Expense	84,874	81,872	96%	8,487	5,263	62%
Total Operating Expenses	<u>92,549,950</u>	<u>84,906,044</u>	92%	<u>9,266,591</u>	<u>7,871,362</u>	85%
OPERATING GAIN / (LOSS)	<u>\$ (1,053,637)</u>	<u>\$ 2,150,302</u>	N/A	<u>\$ (42,406)</u>	<u>\$ 817,337</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
FOR THE MONTH OF JULY 2017 AND THE TEN MONTHS ENDED JULY 31, 2017
(UNAUDITED)

	Year to Date			Month of July		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 1,507,033	\$ 1,680,095	111%	\$ 150,703	\$ 213,354	142%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	3,553,344	3,565,692	100%	355,334	356,893	100%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>5,060,378</u>	<u>5,245,787</u>	104%	<u>506,038</u>	<u>570,247</u>	113%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	7,755,662	7,755,661	100%	775,566	775,566	100%
Planning and other assistance grants:						
Federal - Other	2,938,150	2,688,063	91%	293,815	267,901	91%
State of Florida - Other	299,608	-	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>10,993,420</u>	<u>10,443,724</u>	95%	<u>1,099,342</u>	<u>1,043,467</u>	95%
Total Revenues	<u>16,053,798</u>	<u>15,689,510</u>	98%	<u>1,605,380</u>	<u>1,613,715</u>	101%
OPERATING EXPENSES						
Salaries and Wages	375,573	361,439	96%	37,557	22,108	59%
Fringe Benefits	240,134	250,359	104%	24,013	7,568	32%
Purchased Transportation Services	13,953,543	14,291,685	102%	1,613,585	1,995,244	124%
Fuel	1,398,044	1,656,053	118%	139,804	183,083	131%
Other Materials and Supplies	10,783	1,800	17%	1,078	-	0%
Professional Services	254,449	123,925	49%	32,499	18,473	57%
Other Services	216,233	196,540	91%	21,623	19,753	91%
Lease and Miscellaneous Expenses	6,583	4,157	63%	658	296	45%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	33,388	16,863	51%	3,339	2,328	70%
Taxes and Licenses	59,908	69,449	116%	5,991	4,431	74%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>16,548,638</u>	<u>16,972,270</u>	103%	<u>1,880,148</u>	<u>2,253,284</u>	120%
OPERATING GAIN / (LOSS)	<u>\$ (494,840)</u>	<u>\$ (1,282,759)</u>	N/A	<u>\$ (274,769)</u>	<u>\$ (639,569)</u>	N/A

Monthly Report F: Planning and Development Report

To: LYNX Board of Directors

From: **Tomika Monterville**
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
Kenneth Jamison
(Technical Contact)
MYLES OKEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 9/28/2017

TRANSIT DEVELOPMENT PLAN AND ROUTE OPTIMIZATION STUDY

LYNX is in the process of preparing its FY2018-2027 ten-year Transit Development Plan (TDP) major update. In conjunction with the TDP major update, LYNX is conducting a Route Optimization Study (ROS) that will shape service guidelines and explore best uses of resources to increase system ridership. The first round of TDP public outreach events occurred in July and August. LYNX staff and project consultants made contact with over 600 people at seven (7) events held throughout the tri-county service area. Public workshops were held in Seminole, Orange and Osceola Counties on September 19, 20 and 21, respectively where we received feedback from over 150 stakeholders with a unique workshop that engaged participants from across the region. For more information on project, please visit www.lynxforward.com. An online survey is active through end of September and stakeholder interviews with elected officials and community leaders have been held during August and September. An online survey is also being developed for major employers that will be open until end of September.

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 was held May 17th; during which, the PAWG members went over the final Existing Conditions details and began work on setting the Goals and Objectives for the transit corridor. The transit mode technologies, for the alternatives evaluations, were also introduced to the PAWG. LYNX Staff is reviewing the final Existing Conditions Report. During the July 19th

PAWG meeting the Goals and Objectives were finalized and confirmed, lessons learned from other corridor studies were shared, and the initial alternatives for alignments, operating characteristics, as well as modes, were discussed. Further alternatives refinement took place in August with the Level 2 Screening to identify modal alignments for the fixed-guideway modes selected during to identify which modes best serve the people through-put and transit goals of the corridor.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

As part of the development of the Veterans Transportation Resources and Community Services (VTRACS) Customer Information System (CIS), the Cambridge Systematics team was in Orlando from June 6th – June 8th conducting user reviews of the preliminary iterations of the CIS mobile application. The feedback gathered during those sessions will help with the development of the CIS to best serve the Central Florida region.

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. The initial raw data set of the surveys has been provided to LYNX Staff. ETC Institute is now performing the second data expansion analysis in preparation for the development of its final report and planning tool.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

LYNX GIS web server was relocated by the hosting company (Data Transfer Solutions) to a more secured cloud environment. Staff worked with Marketing and GoLYNX page hosting company to update data and map sharing pages on InLYNX and GoLYNX web sites and with LYNX IT to create safe access to the GIS web server. LYNX GIS staff is working on updated versions of the route map books for each route. The new books contain information about possible connections with other routes from each stop, serving a particular route.

The transit Boarding Estimation and Simulation Tool (TBEST) was calibrated for 2017 with collected ridership data and projected area demographic and employment data. GIS staff is working with LYNX Title VI officer in defining the parameters and the format for a Title VI/Equity Analysis report to be generated prior to each service change. GIS and Planning staff are working on defining a standard operating procedure (SOP) for route planning to utilize REMIX, TBEST and TRAPEZE FX tools in an efficient manner.

Several GIS requests were completed to evaluate the level of service at different parts of LYNX service area. GIS staff is creating an interactive mapping application that allows users to extract

information about LYNX services within their areas of interest. The area could be specified as polygon, corridor or point buffer. Information such as transit amenities and Automatic Passenger Countys (APC) daily averages and routes within the area can be accessed. This data will be easy for our jurisdictional partners to utilize for further data analysis.

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. The software has operated in a stable manor. Reports are being produced to verify that necessary data for National Transit Database reporting and for billing has been accurately collected and reported. This verification will allow for full deployment to begin in NeighborLink service.

FIXED ROUTE REAL-TIME INFORMATION

Upon initiation of the August service changes, the real-time mobile application, LYNX Bus Tracker is in “soft-launch” mode until October 1 as we completing testing to ensure that buses assigned to route in each of the computer aided dispatch systems are correctly showing in the application. Customers have been made aware of the free application at the recent TDP Transit Workshops held during the week of September 18th. The NeighborLink 622 (Oveido) bus tracker launch will also occur October 1, 2017.

SERVICE PLANNING

The Service Planning Division activities during this period have been primarily devoted to the implementation of the 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.

During this period Service Planning staff have also begun planning for the January 2018 proposed service changes by meeting with Operations staff, while re-organizing Service Planning responsibilities by designating each Service Planner to specific routes to provide a “one-stop-shop” methodology to serving internal and external customers.

ENGINEERING AND CONSTRUCTION

The Pine Hills Transfer Center scope of work is under review by the Procurement Department. Project Managers have been working with Facilities staff to identify damage to transit stops and facilities including shelters, signs and benches as a result of Hurricane Irma. Approximately 17 stops/shelters had damage resulting in an estimated \$60,000 in damage. The joint team continues to assess damage and prepare estimates to begin improvements and repairs as needed.

GRANTS

The Grants team closed out the Parramore BRT and completed all associated budget revisions and FTA reporting requirements. Other significant activities included 5310 grant post-award activities and end-of year grant close-out and quarterly reporting activities conducted while also preparing for the FDOT Compliance site visit held on Friday, September 22, 2017.

Monthly Report G: Procurement Calendar

To: LYNX Board of Directors

From: Louemma Cromity
MANAGER OF PROCUREMENT
Linda Stevens-Olsen
(Technical Contact)

Phone: 407.841.2279 ext: 6057

Item Name: Procurement Calendar

Date: 9/28/2017

See attached Procurement Calendar in PDF form.



Procurement Plan

Solicitations To Release within The Next 90 Days

RFX Number	RFX Description	Customer Organization	Procurement Representative
17-R07	Design-Build LCS Signage	Planning	Nancy Rodriguez
17-B08	Elevator Maintenance Services	Operations	Nikki Galvan
17-R12	Design Build Church Street Improvements	Planning	Sheena Bartley
17-R14	Design Build LOC	Planning	LouEmma Cromity
17-R15	Waste Disposal	Operations	Nikki Galvan
17-R16	Pre-employment Screening & Background Check Contract	Human Resources	Nancy Rodriguez

Requests For Contract Extensions To Present At The November Board

Contract Number	Contract Description	Supplier	Type of Extension
17-C11	Veterans Trans. Res. & Comm. Service (Consultant)	Cambridge Systematics, Inc.	Contract ends 10/26/17; Option 1 needs to be prepared and submitted for approval