



Meeting Date: 5/26/2016
Meeting Time: 1:00 PM

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Board Room
Orlando, FL 32801

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 Pg 5

3. Recognition

- 30 Years of Service: Willie Nichols, Technician A 20 Years of Service: Blanche Sherman, Director of Finance










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. Consent Agenda











A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for Advertising Sales Pg 16
- ii.  Authorization to Release a Request for Proposal (RFP) for Operator and Transportation Supervisor Uniforms Pg 17
- iii.  Authorization to Release a Request for Proposal (RFP) for Landscape Maintenance Pg 19
- iv.  Authorization to Release a Request for Proposal (RFP) for a State Road 436 Transit Study Pg 21
 - Attachments

- v.  Authorization to Release a Request for Proposal (RFP) for Outdoor Digital Displays to Provide Enhanced Passenger Information at LYNX Central Station Pg 25
- vi.  Authorization to Release a Request for Proposal (RFP) for Transportation Marketing and Education Project Pg 27
 - Attachments

- vii.  Authorization to Release a Request for Proposal (RFP) for Pressure Washing of LYNX Central Station and Transfer Centers Pg 32












B. Award Contracts



- i.  Authorization to Ratify Contract #16-C13 with Mansfield Oil Company for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel Pg 34

C. Extension of Contracts

i.	 Authorization to Award a Six (6) Month Extension of Contract #10-C21 with MV Transportation, Inc., for NeighborLink Services	Pg 36
ii.	 Authorization to Award a Six (6) Month Extension of Contract #12-C02 with MV Transportation, Inc., for Paratransit Services	Pg 37
iii.	 Authorization to Award an Extension of Contract #13-C13 with Aramark for the Rental and Cleaning of Work Uniforms and Mats	Pg 39
iv.	 Authorization to Exercise the First Option Year of Contract #13-C22 with Seaboard Neumann Distributors for Bulk Delivery of 15W-40 Motor Oil	Pg 40
v.	 Authorization to Award an Extension of Contract #13-C24 with Gallagher Benefit Services for Health Insurance Brokerage Services	Pg 41
vi.	 Authorization to Exercise the First Option Year of Contract #13-C25 with Alesig Consulting, LLC for Design, Deployment, and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project	Pg 42
vii.	 Authorization to Exercise the First Option Year of Contract #13C-26A with Ben's Paint Supply for Paint and Body Shop Supplies	Pg 44
viii.	 Authorization to Exercise the First Option Year of Contract #13-C26B with Accugraphics for Vinyl Products	Pg 45
ix.	 Authorization to Exercise the First Option Year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc. for the Maintenance and Inspections of the Amerex Fire Suppression System	Pg 46
x.	 Authorization to Exercise the First Option Year of Contract #14-C03 with Johnson's Wrecker Service, Inc. for Towing Services	Pg 47

D. Miscellaneous

i.	 Authorization to Adopt the FY2017 Transportation Disadvantaged Trip Grant -Attachments 	Pg 49
ii.	 Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) for Mobility on Demand (MOD) Sandbox Demonstration Program	Pg 52
iii.	 Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) for Rides to Wellness Demonstration Funding Opportunity	Pg 54
iv.	 Authorization to Enter into Interlocal Agreements with City of Orlando, Orange County, and Seminole County for the SR 436 Corridor Study -Attachments   	Pg 56
v.	 Authorization to Execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the SR 436 Transit Corridor Study	Pg 105
vi.	 Authorization to Submit a Service Development Grant Proposal to the Florida Department of Transportation (FDOT) for a Thermo-Electric Waste Energy Generation Demonstration and the Authority to Execute a Joint Participation Agreement (JPA) Upon Notification of Funding	Pg 107
vii.	 Authorization to Submit the FY2017-2026 Transit Development Plan (TDP) Minor Update to the Florida Department of Transportation (FDOT) District 5 for Approval to Meet Block Grant Funding Requirements	Pg 110

- viii.  Authorization to Enter into a Late Evening-Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) Pg 111
- ix.  Authorization to Amend the FY2016 Amended Operating Budget to Enter into the Charter School Bus Service Agreement with Sunshine High School - Greater Orlando Campus Pg 113



-Attachments



7. Action Agenda






- A.  Authorization to Approve/Ratify the Settlement Agreement Between LYNX and Balfour Beatty Construction Pg 127
 - B.  Authorization to Approve and Ratify an Agreement Between LYNX and the City of Orlando for the Parramore BRT Project Pg 129
 - C.  Authorization to Modify Balfour Beatty Construction Contract #14-C26 for the Parramore BRT Project Pg 131
 - D.  Authorization to Use \$2 Capital Contributions for Compressed Natural Gas (CNG) Facility Improvements Pg 133
 - E.  Authorization to Approve the Settlement Agreement and Waive Collective Bargaining on the Settlement Agreement between Adalberto Ruiz and the Board of Trustees of the ATU 1596 Pension Plan Pg 135
- Attachments
- 
- F.  Authorization to Acquire Actuarial Services in Consideration of Terminating the ATU Local 1596 Pension Plan Pg 139

8. Information Items

- A.  Notification of Settlement Agreement Pursuant to Administrative Rule 6 Pg 141
- B.  Parramore BRT Project Update Pg 143

9. Other Business

10. Monthly Reports

- A.  Monthly Financial Reports - April 30, 2016 Pg 147
- Attachments
- 
- B.  Monthly Financial Reports - March 31, 2016 Pg 154
- Attachments
- 
- C.  Ridership Report - January and February 2016 (Final) Pg 161

D.	 Planning and Development Report - May 2016	Pg 180
E.	 Communications Report: March - April, 2016	Pg 185
F.	 Business Development Report: March - April, 2016	Pg 204
G.	 Monthly Employee Travel - May 2016	Pg 206
H.	 Monthly Employee Travel - April 2016	Pg 207

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

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

LYNX
Central Florida Regional Transportation Authority
Board of Directors Meeting Minutes

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

DATE: April 14, 2016

TIME: 1:00 p.m.

Members in Attendance:

Mayor Teresa Jacobs, Orange County, Chair
Commissioner Viviana Janer, Osceola County, Vice Chair
Secretary Noranne Downs, FDOT, Secretary
Mayor Buddy Dyer, City of Orlando
Commissioner Carlton Henley, Seminole County

Members not in Attendance:

1. Call to Order

The Chair, Mayor Teresa Jacobs, called the meeting to order at 1:00 p.m.

The Chair asked FDOT Secretary, Noranne Downs to lead the Pledge of Allegiance

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the January 28, 2016 Board of Director's meeting. The Motion passed unanimously.

3. Recognition

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

20 Years of Service:

Clarissa Suarez, Bus Operator

4. Public Comment

Ms. Joanne Counelis addressed the Board. Ms. Counelis expressed need in the address 138 Country Club Circle. Ms. Counelis expressed need for service during Holidays, weekends and nighttime.

Mr. Adalberto Ruiz addressed the Board, wanting to know the status of receiving his LYNX pension. For the past 3 years, after medical procedures, he has requested to cash in his pension to no avail. His family is in a bad financial situation including six months behind on mortgage and had to sell one of his cars to make ends meet and sustain his family. With his current situation Mr. Ruiz has to decide if he has to get food, buy medication or pay rent.

The Chair tasked Donna Tefertiller, Director of Human Resources and the Interim Chief Executive Officer to look into this immediately and provide an answer no later than Wednesday, April 20, 2016 as to Mr. Ruiz' situation. The Chair tasked Pat Christiansen, LYNX General Counsel, to ensure that Mr. Ruiz is clear on his responsibilities and review if changes need to be made to stabilize the situation.

5. CEO Report

The Chair recognized Susan Black, Interim Chief Executive Officer.

Ms. Black requested that in the interest of time no CEO report be done.

The Chair agreed.

6. Executive Session

The Chair called for an Executive Session to discuss Collective Bargaining Matters. The duration of the Session shall be approximately 30 minutes. The persons attending the Session will be:

Susan Black, LYNX' Interim CEO
Pat Christiansen, LYNX' General Counsel
Carolyn Kershner, LYNX' Pension Counsel

The Governing Board:

Major Teresa Jacobs
Commissioner Viviana Janer
Secretary Noranne Downs
Mayor Buddy Dyer
Commissioner Henley

Meeting of the LYNX Board of Directors adjourned at 1:13 p.m.

The Chair announced the termination of the collective bargaining Executive Session and called the meeting of the Board of Directors to order at 1:23 p.m.

7. Consent Agenda

The Chair recognized Osceola County Commissioner, Viviana Janer.

Commissioner Janer recommended, per the Oversight Committee, for an addition of a blue sheet item on the Consent Agenda. This item is for a Letter of Support for SunRail Phase II North from the LYNX Board. In addition, the Committee recommends approval of action items 8A & 8 B and adoption of 9A as a working document for discussion on the Fiscal Year 2017 budget.

A. Request for Proposal (RFP)

- i. Authorization to Award a Contract to American Janitorial, Inc. for Lawn Maintenance and Trash Removal Services and LYNX Bus Stops and Shelters
- ii. Authorization to Award a Contract to Fleetwash, Inc. for Steam Cleaning and Maintenance of LYNX Bus Shelters and Bus Stops
- iii. Authorization to Award a Contract to Akerman LLP for Federal Lobbying Services
- iv. Authorization to Negotiate and Award Contract #16-C06 to Jacobs Engineering, Contract #16-C07 to Kimley-Horn and Associates, Inc., and Contract #16-C08 to WSP Parsons Brinckerhoff for Architecture and Engineering Consultant Services

B. Extension of Contracts

- i. Authorization to Exercise Second Option Year of Contract 12-C16 with Goodyear Tire and Rubber Company for Bus Tire Leasing

C. Miscellaneous

- i. Authorization to Issue a Purchase Order to Alliance Bus Group d/b/a First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (TRIPS) State Contract #TRIPS-11-CAFCCSC for Six (6) Paratransit Replacement Vehicles
- ii. Re-adopt Resolution #16-001 Reappointing Donna Tefertiller to the Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan)
- iii. Authorization to Purchase Nine (9) Wheelchair Accessible Vanpool Vehicles for Replacement and Expansion
- iv. Authorization to Write-off Assets Pursuant to the June 30, 2015 Physical Inventory Count and Reconciliation
- v. Authorization to Modify Contract #14-C26 with Balfour Beatty Construction for Parramore Bus Rapid Transit (BRT) LYMMO Expansion Project
- vi. Authorization to Amend the Joint Project Agreement (JPA) with Orlando Utilities Commission (OUC) for the Construction of the Parramore Bus Rapid Transit (BRT) Project

- vii.** Authorization to Award a Task Order to AECOM under Contract #11-C12 for the Completion of Engineering and Design of the LYNX Orlando Trail
- viii.** Authorization to Modify Contract #15-C07 with Regis Southern, Inc. for the Final Project Closeout of the Poinciana Bus Transfer Center
- ix.** Authorization to Negotiate and Execute a Land Purchase Agreement with Central Florida Community Properties (d.b.a. Central Florida Urban League) for Property Located on Belco Drive, Pine Hills for the Pine Hills Transfer Center
- x.** Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for FY16 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program
- xi.** Authorization to Auction Surplus Equipment & Obsolete Bus Parts
- xii.** Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2016 Apportionments and to Sub-allocate FY 2016 Orlando Urbanized Area 5307 Funding to Lake County Transit Services and Florida Department of Transportation
- xiii.** Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage and Premium for Additional Leased Buses and Update Road Ranger Liability Policy
- xiv.** Authorization to Transfer Three (3) VanPool Vehicles and Two (2) Revenue Vehicles to Life Concepts d/b/a Quest
- xv.** Authorization to Dispose of Items Accumulated Through the Lost and Found Process
- xvi.** Authorization to Amend the FY2016 Operating Budget for Sub-recipient Award to The Opportunity Center for Section 5317 New Freedom Program (NFP) Rural Transportation Services
- xvii.** Authorization to Submit FY2016/2017 Service Development Grant Proposals to the Florida Department of Transportation (FDOT) and the Authority to Execute a Joint Participation Agreement (JPA) Upon Notification of Funding

Motion was made and seconded to approve the Consent Agenda Items 7.A.i through 7.C.xviii. The Motion passed unanimously.

8. Action Agenda

1. Amendment to LYNX' Fiscal Year 2016 Operating Capital Budgets

The Chair recognized Blanche Sherman, Director of Finance, to make the presentation.

Blanche Sherman, Director of Finance, addressed the board and presented the Amendment to LYNX' FY2016 Operating and Capital Budgets.

Motion was made and seconded to approve the change to the Operating and Capital Budgets. The Motion passed unanimously.

2. Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2015

The Chair recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman addressed the board and introduced Mr. Ron Conrad.

Mr. Conrad presented a high-level overview of the Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2015.

Motion was made and seconded to approve the Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2015. The Motion passed unanimously.

3. Authorization to Implement the April 24, 2016 Proposed Service Changes

The Chair recognized Andrea Ostrodka, Director of Planning & Development, to make the presentation.

Ms. Ostrodka addressed the board and asked for Authorization to Implement the April 24, 2016 Proposed Service Changes.

Motion was made and seconded to approve the Authorization to Implement the April 24, 2016 Proposed Service Changes. The Motion passed unanimously.

4. Update on Chief Executive Officer Search and Action by the Board of Directors

The Chair recognized Pat Christiansen, LYNX' General Counsel.

Mr. Christiansen addressed the board and provided an Update on Chief Executive Officer Search and Action by the Board of Directors. He explained how the voting and forum worked.

Motion was made to select the top two candidates to become LYNX' new Chief Executive Officer. Commissioner Henley selected Mr. Brad Miller and Mr. Edward Johnson. Commissioner Janer selected Mr. Edward Johnson and Mr. Stephen Kingsberry. Mayor Jacobs selected Mr. Stephen Kingsberry and Mr. Edward Johnson. Secretary Downs selected Ms. Ysela Llort and Mr. Stephen Kingsberry. Mayor Dyer selected Ms. Ysela Llort and Mr. Edward Johnson. The Motion carried four (4) for Edward Johnson and three (3) for Stephen Kingsberry.

Mr. Christiansen will bring back the top two candidates for the Board to ask some final questions.

The Chair recognized candidate Edward Johnson.

Mr. Johnson addressed the Board and introduced himself.

Commissioner Janer asked Mr. Johnson how he would support the implementation of prioritized transit plans and the process he would use to evaluate the current organizational effort on the matter.

Mr. Johnson stated that priorities included evaluating current projects and their funding and accessing the organization's partners and their needs. Mr. Johnson expressed informing the public to recognize their concerns.

Mayor Dyer asked Mr. Johnson to delineate his plans for the first one hundred days.

Mr. Johnson explained that he would like to first and foremost reacquaint himself with the organization and build a rapport with the staff. He wanted understand the Board of Director's goals and directives were to ensure the staff was in line with that vision. He expressed that he also wanted to focus on building partnerships with other local governments to ensure LYNX would be part of their strategic plan.

Mayor Dyer asked Mr. Johnson to explain his role within MARTA and the additional experience he learned during the past three years.

Mr. Johnson delineated his responsibilities of overseeing the Human Resources, Strategic Planning, Police, Safety and Information Departments.

The Chair asked Mr. Johnson to explain his assessment of morale and what he would do to raise morale within the organization.

Mr. Johnson described how morale was also a problem in Atlanta, he worked with the Chief Executive Officer. He explained that they focused on managing by walking around because constant engagement with employees is vital. He employed Town Hall meetings to keep the lines of communication open and ensure staff was well informed. Mr. Johnson explained that he plans to also implement those changes in LYNX.

The Chair asked Mr. Johnson if he accessed morale through surveys to see if those techniques had made a difference.

Mr. Johnson explained that the surveys showed the improvement along with the attitude of the employees which showed pride in the organization and the work they do.

The Chair asked Mr. Johnson to explain what his approach would be in revitalizing the perception and image of LYNX in the community and in the eyes of the legislature.

Mr. Johnson commented that while in MARTA a decision was made that the agency would not ask for any more money until the perception was changed. He explained that they began working on the on-time performance, managing the finances and employee morale. It was not until that improved that they were able to go to the legislature to place a one cent tax on the ballot in Clayton County specifically for transportation. The legislature passed with a 75% approval.

Secretary Downs asked Mr. Johnson to explain how he communicates and listens to his employees.

Mr. Johnson expressed his enjoyment of Town Hall meetings. He also explained that he was not the type to sit and send emails, he enjoys walking the halls and engaging with the staff in a one on one basis.

Secretary Downs asked Mr. Johnson how he gets ideas from his employees.

Mr. Johnson stated that he enjoys talking to all staff and that they feel at ease with confiding in him concerns they might have about the organization. He believes building trust is vital.

Secretary Downs asked Mr. Johnson how he plans to grow his staff to handle the many expanding projects in the area.

Mr. Johnson agreed that growing staff is key and building a safety culture throughout the organization is one of the most important tasks. He believes in training and meeting state regulations for safety. He stated that procurement is also another sector that is important to keep projects moving.

The Chair thanked Mr. Johnson for his answers.

The Chair recognized candidate Stephen Kingsberry.

Mr. Kingsberry addressed the Board and introduced himself.

Commissioner Janer asked Mr. Kingsberry why he would want to come to LYNX, which does not have a dedicated source of funding, after coming from such well-funded organizations.

Mr. Kingsberry explained that funding is the number one challenge even if an organization has a dedicated source of funding. He said that Orlando is at a fork in the road, there's a lot of growth coming from all over the country and this is the vital time to make transportation decisions for the next few decades. If those decisions are not made now Orlando will be unable to accommodate the steadily growing population. He understands the needs of a growing area and is open to the challenge to lead the organization in the right direction.

Commissioner Janer explained to Mr. Kingsberry that the past few months have left an instability in the organization resulting in low morale. She is concerned about the staff and asked Mr. Kingsberry to describe how he would help the employees through yet another transition while at the same time guiding the organization through improvements.

Mr. Kingsberry explained that he teaches a class where he focuses on the difference between emotional intelligent (E.I.) and intelligence quotient (I.Q.). He said that emotional

intelligence allows us to connect to people in a personal level, their wants, needs, etc. He admits he is an E.I. and understanding people is key. Employees have fears and they vary – some are work related and other of a personal nature. Understanding that will aid him in leading the organization to where it needs to be and boosting morale.

Secretary Downs asked Mr. Kingsberry to explain how he plans to aid the staff in feeling the importance of their work and reach the best they can possibly be.

Mr. Kingsberry said he focuses engaging the employees directly, involving them in the importance of the community and allowing them to understand their vital role in the growth of the area. Communicating with them the vision and celebrating successes met.

The Chair explained to Mr. Kingsberry that in the past some legislators have had the perception that LYNX is not operating efficiently and that perception has persisted through the years. The Chair asked Mr. Kingsberry what he would do in his first year to change that perception and to build the relationships that are necessary to advance the agency's mission.

Mr. Kingsberry stated that public transportation is not an organization that is profitable. It is not intended for profit. Outsiders to the industry might believe in business opportunities that will create profit but that is not what the service is about. The fares are low to encourage the community to use the services the agency provides. There are ways to cover costs but in general it is not a money making venture and those who seek privatization seek it with the intent of profiting from a public service. The challenge is educating and laying out a clear picture of what the organization does.

Secretary Downs asked Mr. Kingsberry to elaborate on ideas to offset the cost of transportation.

Mr. Kingsberry explained that all transit agencies do all they can to support the core business initiative. Marketing is vital to showcase ability. Maintenance is another one, he has been involved in using the bus wrapping technology for other things such as trains, interiors and signs. He delineated how he has worked on videos that run in the trains generating revenue through advertising, this same technique can be employed in bus stops. Mr. Kingsberry discussed a variety of ways his organizations have employed ingenuity to generate revenue.

The Chair thanked Mr. Kingsberry for his answers.

The Chair explained the qualities she sought when selecting the perfect candidate for the position of LYNX' Chief Executive Officer.

Motion was made to selected Mr. Edward Johnson as the first choice and Mr. Stephen Kingsberry as the second choice. The Motion passed unanimously.

The Chair recognized Mr. Christiansen.

Mr. Christian requested another Motion that would authorize the Chair to negotiate a contract with Mr. Edward Johnson on terms acceptable to the Chair comparable, in form, to the contracts used for the previous two CEOs but with the Chair to have the ability to negotiate salary.

Motion was made to authorize the Chair to negotiate a contract with Mr. Edward Johnson. The Motion passed unanimously.

5. Status Report Regarding Matters Related to Pension Plan and Retirement Plan

The Chair recognized Pat Christiansen, LYNX' General Counsel.

Mr. Christiansen addressed the board and provided a presentation to brief the board on matter related to the pension plan and the retirement plan. Mr. Christiansen detailed the history of the relationship between ATU1596 and LYNX to present.

The following recommendations were made by Mr. Christiansen:

- Continue collective bargaining.
- Bring suit for declaratory relief against the Union Trustees for a Court determination on these various issues.
- Consider terminating the Pension Plan through collective bargaining. The first step would be to have the actuary value the assets of the Plan.

The Chair recognized Mayor Dyer to comment on the situation.

Mayor Dyer expressed frustration with the decline of the relationship between the Union and the Authority. He stated that creating a Defined Contribution Plan was a financially prudent move for the organization and it was approved by the Union in 2012 with a passing vote of 90% by Union members.

Mayor Dyer asked what would be the position of the Union's Trustees on the Defined Contribution terms of the bargained for agreement between LYNX and the Union in 2012 as it was supported by the Union members.

Mr. Christiansen explained that he was informed that the Trustees operated independently despite his understanding that two of the trustees sat in the bargaining committee.

The Chair expressed concern that the local employees might not be properly represented as they were the ones who voted for the agreement in 2012 and the national representation has separate interests. The Chair asked Mr. Christiansen about Mr. Ruiz who spoke during the Public Comments, she wanted to know if his inability to receive this pension payments was in any way tied to the current dispute between the Union and LYNX.

Mr. Christiansen stated that he would personally look into Mr. Ruiz' case to seek a resolution.

Motion was made to approve each of the recommendations made by counsel. The Motion passed unanimously.

9. Work Session

1. Overview of the FY2017 Preliminary Operating Budget

The Chair recognized Blanche Sherman, Director of Finance, to make the presentation.

Ms. Sherman addressed the board and presented the FY2017 Preliminary Operating Budget.

➤ Key budget assumptions:

- FY2017 Funding based on the adopted LYNX Funding Model
- Maximize current fixed route service levels through leveraging efficiencies as generally directed by funding partners throughout the year
- Identify and implement appropriate transit solutions beyond fixed route service, such as Flex (NeighborLink) services
- Maintain current Preventative Maintenance funding Level, as approved by LYNX' Board via adoption of the funding model
- Maximize use of Anticipated Advertising Revenue
- Anticipated annualized increase in Royalties from third party usage of Compressed Natural Gas (CNG)
- Consideration of salary increases consistent with Funding Partners
- Anticipated impact of a new Union contract
- Continuation of Fuel Hedging Program, as appropriate
- Annualized impact of conversion to Compressed Natural Gas (CNG)
- Impacts of converting to Self-Insured Health Insurance Program
- Continued application of costs reductions based on LYNX ownership of Paratransit vehicles
- Continuation of Bio-diesel Program, as appropriate

➤ Pending Items

- Anticipated I-4 Construction Mitigation Funding
- Implementation of Funding Partner approved COA Recommendations
- Impacts of SunRail Phase 2 (South & North) expansion
- Consideration of a Fare increase in FY2017, is warranted

➤ FY2017 Operating Budget Overview

- FY2017 Operating Revenue
- FY2017 Operating Expenses
- FY2016 Local Revenue by Jurisdiction
- Future Items
 - Maintain planned stability and financial benefits of converting to a self-insured Health Insurance Program
 - Continue to review the type of fixed route vehicles used in future operations
 - Ongoing efforts to secure funding for service expansion, satellite facilities and BRT to support service demands
 - Continue to seek State grant funding opportunities for capital projects

Motion was made to adopt the FY2017 Preliminary Operating Budget as presented. The Motion passed unanimously.

The meeting adjourned at 3:12pm.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6206

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Advertising Sales

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) to secure an advertising contractor to generate revenue throughout the LYNX system.

BACKGROUND:

Staff is proposing to issue a Request for Proposal (RFP) to vendors who have expertise in selling bus, bus shelter, facility and other forms of advertisement. Revenue derived from the program will be used as additional income to LYNX to cover expenses associated with transportation service or capital costs. The current advertising sales contract (RFP 11-R11) will expire January 2, 2017.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This project is to derive revenue from the program. No DOT assisted federal dollars is to be expended, therefore no goal is assessed or required.

FISCAL IMPACT:

LYNX staff included \$2,050,000 in the FY2016 Amended Operating Budget for advertising on buses. The actual FY2015 advertising revenue was \$2,470,350. The FY2017 Preliminary Operating Budget includes \$2,332,134 for these services.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
Juan Battle
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Operator and
Transportation Supervisor Uniforms

Date: 5/26/2016

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 Operator and Transportation Supervisor uniforms in an annual not-to-exceed amount of \$201,848.

BACKGROUND:

In May 2011, the Board of Directors authorized the contract award for Operator uniforms to Design Lab, Inc. The contract (11-C17) was for two (2) years with three (3) one-year options. This year the Transportation Supervisors in Local 1749 opted into the Design Lab, Inc., uniform contract as a result of a negotiated item noted in the executed Collective Bargaining Agreement (CBA) effective October 1, 2014, through September 30, 2017. This item falls under Article 12, 12.1 Uniforms of the Collective Bargaining Agreement.

The Operator Uniform Committee met and voted to add a pullover V- neck sweater, lightweight jacket, conductor hat, and a knit hat for winter wear. The Transportation Supervisors were able to wear and test the uniforms to evaluate the comfort and care options.

Our Operators and Transportation Supervisors are LYNX' front-line Ambassadors, interacting with LYNX customers and presenting a positive image to the public. LYNX continues to enhance the appearance and overall working conditions of uniformed employees through better quality garments.

In July 2015, LYNX exercised the last option year. This contract will expire September 30, 2016.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This is not a DOT assisted project. Federal dollars will not be expended. However, LYNX will reach out to small local businesses.

FISCAL IMPACT:

LYNX staff included \$200,438 in the FY2016 Amended Operating Budget for operator uniforms. The actual FY2015 expenses were \$214,080 and the projected FY2016 expenses are \$173,456. The FY2017 Preliminary Operating Budget includes \$201,848 for operator uniforms.

Consent Agenda Item #6.A. iii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
STEPHEN BERRY
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Landscape Maintenance

Date: 5/26/2016

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 landscape maintenance at LYNX Central Station (LCS), LYNX Operations Center(s) (LOC A and B), (2) LYNX Superstop locations, the FDOT lot and the ACCESS LYNX location at LB McCleod in an annual not-to-exceed amount of \$65,000.

BACKGROUND:

The Landscape Maintenance service for LYNX' Facilities went out to bid September 17, 2012. Four (4) companies responded to the solicitation. The lowest responsive and responsible bidder was D3 Enviroscape, LLC. Contract 13-C06 was awarded for \$135,000 for three (3) years with (2) one year options.

For the new landscape maintenance RFP, the awarded contractor shall provide all labor, materials, equipment and supervision necessary to provide lawn maintenance services for the Central Florida Regional Transportation Authority (d.b.a. LYNX) at the following LYNX locations:

(1) ACCESS LYNX Paratransit Complex, located at 4950 LB McCleod Rd, Orlando, FL 32811. This location consists of approximately 26,080 square foot of grass area, plus trees, plants and shrubs.

(2) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804. This location consists approximately of 29,367 square feet of grass area, plus trees, plants and shrubs.

(3) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL 32801. This location consists of approximately 5,600 square feet of grass area, plus trees, plants and shrubs.

(4) Colonial Plaza Super-stop located at Primrose and Amelia Street. The area is approximately 2,000 square feet of grass area plus trees, plants and shrubs.

(5) Apopka Super Stop, located at E. 6th Street and S. Central Ave., Apopka, FL 32703. The area is approximately 3,400 square feet of grass area plus trees, plants and shrubs.

(6) FDOT Lot, located at 501 N. Garland Ave., Orlando, FL 32801. This area is approximately 13,608 square feet of grass area plus trees, plants and shrubs.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal for participation was not assessed DBE goal on this non DOT Federal assisted contract, however, LYNX encourages prime contractors to provide contract opportunities to small businesses. The Offeror's summary of subcontractor utilization is to be submitted when the initial response to the Authority's solicitation is due. Outreach efforts will be made for anticipated Small Business participation to be reached.

FISCAL IMPACT:

LYNX staff included \$65,000 in the FY2016 Amended Operating Budget for landscape maintenance. The actual FY2015 expenses were \$52,665 and the projected FY2016 expenses are \$63,240. The FY2017 Preliminary Operating Budget includes \$65,000 for these services.

Consent Agenda Item #6.A. iv

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for a State Road 436
Transit Study

Date: 5/26/2016

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 a State Road (SR) 436 Corridor Study in an estimated amount of \$1,270,000 and to amend the FY2016 Adopted Operating Budget accordingly.

BACKGROUND:

The SR 436 Corridor Study seeks to evaluate various transportation alternatives to enhance transit services along SR 436. The primary focus of this 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. This study will consider 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. The study will pivot off of the SR 50/UCF Connector Alternatives Analysis and OIA Refresh Alternatives Analysis that were recently completed, as they relate to the proposed study area. The connection to the SR 50 Bus Rapid Transit (BRT) at proposed SR 50/SR 436 BRT stations, as well as the Fern Park SuperStop, would provide a key east-west connector for residents along SR 436 to SunRail.

SR 436 is a primary corridor through eastern Orange County and southern Seminole County, as well as the local access road to OIA. The greater Orlando area receives over 62 million visitors a year and many of them arrive via OIA. For many of those visitors, SR 436 is their first and last impression of the region. The City of Orlando is rebranding the SR 436 Corridor as "Gateway Orlando," and has recently adopted the Semoran Boulevard Vision Plan and complementary

rezoning ordinance to improve the types of redevelopment that can occur along SR 436. The Vision Plan includes recommendations to make the corridor “transit ready.”

The corridor study segment of SR 436 is currently served by Links 1, 3, 6, 28, 29, 42, 51, 436N, and 436S; routes that combine to serve over 342,000 trips each month. At the Orlando International Airport, additional connections can be made with Links 11, 111, and 407. At the Fern Park SuperStop, connections can be made with Links 102 and 103. Additional connections that serve surrounding neighborhoods can be made with Links 13, 15, 29, 104 and a future SR 50 BRT. Together, these Links serve approximately 25% of daily fixed route ridership.

The SR 436 Corridor Study is supported by the LYNX 2030 Vision Plan, which identified SR 436 as a Transit Emphasis Corridor, and the LYNX Comprehensive Operational Analysis (COA), which recommended needed service improvements to address over-crowding, on-time performance and bus stop spacing. A recommendation from both studies included new express services operating along the SR 436 corridor from Apopka, Altamonte Springs, and Fern Park, to OIA. Further, the SR 436 Corridor Study is identified as a regional priority in the Transit Projects portion of MetroPlan Orlando’s FY 2019/2020 – 2039/2040 Project Priority List.

The SR 436 Corridor Study will contain recommendations for future transportation infrastructure and short-term implementable solutions prior to major capital improvements in the long term. This project intends to address the mobility needs of the community (e.g., personal vehicles, transit, bicycle, and pedestrian transportation modes) and to advance the community’s long-term vision for the corridor. This corridor study will provide the preliminary analysis required to enter the federal project development process in accordance with FTA grant eligibility rules. In addition, LYNX is partnering with the Florida Department of Transportation to specifically include investigation into bicycle and pedestrian safety improvements along the corridor to support its Complete Streets initiatives.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not funded with USDOT assisted dollars. However, outreach efforts will include identifying certified Small and Disadvantaged Businesses and notifying them of the opportunity to submit offers in response this solicitation.

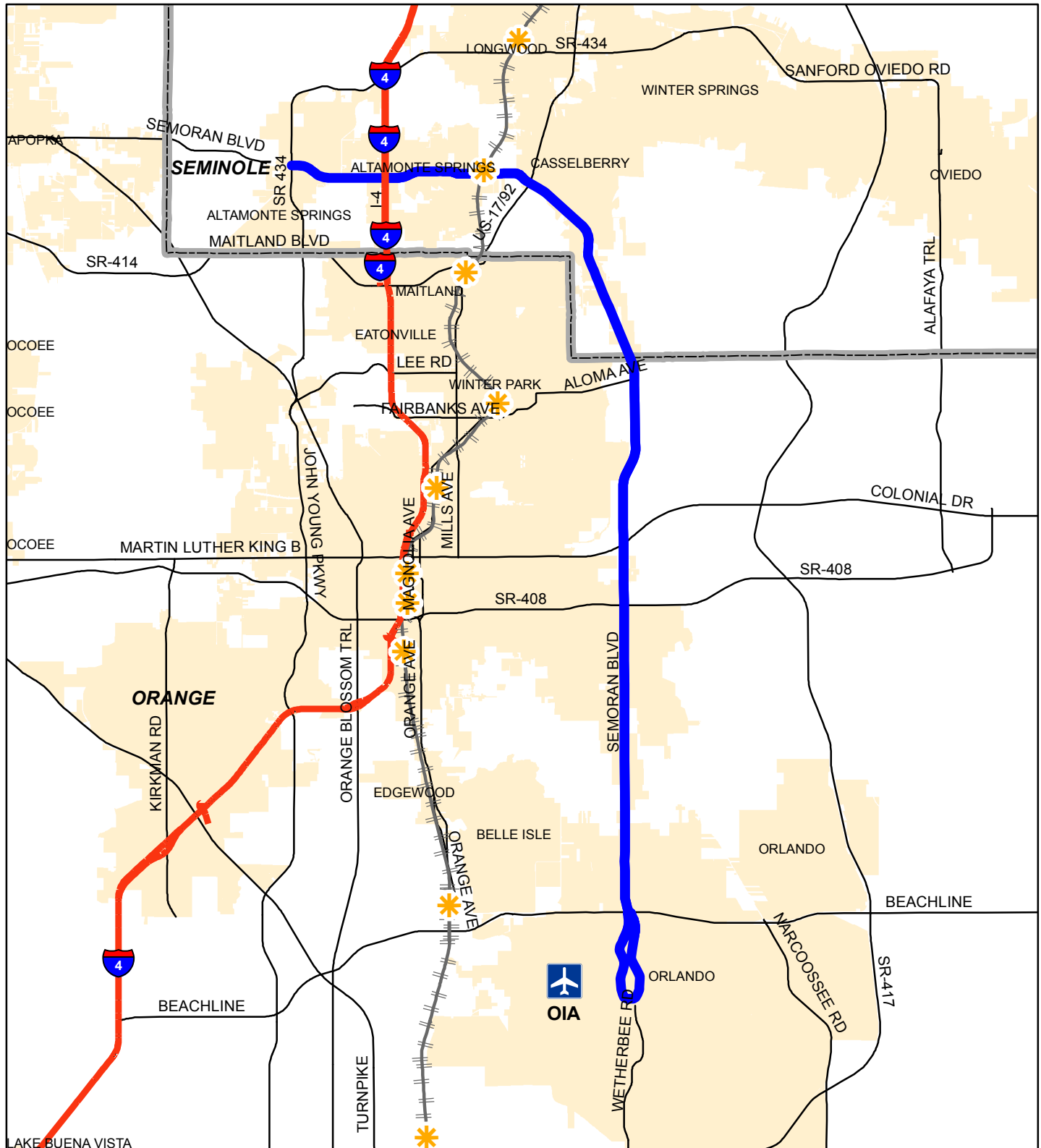
FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2016 Adopted Operating Budget to include \$1,270,000 for the SR 436 Corridor Study with funding from the City of Orlando, Orange County, Seminole County, and FDOT pending executed agreements. In addition, LYNX staff will include in the FY2017 Operating Budget the final amounts by jurisdiction as listed in the table below:

Jurisdiction	Amount
City of Orlando	\$ 450,000
Orange County	190,000
Seminole County	455,000
FDOT	175,000
	\$ 1,270,000


SR 436 Transit Corridor Study

Proposed Limits: OIA to SR 434



SR 436 Transit Corridor Study

Proposed Study Limits: OIA to SR 434

 SR 436 Study Corridor

 SunRail Stations

 SunRail
24 01 208



Drawn By: LYNX Planning

Date: April 4, 2016



Consent Agenda Item #6.A. v

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Outdoor Digital Displays to Provide Enhanced Passenger Information at LYNX Central Station

Date: 5/26/2016

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 outdoor digital displays at LYNX Central Station for enhanced passenger information in a not-to-exceed amount of \$241,000.

BACKGROUND:

In March 2015, the Board of Directors authorized LYNX staff to begin the deployment of real time passenger information capabilities to fixed route service, in addition to the LYMMO service. Part of the project scope included the installation of digital displays using funds from LYNX Central Station (LCS) grant funding for additional passenger amenities and/or digital display signs at each bus bay. This signage would have the capability of providing bus schedules, arrival information, graphics, maps, videos, and other information to better serve customers at LCS. The project would provide the actual signs, the server equipment, software and network cabling needed to connect the displays to the LYNX video server. The initial estimate of costs for the project is approximately \$241,000.

PROPOSED NEW EXPANSION:

No new expansion proposed. Enhancements of passenger amenities at LCS.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX will reach out to certified small business and DBE firms identified and available of the opportunity for participation as a prime or subcontractor on this solicitation. LYNX request for

LYNX Board Agenda

prime contractors in their proposal to identify and report all sub-contractors/suppliers scheduled for participation on the contract. The DBE officer will work with firms to ensure compliance.

FISCAL IMPACT:

LYNX staff included \$438,651 in the FY2016 Amended Capital Budget for LYNX facility improvements which include grant funds of \$241,000 for bus route signs.

Consent Agenda Item #6.A. vi

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
Belinda Balleras
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Transportation Marketing and Education Project

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposals (RFP) for the Transportation Marketing and Education Project at a not-to-exceed amount of \$368,110.

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. For the past several years, METROPLAN ORLANDO has conducted public opinion surveys and focus groups to measure transportation Issues of importance to the region. Results of these efforts made clear that there is a lack of public understanding on how the region's transportation projects and public transportation are funded.

In May 2014, LYNX submitted a service development grant application for Transportation Marketing and Education project with the goal of developing a communications program targeted to residents of the region on how transportation (transit and roadway) projects are funded, how much existing and envisioned local transportation projects cost, the return on investments for priority projects and the kinds of available technology that could improve the transit experience.

Over the past year, the Florida Department of Transportation, METROPLAN ORLANDO and LYNX have been working diligently to foster joint efforts towards advancing transit projects for this region, including SunRail, expansion of bus rapid transit and next phases of completed alternatives analysis on US 192, SR 50, and the Orlando International Airport/Orange County Convention Center area. These efforts have culminated in a desire to expand the scope of the marketing and education efforts to achieve a common goal of reaching out to specific targeted audiences impacted by the various projects.

Originally the project budget was \$130,000, however additional \$238,110 became available. FDOT has supported these initiatives and has provided the additional funding for the expanded scope for a total award of \$184,055 in state share, over two years of the service development grant. Of the local match requirement of \$184,055, METROPLAN ORLANDO has provided a local match contribution of \$42,000 each fiscal year for a total of \$84,000. LYNX has provided the balance of the local match in the amount of \$100,055.

In November 2015, the LYNX Board authorized LYNX staff to execute a Service Development Grant Joint Participation Agreement with the FDOT for the Transportation Marketing and Education project, amend the Unified Planning Work Program (UPWP) with METROPLAN ORLANDO for additional funding, and amended the FY2016 Adopted Operating Budget, accordingly.

Based on the committed local match, the funding shares for this grant is as follows:

Agency:	Year 1	Year 2	Total
FDOT:	\$ 92,028	\$ 92,028	\$184,055 (50%)
METROPLAN ORLANDO:	\$ 42,000	\$42,000	\$ 84,000 (23%)
LOCAL:	<u>\$ 50,028</u>	<u>\$ 50,028</u>	<u>\$100,055 (27%)</u>
Total Project Amount:	\$184,055	\$184,055	\$368,110

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal was not assessed for this solicitation, however, LYNX encourages/requests Offerors to provide sub-contracting opportunities of a size that Small Business including Disadvantages Business Enterprise can reasonably perform.

FISCAL IMPACT:

LYNX staff included \$166,528 in the FY2016 Amended Operating Budget for community outreach services with funding of \$92,028 from a FDOT Service Development Grant, \$32,500 from local funds, and a \$42,000 contribution from METROPLAN ORLANDO. The FY2017 Preliminary Operating Budget includes \$368,110 for this project.

Funding Source	Adopted FY2016 Budget	Amendment	Amended FY2016 Budget
FDOT	\$ 32,500	\$ 59,528	\$ 92,028
Metroplan	-	42,000	42,000
Local	32,500	-	32,500
Total	\$ 65,000	\$ 101,528	\$ 166,528



Florida Department of Transportation

RICK SCOTT
GOVERNOR

133 S. Semoran Blvd.
Orlando, FL 32807

ANANTH PRASAD, P.E.
SECRETARY

February 6, 2015

John Lewis
Chief Executive Officer
Central Florida Regional Transportation Authority, d/b/a LYNX
455 North Garland Avenue
Orlando, FL 32801

SUBJECT: Public Transit Service Development Program Funding for FY 15/16

Dear Mr. Lewis:

We have reviewed and evaluated the candidate service development projects submitted and are pleased to inform you that the project listed below has been selected for Service Development funding.

Based on the cost estimates provided by your staff, the Department will provide up to 50% of the net project cost. Development of the Joint Participation Agreement (JPA) for these projects may be initiated after July 1, 2015 pending legislative approval.

PROJECTS SELECTED	Year 1 FDOT Share	Year 1 Local Share	Year 2 FDOT Share	Year 2 Local Share	Total Project Cost
Special Marketing Initiative	\$ 32,500	\$32,500	\$32,500	\$32,500	\$130,000

Please be advised that we are no longer able to roll forward prior year funds. If the JPAs are not executed by April 30, 2016, the funds will be removed from these projects and made available to the agency with the next highest ranked project of the application cycle. Billable activity must take place prior to May 1, 2017, or the contracts will expire and not be extended. We encourage every effort be made to commence these projects as soon as possible to avoid losing valuable funding.

Mr. Lewis
February 6, 2015
Page 2

The Department is pleased to continue its partnership with LYNX in improving transit service in Orange, Osceola, and Seminole Counties. We look forward to working with you to implement this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jo Santiago".

Jo Santiago
Transit Project Coordinator
District Five

JS

- c. Belinda Balleras, Manager of Grants
Myles O'Keefe, Project Manager

Consent Agenda Item #6.A. vii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
STEPHEN BERRY
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Pressure
Washing of LYNX Central Station and Transfer Centers

Date: 5/26/2016

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 the pressure washing and steam cleaning of LYNX Central Station (LCS), LYNX Operations Buildings (LOC A and B) and LYNX Transfer Stations and identified Super Stops in an annual not-to-exceed amount of \$80,000.

BACKGROUND:

In order to maintain a clean and safe environment for LYNX customers, the following locations require pressure cleaning services:

- (1) LYNX Central Station
- (2) Colonial Plaza Transfer Center
- (3) Washington Shores Transfer Center
- (4) West Oaks Mall Transfer Center
- (5) Sanford Walmart Transfer Center
- (6) Florida Mall Super Stop
- (7) Kissimmee Intermodal Station
- (8) Apopka Transfer Center
- (9) Rosemont Transfer Center
- (10) LYNX Operations Buildings A and B
- (11) Destination Parkway Super Stop
- (12) Fern Park Transfer Center
- (13) Winter Park Village Transfer Center

Each Transfer Center and LOC A and B is pressure washed semi-monthly, while the LYNX Central Station outside passenger area is pressure washed weekly.

A request for an Invitation for Bid (IFB) for services was approved at the September 25, 2014, Board meeting and the contract was subsequently awarded to TJ's Quality Construction Cleanup, LLC. The current contract will expire October 1, 2016.

LYNX staff seeks authorization to solicit bids for a one (1) year initial contract term, with four (4) one-year options for the pressure washing and steam cleaning of LYNX Central Station and LYNX Transfer Centers. The anticipated Scope of Services includes but is not limited to:

- (1) Pressure cleaning of passenger tarmac areas
- (2) Pressure cleaning of all brick pavers at LCS
- (3) Graffiti, stain and gum removal
- (4) Pressure cleaning of all bus shelters at transfer centers
- (5) Reporting of any and all damages at each location

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will provided that in accordance with all applicable federal, state and local laws. LYNX will ensure that DBEs and Small Business are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability.

FISCAL IMPACT:

LYNX staff included \$80,000 in the FY2016 Amended Operating Budget for pressure washing of the LCS and Transfer Centers. The actual FY2015 expenses were \$51,263 and the projected FY2016 expenses are \$53,280. The FY2017 Preliminary Operating Budget includes \$80,000 for these services.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Ratify Contract #16-C13 with Mansfield Oil Company for
the Purchase of Dyed Ultra Low Sulfur Diesel Fuel

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to ratify Contract #16-C13 to Mansfield Oil Company for the purchase of dyed ultra-low sulfur diesel fuel. The term of the contract is for the balance of the fiscal year beginning April 14, 2016 through September 30, 2016 not to exceed \$2,013,900.

BACKGROUND:

The current contract with James River Petroleum expires on September 30, 2016. An Invitation for Bid (IFB) was issued on July 15, 2015 and responses were due on August 13, 2015. 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.

James River discovered an error in their bid and on March 14, 2016 provided communication with a desire to change the fixed fuel price to .2075 due to a loss in James River's profit margin. The communication stated that if LYNX cannot meet the price increase, the communication received was their 30 day notice of contract cancellation. Staff provided a comprehensive analysis and went back to the original bidding process to find the next lowest bid in the process. Great Lakes Petroleum was the next lowest bidder on the bid list. Upon contacting them, it was discovered they have since pulled their operations out of Florida and no longer provide services in the region. The third lowest bid on the list was Mansfield Oil. Staff analyzed the price James River Petroleum was demanding versus the bid offered by Mansfield Oil and it was determined Mansfield Oil would be the best option for LYNX.

LYNX Board Agenda

The following bids were received:

Mansfield Oil	\$.1753
Petroleum Traders Corp.	\$.2287
Palmdale Oil	\$.1957
RKA Petroleum	\$.2073
James River Solutions	\$.1575
Great Lakes Petroleum Co.	\$.1740
Global Montello Group	\$.2964
Atlas Oil Company	\$.2025
Indigo Energy Partners	\$.1931

The next lowest responsive and responsible bidder is Mansfield Oil.

FISCAL IMPACT:

LYNX staff included \$6,086,348 in the FY2016 Amended Operating Budget for the purchase of dyed ultra-low sulfur diesel fuel. The FY2017 Preliminary Operating Budget includes \$4,714,980 for the purchase of dyed ultra-low sulfur diesel fuel.

Consent Agenda Item #6.C. i

To: LYNX Risk Management Committee

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
Timothy May
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Award a Six (6) Month Extension of Contract #10-C21
with MV Transportation, Inc., for NeighborLink Services

Date: 5/26/2016

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 NeighborLink services from October 1, 2016 through March 31, 2017 with a not-to-exceed amount of \$943,541.

BACKGROUND:

MV Transportation has been the provider of NeighborLink service (formerly PickUpLine) for LYNX since its inception as a demonstration project in South Poinciana in 2007. During the demonstration project, the service proved to be a successful mode and additional routes were implemented.

At the September 11, 2015 meeting, the Board authorized the extension of contract #10-C21 until September 30, 2016, so staff could develop a new scope of work encompassing future expansion to be advertised as a Request for Proposal (RFP).

With the Board's permission, staff requests an extension to the existing contract while the new scope of work is being finalized.

FISCAL IMPACT:

LYNX staff included \$1,993,010 in the FY2016 Amended Operating Budget for NeighborLink purchased transportation service. The actual FY2015 expenses were \$1,706,114 and the projected FY2016 expenses are \$1,808,070. The FY2017 Preliminary Operating Budget includes \$2,027,479 for these services for the entire twelve months.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
Timothy May
(Technical Contact)
Benjamin Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Award a Six (6) Month Extension of Contract #12-C02
with MV Transportation, Inc., for Paratransit Services

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting 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 six (6) months, paratransit services from October 1, 2016 through March 31, 2017 in an amount not-to-exceed \$7,363,973.

BACKGROUND:

MV Transportation has been the provider of paratransit service (ACCESS LYNX) for LYNX since 2002.

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. That Scope of Work is now complete, and staff is ready for the release of the RFP. Given the nature of the contract, the time needed for the vendors to respond, the time the selection committee would need to review the proposals and recommend a contract award to the Board, staff is requesting an extension of Contract #12-C02 for a six (6) month period ending March 31, 2017. The current contract allows for a six (6) month extension at the current payable rate.

FISCAL IMPACT:

LYNX staff included \$13,794,910 in the FY2016 Amended Operating Budget for paratransit purchased transportation service. The actual FY2015 expenses were \$14,416,415 and the projected FY2016 expenses are \$14,370,278. The FY2017 Preliminary Operating Budget includes \$15,096,144 for these services for the entire twelve months.

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)
Stephen Wachtler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Award an Extension of Contract #13-C13 with Aramark
for the Rental and Cleaning of Work Uniforms and Mats

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #13-C13 with ARAMARK Uniform & Career Apparel, LLC for the rental and cleaning of employee uniforms, shop supplies, and floor mats in an annual not-to-exceed amount of \$71,000.

BACKGROUND:

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

On January 31, 2013, the Board of Directors authorized LYNX to "piggyback" the Osceola County Public School District contract with ARAMARK Uniform & Career Apparel, LLC. The terms of the contract were three (3) years with 2 one-year options. This is the second option year.

FISCAL IMPACT:

LYNX staff included \$74,570 in the FY2016 Amended Operating Budget for uniform rental and laundering and materials and supplies. The actual FY2015 expenses were \$100,620 and the projected FY2016 expenses are \$76,687. The FY2017 Preliminary Operating Budget includes \$71,000 for these services.

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)
Muriel Bryant-Manolesakis
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #13-C22 with Seaboard Neumann Distributors for Bulk Delivery of 15W-40 Motor Oil

Date: 5/26/2016

ACTION REQUESTED:

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

BACKGROUND:

In April 2013, an Invitation for Bid (IFB) was released for the purchase of bulk motor oil. The Board of Directors awarded Seaboard Neumann Distributors the contract on July 25, 2013. The initial contract was for three (3) years with two (2) one-year options. With the addition of CNG buses to the fleet, a supply of low ash oil will be incorporated into the contract. CNG buses are replacing diesel buses. The total amount of oil usage will not change, only the type of oil needed. The initial three (3) year contract will expire July 24, 2016.

FISCAL IMPACT:

LYNX staff included \$367,797 in the FY2016 Amended Operating Budget for oil and lubricants of which \$179,759 is allocated for the purchase of 15W-40 motor oil. The actual FY2015 expenses were \$146,754 for 15W-40 motor oil and the projected FY2016 expenses are \$145,465. The FY2017 Preliminary Operating Budget includes \$366,752 for oil and lubricants of which \$179,759 is allocated for the purchase of 15W-40 motor oil.

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6119

Item Name: Extension of Contracts
Authorization to Award an Extension of Contract #13-C24 with Gallagher
Benefit Services for Health Insurance Brokerage Services

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract 13-C24 with Gallagher Benefit Services for Health Insurance Brokerage Services.

BACKGROUND:

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

In accordance with Governing Board approval, a Request for Proposal (RFP) was released on April 24, 2013 and a contract award issued on 7/25/13.

FISCAL IMPACT:

Under this contract, LYNX does not pay separately for broker services. Gallagher benefit services factors the broker fees in their rate under this contract at two percent (2%) for medical, five percent (5%) for dental and vision and ten percent (10%) for life and disability/benefits options.

Consent Agenda Item #6.C. vi

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
MYLES O'KEEFE
(Technical Contact)
SHEENA BARTLEY
(Technical Contact)
Nicolette Galvan
(Technical Contact)

Phone: 407.841.2279 ext: 6019

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

Date: 5/26/2016

ACTION REQUESTED:

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

BACKGROUND:

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

The LYNX Board of Directors authorized an increase in the Contract #13-C25 not to exceed amount, from \$145,411 to \$266,052, on July 23, 2015 to continue working with LYNX and external partners to develop and complete the Systems Engineering Process tasks outlined in Contract #13-C25; to include: the Software and Hardware Development and Installation;

Integration, Testing and Validation; Operations, Maintenance, and Lifecycle Plan; Outreach and Marketing; Evaluation of Project Success; and a Final Report.

The request to exercise the first option year of the contract is the result of increased project emphasis placed on the System Requirements and High Level Design of the Veterans Transportation and Community Services (VTRACS) system, in working with the project's external partners. In addition, exercising the first option year of the contract allows proper time to proceed through the procurement process and to properly test, validate and evaluate the installed VTRACS product and project process.

FISCAL IMPACT:

LYNX staff included \$891,837 and \$60,180, respectively, in the FY2016 Amended Capital and Operating Budgets for the Veterans Transportation Resources and Community Services project. The FY2017 Preliminary Operating Budget includes \$100,000 for this project and an appropriate amount will be included in the FY2017 Capital Budget.

Consent Agenda Item #6.C. vii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)
Stephen Wachtler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #13C-26A with Ben's Paint Supply for Paint and Body Shop Supplies

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract 13-C26A with Ben's Paint Supply for paint and body shop supplies in an annual not-to-exceed amount of \$111,004.

BACKGROUND:

LYNX provides all body shop, paint, and collision repairs for a fleet of buses, support vehicles, and Road Ranger units. The provider of services is a specialized vendor of industrial applications to support large body shop's needs. The body shop performs repairs and paint work on a daily basis ranging from minor damage to heavy collisions. A consistent supply of product is instrumental in maintaining the efficiency of the body shop.

FISCAL IMPACT:

LYNX staff included \$250,000 in the FY2016 Amended Operating Budget of which \$60,000 is allocated to purchase paint and body shop supplies under Contract 13-C26A. The actual FY2015 expenses for this contract were \$59,335 and the projected FY2016 expenses are \$65,659.

Consent Agenda Item #6.C. viii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)
Stephen Wachtler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #13-C26B with
Accugraphics for Vinyl Products

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract 13-C26B with Accugraphics for vinyl products in an annual not-to-exceed amount of \$69,928.

BACKGROUND:

LYNX has acquired a new vinyl printer for the creation of wraps and advertisement. Accugraphics provides material needed to operate the unit. With the purchase of a new and more efficient printer, LYNX has reduced some of the expenses associated with maintenance, ink, and other vinyl products.

FISCAL IMPACT:

LYNX staff included \$250,000 in the FY2016 Amended Operating Budget of which \$30,000 is allocated to purchase vinyl products under Contract 13-C26B. The actual FY2015 expenses were \$10,200 for these products and the projected FY2016 expenses are \$15,000. The FY2017 Preliminary Operating Budget includes \$215,000 for materials and supplies- body shop.

Consent Agenda Item #6.C. ix

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)
STEPHEN BERRY
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc. for the Maintenance and Inspections of the Amerex Fire Suppression System

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc. for maintenance and inspections of the Amerex Fire Suppression System in an annual not-to-exceed amount of \$80,000.

BACKGROUND:

The Amerex Fire Suppression System is installed on 66% of the fleet, and is an on-board engine compartment fire suppressant system designed to work in the event of a catastrophic fire in the engine compartment. The service sought will consist of semi-annual inspections, annual services and hydrostatic tests. Each bus must be serviced by a highly trained contracted technician in the area of squibs and linear actuators. LYNX has established a project to phase down the need of contracted inspections, 33% of the fleet is now using a water based fire suppression system that can be inspected and serviced in house.

FISCAL IMPACT:

LYNX staff included \$80,000 in the FY2016 Amended Operating Budget for maintenance and inspections of the Amerex Fire Suppression System. The actual FY2015 expenses were \$72,202 and the projected FY2016 expenses are \$72,694. The FY2017 Preliminary Operating Budget includes \$80,000 for these services.

Consent Agenda Item #6.C. x

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)
Muriel Bryant-Manolesakis
(Technical Contact)
Stephen Wachtler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #14-C03 with
Johnson's Wrecker Service, Inc. for Towing Services

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract 14-C03 with Johnson's Wrecker Service in an annual not-to-exceed amount of \$52,752.

BACKGROUND:

LYNX requires, on an as-needed basis, towing service for occasions when a bus cannot return to its operating base at LYNX Operations Center (LOC) or Osceola Satellite Facility (OSF) under its own power. This is generally a result of a system failure (engine, transmission, etc.) or an accident. LYNX will occasionally have buses towed to vendors for repairs and/or buses between its locations to complete repairs. Additionally, LYNX at times, has had to tow automobiles and light trucks used as support vehicles and staff cars.

In July 2013, staff requested authorization by the Board of Directors to issue an Invitation for Bid (IFB) for towing services as the previous contract was to expire on September 30, 2013. The initial contract was awarded at the September 2013 Board meeting for a term of three (3) years with two (2) one-year options and became effective October 1, 2013. The initial three year contract will expire on September 30, 2016.

FISCAL IMPACT:

LYNX staff included \$52,000 in the FY2016 Amended Operating Budget for towing services. The actual FY2015 expenses were \$78,481 and the projected FY2016 expenses are \$50,726. The FY2017 Preliminary Operating Budget includes \$52,000 for these services.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
Timothy May
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Adopt the FY2017 Transportation Disadvantaged Trip Grant

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors adopt Resolution #16-005 authorizing the Chief Executive Officer (CEO) or designee to execute the Transportation Disadvantaged Grant Application for State Fiscal Year 2017, file the application with the Florida Commission for the Transportation Disadvantaged, and execute any and all agreements or contracts which may be required in connection with the application.

BACKGROUND:

Each year, the Florida Commission for the Transportation Disadvantaged (TD) awards Trip Grants to Community Transportation Coordinators (CTC) to provide TD trips within their service area. The designated CTC for any one service area is the only entity in that service area eligible for the Trip Grant. LYNX serves as the CTC for Orange, Osceola and Seminole Counties.

The Transportation Disadvantaged Trip Grant provides funding for all TD services provided by LYNX' Paratransit Operations Division.

FISCAL IMPACT:

LYNX staff included \$4,264,013 in the FY2017 Preliminary Operating Budget for Transportation Disadvantaged grant revenue. The actual grant revenue will be included in the final adopted FY2017 Operating Budget. The Grant requires a 10% local match, which is obtained through customer fares.

CFRTA RESOLUTION 16-005

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX): AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO FILE A TRANSPORTATION DISADVANTAGED TRUST FUND GRANT APPLICATION WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

WHEREAS , this is a resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), hereby authorizes the filing of a Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged.

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Edward L Johnson, Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes Edward L Johnson, Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application.
4. The BOARD authorizes Blanche W. Sherman, Director of Finance, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the application or subsequent agreements.

**CERTIFICATION OF THE ADOPTION OF RESOLUTION #16-005 BY THE
BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY d/b/a LYNX**

APPROVED AND ADOPTED this **26th day of May 2016**, by the Governing Board of Directors of the Central Florida Regional Transportation Authority, d/b/a LYNX.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Board of Directors

Chairman

Attest:

Assistant Secretary

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Kenneth Jamison
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) for Mobility on Demand (MOD) Sandbox Demonstration Program

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Transit Administration (FTA) for the Public Transportation Innovation Funding Opportunity: Mobility on Demand (MOD) Sandbox Demonstration Program.

BACKGROUND:

On May 3, 2016, the Federal Transit Administration (FTA) released a Notice of Funding Opportunity (NOFO) solicitation and the availability of approximately \$8.0 million of funding to demonstrate and evaluate innovative approaches to integrated "Mobility on Demand" (MOD) solutions within a public transportation framework. The MOD Sandbox Demonstration Program is intended to provide a platform where integrated MOD concepts and solutions are supported and demonstrated through local partnerships in a real-world setting.

FTA will fund project teams to adopt innovative business models to deliver high quality, seamless and equitable mobility options for all travelers. The MOD Sandbox projects are funded under FTA's Research, Development, Demonstration and Deployment program authority. FTA intends to award multiple MOD Sandbox demonstration projects under this announcement. The MOD Sandbox Demonstration Program is part of a larger MOD research effort at FTA and the U.S. Department of Transportation (DOT) that seeks to support transit agencies and communities as they navigate the dynamic, evolving landscape of personal mobility and integrated multimodal

transportation networks. FTA is interested in conducting research on new service options in combination with available technologies that enable a traveler-centric approach to transportation, and provide better mobility options for everyone.

FTA's MOD Sandbox Demonstration Program will provide a platform where integrated MOD concepts and solutions – supported through local partnerships – can be demonstrated in real-world settings. FTA seeks to fund project teams to innovate, explore partnerships, develop new business models, integrate transit and MOD solutions, and investigate new, enabling technical capabilities such as integrated payment systems, decision support, and incentives for traveler choices. FTA intends to conduct evaluations of each of the demonstration efforts to measure the program impacts and assess how existing FTA policies and regulations may support or impede these new mobility service models.

Eligible activities include all activities leading to the demonstration of the innovative MOD and transit integration concept, such as planning and developing business models, obtaining equipment and service, acquiring/developing software and hardware interfaces to implement the project, and operating the demonstration.

The City of Orlando is working with a team of regional partners to advance the City and the region to become one of the country's first "Smart Cities." The local "Smart City" vision is to improve mobility, efficiency, safety, and sustainability while reducing the causes of climate change. This funding opportunity would allow LYNX to work with the City of Orlando to leverage the technical expertise of the local team members on one of the many steps to becoming a "Smart City."

Proposals must be submitted electronically through the Grants.gov website by midnight Eastern Time on **July 5, 2016**.

The federal share of project costs is 80%. A 20% local match is required. LYNX will be working with partner agencies, including the state transportation disadvantaged service agreement funding for possible source of the local match, subject to the determination of project for this initiative. Staff will apprise the LYNX Board on the project submitted and local match proposed for this project prior to any commitment for grant award.

FISCAL IMPACT:

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

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Kasia Castro
(Technical Contact)
Carleen Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) for Rides to Wellness Demonstration Funding Opportunity

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Transit Administration (FTA) for the Rides to Wellness (R2W) Demonstration and Innovative Coordinated Access and Mobility Grants.

BACKGROUND:

On March 29, 2016, the Federal Transit Administration (FTA) released a Notice of Funding Opportunity (NOFO) solicitation and the availability of approximately \$5.3 million of funding from two funding programs. The goal of the R2W Demonstration Grant is to find and test promising, replicable public transportation healthcare access solutions that support the following goals:

- Increased access to healthcare
- Improved healthcare outcomes
- Reduced healthcare costs

Proposers must serve as the lead agency of a local consortium that includes stakeholders from the transportation, healthcare, human services or other sectors. This initiative is part of a series of activities to address challenges for the transportation disadvantaged in accessing health and

LYNX Board Agenda

wellness services. FTA's goal for the demonstration grants is to select and test promising transportation healthcare access solutions that other communities can replicate.

The R2W Demonstration Grants will operate as pilots for up to 18 months. Within the first year, projects must be able to demonstrate impacts related to the goals of R2W.

Eligible projects include implementation-ready capital and operating projects that enhance transportation access such as: mobility management, health and transportation provider service partnerships, technology and other activities.

LYNX as the Community Transportation Coordinator will leverage upon partnerships that currently exist with local partners such as METROPLAN ORLANDO's Transportation Disadvantaged Local Coordinating Board, local hospitals, human services agencies, and stakeholder/ steering committee members for the updating of the coordinated humans service transportation plan included in the Transportation Disadvantaged Service Plan (TDSP) and the Veterans Transportation Community Living Initiative.

The federal share of project costs is 80%. A 20% local match is required. LYNX will work with partner agencies, as well as, the state transportation disadvantaged service for possible source of the local match. Staff will apprise the LYNX Board on the local match proposed for this project prior to any commitment for grant award.

FISCAL IMPACT:

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

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
MYLES O'KEEFE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Enter into Interlocal Agreements with City of Orlando,
Orange County, and Seminole County for the SR 436 Corridor Study

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into Interlocal Agreements with the City of Orlando, Orange County, and Seminole County to conduct a Corridor Study on State Road 436 and to amend the FY2016 Amended Operating Budget, accordingly.

BACKGROUND:

The SR 436 Corridor Study seeks to evaluate various transportation alternatives to enhance transit services along SR 436. The primary focus of this 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. This study will consider 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. The study will pivot off of the SR 50/UCF Connector Alternatives Analysis and OIA Refresh Alternatives Analysis that were recently completed, as they relate to the proposed study area. The connection to the SR 50 Bus Rapid Transit (BRT) at proposed SR 50/SR 436 BRT stations, as well as the Fern Park SuperStop, would provide a key east-west connector for residents along SR 436 to SunRail. The Study will also evaluate possible relocation of the Fern Park SuperStop.

SR 436 is a primary corridor through the City of Orlando, eastern Orange County and southern Seminole County, as well as the local access road to OIA. The greater Orlando area receives over 62 million visitors a year and many of them arrive via OIA. For many of those visitors, SR 436 is their first and last impression of the region. The City of Orlando is rebranding the SR 436 Corridor as "Gateway Orlando," and has recently adopted the Semoran Boulevard Vision Plan

and complementary rezoning ordinance to improve the types of redevelopment that can occur along SR 436. The Vision Plan includes recommendations to make the corridor “transit ready.”

The corridor study segment of SR 436 is currently served by Links 1, 3, 6, 28, 29, 42, 51, 436N, and 436S; routes that combine to serve over 342,000 trips each month. At the Orlando International Airport, additional connections can be made with Links 11, 111, and 407. At the Fern Park SuperStop, connections can be made with Links 102 and 103. Additional connections that serve surrounding neighborhoods can be made with Links 13, 15, 29, 104 and a future SR 50 BRT. Together, these Links serve approximately 25% of daily fixed route ridership.

The SR 436 Corridor Study is supported by the LYNX 2030 Vision Plan, which identified SR 436 as a Transit Emphasis Corridor, and the LYNX Comprehensive Operational Analysis (COA), which recommended needed service improvements to address over-crowding, on-time performance and bus stop spacing. A recommendation from both studies included new express services operating along the SR 436 corridor from Apopka, Altamonte Springs, and Fern Park, to OIA. Further, the SR 436 Corridor Study is identified as a regional priority in the Transit Projects portion of MetroPlan Orlando’s FY 2019/2020 – 2039/2040 Project Priority List.

The SR 436 Corridor Study will contain recommendations for future transportation infrastructure and short-term implementable solutions prior to major capital improvements in the long term. This project intends to address the mobility needs of the community (e.g., personal vehicles, transit, bicycle, and pedestrian transportation modes) and to advance the community’s long-term vision for the corridor. This corridor study will provide the preliminary analysis required to enter the federal project development process in accordance with FTA grant eligibility rules. In addition, LYNX is partnering with the Florida Department of Transportation to specifically include investigation into bicycle and pedestrian safety improvements along the corridor to support its Complete Streets initiatives.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2016 Adopted Operating Budget to include \$1,270,000 for the SR 436 Corridor Study with funding from the City of Orlando, Orange County, Seminole County, and FDOT pending executed agreements. In addition, LYNX staff will include in the FY2017 Operating Budget the final amounts by jurisdiction as listed in the table below:

<u>Jurisdiction</u>	<u>Amount</u>
City of Orlando	\$ 450,000
Orange County	190,000
Seminole County	455,000
FDOT	175,000
	<u>\$ 1,270,000</u>

INTERLOCAL AGREEMENT

(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)

By and between

City of Orlando, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

Relating to a Transit Corridor Study of State Road 436

Orlando City Council

Regular Meeting of _____, _____, 2016

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2016

THIS INTERLOCAL AGREEMENT ("Agreement"), made in the City of Orlando, County of Orange, State of Florida, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the "City"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "Authority").

WITNESSETH

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

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

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

WHEREAS, the City has created a Growth Management Plan Transportation Element to, in part, evaluate the existing facilities, projects, future demand and future transportation enhancements within the City; and

WHEREAS, the Growth Management Plan Transportation Element, in Objective 1.6 states "Access to the Orlando International Airport and Orlando Executive Airport shall be improved by 2015 through integration of existing and future ground transportation systems"; and

WHEREAS, the Growth Management Plan Transportation Element, in Objective 4.4 states "The City shall coordinate as needed with Orange, Seminole, and Osceola Counties, the Florida Department of Transportation, the Orlando-Orange County Expressway Authority, the Central Florida Regional Transportation Authority (dba LYNX), and the East Central Florida Regional Planning Council on key land development and transportation decisions affecting the transportation Level of Service Standards and Monitoring Level of Service for major thoroughfares set within the city's jurisdiction." and Policy 4.4.6 states "The City shall seek to coordinate all transit proposals in metropolitan activity centers with the Central Florida Regional Transportation Authority (d/b/a LYNX); and

WHEREAS, the Growth Management Plan Transportation Element, a "Semoran Boulevard BRT" is identified as a Recommended Mobility Project for the 2010-2030 time period; and

WHEREAS, the parties desire that the Authority contract for the performance of State Road 436 (SR 436) corridor study (the "**Study**"), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs along the SR 436 corridor in order to improve corridor mobility through a higher level of public transportation service; and

WHEREAS, the Study is the first step of the United States Department of Transportation Federal Transit Administration ("**FTA**") New Starts and Small Starts planning and project development processes; and

WHEREAS, FTA's New Starts and Small Starts programs are the federal government's primary financial resource for supporting locally-planned, implemented, and operated transit "guideway" capital investments; and

WHEREAS, a corridor study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for helping to determine which projects may result in the local selection of a project eligible for FTA New Starts or Small Starts funding; and

WHEREAS, a corridor study further serves as the process for development of the technical information necessary to support a candidate's process into the New Starts' and Small Starts' project development; and

WHEREAS, the City has allocated funding for the Study and will provide a local share estimated to be in the amount of \$450,000 (the "**Local Share**"); and

WHEREAS, the parties desire that the Authority contract with a Qualified Private Supplier (as hereinafter defined) or Qualified Private Suppliers to perform all of the services necessary to complete the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project; and

WHEREAS, the City Council of the City of Orlando, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of the City of Orlando.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

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

"Additional Funding Partners" has the meaning set forth in Section 5.

"Agreement" has the meaning set forth in the Caption.

"Authority" has the meaning set forth in the Caption.

"Breaching Party" has the meaning set forth in Section 27.1.

"County" has the meaning set forth in the Caption.

"Contract" means a contract that the Authority enters into with a Qualified Private Supplier for goods and/or services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"Damages" has the meaning set forth in Section 8.

"FTA" means the U.S. Department of Transportation Federal Transit Administration.

"Indemnatee(s)" has the meaning set forth in Section 8.

"Local Share" has the meaning set forth in the Recitals.

"Master Agreement" means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2014, as the same may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).

"New Starts Project" means a transit fixed "guideway" project for which FTA agrees to provide New Starts Funding and which results from the Study.

"OIA" means Orlando International Airport, having an address of One Jeff Fuqua Boulevard, Orlando, Florida 32827.

"Project Budget" has the meaning set forth in Section 5.

"Qualified Private Supplier(s)" means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"Small Starts Project" means a transit fixed guideway system or corridor-based BRT system project for which FTA agrees to provide Small Starts Funding and which results from the Study.

"Solicitation Document" means a request for proposal or other document that the Authority uses to solicit a Qualified Private Supplier to enter into a Contract with the Authority.

"Study" has the meaning set forth in the Recitals.

3. **Scope of the Study.** The focus of the Study will be a segment of the SR 436 corridor between SR 434 and the OIA South Terminal due to the significant role this portion plays in the region's economy and image. The points of focus for the Study are:

1. Improve mobility and access to transit
2. Enhance the image of the corridor and the improve visitors' first impressions through context sensitive land use, infrastructure and wayfinding designs
3. Improve connectivity and mode share through the identification of connectivity gaps and barriers to pedestrian and bicycle access and mobility along and across this corridor
4. Improve pedestrian and bicycle safety, comfort and access - relative to the corridor and associated LYNX services - through an understanding of how safety, comfort and access are impacted by the corridor's infrastructure policy, design, practice and regulation
5. Increase transit ridership
6. Reduce transit travel time in the corridor
7. Understand the nature of transit travel along the corridor and relationship to other LYNX services as well as the use of SunRail
8. To Promote/encourage redevelopment projects in the communities and neighborhoods along the corridor to be transit supportive by integrating transit, bicycle and pedestrian amenities within the development.
9. Analyze the impact of tourist related trips in the corridor
10. Analyze the relationship of transit and existing and proposed land uses
11. Understand the transportation needs of the unique populations living, working and visiting this corridor
12. Improve quality of life for those who live and work along this corridor.
13. Emphasize context sensitive complete streets fundamentals

The study is intended to provide a clear understanding of transportation issues in the project corridor and will produce system performance statistics for informed decision making. Because LYNX would like to ensure a that potential project could compete for federal funding in the future, LYNX staff and the consultant team will coordinate as appropriate with the FTA in terms of forecasting methodology, cost, benefit, and impact. The Study scope includes the following tasks:

1. Project Management
2. Public Outreach
3. Data Collection and Conditions/Needs Assessment
4. Formulate Project Goals and Objectives and Evaluation Criteria
5. Identification of Alternatives
6. Traffic Impact/Access Study
7. Offline Ridership Model
8. Alternatives Review
9. Next Steps Memorandum
10. Funding Program Evaluation
With one optional task
11. Health Impact Assessment

4. **Qualified Private Supplier.** The Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers to carry out the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project. The Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers. The method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers shall be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement Regulations. The City understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a request for proposal or similar process. The City also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers (for either the Study, future phases of the New Starts or Small Starts planning and project development process for the New Starts or Small Starts Project) within the Project Budget (as defined below), then the Authority may, in its discretion, terminate this Agreement pursuant to Section 27.2, herein. The City also understands and accepts that a request for proposal, or similar process, will not be executed until the Authority has signed Interlocal Agreements with the City, Orange County, and Seminole County and signed a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) to ensure funding for the Study.

5. **Project Budget.** The parties anticipate the total cost of the Study to be \$1,270,000 (the "**Project Budget**"). The Project Budget is equal to sum of the Local Share from the City, as well as funding contributions from Orange County, Seminole County, and the Florida Department of Transportation ("**FDOT**") (the "**Additional Funding Partners**"), as more fully described in **Exhibit "A"**, attached hereto and incorporated herein. The Project Budget as shown on **Exhibit "A"** may increase or decrease depending on the proposals received in response to the request for proposal process described in Section 4 above (it being acknowledged and agreed that the Authority will not contract with a Qualified Private Supplier or Qualified Private Suppliers without first obtaining the consent of the City should the cost of the contract exceed the anticipated Project Budget); however, the City's Local Share will remain fixed and shall not be increased without the parties formally amending this Agreement pursuant to Section 25 herein. The City of Orlando funding will be available after October 1, 2016 subject to City Council approval. The Authority shall require the Additional Funding Partners to pay their respective funding contributions, in full, to the Authority within 30 days of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers, and the Authority shall provide written notice to the City of the Additional Funding Partners' commitments to provide their respective contributions via their own agreements with the Authority. If the Authority does not receive complete funding contributions from the Additional Funding Partners within ninety (90) days of the City's payment of the Local Share to the Authority, then the Authority shall notify the City in writing and return the Local Share to the City within thirty (30) days of the City's request. The Authority will pay all invoices received from the Qualified Private Supplier or Qualified Private Suppliers to the extent of the Project Budget. The Authority is solely responsible to review all invoices paid from the Project Budget and ensure that each invoice is valid and consistent with the terms of the Study Contract. If at any time the Authority believes that the cost to perform the Study will exceed the Project Budget, then the Authority shall notify the City, Orange County, Seminole County, and FDOT of such belief and the City, Orange County, Seminole County, FDOT, and the Authority shall discuss whether or not and to what extent, if any, (a) the City, Orange County, Seminole County and FDOT will provide additional monies to fund the Study and/or (b) to what extent the scope of services in the Contract should be reduced. When additional monies are required for the Study, the City and the Additional Funding Partners, shall provide the appropriate documentation that will lead to the required contract modification. Should the Authority and the City, Orange County, Seminole County and FDOT fail to reach an agreement (or should the Authority fail to reach an agreement with the Additional Funding Partners), then either the Authority

or the City may terminate this Agreement by delivering to the other party written notice of its desire to terminate this Agreement. In such an event, this Agreement shall be terminated on the date which is 30 days following the receipt of the notice of termination (or such later date as specified in such notice). To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the City for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners. It is the intent of this Agreement that the Authority shall have no financial liability in connection with the Study.

6. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the Study and, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process, and the New Starts or Small Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the City and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The City agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the City pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights granted to the City under this section shall be in addition to and not in limitation of any other inspection or audit rights that the City may have under law.

7. **Additional Funding.** Upon completion of the Study, and with the results acquired through the Study, the Authority intends to submit grant applications to FTA for discretionary and/or New Starts or Small Starts funding which, if approved, would be used exclusively for future phases of the New Starts or Small Starts planning and project development process as well as the New Starts or Small Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such grant applications or requiring that the City participate in the funding of such projects. For each subsequent project, the City and the Authority may enter into new Interlocal Agreements; each agreement will be specific to a phase of the work. For each future phase of the New Starts or Small Starts planning and project development process as well as for the New Starts or Small Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the City may provide a local match to any grant being provided by FTA; (c) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.

8. **Indemnification by Third Parties.** Subject to the limitations contained in Section 725.06, Florida Statutes, on and after the effective date of this Agreement, the Authority shall require all third party vendors (including without limitation a Qualified Private Supplier) providing any goods or services related to the Study, future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project (if applicable), to defend, indemnify, and hold harmless both the City and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to

as the **"Indemnitees"** and individually as the **"Indemnitee"** from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, **"Damages"**) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitee, may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Study, the future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The foregoing notwithstanding, the Authority need not require that third party vendors (including Qualified Private Suppliers) defend, indemnify, or hold harmless the City, and each of its officers, directors, agents, and employees for Damages which arise out of or relate to goods or services that the third party vendors provide for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project if the City elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the City or the Authority to any other party, nor shall it constitute a waiver by the City or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability outlined in Section 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require all Qualified Private Suppliers providing any goods or services related in any way to the Study, future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project to provide and maintain insurance in accordance with the insurance coverage policies of the City and the Authority for such third party goods and services providers. The respective policy or policies must name the City and the Authority as an additional insured. The foregoing notwithstanding, the Authority need not require that Qualified Private Suppliers providing goods or services for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project provide and maintain insurance in accordance with the City's insurance coverage policies or name the City as an additional insured in connection with such goods or services if the City elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained herein shall require the City or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the City and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the City or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability outlined in Section 768.28, Florida Statutes.

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

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

If to the City:	City of Orlando Transportation Engineering 400 S. Orange Avenue Orlando, Florida 32801 Attn: Transportation Director Telephone: (407) 246-3978 Facsimile: (407) 246-3392
With a copy to:	City Attorney's Office City of Orlando 400 S. Orange Avenue Orlando, Florida 32802 Telephone: (407) 246-2295 Facsimile: (407) 246-2854
If to Authority:	Central Florida Regional Transportation Authority 455 N. Garland Avenue Orlando, Florida 32801 Attn: Procurement Manager Telephone: (407) 841-2279 Facsimile: (407) 254-6292
With a copy to:	Central Florida Regional Transportation Authority 455 N. Garland Avenue Orlando, Florida 32801 Attn: Chief Executive Officer Telephone: (407) 841-2279 Facsimile: (407) 254-6320
With copy to:	Akerman LLP 420 S. Orange Avenue, Suite 1200 Orlando, Florida 32801 Attn: Patrick T. Christiansen, Esquire Telephone: (407) 423-4000 Facsimile: (407) 843-6610

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

12. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in Sections 4 and 7.

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

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

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

16. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The City and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

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

18. **Further Assurances.** The City and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

19. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the City and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

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

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

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

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

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

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

26. **Effective Date and Term.** This Agreement shall be effective as of the date the last party executes the Agreement, and shall thereafter remain in effect for the first to occur of (i) the completion of each party's obligation under this Agreement or (ii) a period of thirty-six (36) months from the effective date, unless otherwise earlier terminated pursuant to the provisions herein. Those provisions of this Agreement which by their nature are intended to survive a termination of this Agreement shall remain in effect following any such termination.

27. **Termination of Agreement.**

27.1. **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the City for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.2. **For Convenience.** Each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the City for any remaining portion of the Local Share.

For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

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

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

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

31. **Counterparts' Copies.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

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

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

[Signatures appear on following pages]

SIGNATURE PAGE BY CITY

CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation:

By: _____
Mayor / Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

Interim City Clerk

APPROVED AS TO FORM AND LEGALITY FOR
THE USE AND RELIANCE OF THE CITY OF
ORLANDO, FLORIDA:

Chief Assistant City Attorney

SIGNATURE PAGE BY AUTHORITY

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a Florida body
politic and corporate:

By: _____
Name:
Title:

ATTEST:

By: _____

Name: _____

Title: _____

Reviewed as to Form:

This Agreement has been reviewed as to form by the Authority’s General Counsel. This confirmation is not to be relied upon by any person other than the Authority or for any other purpose.

AKERMAN LLP

By: _____
Name:
Title:

Exhibit “A”

SR 436 Corridor Study Cost Estimate by Jurisdiction			
Estimate includes Health Impact Assessment (HIA) and FDOT Context Sensitive Complete Streets Analysis			
Study Limits: OIA to SR 434			
Jurisdiction	Mileage	Percent	Funding Partner Cost
City of Orlando	9.0	41%	\$450,000
Orange County	3.8	17%	\$190,000
Seminole County	9.1	42%	\$455,000
Subtotal	21.9	100%	\$1,095,000
FDOT Contribution: Bicycle-Pedestrian and Context Sensitive Complete Streets related work.			\$175,000
Total			\$1,270,000

Created: January 27, 2016

Updated: March 30, 2016

DRAFT INTERLOCAL AGREEMENT
(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)
By and between

Seminole County, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

Relating to a Transit Corridor Study of State Road 436

Seminole County Board of County Commissioners

Regular Meeting of _____, _____, 2016

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2016

THIS INTERLOCAL AGREEMENT ("Agreement"), made in the County of Seminole, State of Florida, , is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32773 (the "County"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "Authority").

WITNESSETH

WHEREAS, Part I, of Chapter 125, of Title XI, in section 125.01(1)(m), of the Florida Statutes, provides the legislative and governing body of a county has the power to carry on county government, to include the provision and regulation of arterial and other roads and related facilities, and to develop and enforce plans for the control of traffic and parking; and

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

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

WHEREAS, the Seminole County Comprehensive Plan Transportation Element includes Goal TRA 2 "Centers and Corridors" calling for the adoption and implementation of long-term strategies to support an effective, convenient and economically feasible multimodal transportation system; and

WHEREAS, the Seminole County Comprehensive Plan Transportation Element includes Objective TRA 2.3 "Safe, Efficient, and Livable Transportation System" stating the County shall continue to enforce policies, performance frameworks and regulations to support a transportation system that provides more energy efficient transportation modes within development corridors; and

WHEREAS, the Seminole County Comprehensive Plan Transportation Element includes Policy TRA 2.3.3.2 "Monitor Transit Services" stating the County shall support the efforts of LYNX to operate a possible bus rapid transit line on SR 436; and

WHEREAS, the Seminole County Comprehensive Plan Transportation Element includes Policy TRA 3.1.4 "Designation of Future Enhanced Transit Corridors" designating SR 436 as a corridor for future enhanced high capacity mass transit corridor; and

WHEREAS, the Seminole County Comprehensive Plan Transportation Exhibits identify a portion of the Study area on SR 436 to be within a future Enhanced Transit Corridor; and

WHEREAS, the Seminole County Comprehensive Plan Transportation Exhibits identify portions of the Study area on SR 436 as Development Corridors under 2025 Multimodal Transportation; and

WHEREAS, the parties desire that the Authority contract for the performance of State Road 436 (SR 436) corridor study (the "**Study**"), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs along the SR 436 corridor in order to improve corridor mobility through a higher level of public transportation service; and

WHEREAS, the Study is the first step of the United States Department of Transportation Federal Transit Administration ("**FTA**") New Starts and Small Starts planning and project development processes; and

WHEREAS, FTA's New Starts and Small Starts programs are the federal government's primary financial resource for supporting locally-planned, implemented, and operated transit "guideway" capital investments; and

WHEREAS, a corridor study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for helping to determine which projects may result in the local selection of a project eligible for FTA New Starts or Small Starts funding; and

WHEREAS, a corridor study further serves as the process for development of the technical information necessary to support a candidate's process into the New Starts' and Small Starts' project development; and

WHEREAS, the County has allocated funding for the Study and will provide a local share estimated to be in the amount of \$455,000 (the "**Local Share**"); and

WHEREAS, the parties desire that the Authority contract with a Qualified Private Supplier (as hereinafter defined) or Qualified Private Suppliers to perform all of the services necessary to complete the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Seminole County.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a material part of this Agreement upon which the parties have relied.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations have the meaning set forth below, except where the context clearly requires otherwise.

"Additional Funding Partners" has the meaning set forth in Section 5.

"Additional Interlocal Agreements" has the meaning set forth in Section 5.

"Agreement" has the meaning set forth in the Caption.

"Authority" has the meaning set forth in the Caption.

"Breaching Party" has the meaning set forth in Section 27.1.

"County" has the meaning set forth in the Caption.

"Contract" means a contract that the Authority enters into with a Qualified Private Supplier for goods or services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"Damages" has the meaning set forth in Section 8.

"FTA" means the U.S. Department of Transportation Federal Transit Administration.

"Indemnatee(s)" has the meaning set forth in Section 8.

"Local Share" has the meaning set forth in the Recitals.

"Master Agreement" means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2014, as this Master Agreement may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).

"New Starts Project" means a transit fixed "guideway" project for which FTA agrees to provide New Starts Funding and which results from the Study.

"OIA" means Orlando International Airport, having an address of One Jeff Fuqua Boulevard, Orlando, Florida 32827.

"Project Budget" has the meaning set forth in Section 5.

"Qualified Private Supplier(s)" means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"Small Starts Project" means a transit fixed guideway system or corridor-based BRT system project for which FTA agrees to provide Small Starts Funding and which results from the Study.

"Solicitation Document" means a request for proposal or other document that the Authority uses to solicit a Qualified Private Supplier to enter into a Contract with the Authority.

"Study" has the meaning set forth in the Recitals.

3. **Scope of the Study.** The focus of the Study will be a segment of the SR 436 corridor between SR 434 and the OIA South Terminal due to the significant role this segment plays in the region's economy and image. The points of focus for the Study are the following:

1. Improve mobility and access to transit
2. Enhance the image of the corridor and the improve visitors' first impressions through context sensitive land use, infrastructure and wayfinding designs
3. Improve connectivity and mode share through the identification of connectivity gaps and barriers to pedestrian and bicycle access and mobility along and across this corridor
4. Improve pedestrian and bicycle safety, comfort and access - relative to the corridor and associated LYNX services - through an understanding of how safety, comfort and access are impacted by the corridor's infrastructure policy, design, practice and regulation
5. Increase transit ridership
6. Reduce transit travel time in the corridor
7. Understand the nature of transit travel along the corridor and relationship to other LYNX services as well as the use of SunRail
8. Promote and encourage redevelopment projects in the communities and neighborhoods along the corridor to be transit supportive by integrating transit, bicycle and pedestrian amenities within the development.
9. Analyze the impact of tourist related trips in the corridor
10. Analyze the relationship of transit and existing and proposed land uses
11. Understand the transportation needs of the unique populations living, working and visiting this corridor
12. Improve quality of life for those who live and work along this corridor.
13. Emphasize context sensitive complete streets fundamentals

The Study is intended to provide a clear understanding of transportation issues in the project corridor and will produce system performance statistics for informed decision making. Because LYNX would like to ensure a that potential project could compete for federal funding in the future, LYNX staff and the consultant team will coordinate as appropriate with the FTA in terms of forecasting methodology, cost, benefit, and impact. The Study scope includes the following tasks:

1. Project Management
2. Public Outreach
3. Data Collection and Conditions/Needs Assessment
4. Formulate Project Goals and Objectives and Evaluation Criteria
5. Identification of Alternatives
6. Traffic Impact/Access Study
7. Offline Ridership Model
8. Alternatives Review
9. Next Steps Memorandum

10. Funding Program Evaluation

With one optional task

11. Health Impact Assessment

4. **Qualified Private Supplier.** The Authority shall select and contract with a Qualified Private Supplier or Qualified Private Suppliers to carry out the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project. The Authority is fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers. The method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers will be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement Regulations. The County understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a request for proposal or similar process. The Authority will not issue a request for proposal or similar document until such time as it has entered into the Additional Interlocal Agreements (as defined below) with the City of Orlando and Orange County. The County understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers (for either the Study, future phases of the New Starts or Small Starts planning and project development process for the New Starts or Small Starts Project) within the Project Budget (as defined below), then the Authority may, in its discretion, terminate this Agreement pursuant to Section 27.2, below. The County also understands and accepts that a request for proposal, or similar process, will not be executed until the Authority has signed Interlocal Agreements with the County, the City of Orlando, and Orange County and signed a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) to ensure funding for the Study.

5. **Project Budget.** The parties anticipate the total cost of the Study to be \$1,270,000 (the "**Project Budget**"). The Project Budget is equal to sum of the Local Share from the County, as well as funding contributions from the City of Orlando, Orange County, and the Florida Department of Transportation ("**FDOT**") (the "**Additional Funding Partners**"), as more fully described on **Exhibit "A"**, attached and incorporated into this Agreement. The Project Budget as shown on **Exhibit "A"** may increase or decrease depending on the proposals received in response to the request for proposal process described in Section 4 above (it being acknowledged and agreed that the Authority will not contract with a Qualified Private Supplier or Qualified Private Suppliers without first obtaining the consent of the County should the cost of the contract exceed the anticipated Project Budget); however, the percentages identified in **Exhibit "A"** will remain fixed. The County, as well as the Additional Funding Partners, shall pay their respective Local Shares, in full, to the Authority within 30 days of the LYNX Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers, and the Authority shall provide written notice to the County of the Additional Funding Partners' commitments to provide their respective funding contribution via their own agreements with the Authority (collectively, the "**Additional Interlocal Agreements**"). The Authority shall pay all invoices received from the Qualified Private Supplier or Qualified Private Suppliers to the extent of the Project Budget. The Authority is solely responsible to review all invoices paid from the Project Budget and ensure that each invoice is valid and consistent with the terms of the Study Contract. If at any time the Authority believes that the cost to perform the Study will exceed the Project Budget, then the Authority shall notify the County, the City of Orlando, Orange County, and FDOT of such belief and the County, the City of Orlando, Orange County, and the Authority shall discuss whether or not and to what extent, if any, (a) the County and the Additional Funding Partners will provide additional monies to fund the Study and (b) to what extent the scope of services in the Contract should be reduced. When additional monies are required for the Study, the

County and the Additional Funding Partners, shall provide the appropriate documentation that will lead to the required contract modification. If the Authority and the County fail to reach an agreement (or if the Authority fails to reach an agreement with the Additional Funding Partners), then either party may terminate this Agreement by delivering to the other party written notice of its desire to terminate this Agreement. In such an event, this Agreement will be terminated on the date which is 30 days following the receipt of the notice of termination (or such later date as specified in such notice). To the extent that the total amounts expended by the Authority under this Agreement which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners. It is the intent of this Agreement that the Authority will have no financial liability in connection with the Study.

6. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the Study and, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process, and the New Starts or Small Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the County and any third party auditor designated by either of them will have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The County agrees that any auditor that it designates to act pursuant to this section must be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the County pursuant to this section must be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review must be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required by this review will be made available for review to the auditor. Each respective party shall bear the reasonable costs and expenses incurred by that party under this section. The rights granted to the County under this section are in addition to and not in limitation of any other inspection or audit rights that the County may have under law.

7. **Additional Funding.** Upon completion of the Study, and with the results acquired through the Study, the Authority intends to submit grant applications to FTA for discretionary and New Starts or Small Starts funding which, if approved, would be used exclusively for future phases of the New Starts or Small Starts planning and project development process as well as the New Starts or Small Starts Project. Nothing in this Agreement may be interpreted as requiring that the Authority submit such grant applications or requiring that the County participate in the funding of such projects. For each subsequent project, the County and the Authority shall enter into new Interlocal Agreements; each agreement will be specific to a phase of the work. For each future phase of the New Starts or Small Starts planning and project development process as well as for the New Starts or Small Starts Project: (a) the Authority shall select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the County may provide a local match to any grant being provided by FTA; (c) the Authority shall pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.

8. **Indemnification by Third Parties.** Subject to the limitations contained in Section 725.06, Florida Statutes (2015), as this statute may be amended from time to time, on and after the effective date of this Agreement, the Authority shall require all third party vendors (including without limitation a Qualified Private Supplier) providing any goods or services related to the Study, future phases of the New Starts or Small Starts planning and project development process or the New Starts

or Small Starts Project (if applicable), to defend, indemnify, and hold harmless both the County and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the **"Indemnitees"** and individually as the **"Indemnatee"**) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, **"Damages"**) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnatee or the Indemnitees or which an Indemnatee or the Indemnitee, may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Study, the future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The foregoing notwithstanding, the Authority need not require that third party vendors (including Qualified Private Suppliers) defend, indemnify, or hold harmless the County, and each of its officers, directors, agents, and employees for Damages which arise out of or relate to goods or services that the third party vendors provide for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained in this section constitutes or may be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor does this section constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability specified by these principles and in Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time. Nothing in this Agreement inures to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or other operation of law.

9. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require and verify all Qualified Private Suppliers providing any goods or services related in any way to the Study, future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project to provide and maintain insurance in accordance with the insurance coverage policies of the County, including the Board of County Commissioners, its officials, officers and employees, and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. The foregoing notwithstanding, the Authority need not require that Qualified Private Suppliers providing goods or services for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project provide and maintain insurance in accordance with the County's insurance coverage policies or name the County as an additional insured in connection with such goods or services if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained in this Agreement requires the County or the Authority itself to obtain any insurance. Nothing in this Agreement, including the requirement to list the County and the Authority as "additional insureds" on any insurance policy constitutes a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability specified by these principles and in Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time.

10. **No Personal Liability.** No provision of this Agreement is intended, nor may any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee,

whether elected, appointed, or otherwise, of the County or the Authority in their respective individual or private capacity. None of these persons or entities are subject to personal or private liability by reason of any covenant, promise, or obligation of the County or the Authority under this Agreement.

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

If to the County: Seminole County
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

With a copy to: County Attorney's Office
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

If to Authority: Central Florida Regional Transportation Authority

455 N. Garland Avenue
Orlando, Florida 32801
Attn: Procurement Manager
Telephone: (407) 841-2279
Facsimile: (407) 254-6292

With a copy to: Central Florida Regional Transportation Authority

455 N. Garland Avenue
Orlando, Florida 32801
Attn: Chief Executive Officer
Telephone: (407) 841-2279
Facsimile: (407) 254-6320

With copy to: Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esquire
Telephone: (407) 423-4000
Facsimile: (407) 843-6610

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

12. **Assignment.** Neither party may assign this Agreement, or any portion of it, without the prior, written consent of the other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in Sections 4 and 7.

13. **Third Parties.** Except as explicitly provided for in this Agreement, there are no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, may accrue to or for the benefit of any third party.

14. **Compliance.** Except as explicitly provided for in this Agreement, any provision that permits or requires a party to take action will be deemed to permit or require, as the case may be, the party to cause the action to be taken.

15. **Remedies.** Nothing in this Agreement may be construed to limit either party's remedies in equity or law.

16. **Governing Law and Venue.** This Agreement is governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, must be brought and heard in Seminole County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Seminole County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

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

18. **Further Assurances.** The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated in this Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the County and the Authority, with respect to the subject matter of this Agreement, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties.

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

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

22. **Severability.** If any sentence, phrase, section, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part does not appear to have been a controlling or material inducement to the making of this

Agreement, such part will be deemed of no effect and will be deemed stricken from this Agreement without affecting the full force and binding effect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

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

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

25. **Modification.** Modification of this Agreement may only be made by written agreement of the parties.

26. **Effective Date.** This Agreement will be effective as of the date the last party executes the Agreement, and will thereafter remain in effect until the first to occur of (i) the completion of the each party's obligations under this Agreement or (ii) a period of thirty-six (36) months from the Effective Date, unless earlier terminated pursuant to the provisions of this Agreement. Those provisions of this Agreement which by their nature are intended to survive a termination of this Agreement will remain in effect following any such termination.

27. **Termination of Agreement.**

27.1. **For Cause.** In the event that either party (the "Breaching Party") fails to fulfill any material obligation established under this Agreement, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. To the extent that the total amounts expended by the Authority under this Agreement which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.2. **For Convenience.** Each party has the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of the notice of termination. To the extent that the total amounts expended by the Authority under this Agreement which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of

determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.3. **Failure to Enter Into Additional Interlocal Agreements.** Should the Authority fail to enter into the Additional Interlocal Agreements with either or both the City of Orlando or Orange County by June 30, 2016, then this Agreement will terminate upon such date without any action required on the part of either the Authority or the County.

27.4 **Failure to Appropriate Funds.** The County's obligation to pay the Local Share is contingent upon an appropriation of funds in the specified amount by the Seminole County Board of County Commissioners in the Fiscal Year 2016/2017 budget. Should the County fail or decline to appropriate funds for the Local Share in the 2016/2017 budget, then the County may immediately and unilaterally terminate this Agreement upon providing written notice to the Authority of such termination.

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

29. **Binding Nature of this Agreement.** This Agreement is binding upon and inures only to the benefit of the parties.

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

31. **Counterparts' Copies.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained in this Agreement.

32. **Sovereign Immunity.** Each party is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement constitutes a waiver by either party of such principles or the limits of liability specified by these principles and in Section 768.28, Florida Statutes (2015), as this statute may be amended from time to time, and each party retains its rights and grants under sovereign immunity and this statute.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

[Signatures appear on following pages]

DRAFT

**Interlocal Agreement Between Seminole County, Florida, and Central Florida Regional
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436**

SIGNATURE PAGE BY COUNTY

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JOHN HORAN, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2016, regular meeting.

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance Seminole County only. Approved as to form and legal sufficiency.

By: _____
Name: _____
County Attorney

**Interlocal Agreement Between Seminole County, Florida, and Central Florida Regional
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436**

SIGNATURE PAGE BY AUTHORITY

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a Florida body
politic and corporate:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Reviewed as to Form:

This Agreement has been reviewed as to form by the Authority's General Counsel.
This confirmation is not to be relied upon by any person other than the Authority or
for any other purpose.

AKERMAN LLP

By: _____

Name:

Title:

Exhibit “A”

SR 436 Corridor Study Cost Estimate by Jurisdiction			
Estimate includes Health Impact Assessment (HIA) and FDOT Context Sensitive Complete Streets Analysis			
Study Limits: OIA to SR 434			
Jurisdiction	Mileage	Percent	Funding Partner Cost
City of Orlando	9.0	41%	\$450,000
Orange County	3.8	17%	\$190,000
Seminole County	9.1	42%	\$455,000
Subtotal	21.9	100%	\$1,095,000
FDOT Contribution: Bicycle-Pedestrian and Context Sensitive Complete Streets related work.			\$175,000
Total			\$1,270,000

Created: January 27, 2016

Updated: March 30, 2016

DK

INTERLOCAL AGREEMENT
(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)
By and between

Orange County, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

Relating to a Transit Corridor Study of State Road 436 (Semoran Boulevard)

Orange County Board of County Commissioners

Regular Meeting of _____, _____, 2016

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2016

THIS INTERLOCAL AGREEMENT ("**Agreement**"), made in the County of Orange, State of Florida, is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida, and having its principal place of business at 201 S. Rosalind Avenue, Orlando, Florida 32801 (the "**County**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part III, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "**Authority**").

WITNESSETH

WHEREAS, provided by Part I, of Chapter 125, of Title XI, in section 125.01(1)(m), of the Florida Statutes, the legislative and governing body of a county shall have the power to carry on county government, to include the provision and regulation of arterial and other roads and related facilities, and to develop and enforce plans for the control of traffic and parking; and

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

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

WHEREAS, the Orange County 2030 Long Range Transportation Plan identifies portions of SR 436 for various transit enhancements and studies; and

WHEREAS, on August 19, 2014, Orange County staff presented a Multimodal Corridor Plan to the Board of County Commissioners, to make key State/County corridors more multimodal and enhance livability through high quality transit areas, in addition to focusing on the economy and safety of SR 436 within the Study area; and

WHEREAS, the parties desire that the Authority contract for the performance of a State Road 436 (SR 436) corridor study (the "**Study**"), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs along the SR 436 corridor in order to improve corridor mobility through a higher level of public transportation service; and

WHEREAS, the Study is the first step of the United States Department of Transportation Federal Transit Administration ("**FTA**") New Starts and Small Starts planning and project development processes; and

WHEREAS, FTA's New Starts and Small Starts programs are the federal government's primary financial resource for supporting locally-planned, implemented, and operated transit "guideway" capital investments; and

{38160183;4}

WHEREAS, a corridor study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for helping to determine which projects may result in the local selection of a project eligible for FTA New Starts or Small Starts funding; and

WHEREAS, a corridor study further serves as the process for development of the technical information necessary to support a candidate's process into the New Starts' and Small Starts' project development; and

WHEREAS, the County has allocated funding for the Study and will provide a local share estimated to be in the amount of \$190,000 (the "**Local Share**"); and

WHEREAS, the parties desire that the Authority contract with a Qualified Private Supplier (as hereinafter defined) or Qualified Private Suppliers to perform all of the services necessary to complete the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Orange County.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

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

"Additional Funding Partners" has the meaning set forth in Section 5.

"Additional Interlocal Agreements" has the meaning set forth in Section 5.

"Agreement" has the meaning set forth in the Caption.

"Authority" has the meaning set forth in the Caption.

"Breaching Party" has the meaning set forth in Section 27.1.

"County" has the meaning set forth in the Caption.

"Contract" means a contract that the Authority enters into with a Qualified Private Supplier for goods and/or services related to the Study or, to the extent applicable, future phases of

the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"Damages" has the meaning set forth in Section 8.

"FTA" means the U.S. Department of Transportation Federal Transit Administration.

"Indemnatee(s)" has the meaning set forth in Section 8.

"Local Share" has the meaning set forth in the Recitals.

"Master Agreement" means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2014, as the same may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).

"New Starts Project" means a transit fixed "guideway" project for which FTA agrees to provide New Starts Funding and which results from the Study.

"OIA" means Orlando International Airport, having an address of One Jeff Fuqua Boulevard, Orlando, Florida 32827.

"Project Budget" has the meaning set forth in Section 5.

"Qualified Private Supplier(s)" means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the Study or, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project.

"Small Starts Project" means a transit fixed guideway system or corridor-based BRT system project for which FTA agrees to provide Small Starts Funding and which results from the Study.

"Solicitation Document" means a request for proposal or other document that the Authority uses to solicit a Qualified Private Supplier to enter into a Contract with the Authority.

"Study" has the meaning set forth in the Recitals.

3. **Scope of the Study.** The focus of the Study will be the segment of the SR 436 corridor between SR 434 and the OIA South Terminal due to the significant role this portion plays in the region's economy and image. The points of focus for the Study are:

- (1). Improve mobility and access to transit.
- (2). Enhance the image of the corridor and improve visitors' first impressions through context sensitive land use, infrastructure and wayfinding designs.
- (3). Improve connectivity and mode share through the identification of connectivity gaps and barriers to pedestrian and bicycle access and mobility along and across this corridor.
- (4). Improve pedestrian and bicycle safety, comfort and access - relative to the corridor and associated LYNX services - through an understanding of how safety, comfort and

access are impacted by the corridor's infrastructure policy, design, practice and regulation.

- (5). Increase transit ridership.
- (6). Reduce transit travel time in the corridor.
- (7). Understand the nature of transit travel along the corridor and relationship to other LYNX services as well as the use of SunRail.
- (8). To promote/encourage redevelopment projects in the communities and neighborhoods along the corridor to be transit supportive by integrating transit, bicycle and pedestrian amenities within the development.
- (9). Analyze the impact of tourist related trips in the corridor.
- (10). Analyze the relationship of transit and existing and proposed land uses.
- (11). Understand the transportation needs of the unique populations living, working and visiting this corridor.
- (12). Improve quality of life for those who live and work along this corridor.
- (13). Emphasize context sensitive complete streets fundamentals.

The Study is intended to provide a clear understanding of transportation issues in the project corridor and will produce system performance statistics for informed decision making. Because LYNX would like to ensure that a potential project could compete for federal funding in the future, LYNX staff and the consultant team will coordinate as appropriate with the FTA in terms of forecasting methodology, cost, benefit, and impact. The Study scope includes the following tasks:

- (1). Project Management
- (2). Public Outreach
- (3). Data Collection and Conditions/Needs Assessment
- (4). Formulate Project Goals and Objectives and Evaluation Criteria
- (5). Identification of Alternatives
- (6). Traffic Impact/Access Study
- (7). Offline Ridership Model
- (8). Alternatives Review
- (9). Next Steps Memorandum
- (10). Funding Program Evaluation
- (11). Optional Task: Health Impact Assessment

4. **Qualified Private Supplier.** The Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers to carry out the Study and, to the extent applicable and appropriate, future phases of the New Starts or Small Starts planning and project development process and the New Starts or Small Starts Project. The Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers. The

method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers shall be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement regulations. The County understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a request for proposal or similar process. The Authority will not issue a request for proposal or similar document until such time as it has entered into the Additional Interlocal Agreements (as defined below) with the City of Orlando and Seminole County. The County also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers (for either the Study, future phases of the New Starts or Small Starts planning and project development process for the New Starts or Small Starts Project) within the Project Budget (as defined below), then the Authority may, in its discretion, terminate this Agreement pursuant to Section 27.2, herein.

5. **Project Budget.** The parties anticipate the total cost of the Study to be \$1,270,000 (the "**Project Budget**"). The Project Budget is equal to sum of the Local Share from the County, as well as funding contributions from the City of Orlando, Seminole County, and the Florida Department of Transportation ("**FDOT**") (the "**Additional Funding Partners**"), as more fully described in **Exhibit "A"**, attached hereto and incorporated herein. The Project Budget as shown on **Exhibit "A"** may increase or decrease depending on the proposals received in response to the request for proposal process described in Section 4 above (it being acknowledged and agreed that the Authority will not contract with a Qualified Private Supplier or Qualified Private Suppliers without first obtaining the consent of the County should the cost of the contract exceed the anticipated Project Budget); however, the County's Local Share will remain fixed and shall not be increased without the parties formally amending this Agreement pursuant to Section 25 herein. The Authority shall require the Additional Funding Partners to pay their respective funding contributions, in full, to the Authority within 30 days of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers, and the Authority shall provide written notice to the County of the Additional Funding Partners' commitments to provide their respective funding contribution via their own agreements with the Authority (collectively, the "**Additional Interlocal Agreements**"). The County shall pay its Local Share, in full, to the Authority after the start of the County's next fiscal year on October 1, 2016, and within thirty (30) days of the Authority's written notification to the County of the Authority's Board of Directors' Authorization to Award a contract to the Qualified Private Supplier or Qualified Private Suppliers. The Authority will pay all invoices received from the Qualified Private Supplier or Qualified Private Suppliers to the extent of the Project Budget. The Authority is solely responsible to review all invoices paid from the Project Budget and ensure that each invoice is valid and consistent with the terms of the Study Contract; however, the Authority shall provide copies of invoices to the County upon the County's request. The Authority believes that the Project Budget is adequate to fully fund the Study as represented herein. Should the Authority later determine that due to a change in the scope of services to be performed by the Qualified Private Supplier(s), the Project Budget is no longer adequate to fully fund the Study, this Agreement shall be amended or terminated. Either party may terminate this Agreement by delivering to the other party written notice of its desire to terminate this Agreement. In such an event, this Agreement shall be terminated on the date which is 30 days following the receipt of the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and

project funding shares of the Additional Funding Partners. It is the intent of this Agreement that the Authority shall have no financial liability in connection with the Study.

6. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the Study and, to the extent applicable, future phases of the New Starts or Small Starts planning and project development process, and the New Starts or Small Starts Project. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the County and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The County agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the County pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights granted to the County under this section shall be in addition to and not in limitation of any other inspection or audit rights that the County may have under law.

7. **Additional Funding.** Upon completion of the Study, and with the results acquired through the Study, the Authority intends to submit grant applications to FTA for discretionary and/or New Starts or Small Starts funding which, if approved, would be used exclusively for future phases of the New Starts or Small Starts planning and project development process as well as the New Starts or Small Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such grant applications or requiring that the County participate in the funding of such projects. For each subsequent project, the County and the Authority may enter into new Interlocal Agreements; each agreement may be specific to a phase of the work. For each future phase of the New Starts or Small Starts planning and project development process as well as for the New Starts or Small Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the County may provide a local match to any grant being provided by FTA; (c) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.

8. **Indemnification by Third Parties.** Subject to the limitations contained in Section 725.06, Florida Statutes, on and after the effective date of this Agreement, the Authority shall require all third party vendors (including without limitation a Qualified Private Supplier) providing any goods or services related to the Study, future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project (if applicable), to defend, indemnify, and hold harmless both the County and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "**Indemnitees**" and individually as the "**Indemnitee**") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "**Damages**") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of

law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitee, may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Study, the future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The foregoing notwithstanding, the Authority need not require that third party vendors (including Qualified Private Suppliers) defend, indemnify, or hold harmless the County, and each of its officers, directors, agents, and employees for Damages which arise out of or relate to goods or services that the third party vendors provide for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor shall it constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability outlined in Section 768.28, Florida Statutes. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require all Qualified Private Suppliers providing any goods or services related in any way to the Study, future phases of the New Starts or Small Starts planning and project development process or to the New Starts or Small Starts Project to provide and maintain insurance in accordance with the insurance coverage policies of the County and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. The foregoing notwithstanding, the Authority need not require that Qualified Private Suppliers providing goods or services for future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project provide and maintain insurance in accordance with the County's insurance coverage policies or name the County as an additional insured in connection with such goods or services if the County elects not to provide a local match for such future phases of the New Starts or Small Starts planning and project development process or the New Starts or Small Starts Project. Nothing contained herein shall require the County or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the County and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the County or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability outlined in Section 768.28, Florida Statutes.

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

11. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii)

facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the County: Orange County Transportation Planning Manager
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Telephone: (407) 836-8070

Facsimile: (407) 836-8079

With a copy to: Orange County Attorney P.O. Box 1393
Orlando, Florida 32802-1393

Telephone: (407) 836-7320

Facsimile: (407) 836-5888

If to Authority: Central Florida Regional Transportation Authority

455 N. Garland Avenue

Orlando, Florida 32801

Attn: Procurement Manager

Telephone: (407) 841-2279

Facsimile: (407) 254-6292

With a copy to: Central Florida Regional Transportation Authority

455 N. Garland Avenue

Orlando, Florida 32801

Attn: Chief Executive Officer

Telephone: (407) 841-2279

Facsimile: (407) 254-6320

With copy to: Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esquire
Telephone: (407) 423-4000
Facsimile: (407) 843-6610

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

12. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in Sections 4 and 7.

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

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

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

16. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

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

18. **Further Assurances.** The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

19. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the County and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

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

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

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

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

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

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

26. **Effective Date and Term.** This Agreement shall be effective as of the date the last party executes the Agreement, and shall thereafter remain in effect for the first to occur of (i) the completion of each party's obligation under this Agreement or (ii) a period of thirty-six (36) months from the effective date, unless otherwise earlier terminated pursuant to the provisions herein. Those provisions of this Agreement which by their nature are intended to survive a termination of this Agreement shall remain in effect following any such termination.

27. **Termination of Agreement.**

27.1. **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.2. **For Convenience.** Each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of

the notice of termination. To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget up to the effective date of termination are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the County for any remaining portion of the Local Share. For purposes of determining the portion of the Local Share remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Share and project funding shares of the Additional Funding Partners.

27.3. **Failure to Enter Into Additional Interlocal Agreements.** Should the Authority fail to enter into the Additional Interlocal Agreements with either or both the City of Orlando or Seminole County by June 30, 2016, then this Agreement shall terminate upon such date without any action required on the part of either the Authority or the County.

27.4. **Failure to Appropriate Funds.** The County's obligation to pay the Local Share is contingent upon an appropriation of funds in the specified amount by the Orange County Board of County Commissioners in the Fiscal Year 2016/2017 budget. Should the County fail or decline to appropriate funds for the Local Share in the 2016/2017 budget, then the County may immediately and unilaterally terminate this Agreement upon providing written notice to the Authority of such termination.

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

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

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

31. **Counterparts' Copies.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

32. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles or

the limits of liability contained therein, and each party retains its rights and grants under sovereign immunity.

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

[Signatures appear on following pages]

**Interlocal Agreement Between Orange County, Florida, and Central Florida Regional
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436**

SIGNATURE PAGE BY COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Teresa Jacobs, Mayor

Date: _____

ATTEST: MARTHA O. HAYNIE, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

**Interlocal Agreement Between Orange County, Florida, and Central Florida Regional
Transportation Authority (d/b/a LYNX) for a Transit Corridor Study for State Road 436**

SIGNATURE PAGE BY AUTHORITY

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a Florida body
politic and corporate:

By: _____
Name:
Title:

ATTEST:

By: _____

Name: _____

Title: _____

Reviewed as to Form:

This Agreement has been reviewed as to form by the Authority's General Counsel.
This confirmation is not to be relied upon by any person other than the Authority or
for any other purpose.

AKERMAN LLP

By: _____
Name:
Title:

Exhibit “A”

SR 436 Corridor Study Cost Estimate by Jurisdiction			
Estimate includes Health Impact Assessment (HIA) and FDOT Context Sensitive Complete Streets Analysis			
Study Limits: OIA to SR 434			
Jurisdiction	Mileage	Percent	Funding Partner Cost
City of Orlando	9.0	41%	\$450,000
Orange County	3.8	17%	\$190,000
Seminole County	9.1	42%	\$455,000
Subtotal	21.9	100%	\$1,095,000
FDOT Contribution: Bicycle-Pedestrian and Context Sensitive Complete Streets related work.			\$175,000
Total			\$1,270,000

Created: January 27, 2016

Updated: March 30, 2016

Consent Agenda Item #6.D. v

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
MYLES O'KEEFE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the SR 436 Transit Corridor Study

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) in the amount of \$175,000 to conduct a Corridor Study on State Road 436 and to amend the FY2016 Amended Operating Budget, accordingly.

BACKGROUND:

The SR 436 Corridor Study seeks to evaluate various transportation alternatives to enhance transit services along SR 436. The primary focus of this 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. This study will consider 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. The study will pivot off of the SR 50/UCF Connector Alternatives Analysis and OIA Refresh Alternatives Analysis that were recently completed, as they relate to the proposed study area. The connection to the SR 50 Bus Rapid Transit (BRT) at proposed SR 50/SR 436 BRT stations, as well as the Fern Park SuperStop, would provide a key east-west connector for residents along SR 436 to SunRail.

SR 436 is a primary corridor through eastern Orange County and southern Seminole County, as well as the local access road to OIA. The greater Orlando area receives over 62 million visitors a year and many of them arrive via OIA. For many of those visitors, SR 436 is their first and last impression of the region. The City of Orlando is rebranding the SR 436 Corridor as "Gateway Orlando," and has recently adopted the Semoran Boulevard Vision Plan and complementary

rezoning ordinance to improve the types of redevelopment that can occur along SR 436. The Vision Plan includes recommendations to make the corridor “transit ready.”

The corridor study segment of SR 436 is currently served by Links 1, 3, 6, 28, 29, 42, 51, 436N, and 436S; routes that combine to serve over 342,000 trips each month. At the Orlando International Airport, additional connections can be made with Links 11, 111, and 407. At the Fern Park SuperStop, connections can be made with Links 102 and 103. Additional connections that serve surrounding neighborhoods can be made with Links 13, 15, 29, 104 and a future SR 50 BRT. Together, these Links serve approximately 25% of daily fixed route ridership.

The SR 436 Corridor Study is supported by the LYNX 2030 Vision Plan, which identified SR 436 as a Transit Emphasis Corridor, and the LYNX Comprehensive Operational Analysis (COA), which recommended needed service improvements to address over-crowding, on-time performance and bus stop spacing. A recommendation from both studies included new express services operating along the SR 436 corridor from Apopka, Altamonte Springs, and Fern Park, to OIA. Further, the SR 436 Corridor Study is identified as a regional priority in the Transit Projects portion of MetroPlan Orlando’s FY 2019/2020 – 2039/2040 Project Priority List.

The SR 436 Corridor Study will contain recommendations for future transportation infrastructure and short-term implementable solutions prior to major capital improvements in the long term. This project intends to address the mobility needs of the community (e.g., personal vehicles, transit, bicycle, and pedestrian transportation modes) and to advance the community’s long-term vision for the corridor. This corridor study will provide the preliminary analysis required to enter the federal project development process in accordance with FTA grant eligibility rules. In addition, LYNX is partnering with the Florida Department of Transportation to specifically include investigation into bicycle and pedestrian safety improvements along the corridor to support its Complete Streets initiatives.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2016 Adopted Operating Budget to include \$1,270,000 for the SR 436 Corridor Study with funding from the City of Orlando, Orange County, Seminole County, and FDOT pending executed agreements. In addition, LYNX staff will include in the FY2017 Operating Budget the final amounts by jurisdiction as listed in the table below:

Jurisdiction	Amount
City of Orlando	\$ 450,000
Orange County	190,000
Seminole County	455,000
FDOT	175,000
	<u>\$ 1,270,000</u>

Consent Agenda Item #6.D. vi

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Kenneth Jamison
(Technical Contact)
Tangee Mobley
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit a Service Development Grant Proposal to the Florida Department of Transportation (FDOT) for a Thermo-Electric Waste Energy Generation Demonstration and the Authority to Execute a Joint Participation Agreement (JPA) Upon Notification of Funding

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a Service Development Grant (SDG) proposal to the Florida Department of Transportation (FDOT) for a Thermo-Electric Waste Energy Generation Demonstration and the authorization to execute a Joint Participation Agreement (JPA) upon notification of funding.

This request also includes authorization for the Chief Executive Officer (CEO) or designee to execute a Memorandum of Understanding with the Center for Transportation and the Environment, the FTA grantee for this project and their project partners, including LYNX, HI-Z, Energy Florida, International Trade Bridge (ITB) and Florida Solar Energy Center.

BACKGROUND:

This research and development project will demonstrate the effectiveness and efficiency of a thermoelectric generator in providing power as an alternative source of energy on the bus. Thermoelectric heat waste recovered from engine exhaust will be used to generate electricity, which will supplement and reduce the power needed from the alternator. The reduction in the power needed is expected to directly correlate to a reduction in fuel usage by the engine.

The Center for Transportation and the Environment (CTE) was successful in obtaining Federal Transit Administration (FTA) research and development grant funding for this project. CTE will

be responsible for administration of the FTA grant and for managing day-to-day project management activities. Hi-Z, a small research and development company, will design, develop, and manufacture the thermoelectric modules and generator systems. International Trade Bridge (ITB) will be responsible for managing the integration of the equipment onto the bus, conducting tests and developing data and analysis on technical performance. ITB will also leverage the support of NASA and its contractors during the testing of the system. Energy Florida will be the lead for development of the commercialization plan following the successful development and integration of the technology. The Florida Solar Energy Center, part of the University of Central Florida, will provide third-party reporting and analysis required for this project. LYNX will make up to three (3) buses available to serve as operational test platforms for the technology.

Earlier versions of the proposed system have been demonstrated on automotive vehicles, military vehicle and diesel truck uses in work funded by the Department of Energy, National Science Foundation and the Department of Defense. The project will apply this technology, initially developed for spacecraft, and transition this work to transit systems with a waste heat recovery system that is expected to generate 1000W of 24V power to support bus systems, utilizing energy that will otherwise literally be sent out the tail pipe.

CTE has estimated that the system will reduce the load on the engine from the alternator resulting in 4% to 5% fuel savings. This savings is estimated to equate to 6,250 gallons of diesel fuel over the life of a bus. (The savings related to compressed natural gas will be determined during the research project.) The improvement in fuel efficiency will directly correspond to a 4% to 5% decrease in greenhouse gas emissions.

LYNX would make up to three buses available for the installation of the developed technology. The buses selected will be buses nearing retirement. The system is installed after any exhaust after-treatment, is designed to create low back pressure, and is not expected to impact vehicle safety. The project team will closely evaluate the system during development and installation to confirm there are no unexpected risks from installation. ITB will manage the integration of the equipment onto the LYNX bus and manage support provided by NASA and its contractors in initial testing on the bus at the Kennedy Space Center complex. Upon the successful conclusion of this testing and demonstration at Kennedy Space Center, LYNX will provide opportunities to demonstrate the performance during actual revenue service.

The project will identify pathways for future development and commercial production, which could enable a 4 to 5% reduction in fuel use and corresponding emission reductions. The utilization of the Kennedy Space Center as a site for clean energy and transportation technology development in partnership with LYNX as a regional transit operator will create a commercialization pathway for further future federally funded technology research and development.

This FDOT SDG funding request requires a local match of \$66,530. It will be provided in cash or in-kind by select partners. LYNX will not provide any portion of the match.

FISCAL IMPACT:

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

Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOPMENT
Douglas Robinson
(Technical Contact)
Carleen Flynn
(Technical Contact)
MYLES O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit the FY2017-2026 Transit Development Plan (TDP)
Minor Update to the Florida Department of Transportation (FDOT)
District 5 for Approval to Meet Block Grant Funding Requirements

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to submit the FY2017-2026 Transit Development Plan (TDP) Minor 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 Transit Development Plan. The last major update was completed in 2012. LYNX completes minor updates to the plan on an annual basis. This is a minor update. The TDP includes a description of LYNX services and service area characteristics; an outline of existing services and their costs; a summary of initiatives that were carried out over the last fiscal year as well as those that were not and an explanation of why they were not implemented; and a list of service changes that are needed over the next ten year period. This minor update will be generally consistent with the 2013 Comprehensive Operational Analysis. The TDP is a needs-based assessment and is not financially constrained.

FISCAL IMPACT:

LYNX staff included FDOT Block Grant funds in the amount of \$10,273,732 in the FY2017 Preliminary Operating Budget to support reimbursement of operating expenses. An approved TDP is required prior to FDOT release of any block grant funds.

Consent Agenda Item #6.D. viii

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Carleen Flynn
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Enter into a Late Evening-Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI)

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to renew the existing service agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) for late evening and weekend bus service, known as KnightLYNX.

BACKGROUND:

In January 2011, the LYNX Board authorized a partnership with UCF to initiate two routes providing late evening service on Friday and Saturday nights in the UCF area. This service was initiated as a result of a community need for safe transportation. An agreement between LYNX and the UCF Student Government Association (SGA) was forged to provide safe and reliable transportation for the UCF community and nearby residential and commercial/entertainment complexes during the late evening weekend hours south and west of the UCF main campus.

That new service, now called the KnightLYNX Blue Line and the KnightLYNX Green Line, was embraced by the UCF community and soon after the initial KnightLYNX service began, the UCF SGA requested expanded service. In response to that request, the KnightLYNX Red Line was established in February 2013 to provide a safe, reliable and consistent transportation alternative between the UCF community and the Downtown Orlando entertainment districts.

LYNX Board Agenda

Current service includes three fixed routes:

1. UCF KnightLYNX Blue Line (Link 210) is a clockwise running circulator serving the UCF Arena, UCF Recreation & Wellness Center, Waterford Lakes Town Center, and other points of interest south of campus. The service runs on Friday and Saturday evenings from 6:00 pm to 12:40 am.
2. UCF KnightLYNX Green Line (Link 211) is a counter clockwise running circulator serving the UCF Arena, UCF Recreation & Wellness Center, and other points of interest west of campus. The service runs on Friday and Saturday evenings from 8:00 pm to 2:55 am.
3. UCF KnightLYNX Red Line (Link 212) is a fixed route operating between the UCF area and downtown Orlando, utilizing SR 408. The service runs Friday and Saturday evenings from 9:15 pm to 3:25 am.

For purposes of administrative continuity, the UCF Office of Student Involvement (OSI) has replaced the SGA as the entity providing programmatic guidance for the KnightLYNX service. LYNX is continuously working with OSI to provide outstanding transit service to the UCF community. As UCF continues to grow and expand its education and research mission in Central Florida, LYNX will work with the University to meet their evolving mobility needs.

UCF's OSI has expressed its intent to renew its contract with LYNX for all three existing routes for one year beginning July 1, 2016. LYNX planning staff is working with OSI to finalize the scope of services based on UCF's budget considerations. No upward adjustment to the FY2017 operating budget is anticipated as a result of the new agreement.

FISCAL IMPACT:

LYNX staff included \$255,854 in the FY2016 Amended Operating Budget for UCF late evening - weekend service. The FY2017 Preliminary Operating Budget includes \$131,252 to support the services under this contract. The cost to operate the KnightLYNX services will be completely funded by UCF OSI.

Consent Agenda Item #6.D. ix

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Carleen Flynn
(Technical Contact)
Douglas Robinson
(Technical Contact)
Antonio Pimpinella
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Amend the FY2016 Amended Operating Budget to Enter into the Charter School Bus Service Agreement with Sunshine High School - Greater Orlando Campus

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2016 Amended Operating Budget to enter into the Charter School Bus Service Agreement with the Sunshine High School – Greater Orlando Campus in a not-to-exceed amount of \$175,078 for bus service in East Orange County to serve their campus. The agreement is fully funded by Sunshine Charter School and is for a period of forty-one (41) weeks from commencement date through September 30, 2017.

BACKGROUND:

In February 2015, LYNX staff met with representatives from a proposed Charter School in East Orange County. The representatives indicated they would be opening a charter school in August of 2016 near the intersection of SR 50 and Alafaya Trail (SR 434). The school will target at-risk youth currently attending one of three existing high schools in the vicinity: University High School, East River High School and Timber Creek High School. Because it is a Charter School, there is no dedicated source of transportation to transport students to the school. LYNX has been working with the school representatives to develop a transit route that links the three high schools with the proposed charter school as well as serves the community in the East Orange County/Bithlo area.

PROPOSED NEW EXPANSION:

The new bus service would operate along SR 50 and SR 434 (Alafaya Trail) connecting the three existing high schools with the new Sunshine High School (Charter School), located on SR 50 near Pebble Beach Blvd. The service would operate on weekdays, during the school year (approximately 41 weeks), and make six (6) trips daily starting on August 15th, two weeks prior to the scheduled August Service Change. There is a possibility to expand the service to operate 52 weeks with support of Orange County. As required by Federal Law (49 U.S.C. 523(f)), LYNX would operate this service as a regular route, that is open to the public and assigned a LYNX bus route number to be published in all LYNX schedule documentation, e.g. schedule book and trip planning software. The route will stop at normal bus stop locations marked by a LYNX bus stop marker.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2016 Amended Operating Budget to include funding of \$175,078 (may be prorated on FY2016 service months) for the Sunshine Charter School bus service. In addition, LYNX staff will include the appropriate amount in the FY2017 Adopted Operating Budget.

**BUS SERVICE AGREEMENT
(No. 16-XXX)**

by and between

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

and

**SUNSHINE HIGH SCHOOL – GREATER ORLANDO CAMPUS (SHS)
(the Client)**

relating to the providing of bus service to a new charter
school in East Orange County, FL

August XX, 2016

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.)

<u>Paragraph</u>	<u>Caption</u>	<u>Page Number</u>
1.	DEFINITIONS.....	1
2.	PROVIDING OF BUS SERVICE.	2
3.	TERM	3
4.	TERMINATION.....	3
5.	SCHEDULE OF BUS SERVICE.	3
6.	PAYMENT FOR BUS SERVICE.	3
7.	ACCESS OVER PRIVATE PROPERTY.	4
8.	SECURITY DEPOSIT.....	4
9.	INDEMNIFICATION.....	4
10.	ADVERTISING.....	4
11.	BOND.	5
12.	NON-ASSIGNABILITY.	5
13.	RELATIONSHIP OF OTHER PARTIES.	5
14.	NO THIRD PARTY BENEFICIARY.	5
15.	NOTICE.....	5
16.	GOVERNING LAW.....	6
17.	MISCELLANEOUS CLAUSES.	6
18.	BOARD APPROVAL.	7
19.	COMPLETE AGREEMENT.....	7

Schedule of Exhibits

Exhibit “A” –Description and Map of Bus Routes

Exhibit “B” – Service Schedule and Annual Service Costs

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this XXth day of August, 2016, 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 III, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

SUNSHINE HIGH SCHOOL – GREATER ORLANDO CAMPUS, INC. a Florida non-profit corporation, whose address is 5850 T.G. Lee Blvd., Citadel I, Suite 345, Orlando, FL 32822 (hereinafter referred to as “**SHS**” or “**Client**”).

SHS 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, SHS has expressed a need for additional or new public transportation service in and to certain portions of the Orange 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, 2016, will be based on an estimated hourly rate of \$91.16 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below; provided that such hourly rate shall not increase by more than ten percent (10%) in any fiscal year.

<u>Client</u>	shall mean Sunshine High School – Greater Orlando Campus, Inc.
<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 the Client 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 the Client 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, 2017 (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 year of this Agreement (based on a September 30 fiscal year), the Client 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 one hundred twenty (120) 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) **[Deleted.]**.

(c) **Termination for Breach.** Unless breach is waived by the Client or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party 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 the Client’s or LYNX’s right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “B”** is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is proposed to run during the school year, estimated at 41 weeks/year. 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 Client, 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 the Client, 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 SHS paying to LYNX the Net Monthly Cost of Bus Service. Net 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 SHS 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. The Client 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 SHS 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 SHS, invoices and related matters will be sent to SHS or received in person at the following address:

c/o ALS Education, Inc.
2636 Elm Hill Pike, Suite 500
Nashville, TN 37214
Attn: CFO

(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 SHS 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 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 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**. The Client 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 Client under this Agreement.

12. **NON-ASSIGNABILITY**. This Agreement if 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 the Client 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 Avenue
Orlando, Florida 32801

with a copy to: Edward Johnson, Chief Executive Officer
LYNX
455 North Garland Avenue
Orlando, Florida 32801

As to the Company: Sunshine High School – Greater Orlando Campus, Inc.
5850 T.G. Lee Blvd., Citadel I, Suite 345
Orlando, FL 32822
Attn: President

with a copy to: ALS Education, Inc.
2636 Elm Hill Pike, Suite 500
Nashville, TN 37214
Attn: CFO

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 either Party 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 SHS 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 SHS such situation and how it is to be resolved. The matter will 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 Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with 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.

[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:

**SUNSHINE HIGH SCHOOL – GREATER
ORLANDO CAMPUS, INC.**

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Susan Black
Interim 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)

LYNX will provide bus service to the Client for the purpose of getting students and others to and from various high schools, points of interest and residences along East SR 50, Avalon Park Boulevard, and Alafaya Trail in East Orange County. To serve the Client, LYNX will operate one route that will be open to the public, as required by Federal Law (49 U.S.C. 523(f)) and will be assigned a LYNX bus route number to be published as a regular route in all LYNX schedule documentation, e.g. schedule book and trip planning software. The route will stop at normal bus stop locations marked by a LYNX bus stop marker. The route will only operate during the school year, estimated at 41 weeks/year.

Charter School Route: A new Charter School would originate at the intersection of Lokanotosa Trail and Cougar Lane near University High School (see Exhibit B). The route heads south on Alafaya Trail to SR 50. On SR 50 the route heads east past Avalon Park Blvd to Old Cheney Highway (near the park and ride lot) and turns onto Chuluota Road at Timepoint 2 near East River High School. From Chuluota Road, the route heads west on SR 50 to Avalon Park Blvd. On Avalon Park Blvd, the route heads south to Timber Creek High School and Winter Park Technical Schools to Timepoint 3 and turns around at the traffic circle. The route heads back north along Avalon Park Blvd where the route ends at SR 50 and the proposed location of the Charter School near Timepoint 4.

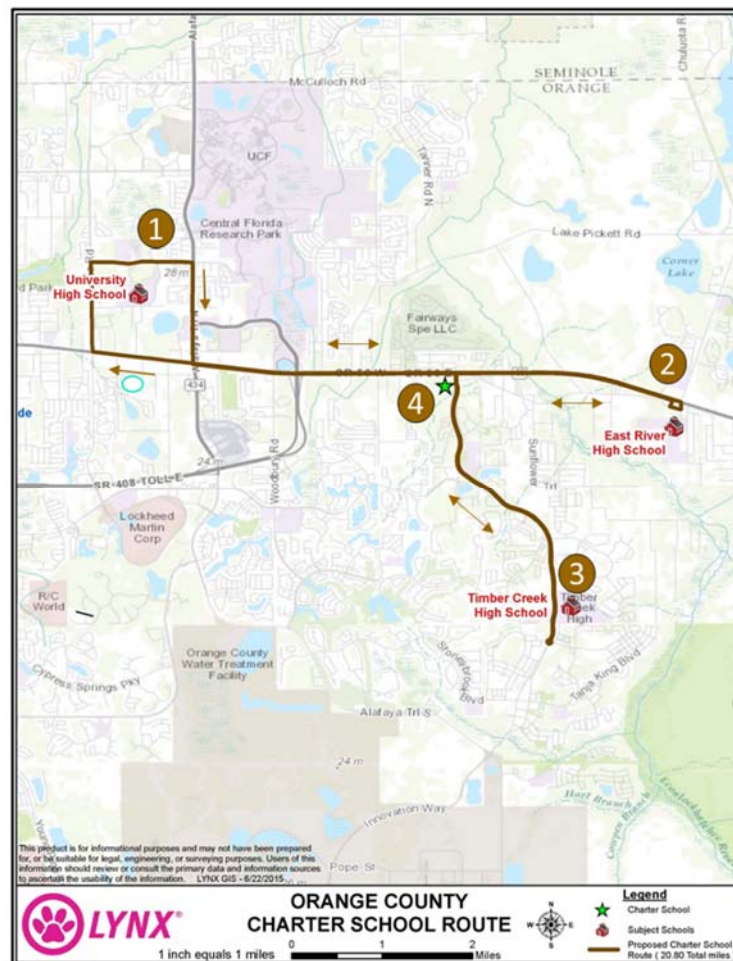


EXHIBIT “B”

Proposed Service Schedule and Annual Service Costs

Schedule: Charter School				
Avalon Park Blvd/SR 50	Lokanotosa Tr/Cougar Lane	Chuluota Road/SR 50	Timber Creek H.S.	Avalon Park Blvd/SR 50
	6:30	6:52	7:07	7:17
	7:00	7:22	7:37	7:47
	10:45	11:10	11:29	11:40
	11:00	11:25	11:44	11:55
12:00	12:18	12:36	12:45	1:04
4:15	4:33	4:51	5:09	5:19

Times: A.M./P.M.

CHARTER SCHOOL (EAST ORANGE COUNTY) SERVICE DEVELOPMENT

		MON - THUR	FRI	SAT	SUN & HOL	TOTAL
		160	41			201
Proposed Service	Description	Mon - Thur	Fri	Sat	Sun	Proposed Hours
Ukn	CHARTER SCHOOL_ EAST ORANGE	10.62	10.62	-	-	2,133.95
	Total	10.62	10.62	-	-	2,133.95

Hourly Rate

\$ 91.16

Weeks of
School

41

Gross Annual

\$ 194,531

*Assumption: operating M-F & 4 holidays

Estimated Fares

(19,453)

Estimated Cost, Net of Fares

\$ 175,078

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Approve/Ratify the Settlement Agreement Between LYNX and Balfour Beatty Construction

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into a settlement agreement between LYNX and Balfour Beatty Construction and use of previously approved project contingency for the Parramore Bus Rapid Transit Design/Build Expansion Project (Parramore BRT). This would increase the Guaranteed Maximum Price (GMP) from 12,031,480 to \$12,383,067 for Balfour Beatty Construction Contract 14-C26. As such, LYNX staff is requesting to amend the FY2016 Capital Budget, accordingly.

BACKGROUND:

Based on the current projected substantial completion date of July 30th, 2016 for the Parramore BRT Project and due to a recent tentative settlement agreement with the City of Orlando, LYNX, and Balfour Beatty Construction, an additional \$351,587 in previously authorized contingency for the project is necessary in order to process additions to the Contractor's Scope of Work as a result of unknown/unforeseen conditions as well as requested changes to accommodate the City of Orlando, Creative Village Development, and the future UCF Downtown Campus.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A goal of 14% was established for this project.

FISCAL IMPACT:

LYNX staff included \$12,391,392 in the FY2016 Amended Capital Budget for the Parramore BRT Project. Upon approval, LYNX staff will amend the FY2016 Capital Budget to include the

additional local funding in the amount of \$327,912 for Project C. The remaining changes in the amount of \$36,149 will be funded with contingency funds already incorporated in the budget.

Action Agenda Item #7.B

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)
Nancy Navarro
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Approve and Ratify an Agreement Between LYNX and the City of Orlando for the Parramore BRT Project

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and sign the letter of understanding between LYNX and the City of Orlando to address the additional local funding in the amount of \$327,912 necessary to complete the Parramore Bus Rapid Transit (BRT) Project and creating a Project C for the Parramore BRT Project.

BACKGROUND:

LYNX staff is requesting Board Authorization to enter into an agreement between LYNX and the City of Orlando to revise final costs associated with the Parramore BRT in order to address the excavation and handling of unsuitable material left behind after the former Amway Arena demolition as well as the excess contaminated soils that could not be relocated within the Terry right of way. The fully-allocated costs of any and all modifications and/or expansions to the scope of work that is the responsibility of the City of Orlando shall be remitted to LYNX by the City of Orlando.

Should any change order occur as a result of this Board action, such change order shall be included as an informational item at regularly-scheduled LYNX Board of Directors meetings in accordance with Administrative Rule 4.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A project goal of 14% was assessed for this effort.

FISCAL IMPACT:

LYNX staff included \$12,391,392 in the FY2016 Amended Capital Budget for the Parramore BRT Design Build Project. The additional local funding in the amount of \$327,912 will support the related increase in the contractor's guaranteed maximum price.

Action Agenda Item #7.C

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Modify Balfour Beatty Construction Contract #14-C26 for the Parramore BRT Project

Date: 5/26/2016

ACTION REQUESTED:

Staff requests the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify Balfour Beatty Construction Contract 14-C26 for the Parramore BRT Project creating Project C – City of Orlando additional scope in the amount of \$327,912 and to amend the FY2016 Capital Budget, accordingly.

BACKGROUND:

In June of 2015, the contractor for the Parramore BRT Project, Balfour Beatty Construction, discovered the presence of materials unsuitable for construction within the area that was the former Amway Arena and is currently being redeveloped as an extension of Terry Avenue from Amelia Street to Bentley Street. Additionally, contaminated soils that were removed from the Right of Way of Livingston Street as part of the Contaminated Soils Plan for Construction, exceeded the amount of fill needed within the Terry Avenue Right of Way. LYNX staff and legal representation has determined that both of these issues are additional scope to the Parramore BRT Project (LYMMO Lime Line Expansion). Since the cost of the work is not eligible for FTA funds, including local match, any costs associated would be paid for by others.

LYNX legal counsel is currently negotiating a settlement with Balfour Beatty Construction and the City of Orlando which would resolve all outstanding issues between LYNX and the Contractor. The City agrees that the issues scope of work that would be a part of Project C is their responsibility. The current proposed cost to the City is \$327,912. Since these expenses are not eligible for federal funds LYNX staff is proposing Project C as a completely separate project/task to be funded by the City of Orlando but outside of the Parramore BRT project budget.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A project goal of 14% was assessed for this effort.

FISCAL IMPACT:

LYNX staff included \$12,391,392 in the FY2016 Amended Capital Budget for the Parramore BRT Design Build Project. Upon approval, LYNX staff will amend the FY2016 Capital Budget to include the additional local funding in the amount of \$327,912 for Project C.

Action Agenda Item #7.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Use \$2 Capital Contributions for Compressed Natural Gas (CNG) Facility Improvements

Date: 5/26/2016

ACTION REQUESTED:

LYNX staff is requesting the Board of Directors' authorization to use available \$2 Capital Contributions for the Compressed Natural Gas (CNG) facility improvements in an amount not-to-exceed \$2,625,733 and \$80,000 for engineer oversight. In addition, LYNX staff is requesting to amend the FY2016 Amended Capital Budget to reflect the change in funding source from federal to local, accordingly.

BACKGROUND:

In January 2015, LYNX entered into a contract with NoPetro Orlando, LLC, for CNG vehicle fueling. As part of this contract, the LYNX Operations Center (LOC) maintenance facility has undergone renovations to allow staff to safely maintain our new fleet of CNG vehicles. The construction activity associated with this improvement is anticipated to be completed by May 2016.

Over the past year, LYNX staff has worked diligently with the Federal Transit Administration (FTA) to utilize the proceeds from the sale of LYNX' South Street Facility to the City of Orlando to support the funding of the CNG improvements. The LOC building improvements are at a cost not-to-exceed \$2,625,733 and \$80,000 for engineer oversight.

On December 21, 2016, FTA notified LYNX staff that the sale proceeds from the South Street facility could not be used to fund the CNG Improvements. As such, LYNX staff would like to use the available \$2 Capital Funds to cover the cost of the CNG improvements, which will eliminate the \$.40 adder included in the fuel cost.

In accordance with the terms of the Construction Agreement, LYNX has the ability to prepay the financed portion of the project with no penalties since it requires LYNX pre-approval. For any portion of the project funded via equity, the rate of return is limited to 3.75% above any third

LYNX Board Agenda

party borrowed amount. The adder is initially set at \$.40 per Diesel Gallon Equivalent (DGE) with annual true ups (if any) for either.

NoPetro is currently seeking financing for the LOC improvements as follows:

- \$2,000,000 at 5.30% interest over ten years
- \$625,733 Equity at 9.05% interest for ten years

The following are the pros and cons as it relates to eliminating the adder:

Pros

- ✓ Save over \$700,000 - \$900,000 in unnecessary financing costs and reduce funding partners' obligations next year and succeeding years
- ✓ Save legal costs and extensive staff time by preventing more financing negotiations and documents
- ✓ Prevent contract controversy over financing options
- ✓ Increase budget control and predictability – annual “true up” uncertainty eliminated
- ✓ Eliminate debt exposure that is not a re-financing or lease

Cons

- ✓ Temporary ~ 6 or 7% reduction in cash balances, but \$2 capital funds are available to support the pay-off.

Mr. Walt Bussells, Chief Financial Officer with NoPetro, attended the May 18, 2016 Finance & Audit Committee meeting to address questions pertaining to the financing.

FISCAL IMPACT:

LYNX staff included \$2,810,599 in the FY2016 Amended Capital Budget in anticipation of the use of federal funds to support the CNG construction modifications to LYNX Operations Facility. Upon approval, LYNX staff will amend the FY2016 Amended Capital Budget to reflect reduction in cost and the change in funding source from federal to local.

Action Agenda Item #7.E

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Approve the Settlement Agreement and Waive Collective Bargaining on the Settlement Agreement between Adalberto Ruiz and the Board of Trustees of the ATU 1596 Pension Plan

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors (the “Board”) to approve the Settlement Agreement among Adalberto Ruiz, the Board of Trustees of the ATU Local 1596 Pension Plan, Blanche Sherman, Donna Tefertiller, and Tangee Mobley (the “Settlement Agreement”) and to authorize the Chief Executive Officer (“CEO”) as the representative of the Board, to sign and deliver a written waiver of collective bargaining with respect to the Settlement Agreement (and nothing else) to the Board of Trustees of the ATU 1596 Pension Plan.

BACKGROUND:

At the April 14, 2016 Board of Directors meeting, the Board directed Legal Counsel and the Chief Executive Officer to work with the ATU Local 1596 Pension Board Trustees Legal Counsel and Union Legal Counsel to negotiate a settlement with Adalberto Ruiz and the Union in regard to Mr. Ruiz’s pension benefits.

LYNX’ Counsel and Counsel for the Board of Trustees negotiated a settlement agreement to pay Mr. Ruiz his benefits. The Settlement Agreement was also negotiated and shared with the Union Counsel. The Settlement Agreement was unanimously approved by the ATU Local 1596 Board of Trustees. At this time, the Settlement Agreement has not been approved by the Union or Mr. Ruiz.

FISCAL IMPACT:

LYNX staff have funds available in the FY2016 Amended Operating Budget to support this effort.

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ADALBERTO RUIZ and AMALGAMATED
TRANSIT UNION, LOCAL 1596,

Plaintiffs,

Case No. 2016-CA-003370-O

v.

THE BOARD OF TRUSTEES OF THE
AMALGAMATED TRANSIT UNION 1596
PENSION PLAN, BLANCHE SHERMAN,
DONNA TEFERTILLER, and TANGEE
MOBLEY,

Defendants.

SETTLEMENT AGREEMENT

The parties to this action agree to settle the case as follows:

1. Defendant BOARD OF TRUSTEES OF THE AMALGAMATED TRANSIT UNION 1596 PENSION PLAN ("Plan") will pay to Mr. Adalberto Ruiz from Plan assets the disability pension benefits shown on the attached Exhibit A, commencing on June 1, 2016, conditioned upon the dismissal of this lawsuit with prejudice.
2. Mr. Adalberto Ruiz will submit to the Plan administrator, on or before May 25, 2016, a completed Exhibit "A" and such other standard information, for example, applicable income tax withholding elections, needed to commence benefit payments.
3. Plaintiffs ADALBERTO RUIZ and AMALGAMATED TRANSIT UNION, LOCAL 1596 will dismiss this case, with prejudice, against all defendants, within ten (10) calendar days of the Plan's commencement of payment of the aforementioned benefits to him.
4. This Settlement Agreement shall be contingent upon the two (2) collective bargaining parties (i.e., Amalgamated Transit Union, Local 1596 and Central Florida Regional Transportation Agency d/b/a LYNX) each having submitted to defendant BOARD OF TRUSTEES OF THE AMALGAMATED TRANSIT UNION 1596 PENSION PLAN, on or before May 27, 2016, a written waiver of collective bargaining over the terms of this Settlement Agreement.

5. Each party to this action shall bear its own attorney's fees or other legal costs in connection with this action.
6. This Settlement Agreement does not constitute an admission of wrongdoing by any party.

Executed this 19th day of May, 2016.

AMALGAMATED TRANSIT UNION,
LOCAL 1596

THE BOARD OF TRUSTEES OF THE
AMALGAMATED TRANSIT UNION
1596 PENSION PLAN

By: _____
President of ATU Local 1596

By: Ronald E. Morgan
Chairman, Board of Trustees

Adalberto Ruiz

Blanche W. Sherman
Blanche Sherman

Donna Tefertiller
Donna Tefertiller

Tangee Mobley
Tangee Mobley

Exhibit "A"

AMALGAMATED TRANSIT UNION LOCAL 1596
PENSION PLAN AND TRUST AGREEMENT
Notification of Benefits Payable as a Result of Retirement

Participant's Name: ADALBERTO RUIZ Social Security No: XXX-XX-3370

You are eligible for a Disability Retirement from the Plan. Your benefit is payable at the beginning of each month commencing on the date approved by the Board. The amount of your monthly benefit depends on the optional form of annuity which you choose and which the Committee approves. Please check the one optional annuity form listed below which you elect to receive:

<u> </u> A. * OPTION 1	STRAIGHT LIFE ANNUITY:	<u>\$1,082.85</u>
<u> </u> B. * OPTION 2	TEN YEAR CERTAIN AND LIFE THEREAFTER ANNUITY:	<u>\$1,063.58</u>
<u> </u> C. * OPTION 3	100% SURVIVOR ANNUITY:	<u>\$1,004.02</u>
<u> </u> D. * OPTION 4	75% SURVIVOR ANNUITY:	
	> Monthly benefit during participant's life	<u>\$1,022.64</u>
	> Monthly benefit after participant's death, during beneficiary's life	<u>\$766.98</u>
<u> </u> E. * OPTION 5	50% SURVIVOR ANNUITY:	
	> Monthly benefit during participant's life	<u>\$1,041.92</u>
	> Monthly benefit after participant's death, during beneficiary's life	<u>\$520.96</u>
<u> </u> F. * OPTION 6	100% SURVIVOR ANNUITY WITH POP-UP FEATURE:	
	> Monthly benefit while both participant and beneficiary are alive	<u>\$990.05</u>
	> Monthly benefit after participant's death, during beneficiary's life	<u>\$990.05</u>
	> Monthly benefit after beneficiary's death, during participant's life	<u>\$1,082.85</u>
<u> </u> G. * OPTION 7	75% SURVIVOR ANNUITY WITH POP-UP FEATURE:	
	> Monthly benefit while both participant and beneficiary are alive	<u>\$1,011.71</u>
	> Monthly benefit after participant's death, during beneficiary's life	<u>\$758.78</u>
	> Monthly benefit after beneficiary's death, during participant's life	<u>\$1,082.85</u>
<u> </u> H. * OPTION 8	50% SURVIVOR ANNUITY WITH POP-UP FEATURE:	
	> Monthly benefit while both participant and beneficiary are alive	<u>\$1,034.34</u>
	> Monthly benefit after participant's death, during beneficiary's life	<u>\$517.17</u>
	> Monthly benefit after beneficiary's death, during participant's life	<u>\$1,082.85</u>

* A spousal consent form must be completed and attached to elect this option

NONTAXABLE PORTION:

Based on your total after-tax member contributions of \$0.00, if you elect option A or B above, the nontaxable portion of your monthly Normal Retirement benefit is N/A and continues for N/A months. If you elect any other option (i.e. any option with a Survivor Annuity) the nontaxable portion is N/A and continues for N/A months.

This calculation is subject to correction. If you are or become aware of errors in the data that was used, the calculations that were made, or the plan provisions that were applied, it is your responsibility to contact the plan administrator. The plan has the right to recover from you amounts that were paid to you in error.

Above amounts include a monthly past service benefit payable at normal retirement from Addendum A in the amount of \$0.00 reduced for early retirement and option selected above, if applicable.

The Survivor Annuity benefit amounts shown above are based on the beneficiary named below and are payable only to this beneficiary. If you change your beneficiary before your payments begin, new amounts will have to be calculated.

Name: Gloria Duque Date of Birth: September 11, 1950

The amounts above are based on the following information:

Date of Birth:	April 23, 1955	Units of Benefit Credit:	
Date of Entry:	May 19, 2003	> Regular:	6.6
Date of Termination:	May 21, 2014	> Enhanced Level I:	5.3
Average Monthly Earnings:	\$4,059.86	> Enhanced Level II:	0.0
		Vesting Percentage:	100%
Date:	May 9, 2016		

I (we) accept the terms above, including my choice of annuity form, and confirm the information shown above to be correct.

I (we) agree to contact the plan administrator in the event the participant or the beneficiary dies.

PARTICIPANT SIGNATURE _____ DATE _____
BENEFICIARY SIGNATURE _____ DATE _____

The Trustees hereby authorize payment of monthly benefits according to the amount and form shown and selected above.

BOARD OF TRUSTEES: _____ DATE _____

Action Agenda Item #7.F

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name:
**Authorization to Acquire Actuarial Services in Consideration of
Terminating the ATU Local 1596 Pension Plan**

Date: 5/26/2016

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to acquire actuarial services in consideration of terminating the ATU Local 1596 Pension Plan in an amount not-to-exceed \$10,000.

BACKGROUND:

On April 14, 2016, LYNX' Board of Directors General Counsel, Pat Christiansen, with Akerman LLC, provided a status report to the Board regarding matters related to Amalgamated Transit Union (ATU) Local 1596 Pension Plan and Retirement Plan. The status report addressed several issues that are in dispute between the Pension Trustees and the Union and Management as follows:

- Arbitration Demand – Suing Employer to Recover Contributions
- Arbitration Demand – Contribution Rate
- Arbitration Demand – Legal Counsel Fees
- 2012 Collective Bargaining Agreement – Article 30, Section 5. “Pension Plan”
- 2012 Collective Bargaining Agreement – Article 46, “Duration, Modification and Termination of Agreement”

Although the Union membership voted in favor of the 2012 Collective Bargaining Agreement, (463 in favor and 35 against), which included the closing of the Pension Plan to new employees and the implementation of a new Retirement Plan, the above disputes have continued for several years. As such, LYNX' General Counsel, provided an overview of the Pension Plan document's Article II, Administration, Section 2.16, “Disputes of Trustees” which indicates that “The arbitrator shall not have the authority to alter terms of any collective Bargaining Agreement,...” Also, discussed was Article III, Collection of Contributions, Section 3.01, “Employer

LYNX Board Agenda

Contributions”, “Employer contributions and deductions of Employee contributions (Contributions) shall be made in accordance with the terms of the Collective Bargaining Agreement,…”

In addition, LYNX’ General Counsel provided an overview of Article XVI, Amendment and Termination, Section 16.03 (A) “Termination” that states “The Employer and Union have established this Plan..., but the Employer shall not be under any obligation or liability to continue contributions or to maintain the Plan for any given length of time,…” As a result of the overview provided pertaining to the status of the Pension Plan and Retirement Plan matters, LYNX General Counsel, presented the following recommendations:

- ✓ Continue collective bargaining.
- ✓ Bring suit for declaratory relief against the Union Trustees for a Court determination on the various issues.
- ✓ Consider terminating the Pension Plan through collective bargaining. The first step would be to have the actuary value the assets of the Plan.

At the April 14, 2016 LYNX Board of Directors meeting, the Board authorized proceeding with all three (3) recommendations.

Following up on that authorization, LYNX staff would like to move forward with the first step in the third recommendation, that is, engage an actuary to prepare a study showing the financial impact of freezing all benefits and terminating the ATU Local 1596 Pension Plan. The actuarial analysis would include an estimate of the additional assets needed if the Pension Plan is terminated. The analysis would include the following two scenarios:

- ✓ All active and vested terminated members elect a lump sum and all retirees elect an annuity.
- ✓ All active and inactive members elect an annuity.

FISCAL IMPACT:

LYNX staff included funds in the FY2016 Amended Operating Budget to support this effort.

Information Item A: Notification of Settlement Agreement

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
David Dees
(Technical Contact)
Cynthia Kuffel
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Notification of Settlement Agreement
Notification of Settlement Agreement Pursuant to Administrative Rule 6

Date: 5/26/2016

LYNX General Liability Settlements (February 16, 2016 through April 30, 2016)

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
Ebony Jackson	1/4/2016	Vehicular Accident	\$80.00	2/25/2016
Fanteshia Young	6/1/2015	Vehicular Accident	\$1,500.00	3/17/2016
Jose Barrero	12/19/2014	Vehicular Accident	\$554.10	3/17/2016
Jan Keith	6/29/2014	Vehicular Accident	\$7,000.00	3/18/2016
Roderic Cannon	12/16/2015	Vehicular Accident	\$8,350.19	3/17/2016
Judith Wilson	3/8/2013	Passenger Injury	\$75,000.00	3/17/2016
Carmen Molina	7/14/2011	Passenger Injury	\$98,750.00	3/17/2016
Celina Fortes	2/19/2016	Vehicular Accident	\$495.00	4/4/2016

LYNX Board Agenda

Marc Theres	2/19/2015	Passenger Injury	\$20,000.00	3/31/2016
Theresa Guptill	5/27/2015	Vehicular Injury	\$3,000.00	3/31/2016
Mary Collins	3/11/2016	Vehicular Accident	\$1,387.10	3/31/2016
Carlos Conception	7/28/2015	Vehicular Accident	\$1,930.16	3/31/2016
Marcus Wilkerson	5/29/2013	Vehicular Accident	\$10,000.00	4/14/2016
Omega Vanterpool	2/11/2015	Passenger Injury	\$40,000.00	4/14/2016
Adam Freshour	5/16/2014	Vehicular Accident	\$4,000.00	4/14/2016
Progressive aso Latoya Martin	12/16/2015	Vehicular Accident	\$8,836.13	4/14/2016
Jarius Hendry	2/17/2016	Vehicular Accident	\$1,015.27	4/14/2016

Information Item B: Parramore BRT Project Update

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Laura Minns
(Technical Contact)
CRAIG CHARRETTE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Parramore BRT Project Update

Date: 5/26/2016

Background

LYNX and Balfour Beatty Construction, LLC (BBC) entered into Contract No. 14-C26 on February 24, 2015 and Notice to Proceed (NTP) for construction was given March 26, 2015. The Guaranteed Maximum Price (GMP) for the contract totals \$12,031,480. The total LYMMO Parramore project budget includes contingency of \$1,083,918.

This contract is separated into two discrete sub-projects as follows:

- Bus Rapid Transit (BRT) Lime Line: BBC was awarded a GMP of \$11,444,021. The total project contingency for the BRT construction is \$1,030,198.
- Environmental Remediation: BBC was awarded a GMP of \$587,459. The total project contingency for the environmental remediation effort is \$53,720.

Parramore BRT Lime Line Change Orders

The following table represents the change orders previously authorized by the LYNX Board of Directors for the Parramore BRT project:

Change Order #	Description – Parramore BRT Project	Amount
1	City of Orlando Permitting Fees	\$ 241,000
2	I-4 Ultimate Project – Deductive	(243,385)
3	Depression in soil – Livingston Street Right-of-way (Delete)	-
4	I-4 Ultimate Project – Professional Services*	17,218

LYNX Board Agenda

5	Soft Utility Deduct for Time Warner & AT&T	(50,777)
6	UCF Sanitary Sewer Stub out*	4,290
7	OUC Added Electrical Scope*	39,155
8	Sidewalk Blending	1,853
9	Salvage and Palletize Brick Pavers *	41,992
10	Davis Bacon Wages Adjustment	70,897
11	Cutting & Patching at Asphalt Islands	930
12	Contractor Fee on Permit	14,460
13	Pole Sign and Bracket Sign	15,901
14	HDPE Pipe Change to Elliptical Pipe*	5,183
15	UCF Additions Plan Revisions No. 3*	6,747
16	Removal of 16" Abandoned Gas Line	1,706
17	Totem Hardware/Electronics*	22,633
18	Cardno Additional Post Design Professional Services*	101,557
19	Existing Lighting Repairs*	10,115
20	Tree Trimming	2,310
21	Existing Mast Arm Removal*	2,424
22	Existing Water Main/Fire Main at Bob Carr*	37,808
23	Added Sidewalk at Hughey Station*	3,754
24	Lower Existing Irrigation at Bentley*	2,127
25	Drill and Tap Bolts at Shelters*	3,790
Total Proposed BRT Project Changes		\$ 353,688

*Represents Added Scope Changes

The following change orders have been added since the April Board meeting and are summarized below:

- **Change Order #6: Information Item**

The dollar amount of this item has been changed to \$4,290.

- **Change Order #10 Davis Bacon Wage Adjustments**

This change order is an adjustment to wage rates established by the Department of Labor for Orange County. Since this project is federally funded the appropriate wage rate is required for all job classifications. The estimated cost of this change is \$70,897.

- **Change Order #11 Cutting and Patching Asphalt Islands**

This change order is the result of the need to demolish portions of concrete islands that were part of the old parking lot at the former Amway Arena. The estimated cost of this change is \$930.

- **Change Order #12 Contractor Fee on Building Permit**

This request goes with previously approved Change Order #1 which did not include the cost of the fee that the Contractor was entitled to by contract. The estimated cost of this change is \$14,460.

- **Change Order #13 Pole Signs and Bracket Sign**

The purpose of this change order is to address the Contractor's scope gap for the installation of (2) pole signs and (1) bracket sign for three BRT stops. The estimated cost of this change is \$15,901.

- **Change Order #14 Replace HDPE Pipe to Elliptical Concrete Pipe**

City of Orlando requires that stormwater piping be made of concrete materials. Plans called for HDPE materials and was rejected by City of Orlando permitting. As a result, the estimated cost of this change is \$5,183.

- **Change Order #15 UCF Additions Plan Revisions No. 3**

The University of Central Florida (UCF) has requested additional plan revisions for the future UCF Downtown Campus, at an estimated cost not-to-exceed \$6,747. At the March 6, 2015 meeting LYNX' Board of Directors approved Resolution #15-005 authorizing the Chief Executive Officer to modify or expand the scope of work being performed under the Design-Build Contract between LYNX and Balfour-Beatty Construction as requested by the City of Orlando, and to execute associated change orders provided that the City of Orlando has committed to pay for all costs for the additional work requested. LYNX staff is working with City of Orlando staff to update an interlocal agreement as applicable for this additional work. The cost associated with this requested work will not impact project contingency.

- **Change Order #16 Removal of 16" Abandoned Gas Line**

During construction of Livingston Street, the contractor encountered an unknown abandoned 16" gas line. The cost of the removal of the gas line that was within the Livingston right of way is estimated at \$1,706.

- **Change Order #17 Totem Hardware and Electronics**

The purpose of this change order is to address changes that were made to the totems after design was completed as well as missed scope items after the plans were complete. The estimated cost of this change is \$22,633.

- **Change Order #18 Cardno Additional Post Design Services**

Due to added complexities of the project after the contract was finalized, additional post design services have been needed to address scope changes, unforeseen conditions, and other additions and deletions in scope. The estimated cost of the work already completed and to finish the project is estimated at \$101,557.

- **Change Order #19 Existing Lighting Repairs**

The purpose of this change is to address the need for added security lighting for nearby property owners and parking areas adjacent to the project site that was impacted by construction activities in the Livingston right of way. The estimated cost of this change is \$10,115.

- **Change Order #20 Tree Trimming**

This change is required for tree trimming work needed as part of the installation of concrete strain poles at the intersection of Amelia and Terry. The estimated cost of this change is \$2,310.

- **Change Order #21 Existing Mast Arm Removals**

The purpose of this change is for the removal of (3) existing mast arms within the old Livingston right of way. This change addresses a scope gap by the contractor and the estimated cost is \$2,424.

- **Change Order #22 Existing Water Main/Fire Main at Bob Carr**

The purpose of this change order is to address unknown subsurface conditions at the Bob Carr Theater that interfered with the re-aligned Livingston right of way and underground structures. The estimated cost of this change is \$37,808.

- **Change Order #23 Added Sidewalk at Hughey Station**

The purpose of this change order is to address accessibility for persons that fall under the ADA Act. Additional sidewalk will be added to the back of the shelter area to increase clearance for persons with disabilities. Existing lighting poles and the placement of the kiosk at this station created less maneuverability for transit riders at this location. The estimated cost of the change is \$3,754.

- **Change Order #24 Lower Existing Irrigation at Bentley**

This change order addresses existing irrigation lines that needed to be relocated at the intersection of Bentley and Terry. The estimated cost of this change is \$2,127.

- **Change Order #25 Drill and Tap Bolts at Shelters**

This change is required additional work in the field to connect the roof panels of three shelters installed as part of the project. The estimated cost of this change is \$3,790

As a result of the changes previously approved and those proposed herein, the contingency associated with the Parramore BRT project will decrease by \$342,651, excluding change order #6 & #15 for UCF for a total project contingency of \$665,473 (provided FTA ultimately determines that Change Order #2 will not result in a project and grant de-scoping.):

Parramore Environmental Change Orders

One change order has been authorized for the Parramore Environmental Remediation project and is shown in the table below. As a result project contingency is reduced by \$4,797 for a remaining contingency of \$48,923.

Change Order #	Description – Parramore BRT Project	Amount
B-1	Dewatering Fee*	4,797
Total Proposed Environmental Changes		\$ 4,797

- **Change Order #B-1 Dewatering Fee**

As a result of the environmental remediation project, the Contractor had to release contaminated water into the City of Orlando's sanitary sewer system for treatment. The cost of this dewatering fee is \$4,797.

Monthly Report A: Monthly Financial Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Reports - April 30, 2016

Date: 5/26/2016

Please find attached the monthly financial report for the seven months ending April 30, 2016. LYNX Preliminary Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the seven months ending April 30, 2016 reflect total revenue earned in the amount of \$70,041,047 and total expenses incurred in the amount of \$65,341,670 resulting in a net operating profit of \$4,699,377.

- Fixed route, Vanpool, and Neighborlink services resulted in an operating profit of \$4,488,906 for the first seven months of the fiscal year.
- Paratransit services resulted in an operating profit of \$210,471 for the first seven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 90% budgeted whereas Month to date for April is 95%. Customer fares are 89% budgeted, and 11% lower than the budgeted amount year-to-date.

Advertising revenue is at 64% of the amount budgeted for the month of April 2016 and year-to-date is 13% lower than the budgeted amount. Actual revenues through April 30, 2016, for advertising on buses, shelters, and in-kind (trade) transactions are \$556,498, \$305,441, and \$0, respectively. Direct Media's staff continues to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of April 2016, LYNX locked in eighty-eight percent (88%) of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 33% under budget year-to-date. In the month of April, LYNX paid an average price of \$1.35 (net) per gallon for diesel fuel and \$1.40 (net) per gallon for bio-diesel, plus fuel hedging losses which is

lower than the budgeted price per gallon of \$2.24 (net). The national diesel fuel price for the month of March 2016 was \$1.81 (net).

LYNX staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages and fringe benefits are 6% and 16% respectively under budget due to various vacancies as of April 30, 2016. Other materials and supplies expenses are 10% under budget. Professional service expenses are 63% under budget due to various planning projects that will commence later in the fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budgeted.

Paratransit Operations:

The operating profit from Paratransit operations as of April 30, 2016 is due to Customer Fares being 18% over budget. Contract Services are on target at 100% of budgeted amount. The year-to-date cost of unleaded fuel is 35% lower than budgeted. During the month of April 2016, LYNX locked in forty six percent (42%) 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 \$2.37 (net) per gallon in the FY2016 budget. LYNX is currently paying \$1.42 (net) per gallon, plus fuel hedging losses. The national unleaded fuel price for the month of April 2016 was \$1.88 (net). An analysis of year-to-date purchased transportation trips and costs is as follows:

ACCESS LYNX			
FY2016	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	292,072	\$27.55	\$8,046,584
Budget (rounding)	288,870	\$27.86	\$8,047,918
Trips / Costs Over (Under) Budget	3,202	(\$.31)	(\$993)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
April 30, 2016 and 2015
(UNAUDITED)

	<u>2016</u>	<u>2015</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 37,268,278	39,093,343
Receivables:		
Local, trade and operating assistance	10,652,943	10,846,677
Federal grants	14,302,008	9,152,547
State grants	8,536,948	8,040,246
Inventory	1,921,516	1,927,851
State fuel tax refund	98,460	142,558
Prepaid expenses and other assets	1,365,865	1,238,764
	<u>74,146,019</u>	<u>70,441,986</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,855,898</u>	<u>2,183,768</u>
Property and equipment:		
Land	8,161,465	8,571,465
Buildings and shelters	91,534,127	96,541,410
BRT Roadway	6,499,619	6,404,069
Revenue vehicles	166,497,572	155,996,438
Furniture, Fixtures & Equipment	39,856,344	37,321,182
Leasehold improvements	110,109	110,109
Total property and equipment	<u>312,659,236</u>	<u>304,944,673</u>
Less: accumulated depreciation	(173,149,515)	(163,662,656)
Construction in progress	<u>20,859,577</u>	<u>10,477,850</u>
Net property and equipment	<u>160,369,299</u>	<u>151,759,866</u>
Other assets	<u>6,283,485</u>	<u>234,450</u>
Total noncurrent assets	<u>171,508,682</u>	<u>154,178,084</u>
TOTAL ASSETS	<u>245,654,701</u>	<u>224,620,070</u>
DEFERRED OUTFLOW OF RESOURCES		
Pension Contributions	3,315,057	-
Accumulated decrease in fair value of fuel hedge instrument	<u>821,949</u>	<u>828,151</u>
	4,137,006	828,151

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
April 30, 2016 and 2015
(UNAUDITED)

	<u>2016</u>	<u>2015</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 11,666,241	9,165,638
Accrued salaries and related taxes	2,287,429	1,462,955
Accrued compensated absences, current	4,170,615	3,967,050
Accrued self-insurance liability, current	2,097,048	2,103,398
Leases payable, current	551,466	-
Loans payable, current	813,225	797,282
Unearned operating revenue	10,335,551	10,385,420
Unearned capital	4,853,961	3,439,967
Derivative instrument - fuel hedge	821,949	828,151
Total current liabilities	<u>37,597,485</u>	<u>32,149,862</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	4,440,501	-
Loans payable	-	813,225
Net OPEB Obligation	1,683,525	1,424,525
Accrued compensated absences, long-term	538,035	523,380
Accrued self-insurance liability, long-term	2,676,165	6,699,104
Total noncurrent liabilities	<u>9,338,226</u>	<u>9,460,234</u>
Total liabilities	<u>46,935,711</u>	<u>41,610,096</u>
DEFERRED INFLOW OF RESOURCES		
Pension Contributions	1,318,794	-
Accumulated increase in fair value of fuel hedge instrument	-	-
	<u>1,318,794</u>	<u>-</u>
NET POSITION:		
Invested in capital assets, net of related debt	153,644,876	148,543,256
Restricted	-	-
Unrestricted	47,892,326	35,294,869
Total net position	<u>201,537,202</u>	<u>183,838,125</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 248,472,913</u>	<u>\$ 225,448,221</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2016 AND THE SEVEN MONTHS ENDED APRIL 30, 2016
(UNAUDITED)

	Year to Date			Month of April		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 17,180,806	15,513,269	90%	\$ 2,455,066	\$ 2,282,084	93%
Contract Services:						
Local Financial Assistance	8,236,626	7,634,361	93%	1,176,661	1,127,805	96%
Other Contractual Services	2,181,028	2,247,413	103%	311,575	324,991	104%
Advertising	1,213,333	1,049,836	87%	173,333	110,233	64%
Other Operating Income	248,756	300,206	121%	35,537	156,780	441%
Total Operating Revenues	29,060,550	26,745,086	92%	4,152,172	4,001,893	96%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	6,041,594	5,993,010	99%	863,085	856,144	99%
Local	27,088,721	27,165,634	100%	3,873,958	3,869,128	100%
Planning and other assistance grants:						
Federal - Other	9,652,509	8,373,051	87%	1,398,841	1,232,188	88%
State of Florida - Other	1,955,399	1,685,809	86%	291,987	223,461	77%
Local Matching - Other	-	666	N/A	-	-	N/A
Interest Income	21,241	13,392	63%	3,034	1,844	61%
Gain / (Loss) on Sale of Assets	-	64,399	N/A	-	56	N/A
Total Nonoperating Revenues	44,759,464	43,295,961	97%	6,430,906	6,182,822	96%
Total Revenues	73,820,014	70,041,047	95%	10,583,078	10,184,714	96%
OPERATING EXPENSES						
Salaries and Wages	27,209,303	25,506,159	94%	3,887,043	3,778,891	97%
Fringe Benefits	15,531,854	13,127,868	85%	2,218,836	1,929,771	87%
Purchased Transportation Services	9,555,283	9,990,621	105%	1,387,898	1,658,327	119%
Fuel	7,915,291	5,337,563	67%	1,130,756	786,704	70%
Other Materials and Supplies	4,832,358	4,367,473	90%	690,337	743,826	108%
Professional Services	2,558,905	931,754	36%	380,062	80,664	21%
Other Services	3,370,422	2,738,073	81%	481,489	449,546	93%
Lease and Miscellaneous Expenses	692,710	604,974	87%	98,959	76,298	77%
Casualty and Liability Insurance	1,301,123	1,588,642	122%	185,875	402,398	216%
Utilities	848,500	746,495	88%	121,214	88,515	73%
Taxes and Licenses	265,186	331,463	125%	37,884	45,724	121%
Interest Expense	72,495	70,585	97%	10,356	2,315	22%
Total Operating Expenses	74,153,431	65,341,670	88%	10,630,709	10,042,979	94%
OPERATING GAIN / (LOSS)	\$ (333,417)	\$ 4,699,377	N/A	\$ (47,631)	\$ 141,736	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2016 AND THE SEVEN MONTHS ENDED APRIL 30, 2016
(UNAUDITED)

	Year to Date			Month of April		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 16,232,939	\$ 14,390,265	89%	\$ 2,319,656	\$ 2,107,665	91%
Contract Services:						
Local Financial Assistance	8,236,626	7,634,361	93%	1,176,661	1,127,805	96%
Other Contractual Services	-	65,176	N/A	-	12,791	N/A
Advertising	1,213,333	1,049,836	87%	173,333	110,233	64%
Other Operating Income	<u>248,756</u>	<u>300,206</u>	121%	<u>35,537</u>	<u>156,780</u>	441%
Total Operating Revenues	<u>25,931,655</u>	<u>23,439,845</u>	90%	<u>3,705,187</u>	<u>3,515,274</u>	95%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	6,041,594	5,993,010	99%	863,085	856,144	99%
Local	21,823,288	21,900,199	100%	3,121,753	3,116,923	100%
Planning and other assistance grants:						
Federal - Other	7,651,845	6,498,291	85%	1,099,121	962,052	88%
State of Florida - Other	1,926,232	1,685,809	88%	287,820	223,461	78%
Local Matching - Other	-	666	N/A	-	-	N/A
Interest Income	21,241	13,392	63%	3,034	1,844	61%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>64,399</u>	N/A	<u>-</u>	<u>56</u>	N/A
Total Nonoperating Revenues	<u>37,464,200</u>	<u>36,155,767</u>	97%	<u>5,374,814</u>	<u>5,160,480</u>	96%
Total Revenues	<u>63,395,855</u>	<u>59,595,611</u>	94%	<u>9,080,001</u>	<u>8,675,754</u>	96%
OPERATING EXPENSES						
Salaries and Wages	26,967,476	25,283,947	94%	3,852,497	3,746,346	97%
Fringe Benefits	15,374,625	12,991,146	84%	2,196,375	1,911,384	87%
Purchased Transportation Services	1,420,564	1,322,804	93%	211,884	195,311	92%
Fuel	6,427,801	4,376,724	68%	918,257	635,725	69%
Other Materials and Supplies	4,821,018	4,357,975	90%	688,717	743,726	108%
Professional Services	2,407,122	879,363	37%	358,379	73,379	20%
Other Services	3,224,480	2,622,167	81%	460,640	430,780	94%
Lease and Miscellaneous Expenses	689,210	603,371	88%	98,459	76,298	77%
Casualty and Liability Insurance	1,301,123	1,588,642	122%	185,875	402,398	216%
Utilities	818,009	719,237	88%	116,858	84,928	73%
Taxes and Licenses	224,500	290,746	130%	32,071	38,625	120%
Interest Expense	<u>72,495</u>	<u>70,585</u>	97%	<u>10,356</u>	<u>2,315</u>	22%
Total Operating Expenses	<u>63,748,424</u>	<u>55,106,705</u>	86%	<u>9,130,368</u>	<u>8,341,214</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ (352,569)</u>	<u>\$ 4,488,906</u>	N/A	<u>\$ (50,367)</u>	<u>\$ 334,540</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2016 AND THE SEVEN MONTHS ENDED APRIL 30, 2016
(UNAUDITED)

	Year to Date			Month of April		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 947,867	\$ 1,123,004	118%	\$ 135,410	\$ 174,420	129%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	2,181,028	2,182,237	100%	311,575	312,200	100%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>3,128,895</u>	<u>3,305,241</u>	106%	<u>446,985</u>	<u>486,620</u>	109%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	5,265,433	5,265,435	100%	752,205	752,205	100%
Planning and other assistance grants:						
Federal - Other	2,000,665	1,874,759	94%	299,721	270,136	90%
State of Florida - Other	29,167	-	N/A	4,167	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>7,295,264</u>	<u>7,140,194</u>	98%	<u>1,056,092</u>	<u>1,022,341</u>	97%
Total Revenues	<u>10,424,159</u>	<u>10,445,435</u>	100%	<u>1,503,077</u>	<u>1,508,961</u>	100%
OPERATING EXPENSES						
Salaries and Wages	241,827	222,212	92%	34,547	32,545	94%
Fringe Benefits	157,229	136,722	87%	22,461	18,387	82%
Purchased Transportation Services	8,134,719	8,667,817	107%	1,176,014	1,463,016	124%
Fuel	1,487,490	960,839	65%	212,499	150,979	71%
Other Materials and Supplies	11,340	9,498	84%	1,620	101	6%
Professional Services	151,783	52,391	35%	21,683	7,285	34%
Other Services	145,942	115,905	79%	20,849	18,766	90%
Lease and Miscellaneous Expenses	3,499	1,603	46%	500	-	0%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	30,491	27,259	89%	4,356	3,587	82%
Taxes and Licenses	40,686	40,717	100%	5,812	7,099	122%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>10,405,007</u>	<u>10,234,964</u>	98%	<u>1,500,341</u>	<u>1,701,764</u>	113%
OPERATING GAIN / (LOSS)	<u>\$ 19,152</u>	<u>\$ 210,471</u>	N/A	<u>\$ 2,736</u>	<u>\$ (192,804)</u>	N/A

Monthly Report B: Monthly Financial Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Reports - March 31, 2016

Date: 5/26/2016

Please find attached the monthly financial report for the six months ending March 31, 2016. LYNX' Preliminary Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the six months ending March 31, 2016 reflect total revenue earned in the amount of \$59,856,333 and total expenses incurred in the amount of \$55,298,691 resulting in a net operating profit of \$4,557,642.

- Fixed route, Vanpool, and Neighborlink services resulted in an operating profit of \$4,154,367 for the first six months of the fiscal year.
- Paratransit services resulted in an operating profit of \$403,274 for the first six months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 90% budgeted whereas month-to-date for March is 93%. Customer fares are 90% budgeted and 10% lower than the budgeted amount year-to-date.

Advertising revenue is at 123% of the amount budgeted for the month of March 2016 and year-to-date is 10% lower than the budgeted amount. Actual revenues through March 31, 2016 for advertising on buses, shelters, and in-kind (trade) transactions are \$547,732, \$319,706, and \$0, respectively. Direct Media's staff continues to enhance LYNX advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of March 2016, LYNX locked in eighty-one percent (81%) of the total monthly purchases resulting in the cap (LYNX locked) prices being higher than the future (float) prices. At this time, LYNX is 32% under budget year-to-date. In the month of March, LYNX paid an average price of \$1.21 (net) per gallon for diesel fuel and \$1.40 (net) per gallon for bio-diesel plus fuel hedging losses which

are lower than the budgeted price per gallon of \$2.24 (net). The national diesel fuel price for the month of March 2016 was \$1.75 (net).

LYNX staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages and fringe benefits are 7% and 16% respectively under budget due to various vacancies as of March 31, 2016. Other materials and supplies expenses are 13% under budget. Professional service expenses are 61% under budget due to various planning projects that will commence later in the fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budgeted.

Paratransit Operations:

The operating profit from Paratransit operations as of March 31, 2016 is due to Customer Fares being 16% over budget. Contract Services are on target at 100% of the budgeted amount. The year-to-date cost of unleaded fuel is 26% lower than budgeted. During the month of March 2016, LYNX locked in forty three percent (43%) 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 \$2.37 (net) per gallon in the FY2016 budget. LYNX is currently paying \$1.38 (net) per gallon plus fuel hedging losses. The national unleaded fuel price for the month of March 2016 was \$1.74 (net). An analysis of year-to-date purchased transportation trips and costs is as follows:

ACCESS LYNX			
FY2016	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	244,292	\$29.41	\$7,185,139
Budget (rounding)	247,603	\$27.86	\$6,897,455
Trips / Costs Over (Under) Budget	(3,311)	\$1.55	\$287,684

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
March 31, 2016 and 2015
(UnAUDITED)

	<u>2016</u>	<u>2015</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 38,297,499	38,082,212
Receivables:		
Local, trade and operating assistance	7,753,981	12,624,260
Federal grants	13,607,530	8,766,932
State grants	8,389,137	7,524,843
Inventory	2,215,685	1,986,324
State fuel tax refund	82,828	112,484
Prepaid expenses and other assets	1,433,570	1,239,943
	<u>71,780,230</u>	<u>70,336,998</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,855,570</u>	<u>2,183,670</u>
Property and equipment:		
Land	8,161,465	8,571,465
Buildings and shelters	91,534,127	96,541,410
BRT Roadway	6,499,619	6,404,069
Revenue vehicles	166,566,380	155,895,258
Furniture, Fixtures & Equipment	39,707,702	37,228,214
Leasehold improvements	110,109	110,109
Total property and equipment	<u>312,579,402</u>	<u>304,750,525</u>
Less: accumulated depreciation	(168,325,473)	(161,448,093)
Construction in progress	<u>20,156,484</u>	<u>10,167,761</u>
Net property and equipment	<u>164,410,413</u>	<u>153,470,193</u>
Other assets	<u>6,283,485</u>	<u>234,450</u>
Total noncurrent assets	<u>175,549,468</u>	<u>155,888,313</u>
TOTAL ASSETS	<u>247,329,698</u>	<u>226,225,311</u>
DEFERRED OUTFLOW OF RESOURCES		
Pension Contributions	3,315,057	-
Accumulated decrease in fair value of fuel hedge instrument	<u>821,949</u>	<u>828,151</u>
	4,137,006	828,151

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
March 31, 2016 and 2015
(UNAUDITED)

	<u>2016</u>	<u>2015</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 11,021,825	10,054,794
Accrued salaries and related taxes	1,659,919	1,197,005
Accrued compensated absences, current	4,170,615	3,967,050
Accrued self-insurance liability, current	2,097,048	2,103,398
Leases payable, current	771,545	-
Loans payable, current	813,225	-
Unearned operating revenue	10,676,392	10,678,339
Unearned capital	4,677,412	3,270,793
Derivative instrument - fuel hedge	821,949	828,151
Total current liabilities	<u>36,709,930</u>	<u>32,099,530</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	4,440,501	-
Loans payable	-	1,610,507
Net OPEB Obligation	1,683,525	1,424,525
Accrued compensated absences, long-term	538,035	523,380
Accrued self-insurance liability, long-term	2,676,165	6,699,104
Total noncurrent liabilities	<u>9,338,226</u>	<u>10,257,516</u>
Total liabilities	<u>46,048,156</u>	<u>42,357,046</u>
DEFERRED INFLOW OF RESOURCES		
Pension Contributions	1,318,794	-
Accumulated increase in fair value of fuel hedge instrument	-	-
	<u>1,318,794</u>	<u>-</u>
NET POSITION:		
Invested in capital assets, net of related debt	156,349,164	150,255,582
Restricted	-	-
Unrestricted	47,750,590	34,440,834
Total net position	<u>204,099,754</u>	<u>184,696,416</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 250,147,910</u>	<u>\$ 227,053,462</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2016 AND THE SIX MONTHS ENDED MARCH 31, 2016
(UNAUDITED)

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 14,725,740	13,231,186	90%	\$ 2,454,290	\$ 2,299,713	94%
Contract Services:						
Local Financial Assistance	7,059,966	6,506,557	92%	1,108,361	986,920	89%
Other Contractual Services	1,869,452	1,922,422	103%	311,575	321,165	103%
Advertising	1,040,000	939,603	90%	173,333	214,065	123%
Other Operating Income	213,220	143,425	67%	35,537	46,631	131%
Total Operating Revenues	24,908,378	22,743,193	91%	4,083,096	3,868,495	95%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	5,178,510	5,136,866	99%	863,085	856,144	99%
Local	23,214,763	23,296,507	100%	3,937,427	3,982,723	101%
Planning and other assistance grants:						
Federal - Other	8,253,668	7,140,862	87%	1,340,611	1,206,005	90%
State of Florida - Other	1,663,412	1,462,348	88%	312,235	247,392	79%
Local Matching - Other	-	666	N/A	-	121	N/A
Interest Income	18,207	11,548	63%	3,034	2,043	67%
Gain / (Loss) on Sale of Assets	-	64,343	N/A	-	8,845	N/A
Total Nonoperating Revenues	38,328,559	37,113,139	97%	6,456,393	6,303,274	98%
Total Revenues	63,236,937	59,856,333	95%	10,539,489	10,171,768	97%
OPERATING EXPENSES						
Salaries and Wages	23,322,260	21,727,268	93%	3,887,043	3,701,001	95%
Fringe Benefits	13,313,018	11,198,097	84%	2,218,836	1,996,767	90%
Purchased Transportation Services	8,167,385	8,332,294	102%	1,361,231	1,451,729	107%
Fuel	6,784,535	4,550,859	67%	1,130,756	869,846	77%
Other Materials and Supplies	4,142,021	3,623,646	87%	690,337	669,890	97%
Professional Services	2,178,844	851,090	39%	363,141	176,300	49%
Other Services	2,888,933	2,288,527	79%	481,489	461,514	96%
Lease and Miscellaneous Expenses	593,751	528,677	89%	98,959	108,612	110%
Casualty and Liability Insurance	1,115,248	1,186,244	106%	185,875	340,719	183%
Utilities	727,286	657,980	90%	121,214	127,793	105%
Taxes and Licenses	227,303	285,739	126%	37,884	57,191	151%
Interest Expense	62,139	68,270	110%	10,356	11,548	112%
Total Operating Expenses	63,522,723	55,298,691	87%	10,587,120	9,972,911	94%
OPERATING GAIN / (LOSS)	\$ (285,786)	\$ 4,557,642	N/A	\$ (47,631)	\$ 198,857	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2016 AND THE SIX MONTHS ENDED MARCH 31, 2016
(UNAUDITED)

	Year to Date			Month of March		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 13,913,283	\$ 12,282,601	88%	\$ 2,318,881	\$ 2,142,006	92%
Contract Services:						
Local Financial Assistance	7,059,966	6,506,557	92%	1,108,361	986,920	89%
Other Contractual Services	-	52,386	N/A	-	8,533	N/A
Advertising	1,040,000	939,603	90%	173,333	214,065	123%
Other Operating Income	<u>213,220</u>	<u>143,425</u>	67%	<u>35,537</u>	<u>46,631</u>	131%
Total Operating Revenues	<u>22,226,468</u>	<u>19,924,572</u>	90%	<u>3,636,111</u>	<u>3,398,155</u>	93%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	5,178,510	5,136,866	99%	863,085	856,144	99%
Local	18,701,535	18,783,277	100%	3,185,222	3,168,862	99%
Planning and other assistance grants:						
Federal - Other	6,552,724	5,536,239	84%	1,057,121	925,633	88%
State of Florida - Other	1,638,411	1,462,348	89%	308,069	247,392	80%
Local Matching - Other	-	666	N/A	-	121	N/A
Interest Income	18,207	11,548	63%	3,034	2,043	67%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>64,343</u>	N/A	<u>-</u>	<u>8,845</u>	N/A
Total Nonoperating Revenues	<u>32,089,386</u>	<u>30,995,286</u>	97%	<u>5,416,531</u>	<u>5,209,041</u>	96%
Total Revenues	<u>54,315,855</u>	<u>50,919,858</u>	94%	<u>9,052,642</u>	<u>8,607,196</u>	95%
OPERATING EXPENSES						
Salaries and Wages	23,114,979	21,537,601	93%	3,852,497	3,667,848	95%
Fringe Benefits	13,178,250	11,079,762	84%	2,196,375	1,974,754	90%
Purchased Transportation Services	1,208,681	1,127,493	93%	201,447	197,306	98%
Fuel	5,509,544	3,740,998	68%	918,257	718,417	78%
Other Materials and Supplies	4,132,301	3,614,249	87%	688,717	669,171	97%
Professional Services	2,048,744	805,984	39%	341,457	168,837	49%
Other Services	2,763,840	2,191,387	79%	460,640	442,749	96%
Lease and Miscellaneous Expenses	590,752	527,074	89%	98,459	108,137	110%
Casualty and Liability Insurance	1,115,248	1,186,244	106%	185,875	340,719	183%
Utilities	701,150	634,308	90%	116,858	123,186	105%
Taxes and Licenses	192,429	252,121	131%	32,071	51,389	160%
Interest Expense	<u>62,139</u>	<u>68,270</u>	110%	<u>10,356</u>	<u>11,548</u>	112%
Total Operating Expenses	<u>54,618,057</u>	<u>46,765,491</u>	86%	<u>9,103,009</u>	<u>8,474,061</u>	93%
OPERATING GAIN / (LOSS)						
	<u>\$ (302,202)</u>	<u>\$ 4,154,367</u>	N/A	<u>\$ (50,367)</u>	<u>\$ 133,135</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2016 AND THE SIX MONTHS ENDED MARCH 31, 2016
(UNAUDITED)

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 812,458	\$ 948,585	117%	\$ 135,410	\$ 157,708	116%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	1,869,452	1,870,036	100%	311,575	312,633	100%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>2,681,910</u>	<u>2,818,621</u>	105%	<u>446,985</u>	<u>470,341</u>	105%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	4,513,228	4,513,230	100%	752,205	813,861	108%
Planning and other assistance grants:						
Federal - Other	1,700,944	1,604,623	94%	283,491	280,372	99%
State of Florida - Other	25,000	-	N/A	4,167	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>6,239,172</u>	<u>6,117,853</u>	98%	<u>1,039,862</u>	<u>1,094,233</u>	105%
Total Revenues	<u>8,921,082</u>	<u>8,936,474</u>	100%	<u>1,486,847</u>	<u>1,564,574</u>	105%
OPERATING EXPENSES						
Salaries and Wages	207,281	189,667	92%	34,547	33,153	96%
Fringe Benefits	134,768	118,335	88%	22,461	22,013	98%
Purchased Transportation Services	6,958,705	7,204,801	104%	1,159,784	1,254,423	108%
Fuel	1,274,991	809,860	64%	212,499	151,429	71%
Other Materials and Supplies	9,720	9,398	97%	1,620	719	44%
Professional Services	130,100	45,106	35%	21,683	7,463	34%
Other Services	125,093	97,140	78%	20,849	18,766	90%
Lease and Miscellaneous Expenses	3,000	1,603	53%	500	475	95%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	26,135	23,672	91%	4,356	4,607	106%
Taxes and Licenses	34,874	33,619	96%	5,812	5,802	100%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>8,904,666</u>	<u>8,533,200</u>	96%	<u>1,484,111</u>	<u>1,498,850</u>	101%
OPERATING GAIN / (LOSS)	<u>\$ 16,416</u>	<u>\$ 403,274</u>	N/A	<u>\$ 2,736</u>	<u>\$ 65,723</u>	N/A

Monthly Report C: Ridership Report

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
OLANREWAJU ADELEKAN
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report - January and February 2016 (Final)

Date: 5/26/2016

Transit ridership across the country continues to fluctuate somewhat as gas prices remain low. LYNX staff continue to adjust services to maximize ridership based on Board adopted Service Guidelines and recommendations from the 2013/2014 Comprehensive Operational Analysis.

LYNX has introduced three new routes to Lake Nona/Medical City over the past two years to serve this rapidly growing employment center and residential community. Ridership on these routes is steadily growing and LYNX staff are regularly coordinating with various organizations, such as Nemours Children's Hospital and the United States Tennis Association, to better serve the community.

LYNX and SunRail staff are working together closely to identify opportunities to attract choice riders to Central Florida's transit options. This includes service adjustments related to Phase 1, which is in operation and Phase 2 South, which is expected to open for service in February 2018. LYNX and SunRail are currently preparing feeder bus options to support Phase 2.

LYNX staff are monitoring I-4 construction related activities that may result in detours and potential changes in ridership due to those detours. Recently passed Florida legislation established a construction mitigation fund of \$1 million to pay for potential impacts to transit service during construction of the I-4 Ultimate project.

LYNX will conduct a system-wide on-board Origin and Destination Survey in FY 2016/17. The on-board survey will provide important information about the travel patterns of LYNX, SunRail and NeighborLink riders. The results will improve LYNX's knowledge of travel markets and inform the development of new service and existing service enhancements.

YEAR TO DATE (JANUARY 2016)

<i>Service Mode</i>	<i>Oct-Jan(FY2015)</i>	<i>Oct-Jan(FY2016)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	307,864	250,339	-18.69%
LYMMO (GRAPEFRUIT LINE)	156,631	158,972	1.49%
LYMMO (LIME LINE)	-	1,091	N/A
LYMMO (CIRCULATOR)	-	1,118	N/A
REGULAR FIXED-ROUTE	9,344,085	8,498,478	-9.05%
NEIGHBORLINK	61,365	57,936	-5.59%
SUBTOTAL - FIXED, NL, + LYMMO	9,869,945	8,967,934	-9.14%
SPECIAL SHUTTLE	22,051	32,135	N/A
EXPRESS LINK 208	4,083	3,542	-13.25%
ACCESSLYNX	181,236	176,046	-2.86%
VANPOOL	111,305	122,592	10.14%
SUBTOTAL - OTHER SERVICES	318,675	334,315	4.91%
TOTAL ALL SERVICES	10,188,620	9,302,249	-8.70%

LYNX continued adjusting running times during the January bid period to improve on-time performance and make better connections for our customers. As part of the regular service change process, LYNX uses Board-approved documents such as the Transit Development Plan and the Comprehensive Operational Analysis to determine the need for service improvements and timing for implementation. Major Service changes for the January 2016 bid period included the implementation of the LYMMO Line Line in the Parramore neighborhood, the elimination of FastLink 17-92 and Link 445. LYNX also restructured the LYMMO Orange line by separating the recently added north quarter service into its own line, now called Orange Line – North Quarter. The original Orange Line to Downtown was restored to its original alignment.

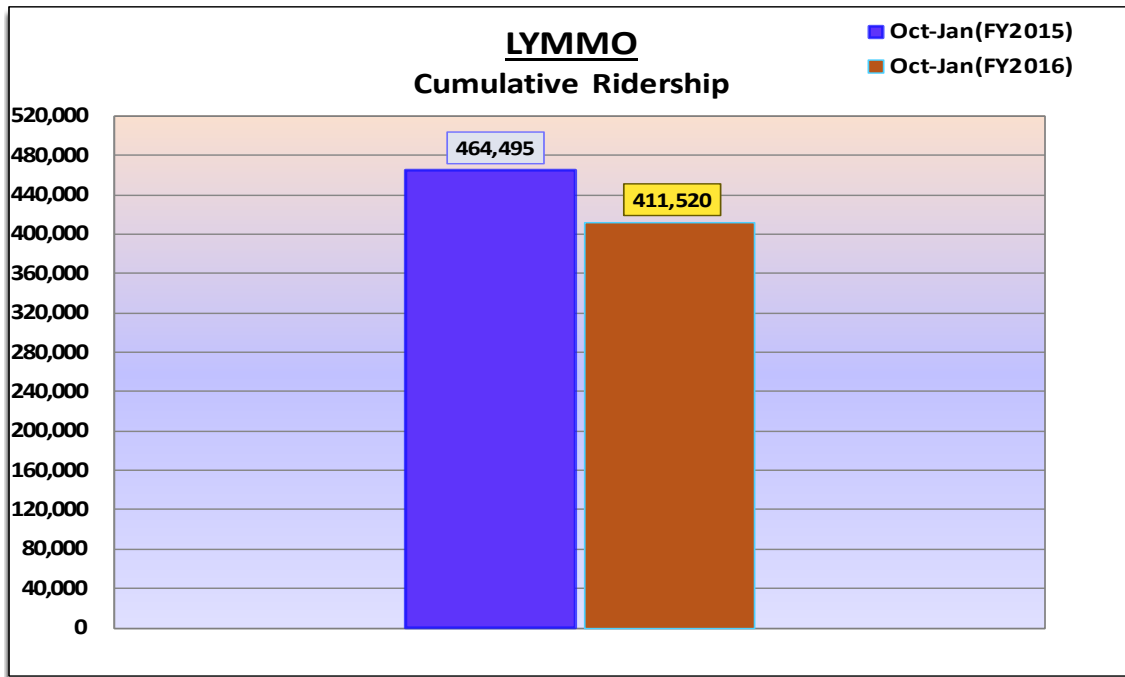
LYMMO: Ridership on the Grapefruit Line continues to increase due to the line being extended to the Citrus Bowl for the Orlando City Soccer games giving LYNX an overall increase of 1.5% from October to January. The Orange Line saw a drop in ridership during the same period; however, ridership on the new Lime and Orange North Circulator indicates good ridership prospects. LYNX anticipates this change will better serve our customers and improve our overall monthly ridership.

Regular Fixed-Route: Fixed route ridership continues to be affected by low gas prices, the improving economy and customers migrating from LYNX to SunRail on at least a portion of their weekday commute.

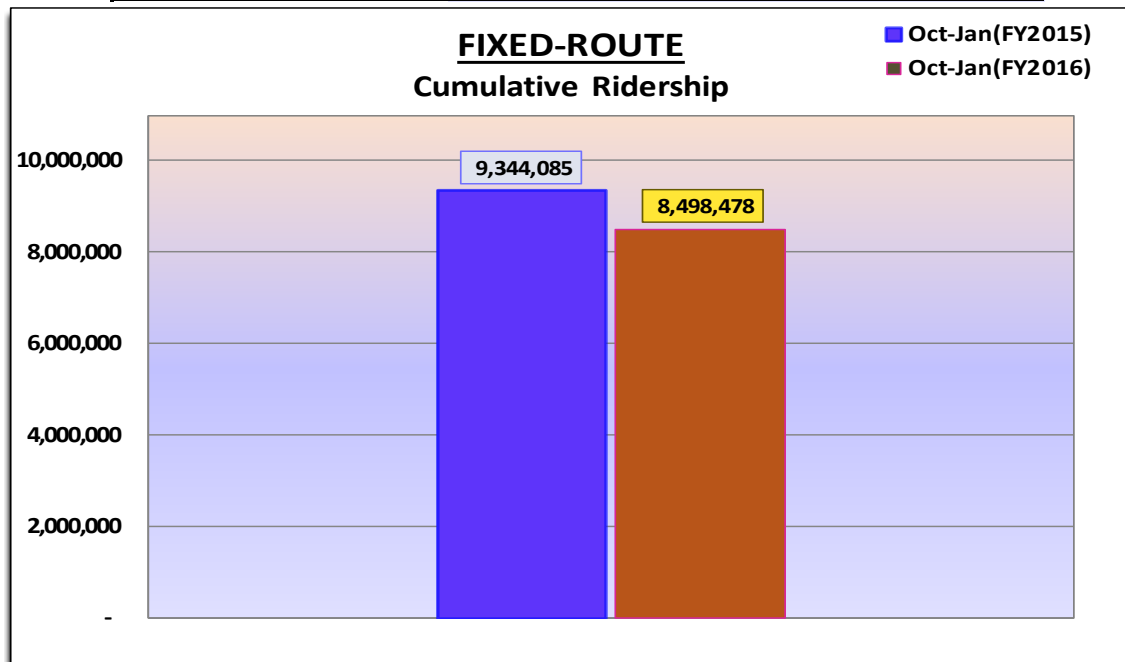
NeighborLink: The 13-route NeighborLink system ridership declined by 589 riders from the previous month.

AccessLYNX: Due to a change in Medicaid policies that occurred in 2014, LYNX has experienced a significant, but not unexpected, decline in ridership. This decline is about 2.86% from October through January 2016.

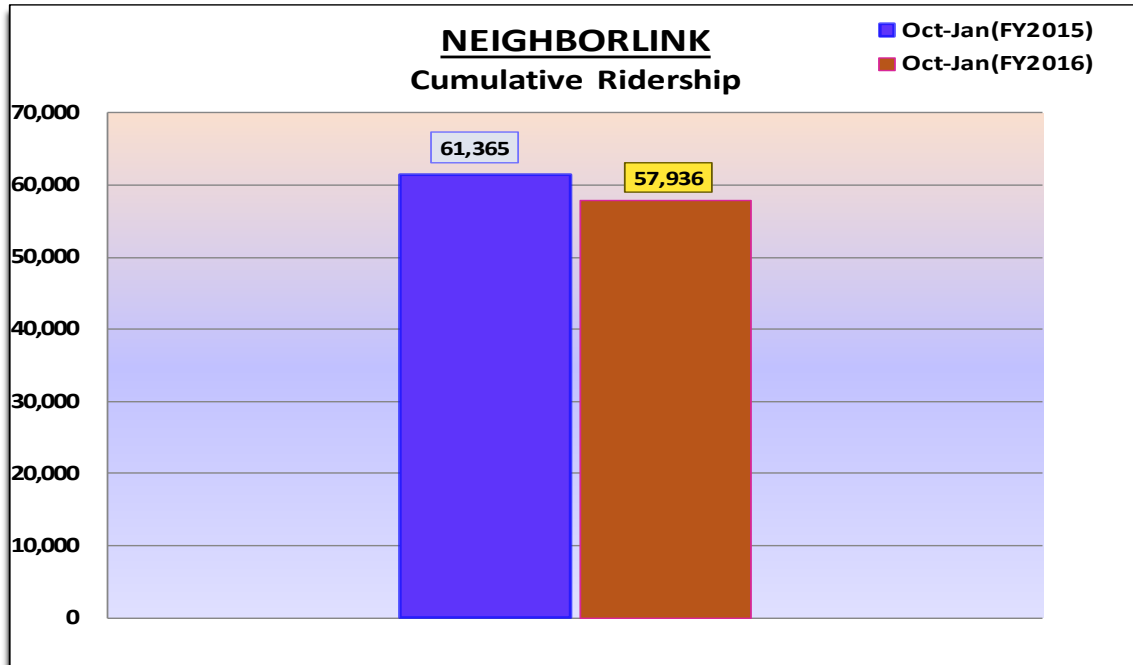
VanPool: The number of vanpools in service increased by 4.62% over the last fiscal year. Total number of vehicles operated in January is 130, giving LYNX an overall ridership increase of 10.14% so far this year.



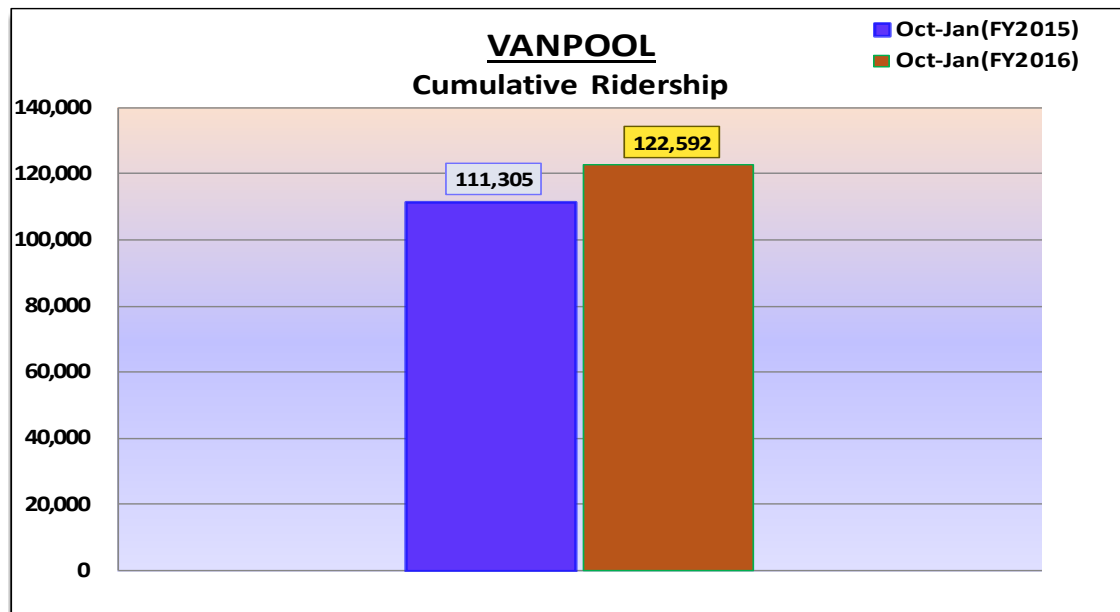
	Fy TOTAL	
Oct-Jan(FY2015)	464,495	Decrease in ridership is primarily associated to the Orange Line. LYNX anticipates the restructuring of the route will improve overall monthly ridership
Oct-Jan(FY2016)	411,520	
Change (%)	-11.40%	



	Fy TOTAL	Significant decrease in gasoline costs may account for the decrease in fixed-route ridership			
Oct-Jan(FY2015)	9,344,085				
Oct-Jan(FY2016)	8,498,478	Retail Gasoline Prices in Florida	Jan-15	Jan-16	Change
Change (%)	-9.05%	Source: U.S. Energy Info Administration	\$2.14	\$1.89	-11.76%

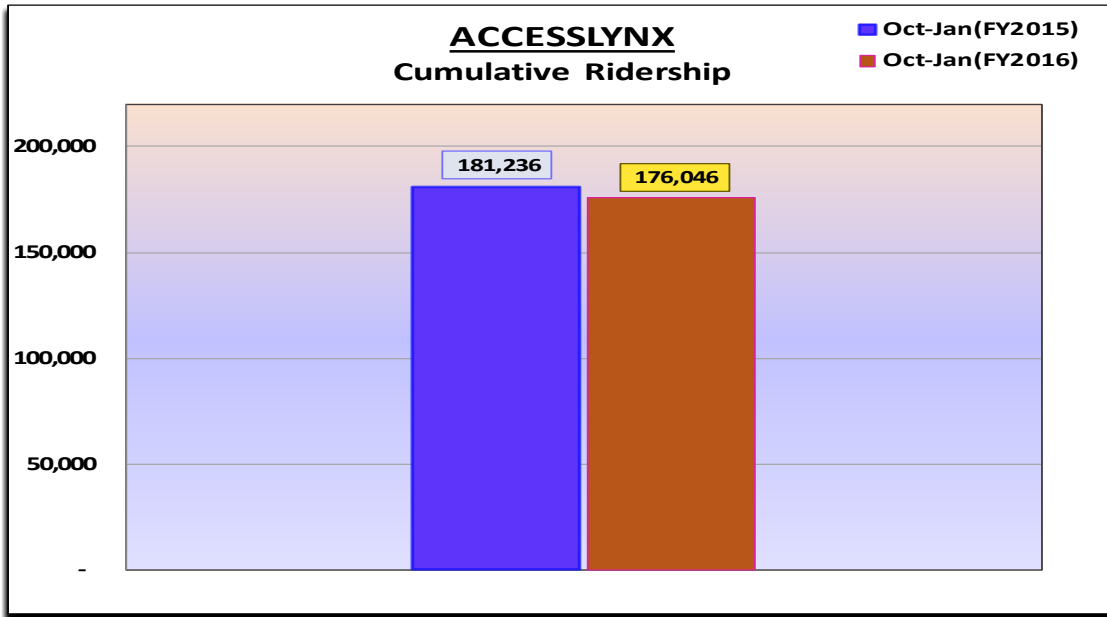


	Fy TOTAL	
Oct-Jan(FY2015)	61,365	Slight reduction in ridership in December 2015.
Oct-Jan(FY2016)	57,936	
Change (%)	-5.59%	



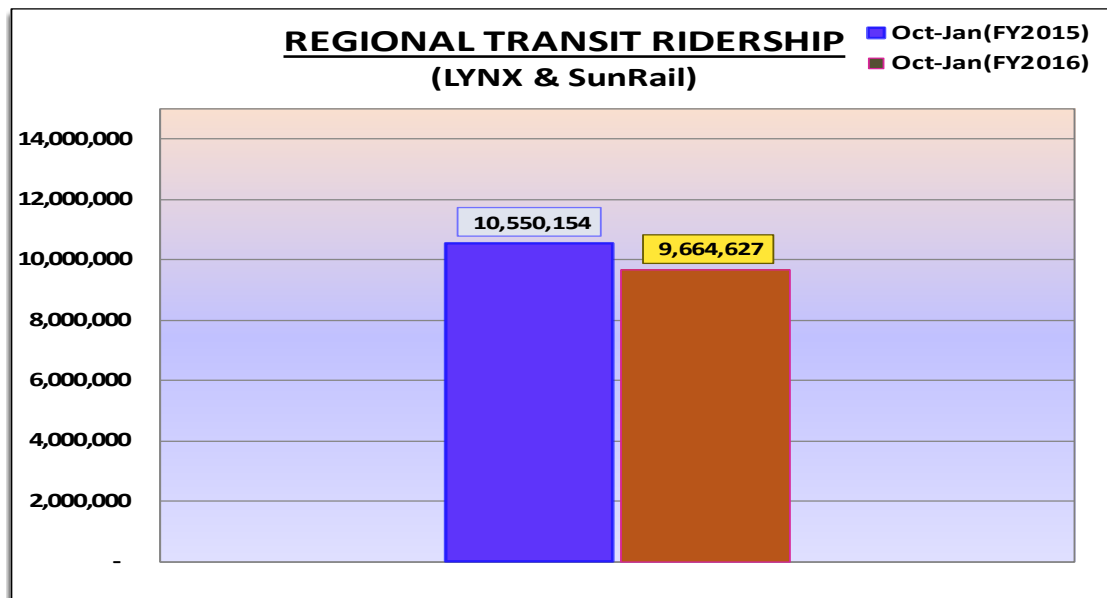
	Fy TOTAL	
Oct-Jan(FY2015)	111,305	Ridership increase is due to partnership with other organizations resulting in an increased number of vans and an expanded opportunities to commuters
Oct-Jan(FY2016)	122,592	
Change (%)	10.14%	

Vehicles Operated in Maximum Service	Jan-15	Jan-16	Change
Vehicles Operated	130	136	4.62%



	Fy TOTAL	Significant drop in ridership occurred as a result of change to Medicaid policy
Oct-Jan(FY2015)	181,236	
Oct-Jan(FY2016)	176,046	
Change (%)	-2.86%	

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 American with Disabilities Act (ADA), Transportation Disadvantage (TD), or are 80 years and older.



	Fy TOTAL	Decrease in regional transit ridership is due to an improved economy and reduced gas price.				
Oct-Jan(FY2015)	10,550,154	Retail Gasoline Prices in Florida				
Oct-Jan(FY2016)	9,664,627					
Change (%)	-8.39%	Source: U.S. Energy Info Administration	Jan-15	Jan-16	Change	
			\$2.14	\$1.89	-11.76%	

SUNRAIL

FY 2015 SunRail Monthly Ridership by Station													
	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16
<i>Days of Operation</i>	22	20	20	22	22	20	22	23	21	21	22	20	19
SunRail Station													
DeBary	9,281	8,772	10,862	9,854	8,659	9,545	11,425	9,209	7,907	8,447	8,253	9,665	7,412
Sanford	4,907	4,772	6,146	5,599	4,809	5,686	6,458	5,634	5,088	5,700	5,091	5,718	4,635
Lake Mary	6,604	6,411	7,957	7,866	6,578	7,629	8,193	7,045	6,278	6,654	6,551	7,613	5,624
Longwood	4,676	4,572	5,685	5,475	5,017	5,331	5,668	5,007	4,508	5,045	4,839	5,533	4,165
Altamonte Springs	5,108	4,752	5,816	5,313	4,851	5,452	5,610	4,833	4,811	5,154	4,799	5,358	4,209
Maitland	3,477	3,590	4,370	4,310	3,729	3,948	4,075	3,689	3,435	3,693	3,302	3,494	3,267
Winter Park	9,592	7,570	11,331	9,241	7,398	8,839	11,022	8,433	6,184	7,083	7,216	10,303	5,542
Florida Hospital/Health Village	3,741	3,826	4,815	4,856	4,091	4,589	4,734	4,046	3,912	4,122	3,980	3,737	3,589
LYNX Central Station	8,102	7,712	9,221	9,154	8,554	8,515	9,218	8,412	7,968	8,664	7,996	8,578	7,337
Church Street Station	8,610	8,131	9,507	9,470	7,740	8,304	8,964	7,599	7,034	7,970	7,560	8,277	7,128
Orlando Health/Amtrak	2,424	2,592	2,827	2,708	2,593	2,749	2,787	2,561	2,468	2,651	2,474	2,782	2,271
Sand Lake	9,264	8,546	10,358	9,172	8,712	9,940	11,633	9,857	8,394	9,550	8,482	9,548	7,855
Monthly Station Total	75,786	71,246	88,895	83,018	72,731	80,527	89,787	76,325	67,987	74,733	70,543	70,543	63,034
Average Daily Station Total	3,445	3,562	4,445	3,774	3,306	4,026	4,081	3,318	3,237	3,559	3,207	3,527	3,318

SunRail Connections

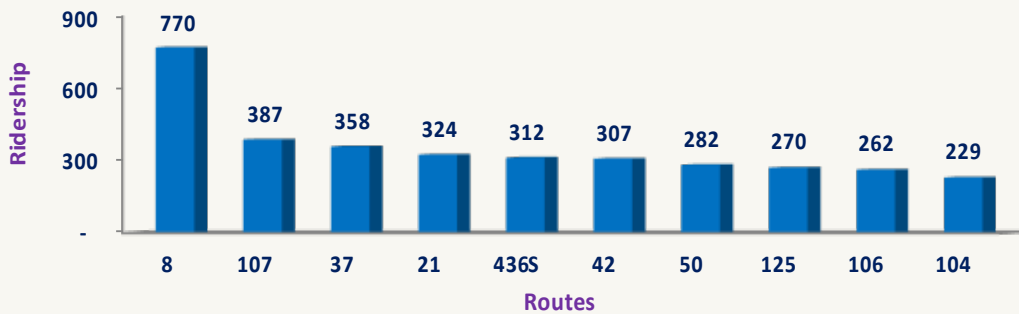
- Ridership Adjustments
 - In April 2014, LYNX readjusted services on 19 existing routes to provide feeder bus service to 9 SunRail Stations. These 19 routes represent 25% of LYNX's entire route structure.
 - LYNX Central Station connects SunRail with 34 routes in the LYNX system.

Average Daily Boardings & Alightings Station Area Activity													
	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16
<i>Days of Operation</i>	22	20	20	22	22	20	22	22	21	21	22	20	22
SunRail Station													
Sanford	335	335	420	499	508	474	487	489	453	493	491	516	374
Lake Mary	118	68	94	114	123	114	112	111	100	87	78	101	69
Longwood	31	75	69	111	128	84	74	76	74	84	68	60	68
Altamonte Springs	220	199	173	159	209	202	208	210	218	211	188	195	99
Maitland	2	28	26	30	35	26	26	25	32	30	27	20	17
Winter Park	155	156	182	170	152	251	257	256	273	276	273	256	200
Florida Hospital/Health Village	407	382	446	489	515	457	447	450	467	492	464	424	351
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	13	7	6	2	5	8	4	3	5	7	4	3	5
Sand Lake	381	358	351	281	362	336	326	324	328	314	281	246	291
Total - All Station	1,663	1,606	1,768	1,855	2,038	1,951	1,939	1,944	1,950	1,994	1,873	1,821	1,474

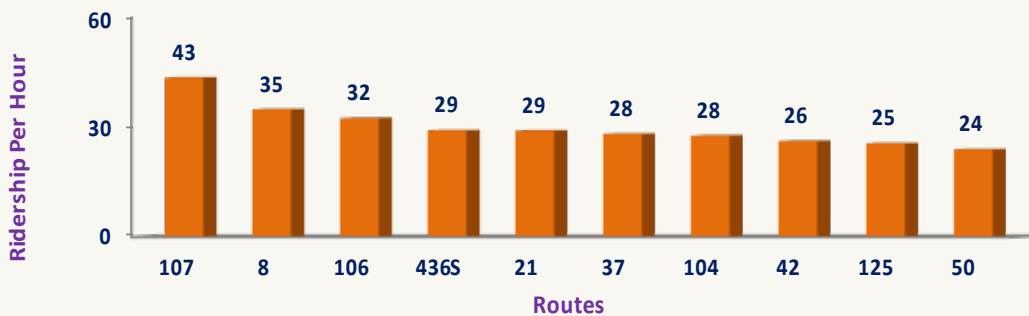
TRENDS: Who is traveling where?

FY 2016 LYNX TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 15 to JAN 16)								
Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	YTD	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	202,481	190,055	195,801	182,001	770,338	9.06%
2	107	SOUTH US 441/FLA MALL	99,698	94,041	101,503	92,036	387,278	4.56%
3	37	PARK PROMENADE/FLORIDA MALL	95,467	88,553	89,749	84,458	358,227	4.22%
4	21	CARVER SHORES	86,871	78,792	80,290	78,378	324,331	3.82%
5	436S	436S - SOUTH S R 436	82,909	76,601	78,912	73,507	311,929	3.67%
6	42	INTL DR/ORLANDO INTL AIRPORT	81,236	76,595	77,143	72,393	307,367	3.62%
7	50	DOWNTOWN ORLANDO/MAGIC KIN	77,798	69,476	71,695	63,065	282,034	3.32%
8	125	SILVER STAR RD CROSSTOWN	73,938	65,488	67,214	63,347	269,987	3.18%
9	106	NORTH US 441/APOPKA	69,191	64,701	65,511	62,135	261,538	3.08%
10	104	EAST COLONIAL DR/UCF	64,528	55,360	55,134	54,112	229,134	2.70%
CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)			8,498,478					41%

LYNX Top 10 Routes by Ridership (Oct 15 to Jan 16)
(Numbers are in Thousands)



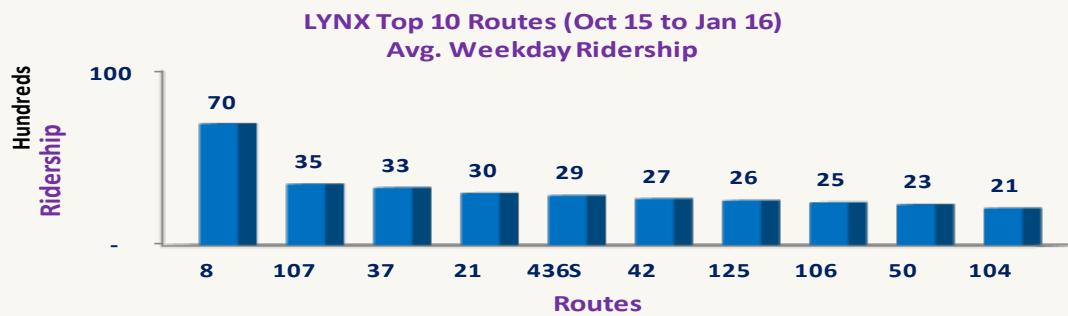
Ridership Per Hour



TOP 10 ROUTES REPRESENTS
41% OF LYNX ENTIRE FIXED-ROUTE RIDERSHIP

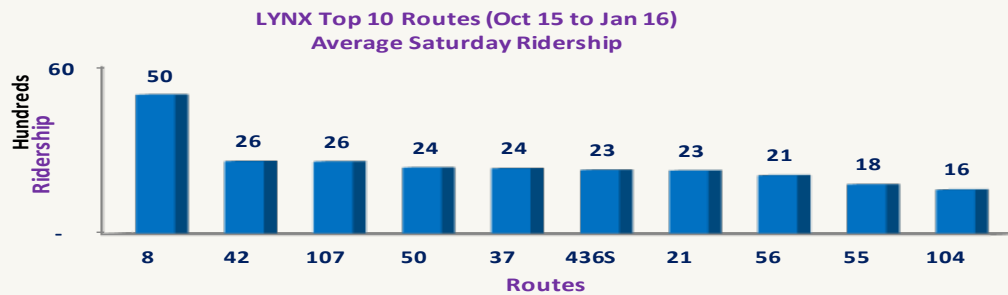
FY 2016 LYNX TOP 10 FIXED-ROUTES AVERAGE WEEKDAY RIDERSHIP (OCT 15 to JAN 16)

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16
1	8	W OAK RIDGE RD/INTL DR	7,299	7,060	6,912	6,656
2	107	SOUTH US 441/FLA MALL	3,531	3,545	3,615	3,395
3	37	PARK PROMENADE/FLORIDA MALL	3,524	3,380	3,198	3,147
4	21	CARVER SHORES	3,171	3,019	2,876	2,943
5	436S	436S - SOUTH S R 436	3,038	2,961	2,816	2,657
6	125	SILVER STAR RD CROSSTOWN	2,804	2,592	2,470	2,437
7	42	INTL DR/ORLANDO INTL AIRPORT	2,802	2,770	2,628	2,530
8	106	NORTH US 441/APOPKA	2,604	2,471	2,402	2,371
9	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,578	2,377	2,336	2,100
10	104	EAST COLONIAL DR/UCF	2,407	2,142	1,978	2,032



FY 2016 LYNX TOP 10 FIXED-ROUTES AVERAGE SATURDAY RIDERSHIP (OCT 15 to Jan 16)

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16
1	8	W OAK RIDGE RD/INTL DR	4,947	5,250	5,127	4,641
2	107	SOUTH US 441/FLA MALL	2,820	2,503	2,603	2,447
3	42	INTL DR/ORLANDO INTL AIRPORT	2,690	2,669	2,605	2,466
4	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,594	2,441	2,415	2,065
5	21	CARVER SHORES	2,414	2,243	2,249	2,169
6	436S	436S - SOUTH S R 436	2,390	2,267	2,254	2,257
7	37	PARK PROMENADE/FLORIDA MALL	2,313	2,398	2,491	2,205
8	56	WEST US 192/MAGIC KINGDOM	2,147	2,032	2,185	2,040
9	55	WEST US 192/FOUR CORNERS	1,777	1,799	1,831	1,696
10	104	EAST COLONIAL DR/UCF	1,733	1,536	1,578	1,492



LYNX Monthly Ridership by Mode

Fiscal Year 2016													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949									250,339
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618									158,972
LYMMO (LIME LINE)	-	-	-	1,091									1,091
LYMMO (CIRCULATOR)	-	-	-	1,118									1,118
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285									8,498,478
NEIGHBORLINK	16,611	13,830	14,042	13,453									57,936
SUBTOTAL - FIXED ROUTE	2,421,674	2,187,903	2,245,843	2,112,514									8,967,934
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649									32,135
EXPRESS LINK 208	1,015	917	891	719									3,542
ACCESS LYNX	46,624	42,616	43,636	43,170									176,046
VANPOOL	31,645	29,917	29,803	31,227									122,592
SUBTOTAL - OTHER SERVICES	94,666	79,593	77,291	82,765									334,315
TOTAL ALL SERVICES	2,516,340	2,267,496	2,323,134	2,195,279									9,302,249
% Change From Fiscal Year 2015 To Fiscal Year 2016													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	-17.00%	-13.17%	-22.25%	-22.20%									-18.69%
LYMMO (GRAPEFRUIT LINE)	17.75%	7.44%	-14.21%	-5.24%									1.49%
LYMMO (LIME LINE)	N/A	N/A	N/A	N/A									N/A
LYMMO (CIRCULATOR)	N/A	N/A	N/A	N/A									N/A
REGULAR FIXED-ROUTE	-10.77%	-5.07%	-7.33%	-12.64%									-9.05%
NEIGHBORLINK	-1.36%	1.45%	-8.34%	-13.61%									-5.59%
SUBTOTAL - FIXED ROUTE	-10.47%	-5.09%	-7.94%	-12.72%									-9.14%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A									N/A
EXPRESS LINK 208	-11.04%	-8.94%	-12.90%	-21.16%									-13.25%
ACCESS LYNX	-5.70%	-1.11%	-2.50%	-1.76%									-2.86%
VANPOOL	7.10%	14.28%	6.65%	13.00%									10.14%
SUBTOTAL - OTHER SERVICES	17.52%	-0.19%	4.84%	-2.24%									4.91%
TOTAL ALL SERVICES	-9.66%	-4.93%	-7.56%	-12.36%									-8.70%
Fiscal Year 2015													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	85,372	71,119	79,455	71,918	79,636	75,360	73,554	68,556	72,331	77,788	73,568	71,205	899,862
LYMMO (GRAPEFRUIT LINE)	41,606	35,770	39,556	39,699	31,019	41,345	42,204	42,747	38,740	50,291	46,688	48,442	498,107
LYMMO (LIME LINE)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LYMMO (CIRCULATOR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
REGULAR FIXED-ROUTE	2,561,055	2,184,762	2,305,092	2,293,176	2,083,558	2,270,238	2,246,055	2,193,675	2,110,737	2,172,036	2,160,705	2,172,787	26,753,876
NEIGHBORLINK	16,840	13,633	15,320	15,572	14,136	15,287	15,682	14,118	13,812	14,742	16,101	16,199	181,442
SUBTOTAL - FIXED ROUTE	2,704,873	2,305,284	2,439,423	2,420,365	2,208,349	2,402,230	2,377,495	2,319,096	2,235,620	2,314,857	2,297,062	2,308,633	28,333,287
SPECIAL SHUTTLES	420	9,463	0	12,168	513	26,763	12,782	27,357	29,748	23,451	18,484	3,736	164,885
EXPRESS LINK 208	1,141.00	1,007.00	1,023.00	912.00	937.00	1,091.00	882.00	960.00	1,012.00	963.00	969.00	986.00	11,883.00
ACCESS LYNX	49,444	43,095	44,753	43,944	42,329	41,542	42,400	40,884	40,711	43,509	42,020	43,957	518,588
VANPOOL	29,548	26,178	27,944	27,635	28,651	31,353	32,493	29,870	29,264	30,732	27,469	27,955	349,092
SUBTOTAL - OTHER SERVICES	80,553	79,743	73,720	84,659	72,430	100,749	88,557	99,071	100,735	98,655	88,942	76,634	1,044,448
TOTAL ALL SERVICES	2,785,426	2,385,027	2,513,143	2,505,024	2,280,779	2,502,979	2,466,052	2,418,167	2,336,355	2,413,512	2,386,004	2,385,267	29,377,735

JANUARY 2016 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in January 2016 was 2,195,279. This represents a decrease of -12.36% over the previous year (January 2015).

January Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>January-15</i>	<i>January-16</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,824	2,222	-21.31%
	Saturday	1,393	1,077	-22.69%
	Sunday	1,129	779	-30.97%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,519	1,526	0.47%
	Saturday	731	660	-9.64%
	Sunday	830	455	-45.24%
LYMMO (LIME LINE)	Weekday	-	192	N/A
	Saturday	-	17	N/A
	Sunday	-	58	N/A
LYMMO (CIRCULATOR)	Weekday	-	169	N/A
	Saturday	-	119	N/A
	Sunday	-	76	N/A
REGULAR FIXED-ROUTE (72 LINKS)	Weekday (72 Links)	85,714	76,426	-10.84%
	Saturday (70 Links)	61,179	55,371	-9.49%
	Sunday (49 Links)	37,459	32,985	-11.94%
EXPRESS LINK 208	Weekday	46	36	-21.85%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESSLYNX	Weekday	1,704	1,771	3.89%
	Saturday	875	929	6.20%
	Sunday	519	623	20.08%
NEIGHBORLINK	Weekday	593	583	-1.72%
	Saturday	405	361	-11.01%
VANPOOL	Weekday	1,132	1,317	16.28%
	Saturday	300	252	-16.05%
	Sunday	289	220	-24.05%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	93,532	84,241	-9.93%
	Saturday	64,882	58,785	-9.40%
	Sunday	40,226	35,195	-12.51%

YEAR TO DATE (FEBRUARY 2016)

<i>Service Mode</i>	<i>Oct-Feb(FY2015)</i>	<i>Oct-Feb(FY2016)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	387,500	301,757	-22.13%
LYMMO (GRAPEFRUIT LINE)	187,650	199,766	6.46%
LYMMO (LIME LINE)	-	6,200	N/A
LYMMO (CIRCULATOR)	-	4,995	N/A
REGULAR FIXED-ROUTE	11,427,643	10,517,449	-7.96%
NEIGHBORLINK	75,501	72,239	-4.32%
SUBTOTAL - FIXED, NL, + LYMMO	12,078,294	11,102,406	-8.08%
SPECIAL SHUTTLE	22,564	34,714	N/A
EXPRESS LINK 208	5,020	4,468	-11.00%
ACCESSLYNX	223,565	220,565	-1.34%
VANPOOL	139,956	155,338	10.99%
SUBTOTAL - OTHER SERVICES	391,105	415,085	6.13%
TOTAL ALL SERVICES	12,469,399	11,517,491	-7.63%

LYNX has readjusted the running times over the last two service changes on most of its routes to improve on-time performance and make better connections for our customers. As part of the regular service change process, LYNX uses Board-approved documents such as the Transit Development Plan and the Comprehensive Operational Analysis to determine the service improvements needed and the timing for implementing them. For the January 2016 service change, LYNX introduced the new LYMMO Lime in Parramore and eliminated FastLink 17-92 and Link 445. LYNX also restructured the existing LYMMO Orange line routing and introduced a new standalone LYMMO Circulator to serve the Orange-North Quarter.

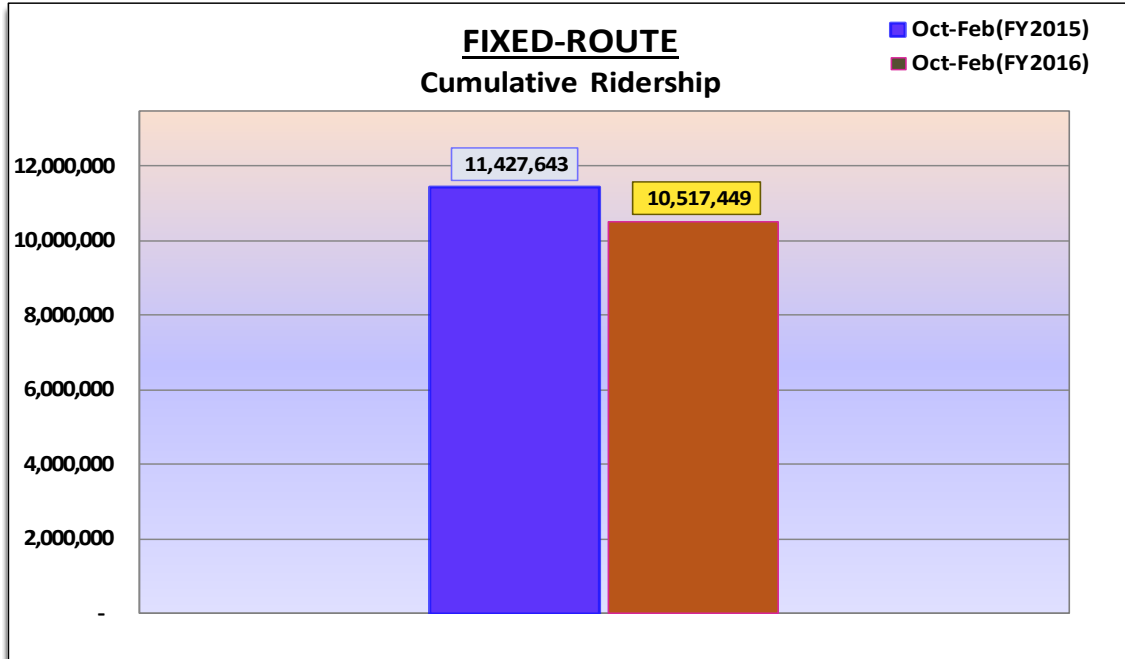
LYMMO: Ridership on the Grapefruit Line continues to trend upward due to the line being extended to the Citrus Bowl for the Orlando City Soccer games giving LYNX an overall increase of 6.49% from start of the fiscal year to February. The Orange Line saw a drop in ridership during the same period; however, ridership on the new LYMMO Circulator and Lime Line indicates good ridership prospects. LYNX anticipates this change will better serve our customers and improve our overall monthly ridership.

NeighborLink: The 13-route NeighborLink system ridership increased by 850 riders from the previous month.

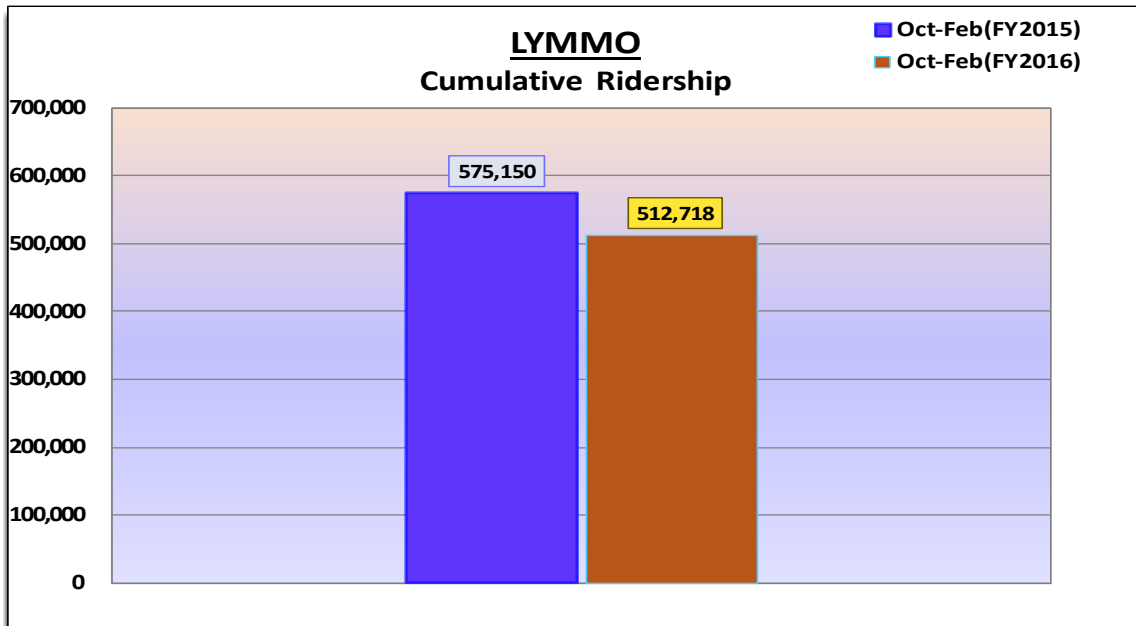
VanPool: The number of vanpools in service have increased over the last fiscal year giving LYNX a 10.99% increase in ridership so far this year.

Fixed-Route: Fixed route ridership continues to be affected by low gas prices, the improving economy and customers migrating from LYNX to SunRail on at least a portion of their weekday commute.

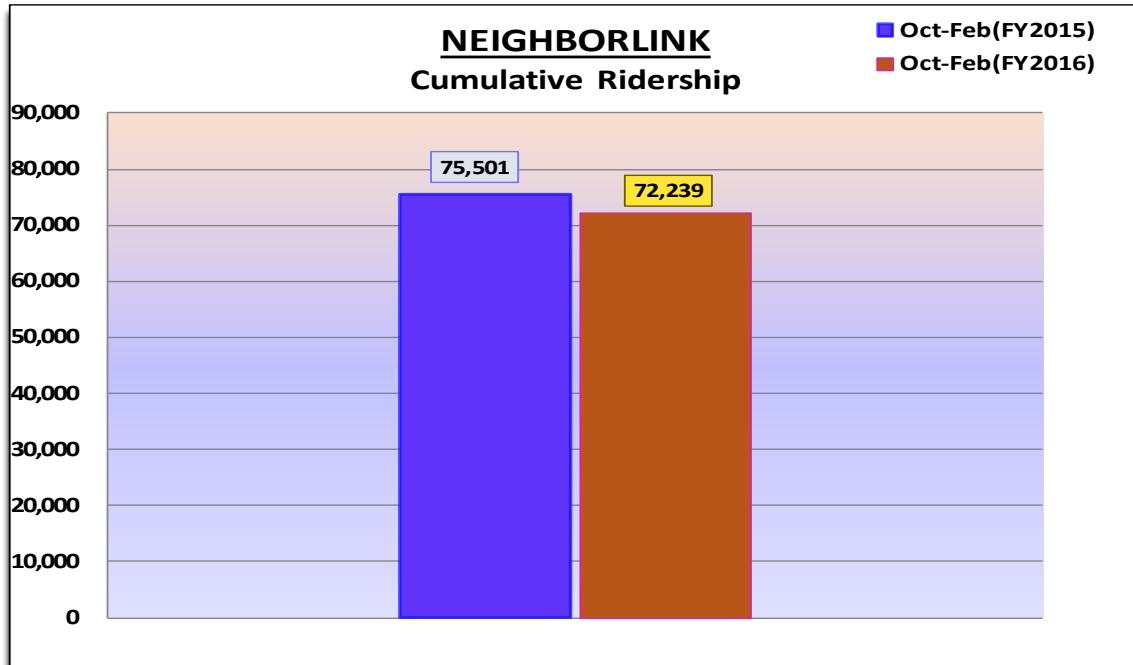
AccessLYNX: Due to a change in Medicaid policies that occurred in 2014, LYNX experienced a significant, but not unexpected, decline in ridership. This decline is about 1.34% from October through February 2016.



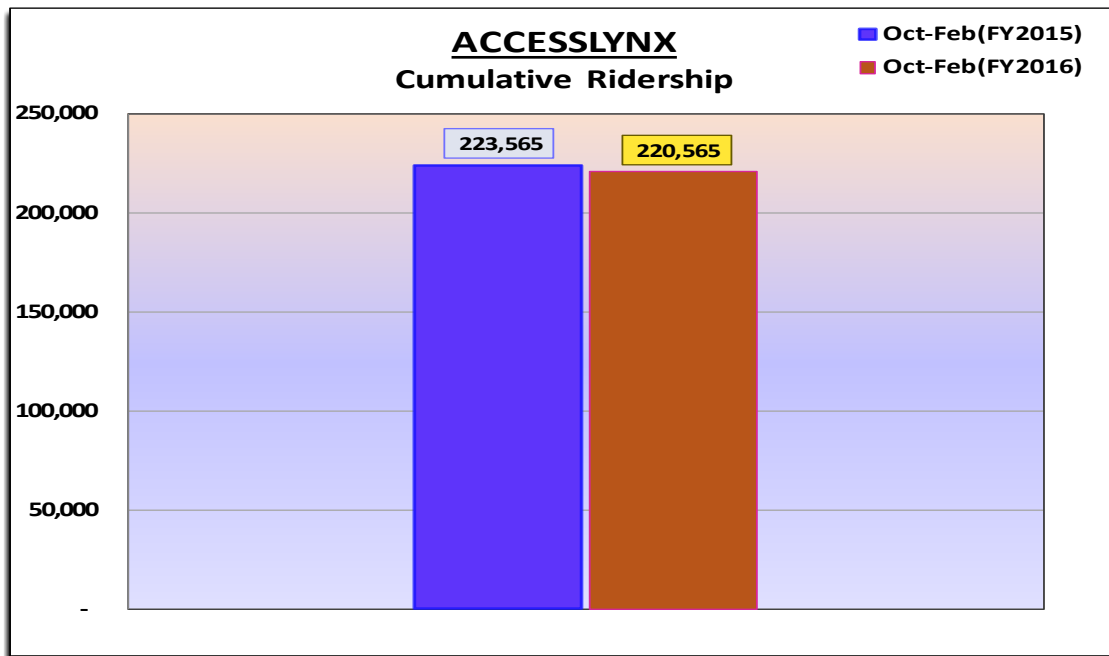
	Fy TOTAL	Significant decrease in gasoline costs may account for the decrease in fixed-route ridership			
Oct-Feb(FY2015)	11,427,643				
Oct-Feb(FY2016)	10,517,449	Retail Gasoline Prices in Florida	Jan-15	Jan-16	Change
Change (%)	-7.96%	Source: U.S. Energy Info Administration	\$2.14	\$1.89	-11.76%



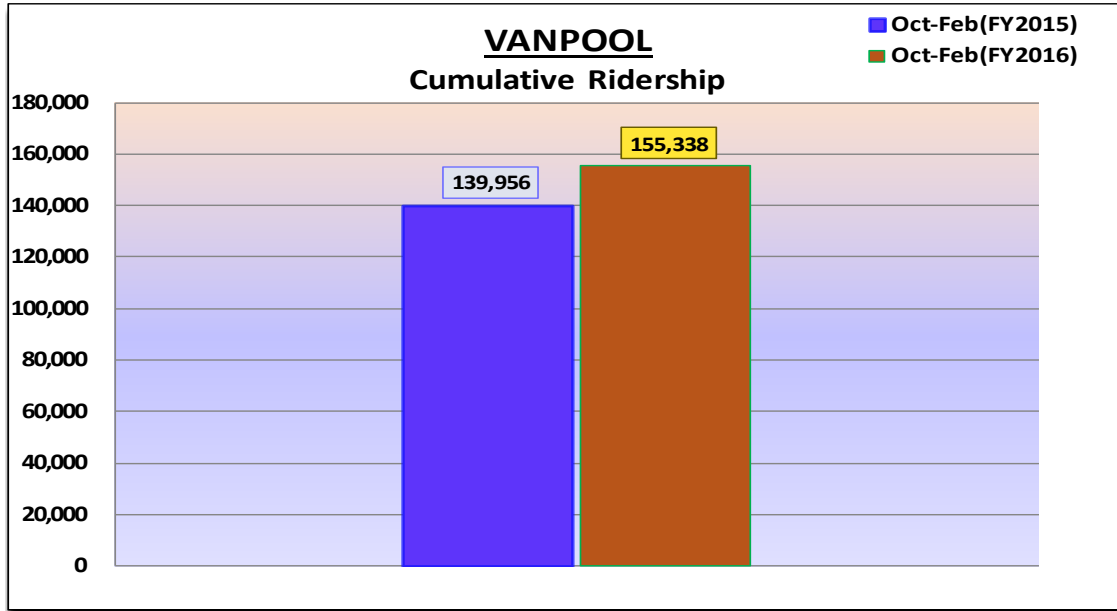
Service Mode	FY 2015	FY 2016	% Change	Decrease in ridership is primarily associated to the Orange Line. LYNX anticipates the restructuring of the route will improve overall monthly ridership
LYMMO (ORANGE)	387,500	301,757	-22.13%	
LYMMO (GRAPEFRUIT)	187,650	199,766	6.46%	
LYMMO (LIME)	-	6,200	N/A	
LYMMO (CIRCULATOR)	-	4,995	N/A	
TOTAL	575,150	512,718	-10.85%	



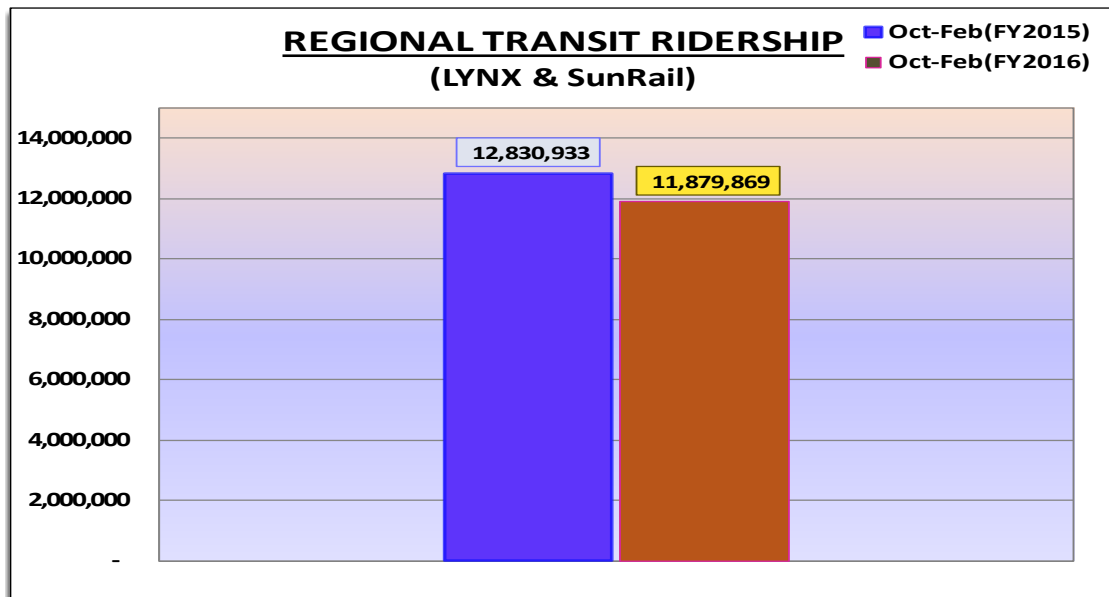
	Fy TOTAL	
Oct-Feb(FY2015)	75,501	Slight reduction in ridership in December 2015.
Oct-Feb(FY2016)	72,239	
Change (%)	-4.32%	



	Fy TOTAL	
Oct-Feb(FY2015)	223,565	Significant drop in ridership occurred as a result of change to Medicaid policy
Oct-Feb(FY2016)	220,565	
Change (%)	-1.34%	



	<i>Fy TOTAL</i>	Ridership increase is due to partnership with other organizations resulting in an increased number of vans and an expanded opportunities to commuters	
Oct-Feb(FY2015)	139,956		
Oct-Feb(FY2016)	155,338		
Change (%)	10.99%		
<i>Vehicles Operated in Maximum Service</i>	<i>Feb-15</i>	<i>Feb-16</i>	<i>Change</i>
Vehicles Operated	129	138	6.98%



	<i>Fy TOTAL</i>	Decrease in regional transit ridership is due to an improved economy and reduced gas price.			
Oct-Feb(FY2015)	12,830,933				
Oct-Feb(FY2016)	11,879,869	<i>Retail Gasoline Prices in Florida</i>	<i>Feb-15</i>	<i>Feb-16</i>	<i>Change</i>
Change (%)	-7.41%	Source: U.S. Energy Info Administration	\$2.19	\$1.73	-20.82%

SUNRAIL

FY 2015 SunRail Monthly Ridership by Station													
	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16
<i>Days of Operation</i>	20	20	22	22	20	22	23	21	21	22	20	19	21
SunRail Station													
DeBary	8,772	10,862	9,854	8,659	9,545	11,425	9,209	7,907	8,447	8,253	9,665	7,412	8,937
Sanford	4,772	6,146	5,599	4,809	5,686	6,458	5,634	5,088	5,700	5,091	5,718	4,635	5,397
Lake Mary	6,411	7,957	7,866	6,578	7,629	8,193	7,045	6,278	6,654	6,551	7,613	5,624	6,497
Longwood	4,572	5,685	5,475	5,017	5,331	5,668	5,007	4,508	5,045	4,839	5,533	4,165	4,964
Altamonte Springs	4,752	5,816	5,313	4,851	5,452	5,610	4,833	4,811	5,154	4,799	5,358	4,209	4,644
Maitland	3,590	4,370	4,310	3,729	3,948	4,075	3,689	3,435	3,693	3,302	3,494	3,267	3,552
Winter Park	7,570	11,331	9,241	7,398	8,839	11,022	8,433	6,184	7,083	7,216	10,303	5,542	7,338
Florida Hospital/Health Village	3,826	4,815	4,856	4,091	4,589	4,734	4,046	3,912	4,122	3,980	3,737	3,589	4,286
LYNX Central Station	7,712	9,221	9,154	8,554	8,515	9,218	8,412	7,968	8,664	7,996	8,578	7,337	7,978
Church Street Station	8,131	9,507	9,470	7,740	8,304	8,964	7,599	7,034	7,970	7,560	8,277	7,128	7,880
Orlando Health/Amtrak	2,592	2,827	2,708	2,593	2,749	2,787	2,561	2,468	2,651	2,474	2,782	2,271	2,767
Sand Lake	8,546	10,358	9,172	8,712	9,940	11,633	9,857	8,394	9,550	8,482	9,548	7,855	9,222
Monthly Station Total	71,246	88,895	83,018	72,731	80,527	89,787	76,325	67,987	74,733	70,543	80,606	63,034	73,462
Average Daily Station Total	3,562	4,445	3,774	3,306	4,026	4,081	3,318	3,237	3,559	3,207	4,030	3,318	3,498

SunRail Connections

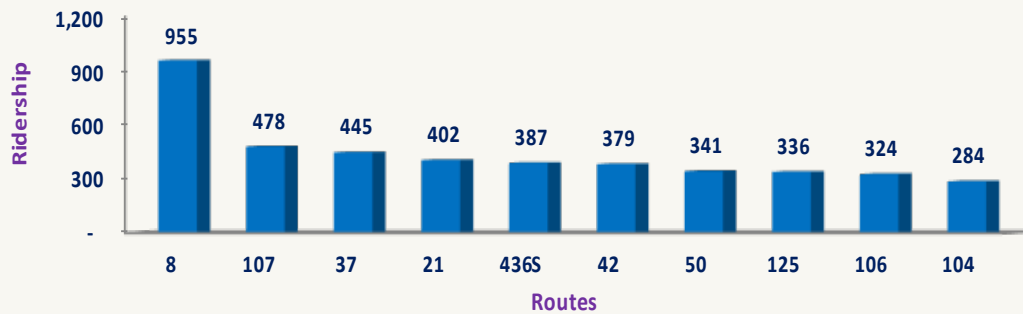
- Ridership Adjustments
 - In April 2014, LYNX readjusted services on 19 existing routes to provide feeder bus service to nine (9) SunRail Stations. These 19 routes represent 25% of LYNX's entire route structure.
 - LYNX Central Station connects SunRail with 34 routes in the LYNX system.

Average Daily Boardings & Alightings Station Area Activity													
	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16
<i>Days of Operation</i>	22	20	20	22	22	20	22	22	21	21	22	20	21
SunRail Station													
Sanford	335	420	499	508	474	487	489	453	493	491	516	374	396
Lake Mary	68	94	114	123	114	112	111	100	87	78	101	69	67
Longwood	75	69	111	128	84	74	76	74	84	68	60	68	69
Altamonte Springs	199	173	159	209	202	208	210	218	211	188	195	99	168
Maitland	28	26	30	35	26	26	25	32	30	27	20	17	16
Winter Park	156	182	170	152	251	257	256	273	276	273	256	200	214
Florida Hospital/Health Village	382	446	489	515	457	447	450	467	492	464	424	351	485
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	7	6	2	5	8	4	3	5	7	4	3	5	6
Sand Lake	358	351	281	362	336	326	324	328	314	281	246	291	340
Total - All Station	1,606	1,768	1,855	2,038	1,951	1,939	1,944	1,950	1,994	1,873	1,821	1,474	1,760

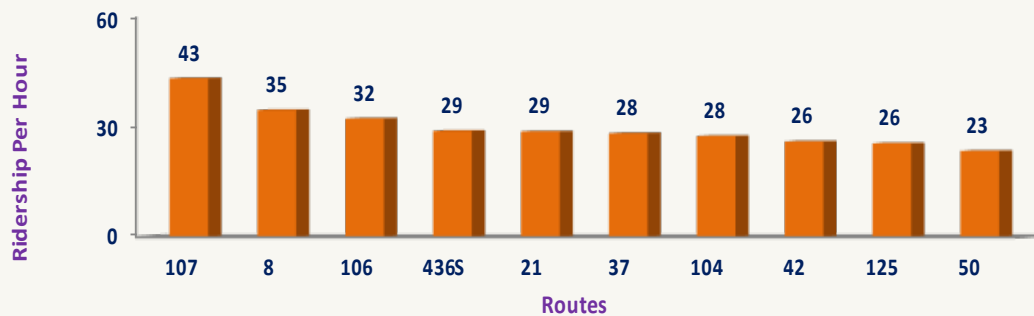
TRENDS: Who is traveling where?

FY 2016 LYNX TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 15 to FEB 16)									
Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	YTD	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	202,481	190,055	195,801	182,001	184,782	955,120	9.08%
2	107	SOUTH US 441/FLA MALL	99,698	94,041	101,503	92,036	90,543	477,821	4.54%
3	37	PARK PROMENADE/FLORIDA MALL	95,467	88,553	89,749	84,458	86,900	445,127	4.23%
4	21	CARVER SHORES	86,871	78,792	80,290	78,378	77,658	401,989	3.82%
5	436S	436S - SOUTH S R 436	82,909	76,601	78,912	73,507	74,743	386,672	3.68%
6	42	INTL DR/ORLANDO INTL AIRPORT	81,236	76,595	77,143	72,393	72,114	379,481	3.61%
7	50	DOWNTOWN ORLANDO/MAGIC KIN	77,798	69,476	71,695	63,065	58,983	341,017	3.24%
8	125	SILVER STAR RD CROSSTOWN	73,938	65,488	67,214	63,347	66,386	336,373	3.20%
9	106	NORTH US 441/APOPKA	69,191	64,701	65,511	62,135	62,673	324,211	3.08%
10	104	EAST COLONIAL DR/UCF	64,528	55,360	55,134	54,112	54,546	283,680	2.70%
CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)			10,517,449						41%

LYNX Top 10 Routes by Ridership (Oct 15 to Feb 16)
(Numbers are in Thousands)



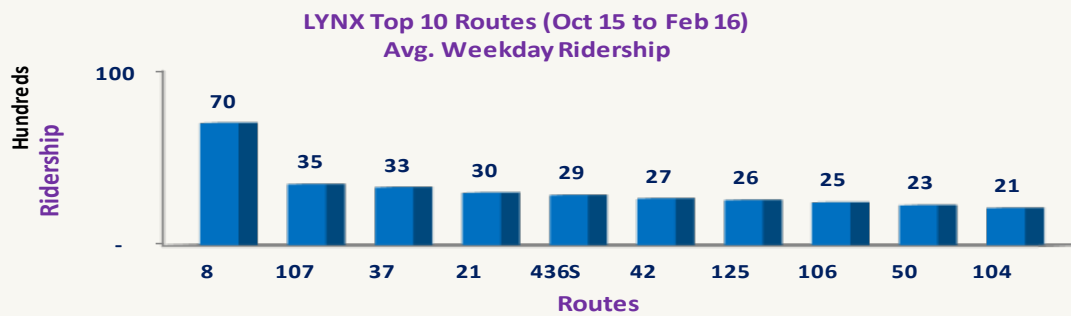
Ridership Per Hour



TOP 10 ROUTES REPRESENTS
41% OF LYNX ENTIRE FIXED-ROUTE RIDERSHIP

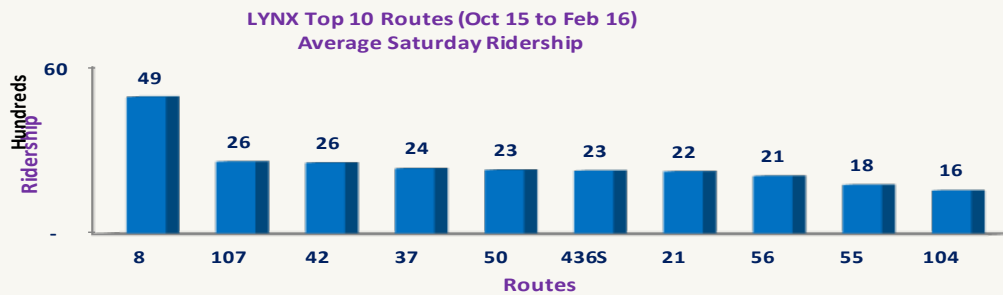
FY 2016 LYNX TOP 10 FIXED-ROUTES AVERAGE WEEKDAY RIDERSHIP (OCT 15 to FEB 16)

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16
1	8	W OAK RIDGE RD/INTL DR	7,299	7,060	6,912	6,656	7,162
2	107	SOUTH US 441/FLA MALL	3,531	3,545	3,615	3,395	3,468
3	37	PARK PROMENADE/FLORIDA MALL	3,524	3,380	3,198	3,147	3,424
4	21	CARVER SHORES	3,171	3,019	2,876	2,943	3,066
5	436S	436S - SOUTH S R 436	3,038	2,961	2,816	2,657	2,963
6	125	SILVER STAR RD CROSSTOWN	2,804	2,592	2,470	2,437	2,690
7	42	INTL DR/ORLANDO INTL AIRPORT	2,802	2,770	2,628	2,530	2,731
8	106	NORTH US 441/APOPKA	2,604	2,471	2,402	2,371	2,483
9	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,578	2,377	2,336	2,100	2,103
10	104	EAST COLONIAL DR/UCF	2,407	2,142	1,978	2,032	2,170



FY 2016 LYNX TOP 10 FIXED-ROUTES AVERAGE SATURDAY RIDERSHIP (OCT 15 to Feb 16)

Rank	Link No	Route Name	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16
1	8	W OAK RIDGE RD/INTL DR	4,947	5,250	5,127	4,641	4,638
2	107	SOUTH US 441/FLA MALL	2,820	2,503	2,603	2,447	2,595
3	42	INTL DR/ORLANDO INTL AIRPORT	2,690	2,669	2,605	2,466	2,350
4	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,594	2,441	2,415	2,065	1,960
5	21	CARVER SHORES	2,414	2,243	2,249	2,169	2,122
6	436S	436S - SOUTH S R 436	2,390	2,267	2,254	2,257	2,163
7	37	PARK PROMENADE/FLORIDA MALL	2,313	2,398	2,491	2,205	2,351
8	56	WEST US 192/MAGIC KINGDOM	2,147	2,032	2,185	2,040	1,985
9	55	WEST US 192/FOUR CORNERS	1,777	1,799	1,831	1,696	1,687
10	104	EAST COLONIAL DR/UCF	1,733	1,536	1,578	1,492	1,434



LYNX Monthly Ridership by Mode

Fiscal Year 2016													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949	51,418								301,757
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618	40,794								199,766
LYMMO (LIME LINE)	-	-	-	1,091	5,109								6,200
LYMMO (CIRCULATOR)	-	-	-	1,118	3,877								4,995
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285	2,018,971								10,517,449
NEIGHBORLINK	16,611	13,830	14,042	13,453	14,303								72,239
SUBTOTAL - FIXED ROUTE	2,421,674	2,187,903	2,245,843	2,112,514	2,134,472								11,102,406
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649	2,579								34,714
EXPRESS LINK 208	1,015	917	891	719	926								4,468
ACCESS LYNX	46,624	42,616	43,636	43,170	44,519								220,565
VANPOOL	31,645	29,917	29,803	31,227	32,746								155,338
SUBTOTAL - OTHER SERVICES	94,666	79,593	77,291	82,765	80,770								415,085
TOTAL ALL SERVICES	2,516,340	2,267,496	2,323,134	2,195,279	2,215,242								11,517,491
% Change From Fiscal Year 2015 To Fiscal Year 2016													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	-17.00%	-13.17%	-22.25%	-22.20%	-35.43%								-22.13%
LYMMO (GRAPEFRUIT LINE)	17.75%	7.44%	-14.21%	-5.24%	31.51%								6.46%
LYMMO (LIME LINE)	N/A	N/A	N/A	N/A	N/A								N/A
LYMMO (CIRCULATOR)	N/A	N/A	N/A	N/A	N/A								N/A
REGULAR FIXED-ROUTE	-10.77%	-5.07%	-7.33%	-12.64%	-3.10%								-7.96%
NEIGHBORLINK	-1.36%	1.45%	-8.34%	-13.61%	1.18%								-4.32%
SUBTOTAL - FIXED ROUTE	-10.47%	-5.09%	-7.94%	-12.72%	-3.35%								-8.08%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A								N/A
EXPRESS LINK 208	-11.04%	-8.94%	-12.90%	-21.16%	-1.17%								-11.00%
ACCESS LYNX	-5.70%	-1.11%	-2.50%	-1.76%	5.17%								-1.34%
VANPOOL	7.10%	14.28%	6.65%	13.00%	14.29%								10.99%
SUBTOTAL - OTHER SERVICES	17.52%	-0.19%	4.84%	-2.24%	11.51%								6.13%
TOTAL ALL SERVICES	-9.66%	-4.93%	-7.56%	-12.36%	-2.87%								-7.63%
Fiscal Year 2015													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	85,372	71,119	79,455	71,918	79,636	75,360	73,554	68,556	72,331	77,788	73,568	71,205	899,862
LYMMO (GRAPEFRUIT LINE)	41,606	35,770	39,556	39,699	31,019	41,345	42,204	42,747	38,740	50,291	46,688	48,442	498,107
LYMMO (LIME LINE)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LYMMO (CIRCULATOR)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
REGULAR FIXED-ROUTE	2,561,055	2,184,762	2,305,092	2,293,176	2,083,558	2,270,238	2,246,055	2,193,675	2,110,737	2,172,036	2,160,705	2,172,787	26,753,876
NEIGHBORLINK	16,840	13,633	15,320	15,572	14,136	15,287	15,682	14,118	13,812	14,742	16,101	16,199	181,442
SUBTOTAL - FIXED ROUTE	2,704,873	2,305,284	2,439,423	2,420,365	2,208,349	2,402,230	2,377,495	2,319,096	2,235,620	2,314,857	2,297,062	2,308,633	28,333,287
SPECIAL SHUTTLES	420	9,463	0	12,168	513	26,763	12,782	27,357	29,748	23,451	18,484	3,736	164,885
EXPRESS LINK 208	1,141.00	1,007.00	1,023.00	912.00	937.00	1,091.00	882.00	960.00	1,012.00	963.00	969.00	986.00	11,883.00
ACCESS LYNX	49,444	43,095	44,753	43,944	42,329	41,542	42,400	40,884	40,711	43,509	42,020	43,957	518,588
VANPOOL	29,548	26,178	27,944	27,635	28,651	31,353	32,493	29,870	29,264	30,732	27,469	27,955	349,092
SUBTOTAL - OTHER SERVICES	80,553	79,743	73,720	84,659	72,430	100,749	88,557	99,071	100,735	98,655	88,942	76,634	1,044,448
TOTAL ALL SERVICES	2,785,426	2,385,027	2,513,143	2,505,024	2,280,779	2,502,979	2,466,052	2,418,167	2,336,355	2,413,512	2,386,004	2,385,267	29,377,735

FEBRUARY 2016 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in February 2016 was 2,215,242. This represents a decrease of -2.87% over the previous year (February 2015).

February Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>February-15</i>	<i>February-16</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	3,302	2,107	-36.20%
	Saturday	1,395	942	-32.44%
	Sunday	2,004	852	-57.51%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,266	1,616	27.69%
	Saturday	652	1,124	72.52%
	Sunday	774	588	-23.95%
LYMMO (LIME LINE)	Weekday	-	217	N/A
	Saturday	-	64	N/A
	Sunday	-	76	N/A
LYMMO (CIRCULATOR)	Weekday	-	152	N/A
	Saturday	-	84	N/A
	Sunday	-	87	N/A
REGULAR FIXED-ROUTE (72 LINKS)	Weekday (72 Links)	84,969	79,371	-6.59%
	Saturday (70 Links)	58,415	54,632	-6.48%
	Sunday (49 Links)	37,630	33,414	-11.20%
EXPRESS LINK 208	Weekday	49	46	-6.12%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESSLYNX	Weekday	1,830	1,825	-0.23%
	Saturday	904	977	8.02%
	Sunday	531	570	7.40%
NEIGHBORLINK	Weekday	628	613	-2.46%
	Saturday	353	360	1.91%
VANPOOL	Weekday	1,286	1,378	7.16%
	Saturday	307	278	-9.30%
	Sunday	313	239	-23.68%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	93,329	87,324	-6.43%
	Saturday	62,024	58,460	-5.75%
	Sunday	41,251	35,826	-13.15%

Monthly Report D: Planning and Development Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
Stanimira Bourova
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report - May 2016

Date: 5/26/2016

STRATEGIC PLANNING:

PINE HILLS BUS TRANSFER CENTER

The proposed Pine Hills Bus Transfer Center project continues to advance through the development process. At the April 2016 Board Meeting, the LYNX Board of Directors authorized LYNX staff to enter into negotiations and execute a purchase agreement with the Community Properties (d.b.a. Central Florida Urban League) for the site on Belco Drive, contingent on securing additional funding need to support the project. LYNX staff has submitted a letter to FTA requesting that the proceeds from the South Street property be eligible to support this project.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

The final High Level Design document is under review and will be provided to the Stakeholders for approval. A meeting was held with the VTRACS project Stakeholders April 29th, 2016 to obtain final comments for the High Level Design document. The Consultant team is developing materials - based on the Concept of Operations, Needs Assessment, System Requirements and High Level Design documents – in preparation of the procurement process necessary for the development of the VTRACS system. Final comments on the Memorandum of Understanding (MOU) were provided by Heart of Florida United Way (HFUW) and the appropriate document changes will be made; allowing for HFUW and LYNX to sign the MOU.

GEOGRAPHIC INFORMATION SYSTEMS

The GIS Strategic Plan Update project is on schedule. The first draft of the document was submitted by the consultant to the LYNX project manager on May 6, 2016. The plan includes development of a five-year action plan and long-term conceptual targets in connection with the recommendations for the ITS Strategic Plan. The GIS and the ITS project teams are continuing to coordinate their efforts and to share findings and leverage resources.

For the benefit of LYNX and partner agency staff, LYNX GIS staff updated all data and map sharing pages on InLYNX and GoLYNX web sites with information for April 2016 bid. The street file, enhanced with lines for places as parking lots and shopping mall entrances, where busses enter to provide service was used to update LYNX route segments database for GIS analysis. GIS staff updated the information about the level of service by city, county and urban areas for the April service changes.

GIS Users Group meeting for all users of TBEST and ArcGIS Desktop was held on April 22, 2016. The TBEST model was calibrated with ridership information for the beginning of 2016 and the tools were used to prepare reports to support grant applications for service development grants.

GIS is moving on schedule for migrating base map data layer from File Geodatabase format to ArcGIS server database. As the work for data updates and migration to GIS server, layers with appropriate symbols are published for quick access from all ArcGIS desktop users.

GIS staff and Service Planning staff began work on the upcoming stops and routes changes for August Bid period

NEIGHBORLINK TECHNOLOGY

System field testing was conducted from April 25, 2016 through April 29, 2016. A representative from DoubleMap, Inc., the vendor, conducted the system testing and was overseen by LYNX and staff from VHB, Inc. VHB, Inc. is supporting LYNX in the oversight of the system acceptance to help ensure that the software functions as designed. DoubleMap, Inc. will use the month of May 2016 to resolve the issues identified during the testing. A second systems acceptance test is expected to be conducted in June 2016. Software development involves an iterative process of acceptance testing and issue resolution until all each predetermined test is able to successfully demonstrate functionality.

TRANSIT SIGNAL PRIORITY

The software update for the on-bus computer equipment is scheduled to be installed during mid-May 2016 with the system acceptance testing of the hardware during the last week of May 2016. This testing will confirm that the hardware is correctly connected and functioning to enable Transit Signal Priority. The system will then be ready for activation once the traffic signal network is ready to accept the priority requests. Corridors being implemented involve Links supporting SunRail:

- Link 1 – US 17-92 Lake Avenue to Winter Park SunRail Station
- Link 9 – Kennedy Boulevard at US 17-92 to Winter Park SunRail Station

LYNX Board Agenda

- Link 18 – Orange Avenue from Fairway Woods Boulevard to Sand Lake SunRail Station
- Link 21 - Universal Orlando Employment Center to LYNX Central Station
- Link 40 - Universal Orlando Employment Center to Michigan Street at Orange Avenue
- Link 42 - Oak Ridge Road from International Drive to Rio Grande Avenue
- Link 45 - Entire Route excluding Lake Emma Loop
- Link 46E – SR 46 at Airport Boulevard to Celery Avenue at Mellonville Avenue
- Link 102 - Orange Avenue at Livingston Street to US 17-92 at Lake Avenue
- Link 418 - Orange Avenue from Fairway Woods to Sand Lake SunRail Station
- Link 443 - US 17-92 at Lee Road to Winter Park SunRail Station, to Florida Hospital

CAPITAL PROJECTS

Bus Shelters

- At the April 2016 LYNX Board Meeting, LYNX awarded contracts to three engineering firms for on-call services. Part of the work to be assigned will be include bus shelters. As a bridge, LYNX issued a purchase order to AECOM to finish out the shelters that they currently had as a work in progress. This effort is anticipated to take three to four months. At the same time, LYNX staff is assessing the proposals of the three new firms to determine how to split up new bus shelter sites. As part of this effort, LYNX will be installing between 30-40 shelters over the next 4-5 months.
- Since the April board meeting, LYNX has issued to Barracuda a purchase order for the installation of an additional six bus shelters including an OUC-branded shelter at the VA hospital in Lake Nona and two shelters at Valencia College-East Campus.
- LYNX staff has been working with Osceola County for the placement of additional shelters within the county. The County's current contract with a private supplier may be ending and LYNX is assisting staff with potential options that may include managing the existing advertising shelters or installation of LYNX shelters. LYNX is conducting a similar effort with the City of Altamonte Springs.
- LYNX received approval for the OUC solar sculpture at LYNX Central Station at the January 2016 Board of Directors meeting. The next step is for FTA to approve this installation as an Incidental Use. This agreement is currently under review by LYNX Senior Staff prior to transmittal to the FTA. Pending FTA approval, OUC anticipates that the sculpture could be installed during summer 2016.

Transfer Centers

- LYNX is in the process of entering into a 20-year agreement with the Seminole Center Shopping Center. This agreement allows LYNX to keep its transfer center at this location. During the next few months, LYNX will work on improvements to the transfer center that primarily included the placement of new bus shelters. Improvements will be made using existing grant dollars programmed for the placement of bus shelters throughout the service area. A cost estimate is currently in the process of being developed

Parramore BRT (LYMMO Lime Line)

- Construction is approximately 75% complete. Environmental remediation is approximately 95% complete. Outstanding issues related to excess contaminate soils and unsuitable material left within the new Terry Avenue roadway alignment have required extended negotiation with the City of Orlando representatives and Balfour Beatty Construction. As a result of unsettled issues, Balfour Beatty Construction has stopped work on the project as of April 1st. It is anticipated that they will return to work by the time of this board meeting which includes several agenda items related to a settlement agreement between LYNX and Balfour Beatty Construction as well as a Letter of Understanding between LYNX and the City of Orlando. Based on the stop of work, the anticipated substantial completion date for construction is July 30th.

GRANTS:

- The Contractor for the Parramore BRT Project stopped work on the afternoon of April 1, 2016 and has not yet returned to work. The LYNX Counsel and Executive Management Team have been working diligently to resolve this issue. However, we continue to provide advice and guidance to the management team relative to compliance with FTA regulations, Scope of Work (SOW), grant budget, and allowable/allocable activities. This includes reviews of multiple proposed change orders, proposed settlements, GC analysis, etc.
- We completed reconciliation of final payment due to the design/build contractor (PCL) for the East/West BRT Project in preparation of grant closeout.
- We continue to work on Section 5310 awards to new sub-recipients that agree to provide transportation services beyond paratransit.
- LYNX's Local Coordinated Public Transit Human Services Transportation Plan (Community Connector Plan CTC) underwent its required update for 2016. The project was completed in late April and involved participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers and other members of the public. The updated information was included as a part of the Transportation Disadvantaged Service Plan 2016 minor update. Staff is preparing grant applications for FTA 5339b Buses and Bus Facilities to be adopted by the MPO's Local Coordinating Board on May 12, 2016.
- Meals on Wheels Etc., Osceola Council on Aging, Park Place Behavioral, and Quest Inc. on site visits were completed and their Sub-recipient Agreements have been signed and processed.

SERVICE PLANNING:

Service Planning implemented the April 24, 2016 service change and conducted a running time committee meeting with supervisors and operators to discuss the April changes and future improvements. Service planning will continue to meet with supervisor and operators about these recent service changes to identify further improvements for August 2016. Service Planning is

LYNX Board Agenda

currently preparing for August 2016 service changes. Activities have included reviewing customer service requests, evaluating route ridership and on-time performance, discussing service change proposals related to the Transit Development Plan (TDP) and the Comprehensive Operations Analysis (COA), and meeting with transportation supervisors and operators to gather input.

LYNX met United States Tennis Association about potentially providing a direct service connection between their new Lake Nona facility, the Lake Nona/Medical City area and Orlando International Airport (OIA). LYNX is preparing service options for their consideration and expects to discuss in late May to early June.

Service Planning has been working with the Grants Division to prepare Service Development Grant applications and information to support an FTA grant application to acquire more service vehicles including articulated buses for routes with high ridership.

Service Planning continues to work with SunRail and Osceola County staff to develop service alternatives for SunRail Phase 2 South. .

Monthly Report E: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)
Theresa Veley
(Technical Contact)
Cindy Zuzunaga
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report: March - April, 2016

Date: 5/26/2016

Nopetro Grand Opening

Nopetro CEO Jorge Herrera, along with LYNX chair Teresa Jacobs opened the nation's largest public/private compressed natural gas fueling facility on April 15. The six-acre facility hosts a private fueling station for LYNX and a second station open to the public.

Public Service Bus Unveiling

On April 20 LYNX hosted 15 deserving organizations for the 2016-2017 Public Service Bus Unveiling at the Dr. Phillips Center for the Performing Arts. The organizations will receive one year of free advertising on the LYNX bus that travels throughout our three-county system.

LYNX Press Releases | Media Notes: March – April, 2016

March 16	Date Change for March Board of Directors Meeting
April 4	LYNX Wins Third Straight State Maintenance and Operator Rodeo Championship
April 5	15th Annual Public Service Bus Contest Winners
April 14	LYNX Board Elects to Negotiate Contract for New CEO
April 14	LYNX Board Approves April Service Changes
April 14	Nation's Largest Public/Private Compressed Natural Gas Facility to Open
April 19	15th Annual Public Service Bus Contest Winners

LYNX News Articles: March – April, 2016

March 4	<p>Uber teams with Florida city on public transit test The Star Online Becoming public transportation?: Altamonte Springs, an Orlando suburb, on March 21 will become the nation's first city to pay a portion of the fare for ...</p>
March 5	<p>Uber, Altamonte Springs sign pilot deal for subsidized rides Florida Politics (blog) The Seminole County city and the ride-share company announced the one-year pilot project Friday in which riders can receive 20 percent discounts ...</p> <p>Need a ride? Altamonte Springs will help pay your Uber trip within its city Orlando Sentinel (Martin Comas, Orlando Sentinel) (Martin Comas / Orlando Sentinel) ... "If you're going to use public transportation, it has to be convenient, and it has ...</p> <p>Altamonte Springs moves on from failed 'Flex Bus,' adds Uber Fox 35 Orlando Congressman John Mica left no doubt he blames LYNX for the failure of Flex Bus to get up and running. "What didn't get off the ground was thinking at ...</p> <p>Uber teams with Florida city on public transit test Reuters A Florida city is testing whether it can save millions of dollars in ... its limits, according to Christine Mitchell, Uber's general manager in Central Florida</p>

LYNX News Articles: March – April, 2016

March 8	Intersection: Connecting The Transportation Dots In Central Florida WMFE And as rail struggles to fill trains, LYNX is having no trouble filling buses but that doesn't mean there aren't challenges. Lynn Scholl, who is an ...
March 14	Man accused of opening fire inside LYNX bus station WFTV Orlando Investigators said Pierre Louis-Jacques fired a gun in the air at the LYNX Bus stop near the Greyhound bus station on John Young Parkway Sunday. Man accused of opening fire inside LYNX bus station MyInforms Investigators said Pierre Louis-Jacques fired a gun in the air at the LYNX Bus stop near the Greyhound bus station on John Young Parkway...
March 16	Kidnapping, other charges dismissed against bus driver deemed incompetent WFTV Orlando A judge dismissed charges against an Access LYNX bus driver accused of kidnapping and kissing a disabled rider against her will. Gustavo Riano, 54 ...
March 22	Why Is Altamonte Springs Paying For Uber Rides? WMFE Altamonte Springs had money set aside, he said, to fund a similar “flex bus” program that would use LYNX buses to get people to trains on demand.
March 24	81-year-old man remains in hospital after LYNX bus stolen WFTV Orlando An 81-year-old man in a wheelchair remains in the hospital after he was attacked on an Access LYNX bus two months ago. Orlando woman says LYNX bus stop responsible for trash in her yard WFTV Orlando An Orlando woman said a LYNX super stop along Bethune Drive is littering her ... “I'm getting bus transfers, schedules, cigarettes, lotto tickets (and) ... 81-year-old man remains in hospital after LYNX bus stolen MyInforms An 81-year-old man in a wheelchair remains in the hospital after he was attacked on an Access LYNX bus two months... Orlando woman says LYNX bus stop responsible for trash in her yard MyInforms An Orlando woman said a LYNX super stop along Bethune Drive is littering her yard. LaKeisha Dixon called Channel 9 when she received a code ...

LYNX News Articles: March – April, 2016

March 25	<p>Honorees and guests cherish senior community at Jewish Pavilion Gala Heritage Florida Jewish News The moving affair was enhanced by the presence of the LYNX Public Service Bus parked outside the gala in the hotel's front circle drive, adorned with ...</p> <p>Orlando woman says LYNX bus stop responsible for trash in her yard Topix LaKeisha Dixon called Channel 9 when she received a code violation notice for the trash she said blows into her yard every day. She said there's so ...</p>
March 26	<p>Orlando police officer accused of stealing from taxpayers not facing charges WFTV Orlando State agents believe Lewis Allison stole bus parts from the LYNX Service Center on John Young Parkway, but the center has refused to prosecute.</p>
March 29	<p>HART investing big with new bus buys Tampa Bay Business Journal (blog) Direct Media currently manages transit ad contracts with Pinellas Suncoast Transit Authority (PSTA), Central Florida Regional Transportation Authority ...</p>
March 30	<p>Exclusive: LYNX narrows list of top CEO candidates Orlando Business Journal LYNX appears to be getting closer to naming a permanent CEO to replace its former top exec who left last summer. The agency that runs Central Florida's public bus system this week shortlisted five...</p>
March 31	<p>LYNX down to 5 applicants for CEO Orlando Sentinel Floridians are inventive and crafty. Click through this gallery to see items invented or manufactured in the sunshine state. Have an idea for something ...</p> <p>LYNX down to 5 applicants for CEO NVS24 Interim CEO Susan Black did not apply to replace him. LYNX board members could fill the position as soon as their next meeting April 14. A salary is to ...</p> <p>LYNX down to 5 applicants for CEO World News LYNX appears to be getting closer to naming a permanent CEO to replace its former top exec who left last summer. The agency that runs Central ...</p> <p>LYNX down to 5 applicants for CEO MyInforms Applicants for the job of running the LYNX regional bus service have been narrowed to five, with three touting experience at agencies elsewhere in ...</p>

LYNX News Articles: March – April, 2016

April 5	<p>LYNX Wins Third Straight State Maintenance and Operator Rodeo Championship MassTransitMag.com (press release) (registration) (blog) It was a third consecutive championship year for the Central Florida Regional Transportation Authority (LYNX) maintenance team at the State Rodeo...</p>
April 7	<p>Community Bulletin Winter Park/Maitland Observer All organizations will receive free exposure by having their logos placed on a LYNX bus traveling Orange, Osceola and Seminole counties for the next ...</p> <p>Next steps LYNX is taking to name its new CEO The Tampa News.Net The finalists have been chosen, and LYNX is moving forward with the process of choosing the next CEO of Central Florida regional bus system...</p> <p>Next steps LYNX is taking to name its new CEO The St Petersburg News.Net The finalists have been chosen, and LYNX is moving forward with the process of choosing the next CEO of Central Florida regional bus system...</p>
April 9	<p>LYNX to study free bus rides on S.R. 436 Orlando Sentinel After a firm is picked, the study would take about 18 months, said LYNX spokesman Matt Friedman. LYMMO – the free downtown bus service – is funded ...</p> <p>The Newest Public Transportation In Town: Uber NPR The city had \$1.5 million allocated to the FlexBus project that LYNX (the Central Florida Regional Transportation Authority) did not move forward with ...</p> <p>LYNX to study free bus rides on SR 436 NVS24 Nine LYNX routes serve on the state road, netting 342,000 trips a month. Johnathan Padilla, who said he lives paycheck to paycheck, commutes by bus ...</p>
April 10	<p>LYNX to study free bus rides on SR 436 NewsThrive Low-income commuters could get free bus trips along State Road 436 and Semoran Boulevard from Orlando International Airport to the I-4 junction in ...</p>
April 12	<p>Pinellas public bus chief 1 of 5 finalists for top job in Orlando TBO.com TAMPA — Pinellas Suncoast Transit Authority CEO Brad Miller is one of five finalists vying to become CEO of LYNX, the bus agency that serves the ...</p>

LYNX News Articles: March – April, 2016

April 13	<p>FL: PSTA CEO 1 of 5 Finalists for Top Job in Orlando MassTransitMag.com (press release) (registration) (blog) April 11--TAMPA -- Pinellas Suncoast Transit Authority CEO Brad Miller is one of five finalists vying to become CEO of LYNX, the bus agency that ...</p>
April 14	<p>Orlando's LYNX narrows CEO search to 5 MyInforms The permanent job has been vacant since last year, when former CEO John Lewis left to take over N.C.'s Charlotte Area Transit System. Three of five ...</p> <p>Buses get a second life at Citrus Connection The Ledger This month, six buses from Orlando's LYNX bus service will cruise the streets of Polk ... When those dollars dried up, the bus service faced a crisis.</p> <p>Nopetro Opens Nation's Largest Public/Private Compressed Natural Gas Fueling Facility Business Wire (press release) BUSINESS WIRE)--Nopetro, Florida's leading compressed natural gas ... a nationwide movement,” said Orange County Mayor Teresa Jacobs, Chair of the ... P3 in Florida's capital, with the City of Tallahassee, Leon County and Leon ...</p>
April 15	<p>LYNX picks Atlanta transit official as its new CEO Orlando Sentinel Orange County Mayor Teresa Jacobs, who said she worked with Johnson during his time at LYNX, said she wanted the next CEO to have the ...</p> <p>Nopetro Opens Nation's Largest Public/Private Compressed Natural Gas Fueling Facility Business Wire (press release) BUSINESS WIRE)--Nopetro, Florida's leading compressed natural gas ... (P3) with the Central Florida Regional Transportation Authority (LYNX).</p> <p>Breaking: LYNX selects new CEO Orlando Business Journal (blog) Orange County Mayor Teresa Jacobs shared that a big priority of hers in selecting the next CEO was that that person must help improve the perception ...</p> <p>LYNX Board begins wooing new CEO Bungalower Johnson will replace John M. Lewis Jr. who left LYNX to head the Charlotte Area Transit System in September 2015. We wrote about that HERE.</p> <p>FL: LYNX Picks Atlanta Transit Official as its New CEO MassTransitMag.com (press release) (registration) (blog) April 15--Edward Johnson, a former LYNX employee and chief administrative</p>

LYNX News Articles: March – April, 2016

officer at Atlanta's transit authority, was unanimously approved by the ...

[LYNX Selects Edward Johnson As New CEO](#)

Orlando Political Observer

On Thursday, the LYNX board selected Edward Johnson as it's next Chief Executive Officer for Central Florida's main bus system. Contract ...

[Breaking: LYNX selects new CEO](#)

Orlando Echo

LYNX has chosen its next CEO after a lengthy interview process. Edward Johnson was selected as the top candidate during an April 14 board meeting.

[FL: Buses Get a Second Life at Citrus Connection](#)

MassTransitMag.com (press release) (registration) (blog)

This month, six buses from Orlando's LYNX bus service will cruise the streets of Polk County bearing Citrus Connection stripes. "Gently used," Citrus ...

[LYNX picks Atlanta transit official as its new CEO](#)

Orlando Sentinel

The LYNX regional bus service relies on fares, advertising, federal and state money, as well as funds from Orlando, Orange, Seminole and Osceola ...

[LYNX picks Atlanta transit official as its new CEO](#)

PressReader

The LYNX regional bus service relies on fares, advertising, federal and state money, as well as funds that Orlando, Orange, Seminole and Osceola ...

[LYNX has new plan to pump up its coffers](#)

Orlando Business Journal (blog) - Subscription Required. Full article shown below
Nopetro CEO to help expand, create new revenue stream for LYNX...

Before the ribbon was cut to officially open the nation's largest natural gas facility in Orlando, Jorge Herrera already had plans to expand in the city.

"We are looking at a number of locations to expand in Orlando," Herrera, CEO of natural gas company Nopetro told the Orlando Business Journal. "Within the next 12 months, we are hoping to have another location along the I-4 corridor."

While this is good news for Herrera's Miami-based company, it is also good news for LYNX — Central Florida's regional bus system — as well.

The \$10 million, 6-acre fueling station at 2713 LYNX Lane offers a cheaper, cleaner alternative to diesel fuel for buses, commercial trucks and cars that can use the gas. Herrera said the deal between LYNX and his company will create a new revenue line for the Central Florida Regional Transportation Authority.

"Savings can vary between 75 cents to a \$1.50 a gallon," Herrera explained about

LYNX News Articles: March – April, 2016

the cost difference in diesel fuel versus compressed natural gas. "Each LYNX bus consumes on average 15,000 gallons of fuel per year, and there are 300 buses on fleet."

That plan could save a lot of money for LYNX, but Nopetro is also giving a percentage of earnings made from public cars and commercial trucks that use the station back to LYNX. "It's a win-win agreement," he said.

The added income may help LYNX purchase additional buses that use CNG fuel. Each new bus will cost more than \$500,000. So far, LYNX has 35 new CNG buses and plans to double that number within a year. The long term goal is to have 150 new buses within five years.

The station created 50 temporary jobs during the eight-month build and created seven permanent jobs.

[Largest Public/Private CNG Station Opens in Central Florida](#)

NGT News

Largest Public/Private CNG Station Opens in Central Florida ... partnership (P3) with the Central Florida Regional Transportation Authority (LYNX).

[Orlando, Fla.'s LYNX taps new CEO](#)

METRO Magazine

Edward L. Johnson has more than 20 years of experience in the transportation industry, including 13 prior years with LYNX. Currently, he is the chief ...

[LYNX chooses Johnson as new CEO](#)

INUSANEWS.com

Edward Johnson, a former LYNX employee and chief administrative officer at Atlanta's transit authority, was unanimously approved by the LYNX board.

April 16

[Nopetro CEO to help expand, create new revenue stream for LYNX](#)

MyInforms

"We are looking at a number of locations to expand in Orlando," Herrera, CEO of natural gas company Nopetro told the Orlando Business Journal.

[New LYNX CEO shares lessons learned, challenges and future plans](#)

World News

Edward Johnson, the new CEO of the region's public bus system, LYNX, already has an idea of a few challenges and plans ahead on his agenda.

[Nopetro CNG via LYNX P3 in Orlando](#)

Fleets and Fuels.com

ANGI Station Features Both Public and LYNX Bus Fueling. Florida's Nopetro said today that its new compressed natural gas fueling station in Orlando, ...

LYNX News Articles: March – April, 2016

	Central Florida Regional Transportation Authority Fleets and Fuels.com Florida's Nopetro said today that its new compressed natural gas fueling station in Orlando, built with the Central Florida Regional Transportation ...
April 19	Transit use falls as economy rebounds The News-Press Central Florida Regional Transit (Orlando): -5.5 percent. Palm Beach ... Pinellas Suncoast Transit Authority (St. Petersburg): +0.1 percent. SOURCE: ...
April 20	US largest CNG fueling facility opens in Central Florida NGV Journal US largest CNG fueling facility opens in Central Florida. April 18 ... partnership (P3) with the Central Florida Regional Transportation Authority (LYNX). Nopetro Opens Nation's Largest Public/Private Compressed Natural Gas Fueling Facility citybizlist Nopetro Opens Nation's Largest Public/Private Compressed Natural Gas ... As the Central Florida Regional Transportation Authority, LYNX provides ... Autobús de LYNX apoya a organizaciones comunitarias El Sentinel En las afueras del Centro de Artes Escénicas Dr. Phillips de Orlando, la alcaldesa del Condado de Orange...
April 28	LYNX board elects to negotiate contract with new CEO Myinforms After conducting a national search, the Central Florida Regional Transportation Authority (LYNX) Board of Directors (BOD) has unanimously voted to ...
April 29	LYNX Garbage Issue WFTV (video) LYNX trash bins....

Social Media: March – April, 2016

March 1	Public hearing/workshop in Kissimmee. Response to question about filing a customer complaint. Response to complaint about a bus operator missing a bus stop.
March 2	Public service bus registration. Public hearing/workshop in Altamonte Springs. Response to customer interest in job openings – referred to goLYNX.com. Thanked customer for positive feedback. Response in Spanish to question regarding LYNX service area. Response to customer complaint – referred to customer service team. Response to question about filing a complaint about a bus operator.

Social Media: March – April, 2016	
March 3	<p>Throwback Thursday video of the Lions inaugural game.</p> <p>Service alert: Purple Pride 5K.</p> <p>Response to complaint about connecting to SunRail from LYNX.</p> <p>Response to customer concern about purchasing a 7-day pass from the UK.</p> <p>Response to customer question about speaking with a customer service supervisor.</p> <p>Response to question about Link 15.</p>
March 4	<p>Response to customer complaint.</p> <p>Service alert: construction in parking area of the Seminole College.</p> <p>Service alert: Orlando's Best Damn Race.</p> <p>Good day riders! Thank you for riding LYNX today!</p>
March 5	<p>Service alert: Citrus Bowl detour</p> <p>Everybody has a favorite place to go on the weekend. This is one of ours. What's yours?</p>
March 6	<p>Game day transportation to the Citrus Bowl.</p>
March 7	<p>Service alert: Amelia Street closure due to construction.</p> <p>Response to complaint about game day connections at the Citrus Bowl.</p> <p>Response to question about LYNX service on Good Friday.</p> <p>Response to question about bus fares.</p>
March 8	<p>April 24 service change.</p>
March 9	<p>Greetings from the Dr. Phillips for the Performing Arts.</p>
March 10	<p>Service alert: Citrus Bowl detour.</p> <p>In an area wide emergency response exercise, LYNX buses were used to transport the injured to the hospital.</p>
March 11	<p>Lions game day transportation.</p> <p>Response to comment regarding the 2015-2016 public service bus.</p> <p>Response to complaint about Link 11 passed along to customer service for review.</p>
March 12	<p>Daylight saving time begins tomorrow. Don't forget to set your clocks forward.</p>
March 13	<p>Customer service will be closed on Easter Sunday.</p>
March 14	<p>Public Service Bus registration.</p> <p>Response to inquiry about LYNX policies.</p>
March 15	<p>Hello from Lennox and a bus operator at LYNX Operations Center.</p>
March 16	<p>Last day to submit comments for April service proposal.</p> <p>Response to customer feedback. Shared with service planning team.</p> <p>Shared customer comment with maintenance team regarding a broken window frame.</p>
March 17	<p>Happy St. Patrick's Day!</p> <p>Date change for March Board of Directors meeting.</p> <p>Orlando Solar Bears game day.</p>
March 18	<p>It's Transit Driver Appreciation Day!</p> <p>Response to customer complaint. Passed along to customer service for investigation.</p>
March 19	<p>Spring break in Orlando.</p>

Social Media: March – April, 2016	
	Orlando Solar Bears game day. Ride LYMMO.
March 20	It's the first day of Spring! Orlando Solar Bears game day. Ride LYMMO.
March 21	April 24 service change. Provided routes and schedules information to customer. Response to customer concern about Link 23 routing detour. Response to question about Link 38 delay.
March 22	Our maintenance team is always hard at work making sure our buses run smoothly. Response to customer feedback. Response to complaint about trash at Washington Shores Superstop.
March 23	Customer service will be closed on Easter Sunday. Orlando Solar Bears game day. Ride LYMMO.
March 24	Video: A day in the life of a bus operator. Response to customer complaint. Response to customer complaint – asked customer to contact customer service for investigation.
March 25	Public Service Bus registration.
March 26	Have a great Easter weekend!
March 27	Happy Easter!
March 28	Here's a dose of the City Beautiful. Have a wonderful Monday! Last week to register for the Public Service Bus. Response to question about qualifications for the public service bus. Response to customer interest in job openings – referred to goLYNX.com. Response to question about a mobility scooter accommodation on a LYNX bus.
March 29	We love public transportation photos! What's your favorite view from a LYNX bus? Spring Fiesta in the Park is coming.
March 30	LYNX bus simulator. Response to customer complaint. Asked customer to provide contact information. Response to question about LYNX job openings.
March 31	Public service bus registration ends today.
April 1	Who will be the lucky winners of the public service bus? Stay tuned. Updated cover photo. Spring Fiesta in the Park is coming. Good luck to our Roadeo team in Ft. Myers this weekend.
April 2	Spring Fiesta in the Park is here. It's the Orlando Eye! Have you gone for a spin lately? Links 8, 38 and 42 can take you there.
April 3	Spring Fiesta in the Park ends today. Service alert: Citrus Bowl detour. Skip the traffic and ride LYMMO. LYNX game day transportation.
April 4	ABBG Survey. LYNX Roadeo team wins 3 rd straight State Roadeo championship!

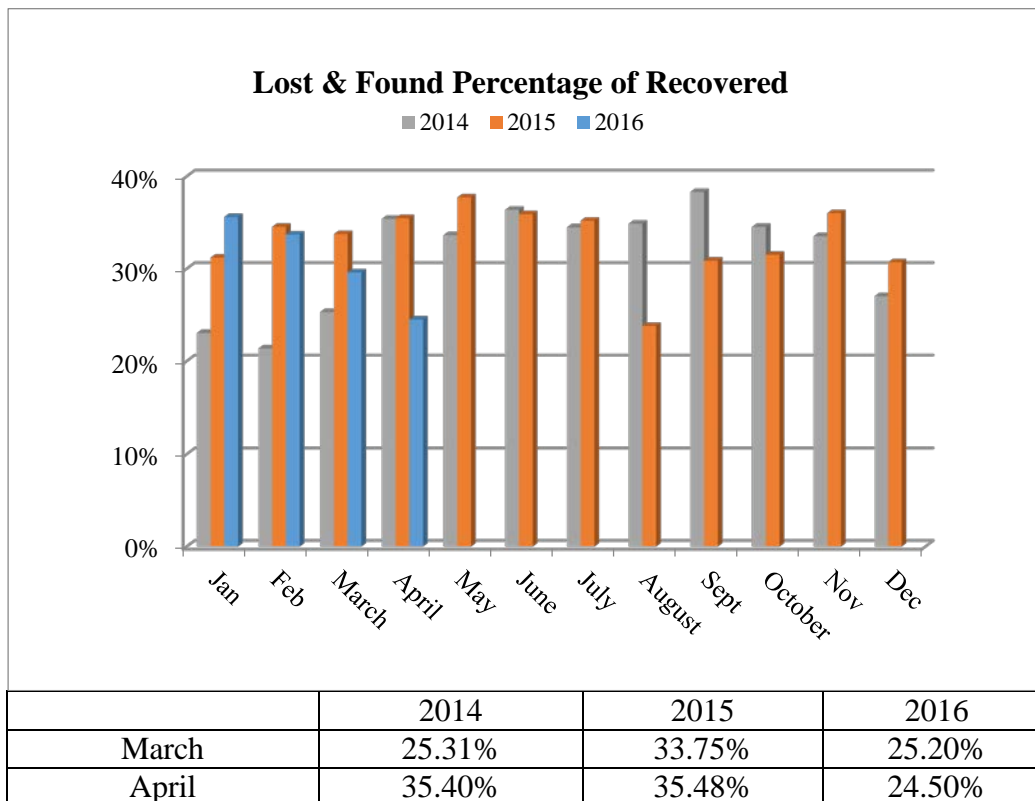
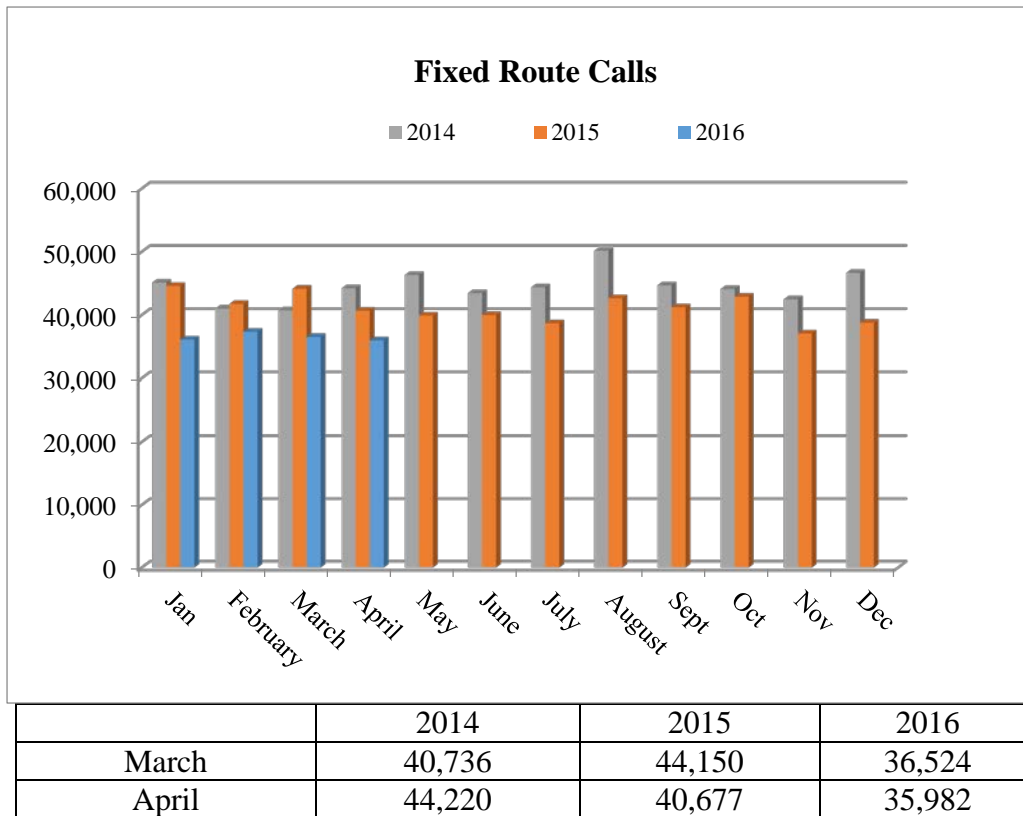
Social Media: March – April, 2016	
April 5	Congratulations to the public service bus winners! Service alert: Orlando Corporate 5k. Orlando Solar Bears game day. Ride LYMMO.
April 6	Service alert: Universal Grad Bash event. ABBG Survey. Response to question about Link 46W.
April 7	Corporate 5k event. Response in Spanish about route information.
April 8	Good morning and Happy Friday! Ready for the weekend? Service alert: North Quarter bus stop relocation due to sewer construction.
April 9	So many ways to get around Orlando. What's your mode of transportation today?
April 10	Service alert reminder: North Quarter bus stop relocation. Anyone going to Old Town this weekend? Links 55 and 56 can take you there.
April 11	Service alert: North Quarter bus stop will be temporarily relocated today. Good morning Orlando! Have a seat and ride with us today! Response to customer concerns about trash overflow. Response to customer complaint. Shared with Director of Risk Management. Thanked customer for feedback. Response to question about Wi-Fi on LYNX buses. Response to question about route information.
April 12	NeighborLink services.
April 13	Response to customer concern. Response to customer complaint about a cable on a bus. Service alert: Disney's Star Wars half marathon. Hello from Sandlake Road Station! Check out your SunRail connections. Response to customer complaint about a bus operator. Shared with transportation team. Response to route information in Winter Park.
April 14	Public service bus wrap sneak peek. LYNX Board approves service changes. Board voted to negotiate a contract with Edward Johnson to be LYNX CEO. Response to bathroom concern at LYNX Central Station. Passed along to Facilities. Response to question about a Disney route.
April 15	Nopetro's grand opening event. Live video stream of Nopetro's grand opening event. Nopetro photo library. Response in Spanish regarding route information.
April 16	Lost and Found open today for the issuing of LYNX ID's. Bus stop changes for April 24 service changes.
April 17	Game day transportation. Service alert: Detour around the Citrus Bowl area due to soccer game.
April 18	Public service bus unveiling is this Wednesday at Dr. Phillip Center. Response to customer concern about Lost and Found hours. Response to customer interest in job openings – referred to goLYNX.com.

Social Media: March – April, 2016	
April 19	Service changes. Response to questions about new map brochures and schedule book. Public service bus unveiling will be streamed live. ABBG survey.
April 20	Public service bus unveiling event. Live streaming at public service bus unveiling. Public service bus has been unveiled. Public service bus photo album. Saddened to learn Orlando Sentinel columnist Jerry Green passed away. Response to question about new schedules. Response to customer complaint about a bus operator.
April 21	Video recap of public service bus event. April service changes. Service alert: Ultimate I-4 construction Amelia Street closure.
April 22	Happy Earth Day! Changed cover photo.
April 23	Bay change at LYNX Central Station. Game day transportation to Orlando Pride game. April service changes.
April 24	April service changes effective today.
April 25	Response to question about a bus route. April service changes reminder. Bus stop relocation on Lake Destiny Road.
April 26	Response to customer complaint. ABBG survey. Response to question about ABBG survey bus pass giveaway.
April 27	Response to complaint and passed along to customer service. Response to question about a bay change for Link 51. Shared Downtown Orlando's post about SunRail/LYNX free transfer.
April 28	Links 436S and 436N are showing on our Trip Planner as 112 and 113. Service alert: Detour due to College Park Dancing on the Drive event.
April 29	GIF: Lennox is ready for the weekend! Are you? Response to complaint about service delay. Response to complaint about Link 37 signage. Shared with service planning.
April 30	ABBG Survey. It's a beautiful day in Central Florida! Anyone riding LYNX today?

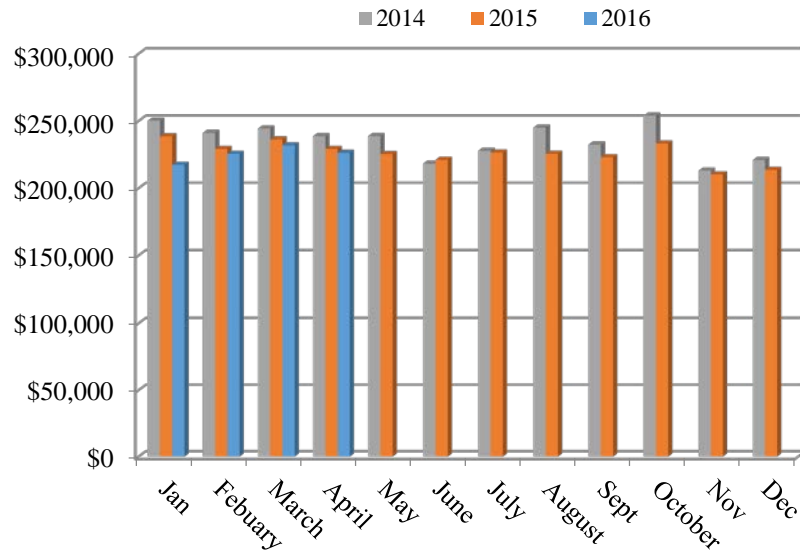
WEBSITE USAGE	MARCH 2016	APRIL 2016
Total Page Views	674,848	667,802
Total User Visits	205,262	206,163

SOCIAL MEDIA USAGE	MARCH 2016	APRIL 2016
Facebook Likes	3,527	3,644
Facebook – No. of People Reached	36,483	41,128
Twitter Followers	3,155	3,266

Customer Service

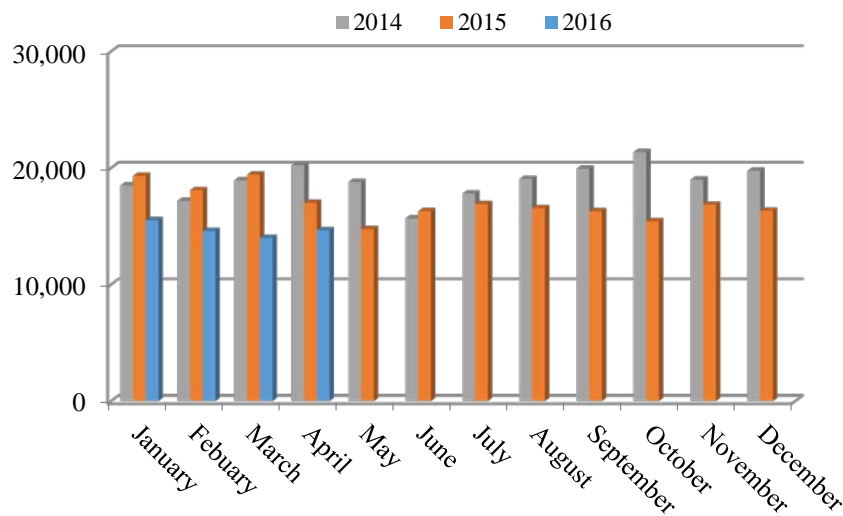


Fare Media Sales at LCS



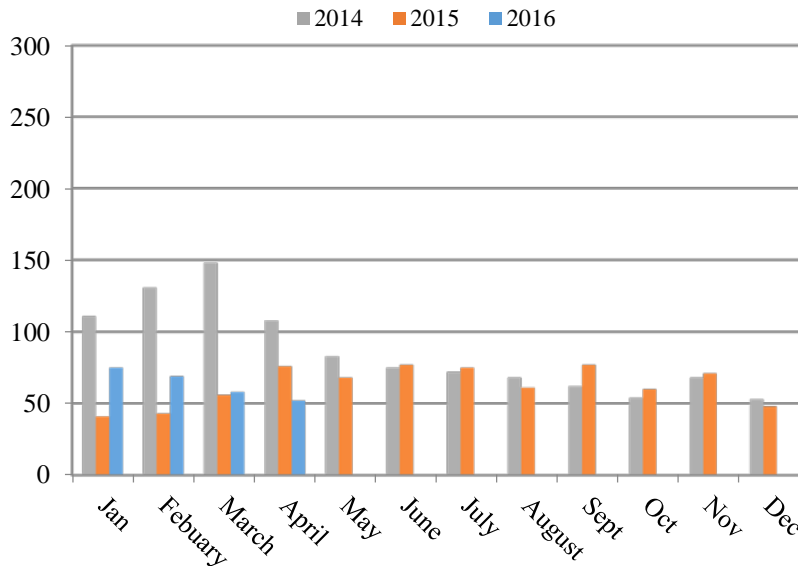
	2014	2015	2016
March	244,329	236,244	231,881
April	238,646	229,207	226,302

Customers Served at LCS



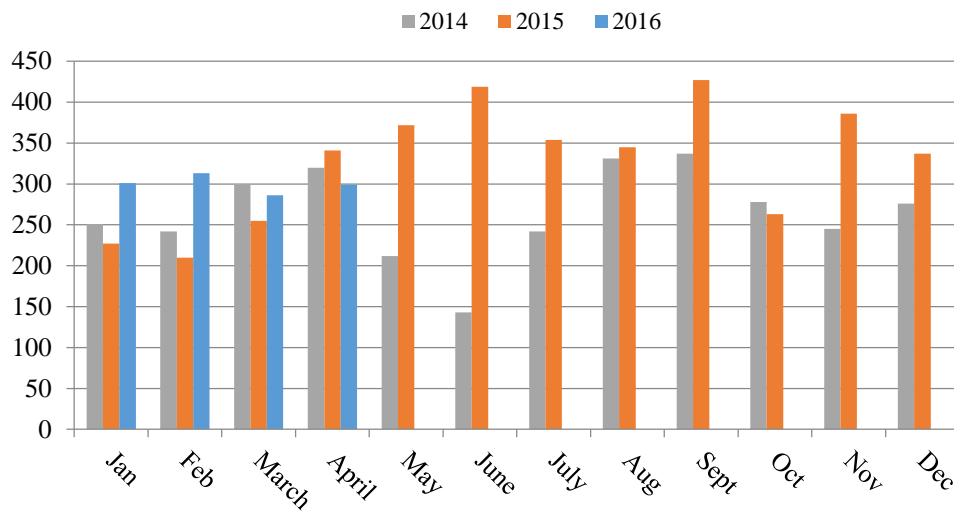
	2014	2015	2016
March	18,953	19,433	14,005
April	20,238	17,005	14,665

Paratransit Concerns

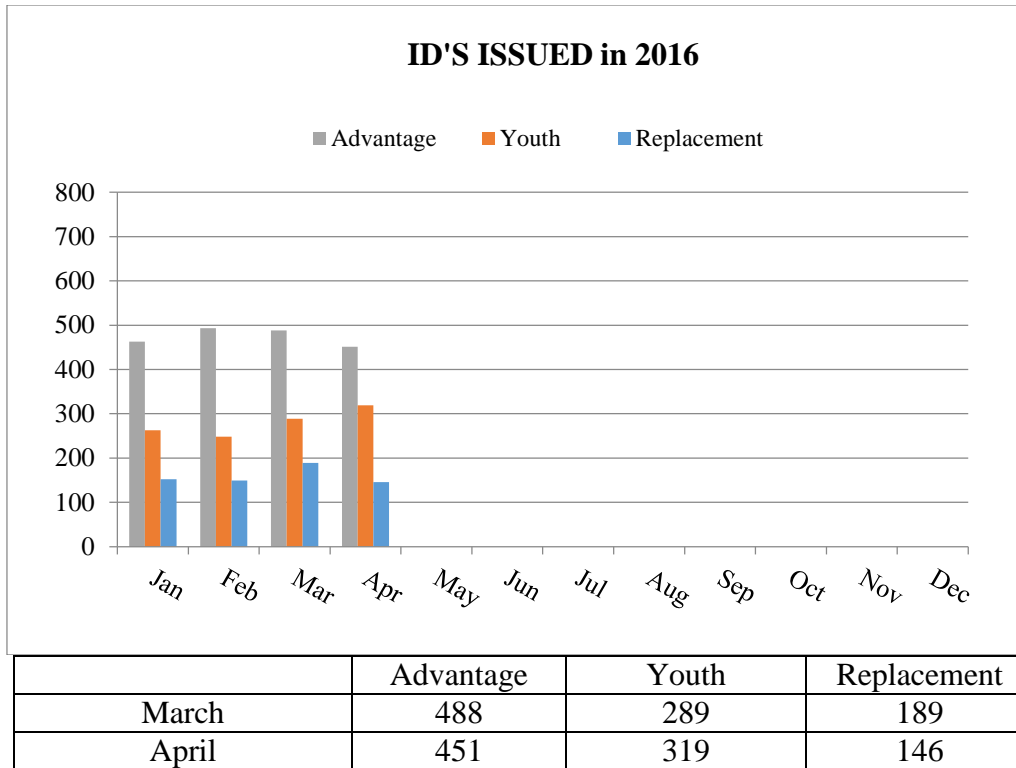


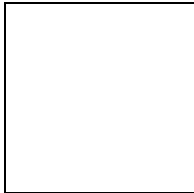
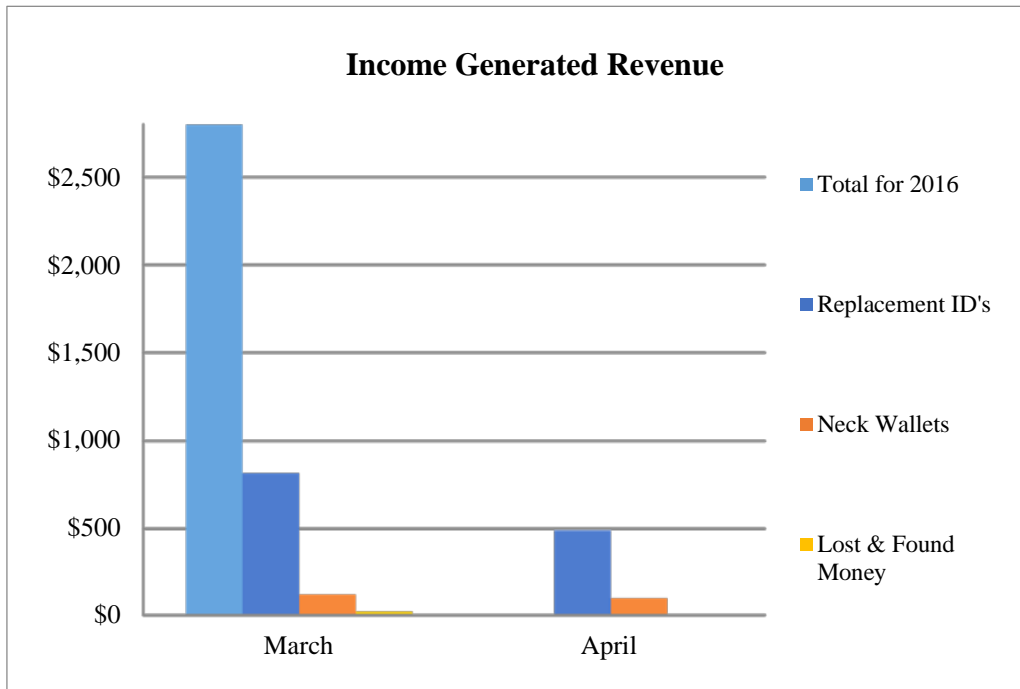
	2014	2015	2016
March	148	56	58
April	108	76	52

Fixed Route Concerns



	2014	2015	2016
March	299	255	286
April	320	341	299





	Replacement ID's	Neck Wallets	Lost & Found Money
March	\$818	\$120	\$21
April	\$490	\$98	\$7.25

Monthly Report F: Business Development Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6206

Item Name: Business Development Report: March - April, 2016

Date: 5/26/2016

Advertising Sales

ADVERTISING SALES	MARCH 2016	APRIL 2016
Advertising Sales Revenue	\$132,007	\$128,845
Net Revenue to LYNX Fiscal Year to Date	\$774,763	\$903,608

Vanpool Outreach Events and Meetings

- 4/5: Met with BrightStart Pediatrics (Sharon Bogan) about additional ADA vans for her program.
- 4/21 – 4/22: Earth day events at NASA Kennedy Space Center Visitors Complex.
- 4/28: Met and displayed van at Osceola Council for Aging.

Commuter Services

COMMUTER VANPOOL		
VANPOOLS	MARCH 2016	APRIL 2016*
Vanpool Participants	772	*796
Total Revenue Miles YTD	1,105,005	*1,281,699
New Vanpools	4	*4
Returned Vanpools	3	*2
Current Vans in Service	139	*141
Pending Vanpool Interest	Veterans Affairs (10)	Veterans Affairs (10)
	Coleman Prison (1)	Coleman Prison (1)
	SeaWorld (4)	SeaWorld (4)
	Lockheed Martin (3)	Lockheed Martin (3)
	TSA (2)	TSA (2)
	PEO STRI (2)	PEO Stri (2)
	Department of Defense (1)	Department of Defense (1)
Phone Inquiries	49	*51

*Estimated Numbers

Monthly Report G: Monthly Employee Travel

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
BRENDA HERNANDEZ
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - May 2016

Date: 5/26/2016

There was no out of tri-county area travel during the month of May 2016.

Monthly Report H: Monthly Employee Travel

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
BRENDA HERNANDEZ
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - April 2016

Date: 5/26/2016

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Benjamin Gonzalez Operations	Ft Myers, FL	To attend as a judge for the 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	157	157
Chris Balroop Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	144	144
Harry Mootoo Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	144	144
Hemo Harnanan Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	144	144
Juan Battle Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	427	427
Radu Solomon Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	144	144
Steve Kalicharan Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	144	144
Tangee Mobley Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	427	427
Tim May Operations	Ft Myers, FL	To attend 2016 Triple Crown Bus & Paratransit Roadeo	04/01/2016 - 04/03/2016	157	157

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Doug Jamison Planning	San Diego, CA	To attend APTA TransiTech Conference	04/10/2016 - 04/13/2016	1,960	1,960
Stephen Berry Operations	Washington, DC	To attend the TCRP Project F-25 meeting	04/17/2016 - 04/20/2016	0	0
Jeff Reine Planning	Charlotte, NC	To attend DBIA Transportation Conference	04/17/2016 - 04/20/2016	1,917	1,917
TOTAL ESTIMATED COSTS and AGENCY COSTS				5,765	5,765