

LYNX Oversight Committee Agenda

Meeting Date: 4/23/2020
Meeting Time: 10:30 AM

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

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

The Central Florida Regional Transportation Authority d/b/a LYNX meeting will be held virtually by means of communications media technology pursuant to the Office of the Governor Executive Order #20-69.

The opportunity to provide public comment is available until the Chairman closes the item. To appear in person to speak or to submit written comments to LYNX Board of Directors, complete the customer service form and select Public Comment on <http://www.golynx.com/contactus> or email to publiccomments@golynx.com. For additional information regarding other methods of submitting comments, contact the Board Agenda Coordinator at 407-254-6003.

When you are recognized, state your name and address. Please limit your comments to the 3 minute limit set by LYNX Board of Directors policy. Large groups are asked to name a spokesperson.

1. Call to Order

2. Approval of Committee Minutes



Oversight Committee Minutes 2.27.20

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3. 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.

4. Chief Executive Officer's Report

5. Finance & Audit Committee Report

6. Consent Agenda

A. Request for Proposal (RFP)

i.



Authorization to Release a Request for Proposal (RFP) for Public Awareness and Education in Accordance with FDOT Service Development Grant

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B. Invitation for Bid (IFB)

i.



Authorization to Release an Invitation for Bid (IFB) for the Printing of Fare Media

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C. Award Contracts

i.



Authorization to Award a Contract to Urban Transportation Associates, Inc. for an Amount Not-To-Exceed \$1,150,000 for the Procurement and Installation of Automated Passenger Counters on Fixed Route Buses and for the Provision of the Backend Reporting System for Three (3) Years with Two (2) One-Year Option

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D. Miscellaneous

i.



Authorization to Submit a Grant Application to the Florida Department of Transportation under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for Rural 5311 Services

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ii.	 Authorization to Submit a Grant Application to the Federal Transit Administration for Funding Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and to Sub-allocate to Lake County Transit Services and the Florida Department of Transportation	Pg 16
iii.	 Authorization to Submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged in the Amount of \$5,069,182 -Attachments 	Pg 19
iv.	 Authorization to Extend Sub-Recipient Awards to Selected Human Services Agency Projects and to Enter into Sub-Recipient Agreements with the Selected Applicants for Section 5310 Funding, a Federal Transit Administration (FTA) Program for the Enhanced Mobility of Seniors and Individuals with Disabilities	Pg 22
v.	 Ratification of LYNX's 2020 Title VI Program Update Submitted to the Federal Transit Administration (FTA)	Pg 24
vi.	 Authorization to Exercise the First Option Year on Contract #17-C16 with Tolar Manufacturing, Inc. for the Manufacture of Commercial Style Bus Shelters	Pg 26
vii.	 Authorization to Exercise the Second Option Year on Contracts #16-C06 with Jacobs Engineering Group Inc., #16-C07 with Kimley Horn and Associates, Inc. and #16-C08 with Parsons Brinckerhoff, Inc. for General Architectural and Engineering Consultant Services	Pg 28
viii.	 Authorization to Auction Surplus Capital Items and Obsolete Parts	Pg 30
ix.	 Authorization to Dispose of Items Accumulated Through the Lost and Found Process	Pg 36
x.	 Authorization to Write Off of Assets Pursuant to the June 30, 2019 Physical Inventory Count and Reconciliation	Pg 39
xi.	 Authorization to Enter into a Master Interlocal Agreement and Interlocal Project Agreement No. 1 with the Orlando Utilities Commission -Attachments  	Pg 42
xii.	 Authorization to Negotiate and Execute a Contract to Purchase Seven (7) Proterra 35' Battery Electric Buses, Charging Equipment, and Related Items from Proterra, Inc. at a Not-to-Exceed Amount of \$6,955,364	Pg 82
xiii.	 Authorization to Submit an Application to the Federal Transit Administration (FTA) for the FY2020 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program for Six (6) Electric Buses and Charging Infrastructure	Pg 84
xiv.	 Authorization to Exercise the Second Option Year of the Federal Lobbying Services Contracts #16-C09 for an Amount Not to Exceed \$100,000	Pg 86
xv.	 Authorization to Approve FY2019 Comprehensive Annual Financial Report (CAFR)	Pg 87
xvi.	 Authorization to Extend the Suspension of the Collection of Fares Through May 31, 2020	Pg 89

7. Other Business

8. Adjourned

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
Oversight Committee Meeting Minutes

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

DATE: **February 27, 2020**

TIME: **10:30 a.m.**

Members in Attendance:

Viviana Janer, Chair, Osceola County
Lee Constantine, Seminole County
Tanya Wilder, City of Orlando
Renzo Nastasi, Orange County
Brain Stanger, FDOT

Staff Members in Attendance:

James E. Harrison, Chief Executive Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
Bert Francis, Chief Financial Officer
William Slot, Chief Innovation and Sustainability Officer
Leonard Antmann, Director of Finance

1. Call to Order

The meeting was called to order at 10:30 a.m.

2. Approval of Minutes

A motion to approve the January 23, 2020 Oversight Committee meeting minutes was made by Renzo Nastasi and seconded by Tanya Wilder. Motion carried unanimously.

3. Public Comments

No one requested to address the committee.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer announced that this weekend, LYNX will hold the annual ROADEO. The winners will compete against other agencies at the Triple Crown event on April 4, 2020. LYNX will be hosting this event.

LYNX has a Public Service bus that allows small non-profit businesses to display their logo on one of our buses for a year. This is the Nineteenth year that LYNX has offered this program. The unveiling will be on April 23, 2020.

We are continuing our Business Control Assessment. We are looking at all of our processes, regulations and standard operating procedures. Starting next month, we will have recommendations for revisions to our processes for your review.

Last Tuesday, Mayor Demings held his first public work session for the Orange County Board of County Commissioners on his initiative for dedicated funding for transportation. Next month we will have detailed briefings as the process moves forward.

FPTA has coordinated a meeting for healthcare to discuss how our paratransit programs will be impacted by the Medicaid transportation providers. We are working with other agencies around the state to determine best practices.

5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Committee Chair reported that the Finance and Audit Committee met on Thursday, February 20, 2020. She gave an overview of the Finance & Audit Committee agenda.

She stated that there was an update on the external auditor solicitation. LYNX is tentatively establishing the first Committee meeting for March 30, 2020.

She stated that there were discussions on preventative maintenance and on the reserves.

6. Committee Consent Agenda Items

Chair Janer asked Mr. Harrison if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.C.vii.

Mr. Harrison stated that he recommends pulling agenda item 6.C.iii.

A. Request for Proposal (RFP)

- i. Authorization to Release Request for Proposal (RFP) for Dental Insurance

B. Invitation for Bid (IFB)

- i. Authorization to Release an Invitation for Bid (IFB) for the Purchase and Installation of Blast Resistant Trash Receptacles

C. Miscellaneous

- i. Authorization to Purchase Fifteen (15) Paratransit Replacement Vehicles
- ii. Authorization to Purchase Nine (9) 40' Compressed Natural Gas (CNG) Replacement Buses
- iii. Authorization to Purchase Seven (7) Proterra 35' Battery Electric Buses, Charging Equipment, and Related Items from Proterra, Inc. at a Not-to-exceed Amount of \$6,955,364
- iv. Authorization to Negotiate and Execute Contract #20-C37 for Purchase of Color Laser Multifunction Devices, "MFD" (Copier, Printer, Scanner, Fax), Software, and Services Contract

- v. Authorization to Submit an Application to the Florida Department of Transportation (FDOT) for the FY2020 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program for Rural Areas for five (5) CNG Replacement Buses for a Total Amount of \$2,280,000
- vi. Authorization to Submit Grant Applications to the Federal Transit Administration for FY2020 Apportionments and to Sub-allocate FY2020 Orlando Urbanized Area 5307 Funding to Lake County Transit Services and the Florida Department of Transportation
- vii. Authorization to Adopt Resolution No. 20-004 Observing April, 1, 2020 as National Census Day

Chair Janer asked for a motion on the Consent Agenda. Tanya Wilder moved to approve Committee Consent Agenda items 6.A.i. through 6.C.vii, excluding item 6.C.iii. Renzo Nastasi seconded. Motion passed unanimously.

7. Committee Discussion Items

A. Recap of the FY2019 Preliminary Operating Results

Chair Janer recognized Bert Francis, Chief Financial Officer, to make the presentation. Mr. Francis stated that we were on track with our budget until the actuarial adjustments of about \$2.6 million at the end of the year.

The fixed-route side continues to track on budget. Our advertising revenue program was about one million over budget and continues to do very well. The fuel hedge continues to do well.

The paratransit side was pretty close to budget. We estimated our federal revenue higher than what we received. Purchased Transportation services was right on budget. We will finalize the numbers and bring the CAFR to the next meeting.

B. Recap of the FY2020 1st Quarter Operating Results

Mr. Francis continued with this item. We are ahead of the budget at this time. For our fixed-route service, our advertising budget continues to be a strong program, revenues continue to be strong and expenses are under budget.

Fares are down slightly on the paratransit side, however the expenses are under budget so we are close to the budgeted numbers.

C. Presentation on FY2021 Budget Development Assumptions

Mr. Francis continued with this item. We will bring the budget development assumption amounts to the Finance and Audit Committee in March. We are preparing the FY2021 budget based on the Funding Model.

We do not anticipate any changes to the levels of service, we do not expect a fare increase, and we expect ridership to stay the same.

Our union labor agreement will expire in September, so we are working this summer to get a new agreement, and our health insurance program continues to do well with rebates.

D. Presentation Regarding Current Performance Status of Mobility Services' Contract Providers and Potential Financial Impact

Chair Janer recognized Norman Hickling, Director of Mobility Services, to make the presentation. Mr. Hickling stated that at our last meeting some of our providers had deficiencies, and OWL Transportation asked to reduce the number of rides provided by them. The financial impact of this reduction will be around two hundred thousand dollars, because these trips will now be provided by MV Transportation. OWL has since become compliant.

We have been working with the other TNC providers to make sure that they remove the deficiencies and become compliant.

The ACCESS Plus+ program continues to grow. This program allows ACCESSLYNX patrons to use the LYNX fixed-route service for free. This has brought down the number of paratransit trips, which decreases the cost for these services.

The Commission for Transportation Disadvantaged (CTD) is looking to institute a plan that states that all TD trips within three quarter miles of the service area would be called a "sponsored trip", and would not be funded. The FTA disagrees with this, and is trying to reverse this. This could be a reduction of seventy percent of funding in support of the TD program. The CTD is holding workshops to discuss this plan, and LYNX will have a presence at each of these workshops.

8. Committee Action Items

A. Authorization to Amend the FY2020 Operating Budget

Mr. Francis stated that we are adding money to the budget with additional money from Transportation Disadvantaged, an additional CTD grant, and an increase in advertising revenues. This will offset certain additional expense items such as General Liability settlements and a slight decrease in fare revenues.

Motion for 8.A. Authorization to Amend the FY2020 Operating Budget was made by Tanya Wilder, second by Renzo Nastasi. Motion passed unanimously.

B. Election of the 2020 Oversight Committee Officers

Chair Janer recognized Pat Christiansen, LYNX legal counsel, to provide guidance on the election of officers. Mr. Christiansen stated that we annually elect a Chairperson and a Vice-Chairperson.

Commissioner Constantine motioned to appoint Commissioner Janer as Chairperson, second by Tanya Wilder. Motion passed unanimously.

Tanya Wilder motioned to appoint Commissioner Constantine to serve as Vice-Chairperson, second by Commissioner Janer. Motion passed unanimously.

9. Other Business

No other business was discussed.

10. Adjourned

The meeting adjourned at 11:29 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the February 27, 2020 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. i

To: LYNX Oversight Committee

From: **Tomika Monterville**
Director Of Plan & Develop
Matthew Friedman
(Technical Contact)
Alena Dvornikova
(Technical Contact)
Jane Tkach
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: **Authorization to Release a Request for Proposal (RFP) for Public Awareness and Education in Accordance with FDOT Service Development Grant**

Date: 4/23/2020

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 public awareness and education services. The contract term will be for one (1) year in an amount not-to-exceed \$368,110.

BACKGROUND:

In October 2015, LYNX was awarded the agency's first Florida Department of Transportation (FDOT) Service Development Grant (SDG) for public transit education, in the amount of \$368,110; of which \$184,055 is a local match requirement. The purpose of the grant is to create an outreach program to educate the public on recent transportation technology initiatives implemented and underway in support of the LYNX system-wide transit services.

These professional services will be used to share with the public current LYNX projects and services, as well as future plans for regional transit service in Central Florida. The education campaign will be a year-long effort that includes audio, visual and other materials to educate the public of LYNX transit services and programs. The RFP will authorize these services for a period of one (1) year.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE participation goal of 2% is assessed for this solicitation. Proposers must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. LYNX's procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) and Small Business.

FISCAL IMPACT:

The Approved FY2020 budget included \$184,055 in professional services which represents half of the total project cost. FDOT provided 50% of the funding for this project, \$92,027. This additional income was not included in the FY2020 Operating Budget.

The Preliminary FY2021 budget will include \$184,055, the balance of the project in professional services expense. The remaining FDOT funding of \$92,027 will be included in state revenue in the FY2021 operating budget.

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Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

From: Leonard Antmann
Director Of Finance
Warren Hersh
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release an Invitation for Bid (IFB) for the Printing of Fare Media

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to release an Invitation for Bid (IFB) for the printing of fare media in an amount not-to-exceed of \$240,000. The initial term of the contract will be for three (3) years with two (2) one-year options.

BACKGROUND:

In the past, LYNX has purchased its fare media from Electronic Data Magnetics, Incorporated (EDM) out of Winston-Salem, North Carolina. EDM has provided LYNX with a pricing structure consistent with their contract with Sarasota County Area Transit (SCAT). The IFB process will allow LYNX to ensure that it is paying the most competitive price in the current market. Fare media includes: All fixed route magnetic tickets for monthly, weekly, daily and single rider transportation as well as blank trim passes used in the fareboxes and trim units located at the sales windows in the main terminal.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is no goal assessed for DBE participation on this procurement to be funded with operating dollars.

FISCAL IMPACT:

The Approved FY2020 Operating Budget includes \$80,000 for the purchase of fare media.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

From: **Elvis Dovalés**
Director Of Maintenance
Kenneth Jamison
(Technical Contact)
Bruce Detweiler
(Technical Contact)
Walter Gant
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: **Authorization to Award a Contract to Urban Transportation Associates, Inc. for an Amount Not-To-Exceed \$1,150,000 for the Procurement and Installation of Automated Passenger Counters on Fixed Route Buses and for the Provision of the Backend Reporting System for Three (3) Years with Two (2) One-Year Options**

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Urban Transportation Associates, Inc. for an amount not-to-exceed \$1,150,000 for the procurement and installation of Automated Passenger Counters on fixed route buses and for the provision of the Backend Reporting System for three (3) years with two (2) one-year options.

BACKGROUND:

LYNX uses Automated Passenger Counters (APCs) on equipped buses to count the number of people boarding and alighting fixed route buses at each stop. Sensors at each door on the bus are able to identify if a person passes through the doorway including their direction of travel. This count is used to calculate the number of system riders for required reporting to the National Transit Database. It is also used to determine the approximate passenger load on the bus, identify the passenger usage at stops, and to assist in planning service provision.

LYNX currently has a fleet of 301 fixed route buses, of which 55 are fully equipped with Urban Transportation Associates (UTA) APCs. Urban Transportation Associates, Inc. will provide all hardware including full installation of APCs on the remaining 246 fixed route buses. Software

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for collection and reporting of the data will be included in the procurement and will be capable of importing data from the UTA system for unified reporting.

The proposal from Urban Transportation Associates, Inc. includes:

\$1,057,975 – Installed Hardware on Buses

\$ 90,603 – Software support for three (3) years including reporting and error resolution

\$1,148,578 – Total Proposal Amount

PROCUREMENT PROCESS:

Request for Proposal 20-R02 for the Purchasing and Upgrading of Automatic Passenger Counters (APCs) was released on December 9, 2019. The RFP was posted on LYNX Procurement website, DemandStar, and sent directly to interested suppliers.

Proposals were due on February 5, 2019. Three (3) suppliers submitted proposals in response to the RFP requirements. Below are the suppliers who submitted a proposal:

- DILAX Systems, Inc.
- Infodev Electronic Designers International, Inc.
- Urban Transportation Associates, Inc.

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

- Elvis Dovalos, Maintenance
- Walter Gant, Planning
- Jeff Pearsall, Transportation

The proposals were evaluated by the SEC members on the following criteria:

- Equipment, software, warranty and life expectancy (45 points)
- Previous experience with APC and qualifications of Proposer and staff (20 points)
- Pricing proposal (25 points)
- Methodology and approach (10 points)

The committee discussed and ranked the proposals, then passed a motion to recommend that the LYNX Board of Directors authorize award of a contract to Urban Transportation Associates, Inc. in the amount of \$1,150,000.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal of 11% was assessed for this solicitation. The firm Urban Transportation Associates, Inc. has submitted the required documentation to meet the goal of 11% for DBE participation.

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FISCAL IMPACT:

The Approved FY2020 Capital Budget includes \$1,088,176 for the installation of Automated Passenger Counters (APC's), including the first year for software support. LYNX staff will include in the subsequent years operating budget the annual cost for software support of \$30,201 per year.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. i

To: LYNX Oversight Committee

From: Tiffany Homler Hawkins
Chief Administrative Officer
Tiffany Homler Hawkins
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Submit a Grant Application to the Florida Department of Transportation under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for Rural 5311 Services

Date: 4/23/2020

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 Florida Department of Transportation (FDOT) for funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed by President Donald J. Trump on March 27, 2020, in the amount of approximately \$1,500,000.

This authorization includes the execution of a Public Transportation Grant Agreement with FDOT. LYNX will receive rural funding as a sub-recipient of FDOT under the CARES Act.

BACKGROUND:

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

FTA is allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion allocated to large and small urban areas and \$2.2 billion allocated to rural areas. Funding will be provided at a 100 percent federal share, with no local match required, and will be available to support operating, capital and other expenses generally eligible under those programs, and incurred beginning on January 20, 2020, to prevent, prepare for, and respond to COVID-19.

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The Florida Department of Transportation (FDOT) will allocate rural 5311 funding in an upcoming announcement. LYNX will receive rural funding as a sub-recipient of FDOT under the CARES Act. Upon receipt of the final allocation, staff will provide an update to the Board.

The following summarizes the CARES Act Program Eligibility:

- CARES Act provides funds to prevent, prepare for, and respond to COVID-19. Although the priority for the funding is operational expenses, FTA will generally consider all expenses normally eligible under the Section 5307 and 5311 programs that are incurred on or after January 20, 2020 to be in response to economic or other conditions caused by COVID-19 and thus eligible under the CARES Act.
- In addition, CARES Act funds are available for operating expenses for all FTA Section 5307 and 5311 recipients, including those in large urban areas, and including administrative leave for transit workers.
- Funds available under the CARES Act are available for all operating activities (net fare revenues) that occur on or after January 20, 2020 are eligible.
- In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. The CARES Act funding can be used for administrative leave, such as leave for employees due to reductions in service or leave required for a quarantined worker.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

LYNX staff will include the CARES Act Federal 5311 Formula funds award in future operating and capital budgets as appropriate.

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Consent Agenda Item #6.D. ii

To: LYNX Oversight Committee

From: Tiffany Homler Hawkins
Chief Administrative Officer
Tiffany Homler Hawkins
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Submit a Grant Application to the Federal Transit Administration for Funding Under the Coronavirus Aid, Relief, and Economic Security (CARES) Act and to Sub-allocate to Lake County Transit Services and the Florida Department of Transportation

Date: 4/23/2020

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) in the amount of approximately \$75,537,697 for the funding provided through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed on March 27, 2020.

In addition, staff is requesting the Board of Directors' authorization for the sub-allocation of the CARES Act funding to the Lake County Transit Services and the Florida Department of Transportation (FDOT) in the amounts of approximately \$1,432,388 and \$29,711,000, respectively.

BACKGROUND:

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provide emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

FTA is allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion allocated to large and small urban areas and \$2.2 billion allocated to rural areas. Funding will be provided at a 100 percent federal share, with no local match required, and will be available to support operating, capital and other expenses generally eligible under those

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programs, and incurred beginning on January 20, 2020, to prevent, prepare for, and respond to COVID-19.

Funding under the cares act, is as follows:

CARES Act Funding Formula for Orlando	\$ 93,372,699
Less: Sub-Allocation to Lake County Approximately	(1,432,388)
Less: Sub-Allocation to FDOT Approximately	<u>(29,711,000)</u>
Net for Orlando (LYNX)	62,229,311
CARES Act Funding Formula for Kissimmee	<u>13,308,386</u>
Total	\$ 75,537,697

The sub-allocation to Lake County is in the amount of \$1,432,388. The sub-allocation for FDOT's SunRail is in the amount of \$ \$29,711,000. These amounts are determined based on the CARES Act FY2020 FTA apportionments and each agency's share from the FY2020 5307 urbanized areas formula apportionment.

This request for Board authorization includes the execution of any Supplemental Agreements as part of respective grant applications by Lake County and FDOT to FTA. This will allow Lake County Transit Services and FDOT to be direct CARES Act grant recipients, eligible to receive and dispense FTA's CARES Act sub-allocated funds.

The following summarizes the CARES Act Program Eligibility:

- CARES Act provides funds to prevent, prepare for, and respond to COVID-19. Although the priority for the funding is operational expenses, FTA will generally consider all expenses normally eligible under the Section 5307 and 5311 programs that are incurred on or after January 20, 2020 to be in response to economic or other conditions caused by COVID-19 and thus eligible under the CARES Act.
- In addition, CARES Act funds are available for operating expenses for all FTA Section 5307 and 5311 recipients, including those in large urban areas, and including administrative leave for transit workers.
- Funds available under the CARES Act are available for all operating activities (net fare revenues) that occur on or after January 20, 2020 are eligible.
- In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. The CARES Act funding can be used for administrative leave, such as leave for employees due to reductions in service or leave required for a quarantined worker.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

LYNX staff will include the CARES Act Federal 5307 Formula funds in future operating and capital budgets as appropriate.

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Consent Agenda Item #6.D. iii

To: LYNX Oversight Committee

From: Norman Hickling
Director Of Mobility Services
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged in the Amount of \$5,069,182

Date: 4/23/2020

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 Florida Commission for the Transportation Disadvantaged (FLCTD) for the Fiscal Year 2020/2021 and adoption of Resolution #20-007 for the Transportation Disadvantaged Trip and Equipment Grant Application. LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties. The overall funding allocation is \$5,632,425, which includes a 10% local match \$563,243 for the purchase of Transportation Disadvantaged (TD) trips.

BACKGROUND:

The Florida State Fiscal Year is July 1 thru June 30 and grantees are generally required to submit applications by April 30 for the upcoming funding cycle. The Trip and Equipment Grant allocations are formula based derived from census data, current population, and projected future client eligibility criteria. This funding is provided to the CTCs to support either operational and/or capital equipment expenditures, which LYNX utilizes to assist in the procurement of transportation services in support of the TD program throughout the tri-county service area.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

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FISCAL IMPACT:

The Approved Amended FY2020 Operating Budget includes \$5,069,090 for the Trip and Equipment Grant for the transportation disadvantaged. In addition, LYNX staff will include the award of this program in the appropriate LYNX fiscal year budget upon confirmation of award and securing the local match.

**TRIP AND EQUIPMENT
GRANT APPLICATION (FY 2020-2021)
AUTHORIZING RESOLUTION #20-007**

A RESOLUTION of the Central Florida Regional Transportation Authority d/b/a, hereinafter BOARD, hereby authorizes the filing and execution of a Mobility Enhancement Grant Application with the Florida Commission for the Transportation Disadvantaged.

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

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

1. The BOARD has the authority to enter into this grant agreement.
2. The BOARD authorizes James E. Harrison, Esq. P.E. to file and execute the application, amendments, warranties, certifications and any other documents which may be required in connection with the agreement with the Florida Commission for the Transportation Disadvantaged on behalf of the Central Florida Regional Transportation Authority.
3. The BOARD'S Registered Agent in Florida is Central Florida Regional Transportation Authority.
The Registered Agents address is: **455 N. Garland Ave. Orlando FL 32801.**

DULY PASSED AND ADOPTED THIS 23rd DAY OF April, 2020.

LYNX BOARD of Directors

Buddy Dyer
Chairman

ATTEST:

Signature_____

LYNX Oversight mmittee Agenda

Consent Agenda Item #6.D. iv

To: LYNX Oversight Committee

From: **Tiffany Homler Hawkins**
Chief Administrative Officer
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Extend Sub-Recipient Awards to Selected Human Services Agency Projects and to Enter into Sub-Recipient Agreements with the Selected Applicants for Section 5310 Funding, a Federal Transit Administration (FTA) Program for the Enhanced Mobility of Seniors and Individuals with Disabilities**

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend sub-recipient awards to selected Human Services Agency projects and to enter into sub-recipient agreements with the selected applicants for Section 5310 funding, a Federal Transit Administration (FTA) program for the Enhanced Mobility of Seniors and Individuals with Disabilities.

BACKGROUND:

LYNX is the designated recipient of Section 5310 program funds for the Urbanized Orlando and Kissimmee areas. LYNX received Board authorization on September 30, 2019 to solicit human services agency projects for the Urbanized Orlando and Kissimmee Section 5310 Program funds. LYNX conducted a 5310 Grant Workshop on October 16, 2019 and each interested applicant was required to coordinate projects with ACCESSLYNX as the Community Transportation Coordinator (CTC). Project proposals were due December 2, 2019 and a multi-disciplinary team comprised by the Florida Department of Transportation, MetroPlan Orlando and ACCESSLYNX met to evaluate them. A second call for proposals was released on January 16, 2020. Project proposals were due February 14, 2020 and evaluated by the same multi-disciplinary team.

APPLICATION EVALUATION:

During the first grant application solicitation, a total of five proposals were received for operating and vehicle lease projects. Three of the five proposals were disqualified due to expired

LYNX Oversight Committee Agenda

documents, and/or lack of authorized signatures. The other two applications moved forward for evaluation.

For the second grant application solicitation, LYNX received a total of three applications of which two moved forward for evaluation and one was disqualified due to lack of authorized signature.

The 5310 Evaluation Committee, consisting of Norman Hickling (ACCESSLYNX, CTC), Jo Santiago (Florida Department of Transportation), and Nick Lepp/Sarah Larsen (MetroPlan Orlando) reviewed submitted projects.

Proposals were prioritized and notices of intent to award were issued. A pre-award monitoring will be conducted to ensure compliance with federal regulations and LYNX requirements. These projects will support the travel needs of the elderly and individuals with disabilities in the LYNX service area, targeted to provide cost-effective transportation options beyond paratransit and supporting regional transportation coordination while reducing resource demands on ACCESSLYNX.

LYNX proposes to provide Section 5310 sub-recipient funding, subject to Federal Transit Administration (FTA) grant awards for the respective agencies below, based on the Evaluation Committee recommendation:

Sub-Recipient	Amount
The Opportunity Center	\$49,965
Meals on Wheels	\$49,140
Primrose Center	\$101,025
Good Samaritan Society	<u>\$3,150</u>
Total	\$203,280

Sub-recipients will provide the 50% local match under the Section 5310 grant program for operating projects. Capital award for Section 5310 operation will be transfers of retired paratransit and/or vanpool vehicles, if available and subsequent approval by LYNX's Board of Directors with FTA concurrence.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The Amended FY2020 Operating Budget includes \$300,000 Federal 5310 revenue funding for the sub-recipient transportation program.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. v

To: LYNX Oversight Committee

From: James E. Harrison ESQ., P.E.
CEO
Desna Hunte
(Technical Contact)

Phone: 407.841.2279 ext: 6117

Item Name: Ratification of LYNX's 2020 Title VI Program Update Submitted to the Federal Transit Administration (FTA)

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of LYNX's 2020-2023 Title VI Program Plan Update submitted by the Chief Executive Officer (CEO) or designee to the Federal Transit Administration (FTA) for concurrence.

BACKGROUND:

The Federal Transit Administration (FTA) approved the LYNX Title VI Program Plan for 2017-2019 with an expiration date of April 1, 2020. This update has been prepared Pursuant to Title VI of the civil Rights Act of 1964, and revised FTA Circular 4702.1B, "Title VI for Federal Transit Administration Recipients". Also, this update summarizes LYNX's transit service provisions since the last program update and in accordance with the revisions to the Circular. LYNX updates this program every three (3) years and submits to the FTA to be eligible for federal assistance.

LYNX engaged with WSP to complete and conduct any required analysis and prepare the Title VI program update compliant with the revision to the Title VI Circular 4702.1B.FTA Circular 47602.1B specifically requires LYNX's Board of Directors review of and adoption of the service standards and monitoring contained in the Title VI Program. This update has been prepared Pursuant to Title VI of the Civil Rights Act of 1964, and revised FTA Circular 4702.1B, "Title VI for Federal Transit Administration Recipients". Also, this update summarizes the LYNX transit service provisions since the last program update and in accordance with the revisions to the Circular.

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The draft 2020-2022 Title VI Program and its contents will be presented to the public utilizing media sources and posting throughout the LYNX service area for review and comment. The full record of public comments from meetings held will be included in the Title VI Program Plan.

When final concurrence is received from the FTA, a final copy of the LYNX 2020-2022 Title VI Program Plan Update, as well as the letter of compliance will be supplied to the Board of Directors.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. vi

To: LYNX Oversight Committee

From: Leonard Antmann
Director Of Finance
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the First Option Year on Contract #17-C16 with Tolar Manufacturing, Inc. for the Manufacture of Commercial Style Bus Shelters

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year on Contract #17-C16 with Tolar Manufacturing, Inc. for the manufacture of commercial style bus shelters.

BACKGROUND:

In May 2017, LYNX Board of Directors authorized the Chief Executive Officer or designee to execute Contract #17-C16 with Tolar Manufacturing, Inc. for the manufacturing of commercial style bus shelters. The initial Contract term was for three (3) years, with two (2), one (1) year options, subject to annual funding availability. This contract will expire on May 31, 2020.

LYNX project management staff will issue individual purchase orders for batches of shelters as needed throughout the fiscal year to meet the needs of the larger bus shelter program.

The total contract has an assigned value per the original award of \$1,350,000 per year. The associated dollars will be assigned on a task order basis to the vendor based on operating and capital budget approved items.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE commitment of intent to perform or certified DBE of record was provided at the time of proposal submission.

LYNX Oversight Cmmittee Agenda

FISCAL IMPACT:

The Approved FY2020 Capital Budget includes \$1,732,508 for shelter construction and rehabilitation.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. vii

To: LYNX Oversight Committee

From: Leonard Antmann
Director Of Finance
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the Second Option Year on Contracts #16-C06 with Jacobs Engineering Group Inc., #16-C07 with Kimley Horn and Associates, Inc. and #16-C08 with Parsons Brinckerhoff, Inc. for General Architectural and Engineering Consultant Services

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year on Contracts #16-C06 with Jacobs Engineering, Inc., #16-C07 with Kimley Horn and Associates, Inc., and #16-C08 with WSP-Parsons Brinckerhoff, for General Architectural and Engineering Consulting Services.

BACKGROUND:

In April 2016, LYNX Board of Directors authorized the Interim Chief Executive Officer or designee to execute Contract #16-C06 to Jacobs Engineering Group Inc., Contract #16-C07 to Kimley-Horn and Associates, Inc., and Contract #16-C08 to Parsons Brinckerhoff, Inc. (now known as WSP, Inc.) each for Architectural and Engineering Consultant Services. The initial contract term was for three (3) years, with two (2), one (1)-year options, subject to annual funding availability. These contracts will expire on May 1, 2020. Task orders will be negotiated and issued for work to be performed through a Mini – Competition between the three firms. This Mini-Competition provides staff with flexibility to engage qualified consultants to complete architectural and engineering tasks.

While these contracts are primarily used to support Planning & Development Department projects, they will also support the Departments of Risk Management, Transportation, Facilities and Operations.

These contract extensions will allow staff to move forward and continue with a number of projects in a timely manner. Projects include, but are not limited to: Pine Hills Transfer Center,

LYNX Oversight Committee Agenda

LYNX Operations Center (LOC) Expansion, LOC Concrete projects, LOC Lighting upgrades, Five-year Capital Improvement Program, Super Stop improvements, and a Bus Stop Improvement Program.

The requested not-to-exceed amount of \$ 3,000,000 for various projects/tasks will be assigned on a task order basis to the designated firm based on operating and capital budget approved items.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE commitment of intent to perform or certified DBE of record was provided at the time of proposal submission.

FISCAL IMPACT:

The Approved FY2020 Capital Budget includes \$1,284,000 for Architectural and Engineering Consultant Services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. viii

To: LYNX Oversight Committee

From: **Leonard Antmann**
Director Of Finance
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Auction Surplus Capital Items and Obsolete Parts

Date: 4/23/2020

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for May 2020. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Computer Equipment:

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

Furniture, Fixtures and Equipment:

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

Other Vehicles

Support vehicles with a total net book value of \$0.

Revenue Vehicles

Revenue vehicles with a total net book value of \$0.

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Categorical Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$132,655	0
Furniture, Fixtures and Equipment	\$164,205	0
Other Vehicles	\$282,493	0
Revenue Vehicles	\$1,394,837	0
GRAND TOTAL	\$1,974,190	\$0

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
16414	11204	8/6/2013	CE	UNITREND BACKUP HARDWARE IT	5	\$57,303	0	0
15345	10627	10/1/2012	CE	Network Equipment	5	\$8,173	0	0
14597	10415	7/12/2012	CE	Dell E6520 Laptop	5	\$2,327	0	0
14598	10416	7/12/2012	CE	Dell E6520 Laptop	5	\$2,327	0	0
14599	10417	7/12/2012	CE	Dell E6520 Laptop	5	\$2,327	0	0
17302	11985	3/31/2014	CE	DELL OPTIPLEX 9020	5	\$1,598	0	0
17330	12064	3/31/2014	CE	DELL OPTIPLEX 9020	5	\$1,529	0	0
17091	11258	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17094	11261	2/28/2014	CE	DELL9020 DESKTOP COMPUTER	5	\$1,354	0	0
17097	11864	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17099	11866	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17103	11870	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17106	11873	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17107	11881	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17110	11884	2/28/2014	CE	DELL 9020 DWSKTOP COMPUTER	5	\$1,354	0	0
17111	11885	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17114	11888	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17115	11889	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17117	11891	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17096	11863	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17098	11865	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17104	11871	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17105	11872	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17113	11887	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
17118	11892	2/28/2014	CE	DELL 9020 DESKTOP COMPUTER	5	\$1,354	0	0
13846	9877	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,298	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
13847	9879	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,298	0	0
13848	9880	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,298	0	0
13852	9884	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,298	0	0
13855	9887	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,298	0	0
13856	9888	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,298	0	0
13859	9920	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
13860	9921	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
13864	9924	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
13866	9926	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
13873	9933	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
13874	9934	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
13862	9922	8/31/2011	CE	Dell 990 Optiplex Computer	5	\$1,235	0	0
15462	10705	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15463	10706	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15474	10716	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15477	10719	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15478	10720	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15482	10724	3/20/2013	CE	Dell Computer 9010 Desktop	5	\$1,214	0	0
15244	10482	10/4/2012	CE	Dell Computer 990	5	\$1,140	0	0
15248	10484	10/4/2012	CE	Dell Computer 990	5	\$1,140	0	0
16279	9003	7/1/2013	CE	IPAD 64 WITH CELLULAR SERVICE	5	\$947	0	0
15298	10576	12/31/2012	CE	Ipad Retina 64 GB	5	\$928	0	0
14618	10515	8/27/2012	CE	Apple ipad 64gb	5	\$829	0	0
14398	10013	2/21/2012	CE	Apple Ipad 2	5	\$829	0	0
14401	10016	2/21/2012	CE	Apple I pad 2	5	\$829	0	0
14402	10017	2/21/2012	CE	Apple Ipad 2	5	\$829	0	0
14399	10014	2/12/2012	CE	Apple Ipad 2	5	\$829	0	0
14605	10436	8/16/2012	CE	Dell Computer 3010	5	\$682	0	0
				SUBTOTAL COMPUTER EQUIPMENT		\$132,655		
9427	4630	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9435	4636	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9436	4639	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9443	4646	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9444	4647	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9445	4648	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9446	4649	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
9450	4653	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
9460	4663	7/1/2005	FE	radio-mobile Motorola, xts5000	5	\$4,128	0	0
12360	8417	3/31/2008	FE	Motorola two way radio	5	\$3,467	0	0
12361	8419	3/31/2008	FE	Motorola Two way radio	5	\$3,467	0	0
12362	8418	3/31/2008	FE	Motorola Two way Radio	5	\$3,467	0	0
16727	11638	9/12/2013	FE	INTERNAL DESTINATION SIGN WITH WLAN	5	\$2,763	0	0
16535	11445	9/12/2013	FE	INTERNAL DESTINATION SIGN WITH WLAN	5	\$2,763	0	0
16563	11473	9/12/2013	FE	INTERNAL DESTINATION SIGN WITH WLAN	5	\$2,763	0	0
16621	11531	9/12/2013	FE	INTERNAL DESTINATION SIGN WITH WLAN	5	\$2,763	0	0
16654	11564	9/12/2013	FE	INTERNAL DESTINATION SIGN WITH WLAN	5	\$2,763	0	0
16667	11577	9/12/2013	FE	INTERNAL DESTINATION SIGN WITH WLAN	5	\$2,763	0	0
9465	4668	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9466	4669	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9469	4672	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9473	4676	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9474	4677	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9476	4679	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9477	4680	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9478	4681	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9479	4682	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9480	4683	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9481	4684	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9483	4686	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9486	4689	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9489	4692	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9491	4694	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9493	4696	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9494	4697	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9495	4698	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9497	4700	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
9498	4701	7/1/2005	FE	radio-mobile Motorola, xts2500	5	\$2,353	0	0
18451	12825	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18453	12827	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18457	12831	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18460	12834	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18463	12837	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18464	12838	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18465	12839	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
18467	12841	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18469	12843	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18470	12844	2/19/2015	FE	DELL OPTIPLEX	5	\$1,768	0	0
18187	12664	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18190	12667	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18191	12668	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18193	12670	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18195	12672	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18196	12673	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18198	12675	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18200	12677	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18202	12679	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18207	12684	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18209	12686	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18210	12687	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
18212	12689	10/31/2014	FE	OptiPlex Mini Tower	5	\$1,568	0	0
10990	7518	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10991	7519	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10992	7520	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10993	7521	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10994	7522	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10995	7523	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10996	7524	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
10997	7525	7/31/2006	FE	Radio, XTL-1500 Portable	5	\$1,446	0	0
16964	12693	11/30/2013	FE	APPLE IPAD AIR	5	\$1,026	0	0
16778	11251	9/25/2013	FE	APPLE IPAD 64GB	5	\$928	0	0
13271	9309	11/29/2009	FE	Nikon D5000 Digital Camera	5	\$814	0	0
4644	1974	9/29/1998	FE	WELLER/UNGER SOLDER/DESOLDER STATION	5	\$614	0	0
				SUBTOTAL FURNITURE, FIXTURES AND EQUIPMENT		\$164,205		
12796	30128	9/30/2008	OV	Ford E-350XLT Van	4	\$30,940	0	0
12669	30131	9/30/2008	OV	Ford E-350XLT Van	4	\$30,940	0	0
12552	28472	1/31/2008	OV	Ford Econoline Van	4	\$29,300	0	0
12664	30116	9/30/2008	OV	Ford E-350XLT Van	4	\$28,563	0	0
16903	38871	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	0	0
16759	38426	9/26/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	0	0
11553	27765	8/31/2007	OV	Ford XLT 10 Pass Van	4	\$ 27,000	0	0

LYNX Oversight Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
16896	197-114	12/31/2013	OV	2014 CHEVY IMPALA POLICE PACKAGE	4	\$26,917	0	0
13662	33111	1/10/2011	OV	2011 Dodge Caravan	5	\$ 20,672	0	0
9153	24437	6/16/2005	OV	Van - 2005 Dodge Caravan	4	\$18,549	0	0
8533	43964	12/23/2004	OV	Truck-Ford Ranger 2005	5	\$ 14,874	0	0
				SUBTOTAL OTHER VEHICLES		\$282,493		
13105	3-409	7/24/2009	RV	40' LF BRT G27D102N4 Gillig Bus	9	\$328,905	0	0
13129	11-309	7/31/2009	RV	35' LF BRT- G27B102N4 Gillig Bus	9	\$323,646	0	0
12718	645	9/30/2008	RV	40'x102-SSTL-LF- G27D102N4 Gillig Bus	9	\$314,484	0	0
11447	713	6/30/2007	RV	29' LF BRT- G29E102R2 Gillig Bus	9	\$274,502	0	0
12719	645a	9/30/2008	RV	CUMMINS ISL 8.3L 280HP ENGINE	5	\$22,976	0	0
13130	11-309A	7/31/2009	RV	CUMMINS ISL 8.9L 280HP ENGINE	5	\$20,024	0	0
13106	3-409A	7/24/2009	RV	CUMMINS ISL 8.9L 280HP ENGINE	5	\$20,024	0	0
11500	713A	6/30/2007	RV	CUMMINS ISL 8.3L 280HP ENGINE	5	\$19,636	0	0
13131	11-309B	7/31/2009	RV	ZF 594C AUTOMATIC TRANS	5	\$18,073	0	0
13107	3-409B	7/24/2009	RV	ZF 594C AUTOMATIC TRANS	5	\$18,073	0	0
12720	645b	9/30/2008	RV	ZF 594C AUTOMATIC TRANS	5	\$17,247	0	0
11501	713B	6/30/2007	RV	VOITH DIWA 864.3E SSP TRANS	5	\$17,247	0	0
				SUBTOTAL REVENUE VEHICLES		\$1,394,837		
				GRAND TOTAL		\$1,974,190	0	0

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2020.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. ix

To: LYNX Oversight Committee

From: Leonard Antmann
Director Of Finance
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Dispose of Items Accumulated Through the Lost and Found Process

Date: 4/23/2020

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Oversight mmittee Agenda

Lost and Found Articles Items to Donate or Auction

Article	Count of Article
Apron	7
Baby Stroller	6
Backpack	131
Bag	236
Bible	17
Bike	249
Books	37
Cane	24
Card	188
Case	21
CD, DVD, Tape	3
Cellphone	404
Clothing	58
Container	1
Cooler	2
Electronic Device	156
Envelope	11
Folder/Binder	48
Footwear	37
Glasses	266
Gloves	16
Hat	113
Jacket/Hoodie	79
Jewelry	29
Laptop/Tablet	1
Luggage	8
Lunch Bag	52
Mail	8
Miscellaneous	153
Planner	1
Purse	26
Sweater/Sweatshirt	16
Thermos/Mug	37
Tools	11
Toy	9
Umbrella	148
Watch	16
Total	2625

LYNX Oversight mmittee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2020 non-operating revenue.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. x

To: LYNX Oversight Committee

From: **Leonard Antmann**
Director Of Finance
Christopher Plummer
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Write Off of Assets Pursuant to the June 30, 2019 Physical Inventory Count and Reconciliation

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to write-off tangible fixed assets pursuant to the June 30, 2019 physical inventory count and reconciliation with a net book value in the amount of \$1,990.

BACKGROUND

In accordance with Federal Transit Administration (FTA) Circular 5010.1D Chapter II, 3.e., LYNX performs a physical inventory of its equipment and reconciles the results to the financial records at least once every two years. As instructed by the LYNX Board, LYNX performs an annual physical inventory at the end of each fiscal year. According to current financial records, the following is the description, acquisition value, and net book value of the assets requested to be written off:

Fixed Assets	Acquisition Value	Net Book Value
Computer Equipment	\$31,442	\$1,990
Furniture and Fixtures	\$32,341	0
Total	\$63,783	\$1,990

The results of the June 30, 2019 physical inventory count are summarized in the table above. An itemized list is included below.

LYNX Oversight Committee Agenda

LYNX ASSETS FY2019 Physical Inventory Recommended Disposals

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
15531	10788	04/01/13	CE	View Premier License	5	\$8,122	\$0	\$0
17747	12540	06/30/14	CE	LAPTOP AND SOFTWARE FOR SIMULATOR	5	\$7,500	\$0	\$1,990
13292	9336	01/19/10	CE	Platinum All-In - One AGENT Upgrade	5	\$4,995	\$0	\$0
9515	5033	08/12/05	CE	Printer, Datacard	5	\$2,360	\$0	\$0
17346	12167	03/31/14	CE	EVGA HOST CARD VID EXTEN	5	\$1,859	\$0	\$0
14610	10450	08/02/12	CE	Adobe CS6 Design Standard	5	\$1,300	\$0	\$0
11570	7874	09/30/07	CE	SERVER, DELL WINDOWS 2003 OS	5	\$729	\$0	\$0
11569	7873	09/30/07	CE	SERVER, DELL WINDOWS 2003 OS	5	\$729	\$0	\$0
11568	7872	09/30/07	CE	SERVER, DELL WINDOWS 2003 OS	5	\$729	\$0	\$0
11567	7871	09/30/07	CE	SERVER, DELL WINDOWS 2003 OS	5	\$729	\$0	\$0
11566	7870	09/30/07	CE	SERVER, DELL WINDOWS 2003 OS	5	\$729	\$0	\$0
14611	10451	08/02/12	CE	Adobe Photoshop CS6	5	\$700	\$0	\$0
14589	10439	07/31/12	CE	Adobe Audition CS6 for Mac	5	\$353	\$0	\$0
9088	4790A	11/30/04	CE	Video Capture Board (Screen)	5	\$340	\$0	\$0
13810	9752	06/13/11	CE	network management card ups	5	\$269	\$0	\$0
				Total Computer Equipment		\$31,442		\$1,990
4469	1243	08/21/98	FE	WORKSTATION TYPE "B"	5	\$5,583	\$0	\$0
13367	9342	03/05/10	FE	Curtis 15HP Air Compressor OBT Facility	5	\$5,085	\$0	\$0
3568	97233SHE5060	02/27/97	FE	PAREMOUNT WEIGHT CHIN/DIP - OBT Wellness Center	5	\$2,747	\$0	\$0
7223	3671	11/21/02	FE	Farebox Probing Sys/ Isolation & Junction Boxes	5	\$2,581	\$0	\$0
2245	90099LPF5248	03/29/90	FE	DESK, WOOD	5	\$2,435	\$0	\$0
3540	97294LPF5015	01/23/97	FE	PEDESTALS FOR TABLE (3)	5	\$1,406	\$0	\$0
4178	1041	04/02/98	FE	WORKSTATION, CORNER W/HUTCH/KYBD	5	\$1,327	\$0	\$0
1349	90099STF5247	03/29/90	FE	DESK, WOOD	5	\$1,205	\$0	\$0
1278	90099LTF5189	03/01/90	FE	DESK, WOOD, RIGHT EXTENSION	5	\$1,170	\$0	\$0
2255	90099LPF5257	03/29/90	FE	CREDENZA, WOOD, STORAGE	5	\$1,120	\$0	\$0
3805	1892	07/03/97	FE	CLARKE 20" FLOOR POLISHER	3	\$1,017	\$0	\$0
2570	90099LTF5261	03/29/90	FE	BOOKCASE, 4-SHELF, WOOD, DBL	5	\$940	\$0	\$0
8253	4060	09/30/04	FE	Spectra GPS Antenna	5	\$728	\$0	\$0
9517	5034	07/27/05	FE	Camera, Datacard	5	\$650	\$0	\$0
14587	10410	06/08/12	FE	Express Offline Lock Software	5	\$514	\$0	\$0
5309	1890	08/14/97	FE	HODGE 4 STEP CART LADDER	3	\$508	\$0	\$0
5308	1889	08/14/97	FE	HODGE 4 STEP CART LADDER	3	\$508	\$0	\$0
8446	4155	12/20/04	FE	Chair-Wavering Task Chair	5	\$472	\$0	\$0
8951	3239A	02/15/05	FE	Interface Card for Cisco Router (Asset 3239)	5	\$400	\$0	\$0
4620	1125	09/30/98	FE	FILE-5 DRAWER LATERAL	5	\$379	\$0	\$0

LYNX Oversight Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
8967	4753	03/10/05	FE	GPS - Antenna / Monitoring Equip.	5	\$330	\$0	\$0
8966	4752	03/10/05	FE	GPS - Antenna / Monitoring Equip.	5	\$330	\$0	\$0
8965	4751	03/10/05	FE	GPS - Antenna / Monitoring	5	\$330	\$0	\$0
5047	1749	07/01/99	FE	CABINET 48WX24DX78H (GREEN)	5	\$307	\$0	\$0
13811	9753	06/13/11	FE	Network Management UPS	5	\$269	\$0	\$0
				Total Furniture and Fixtures		\$32,341	\$0	\$0
				Totals		\$63,783		\$1,990

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT

The fiscal impact is 1,990. The net book value of the assets written-off and the amount due to FTA is also (\$1,990). This represents one laptop computer that was not identified in the past three physical inventories.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. xi

To: LYNX Oversight Committee

From: William Slot
Chief Innovation Sustain Off
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Enter into a Master Interlocal Agreement and Interlocal Project Agreement No. 1 with the Orlando Utilities Commission

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Master Interlocal Agreement, and Interlocal Project Agreement No. 1 with the Orlando Utilities Commission (OUC) to allow for an electrification pilot program for up to eight (8) electric buses.

BACKGROUND:

The LYNX Board of Directors authorized staff at its April 4, 2019 meeting to explore a partnership with OUC for the electrification of LYNX vehicles.

The Master Interlocal Agreement allows LYNX and OUC to work by cooperating with each other on projects to be identified by LYNX from time to time which will be subject to this agreement. LYNX will provide written request to OUC, with OUC responding with proposals for any systems, facilities and services associated with OUC services. The parties upon agreement, will then execute an Interlocal Partnership Agreement under the Master Interlocal Agreement.

The Master Interlocal Agreement has a term of twenty (20) years and is subject to one (1) automatic extension for a period of twenty (20) years upon the expiration of the initial term, unless either party provides written notice of its desire for the automatic extension not to occur.

Interlocal Project Agreement No. 1 allows for LYNX and OUC to partner together to plan for and execute an electric bus electrification pilot program for up to eight (8) electric buses. LYNX will procure the buses and OUC will purchase, install and maintain the charging stations and associated charger management software. OUC will assist with \$32,000 for the cost of the first

LYNX Oversight Committee Agenda

electric bus and will also contribute \$400,000 toward the Low-No seven (7) electric bus project. LYNX will pay OUC a charging station fee of up to \$120,000 per year under their “ChargeIt” program as part of the electric bill during the term of the Project Agreement to compensate OUC for its actual costs and expenses in providing the services and equipment under this agreement. OUC will offset the “ChargeIt” program fees with any advertising fees charged to OUC for the placement of advertising on electric buses. Additionally, LYNX and OUC will collect and exchange data on the electric bus program primarily focusing on bus use, battery health and charge management.

Interlocal Project Agreement No. 1 covers the electric bus pilot program which is anticipated to run from the effective date of this project agreement until the twelfth anniversary of the effective date. The term of the Agreement is based on the Federal Transit Administration (FTA) recommended life span of the electric bus asset.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this agreement.

FISCAL IMPACT:

Within the OUC and LYNX Interlocal Agreement, there is a 12 year commitment for charging station fees in the amount of \$98,852 annually in addition to repair, maintenance, and electrical expenses for the propulsion of the eBuses. LYNX’s FY2020 Capital Budget includes funding for up to eight (8) electric vehicles through various sources including OUC’s \$432,000 eBus and 12 year extended warranty battery cash contribution. Any applicable operating expenses incurred by the Interlocal agreement will be included in the annual operating plan of all future budget years.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE ORLANDO UTILITIES COMMISSION
AND
BETWEEN THE CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY D/B/A “LYNX”

This Interlocal Cooperation Agreement (“Interlocal Cooperation Agreement”) is made as of the _____ day of _____ 2020 (“Effective Date”), by and between the **Central Florida Regional Transportation Authority d/b/a “LYNX”**, a body politic and corporate formed pursuant to Part III Ch. 343, Florida Statutes (hereinafter, “LYNX”) and the **Orlando Utilities Commission**, a statutory commission existing under the laws of the State of Florida (hereinafter, together with its successors in title and assigns as lessee of the Facility Site, “OUC”). LYNX and OUC are hereinafter each referred to individually as a “Party” and collectively as the “Parties.”

ARTICLE I

Preamble

Section 1.1 Section 1.1 Findings, Ascertainments and Determinations

Section 1.1.1 Findings. The Parties find:

Section 1.1.1.1 LYNX 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.

Section 1.1.1.2 LYNX is experiencing even more focused and dynamic growth which requires innovative and flexible ways to provide for certain systems, facilities and services concurrent with the growth.

Section 1.1.1.3 LYNX’s current Fleet Management Plan contemplates that LYNX will move to convert its fleet to fifty percent (50%) compressed natural gas and fifty percent (50%) electric propulsion.

Section 1.1.1.4 OUC would like to continue to develop facilities necessary to support the electrification of transportation and provide a more resilient power grid.

Section 1.1.1.5 The City of Orlando 2018 Community Action Plan is a 5 year roadmap that was approved by the Orlando City Council which includes a

commitment to transition the LYMMO service to an all-electric, zero emissions fleet. LYNX is also working on the Concept of Operations for the future introduction of automated vehicles into transit services, with the understanding that these vehicles would be electric powered.

Section 1.1.1.6 LYNX has a need to partner with OUC as its local energy services provider to utilize OUC's expertise with respect to those services of OUC described on Exhibit A, as the same may be amended from time to time by the Parties (the "OUC Services").

Section 1.1.1.7 OUC has substantial experience with economies of scale in the timely and flexible delivery of the OUC Services, to meet the demands of taxpayers, citizens, consumers, business, tourists and others who require these systems, facilities and services.

Section 1.1.1.8 OUC is able to provide the OUC Services at high levels of sustained quality over the long-term so that LYNX can focus on its core public transit business.

Section 1.1.1.9 OUC believes conversion of mass transit buses from internal combustion engines (hereinafter referred to as "ICE") to electric buses (hereinafter referred to as "eBuses") represents a rapidly growing segment of the transportation industry that will positively affect a significant portion of the population. Electrification of buses reduces Green House Gas (GHG) emissions by about fifty percent (50%), depending on the electricity production fuel mix. While electric buses are currently thirty to fifty percent (30-50%) more expensive to purchase, this gap is expected to reduce as battery manufacturing technology matures. OUC supports LYNX's adoption of eBuses commencing in 2020 to replace existing diesel and compressed natural gas buses in LYNX's fleet.

Section 1.1.2 Ascertainments. The Parties have learned with certainty:

Section 1.1.2.1 OUC has the power to deliver the OUC Services.

Section 1.1.2.2 LYNX and OUC can make the most productive, accountable, fair, responsive, timely and efficient use of the powers, which each has in common with the other, by cooperating with each other on a basis of mutual advantage, for agreed upon projects within the scope of the OUC Services.

Section 1.1.2.3 LYNX and OUC enter into this Interlocal Cooperation Agreement formed in reliance upon, and under the authority of, the Florida Interlocal Cooperation Act of 1969, as amended, Section 163.01, Florida Statutes.

Section 1.1.3 Determinations. The Parties have decided expressly:

Section 1.1.3.1 Provision by OUC of OUC Services and other services contemplated in this Interlocal Cooperation Agreement within the jurisdiction of LYNX is consistent affirmatively with general law.

Section 1.1.3.2 Innovative provision of OUC Services pursuant to this Interlocal Cooperation Agreement also implements and enhances certain elements and components of LYNX's Transportation Development Plan, LYNX's Fleet Management Plan, and the City of Orlando 2018 Community Action Plan.

Section 1.1.3.3 Provision of OUC Services under this Interlocal Cooperation Agreement implements the following plans and policies of OUC.

Section 1.1.3.4 OUC and LYNX are each public agencies which have certain powers, privileges and authority in common and which, currently, each exercises separately.

Section 1.1.3.5 OUC and LYNX each can achieve their respective goals, consistent with legal authority and applicable policies, by contracting with each other for the specialized provision by OUC of OUC Services for certain projects identified by LYNX from time to time, as a more efficient and economic use of available capabilities producing mutual advantage and benefit.

Section 1.1.3.6 LYNX has the authority and is not prohibited from entering into this Interlocal Cooperation Agreement for OUC to provide, subject to applicable limitations and requirements regarding the use of any applicable grant funds for such expenditures, OUC Services and, within the jurisdiction of LYNX under this Interlocal Cooperation Agreement, for certain projects identified by LYNX from time to time.

Section 1.1.3.7 Section 9(1) of the OUC Charter does not prohibit OUC and LYNX from bilateral exercise of jointly held powers (including expressly the limited and specialized power to provide OUC Services for agreed upon projects from time to time), that each may exercise separately, pursuant to an Interlocal Cooperation Agreement provided expressly under section 163.01, Fla. Stat., for the purpose and intent set forth herein and based upon the findings, ascertainments and determinations set forth herein.

Section 1.2 Purpose and Intent

Section 1.2.1 Intent: The Parties, based upon their findings, ascertainments and determinations, as a result of good faith negotiations, have formulated a plan (intent) to enter into an Interlocal Cooperation Agreement, negotiated, executed, formed and to be operated and relied upon, and under the authority of, the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Fla. Stat., in order to make the most efficient, flexible and specialized use of their respective powers by cooperating with each other on projects identified by LYNX from time to time as being subject to this Interlocal Agreement and as may be agreed upon by the parties.

Section 1.2.2 Purpose: The express end and goal to be attained by the Parties (purpose) is that their Interlocal Cooperation Agreement allow LYNX to authorize and OUC to provide pursuant to one or more specific Interlocal Project Agreements those certain OUC Services for projects identified by LYNX from time to time and as may be agreed upon by the parties,

without any transfer of powers from one Party to the other Party for their mutual advantage as a bilateral exercise of those powers held jointly by the Parties which each may exercise separately.

ARTICLE II

Incorporation of Preamble; Powers; Duties; Related Provisions

Section 2.1 All provisions of Article I, are incorporated herein expressly, and made a part hereof, specifically and expressly, as dispositive.

Section 2.2 This Interlocal Cooperation Agreement is a Florida Interlocal Cooperation Agreement negotiated, executed and to be operated expressly under the authority of the Florida Interlocal Act of 1969, as amended, section 163.01, Fla. Stat.

Section 2.3 Based upon the provisions in Article I, the Preamble, LYNX and OUC agree hereby, and, accordingly, may exercise, jointly and bilaterally, those powers that each may exercise separately within the respective jurisdiction of each Party as to such projects as may be identified by LYNX from time to time as being subject to this Interlocal Cooperation Agreement and as may be agreed upon by the parties.

Section 2.4 Duties of the Parties. The parties shall have the following duties to one another pursuant to this Interlocal Cooperation Agreement.

Section 2.4.1 OUC duties to LYNX.

Section 2.4.1.1 Systems, facilities and services provided. Upon written request from LYNX, OUC shall provide proposals for any systems, facilities and services associated with, and which attend to, OUC Services on such projects as are identified by LYNX from time to time as being subject to this Interlocal Cooperation Agreement and as may be agreed upon by the Parties pursuant to one or more Interlocal Project Agreements issued under this Interlocal Cooperation Agreement, to include installation and maintenance of these systems and facilities on LYNX property or the provision of OUC Services to LYNX or both.

Section 2.4.1.2 Perform any duties mutually agreed upon and which are assigned to OUC under any one or more Interlocal Project Agreements issued pursuant to this Interlocal Cooperation Agreement.

Section 2.4.2 LYNX duties to OUC.

Section 2.4.2.1 Authorize OUC to provide and to administer OUC Services on projects identified by LYNX as being subject to this Interlocal Cooperation Agreement from time to time and as may be agreed upon by the parties pursuant to one or more mutually agreed Interlocal Project Agreements. Under this Interlocal Cooperation Agreement, there are no direct or indirect implied or expressed duties to any entity other than LYNX.

Section 2.4.2.2 Perform any duties mutually agreed upon and which are assigned to LYNX under any one or more Interlocal Project Agreements issued pursuant to this Interlocal Cooperation Agreement.

ARTICLE III

Effective Date Duration and Term of Agreement

Section 3.1 Effective Date. This Interlocal Cooperation Agreement shall become effective upon execution and delivery by both Parties.

Section 3.2 Term. The term of this Interlocal Cooperation Agreement and all obligations under this Interlocal Cooperation Agreement commence upon the Effective Date and continue in effect for a period of twenty (20) years. This Interlocal Cooperation Agreement shall be subject to one (1) automatic extension for a period of twenty (20) years upon the expiration of the initial term unless either party provides written notice of its desire for the automatic extension to not occur. Notwithstanding the above, this Interlocal Cooperation Agreement may be terminated upon six (6) months' prior written notice to the other Party, which termination shall become effective on the later of (a) the date noted in the termination notice or (b) the date of completion under any then effective Interlocal Project Agreements.

ARTICLE IV

Force Majeure, Indemnification and Insurance

Section 4.1 Force Majeure. In case either Party hereto should be delayed in, or prevented from, performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said Party by this Interlocal Cooperation Agreement or applicable Interlocal Project Agreement issued hereunder, by reason of or through strike, stoppage in labor, failure of contractors or suppliers of materials and fuel, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, military of usurped power, order of any Court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority (either de facto or de jure), explosion, act of God, or the public enemies or any cause reasonably beyond its control and not proximately attributable to its neglect; then and in such case or cases, both Parties shall be relieved of performance under this Interlocal Cooperation Agreement or applicable Interlocal Project Agreement issued hereunder for the duration of the period for which performance is delayed or prevented and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due and practicable diligence to remove the cause or causes thereof; and provided, further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable.

Section 4.2 No Waiver of Sovereign Immunity. Nothing contained in this Interlocal Cooperation Agreement shall be deemed a waiver by either Party of any sovereign immunity enjoyed by either such Party under Section 768.28, Florida Statutes.

Section 4.3 Insurance. OUC shall maintain its statutory self-insurance program during the term of any Interlocal Project Agreements entered into pursuant to this Agreement, including coverage for general liability, auto liability and worker's compensation in accordance with OUC's Risk Management/Safety policies and procedures. OUC shall cause any contractors, subcontractors, agents, licensees and permittees accessing LYNX property to maintain such insurance coverage as may be required by LYNX's Risk Management/Safety policies or as otherwise directed by LYNX in writing and shall require such policies to name LYNX as an additional insured on all liability or builder's risk policies. OUC shall upon request provide LYNX a copy of its self-insurance program and certificates prior to execution of any Interlocal Project Agreement. OUC shall notify LYNX within thirty (30) days of any changes to its self-insurance program and provide current certificates of insurance.

ARTICLE V

Data Access and Security Policies; Confidentiality

It is anticipated that under certain Interlocal Project Agreements that the Parties may share internal data, customer data or other information that could be considered protected or exempt from public disclosure under Florida Law ("Confidential Information"). To the extent that certain information falls into that category, then the Parties agree that information of that nature which is shared with the other Party shall be shared pursuant to the terms of the Data Sharing Agreement, attached hereto as Exhibit B and incorporated herein by this reference.

ARTICLE VI

Miscellaneous

Section 6.1 No Pattern of Adverse Distinction or Undue Discrimination. The Parties agree that there shall be no pattern of adverse distinction and no pattern of undue discrimination in carrying out its obligations to the other under this Interlocal Cooperation Agreement or any Interlocal Project Agreement.

Section 6.2 OUC Employee Conduct. The employees and personnel of each Party shall conduct their actions and business in accordance with the policies set forth in that parties' employee conduct and safety policies. All persons contracted by either Party shall be held to the same standards of work conduct as that Party's employees.

Section 6.3 Waivers. Any waiver at any time by any Party hereto of its rights with respect to the other Party, or with respect to any matter arising in connection with this Interlocal Cooperation Agreement, shall not be considered a waiver of any such rights or matters at any subsequent time.

Section 6.4 Successors and Assigns. This Interlocal Cooperation Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. Neither this Interlocal Cooperation Agreement nor the obligations contained herein, shall be assignable by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld.

Section 6.5 Written Notices. Written notices shall be given to the Parties at the following addresses or such other place or other person as each Party shall designate by similar notice.

1. As to OUC:

100 West Anderson Street

Orlando, Florida 32801

Attention: []

2. As to LYNX

455 North Garland Avenue, Suite 500

Orlando, Florida 32801

Attention: William John Slot, Chief Innovation Officer

Section 6.6 Notice of Default or Notice of Payment Under Protest. Any notice of default or notice of payment under protest shall be made within thirty (30) days of the Party becoming aware of the facts giving rise to the notice of default or within thirty (30) days of the Party becoming aware of the facts giving rise to any notice of payment under protest unless otherwise provided in this Interlocal Cooperation Agreement. Notice of payment under protest can be given as to amounts to be paid and to amounts already paid.

Section 6.7 Governing Law. This Interlocal Cooperation Agreement shall be governed by the laws of the State of Florida.

Section 6.8 Entire Agreement Severability. This Interlocal Cooperation Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Interlocal Cooperation Agreement, except in writing and signed by all Parties hereto. Should any provision of this Interlocal Cooperation Agreement be declared to be invalid, the remaining provisions of this Interlocal Cooperation Agreement shall remain in full force and effect unless such provision which is found to be invalid substantially alters the benefits of the Agreement for either Party.

Section 6.9 Interlocal Agreement. This Interlocal Cooperation Agreement shall be considered and is an interlocal agreement as defined in Section 163.01, Fla. Stat. However, if any part of this Interlocal Cooperation Agreement requires either Party to do anything that it is not authorized to do, the Parties hereto upon notification of such shall immediately and in good faith seek to resolve the issues presented in a way to keep this Interlocal Cooperation Agreement in effect.

Section 6.10 Section Headings Not to Affect Meanings. The descriptive headings of the various sections of this Interlocal Cooperation Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms and provisions thereof.

Section 6.11 Prudent Utility Practice. OUC shall perform all of its obligations under this Interlocal Cooperation Agreement in accordance with Prudent Utility Practice.

Section 6.12 Specific Performance. It is understood and agreed between the Parties that there will be irreparable damage in the event that this Interlocal Cooperation Agreement is not specifically enforced. In the event any dispute arises under this Interlocal Cooperation Agreement, either Party hereto shall be entitled to specific performance of the terms, conditions and agreements set forth in this Interlocal Cooperation Agreement. The remedy of Specific Performance shall be cumulative and not exclusive, and shall be in addition to any other remedy which the Parties may have.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Cooperation Agreement to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.

Signed, sealed and delivered in the presence
of:

Notary Public

ORLANDO UTILITIES COMMISSION

By: _____
Name: Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY - APPROVED
AS TO FORM AND LEGALITY.

Attorney for OUC
Date: _____

Signed, sealed and delivered in the presence
of:

Notary Public

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: James Harrison, Esq, P.E.
Title: Chief Executive Officer

This Agreement has been reviewed as
to form by LYNX Legal Counsel. This
confirmation is not to be relied upon by
any person other than LYNX or for any
other purpose.

By: _____
Name: _____
Date: _____

EXHIBIT A
OUC SERVICES

Any conservation, energy or water related services offered by OUC, including chilled water, energy and sustainable services, distributed generation, conservation, renewables, electric vehicles and charging stations, energy usage optimization and electrical lighting systems.

EXHIBIT B
DATA SHARING AGREEMENT



DATA-SHARING AND USAGE AGREEMENT

THIS DATA-SHARING AND USAGE AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____ by and between the Central Florida Regional Transportation Authority, d/b/a LYNX, a body politic and corporate formed pursuant to Part III of Ch. 343, Florida Statutes (“LYNX”) and the Orlando Utilities Commission, a Florida statutory municipal utility commission (“OUC”).

WHEREAS, pursuant to the Interlocal Agreement between them dated [____], 2020 (“Interlocal Agreement”) and subsequent project agreements issued thereunder (“Interlocal Project Agreements”), OUC and LYNX each desire to share information with the other which may include information which may be public records but exempt from disclosure or is non-public, confidential, or proprietary in nature for the limited purpose of carrying out their respective duties under the Interlocal Agreement or Interlocal Project Agreement (the “Purpose”); and

WHEREAS, each party wishes to protect and preserve the confidentiality of such information to the fullest extent permissible under Florida Law.

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

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Customer Information” means any personally identifiable information with respect to Disclosing Party’s customers (including, but not limited to, first and last name, postal address, email address, telephone number and credit card information), any information derived from such personal information and any information qualifying as “customer proprietary network information” as defined in 47 C.F.R. § 64.2003(d).

(b) “Disclosing Party” means a party that is disclosing Proprietary Information under this Agreement.

(c) “Governmental Entity” means the United States of America or any other nation, any state or political subdivision thereof (including counties, municipalities, and other local government entities), or any entity exercising executive, judicial or administrative functions of government.

(d) “Proprietary Information” means (i) all information and know-how relating to the business, technical or financial affairs of Disclosing Party, or its subsidiaries, affiliates, suppliers or potential suppliers, which Disclosing Party makes available to the Receiving Party or which has or may come into possession of the Receiving Party that is clearly labeled or designated by Disclosing Party as “confidential,” “proprietary” or “trade secret” or with words of like meaning or, if disclosed orally, clearly identified as confidential with that status confirmed promptly thereafter in writing, and that could reasonably constitute a “trade secret” under Section 812.081(1)(c), Florida Statutes; and (ii) all Customer Information. Notwithstanding the foregoing, Proprietary Information shall not include information that (A) is or has become public knowledge other than through any act or omission of the Receiving Party in violation of this Agreement; (B) is or becomes available to the Receiving Party on a non-confidential basis from a source other than representatives of Disclosing Party, provided such source is not, to the best of the Receiving Party’s knowledge, prohibited from transmitting any of the Proprietary Information by a contractual, legal or fiduciary obligation; (C) is or has already been independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation of secrecy to Disclosing Party; or (D) was in the possession of or known by the Receiving Party prior to the date of disclosure by Disclosing Party pursuant to this Agreement.

(e) “Person” means any individual, partnership (whether general or limited), limited liability company, corporation, association, trust, members of joint venture entities, other business entity, or any Governmental Entity.

(f) “Public Records Act” means the Florida Public Records Act, Ch. 119, Florida Statutes, as amended, restated or superseded from time to time, as well as any similar state or federal laws providing for the disclosure of public records by Governmental Entities.

(g) “Receiving Party” means a party that is receiving Proprietary Information under this Agreement.

(h) “Representatives” means, as to any Person, such Person’s affiliates, and its and their respective directors, officers, employees, managing members, general partners, agents and consultants (including attorneys, financial advisors and accountants).

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. Obligations.

(a) With respect to Disclosing Party’s Proprietary Information and subject to applicable legal limitations (including those imposed by the Public Records Act), the Receiving Party agrees that it shall keep such Proprietary Information confidential and:

(i) use the same degree of care in safeguarding the Proprietary Information as it uses for its own confidential or like information, but in no event less than reasonable care;

(ii) restrict disclosure to those Representatives who have a need to know the same in furtherance of the purposes to this Agreement;

(iii) use such Proprietary Information only for the purposes of the Purpose; and

(iv) not reverse engineer, disassemble, decompile or copy the Proprietary Information except as required in the performance of the Purpose, and not, directly or indirectly (including in the conduct of its business), use, or permit to be used, the Proprietary Information to Disclosing Party's detriment, whether or not the Receiving Party benefits from such detrimental use. The foregoing notwithstanding, the Receiving Party shall be entitled to release Proprietary Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency or to the extent that such disclosure is required by law (including pursuant to the Public Records Act), provided, however, in the case of release pursuant to this section the Receiving Party shall comply with such additional requirements as are set forth in Section 2(i) and Section 2(j).

(b) The Receiving Party agrees that all Proprietary Information contained in files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material which shall come into its custody or possession shall be and are the exclusive property of Disclosing Party to be used by the undersigned only for the purposes expressly contemplated by this Agreement. At the request of Disclosing Party and subject to any limitations imposed by applicable law (including the Public Records Act and related records retention schedules), the Receiving Party shall destroy all of its copies of such Proprietary Information or return the same to Disclosing Party, and in either case upon request from Disclosing Party shall certify its compliance with the terms of this provision. After such destruction or delivery, the Receiving Party shall not retain any copies thereof (other than as required for its record copies under the Public Records Act) or any such tangible property.

(c) Receiving Party shall implement and maintain administrative, physical and technical safeguards ("Safeguards") designed to prevent any collection, use or disclosure of, or access to, Disclosing Party's Proprietary Information unless such collection, use, or disclosure of or access to is required in connection with the performance of the Purpose. When Disclosing Party's Proprietary Information is required in connection with the performance of the Purpose, Receiving Party shall implement and maintain Safeguards to ensure access by only those Receiving Party Representatives having a need to know such Proprietary Information, and to prevent the unauthorized access, use and disclosure of such Proprietary Information.

(d) Receiving Party agrees that any Customer Information of Disclosing Party that Receiving Party may have access to under this Agreement shall be deemed Proprietary Information of Disclosing Party and shall be and remain confidential indefinitely. Notwithstanding anything in this Agreement to the contrary:

(i) Receiving Party shall not use any Customer Information except as necessary to fulfill its duties under this Agreement.

(ii) Receiving Party shall not share any Customer Information with any Person except as necessary to perform the Purpose or with Persons designated by Disclosing Party.

(iii) Receiving Party shall not take any action or make any omission that would contravene any federal, state and local law, statute, regulation or order applicable to either party protecting the financial privacy of consumers or customers, including, but not limited to, 47 C.F.R. §§ 4.2001-64.2009, any rule of any payments network concerning payment network-related information (e.g., the Visa or MasterCard, or National Automated Clearing House Association operating rules), or any other law concerning the security of consumer or payment information.

(iv) Receiving Party shall maintain an information security program that has administrative, technical and physical safeguards designed to (A) ensure the security and confidentiality of Customer Information to which Receiving Party has access; (B) protect against any anticipated threats or hazards to security or integrity of Customer Information to which Receiving Party has access; and (C) protect against unauthorized access to or use of Customer Information to which Receiving Party has access.

(e) In the event Receiving Party receives a request for any Proprietary Information belonging to Disclosing Party pursuant to the Public Records Act, Receiving Party will provide said request to Disclosing Party in writing and Disclosing Party shall promptly respond as to whether or not it objects to any portion of said material being produced on the basis that said material is confidential or exempt. The Receiving Party shall reasonably cooperate with Disclosing Party to the extent that it determines that any Proprietary Information is exempt or confidential.

(f) If the Receiving Party or any of its Representatives is required, in the opinion of the Receiving Party's counsel, to disclose any Proprietary Information, by law, regulation or legal or regulatory process, the Receiving Party shall (i) take all reasonable steps to preserve the privileged nature and confidentiality of the Proprietary Information, including requesting that the Proprietary Information not be disclosed to non-parties or the public; (ii) give Disclosing Party prompt prior written notice of such request or requirement so that Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (iii) cooperate with Disclosing Party, at Disclosing Party's sole cost and expense, to obtain such protective order. In the event that such protective order or other remedy is not obtained, the Receiving Party (or such other persons to whom such request is directed) will furnish only that portion of the Proprietary Information which, on the advice of the Receiving Party's counsel, is legally required to be disclosed and, upon Disclosing Party's request, use its reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

3. General.

(a) The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party and that in addition to all other remedies it may be entitled to, Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach.

(b) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.

(c) No delay or omission by Disclosing Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Disclosing Party on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(d) This Agreement is governed by and will be construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Florida or of the United States of America located in the State of Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

(e) Nothing in this Agreement shall be construed as establishing or implying any partnership between the parties and nothing in this Agreement shall be deemed to constitute either of the parties hereto as the agent of the other party or to commit the other party in any way whatsoever, without obtaining the other party's prior written consent.

(f) This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning the subject matter hereof. This Agreement may be amended, waived or revoked only by a written instrument executed by both parties hereto. This Agreement shall survive the execution of any contract between the parties unless otherwise expressly agreed.

(g) No license under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the disclosure of any Proprietary Information to that party. No disclosure of any Proprietary Information by the parties shall constitute any representation or warranty by that party regarding the accuracy of the same or the non-infringement of any trademark, patent, copyright or any other intellectual property.

(h) This Agreement and any amendment hereto may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be delivered by facsimile.

[Signatures appear on following page]

IN WITNESS WHEREOF, each party, through its duly authorized representative, has hereunto executed this Data-Sharing and Usage Agreement as of the date set forth above.

“OUC”

ORLANDO UTILITIES COMMISSION

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

This confirmation is not to be relied upon by any person other than OUC or for any other purpose.

By: _____

Name: _____

Attorney for OUC

Date: _____

“LYNX”

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

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

By: _____

Name: _____

Title: _____

Date: _____

INTERLOCAL PROJECT AGREEMENT NO. 1
BETWEEN
THE ORLANDO UTILITIES COMMISSION
AND
BETWEEN THE CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY D/B/A “LYNX”

This Interlocal Project Agreement No. 1 (the “Project Agreement”) is made as of the _____ day of _____ 2020, by and between the **Central Florida Regional Transportation Authority d/b/a “LYNX”**, a body politic and corporate formed pursuant to Part III of Ch. 343, Florida Statutes (hereinafter, “LYNX”) and the **Orlando Utilities Commission**, a statutory commission existing under the laws of the State of Florida (hereinafter, “OUC”). LYNX and OUC are hereinafter each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, LYNX 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 carrying out of said purpose; and

WHEREAS, OUC provides public utilities, energy and conservation services, electric vehicle charging, water and electricity to the residents located in the Counties of Orange and Osceola; and

WHEREAS, LYNX’s current Fleet Management Plan contemplates that LYNX will move to convert its fleet to fifty percent (50%) compressed natural gas and fifty percent (50%) electric propulsion; and

WHEREAS, LYNX is working on multiple projects that may result in the future acquisition of vehicles with electrical propulsion. These vehicles would enable LYNX to provide sustainable and environmentally friendly transportation services in support of initiatives by our funding partners; and

51928002;8

WHEREAS, the OUC and LYNX entered into that Interlocal Cooperation Agreement dated [], 2020 (“Interlocal Agreement”), pursuant to which OUC and LYNX intend to cooperatively pursue various energy efficiency and conservation programs that mutually benefit both their customers by means of one or more Interlocal Project Agreements issued thereunder and subject to the general terms thereof; and,

WHEREAS, OUC believes conversion of mass transit buses from internal combustion engines (hereinafter referred to as “ICE”) to electric buses (hereinafter referred to as “eBuses”) represents a rapidly growing segment of the transportation industry that will positively affect a significant portion of the population. Electrification of buses reduces Green House Gas (GHG) emissions by about fifty percent (50%), depending on the electricity production fuel mix. While electric buses are currently thirty to fifty percent (30-50%) more expensive to purchase, this gap is expected to reduce as battery manufacturing technology matures. In partnership with LYNX, OUC will support the adoption of eBuses to replace existing diesel and compressed natural gas buses in LYNX’s fleet; and

WHEREAS, the City of Orlando 2018 Community Action Plan is a 5 year roadmap that was approved by the Orlando City Council which includes a commitment to transition the LYMMO service to an all-electric, zero emissions fleet. LYNX is also working on the Concept of Operations for the future introduction of automated vehicles into transit services, with the understanding that these vehicles would be electric powered; and

WHEREAS, LYNX staff received authorization at its April 4, 2019 Board of Directors’ meeting to explore a partnership with OUC for the electrification of LYNX vehicles, which would potentially allow LYNX to procure electric vehicles.

WHEREAS, this partnership between OUC and LYNX would allow LYNX to focus on the vehicles and provision of transit services while working with the expertise of the OUC on electrification and charging infrastructure; and

WHEREAS, LYNX staff received authorization at its April 4, 2019 Board of Directors' meeting to explore a partnership with OUC for the electrification of LYNX vehicles. At the same meeting the Board of Directors approved ratification of a grant application to the U.S. Department of Transportation for competitive funding for Automated Driving System research and demonstration of an electric automated vehicle; and

WHEREAS, LYNX staff received authorization at its April 25, 2019 Board of Directors' meeting to enter into a "piggy back" contract with Proterra, Inc. for procurement of one (1) electric powered thirty-five (35) foot bus including charging infrastructure for an amount not to exceed Eight Hundred and Fifty Thousand Dollars (\$850,000) and is also exploring the potential for the procurement of two (2) electric shuttle style vehicles for use in the NeighborLink service; and

WHEREAS, LYNX staff also received authorization at its April 25, 2019 Board of Directors' meeting to submit a grant to the FTA FY19 Competitive Funding Opportunity, Section 5339 Low or No Emissions Program for LYMMO electric buses and charging equipment. LYNX was informed on July 25, 2019 by the FTA that the grant application was successful, resulting in an award. This amount will fund the incremental cost of procuring an additional seven battery electric buses and associated charging equipment. LYNX staff received authorization at its February 27, 2020 Board of Directors' meeting for authorization to allow procurement of these vehicles from Proterra, Inc.; and

WHEREAS, to effectively plan for and execute an eBus electrification strategy, it is necessary to study real-world charging patterns, runtime analytics, and charging requirements for an eBus. With chargers that range from 60-500 kVA, the grid impacts of this conversion will be significant. Information on charging profiles for a fleet of eBuses is critical to OUC's long term planning efforts as we make infrastructure adjustments to account for electrification of an estimated 150 buses in our territory in the near future; and

WHEREAS, OUC's Commercial Electric Vehicle (EV) Program was established in 2016 to promote the use of clean transportation and new load growth. This program provides OUC customers with charging stations and distribution infrastructure upgrades as needed, and a service agreement is executed between OUC and their customer as costs are amortized on the customer's bill or the customer can pay for the charger upfront; and

WHEREAS, the eBus Pilot Program will provide OUC and LYNX with eBus operating experience, data, and understanding of charging infrastructure requirements. These items are critical for the continued electrification of LYNX's fleet and are essential for OUC to determine the viability of expanding electrification services to additional large vehicle fleet customers; and

WHEREAS, this Project Agreement is intended to assist in supporting the mutual best interests of LYNX and OUC, and their respective customers and is not intended to be revenue generating for either Party; and

WHEREAS, OUC's total contributions under this Project Agreement will not exceed One Million Two Hundred Thousand Dollars (\$1,200,000).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct as of the date hereof and are incorporated herein by this reference.

Section 2. Definitions; Construction; Interpretation.

(A) **Definitions.** When used in this Project Agreement, the following capitalized terms shall have the meanings set forth below:

- (1) **Advertising Fee** – shall mean the cost to place advertising on an eBus which shall be as set forth on Exhibit E hereto, and which shall be subject to periodic adjustment as agreed to by the Parties.
- (2) **Battery Contribution** – shall mean a payment in the amount of \$400,000.
- (3) **Battery System** – a single battery or set of batteries with a storage capacity of 440 kWh, purchased from Proterra Battery Systems and which are compatible with the eBus that LYNX will provide and which meet the specifications set forth in Exhibit A hereto and incorporated herein by this reference.
- (4) **Charging Stations** – charging stations which will support the operations of the eBuses that LYNX will provide and which meet the specifications set forth in Exhibit B hereto and incorporated herein by this reference.
- (5) **Commission Date** – shall mean the date that the Charging Stations are commissioned.
- (6) **eBus** - shall mean an electric mass transit bus powered by on-board batteries.
- (7) **eBus Pilot Program** - shall have the meaning set for in Section 3.
- (8) **Extended Warranty** – shall mean the extended warranty that LYNX is purchasing on the eBus that, among other things, provides a warranty on the Battery Systems for a period of 12 years.
- (9) **FTA** – shall mean the Federal Transit Administration.
- (10) **Initial eBuses** - shall have the meaning set forth in Section 4.
- (11) **Pilot Data** – shall have the meaning set forth in Section 7.

(12) **Project Schedule** – shall mean the projected milestone project schedule for the eBus Pilot Project as defined in Section 3.

(13) **Service Fee** – has the meaning set forth in Section 5(D).

(14) **Term** – shall have the meaning set forth in Section 8.

(B) **Rules of Construction.** In this Project Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation.” The term “month” refers to a calendar month, and any period measured by a “month” from a reference date refers to the period beginning on such reference date and ending on the same date of the next succeeding calendar month or, if no such date exists in the next succeeding calendar month, the last day of such next succeeding calendar month. References to a Section, Table or Exhibit shall be references to a Section of, Table of or Exhibit to this Project Agreement unless specifically stated otherwise. A reference to a given Project Agreement or instrument shall be a reference to that Project Agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made. The term “shall” is mandatory and the term “may” is permissive. Both Parties acknowledge that each was actively involved in the negotiation and drafting of this Project Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Project Agreement shall be construed in favor of or against either Party because one is deemed to be the author thereof.

(C) **Consents.** Whenever the consent or approval of either Party is required under this Project Agreement, such consent or approval shall not be unreasonably withheld, unless this Project Agreement provides that such consent or approval is to be given by such Party at its sole or absolute discretion or is otherwise qualified.

Section 3. General Scope of Project.

The general scope of work under this Project Agreement is for OUC and LYNX to partner to effectively plan for and execute an eBus electrification pilot program for up to 8 electric busses (“eBus Pilot Program”). As part of this eBus Pilot Program, LYNX will procure 8 busses to be customized with an approximate 440kWh battery systems. In addition, OUC will purchase, install and maintain at pre-determined locations, an agreed number of Charging Stations and associated charger management software, procured in accordance with Section 6, to support the deployment of the test busses into the local public transit service system. The Parties will use this eBus Pilot Program to begin to study real-world charging patterns, runtime analytics, and charging requirements for an eBus deployed for urban public transit use. The projected schedule for the eBus Pilot Program is attached hereto as Exhibit C and incorporated herein by this reference (“Project Schedule”).

Section 4. OUC Scope for eBus Pilot Program

(A) Battery Contribution

On or before October 1, 2020, OUC will pay LYNX the Battery Contribution for a 440kWh Battery System per bus for the initial 8 busses in the eBus Pilot Program (“Initial eBuses”). This payment will secure OUC’s first right of refusal for the acceptance of the Battery Systems at the end of Term.

(B) Charging Stations

On or before [] days after LYNX provides land rights necessary to do so, OUC shall purchase and install (with the procurement of which being conducted in accordance with Section 6), Charging Stations to support the operation of the initial eight buses in the eBus Pilot Program. OUC shall own and maintain the Charging Stations and LYNX will be billed on a monthly basis. Maintenance of the Charging Stations will include regular preventative maintenance as well as repair and replacement as a result of parts failures, damage, and

vandalism. Regular preventative maintenance will be performed or coordinated by OUC at its own cost. Repair and replacement will be performed or coordinated by OUC but the cost related thereto will be billed to LYNX on a time and materials basis and will be separately itemized on the invoice to LYNX. The Parties shall agree upon a maintenance schedule as well as response times for repairs. Although the Charging Stations will be owned by OUC, throughout their useful life or until disposition, they will be installed on LYNX property, they will be affixed to the ground, and they will be available solely for use by LYNX, and LYNX shall be deemed by the Parties to have constructive possession of the Charging Stations in order for it to have “satisfactory continuing control” over the Charging Stations as such terms is defined by FTA in its regulations or official guidance. OUC shall not remove or replace the Charging Stations without the prior approval of LYNX.

(C) **Consulting Time**

During the term of this Project Agreement, OUC and LYNX shall each provide internal subject matter experts to support the eBus Pilot Program. Each Party’s subject matter experts shall maintain time cards for the time devoted to the project. These hours will count as cost share or, to the extent that grant funds are available to compensate the Parties (in whole or in part) for the time of their subject matter experts, the grant funds will be allocated *pro rata* to each Party based upon the extent to which the cost of labor expended by such Party relates to the total cost of labor extended by both Parties.

(D) **Contribution to Cost of Initial Bus**

On or before the acceptance by LYNX of the first eBus, OUC will pay LYNX Thirty Thousand Dollars (\$32,000) to assist with the cost of such eBus.

Section 5. LYNX Scope

(A) **eBus Procurement**

On or before the Date indicated in the Project Schedule, LYNX shall procure the Initial eBuses. The Initial eBuses shall be designed to accept the Battery Systems and shall meet the specifications set forth in Exhibit D, attached hereto and incorporated herein by this reference.

(B) **Extended Warranty**

LYNX shall procure an Extended Warranty on the Battery Systems. The eBus Extended Warranty will provide that, for the duration of the Extended Warranty, Proterra will provide replacement 440kWh Battery Systems for the eBuses in the eBus Pilot Program.

(C) **Battery Decommissioning and Disposition**

When the Battery Systems then installed in each eBus reaches their end of useful life following expiration of the Extended Warranty and such Battery Systems are replaced by LYNX, LYNX will remove and offer to provide to OUC the Battery Systems at Residual Value. OUC shall at its option either reject the offer, take the offer and (i) properly dispose of the applicable Battery Systems, (ii) sell it for any available salvage value, or (iii) utilize them for further research. This covenant will survive the termination or expiration of this Project Agreement.

(D) **Advertising on eBuses**

LYNX currently permits the placement of advertisements for the City of Orlando on its buses in accordance with the program described on Attachment 1. It is contemplated that OUC, similar to the City of Orlando, may request that LYNX place OUC-related advertising on eBuses involved in the eBus Pilot Program. The content of such advertising will be subject to LYNX Administrative Rule 12 (pertaining to the placement of advertising on LYNX's transit vehicles, facilities, shelters and other property) and applicable municipal and county ordinances regarding advertising content. Prior to the placement of any such advertising on eBuses, the Parties will meet, together with the City of Orlando, to discuss how the Advertising Fee for such advertisements will be allocated as between OUC and the City of Orlando and how it will be

paid or credited to LYNX. LYNX may coordinate OUC advertising requests either directly or through a third-party contractor that handles advertising matters on behalf of LYNX.

(E) **LYNX Payment Structure eBus Pilot Program**

(1) **Charging Station Fee.** LYNX will pay to OUC during the Term of this Project Agreement (commencing on the Commission Date), a Charging Station fee, of \$8,237.67 per month ("Service Fee"). This Service Fee is for OUC to provide the services for Charging Stations for the Term of this Project Agreement. The initial monthly Service Fee payment will be due 30 days following the Commission Date.

(2) **Electric Bill.** The Charging Stations will be metered for billing purposes to record energy consumption under the eBus Pilot Program. Such energy consumption shall be billed to LYNX by OUC per its normal service tariffs and LYNX shall make payment monthly per OUC's applicable electric utility service policies.

(3) **Advertising Fee Offset.** Subject to any agreement to the contrary reached pursuant to Section 5(d) and memorialized in writing by the Parties, Service Fee and the service tariffs payment obligations hereunder shall be offset by any Advertising Fees charged to OUC for the placement of advertising on eBuses.

(4) **Project Savings.** In the event the actual cost of the goods and services furnished by OUC hereunder is less than the budgeted amount of \$1,200,000, the Parties will meet to discuss whether OUC should provide LYNX with a credit to offset amounts owed hereunder or if OUC should make additional contributions to the project, in either case, in an amount equal to the difference.

(F) **Real Estate for Charging Stations**

On or before [] days prior to the date on which the Charging Stations are needed to be in service, LYNX shall procure or otherwise provide to OUC the necessary land rights that the Parties mutually agree are needed to install the initial Charging Stations and any associated

equipment. These land rights may be in the form of easements, long term licenses or other forms of permission as the Parties mutually agree will support efficient and uninterrupted access to and operation of the Charging Stations.

Section 6. Procurement of Bus Charging Stations

As part of the activities contemplated under this Project Agreement, OUC will need to acquire Charging Stations and associated charger management software. Given LYNX's substantial experience and resources in the competitive procurement of goods and services under Federal Transit Administration regulations, OUC desires for LYNX to assist it in procuring such Charging Stations and associated charger management software in accordance with the following terms:

(A) The procurement of Charging Stations and associated charger management software will be conducted by LYNX on behalf of OUC. This means that while LYNX will facilitate the procurement process, the selection of a vendor will ultimately be made by OUC in its sole and absolute discretion. This also means that any contract that results from the procurement process will be between the selected vendor and OUC; and not LYNX.

(B) The procurement will be conducted in accordance with Federal Transit Administration requirements. To the extent that OUC's procurement requirements differ with those of the Federal Transit Administration, and the procurement is also subject to those differing requirements, LYNX and OUC will work together to incorporate or otherwise address those differing requirements in the procurement.

(C) LYNX's inside and outside legal counsels may work with the LYNX procurement department to facilitate the procurement process. OUC acknowledges and agrees that LYNX's inside and outside legal counsels only represent LYNX in connection with the procurement process.

(D) LYNX will work with OUC to develop a scope of services and request for proposals or similar solicitation document (the “Solicitation”) for Charging Stations and associated charger management software, which will be subject to the review and approval of OUC prior to issuance. It is also anticipated that LYNX and OUC will also work together to develop an independent cost estimate for the project and issue clarifications to the Solicitation as needed.

(E) Upon receipts of proposals or quotes to the Solicitation, such proposals or quotes will be forwarded to OUC. OUC will assign representatives to serve on a selection committee to evaluate the proposals or quotes received in response to the Solicitation. OUC will evaluate the proposals or quotes based upon the exercise of their sole and absolute discretion. LYNX will have no role in the selection process, although representatives of LYNX will be available to assist OUC in an advisory capacity.

(F) The procurement of Charging Stations and associated charger management software will be conducted by LYNX at no cost to OUC.

(G) In the event OUC desires for LYNX to assist OUC with the procurement of other equipment or services necessary to carry out to terms of this Project Agreement, and LYNX is willing to assist with such procurement, such procurement will be conducted in accordance with the process set forth herein unless otherwise agreed upon by the Parties.

(H) Following the award of a contract, LYNX will serve as a special grants project manager for OUC to assist with the administration of the contract as it relates to compliance with the terms of the FTA grant. In that role, LYNX will confirm and track compliance with FTA requirements, undertake customary audits of and make documentation requests from the contractor and recommend enforcement action to OUC for failure of the contractor to comply with FTA requirements associated with the grant.

Section 7. Access to Pilot Data

OUC and LYNX both have a need to collect and analyze data on the eBus Pilot Program, primarily focusing on bus use, battery health and charge management to help determine how to optimize electric charging demand curves, especially during peak events. LYNX will collect Pilot Data as defined below and OUC shall be provided full access, subject to LYNX's IT and other operational parameters, to utilize this Pilot Data in order to analyze its impacts on OUC's EV operational planning. The Parties have agreed to take the steps set out below to allow Pilot Data to be shared between them.

(A) Operational Data and Metrics

During the term of this Project Agreement, LYNX shall record and document data and information related to the eBus Pilot Program to share with OUC. LYNX shall make use of existing telematics devices (which record, among other things, routes, hours, miles and passenger count) or install additional telematics devices on each bus that collect data pertinent to the operation and health of the bus and the Battery Systems. Such information shall include eBus charging data, data on eBus routes and operations, eBus usage patterns, eBus charging cycles and patterns, Battery System operations, eBus auxiliary loads, passenger counts, alarms and other data and metrics which the Parties agree may be beneficial in analyzing the program, efficiencies, technology, electricity cost and lessons learned ("Pilot Data"). To the extent practicable (it being acknowledged that LYNX may not be able to establish user accounts for existing systems such as Computer Aided Dispatch and Automatic Passenger Counters), LYNX will provide OUC a minimum of two user accounts or licenses to any online portals or software for the tracking and collection of the Pilot Data (i.e. Viricity, APEX, etc.). Where LYNX is not able to provide user account or licenses, it will make the data from such systems available. OUC will also share with LYNX access to charging data and consumption data from any OUC controlled data collection. OUC will provide LYNX with 2 user accounts or licenses to any OUC controlled portals. While it is contemplated that OUC will be furnished only with data that

is accessible to LYNX and that LYNX is not required to obtain any specialized data for OUC, to the extent that LYNX undertakes the creation of a data record or obtains any specialized data, in either case, at the request of OUC and there is a cost associated with the creation of such record or obtaining such specialized data, OUC will participate in such cost as agreed upon by the Parties.

(B) **Data Transfer**

Subject to the terms of any licensing agreements with their respective third-party vendors, each Party will provide an automated information transfer from their respective data collection solution into the other Party's server. This solution will be set up to allow secure login capability for up to 2 users licenses for the applicable Party. LYNX shall establish an SFTP site for any data transfer that is not able to be automated. LYNX will pay for the licenses and software needed to set up the SFTP site and will maintain the system throughout the term of this Project Agreement. The accessing, collection and use of such data shall be subject to the terms of the Data-Sharing and Usage Agreement entered into by and between the Parties.

Section 8. Term and Termination.

The eBus Pilot Program is anticipated to run from the Commission Date of this Project Agreement until the twelfth anniversary of the Commission Date ("Term"). If this Project Agreement is terminated for any reason at any time before the end of the Term, the duties and obligations of the Parties relative to each other will depend upon which phase of the eBus Pilot Program the termination occurs. If for any reason this Project Agreement is terminated prior to the end of the Term, then the following shall apply:

OUC Duties:

- (A) OUC shall maintain the Charging Stations; and
- (B) OUC shall continue to provide Consulting Services until the Parties can complete an orderly transition of the Consulting Services in progress over to LYNX.

LYNX Duties:

(A) LYNX will collect and provide OUC access to the Pilot Data until termination or until 12 years after the Commission Date, whichever comes first; provided, however, that this requirement may be satisfied by LYNX providing OUC with a copy of such Pilot Data on a mutually acceptable medium; and,

(B) LYNX will continue to pay to OUC the Service Fee until 12 years after the Commission Date;

(C) LYNX shall continue to pay for the Charging Station energy consumption billed to LYNX by OUC per its normal service tariffs for so long as they are in use by LYNX; and,

(D) When the Battery Systems then installed in an eBus following expiration of the eBus Extended Warranty reaches their end of useful life and such Battery Systems are replaced by LYNX, LYNX will remove and offer to provide to OUC the Battery Systems.

17 Entire Agreement.

This Project Agreement and the Interlocal Agreement contains the agreement between OUC and LYNX with respect to the subject matter contained herein, and no representations, inducements, promises, agreements, oral or otherwise, not embodied herein shall be binding upon the Parties hereto. No modification, alteration or amendment of this Project Agreement shall be binding unless approved by the Board of each Party (as applicable) and approved in writing and executed by both Parties.

18 Applicable Law.

This Project Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of any conflict of laws' provisions thereof that would apply the laws of another jurisdiction. The Parties hereby submit to the jurisdiction of, and agree that venue for actions hereunder shall be, the U.S. District Court for the Middle District of Florida, if the U.S. District Court has jurisdiction, or, if the U.S. District Court does not have jurisdiction,

the Circuit Court of the State of Florida sitting in Orange County, Florida, and the Parties hereby waive any objection to venue in such courts and any objection to any action or proceeding on the basis of *forum non conveniens*.

19 Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage prepaid registered mail, or (iii) transmitted by a recognized overnight courier service to the receiving Party as follows, as elected by the Party giving such notice:

In the case of LYNX:

Central Florida Regional Transportation Authority
455 North Garland Avenue, Suite 500
Orlando, Florida 32801
Attention: William John Slot, Chief Innovation Officer
Tel.: (407) 254-6146

With a copy to:

Central Florida Regional Transportation Authority
455 North Garland Avenue, Suite 500
Orlando, Florida 32801
Attention: Maurice A. Jones, Manager of Procurement
Tel.: (407) 254-6057

In the case of OUC:

[]

Attention: []
Tel.: []
Fax: []

With a copy to:

[]

Attention: []
Tel.: []
Fax: []

All notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally, (ii) seven days after the date of posting if transmitted by mail, or (iii) the business day following delivery to the courier if transmitted by courier, whichever shall first occur. Any Party may change its address for purposes hereof by notice to the other Party.

20 Severability.

The invalidity or unenforceability of any provision or portion of this Project Agreement will not affect the validity of the remainder of this Project Agreement. If any provision of this Project Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to agree upon substitute provisions to carry out the purpose and intent of the invalid or unenforceable provision. If the economic or legal substance of the transactions contemplated hereby is affected in any manner adverse to any Party as a result thereof, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

21 Amendment.

This Project Agreement cannot be amended, modified or supplemented except by a written Project Agreement making specific reference hereto executed by the Parties.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered in the presence
of:

Notary Public

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock

General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY - APPROVED
AS TO FORM AND LEGALITY.

Attorney for OUC

Date: _____

Signed, sealed and delivered in the presence
of:

Notary Public

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: James Harrison, Esq, P.E.
Title: Chief Executive Officer

This Project Agreement has been
reviewed as to form by LYNX Legal
Counsel. This confirmation is not to
be relied upon by any person other
than LYNX or for any other purpose.

By: _____
Name: _____
Date: _____

LIST OF EXHIBITS AND ATTACHMENTS

*****Available on Request*****

EXHIBIT A - BATTERY SYSTEM SPECIFICATIONS
EXHIBIT B - CHARGING STATION SPECIFICATIONS
EXHIBIT C - PROJECT SCHEDULE/MILESTONES
EXHIBIT D - EBUS SPECIFICATIONS
EXHIBIT E - ADVERTISING FEE
ATTACHMENT 1 – CITY ADVERTISING PROGRAM

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. xii

To: LYNX Oversight Committee

From: Elvis Davales
Director Of Maintenance
Elvis Davales
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Execute a Contract to Purchase Seven (7) Proterra 35' Battery Electric Buses, Charging Equipment, and Related Items from Proterra, Inc. at a Not-to-Exceed Amount of \$6,955,364

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract to purchase seven (7) 35' battery electric buses, charging equipment, and related items from Proterra, Inc. at a not-to-exceed amount of \$6,955,364.

BACKGROUND:

On April 25, 2019, the LYNX Board of Directors authorized LYNX to submit a grant application to the Federal Transit Administration (FTA) for the FY2019 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program (Low-No), for LYMMO electric buses and charging equipment. LYNX included in the Project Implementation Strategy the selection of CTE to serve as project manager and to provide technical assistance throughout the project.

The Low-No funding opportunity released on March 21, 2019 authorizes an eligible recipient "to submit an application in partnership with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. If an application that involves such a partnership is selected for funding, the competitive selection process will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities." LYNX included as part of the project partnership the selection of Proterra, Inc. to supply the buses.

LYNX Oversight mmittee Agenda

The application was submitted to include the costs of charging stations and the incremental cost of purchasing seven (7) battery electric buses rather than diesel buses.

The budget submitted includes:

\$1,961,233	5339(c) funding request
\$1,750,000	5339 (c) local match
<u>\$3,634,131</u>	Other Federal Funds
\$7,345,364	Total Cost

A work order has been issued to the Center for Transportation and the Environment in the amount of \$390,000, leaving \$6,955,364 in the budget.

The local match is secured and is a combination of \$850,000 committed by the City of Orlando and \$900,000 committed by the Orlando Utilities Commission.

The FTA announced on July 26, 2019 \$84.9 million in grant selections, including \$1,961,233 for LYNX. This amount fully funds the LYNX request in the submission.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX's DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. DBE requirement is monitored by the Federal Transit Administration (FTA). Those transit vehicle manufacturers listed on FTA's eligible TVMs list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

FISCAL IMPACT:

The Approved FY2020 Capital Budget includes \$7,345,364 for the purchase of seven (7) 35' battery electric buses, charging equipment, and related items. LYNX has already committed \$390,000 for a consulting contract, leaving \$6,955,364 available for purchase of vehicles, charging equipment and related items.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. xiii

To: LYNX Oversight Committee

From: William Slot
Chief Innovation Sustain Off
William Slot
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Submit an Application to the Federal Transit Administration (FTA) for the FY2020 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program for Six (6) Electric Buses and Charging Infrastructure

Date: 4/23/2020

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 FY2020 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program in the amount of \$2,840,000 for six (6) electric buses and charging infrastructure.

BACKGROUND:

On January 30, 2020, the Federal Transit Administration (FTA) released a Notice of Funding Opportunity (NOFO) and availability of \$454.6 million in FY2020 FTA Section 5339 Bus and Bus Facilities Program competitive grant funding for transit bus projects. The Federal Transit Administration NOFO applications are due March 30, 2020.

The purpose of the Grants for Buses and Bus Facilities Program is to assist in the financing of buses and bus facilities capital projects, including replacing, rehabilitating, purchasing or leasing buses or related equipment, and rehabilitating, purchasing, constructing or leasing bus-related facilities. The Grants for Buses and Bus Facilities Program provides funds to designated recipients that allocate funds to fixed route bus operators, states, or local governmental authorities that operate fixed route bus service, and Indian tribes.

The Grants for Buses and Bus Facilities Program provides funds under 49 U.S.C. 5339(b)(1), to eligible applicants including designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. FTA will "consider the age and condition of buses, bus fleets, related equipment, and bus-

LYNX Oversight Committee Agenda

related facilities” in selecting projects for funding. FTA may prioritize projects that demonstrate how their proposed projects are consistent with the Rural Opportunities to Use Transportation for Economic Success (R.O.U.T.E.S.) and the Accelerating Innovative Mobility (AIM) initiatives.

A minimum of 10 percent of the amount awarded under the Grants for Buses and Bus Facilities Program will be awarded to projects located in rural areas. As required by 49 U.S.C. 5339(b)(8), no single grantee will be awarded more than 10 percent of the amounts made available. Eligible projects are capital projects to replace, rehabilitate purchase, or lease buses, vans, and related equipment, and capital projects to rehabilitate, purchase, construct, or lease bus-related facilities. The maximum federal share for projects selected under the Grants for Buses and Bus Facilities Program is 80 percent of the net project cost.

LYNX will submit an application for the following:

6 Electric Buses	@	\$800,000	4,800,000
Chargers, approximately			500,000
Total			5,300,000
FTA 5339 Share		54%	2,840,000
Other Federal		19%	1,000,000
Local Share: City of Orlando		18%	960,000
Local Share: OUC, approximately		9%	500,000
Total		100%	5,300,000

The City of Orlando has committed \$960,000 towards the local share for the buses. LYNX is currently working with the Orlando Utilities Commission for the cost of the chargers, as local contribution. This commitment is pending approval of the OUC board.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal is applicable for this activity. However, for bus purchases LYNX’s DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. DBE requirement is monitored by the Federal Transit Administration (FTA). Those transit vehicle manufacturers listed on FTA's eligible TVMs list, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.

FISCAL IMPACT:

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

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. xiv

To: LYNX Oversight Committee

From: Tiffany Homler Hawkins
Chief Administrative Officer
Tiffany Homler Hawkins
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Exercise the Second Option Year of the Federal Lobbying Services Contracts #16-C09 for an Amount Not to Exceed \$100,000

Date: 4/23/2020

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 the federal lobbying services Contracts #16-C09 for an amount not to exceed \$100,000.

BACKGROUND:

On April 14, 2016, the Governing Board approved the authorization to issue a contract for federal lobbying services covering a three (3) year base period with two (2) one-year options to Akerman, LLP.

Staff is now requesting authorization to exercise the second option year. Once exercised, the contract will expire on April 13, 2021. No options will remain after this date.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The Approved FY2020 Operating Budget includes \$110,000 Federal lobbying services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. xv

To: LYNX Oversight Committee

From: Albert Francis
Chief Financial Officer
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Approve the FY2019 Comprehensive Annual Financial Report (CAFR)

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Authorize Approval of FY2019 Comprehensive Annual Financial Report (CAFR).

BACKGROUND:

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

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$750,000 in Federal financial assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida single Audit Act, related to audits of State financial assistance. Pursuant to these Acts, LYNX's independent certified public accountants, Cherry, Bekaert, L.L.P., have conducted the audit for the fiscal year ended September 30, 2019. Ron Conrad, partner with Cherry, Bekaert, L.L.P., will be presenting the results of the audit.

The auditors have issued an unmodified "clean" opinion on both financial and compliance audits. The auditor's Management Letter Comments and Management's responses are included in the CAFR.

An unbound "draft" copy of the CAFR, which includes the audit report of Cherry, Bekaert, L.L.P. will be distributed under separate cover. The final report will be provided to each member of the Board at the March 26, 2020 Board Meeting.

LYNX Oversight Cmmittee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. xvi

To: LYNX Oversight Committee

From: Tiffany Homler Hawkins
Chief Administrative Officer
Tiffany Homler Hawkins
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Extend the Suspension of the Collection of Fares Through May 31, 2020

Date: 4/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the suspension of the collection of fares through May 31, 2020.

BACKGROUND:

In response to the national COVID-19 pandemic and the local "Stay at Home" orders by the City of Orlando, Orange and Osceola Counties and subsequently the State of Florida, LYNX instituted several measures to support the reduction of the spread of the coronavirus, including the following:

1. Elimination of fare collection on fixed-route and ACCESSLYNX
2. System-wide reduction of bus service
3. Rear-door bus boarding with the exception of customers with mobility challenges using the front door.

These measures have been critical in helping to ensure the safety of LYNX riders, Bus Operators and the general public during the COVID-19 pandemic. In order to support efforts to reduce the spread of COVID-19 by continuing physical distancing protocols, LYNX recommends continuing the fare suspension through May 31, 2020.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Oversight Cmmittee Agenda

FISCAL IMPACT:

The FY2020 Operating Budget included approximately \$2 million in customer fares per month.