Meeting Date: 7/25/2019 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.

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#### 2. Approval of Committee Minutes



Oversight Committee Meeting Minutes 06.27.19

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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. Committee Consent Agenda Items

Α.	Authorization to Purchase Twenty (20) Paratransit and Ten (10) Neighborlink Replacement Vehicles with Conversion Kits Allowing for Use of Compressed Natural Gas (CNG)	Pg <b>7</b>
В.	Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas (CNG) Replacement Buses	Pg <b>9</b>
C.	Authorization to Exercise Second Option Year of Contract 15-C11 with ADARide.com, LLC, for Functional Assessments and Travel Training	Pg 11
D.	Authorization to Release a Request for Proposal (RFP) for ADA Functional Assessment and Travel Training Conducted at LYNX Central Station	Pg 13
E.	Authorization to Exercise Second Option Year of Contract 15-C12 with Cherry Bekaert LLP for Auditing Services	Pg 15
F.	Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) Competitive Funding Opportunity for the Integrated Mobility Innovation (IMI) Demonstration Program on a LYNX Research and Demonstration Project in an Amount Not to Exceed \$4 Million	Pg 16

#### 7. Committee Action Items

Authorization to Enter into an Agreement with Shingle Creek

Pq 19



#### 8. Committee Discussion Items

Presentation of the Mobility Services Mitigation Items for FY20 Budget

Pg 37

#### 9. Committee Information Items

#### 10. Other Business

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

2<sup>nd</sup> Floor, Open Space Conference Room

Orlando, FL 32801

**DATE:** June 27, 2019

TIME: 10:30 a.m.

#### **Members in Attendance:**

Viviana Janer, Chair, Osceola County Renzo Natasi, Orange County Billy Hattaway, City of Orlando Libertad Acosta-Anderson, FDOT

#### **Members Absent:**

Jo Santiago, FDOT Lee Constantine, Seminole County

#### **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 May 23, 2019 Oversight Committee meeting minutes was made by Billy Hattaway and seconded by Renzo Natasi. Motion carried unanimously.

#### 3. Public Comments

No one requested to address the committee.

#### 4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer advised the committee of the consent agenda items that were on the agenda of which three of them were grant ratifications. Mr. Harrison explained that the ratifications were due to the timing of the grant applications and there will be further discussion as to whether the board would prefer a ratification or blue sheet item on the agenda.

The Action Agenda was related to the budget. LYNX recommended a final action on the reserves, and approval for an amendment to the 2019 Operating budget.

Mr. Harrison stated he would provide a presentation on ways that LYNX can specifically address some of the Paratransit costs at the next board meeting in July.

#### 5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Committee Chairperson addressed the committee with the items that were heard and approved at the Finance and Audit Committee meeting of June 13, 2019.

Ms. Clavijo reported that LYNX is working with Polk County, Lake County and Shingle Creek regarding the rate for FY2020.

Mr. Harrison stated that an agreement was sent to Shingle Creek and LYNX is awaiting a response from them.

The Finance and Audit Committee approved the final recommendation for the reserves. LYNX staff did a reconciliation on what was considered their unrestricted fund balance which is what is reflected in the fund policy and LYNX identified two million dollars additional funds that had been allocated to contingency which is presented for the Oversight Committee to review.

The Finance and Audit Committee approved moving forward with an amendment to the FY2019 Operating Budget.

The Finance and Audit Committee also moved to approve the meeting dates for the remaining year.

#### 6. Committee Consent Agenda Items

Chair Janer requested a motion to approve the five (5) consent agenda items:

- **A.** Authorization Ratification of a Grant Application to the Florida Commission for Transportation Disadvantaged (CTD) for the Fiscal Year 2019/2020 Trip and Equipment Funding Allocation and Adoption of Resolution #19-009.
- **B.** Authorization Ratification of a Grant Application to the Federal Transit Administration (FTA) FY19 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program in the amount of \$8,547,972 for Eight (8) Electric Buses, Twenty (20) Paratransit and Ten (10) NeighborLink Vehicles
- C. Ratification of a Grant Application to the Florida Department of Transportation (FDOT) FY19 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program for Rural Areas for Five (5) CNG Buses, Ten (10) Paratransit and Four (4) NeighborLINK Vehicles

- **D.** Authorization to Extend the Contract Year One to September 30, 2019 as well as Increase Contracts Not-to-Exceed Total from \$5,100,000 to \$7,900,000 for Purchase Transportation Services Provided by Transportation Network Company (TNC) for Mobility Services Through the End of FY2019.
- **E.** Authorization to Adopt the Amended and Restated Governing Plan and Trust Documents for the LYNX Money Purchase Plan

Renzo Natasi moved to approve. Billy Hattaway seconded. Motion passed.

#### 7. Committee Action Item

#### **A.** Final Recommendation on the Reserves

Bert Francis, Chief Financial Officer stated LYNX met the requirement for the current year in the Operations Reserve and has 1.9% contingency, it was recommend by the Finance and Audit Committee to leave the excess funds in contingency.

Mr. Francis illustrated a Power Point Presentation with a breakdown of the Operating and Capital Reserves.

Billy Hattaway moved to approve. Renzo Natasi seconded. Motion passed.

#### B. Request to Amend the FY2019 Operating Budget

Bert Francis, Chief Financial Officer, stated that one of the primary reasons for the change was due to the increase in Paratransit expenses driven by increased trips and increased settlement expenses.

Mr. Francis explained that LYNX will offset these expenses by adding additional revenue items and eliminating some expenses.

Mr. Francis provided an explanation of the changes of the revenues and expenses.

Billy Hattaway moved to approve. Renzo Natasi seconded. Motion passed.

#### 8. Other Business:

Jim Harrison reviewed the Board of Director's June 27, 2019 Agenda in detail.

The meeting adjourned at 10:59 a.m.

### **Certification of Minutes:**

I certify that the foregoing minutes of the June 27, 2019 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X			

Assistant

Oversight Committee Consent Agenda Item #6.A.

To: LYNX Oversight Committee

From: Norman Hickling

**Director Of Mobility Services** 

Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

**Item Name:** Request for Proposal (RFP)

Authorization to Purchase Twenty (20) Paratransit and Ten (10)

Neighborlink Replacement Vehicles with Conversion Kits Allowing for Use

of Compressed Natural Gas (CNG)

Date: 7/25/2019

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty (20) Ford Transit T350 paratransit vehicles and ten (10) E450 6.8L Gas - Odyssey NeighborLink replacement vehicles. These vehicles will be outfitted with appropriate lifts and seating securement systems to be ADA compliant. The replacement vehicles will be procured for a not-to-exceed amount of \$2,600,000. The replacement Paratransit vehicles will be purchased from Duval Ford, LLC using the FSA18-VEL26.0 Florida Sheriff's Association (FSA) Contract. The replacement NeighborLink vehicles will be purchased from Alliance Bus Group using the TRIPS-17-CA-ABG Transit Research Inspection Procurement Services Program (TRIPS) Contract.

#### **BACKGROUND:**

LYNX has an active fleet of one hundred seventy-five (175) paratransit vehicles and twenty-four (24) NeighborLink vehicles. The 20 Paratransit vehicles scheduled for replacement have exceeded their useful life, with an average of 319,403 miles per vehicle and over five years of service. NeighborLink vehicles to be replaced have an average of 317,578 per vehicle and over eight years of service. This vehicle replacement is part of LYNX Transit Development Plan (TDP). Upon arrival of the replacement vehicles, LYNX will retire a like amount of vehicles in accordance with Federal Transit Administration (FTA) guidelines.

Paratransit Vehicles	Quantity	Cost	Total	
From the FL Sheriffs Association (FSA Contract)				
Ford Transit Paratransit	20	70,000	1,400,000	
Includes ADA Upfit Kit, CNG Conversion and CNG Prep Package				

Paratransit Vehicle Cost		1,400,000

NeighborLink Vehicles	Quantity	Cost	Total		
From the "TRIPS" Contract					
TurtleTop Odyssey	10	120,000	1,200,000		
Includes Standard & Foldaway Seats, Q'Straint QRTMAX, 1000 lb. Lift,					
Freedman Tie-Downs, Electronic Destination Sign, and CNG Conversion					
NeighborLink Vehicle Cost			1,200,000		

#### **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION**

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

#### **FISCAL IMPACT:**

LYNX staff included \$6,071,753 in the FY2019 Adopted Capital Budget for the purchase of Paratransit vehicles and \$4,850,000 for the purchase of NeighborLink replacement vehicles.

Oversight Committee Consent Agenda Item #6.B.

To: LYNX Oversight Committee

From: Elvis Dovales

Director Of Maintenance

William Slot

**Technical Contact** 

Phone: 407.841.2279 ext: 6239

**Item Name:** Request for Proposal (RFP)

Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas

(CNG) Replacement Buses

Date: 7/25/2019

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty-five (25) 40' Low Floor CNG replacement buses for a not-to-exceed amount of \$15,000,000. These replacement buses will be purchased from Gillig, LLC using the P-18-005 State of Florida (SOF) Heavy Duty Buses Contract.

#### **BACKGROUND:**

LYNX has an active fleet of three hundred ten (310) buses, one hundred forty two (142), of which have met their useful life with an average of 679,188 miles per vehicle. This bus replacement is part of LYNX Transit Development Plan (TDP). Upon arrival of the replacement buses, LYNX will retire a like amount of buses in accordance with Federal Transit Administration (FTA) guidelines. The twenty-five (25) buses retired will be retained and placed in a contingency fleet to be used only for emergency purposes or unforeseen justified activities as sanctioned by FTA Circular 5010e and the LYNX Fleet Management Plan. This purchase is Grant funded and is part of the fixed route bus replacement plan.

Fixed Route Revenue Vehicles	Quantity	Cost	Total
From the State of Florida Heavy Duty Buses Contract			
40' CNG Package	25	600,000	15,000,000
Includes ZF Transmission, Fire Suppression System,			
and Trapeze Mentor (Ranger) ITS System			
Fixed Route Revenue Vehicle Cost			15,000,000

#### **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

#### **FISCAL IMPACT:**

LYNX staff has \$26,466,361 remaining in the FY2019 Adopted Capital Budget for Replacement Buses.

Oversight Committee Consent Agenda Item #6.C.

To: LYNX Oversight Committee

From: Norman Hickling

**Director Of Mobility Services** 

Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Exercise Second Option Year of Contract 15-C11 with

ADARide.com, LLC, for Functional Assessments and Travel Training

Date: 7/25/2019

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise option year two (2) of Contract 15-C11 with ADARide.com, LLC., for paratransit eligibility Functional Assessment and Travel Training (FATT).

#### **BACKGROUND:**

LYNX utilizes a Functional Assessment and Travel Training program to assist current and future paratransit customers in determining their capability of accessing our fixed route services or their need for paratransit services. Functional Assessments and Travel Training is provided to our customers, on a one-on-one basis, to evaluate their needs and abilities. These assessments and travel training allow us to ensure that the customer has reasonable accommodations and that the appropriate transportation services are provided for the customer. The Functional Assessment and Travel Training process also allows LYNX to provide training on how to use our fixed route services in an effort to enhance customer experience, provide an understanding of using public transportation, and ensure that the most appropriate and cost effective mode of transportation service is provided to the customer.

On July 23, 2015, the LYNX Board of Directors approved the award of Contract 15-C11 to ADARide.com, LLC, to perform in-person functional assessments and travel training. On May 24, 2018, the LYNX Board of Directors approved the option year one (1) extension to contract 15-C11.

ADARide.com partners with Select Physical Therapy to offer eight (8) locations throughout our service area for customer convenience.

ADARide.com, fee schedule for option year two (2) is as follows:

Cost per Functional Assessment \$128.30 Cost per Travel Training Hour \$63.02 Cost per No Show \$59.65

The option year one (1) contract expires August 15, 2019. The option year two (2) extension will expire August 15, 2020.

#### **FISCAL IMPACT:**

LYNX staff included \$120,000 in the FY2019 Adopted Operating Budget for functional assessment and travel training. The FY2020 Preliminary Operating Budget includes \$168,000 for these services.

Oversight Committee Consent Agenda Item #6.D.

To: LYNX Oversight Committee

From: Norman Hickling

**Director Of Mobility Services** 

Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Release a Request for Proposal (RFP) for ADA Functional

Assessment and Travel Training Conducted at LYNX Central Station

Date: 7/25/2019

#### **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 Paratransit Functional Assessment and Travel Training. The RFP will explicitly specify staff's goal to conduct Paratransit Functional Assessments and Travel Training at the LYNX Central Station (LCS) facility.

#### **BACKGROUND:**

LYNX utilizes Functional Assessment Travel and Training services to assist current and future paratransit customers in determining their capability of accessing our fixed route services or their need for paratransit services. Functional Assessment Travel and Training services works one-on-one with our customers to evaluate their needs and abilities. This service allows Mobility Services to ensure that clients have reasonable accommodations and that the appropriate transportation services are provided. The Functional Assessment and Travel Training services also allow LYNX Mobility Services to provide training on how to use fixed route services in an effort to enhance the customer experience, provide an understanding of using public transportation, and ensure that the most appropriate and cost effective mode of transportation service is provided to the customer.

By providing functional assessment and travel training services at the LYNX Central Station, staff will have greater control and oversight of the eligibility and training process and will enhance staff's ability to appropriately transition clients from costly paratransit service to considerably less costly fixed route and NeighborLink services. LYNX realizes a savings of approximately \$37 for each one-way passenger trip transitioned.

On May 26, 2010, the Board of Directors approved the award of Contract #10-R03 to ADARide to perform functional assessments and travel training.

On March 26, 2015, the Board of Directors authorized staff to issue a Request for Proposal (RFP) for Functional Assessment and Travel Training services. Three organizations submitted proposals, and, once again, ADARide.com was recommended to be awarded another contract. Contract 15-C11 was authorized by the Board of Directors on July 23, 2015, to ADARide.com LLC, which was executed on August 16, 2015.

#### **FISCAL IMPACT:**

LYNX staff included \$168,000 in the FY2020 Preliminary Operating Budget for functional assessment and travel training.

Oversight Committee Consent Agenda Item #6.E.

To: LYNX Oversight Committee

From: Albert Francis

Chief Financial Officer Leonard Antmann Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Exercise Second Option Year of Contract 15-C12 with

**Cherry Bekaert LLP for Auditing Services** 

Date: 7/25/2019

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise second option year of contract 15-C12 for auditing services with the firm of Cherry Bekaert LLP. The annual cost is a Not-To-Exceed of \$105,000.

#### **BACKGROUND:**

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 the audits of State Financial Assistance. Pursuant to these Acts, LYNX released a Request for Proposal to secure the services of an audit firm to perform audits of LYNX records.

At the July 23, 2015, LYNX Board of Director's meeting staff received authorization to award Contract 15-C14 to Cherry Bekaert LLP for Auditing Services for three (3) years with two (2) one-year options to renew, subject to annual funding availability.

The initial contract term expired on July 22, 2018. The first option year was approved at the May 24, 2018 Board of Directors meeting. This request is for the second option year.

#### **FISCAL IMPACT:**

LYNX Staff included \$105,000 in the FY2019 Adopted Operating Budget for professional services related to the independent audit service. Upon Board approval, the FY2020 budget will include an appropriate amount for professional services related to the independent audit service.

Oversight Committee Consent Agenda Item #6.F.

To: LYNX Oversight Committee

From: William Slot

Chief Innovation Sustain Off

Belinda Balleras
Technical Contact

Phone: 407.841.2279 ext: 6146

**Item Name:** Request for Proposal (RFP)

Authorization to Submit a Grant Application to the Federal Transit

Administration (FTA) Competitive Funding Opportunity for the Integrated Mobility Innovation (IMI) Demonstration Program on a LYNX Research and Demonstration Project in an Amount Not to Exceed \$4 Million

Date: 7/25/2019

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit an application to the Federal Transit Administration's (FTA) Competitive Funding Opportunity for the Integrated Mobility Innovation (IMI) Demonstration Program for a research and demonstration project in an amount not to exceed \$4 million.

#### **BACKGROUND**

On May 8, 2019, the Federal Transit Administration (FTA) released a Notice of Funding Opportunity (NOFO) announcing the availability of \$15 million in Fiscal Year (FY) 2017 and 2018 FTA research funds. The \$15 million will fund solutions in one or more of the three areas: Mobility on Demand (MOD), Transit Automation, and Mobility Payment Integration. The FTA may make multiple awards and award to multiple project teams in each of the following areas.

1. MOD Sandbox Demonstration (\$8 million available)

FTA's Mobility on Demand (MOD) initiative envisions improved mobility through a traveler-centric approach that leverages innovations in technologies, service methods, and business models. FTA's MOD Sandbox Demonstrations provide a venue for integrated MOD concepts and solutions—supported through local partnerships—demonstrated in real-world settings.

2. Transit Automation (\$5 million available)

The transit industry is increasingly interested in the potential applications and benefits of automation, including safety and operational improvements, cost savings, and new forms of

transit service that provide increased mobility, flexibility, and convenience. Additionally, an initial analysis confirmed there are several partial automation applications with a clear business case for transit agency investment. The goal is to advance transit readiness for automation.

#### 3. Mobility Payment Integration (\$2 million available).

The Mobility Payment Integration (MPI) research area was developed from FTA's recognition of the emergence and rapid evolution of the mobility payment marketplace, its importance in managing and integrating mobility, and ultimately, its overall influence on mobility outcomes. Payment integration will enable the full use and coordination of public-sector and private-sector mobility resources to expand mobility options. In keeping with FTA's commitment to equity and accessibility, payment integration solutions funded under this NOFO will address universal usability by all people, including those with disabilities as well as those who are under-banked or unbanked.

Eligible activities include all activities leading to the demonstration, such as planning and developing business models, obtaining equipment and service, acquiring or developing software and hardware interfaces to implement the project, operating the demonstration, and providing data to support performance measurement and evaluation.

Where applicable, eligible projects should consider how to address accessibility for persons with disabilities, including persons who use wheelchairs, and for older riders, affordability for individuals with lower incomes, impacts on the local community, broad access to mobility options for all travelers, as well as payment options that can accommodate all users, including the unbanked and underbanked. Planning activities should ensure that all stakeholders are involved, including people with disabilities. Eligible demonstrations will consist of a minimum 12-month field test and must be implemented and operational within 12 months of project award. Applications are due August 6, 2019. LYNX intends to address two of the three areas by incorporating the following elements into a project proposal, in partnership with both public and private sector partners:

**Mobility on Demand -** A Mobility on Demand service will be developed to enable all transportation options, for specific trips at specific times, to be presented to the traveler. Data will be real time, providing full support for spontaneous travel decisions and allowing the appropriate measures to ensure that trip chains remain unbroken. Services to be incorporated into the approach will be both public and private and incorporate scheduled transit services, flexible demand actuated transit, paratransit, human services transit and Transportation Network Companies. Non-motorized options will also be incorporated. Information delivery channels will support smart phone users and those without access to smart phones.

**Automation** – This area will not be addressed as part of the application as the total available for awards is \$5 million. LYNX is pursing automation through other grant opportunities.

**Integrated payment systems** - Building on legacy systems and prior experience, the plan will be to build an integrated payment systems framework that incorporates existing systems while creating new opportunities for electronic payment. Payment opportunities will include transit,

tolls, parking and utilities. This will also form the basis for conductivity required to support a two-way dialogue between transportation service providers and travelers, providing the foundation for a smart city.

The research and demonstration funding application is in an amount not to exceed \$4 million. The federal share of project costs under this program is limited to 80 percent. If awarded, the LYNX cost share, a minimum of 20% will come from public and private partnerships.

Led by LYNX, the partnership will include regional public sector partners potentially including the City of Orlando, Florida Department of Transportation District 5, Mears Transportation, Infinite Computer Solutions Group, Inc., and Bob McQueen and Associates. Additional relevant private sector partners may be identified and also be included.

#### **FISCAL IMPACT:**

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

#### Oversight Committee Action Item #7.A.

To: LYNX Oversight Committee

From: Albert Francis

Chief Financial Officer Leonard Antmann Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Enter into an Agreement with Shingle Creek

Date: 7/25/2019

#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to approve a Bus Service Agreement with Universal Boulevard Property Owners Association, Inc. at a rate per service hour adjusted to a budgeted cost each Fiscal Year.

#### **BACKGROUND:**

LYNX has provided Bus Service for many years at a flat rate per hour without any adjustments. This agreement would bring the rate per hour in line with the FY2019 budgeted total cost per hour for fixed route service. The agreement would provide for annual adjustments to the new budgeted total cost per hour as approved by the Board of Directors each fiscal year.

#### **FISCAL IMPACT:**

LYNX staff would adjust the preliminary FY2020 Operating budget by an increase in Contract Revenue of approximately \$300,000.

#### **BUS SERVICE AGREEMENT**

by and between

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

and

### UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

(the Association)

relating to the providing of bus service in the International Drive, Orange County, Florida, area

August 1, 2019

### **TABLE OF CONTENTS**

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

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### **Schedule of Exhibits**

Exhibit "A" - Sketch of POA Area

Exhibit "B" – Description of Service or Bus Route Exhibit "C" – Schedule of Service Times and Stops

Exhibit "D" - Schedule of Fee Payments

#### **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the "<u>Agreement</u>") made and entered as of this 1<sup>st</sup> day of August, 2019, by and between:

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

and

**UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.,** a Florida non-profit corporation, with a registered office at 9751 Universal Boulevard, Orlando, Florida 32819 (hereinafter referred to as "**Association**").

The Association and LYNX shall sometimes each be referred to collectively as the "parties".

#### WITNESSETH:

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

**WHEREAS**, the Association is a property owners association formed for the purpose of providing various services to a certain geographic area in the International Drive area, Orange County, Florida, and which geographic area is generally described and set forth in **Exhibit "A"** attached hereto (the "**POA Area**"); and

**WHEREAS**, the Association and its members desire and have a need for public transportation service in certain portions of the POA Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the POA Area; and

**WHEREAS**, the Parties previously entered into an agreement dated August 25, 2006 (the "**Prior Agreement**") regarding LYNX establishing one or more additional "bus links" in the POA Area to provide additional public bus transportation; and

**WHEREAS**, the parties wish to terminate the Prior Agreement and replace it with this current Agreement, LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

**Agreement** shall mean this Bus Service Agreement, as the same may be

amended from time to time.

**Association** shall mean Universal Boulevard Property Owners Association,

Inc.

**Bus Service** shall mean the revenue bus service to be provided by LYNX in

and to the Service Area as set forth in this Agreement.

<u>Cost of Bus Service</u> shall mean the cost incurred by LYNX to provide the Bus

Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an hourly rate of \$95.52 which includes fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as

provided in paragraph 3 below.

**FDOT** shall mean the Florida Department of Transportation.

**FEES** shall mean the fees to be paid to LYNX by the Association for

providing the Bus Service as set forth and described in

paragraph 5 below.

**FTA** shall mean the Federal Transit Administration.

Bus Service Service and the actual hours of Bus Service) to provide the Bus

Service for each and every month during the term of this

shall mean the cost incurred by LYNX (based on the Cost of Bus

Agreement.

**Monthly Cost of** 

**POA** shall mean the Association, as the property owners association.

**POA Area** shall mean the area for which the Association was formed as a

property owners association, as described and set forth in

Exhibit "A" attached hereto.

<u>Service Area</u> shall mean the area indicated in <u>Exhibit "A"</u> attached hereto.

**Service Schedule** shall mean the frequency, times and stops for the Bus Service to

be provided by LYNX, as set forth and described in paragraph 5

below

**Term** shall mean the term of this Agreement, as set forth in

paragraph 3 below.

- 2. **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the Association to the extent LYNX can accommodate such needs:
- (d) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.; and
- 3. <u>TERM</u>. This Agreement shall be effective on August 1, 2019 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2019 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in <u>Exhibit "A"</u> attached hereto. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

#### 4. **TERMINATION**.

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Association's or LYNX's right to remedies at law or to damages. At the sole option of the Association, if Orange County enters into an agreement with LYNX, Association may terminate this agreement and join the agreement entered into with Orange County.

- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "B"</u> is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is subject to all the terms of this Agreement.
- 6. **PAYMENT FOR BUS SERVICE**. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Association paying to LYNX the Net Monthly Cost of Bus Service. Net In that regard, the parties do hereby agree as follows:
- (a) Within thirty (30) days after the end of each and every month, LYNX shall send to the Association an invoice for said month, which would show for that month the required actual payment to be made to LYNX. The Association shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- (b) For the purpose of invoicing the Association, invoices and related matters will be sent to the Association or received in person at the following address:

Mr. Mark Watson Universal Boulevard Property Owners Association, Inc. 9751 Universal Boulevard Orlando, Florida 32819

- (c) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- (d) This agreement shall not obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
- 7. **<u>DEFAULT</u>**. In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:
- (a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.
- (b) The sole remedies available to the Association in the event of a default hereunder shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit "C"**.

- 8. <u>ACCESS OVER PRIVATE PROPERTY</u>. If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Association shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.
- 9. <u>INDEMNIFICATION</u>. The Association shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Association or any of its Members, or any of their employees or agents.
- 10. **BOND**. The Association shall not be required to furnish the Owner with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX the Security Deposit as set forth above.
- ADVERTISING. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- (b) LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

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

- 12. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 13. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Association under this Agreement shall be that of an independent contractor and not an agent.
- 14. **NO THIRD PARTY BENEFICIARY**. This Agreement is solely between the parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third Party beneficiary or otherwise.
- 15. **NOTICE**. Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Warren Hersh, Interim Manager of Procurement

LYNX

455 North Garland Avenue Orlando, Florida 32801

with a copy to: James E. Harrison, Esq., P.E. Chief Executive Officer

LYNX

455 North Garland Avenue Orlando, Florida 32801

As to the Company: Universal Boulevard Property Owners Association, Inc.

9751 Universal Boulevard Orlando, Florida 32819 Attn: Mr. Marc Watson

with a copy to: Broad and Cassel

390 North Orange Avenue, Suite 1400

Orlando, Florida 32801 Attn: Deborah H. Johnson

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

- 16. <u>GOVERNING LAW</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each Party expressly waives any right to a jury trial.
- 17. <u>COSTS AND ATTORNEYS' FEES</u>. In the event a dispute arises between the parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees, including its reasonable costs and attorneys' fees in any appellate action involving such suit.

#### 18. MISCELLANEOUS CLAUSES.

(a) <u>Sovereign Immunity</u>. Each Party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.

- (b) <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- (c) <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (f) <u>No Restrictions As To Other Service</u>. Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the OA Area, whether adding or dropping service.
- (g) <u>Benefits of Service</u>. The Payments to be paid by the Association to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (h) <u>Governing Law</u>. This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- (i) <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (j) <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (k) <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

- (l) <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (m) <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the Association such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- (n) <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Association is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Association. Thus, for example, if the Association should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.
- (o) <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.
- (p) <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like
- 19. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 20. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the

services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

21. **PRIOR AGREEMENT**. This Agreement replaces and supersedes in its entirety the Prior Agreement.

[Signatures Begin On Following Page]

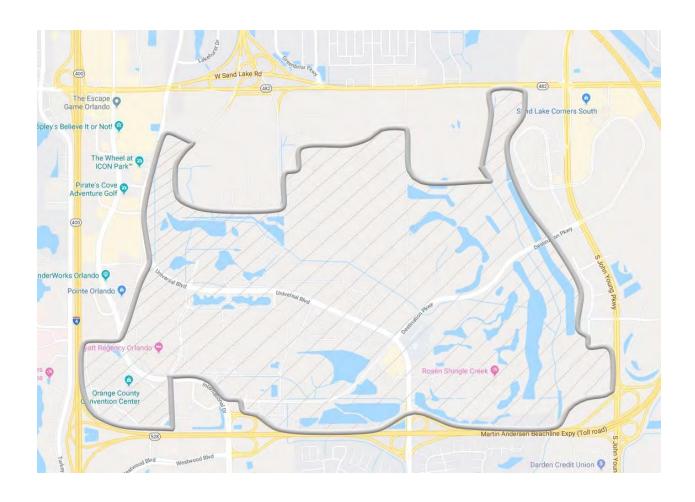
**IN WITNESS WHEREOF**, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

# UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

By:
By:(Signature of Authorized Official)
(Print Name and Title of Person Signing)
Dated:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
By:
James E. Harrison, Esq., P.E. Chief Executive Officer
Approved as to form only by General Counsel; for sole reliance by LYNX
AKERMAN LLP
By:
James Goldsmith

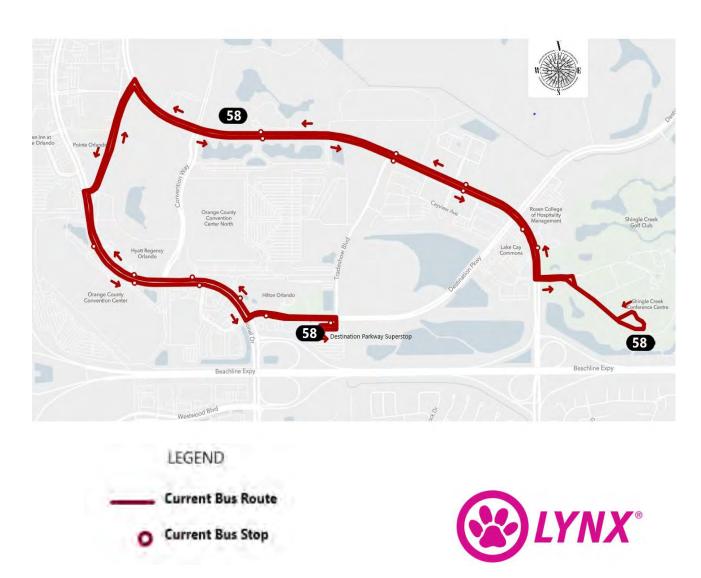
### EXHIBIT "A"

### **Sketch of POA Area**



#### EXHIBIT "B"

### **Description of Service or Bus Route**



Link 58 begins service at Destination Parkway Superstop, upon exiting the terminal, left turn on Destination Parkway to International Drive, right on International Drive to Pointe Plaza Blvd., right on Pointe Plaza Blvd. to Universal Blvd., right on Universal Blvd. to Shingle Creek Resort, left turn into the parking lot entrance to the bus stop located in the rear of the Convention Area building.

From Shingle Creek, Link 58 exits the resort to Universal Blvd., right on Universal Blvd. to Pointe Plaza Blvd., left on Pointe Plaza Blvd. to International Drive, left on International Drive to Destination Pkwy, left on Destination Pkwy. to Tradeshow Blvd, left turn into Destination Parkway Superstop terminal.

### EXHIBIT "C"

### **Schedule of Service Times and Stops**

### Link 58 Shingle Creek Circulator Effective: April 28, 2019

### Operates Daily (Monday - Sunday)

		berates saint	monday		
	Destination	Shingle	Shingle	Destination	
	Parkway	Creek	Creek	Parkway	
Pull-Out	Superstop	Arrive	Depart	Superstop	Pull-In
5:59AM	6:29 AM	6:40 AM	7:00 AM	7:13 AM	
	7:14	7:25	7:30	7:43	
	7:44	7:55	8:00	8:13	
	8:14	8:25	8:30	8:43	
	8:44	8:55	9:00	9:13	
	9:14 AM	9:25 AM	9:30 AM	9:43 AM	10:08 AM
1:14 PM	1:44 PM	1:55 PM	2:00 PM	2:13 PM	
	2:14	2:25	2:30	2:43	
	2:44	2:55	3:00	3:13	
	3:14	3:25	3:30	3:43	
	3:44	3:55	4:00	4:13	
	4:14	4:25	4:30	4:43	
	4:44	4:55	5:00	5:13	
	5:14	5:25	5:30	5:43	
	5:44 PM	5:55 PM	6:00 PM	6:13 PM	6:38 PM
9:44 PM	10:14 PM	10:25 PM	10:30 PM	10:43 PM	
	10:44	10:55	11:00	11:13	
	11:14 PM	11:25 PM	11:30 PM	11:43 PM	12:08 AM

#### EXHIBIT "D"

#### **Schedule of Fee Payments**

# Link 58 Shingle Creek Service Costs

Effective: August 1, 2019

-		1	
1)	21	ı	<b>T7</b>
IJ	aı	1	ν.

AM Peak Start	6:29 AM
AM Peak End	9:43 AM
AM Peak Hours	3.23
Deadhead	0.92
AM Peak Platform Hours	4.15

MID-DAY Start	No Mid-day Service
MID-DAY End	No Mid-day Service
MID DAV Hours	0.00

MID-DAY Hours0.00Deadhead0.00MID-DAY Platform Hours0.00

PM Peak Start	1:44 PM
PM Peak End	6:13 PM
PM Peak Hours	4.48
Deadhead	0.92
PM Peak Platform Hours	5.40

NIGHT Start	10:14 PM
NIGHT End	11:43 PM
NIGHT Hours	1.48
Deadhead	0.92
NIGHT Platform Hours	2.40

Single Day Total Platform Hours	.95
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Dave to Operate	(Figure Voor 2010)	265
Days to Operate t	(Fiscal Year 2019)	303

Total Fiscal Year 2019 Platform Hours 4,361.75

Hourly Cost \$95.52

### **Total Fiscal Year 2019 Operating Cost**

\$416,634.36

**NOTE:** Although the above is for the entire 2019 Fiscal Year, it will be prorated for the period from August 1 through September 30, 2019. A new Schedule of Fee Payments will be provided for Fiscal Year 2020.

### Oversight Committee Discussion Item #8.A.

To: LYNX Oversight Committee

From: Norman Hickling

Director Of Mobility Services

Selita Stubbs

**Technical Contact** 

Phone: 407.841.2279 ext: 6169

Item Name: Presentation of the Mobility Services Mitigation Items for FY20 Budget

Date: 7/25/2019

Presentation regarding current status of Mobility Services program and budget mitigation items for FY20 budget period.