

LYNX Finance & Audit Committee Agenda

Meeting Date: 9/25/2018
Meeting Time: 9:30 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.

1. Call to Order

2. Approval of Committee Minutes



Finance Committee Minutes - July 19, 2018

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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 Financial Officer Report

5. Committee Action Items



A. Authorization to Amend the No Show Policy for Paratransit and Neighborlink Services

Pg 7

-Attachments



B. Authorization to Amend the Existing Contract for ACCESSLYNX Paratransit Services with MV Transportation Inc., to Reflect an annual Fixed Price Fee of \$19,200,000

Pg 13

-Attachments



C. Recommendation of Authorization to Adopt LYNX FY2019 Proposed Operating and Capital Budgets

Pg 22

-Attachments



D. Presentation on LYNX Reserve Status












Pg 45

-Attachments



E. Authorization to Solicit FY2019 Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program

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|----|---|--------|
| F. |  Authorization to Execute METROPLAN Orlando's FY2018-2019 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged in the Amount of \$618,120 | Pg 67 |
| | -Attachments  | |
| G. |  Board Ratification on Grant Applications Submitted to the Florida Department of Transportation (FDOT) Public Transportation Emergency Relief Program for Resilience Projects | Pg 82 |
| | -Attachments   | |
| H. |  Authorization to Enter into a Sole Source Agreement with Trapeze for the Conversion of the bus fleet to a single Computer Aided Dispatch / Automatic Vehicle Locator (CAD/AVL) System for an Amount Not to Exceed \$656,641 | Pg 91 |
| | -Attachments  | |
| I. |  Authorization to Issue a Purchase Order to SPX d/b/a Genfare for Procurement of Fast Fare Fareboxes and Paratransit Validators for Acceptance of Fare from Cash, Smart Cards, and Mobile Ticketing for an Amount Not to Exceed \$5,663,541.57 | Pg 106 |
| J. |  Authorization to Waive Collective Bargaining and Approve Amendment to Eliminate Interest on the Return of Participant Contributions in the Amalgamated Transit Union (ATU) Local 1596 Pension Plan | Pg 109 |
| | -Attachments   | |

6. 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
Finance and Audit Committee Meeting Minutes

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

DATE: July 19, 2018

TIME: 2:00 p.m.

Members in Attendance:
Michelle McCrimmon, City of Orlando
Jo Santiago, FDOT, 5th District
Kurt Petersen, Orange County

Staff in Attendance:
Edward Johnson, Chief Executive Officer
Bert Francis, Chief Financial Officer
Tiffany Homler, Chief Administrative Officer
Thomas Stringer, Chief Operations Officer
Leonard Antmann, Director of Finance
Kim Forbragd, Manager of Financial Planning &
Budgets
Chris Plummer, Manager of Financial Reporting

Members Absent:
Amanda Clavijo, Osceola County

1. Call to Order

Vice-Chair Michelle McCrimmon called the meeting to order at 2:06 p.m.

2. Approval of Minutes

Vice-Chair McCrimmon requested a motion for approval of the Finance & Audit Committee minutes from the May 21, 2018, Finance & Audit Committee meeting. Motion to approve the May 21, 2018 minutes was made by Kurt Petersen, seconded by Jo Santiago and unanimously adopted. The minutes were approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial **Officer's Report**

Vice-Chair McCrimmon recognized Bert Francis, LYNX Chief Financial Officer. Mr. Francis stated that his comments will be reflected as we go through the agenda.

5. Committee Discussion Items

A. Discussion and Presentation Regarding LYNX Fuel Hedging Program

Mr. Francis introduced Frank Wan from Burgess Chambers and David Jang from Water Walker Investments. Mr. Wan explained the volatility of oil prices. Mr. Jang explained the fixed-price swap and explained how he provides a service to LYNX. Mr. Wan suggested that LYNX use dollar cost averaging to avoid being completely locked in, instead of buying one year out. Mr. Francis stated that we will see more savings as we become more efficient with CNG and electric vehicles.

B. FY2018 3rd Quarter Financial Report - October 2017 to June 2018

Vice-Chair McCrimmon recognized Bert Francis who made a presentation. On the fixed-route side, customer fares are down, but interest income and advertising are up. Paratransit customer fares are down about five percent, but our biggest shortfall is on contractual services. We continue to look at the trips that are TD billing. When fixed-route and paratransit are added together, combined fares are slightly below budget. The TD and the purchase transportation are a little higher than we thought. Discussion ensued regarding paratransit ADA and TD.

6. Committee Action Items

A. FY2019 Proposed Capital Budget

Mr. Francis presented the proposed capital budget for FY2019. We did not use all of the money in FY2018, so some of this money is rollover to FY2019. Discussion ensued over whether this committee made a motion on the preliminary FY2019 Operating Budget. Motion to approve the preliminary FY2019 Operating Budget and the FY2019 proposed Capital Budget and send to Oversight Committee and Board of Directors was made by Kurt Petersen, second by Jo Santiago. Motion passed unanimously.

B. Authorization to Apply for and Administer the Florida Commission "Local Program Administrative Support" Grant on behalf of MetroPlan Orlando

Vice-Chair McCrimmon recognized Tomika Monterville, Director of Planning & Development. Ms. Monterville explained how this grant would supplement our ADA and Transportation Disadvantaged programs. Vice-Chair McCrimmon asked Ms. Monterville to continue with item C., since the items are closely related, and the committee would make one motion for both items.

C. Authorization to Enter into a Planning Grant Agreement with MetroPlan Orlando to Fulfill the Requirements of the Grant Agreement

Ms. Monterville continued with this item. This grant is for \$106,000. The fiscal impact will be updated to show the correct amount. Motion to Apply for and Administer the Florida Commission "Local Program Administrative Support" Grant on behalf of MetroPlan Orlando and Authorization to Enter into a Planning Grant Agreement with MetroPlan Orlando to Fulfill the Requirements of the Grant Agreement was made by Jo Santiago, second by Kurt Petersen. Motion passed unanimously.

D. Authorization to Exercise the Second Option Year of Contract #14-C28 to Enterprise Leasing Company of Orlando, LLC for Vanpool Support

Vice-Chair McCrimmon recognized Matt Freidman, Director of Marketing, to make the presentation. Mr. Freidman gave a brief overview of the Van Pool program. Motion to Exercise the Second Option Year of Contract #14-C28 to Enterprise Leasing Company of Orlando, LLC for Vanpool Support was made by Jo Santiago, second by Kurt Petersen. Motion passed unanimously.

E. Authorization to Release a Request for Proposal (RFP) to Procure Consultants and Services for Autonomous Vehicles specific to the BRT/LYMMO Routes

Vice-Chair McCrimmon recognized Tomika Monterville, Director of Planning & Development. Ms. Monterville explained that this is with MetroPlan and the City of Orlando. Mr. Johnson stated that technology is changing every day. We want to make sure that we are not locked into a specific technology. Ms. Monterville explained that the money would be used to obtain a consultant to help design a concept of operations. This concept will state where we can operate autonomous vehicles, and is connected to the Star program. Authorization to Release a Request for Proposal (RFP) to Procure Consultants and Services for Autonomous

Vehicles specific to the BRT/LYMMO Routes was made by Jo Santiago, second by Kurt Petersen. Motion passed unanimously.

7. Other Business

Mr. Johnson explained that in June 2018, the Commission for Transportation Disadvantaged did a review of the Transportation Disadvantaged program at LYNX. There was one finding from that review that one trip was listed as Transportation Disadvantaged, but it should have been listed as ADA funding. The Transportation Disadvantaged commission stated that all TD monies should be used as a last resort. The commission also stated that we should create a policy and procedure manual and a cost allocation plan for TD. This study was for FY2018.

The meeting adjourned at 3:49 p.m.

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.A.

To: LYNX Finance & Audit Committee

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Selita Stubbs
(Technical Contact)
Rose Hernandez
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Amend the No Show Policy for Paratransit and Neighborlink Services

Date: 9/25/2018

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to adopt a No Show Policy for Paratransit and Neighborlink Services.

ACCESS LYNX is a shared ride paratransit service under Central Florida Regional Transportation Authority, d/b/a LYNX. The program provides service for eligible individuals who are not able to use the regular bus service (also called "fixed route") because of various limitations.

The U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) circular (FTA C 4710.1) allows ACCESS LYNX to suspend, for a reasonable period of time, the provision of paratransit service to riders who establish a pattern or practice of missing scheduled trips, also known as "no-shows." ACCESS LYNX incurs the entire cost of the service when a vehicle is sent to a customer's location and the customer does not ride. ACCESS LYNX provides its services only by using federal, state, and local funds, plus the fare charged to each customer. As a good steward of public funds, ACCESS LYNX has an obligation to ensure minimum wasted expenses.

MOBILITY SERVICES NO SHOW POLICY/PROCEDURE	Policy Number:
SUBJECT:	EFFECTIVE DATE:
SIGNATURE OF APPROVAL:	REVISION NUMBER: REPLACES:
Edward L. Johnson Chief Executive Officer, LYNX	APPROVED DATE:

OBJECTIVE:

The Central Florida Regional Transportation Authority d/b/a LYNX (hereinafter, the "Authority" or "ACCESS LYNX") was created by Part III, Chapter 343, Florida Statutes, to own, operate, maintain and manage a public transportation system in the area of Seminole, Orange, Osceola Counties, and to adopt such policies as may be necessary to govern the operating of a public transportation system and public transportation facilities. The Chief Executive Officer is authorized to establish and administer such policies. Therefore, it is necessary to establish a No Shows in ADA Paratransit policy.

AUTHORITY:

Authority for this policy and procedure are as follows:

- Florida Statutes, Title XXVI, Chapter 343, Part III
- Administrative Rule 2, Board Governance (By Laws), Rule 2.6 Policies and Procedures
- Department of Transportation (DOT) Americans with Disabilities Act (ADA) Paratransit Regulations, 49 C.F.R. Part 37

1. INTRODUCTION

Mobility Services - ACCESS LYNX is a shared ride paratransit service under Central Florida Regional Transportation Authority, d/b/a LYNX. The program provides service for eligible individuals who are not able to use the regular bus service (also called "fixed route") because of various limitations.

2. OVERVIEW

The U.S. Department of Transportation (DOT) Americans with Disabilities Act (ADA) circular (FTA C 4710.1) allows ACCESS LYNX to suspend, for a reasonable period of time, the provision of paratransit service to riders who establish a pattern or practice of missing scheduled trips, also

known as "no-shows." ACCESS LYNX incurs the entire cost of the service when a vehicle is sent to a customer's location and the customer does not ride. ACCESS LYNX provides its services only by using federal, state, and local funds, plus the fare charged to each customer. As a good steward of public funds, ACCESS LYNX has an obligation to ensure minimum wasted expenses.

3. DEFINITIONS

- a. Late Cancellation -- A "late cancellation" includes (i) a cancellation made less than one [1] hour before the scheduled pickup time; (ii) a cancellation that the customer makes at the door; or (iii) the customer's refusal to board a vehicle that has arrived within the pickup window. Each of these relates only to actions with the individual rider's control and not any errors by the transit agency (including the agency's late arrival).
- b. No Show -- A "No Show" occurs when (i) a rider fails to board the vehicle for a scheduled trip when the vehicle arrives at the scheduled pickup location within the pickup window and the driver waits (or has waited) at least five [5] minutes; or (ii) the rider makes a late cancellation. "No show" occurrences will be assessed based only on those actions within the control of the individual rider. As such, transit agency errors (including late arrivals outside the pickup window) will not result in a "No Show" occurrence.
- c. Pickup Window -- The "pickup window" is defined as 30 minutes after the scheduled pickup time. Riders must be ready to board a vehicle that arrives within the pickup window. The driver will wait for a maximum of five [5] minutes within the pick-up window for the rider to appear.
- d. Subscription Service -- A "subscription service" is any trip that occurs every week, originates and terminates at the same scheduled location, at the same hour each day, and extends over a period of thirty (30) days.
- e. Casual Demand Trip Service -- The "casual demand trip service" includes trips that are scheduled one (1) day prior to the expected date and time of travel.
- f. Offense -- An "offense" is defined as five (5) or more No Show/late cancellation occurrences in one calendar month.

4. NO SHOWS / LATE CANCELLATIONS

To cancel a trip, customers must notify ACCESS LYNX at least one (1) hour before the scheduled pick-up time. **Late cancellations are considered "No Show" occurrences and will be subject to the suspension guidelines.** Riders must cancel each leg of a trip separately.

a. Offenses Triggering Suspension

The first offense will trigger ACCESS LYNX to identify the rider and send a warning letter. If the No Show occurrences are 50% or more of the rider's total scheduled trips, a three (3) day suspension will be triggered. The customer will be notified in writing of the suspension.

The second offense within the calendar year will trigger ACCESS LYNX to identify the rider and generate a letter. If second offense is 25% or more of the rider's total scheduled trips, a seven (7) day suspension will be triggered. The customer will be notified in writing of the suspension.

The third offense within one calendar year will trigger a ten (10) day suspension and/or loss of subscription service. ACCESS LYNX will review the customer's No Show history for the calendar year and will re-evaluate services for the customer. A final termination letter will be sent to the customer.

Four consecutive months in which the rider schedules a trip without a single No Show, late cancellation, or cancel at the door occurrence will clear a rider from past offenses and start anew.

The suspension of service with regard to each offense level is subject to the appeal process outlined in this policy.

b. No Rider Stranded

When ACCESS LYNX takes a rider to a destination, the rider won't be left stranded there, even if the rider No Shows for the scheduled return ride. Return service is provided as soon as possible, but such service will be provided without a guaranteed on-time window

6. SUSPENSIONS

Riders may have their transportation services suspended for (i) exhibiting a pattern or practice of "No Shows" or late cancellations; or (ii) engaging in behavior that is detrimental to the welfare of the program, other riders, operators, staff, or the public. Such behavior may include verbal abuse, violent or illegal conduct, and threatening action that could cause direct or indirect physical harm to others.

a. Notification

- i. **Written Notification Before Suspensions Are Imposed** (accessible formats will be utilized): Before any suspension of service because of no-shows/missed trips, ACCESS LYNX will notify the individual rider citing specifically the full reason for

the proposed suspension and its length, as well as the exact "No Show" dates, times, pickup locations, and destinations on which the proposed suspension is based. The notification also will include information related to the appeal process and the procedures for filing an appeal. Finally, the notification will explain that a suspension determination is not based on any "No Shows" that were beyond the rider's control or any trip missed due to the transit agency error.

- ii. **Appeal Process for Suspensions** – Appeals of proposed suspensions must be filed within fifteen (15) days after the date indicated on the written notification of the suspension. If no appeal is filed, the suspension shall become effective beginning on the next ACCESS LYNX service day after the time for appeal expires.

- b. **Length of Suspensions** – Suspensions will be in proportion to the amount of usage by the rider and never extend past one (1) month per suspension.

7. APPEAL PROCESS

Riders wishing to dispute specific No Shows or late cancellation occurrences must do so within five (5) days after the date of the dispatcher's phone call or the date indicated on any warning letter regarding such occurrences. Designated Mobility Services staff will review the information provided by the customer (or the customer's representative) and make a decision either to uphold the No Show/late cancellation or to excuse it. This decision will be made within ten (10) business days.

Riders wishing to contest a suspension determination should contact the LYNX Main Line 407-841-2279, Option 3 for customer relations, Monday through Friday from 9:00 a.m. to 6:00 p.m. to explain the circumstance and request an appeal. TTY Relay calls are accepted by dialing 711 or 800-955-8771 or Spanish 877-955-8773. Customers may also send an email to inquiry@golynx.com or fax (407) 517-9537. The appeal will be referred to the LYNX Mobility Manager for review and determination. When a rider appeals a suspension, ACCESS LYNX will continue to provide service to the rider until the appeal is heard and decided. If the matter is not resolved to the customer's satisfaction, a hearing will be scheduled with the Deputy Director – Mobility Services during which the rider will be permitted to present any materials or testimony relevant to the appeal. A decision on the appeal will be made within ten (10) business days after the hearing.

Separation of Authority -- The decision on an appeal will be made by a person or panel of people uninvolved with the initial decision to suspend service. Neither a subordinate of the person who made the initial decision, nor his or her supervisor, shall hear appeals.

ACCESS LYNX will notify the rider in writing of its final determination and will explain in detail the reasons supporting such determination. The written notice will be provided in

a format that is accessible for the rider.

8. CONCERNS INVESTIGATION

Thorough investigation of all concerns related to a rider's use of ACCESS LYNX paratransit service will take place in a timely manner. All rider concerns are documented and investigated with timely responses to riders with information about the outcome of the investigation. Customers may call the LYNX Main Line 407-841-2279, Option 3 for customer relations, Monday through Friday from 9:00 a.m. to 6:00 p.m. TTY Relay calls are accepted by dialing 711 or 800-955-8771 or Spanish 877-955-8773. Customers may also send an email to inquiry@golynx.com or fax (407) 517-9537.

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.B.

To: LYNX Finance & Audit Committee

From: Albert Francis
CHIEF FINANCIAL OFFICER
LEONARD ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Amend the Existing Contract for ACCESSLYNX Paratransit Services with MV Transportation Inc., to Reflect an annual Fixed Price Fee of \$19,200,000

Date: 9/25/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to amend the existing contract for ACCESSLYNX Paratransit services with MV Transportation Inc., to reflect an annual fixed price fee of \$19,200,000.

BACKGROUND:

LYNX and MV Transportation, Inc. entered into a Mobility Management and Broker Services Contract effective December 1, 2017 (the "**Mobility Contract**"). The Mobility Contract allows LYNX to reassess MV's delivery of service within certain scope changes, and make an attempt to contain cost within the current paratransit operating environment and delivery service area.

LYNX proposes to be billed on a fixed number of completed trips per month versus revenue hours performed. The Authority expects to realize cost stabilization by establishing a quasi-fixed price contract. Noteworthy variable monthly expenses still remain: 1) Vehicles which have in excess of 250,000 or 300,000 miles will still be subject to mileage maintenance penalties, and 2) Special event rates will be billed at the monthly aggregate total fee (currently: \$1,600,000/37,000 equals hourly rate of service per vehicle).

The Contractor will provide a total of 37,000 trips per month at a fixed fee of \$1,600,000 per month for the period of September 1, 2018 through March 31, 2019. The succeeding years' bi-weekly contract payment schedule for 37,000 trips per month is depicted below:

A fixed fee of \$1,646,400.00 per month for the period of April 1, 2019 through March 31, 2020.
A fixed fee of \$1,694,145.60 per month for the period of April 1, 2020 through March 31, 2021.
A fixed fee of \$1,743,275.82 per month for the period of April 1, 2021 through March 31, 2022.

LYNX Finance & Audit Cmmittee Agenda

Payment will be expected by the Contractor in line with the table below, after reflecting a .2% prompt payment discount:

Values are Rounded	16th of month	1st day of the following month
09/01/2018 -03/31/2019	798,400	798,400
04/01/2019 -03/31/2020	821,554	821,554
04/01/2020 -03/31/2021	845,379	845,379
04/01/2021 -03/31/2022	869,895	869,895

Two other important efficiency criteria were negotiated for the Contractor and the Authority to strive to maintain. LYNX and MV will work together to achieve 1.10 trips/hour and uphold an average on-time performance of greater than 91%. LYNX agreed to use good faith efforts with the Contractor to increase trip negotiations to 50% as well as aggressively enforce its no-show and late cancellation policies.

FISCAL IMPACT:

LYNX staff will include \$22,604,000 in the FY2019 Preliminary Operating Budget for Paratransit Purchased Transportation Services.

FIRST AMENDMENT TO MOBILITY MANAGEMENT AND BROKER SERVICES AGREEMENT

This First Amendment to Mobility Management and Broker Services Agreement (this “**Amendment**”) is entered into as of the 1st day of September, 2018, by and between the Central Florida Regional Transportation Authority, d/b/a LYNX, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes (“**LYNX**”), and MV TRANSPORTATION, INC., a California corporation (the “**Contractor**”, and, together with LYNX, the “**Parties**”, and, individually, a “**Party**”).

RECITALS

WHEREAS, the Parties previously entered into a certain Mobility Management and Broker Services Agreement Contract No: 18-C03, dated as of December 1, 2017 (the “**Contract**”);

WHEREAS, the Parties subsequently entered into a certain Non-Binding Summary of Terms dated as of August 17, 2018 (the “**Summary of Terms**”); and

WHEREAS, the Parties desire to modify the terms of the Contract and make certain acknowledgments in regard to the Summary of Terms as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. **RECITALS.** The foregoing Recitals are true and correct and incorporated herein by this reference.

2. **AMENDMENT.**

(a) Section 7(a)(i) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“(i) LYNX agrees to pay the Contractor for the Services as follows:

(A) As to paratransit services:

(I) For all periods between and including December 1, 2017 and August 31, 2018, LYNX will pay the Contractor the amount provided in the Schedule of Fees attached hereto as **Exhibit “B” and incorporated herein by this reference under the heading “Schedule of Fees – Paratransit”. The monthly fixed cost for such periods shall be prorated based on actual revenue hours in accordance with the example set forth in **Exhibit “B”**.**

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(II) the Contractor will provide a total of up to a maximum of 37,000 trips per month at a fixed fee of \$1,600,000.00 per month for the period of September 1, 2018 through March 31, 2019.

(III) the Contractor will provide a total of up to a maximum of 37,000 trips per month at a fixed fee of \$1,646,400.00 per month for the period of April 1, 2019 through March 31, 2020.

(IV) the Contractor will provide a total of up to a maximum of 37,000 trips per month at a fixed fee of \$1,694,145.60 per month for the period of April 1, 2020 through March 31, 2021.

(V) the Contractor will provide a total of up to a maximum of 37,000 trips per month at a fixed fee of \$1,743,275.82 per month for the period of April 1, 2021 through March 31, 2022.

(VI) for all periods after September 1, 2018, the Contractor will provide emergency services and shuttle or extra services outside normal scope for an hourly rate. Such hourly rate will be an amount equal to the monthly rate for paratransit services in effect at such time divided by 37,000. For example, if emergency services are required on September 1, 2018, the Contractor will provide such services at a rate of \$43.24 per hour (\$1,600,000/37,000).

(B) As to Neighbor Link services, LYNX will pay the Contractor the amount provided in the Schedule of Fees attached hereto as **Exhibit “B”** under the heading “Schedule of Fees – Neighbor Link”.

(C) LYNX is entitled to retain all farebox revenue collected by the Contractor in connection with the services performed hereunder. LYNX may, at its election, require either that the Contractor pay to LYNX such farebox revenue or offset such farebox revenue against amounts payable to the Contractor.

(D) On or before the date which is one hundred and twenty (120) days prior to the end of each one-year anniversary of this Contract, LYNX will provide the Contractor with written notice as to whether the anticipated trip volume for the next one-year period will be greater or less than the amount contemplated in clause (III), (IV) or (V), as applicable, of Section 7(a)(i)(A) above. If LYNX timely provides such notice, the Parties will meet and attempt to negotiate a new trip volume and a firm, fixed-price for such trip volume for the next one year period. If the Parties are unable to reach an agreement for such period within thirty (30) days of LYNX’s written notice, either Party may terminate the Contract upon ninety (90) days’ prior written notice to the other Party.”

(b) Except for the fee for excess mileage (for vehicles with mileage in excess of 250,000 or 300,000 miles, as applicable), which is subject to the limitations contained herein, the remainder of **Exhibit “B”** Schedule of Fees is hereby expressly made inapplicable to paratransit services for all periods after September 1, 2018. In any event, the Contractor agrees (i) to take reasonable steps to use low mileage vehicles, in lieu of excess mileage vehicles, whenever possible; (ii) to place any newly delivered vehicles into service as soon as reasonably possible whenever excess mileage vehicles are otherwise being utilized; and (iii) to return low mileage vehicles to service as soon as reasonably possible (whether such vehicles have been taken out of services as a result of repairs or otherwise) whenever excess mileage vehicles are otherwise being utilized.

(c) The first sentence of Section 7(a)(ii) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“(ii) The parties will meet on or before December 31, ~~2022~~ 2021 to negotiate in good faith an equitable adjustments to the ~~rates amount~~ set forth in **Exhibit “B”** Section 7(a)(i)(A)(V) for the last eight months of the Contract term (April 1, 2022 – December 31, 2022), resulting from the delay in the award and implementation of the Contract by LYNX.”

(d) Section 7(b)(iii) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“(iii) Amount of semi-monthly payments for paratransit services (subject to ~~monthly~~ reconciliation as set forth in subsection (iv) below):

	16th day of month:	1st day of following month:
12/1/2017 – 3/31/2018	\$644,858.20	\$644,858.20
4/1/2018 – 3/31/2019 <u>8/31/2018</u>	\$668,695.43	\$668,695.43
<u>9/1/2018 – 3/31/2019</u>	<u>\$798,400</u>	<u>\$798,400</u>
4/1/2019 – 3/31/2020	\$707,935.79 <u>821,553.60</u>	\$707,935.79 <u>821,553.60</u>
4/1/2020 – 3/31/2021	\$749,567.36 <u>845,378.65</u>	\$749,567.36 <u>845,378.65</u>
4/1/2021 – 3/31/2022	\$795,512.29 <u>869,894.64</u>	\$795,512.29 <u>869,894.64</u>
4/1/2022 – 11/30/2022	TBD	TBD”

(e) Section 7(b)(iv) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“(iv) ~~If LYNX has paid Contractor according to the payment schedule above, a~~After the end of each quarter, Contractor will produce a reconciled “Final Invoice” showing the actual number of ~~revenue hours~~ monthly trips operated delivered during the previous quarter (or in the period from September 1, 2018 – December 31, 2018, the actual number of monthly trips delivered during such period), along with the applicable

billing Tier for the month. In the event the amount of the Final Invoice is less than the total payments based on estimated revenue hours for that month, Contractor shall refund to LYNX the difference within fifteen (15) days of submitting the Final Invoice (or such amount will be deducted from the next invoice). In the event the amount of the Final Invoice actual number of trips delivered in any given month is greater than 37,185, the total payments based on estimated revenue hours for that LYNX will pay Contractor then the amount due for such month shall be increased by a fraction, the numerator of which is the actual number of trips delivered for such month and the denominator of which is 37,185 ~~the difference within fifteen (15) days of receiving the Final Invoice.~~”

(f) Section 7(c)(ii) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“(ii) *Deadhead Adjustment Event.* In addition to the foregoing Adjustment Events, the parties shall also negotiate in good faith equitable adjustments to the rates set forth in Exhibit “B” if Contractor’s deadhead percentage is less than 10% or in excess of 14% (a “Deadhead Adjustment Event”). ~~Deadhead percentage shall be calculated in accordance with the following formula: deadhead percentage = deadhead hours for the reference period divided by revenue hours for the reference period.~~ [INTENTIONALLY OMITTED.]”

(g) Section 7(c)(iv) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“(iv) No adjustment shall be made to the payments due (including any progress payments) during such time as the parties are considering and negotiating an adjustment as contemplated herein; provided, however, that once agreed upon, adjustments to the rates shall be applied retroactively to the first day of the financial impact resulting from the Adjustment Event; ~~Deadhead Adjustment Event~~ or NeighborLink Adjustment Event, as applicable. The Contractor shall provide written notice to LYNX after it believes an Adjustment Event, ~~Deadhead Adjustment Event~~ or NeighborLink Adjustment Event to have occurred (although LYNX may, in its discretion, initiate the notice process itself), along with documentation reasonably sufficient for LYNX to determine that an Adjustment Event; ~~Deadhead Adjustment Event~~ or NeighborLink Adjustment Event has occurred, and, in the case of an Adjustment Event, to objectively substantiate the impact on costs or revenues resulting from such Adjustment Event. If the parties are unable to agree on equitable adjustments to the fees within thirty (30) days of the Contractor’s written notice, then either party may terminate this Contract upon 90 days’ prior written notice to the other party.”

(h) The second sentence of Section 12(b) of the Contract is hereby amended and restated in its entirety (with added text underlined and deleted text ~~stricken~~) to read as follows:

“Any such termination shall be effected by delivery of ~~sixty (60)~~ one hundred and eighty (180) days’ notice of termination by LYNX to the Contractor, signed by the LYNX Procurement/Contracts Manager, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.”

(i) The following provisions are hereby appended to the Contract immediately following Section 19 thereof:

“20. **OFF-PEAK TRIPS.** LYNX agrees to use best commercially reasonable efforts to shift 80% of off-peak hour trips to third-party providers. Off-peak hour trips are trips between the hours of 9:00 p.m. and 4:00 a.m. Excluded from such 80% will be riders who do not have the cognitive or physical ability to ride a sedan. Such riders will continue to be serviced by the Contractor or its subcontractors. For riders that are eligible to ride a sedan during off-peak hours, LYNX will use TNCs or taxis for such riders.

21. **TRIP NEGOTIATIONS.** LYNX agrees to use good faith efforts and reasonably cooperate with the Contractor to increase and maintain trip negotiations to a level of 50%.

22. **NO-SHOWS.** LYNX agrees to aggressively enforce its no-show and late cancellation policies.

23. **FINAL SCHEDULES.** LYNX agrees to use commercially reasonable efforts to send final schedules for the following days’ trips to the Contractor by 6:00 p.m. of each day.

24. **MAINTENANCE MATTERS.** The Contractor agrees to continue to comply with all maintenance requirements set forth in the Scope of Services. The determination for when a vehicle is to be retired shall be based upon mileage and not age of the vehicle.

25. **RIGHT-SIZING THE FLEET.** The Parties acknowledge that the number of vehicles currently supplied by LYNX to the Contractor may exceed the number of vehicles needed to provide the currently anticipated trip volume. The Parties will cooperate to right-size the fleet of vehicles over time.

26. **EFFICIENCY.** The Parties will work towards achieving efficiency of 1.1 trips/hour. If such efficiency is not achieved within 30

days, the local representatives of each Party will meet and discuss what revisions are needed to achieve and maintain efficiency. If efficiency is not achieved within the next 30 days, the executive representatives of each Party will meet and discuss what revisions are needed to achieve and maintain efficiency. If efficiency is not achieved within the next 30 days then the Parties shall meet and attempt to negotiate a solution. However, if a solution is not agreed upon either Party may terminate the Contract upon providing 180 days' written notice. The Contractor will maintain 91% on-time performance, calculated on a monthly basis. Contractor will be assessed liquidated damages of \$7,000 per month for each month in which the on-time performance is less than 91%. To the extent that the Contractor fails to achieve on-time performance of at least 90%, such failure shall constitute a default of this Agreement for which LYNX reserves all rights and remedies."

3. **CERTAIN PAYMENTS.** The Parties acknowledge that LYNX has paid the March, April, May and June 2018 invoices for paratransit as well as the May 2018 invoice for Neighbor Link services as required by Section 3 of the Summary of Terms. The Parties agree that the other obligations in Section 3 of the Summary of Terms remain in effect.

4. **NO OTHER CHANGES.** Except as set forth herein, the terms of the Contract shall remain in effect and unchanged.

5. **MISCELLANEOUS.** The Contract, as modified by this Amendment, and Section 3 of the Non-Binding Summary of Terms constitute the complete agreement between the Parties. This Amendment shall be governed and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. This Amendment may be executed in any number of counterparts and any Party may execute any such counterpart, each of which when executed and delivered (which delivery may be made electronically) shall be deemed to be an original, and all of which counterparts taken together constitute but one and the same instrument.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first written above.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

DocuSigned by:
Edward L. Johnson
By: D72C9E9E87EB494
Name: Edward Johnson
Title: Chief Executive Officer

MV TRANSPORTATION, INC.

DocuSigned by:



 By: _____
 Name: Gary Richardson
 Title: Interim CFO

Reviewed as to Form:

This Amendment 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.

AKERMAN LLP

DocuSigned by:

By: 
Name: James Goldsmith
Title: Partner

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.C.

To: LYNX Finance & Audit Committee

From: Albert Francis
CHIEF FINANCIAL OFFICER
Kimberly Forbragd
(Technical Contact)
VIVIAN REVIS
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Recommendation of Authorization to Adopt LYNX FY2019 Proposed Operating and Capital Budgets

Date: 9/25/2018

At the July 26, 2018, Board meeting, LYNX staff presented the preliminary FY2019 Operating Budget in the amount of \$135,846,498 to the Board of Directors. Since then, presentations have been made and information has been provided to Orange, Osceola, and Seminole counties. Assumptions have been re-examined related to the cost of providing Fixed Route, Paratransit, NeighborLink, and Road Rangers service for next fiscal year. As a result, the FY2019 Operating Budget increased by 4.8% (\$6,524,913) for a total FY2019 Operating Budget of \$142,371,411.

Final approval from the funding partners regarding their proposed funding levels of service is needed. If the final approved funding levels are different than expected, we will adjust our budget accordingly. At this time there are no changes being proposed to the Funding Partners.

OVERVIEW:

Budget Highlights

The FY2019 proposed budget totals \$249,279,710, of which \$142,371,411 represents operating expenses and \$106,908,299 represents capital expenditures. This is a net increase in the total budget of \$50,234,741 or 25.2% from the FY2018 Amended Budget.

Operating Budget

The proposed Operating Budget for FY2019 is \$142,371,411, which is an increase of \$6,180,669 or 4.5% over the FY2018 Amended Operating Budget of \$136,190,742.

The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state, and local dollars. These revenues are used to fund personnel, services, materials, supplies, taxes, utilities, casualty & liability, purchased transportation, leases and miscellaneous expenses.

LYNX Finance & Audit Committee Agenda

Specifically, this budget includes revenues from the following sources:

FY2019 Preliminary Operating Budget

	FY2019 Proposed Budget	FY2018 Amended Budget	Dollar Change Amount	% Change
Operating Revenues				
Lynx Fund Balance	\$ 6,598,821	\$ 4,091,720	\$ 2,507,101	61.3%
Customer Fares	24,826,294	25,408,169	(581,875)	-2.3%
Contract Services	6,468,234	6,240,392	227,842	3.7%
Advertising on Buses	2,200,000	2,175,000	25,000	1.1%
Advertising - Trade	30,000	30,000	-	0.0%
Interest & Other Income	1,382,660	1,111,283	271,377	24.4%
Federal Revenue	19,323,455	18,056,585	1,266,870	7.0%
State Revenue	13,020,037	12,000,325	1,019,712	8.5%
Local Revenue	68,521,910	67,077,268	1,444,642	2.2%
Total Revenue	\$ 142,371,411	\$ 136,190,742	\$ 6,180,669	4.5%

The revenues are programmed to fund the following expenses:

FY2019 Preliminary Operating Budget

	FY2019 Proposed Budget	FY2018 Amended Budget	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 78,814,862	\$ 79,658,715	\$ (843,853)	-1.06%
Other Services	11,749,111	12,042,475	(293,364)	-2.44%
Fuel	11,805,560	10,820,264	985,296	9.11%
Materials & Supplies	7,849,819	8,097,032	(247,213)	-3.05%
Utilities	1,611,880	1,558,424	53,456	3.43%
Casualty & Liability	2,224,751	2,353,031	(128,280)	-5.45%
Taxes & Tags	470,166	529,391	(59,225)	-11.19%
Purchased Transportation	26,155,955	19,614,332	6,541,623	33.35%
Leases & Miscellaneous	1,629,544	1,436,031	193,513	13.48%
Interest	59,763	81,047	(21,284)	-26.26%
Total Operating Expenses	\$ 142,371,411	\$ 136,190,742	\$ 6,180,669	4.54%

The most significant increase in the FY2019 Preliminary Operating Budget over the FY2018 Amended Operating Budget is Purchased Transportation. This is directly related to the increased volume of ParaTransit customers served by LYNX in Orange, Osceola, and Seminole counties.

LYNX Finance & Audit Committee Agenda

Capital Budget

The proposed Capital Budget for FY2019 is \$106,908,299, which is an increase of \$44,054,072 approximately 70.1% more than the FY2018 Amended Capital Budget. The increase in the capital budget from the FY2018 Amended Capital Budget results from rollover of FY2018 dollars as well as an increase in Facilities, Passenger Amenities, Revenue Vehicles and Support Equipment, the largest of which were in the categories of Passenger Amenities (\$13,036,483 rollover) and Revenue and Support Vehicles (\$31,153,875).

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 97.6% is funded through federal grants, .3% is funded through state grants, and the remaining 2.1% through local funds. The local contribution from the funding partners covers the capital bus lease, paratransit vehicles and LYMMO BRT expansion projects. In addition, funding through LYNX negotiated agreements will contribute to passenger shelter costs.

Specifically, this budget includes funds from the following areas:

Capital Contributions	FY2019 Proposed Budget	FY2018 Amended Budget	Dollar Amount Change
Federal Contributions	\$ 104,307,669	\$ 59,011,369	\$ 45,296,300
State Contributions	356,428	1,073,584	(717,156)
Local Contributions	2,244,202	2,769,274	(525,072)
Total	\$ 106,908,299	\$ 62,854,227	\$ 44,054,072

LYNX Finance & Audit Committee Agenda

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

BRT	\$ 533,862	\$ 783,021	(249,159)	-31.8%
Facilities	5,714,875	5,999,648	(284,773)	-4.7%
Passenger Amenities	19,817,183	14,295,774	5,521,409	38.6%
Security	2,161,301	752,837	1,408,464	187.1%
Support Equipment	8,807,666	5,675,385	3,132,281	55.2%
Technology	3,864,452	3,849,072	15,380	0.4%
Support Vehicles	333,306	407,991	(74,685)	-18.3%
Revenue Vehicles	65,675,654	31,090,499	34,585,155	111.2%
Total	\$ 106,908,299	\$ 62,854,227	\$ 44,054,072	70.1%

Notes:

- 1) Vehicles include expansion and replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
- 2) BRT includes the Orange and Grapefruit line capital activities, as well as, the FlexBus project.
- 3) Facilities include funds for LCS, LOC, Osceola, and LOC Expansion Projects.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.
- 5) Technology includes items to improve communication and information delivery such as copiers, network improvements, servers, software upgrades and real time information.
- 6) Security includes equipment to enhance security and surveillance.
- 7) Support equipment includes items such as mobile ticketing, fare payment on board validators, shop tools, furniture, and radios.

SUMMARY:

The FY2019 Proposed Operating and Capital Budgets will be presented to the Oversight Committee and Board of Directors for final consideration and approval at the September 27, 2018 meetings.

FY2019 Capital Budget (Final)

Presented to the
LYNX Finance & Audit Committee
by Bert Francis
Chief Financial Officer
September 25, 2018

Key Capital Budget Assumptions

- Enhance LYNX facilities
- Fare Collection Enhancements
- Fleet to support all service modes
- Passenger Amenities Program improvements
- Enhancement of security and surveillance systems
- Continued Technological Improvements

FY2019 Capital Budget Overview

<u>Capital Contributions</u>	<u>FY2019 Preliminary Budget</u>	<u>FY2018 Amended Budget</u>	<u>% Change</u>
Capital Contributions	\$ 106,908,299	\$ 62,854,227	70.1%
Capital Expenditures	<u>106,908,299</u>	<u>62,854,227</u>	<u>70.1%</u>
Total	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>

FY2019 Capital Budget by Category

Description	FY2019 Preliminary Budget	FY2018 Amended Budget	Dollar Amount Change
BRT	\$ 533,862	\$ 783,021	(249,159)
Facilities	5,714,875	5,999,648	(284,773)
Passenger Amenities	19,817,183	14,295,774	5,521,409
Security	2,161,301	752,837	1,408,464
Support Equipment	8,807,666	5,675,385	3,132,281
Technology	3,864,452	3,849,072	15,380
Support Vehicles	333,306	407,991	(74,685)
Revenue Vehicles	65,675,654	31,090,499	34,585,155
Total	\$ 106,908,299	\$ 62,854,227	\$ 44,054,072

FY2019 Capital Budget Contributions

Capital Contributions	FY2019 Preliminary Budget	FY2018 Amended Budget	Dollar Amount Change
Federal	\$ 104,307,669	\$ 59,011,369	\$ 45,296,300
State	356,428	1,073,584	(717,156)
Local	2,244,202	2,769,274	(525,072)
Total	\$ 106,908,299	\$ 62,854,227	\$ 44,054,072

FY2019 Capital Budget - Calendar



Final Board Action

September 27

FY2019 Commences

October 1



FY2019 Operating Budget (Final)

Presented to the
LYNX Finance & Audit Committee
by Bert Francis
Chief Financial Officer
September 25, 2018

Federal Funding:

- Increase current Preventative Maintenance Funding Level by \$1,000,000. FY2018 approved funding totaled \$8,794,752.

Other Revenues:

- Utilize reserves to fund budget shortfalls.

Proposed Expense Changes



Personnel Expenses:

- Revised medical insurance program expenses (\$700,000)

Fixed Route, Paratransit, and NeighborLink Services:

- Increase in Paratransit costs

Fuel Programs:

- Stabilize fuel costs, as appropriate:
 - Fuel Hedging
 - Bio-diesel
 - Compressed Natural Gas
 - Revised fuel costs - added \$700,000

FY2019 Operating Budget – Overview



Summary	FY2019 Budget (Preliminary)	FY2018 Budget as Amended	% Change
Operating Revenue	\$135,772,590	\$132,099,022	2.80%
Operating Expense	<u>\$142,371,411</u>	<u>\$136,190,742</u>	<u>4.50%</u>
Operating Income (Deficit)	<u><u>(\$6,598,821)</u></u>	<u><u>(\$4,091,720)</u></u>	<u><u>61.30%</u></u>

FY2019 Operating Budget – Revenue



Operating Revenue	FY2019 Budget (Preliminary)	Change	FY2019 Budget Revised
Customer Fares	\$24,826,294	\$0	\$24,826,294
Contract Services	\$6,628,578	(\$160,344)	\$6,468,234
Advertising on Buses	\$2,200,000	\$0	\$2,200,000
Advertising - Trade	\$30,000	\$0	\$30,000
Interest & Other Income	\$1,157,660	\$225,000	\$1,382,660
Federal Revenue	\$18,372,985	\$950,470	\$19,323,455
State Revenue	\$14,226,714	(\$1,206,677)	\$13,020,037
Local Revenue	\$66,677,802	\$1,844,108	\$68,521,910
Total Revenue	\$134,120,033	\$1,652,557	\$135,772,590
Reserve Requirement	\$1,726,465	\$4,872,356	\$6,598,821
Required Revenue	\$135,846,498	\$6,524,913	\$142,371,411

FY2019 Operating Budget – Expense



Operating Expense	FY2019 Budget (Preliminary)	Change	FY2019 Budget Revised
Salaries, Wages & Fringes	\$79,514,862	(\$700,000)	\$78,814,862
Other Services	\$11,248,188	\$500,923	\$11,749,111
Fuel	\$11,029,817	\$775,743	\$11,805,560
Materials & Supplies	\$7,843,304	\$6,515	\$7,849,819
Utilities	\$1,611,880	\$0	\$1,611,880
Casualty & Liability	\$2,224,751	\$0	\$2,224,751
Taxes & Tags	\$470,166	\$0	\$470,166
Purchased Transportation	\$20,214,223	\$5,941,732	\$26,155,955
Leases & Miscellaneous	\$1,629,544	\$0	\$1,629,544
Interest	\$59,763	\$0	\$59,763
Total Expense	\$135,846,498	\$6,524,913	\$142,371,411

FY2019 Operating Budget – Revenue



Operating Revenue	FY2019 Budget (Preliminary)	FY2018 Budget as Amended	Change
Customer Fares	\$24,826,294	\$25,408,169	-2.30%
Contract Services	\$6,468,234	\$6,240,392	3.70%
Advertising on Buses	\$2,200,000	\$2,175,000	1.10%
Advertising - Trade	\$30,000	\$30,000	0.00%
Interest & Other Income	\$1,382,660	\$1,111,283	24.40%
Federal Revenue	\$19,323,455	\$18,056,585	7.00%
State Revenue	\$13,020,037	\$12,000,325	8.50%
Local Revenue	<u>\$68,521,910</u>	<u>\$67,077,268</u>	<u>2.20%</u>
 Total Revenue	 <u>\$135,772,590</u>	 <u>\$132,099,022</u>	 <u>2.80%</u>

FY2019 Operating Budget – Expense



Operating Expense	FY2019 Budget (Preliminary)	FY2018 Budget as Amended	% Change
Salaries, Wages & Fringes	\$78,814,862	\$79,658,715	-1.10%
Other Services	\$11,749,111	\$12,042,475	-2.40%
Fuel	\$11,805,560	\$10,820,264	9.10%
Materials & Supplies	\$7,849,819	\$8,097,032	-3.10%
Utilities	\$1,611,880	\$1,558,424	3.40%
Casualty & Liability	\$2,224,751	\$2,353,031	-5.50%
Taxes & Tags	\$470,166	\$529,391	-11.20%
Purchased Transportation	\$26,155,955	\$19,614,332	33.40%
Leases & Miscellaneous	\$1,629,544	\$1,436,031	13.50%
Interest	\$59,763	\$81,047	-26.30%
Operating Income (Deficit)	<u>\$142,371,411</u>	<u>\$136,190,742</u>	<u>4.50%</u>

FY2019 Regional Funding Model



Local Funding	FY2019 Budget (Preliminary)	FY2019 SR436 Study	FY2019 Funding Agreement (Preliminary)
Operating:			
Orange County	\$44,741,822	(\$90,034)	\$44,651,788
Osceola County	\$7,380,518		\$7,380,518
Seminole County	\$7,396,179	(\$211,626)	\$7,184,553
City of Orlando	\$4,213,969	(\$210,963)	\$4,003,006
City of Orlando - Lymmo	\$2,459,071		\$2,459,071
	<u>\$66,191,559</u>	<u>(\$512,623)</u>	<u>\$65,678,936</u>
 FDOT (SunRail Feeder Routes)	 \$1,507,449		 \$1,507,449
Altamonte Springs	\$120,900		\$120,900
City of Sanford	\$93,000		\$93,000
Lake County	\$273,912		\$273,912
Reedy Creek	\$335,090		\$335,090
	<u>\$2,330,351</u>	<u>\$0</u>	<u>\$2,330,351</u>
 Total Operating Funding	 \$68,521,910	 (\$512,623)	 \$68,009,287
 Capital Contributions:			
Orange County	\$1,779,414		\$1,779,414
Osceola County	\$246,024		\$246,024
Seminole County	\$218,764		\$218,764
	<u>\$2,244,202</u>	<u>\$0</u>	<u>\$2,244,202</u>
 Total Local Funding	 <u>\$70,766,112</u>	 <u>(\$512,623)</u>	 <u>\$70,253,489</u>

FY2019 Funding vs FY2018 Funding



Local Funding	FY2019 Budget (Preliminary)	FY2019 SR436 Study	FY2019 Funding Agreement (Preliminary)	FY2018 Budget as Adopted	FY2018 SR436 Study	FY2018 Funding Agreement (Final)	Dollar Change	% Change
Operating:								
Orange County	\$44,741,822	(\$90,034)	\$44,651,788	\$43,266,413	(\$124,589)	\$43,141,824	\$1,509,964	3.5%
Osceola County	\$7,380,518		\$7,380,518	\$7,130,935		\$7,130,935	\$249,583	3.5%
Seminole County	\$7,396,179	(\$211,626)	\$7,184,553	\$7,249,404	(\$307,807)	\$6,941,597	\$242,956	3.5%
City of Orlando	\$4,213,969	(\$210,963)	\$4,003,006	\$4,399,737	(\$300,478)	\$4,099,259	-\$96,253	-2.3%
City of Orlando - Lymmo	\$2,459,071		\$2,459,071	\$2,607,482		\$2,607,482	-\$148,411	-5.7%
	<u>\$66,191,559</u>	<u>(\$512,623)</u>	<u>\$65,678,936</u>	<u>\$64,653,971</u>	<u>(\$732,874)</u>	<u>\$63,921,097</u>	<u>\$1,757,839</u>	<u>2.4%</u>
FDOT (SunRail Feeder Routes)	\$1,507,449		\$1,507,449	\$1,433,976		\$1,433,976	\$73,473	5.1%
Altamonte Springs	\$120,900		\$120,900	\$120,900		\$120,900	\$0	0.0%
City of Sanford	\$93,000		\$93,000	\$93,000		\$93,000	\$0	0.0%
Lake County	\$273,912		\$273,912	\$248,854		\$248,854	\$25,058	10.1%
Reedy Creek	\$335,090		\$335,090	\$297,115		\$297,115	\$37,975	12.8%
	<u>\$2,330,351</u>	<u>\$0</u>	<u>\$2,330,351</u>	<u>\$2,423,297</u>	<u>\$0</u>	<u>\$2,423,297</u>	<u>(\$92,946)</u>	<u>-3.8%</u>
Total Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287	\$67,077,268	(\$732,874)	\$66,344,394	\$1,664,893	2.2%
Capital Contributions:								
Orange County	\$1,779,414		\$1,779,414	\$1,738,768		\$1,738,768	\$40,646	2.3%
Osceola County	\$246,024		\$246,024	\$237,704		\$237,704	\$8,320	3.5%
Seminole County	\$218,764		\$218,764	\$211,366		\$211,366	\$7,398	3.5%
	<u>\$2,244,202</u>	<u>\$0</u>	<u>\$2,244,202</u>	<u>\$2,187,838</u>	<u>\$0</u>	<u>\$2,187,838</u>	<u>\$56,364</u>	<u>2.6%</u>
Total Local Funding	\$70,766,112	(\$512,623)	\$70,253,489	\$69,265,106	(\$732,874)	\$68,532,232	\$1,721,257	2.2%

Maximum 3.5% increase over Prior Year for Orange, Osceola, and Seminole Counties.

FY2019 Operating Budget – Summary



Summary	FY2019 Budget (Preliminary)	FY2018 Budget as Amended	% Change
Operating Revenue	\$135,772,590	\$132,099,022	2.80%
Reserve Requirement	<u>\$6,598,821</u>	<u>\$4,091,720</u>	<u>61.30%</u>
Total Revenue	\$142,371,411	\$136,190,742	4.50%
Total Expense	<u>\$142,371,411</u>	<u>\$136,190,742</u>	<u>4.50%</u>
Difference	<u><u>\$0</u></u>	<u><u>\$0</u></u>	<u><u>0.00%</u></u>

FY 2019 Operating Budget – Calendar



Finance & Audit Committee

September 25th

Final Oversight Committee and Board Action

September 27th

FY2019 Commences

October 1st

FY2019 Operating Budget – Summary



LYNX staff will seek direction from the Oversight Committee and Board as we complete the FY2019 Operating Budget.

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.D.

To: LYNX Finance & Audit Committee

From: Albert Francis
CHIEF FINANCIAL OFFICER
LEONARD ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Presentation on LYNX Reserve Status

Date: 9/25/2018

LYNX' Reserve Policy is based on sound fiscal principles designed to allow LYNX to maintain continuation of operations in adverse conditions. The Reserve Policy is essential to maintain adequate levels of reserves to mitigate current and future risks such as revenue shortfalls, emergencies, natural disasters, and unanticipated expenditures.

LYNX' Reserves are as follows:

- **Reserves for Operations (Cash Reserves)**

\$19.5mm forty-five days, \$26mm sixty days, \$39mm ninety days

LYNX should establish a goal to maintain a reserve of forty-five to sixty days, or fifteen to twenty percent of regular operating expenditures to be used for short term cash flow purposes, or to ensure adequate resources for operating purposes at the beginning of the fiscal year. The cash reserve also helps to protect LYNX in the event it must respond to a natural or man-made disaster. This appropriation may also be considered to fund one-time capital outlay, but shall not be used to support ongoing operating expenses.

- **Reserves for Contingency (Emergencies)**

\$6,809,537 - 5% of FY2018 Adopted Operating Budget

LYNX should establish a goal to maintain a contingency reserve at a not to exceed 5% of the total budget. The contingency is commonly known as the emergency reserve to be used in the case of a major storm or other unforeseen disaster. The contingency reserve may also be used to cover unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, and to temporarily maintain service levels in the event that an economic downturn should cause a shortfall in revenues.

- **Reserves for Capital Funds and Debt Service**

LYNX Finance & Audit Committee Agenda

\$940,237 (CNG bus lease), \$2,718,472 (Pine Hills Transfer Center), \$23,787 (Bus Rapid Transit and Orlando Urban Trail), \$250,000 (Other Capital Projects)

In the event that the operating reserve balance exceeds the amount set forth in this policy, the excess will be transferred to Reserves for Capital. The goal will be to fund the future infrastructure. This only pertains to items and/or projects included in the annual capital budget. Debt Service Reserves are subjected to the creation of a very specific reserve amount as a part of the Loan Covenants. Therefore, the amount to be appropriated must adhere to these requirements and will be budgeted, accordingly.

- **Reserves for Self-Insurance Programs**

\$6,049,706 (Workers Compensation and General Liability Claims), \$1,700,000 (Medical Self Insured Surplus Assets) and \$1,570,432 Medical Insurance Claims)

Risk Management should maintain a minimum reserve equal to the 80% to 90% undiscounted confidence level of the annual actuarial study to ensure financial viability for Workers Compensation and General Liability Claims. In addition, should a claim be made against LYNX that is identified subsequent to the actuarial report and prior to the issuance of the Comprehensive Annual Financial Report that is financially material to the fund and highly likely to succeed, additional reserves should be established to provide adequate funds in reserve.

Florida Statue requires that a self-funded medical plan offered by a public entity maintain surplus assets equal to at least 60 days of claims either as assets in the plan or in the form of unencumbered surplus elsewhere in the organization to pay claims. These funds are in addition to the run out liability. As such, LYNX established a reserve equal to two months to support unanticipated increases in medical insurance expenses.

- **Reserves for Fuel Stabilization**

\$1,000,000 Budget Stabilization

In 2011, LYNX established a fuel hedging program to curtail some of the extreme volatility experienced in the price of fuel. The hedging program is not meant to “out-guess” the market for fuel, but rather is an attempt to eliminate some of the pricing volatility and provide budget stabilization. This program, combined with establishing a Fuel Stabilization Reserve, will give LYNX, and ultimately our funding partners, some assurance of price and funding stability, as it pertains to the costs of fuel. The reserve will be funded via reserving excess revenues.

In summary, the reserves are as follows:

LYNX Finance & Audit Committee Agenda

LYNX Reserves	45 days	60 days	90 days
Operations	\$19,500,000	\$26,000,000	\$39,000,000
Contingency -5%	6,809,537	6,809,537	6,809,537
Debt Service	0	0	0
Pine Hills Transit Center	2,718,472	2,718,472	2,718,472
Bus Rapid Transit Projects	0	0	0
Orlando Urban Trail Project	23,787	23,787	23,787
Other Capital Projects - CNG Bus State Rebate	250,000	250,000	250,000
Capital Bus Lease	940,237	940,237	940,237
Self-Insurance Programs			
General Liability	4,808,858	4,808,858	4,808,858
Worker's Compensation	1,240,848	1,240,848	1,240,848
Medical Claims - IBNR	795,000	795,000	795,000
State required - Medical self-insured surplus	1,700,000	1,700,000	1,700,000
60 days medical insurance claims	1,570,432	1,570,432	1,570,432
Compensated Absences	4,163,321	4,163,321	4,163,321
Fuel Stabilization	1,000,000	1,000,000	1,000,000
Total Reserve Requirement	\$45,520,492	\$52,020,492	\$65,020,492
FY2017 \$2 Capital Funding	0	0	0
FY2018 \$2 Capital Funding	(1,870,281)	(1,870,281)	(1,870,281)
Self-Insurance (Long-term)	(4,059,751)	(4,059,751)	(4,059,751)
SIB Loan – Federally Funded	0	0	0
Pine Hills Transfer Center	(2,718,472)	(2,718,472)	(2,718,472)
Bus Rapid Transit Projects	0	0	0
Orlando Urban Trail Project	(23,787)	(23,787)	(23,787)
Other Capital Projects - CNG Bus State Rebate	(250,000)	(250,000)	(250,000)
Operating Reserve Fund Requirement	\$36,598,201	\$43,098,201	\$56,098,201
Restricted Fund Balance	(6,181,525)	(6,181,525)	(6,181,525)
Unrestricted Fund Balance	(37,080,878)	(37,080,878)	(37,080,878)
FY2018 Prorated Budget - Use of Reserves	1,527,891	1,527,891	1,527,891
Unpaid Investment in Capital Assets	3,932,496	3,932,496	3,932,496
Adjusted Net Position	(\$37,802,016)	(\$37,802,016)	(\$37,802,016)
(Excess) Shortfall Cash Reserves	(\$1,203,815)	\$5,296,185	\$18,296,185
FY2019 proposed Budget - Use of Reserves	6,598,821	6,598,821	6,598,821
Adjusted (Excess) Shortfall Cash Reserves	\$5,395,006	\$11,895,006	\$24,895,006

The total operating reserve fund requirement is **\$36,598,201 for 45 days, \$43,098,201 for 60 days and \$56,098,201 for 90 days**. The net fund position – the amount of cash available - is \$37,802,016. This leaves \$1,203,815 in excess of the 45 day requirement for FY2018. By utilizing additional reserves of \$6,598,821 there will be a deficit of \$5,395,006 in FY2019. This equates to a 39 day reserve level.

LYNX' Reserves Update

Presented to the
Finance & Audit Committee

Reserves for Operations (Cash Reserves)

- ✓ To be used for short term cash flow purposes, or to ensure adequate resources for operating purposes at the beginning of the fiscal year.
- ✓ Not to exceed forty-five to sixty days

Reserves for Contingency (Emergencies)

- ✓ To be used in the case of a major storm or other unforeseen disaster.
- ✓ Not to exceed 5% of the total budget.
- ✓ May also be used to cover unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, and to temporarily maintain service levels in the event that an economic downturn should cause a shortfall in revenues.

Policy Requirements

Reserves for Capital Funds and Debt Service

- ✓ In the event that the operating reserve balance exceeds the amount set forth the excess will be transferred to Reserves for Capital.
- ✓ The goal will be to fund the future infrastructure. This only pertains to items and/or projects included in the annual capital budget.
- ✓ Debt Service Reserves are subjected to the creation of a very specific reserve amount as a part of the Loan Covenants. Therefore, the amount to be appropriated must adhere to these requirements and will be budgeted, accordingly.

Reserves for Self-Insurance Programs

- ✓ Annual actuarial study to ensure financial viability for Workers Compensation and General Liability Claims.
- ✓ Florida Statute requires that a self-funded medical plan offered by a public entity maintain surplus assets equal to at least 60 days of claims either as assets in the plan or in the form of unencumbered surplus elsewhere in the organization to pay claims. These funds are in addition to the run out liability.
- ✓ LYNX established a reserve equal to two months to support unanticipated increases in medical insurance expenses.

Operating – Reserve Requirement



LYNX Reserves	45 Days	60 Days	90 Days
Operations	\$19,500,000	\$26,000,000	\$39,000,000
Contingency 5%	6, 809,537	6, 809,537	6, 809,537

Capital – Reserve Requirement



LYNX Reserves	45 Days	60 Days	90 Days
Pine Hills Transit Center	\$2,718,472	\$2,718,472	\$2,718,472
Bus Rapid Transit Projects	0	0	0
Orlando Urban Trail Project	23,787	23,787	23,787
Other Capital Projects – CNG Bus State Rebate	250,000	250,000	250,000
Capital Bus Lease	940,237	940,237	940,237



Statutory – Reserve Requirement



LYNX Reserves	45 Days	60 Days	90 Days
General Liability	\$4,808,858	\$4,808,858	\$4,808,858
Worker's Compensation	1,240,848	1,240,848	1,240,848
Medical Claims – IBNR	795,000	795,000	795,000
State Required – Medical self insured surplus	1,700,000	1,700,000	1,700,000



Funding Policy – Reserve Requirement



LYNX Reserves	45 Days	60 Days	90 Days
60 Days Medical Insurance Claims	\$1,570,432	\$1,570,432	\$1,570,432
Compensated Absences	4,163,321	4,163,321	4,163,321
Fuel Stabilization	1,000,000	1,000,000	1,000,000

Total Reserve Requirement



LYNX Reserves	45 Days	60 Days	90 Days
Operations	\$19,500,000	\$26,000,000	\$39,000,000
Contingency 5%	6, 809,537	6, 809,537	6, 809,537
Pine Hills Transit Center	\$2,718,472	\$2,718,472	\$2,718,472
Bus Rapid Transit Projects	0	0	0
Orlando Urban Trail Project	23,787	23,787	23,787
Other Capital Projects – CNG Bus State Rebate	250,000	250,000	250,000
Capital Bus Lease	940,237	940,237	940,237
General Liability	\$4,808,858	\$4,808,858	\$4,808,858
Worker's Compensation	1,240,848	1,240,848	1,240,848
Medical Claims – IBNR	795,000	795,000	795,000
State Required – Medical self insured surplus	1,700,000	1,700,000	1,700,000
60 Days Medical Insurance Claims	1,570,432	1,570,432	1,570,432
Compensated Absences	4,163,321	4,163,321	4,163,321
Fuel Stabilization	1,000,000	1,000,000	1,000,000
Total Reserve Requirement	\$45,520,492	\$52,020,492	\$65,020,492

Operating – Capital Reserve Requirement



LYNX Reserves	45 Days	60 Days	90 Days
FY2017 \$2 Capital Funding	0	0	0
FY2018 \$2 Capital Funding	(1,870,281)	(1,870,281)	(1,870,281)
Pine Hills Transfer Center	(2,718,472)	(2,718,472)	(2,718,472)
Bus Rapid Transit Projects	0	0	0
Orlando Urban Trail Project	(23,787)	(23,787)	(23,787)
Other Capital Projects – CNG Bus State Rebate	(250,000)	(250,000)	(250,000)



Operating – Statutory Requirement



LYNX Reserves	45 Days	60 Days	90 Days
Self-Insurance (Long-Term)	(4,059,751)	(4,059,751)	(4,059,751)



Operating – Total Reserve Fund Requirement



LYNX Reserves	45 Days	60 Days	90 Days
Total Reserve Requirement	\$45,520,492	\$52,020,492	\$65,020,492
FY2017 \$2 Capital Funding	0	0	0
FY2018 \$2 Capital Funding	(1,870,281)	(1,870,281)	(1,870,281)
Pine Hills Transfer Center	(2,718,472)	(2,718,472)	(2,718,472)
Bus Rapid Transit Projects	0	0	0
Orlando Urban Trail Project	(23,787)	(23,787)	(23,787)
Other Capital Projects – CNG Bus State Rebate	(250,000)	(250,000)	(250,000)
Self-Insurance (Long-Term)	(4,059,751)	(4,059,751)	(4,059,751)
Total Operating Reserve Requirement	\$36,598,201	\$43,098,201	\$56,098,201

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Available Funds



LYNX Reserves	45 Days	60 Days	90 Days
Restricted Fund Balance	(6,181,525)	(6,181,525)	(6,181,525)
Unrestricted Fund Balance	(37,080,878)	(37,080,878)	(37,080,878)

Existing Commitments



LYNX Reserves	45 Days	60 Days	90 Days
FY2018 Pro-Rated Budget – Use of Reserves	1,527,891	1,527,891	1,527,891
Unpaid Investment in Capital Assets	3,932,496	3,932,496	3,932,496



Net Position



LYNX Reserves	45 Days	60 Days	90 Days
Total Operating Reserve Requirement	\$36,598,201	\$43,098,201	\$56,098,201
Restricted Fund Balance	(6,181,525)	(6,181,525)	(6,181,525)
Unrestricted Fund Balance	(37,080,878)	(37,080,878)	(37,080,878)
FY2018 Pro-Rated Budget – Use of Reserves	1,527,891	1,527,891	1,527,891
Unpaid Investment in Capital Assets	3,932,496	3,932,496	3,932,496
Adjusted Net Position	(\$37,802,016)	(\$37,802,016)	(\$37,802,016)
(Excess) Shortfall Cash Reserves	(\$1,203,815)	\$5,296,185	\$18,296,185



FY2019 Proposed Budget



LYNX Reserves	45 Days	60 Days	90 Days
FY2019 Proposed Budget – Use of Reserves	6,598,821	6,598,821	6,598,821



Adjusted (Excess) Shortfall Cash Reserves



LYNX Reserves	45 Days	60 Days	90 Days
Total Operating Reserve Requirement	\$36,598,201	\$43,098,201	\$56,098,201
Restricted Fund Balance	(6,181,525)	(6,181,525)	(6,181,525)
Unrestricted Fund Balance	(37,080,878)	(37,080,878)	(37,080,878)
FY2018 Pro-Rated Budget – Use of Reserves	1,527,891	1,527,891	1,527,891
Unpaid Investment in Capital Assets	3,932,496	3,932,496	3,932,496
Adjusted Net Position	(\$37,802,016)	(\$37,802,016)	(\$37,802,016)
(Excess) Shortfall Cash Reserves	(\$1,203,815)	\$5,296,185	\$18,296,185
FY2019 Proposed Budget – Use of Reserves	6,598,821	6,598,821	6,598,821
Adjusted (Excess) Shortfall Cash Reserves	\$5,395,006	\$11,895,006	\$24,895,006

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.E.

To: LYNX Finance & Audit Committee

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Belinda Balleras
(Technical Contact)
Sheila Maldonado
(Technical Contact)
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Solicit FY2019 Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program

Date: 9/25/2018

ACTION REQUESTED:

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

BACKGROUND:

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

Eligible activities under FAST Act include:

1. Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
2. Public transportation projects that exceed the requirements of the ADA.

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3. Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
4. Alternatives to public transportation that assist seniors and individuals with disabilities.

Access LYNX completed the FY 2018 update of the Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD) and will serve as the adopted locally developed, coordinated public transit-human services transportation plan for FTA's Section 5310.

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

FISCAL IMPACT:

LYNX staff will include \$569,000 in the FY2019 Preliminary Operating Budget for Section 5310 sub-recipients agency expenses that will be funded with FTA Section 5310 pass-through funding. This is a net zero impact to LYNX. LYNX staff will seek Board authorization to adjust the FY2019 Proposed Budget to reflect final awards to sub-recipients.

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.F.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Execute METROPLAN Orlando's FY2018-2019 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged in the Amount of \$618,120**

Date: 9/25/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a pass-thru funding agreement with METROPLAN ORLANDO for planning funds in the amount of \$618,120 to conduct transit planning tasks as set forth in the FY2018/2019 Unified Planning Work Program (UPWP). The FY2018/19 planning funds comprise the Federal Transit Administration (FTA) Section 5303 program in the amount of \$558,120 and the Commission for Transportation Disadvantaged (CTD) in the amount of \$60,000.

BACKGROUND:

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

Annually, the Federal Transit Administration (FTA) and Florida Commission for the Transportation Disadvantaged appropriate planning funds to the METROPLAN ORLANDO. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to specifically address planning activities identified

LYNX Finance & Audit Committee Agenda

according to the eight (8) major sections of the MetroPlan Orlando Unified Planning Work Program (UPWP), which include: 1.) Administration; 2.) Data Collection; 3.) Transportation Improvement Program (TIP); 4.) Long Range Transportation Plan; 5.) Special Project Planning; 6.) Regional Planning; 7.) Public Participation; and 8.) System Planning. Additionally, state planning funds for transportation disadvantaged services managed by METROPLAN ORLANDO are passed through to LYNX.

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2018/2019 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2018/2019 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants include:

- Transit System Monitoring – T-Best Ridership Forecasting
- Transit Planning- 2018 Transit Development Plan Major Update Concept of Operations (COA) for Autonomous Vehicle Demonstration on the LYMMO Bus Rapid Transit (BRT); and the Autonomous Vehicle Mobility Initiative (AVMI)
- Management & Operations- LYNX Forward Route Optimization Study (ROS) Implementation and LYNX Transit Asset Management (TAM) Plan
- Smart Growth Planning
- Transportation Disadvantaged Services Planning- Support for the Mobility Management Framework and TDSP Update

Attached to this Consent Agenda Item is a copy of the FY2018/2019 agreement with METROPLAN ORLANDO for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

LYNX staff will include \$618,120 in the FY2019 Preliminary Operating Budget for planning projects eligible for FTA's 5303 and the Florida Commission for the Transportation Disadvantaged funding.

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

WITNESSETH:

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

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2018/2019 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Seven Hundred Seventy-Eight Thousand Four Hundred Thirty-Two Dollars and Seventy-One Cents (\$778,432.71). Of this amount, Five Hundred Fifty-Eight Thousand One Hundred Twenty Dollars (\$558,120.00) shall be provided from the FTA FL-80-X013-00 grant for FY 2018/2019.
2. One Hundred Sixty Thousand Three Hundred Twelve Dollars and Seventy-One Cents (\$160,312.71) shall be provided as carryforward funds from the FTA FL-80-X012-00 grant for FY 2017/2018 as of June 30, 2018.
3. Sixty Thousand Dollars (\$60,000.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2018/2019 planning grant.
4. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

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

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

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

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

B. Supplemental Agreements

It is understood and agreed that, in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

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

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

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

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

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

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

(7) E-Verify.

Vendors/Contractors:

- a. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- b. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(8) Information and Reports. The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.

(9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.

(10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

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

F. Prohibited Interests.

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

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

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

G. Assignability.

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

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

8. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

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

B. Prompt Payment

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

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

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

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

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

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

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

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

9. Termination or Suspension

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

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

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5305(d) of the Urban Mass Transportation Act of 1964 (as amended)"

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

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."
 12. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
 13. Effective Date. This contract establishes the effective date of October 1, 2018, for the FTA funded work task items, and July 1, 2018, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
 14. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2019, unless a grant extension is approved by the FTA or FDOT. For

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2018/2019 Unified Planning Work Program
Pass-thru Funding Agreement

the TD and Local funds, this Agreement shall terminate at midnight, June 30, 2019. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

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

Witness



MetroPlan Orlando

By: 
Harold W. Barley, Executive Director

Date: 8-16-18

Witness



Central Florida Regional
Transportation Authority

By: _____
Edward L. Johnson, Chief Executive Officer

Date: _____

Exhibit A - Project Scope & Budget
Updated as of Budget Amendment #1

Central Florida Regional Transportation Authority Participation
FY 2018/2019 Orlando Urban Area Unified Planning Work Program
FTA & TD Funded Tasks for FY 2018/2019

Element	Element Description	Estimated Work/Cash Reimbursement			
		FTA X012-00	FTA X013-00	TD	Total
210	Transit System Monitoring	\$ 26,191.79	\$ 60,000.00		\$ 86,191.79
810	Transit Planning	\$ 27,197.98	\$ 273,120.00		\$ 300,317.98
820	Management & Operations	\$ 43,490.46	\$ 75,000.00		\$ 118,490.46
840	Smart Growth Planning	\$ 50,000.00	\$ 50,000.00		\$ 100,000.00
850	Transportation Disadvantaged Planning	\$ 13,432.48	\$ 100,000.00	\$ 60,000.00	\$ 173,432.48
TOTALS:		\$ 160,312.71	\$ 558,120.00	\$ 60,000.00	\$ 778,432.71

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2018/2019 Unified Planning Work Program
Pass-thru Funding Agreement

Exhibit B
Form Letter

July 1, 2018
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

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

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

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

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

Sincerely,

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

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

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$60,000

COMPLIANCE REQUIREMENTS:

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

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

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

Matching: There is no matching requirement under this grant.

EXHIBIT D

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

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

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

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

Allowable Cost: \$160,312.71 from FTA FL-80-X012-00, \$558,120.00 from FTA FL-80-X013-00 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

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

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.G.

To: LYNX Finance & Audit Committee

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Belinda Balleras
(Technical Contact)
Eric Hale
(Technical Contact)
Tellis Chandler
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Board Ratification on Grant Applications Submitted to the Florida Department of Transportation (FDOT) Public Transportation Emergency Relief Program for Resilience Projects**

Date: 9/25/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification on the grant applications submitted to the Florida Department of Transportation for resilience projects in the total amount of \$1.75 million, as follows:

Upgrade hurricane resistant windows at LCS to meet new standards	\$1,100,000
Convert three LOC emergency generators to natural gas	\$ 650,000

BACKGROUND:

The Federal Transit Administration (FTA) announced the allocation of \$277.5 million under the Public Transportation Emergency Relief Program (ERP) to States, Territories, and public transportation agencies affected by Hurricanes Harvey, Irma, and Maria. FTA's Emergency Relief Program provides FTA with primary responsibility for reimbursing emergency response and recovery costs after an emergency or major disaster that affects public transportation systems. As such, public transportation agencies, States, Territories, local governmental authorities, Indian tribes, and other FTA grant recipients that provide or fund public transportation service in the affected areas are eligible for Emergency Relief funding under the program.

Within the \$277.5 million announced on May 31, 2018, FTA is allocating \$44.2 million for project elements or stand-alone projects that increase the resilience of the affected transit systems to future disasters. Such resilience investments shall be subject to specific conditions.

LYNX Finance & Audit Committee Agenda

The Florida Department of Transportation is managing the state-wide allocation for Resilience Projects in the total amount of \$6,619,000. A Resilience Project is a capital project designed and built to address existing and future vulnerabilities to a public transportation facility or system due to a probable occurrence or reoccurrence of an emergency or major disaster in the geographic area in which the public transportation system is located, and which may include the consideration of projected changes in developing patterns, demographics, or climate change and extreme weather patterns. All projects submitted for consideration must be projects to protect equipment and facilities from future emergencies or major disasters.

FDOT applications were due on August 3, 2018. LYNX submitted two applications to FDOT, as follows:

- Upgrade hurricane resistant windows at LCS to meet new standards	\$1,100,000
- Convert three LOC emergency generators to natural gas	<u>\$ 650,000</u>
Total funding requested	\$1,750,000

The LYNX Central Station (LCS) building was built prior to the development of International Code Council's high wind shelter standards in 2006/2007. These windows are rated at 100 mph. Florida has recently moved toward prioritizing Florida-specific regulations while still adhering to internationally recognized standards. The state revamped construction codes as a result of the devastations from Hurricanes Andrew in 1992 and Charley & Frances in 2004. LYNX proposes to upgrade the LCS administration building and passenger terminal area windows with dual pane hurricane impact-resistant windows that are designed for 200 mph winds and could potentially handle a direct hit. The material dual pane hurricane-resistant windows are being manufactured with the capability of withstanding storm winds up to 200 mph. Dual pane hurricane-resistant windows will also provide energy efficiency to the building, including minimum sound disturbance and UV protection.

LYNX proposes to convert the 3 LOC generators to natural gas to mitigate all the risks and limitations from the use of diesel fuel and unpredictability of continuous fuel supply during natural disasters. The three generator tanks at LOC can only hold 8 hours of fuel. During hurricane Irma, LYNX required two full time employees during the storm, continually transporting fuel from the large tanks used to fuel the buses to the generator tanks via a small tank trailer. Diesel has been the primary fuel source for our backup generators in previous storms. Over the 3 peak days of IRMA, LYNX re-filled diesel every 4 hours, equivalent to 18 times per generator. Each refill of diesel took about an hour to transport fuel and fill each tank. When power was lost during IRMA, during the height of the storm, LYNX emergency personnel had to traverse through unsafe weather conditions to refuel 3 generators in 3 locations to provide for continuity of emergency operations.

The 20% local match for the FDOT resilience projects will be soft match from transportation development credits to be authorized by FDOT. The FDOT will sub-allocate the resilience funding for any sub-awards made to FTA grant recipients.

Attached are copies of the two application submitted to FDOT for the ERP resilience projects.

LYNX Finance & Audit Cmmittee Agenda

FISCAL IMPACT:

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



**Emergency Relief Program for Public Transit Systems
LYNX Resilience Projects**

Resilience Project #1: **Convert 3 Emergency Generators to Natural Gas**

Project Applicant: Central Florida Regional Transportation Authority, dba LYNX
455 N. Garland Ave, Orlando FL. 32803

Date of Application: August 3, 2018

Project Location: LYNX Operations Center, 2500 LYNX Lane, Orlando FL. 32804

Project Contact: Eric Hale, Deputy Director of Facilities
ehale@golynx.com, 407-254-6085

Grant Contact: Belinda Balleras, Manager of Grants
bballeras@golynx.com, 407-254-6115

Project Description:

The LYNX Operations Center (LOC) is an operational complex located in Orlando at the northeast intersection of Princeton Street and John Young Parkway and is physically divided by Lynx Lane, a public access road. This location has the primary maintenance complex with 28 bays, multiple fueling lanes, 310+ bus parking areas, a bus wash facility, a 30-bus canopy, two employee parking lots, and visitors parking lots. The functions within the administrative building (LOC-B) include transit operations, human resources, risk management, safety, security, training, wellness center, operator's lounge, revenue collection, transit supervision, bus operations/dispatch, radio room, mobility management and customer service.

There are three generators at LOC locations: 1) LOC-A building serves the maintenance functional areas, including 28 bays, 2) LOC- B building provides for the administrative and operational functions and 3) LOC-C Fuel Station.

LOC serves as the LYNX Emergency Operations Center (EOC), equipped with all the necessary support systems such as IT and communications equipment to allow live immediate contacts with the regional EOC. LYNX serves as the primary emergency transportation provider in support of regional emergency operations. During hurricane Irma, the LOC served as the central base for all LYNX emergency operations, summarized as follows:

- Orlando Utilities Commission (OUC) First Responders: 9 days emergency shuttles, 89 buses, 2,831 passengers
- Shelter transportation: 7 days emergency shuttles, 834 passengers
- Dispatched restored routes after hurricane Irma: 25 buses, 467 passengers
- Access LYNX paratransit evacuation services provided: 278 trips, 439 passengers
- LYNX emergency employees housed at LOC provided various emergency operations functions before, during and after hurricane Irma.

LYNX proposes to convert the 3 LOC generators to natural gas to mitigate all the risks and limitations from the use of diesel fuel and unpredictability of continuous fuel supply during natural disasters. The three generator tanks at LOC can only hold 8 hours of fuel. During hurricane Irma, LYNX required two full time employees during the storm, continually transporting fuel from the large tanks used to fuel the buses to the generator tanks via a small tank trailer. Diesel has been the primary fuel source for our backup generators in previous storms. Over the 3 peak days of IRMA, LYNX re-filled diesel every 4 hours, equivalent to 18 times per generator. Each refill of diesel took about an hour to transport fuel and fill each tank. When power was lost during IRMA, during the height of the storm, LYNX emergency personnel had to traverse through unsafe weather conditions to refuel 3 generators in 3 locations to provide for continuity of emergency operations.

The price of natural gas is fairly stable compared to diesel pricing which can erratically increase during emergencies, due to demand and limited availability of supply. Unpredictability of diesel supply is a major risk factor during times of storm. Natural gas would be piped directly to the generator and is not affected by power outages or diesel supply limitations. Also, it is underground, does not require power and is very reliable during a storm. Retrofitting our existing generators to natural gas will also reduce direct manpower requirements to support the functioning of the emergency generators.

Emergency generators are critical assets for continuity of operations and as power supply during emergencies. LYNX has evaluated various alternatives for fueling generators to maintain a state of good repair and to provide assurance of continuity of operations during critical and sustained longer periods of emergencies. 1) Battery stored back-up power is not adequate for long periods of outages. 2) Solar power generators require back-up battery and may prove inadequate for long periods of outages. Natural gas is cost effective for a capital investment, operationally efficient and relies significantly less manpower to sustain operations.

Project Budget:

• Engineering	\$ 130,000
• Design and site work	\$ 160,000
• Materials and Installation	\$ 360,000
	=====
Estimated Total Project Cost	\$ 650,000

Funding request: FTA share \$650,000

Soft match: Transportation Development Credits

Anticipated length of time to complete the project: Approximately 2 years from award/ FDOT grant agreement execution.

Scope Development/RFB/Board authorizations:	4-5 months
Engineering and design:	6-8 months
Materials/Installation:	6-8 months

Timeline for anticipated Board Approval: Contract award approximately 90-120 days from grant agreement execution

I certify that this grant application is project ready and meets all the requirements for emergency relief funding.

Edward L. Johnson

Chief Executive Officer

Signature



Date

3 Aug 12



**Emergency Relief Program for Public Transit Systems
LYNX Resilience Projects**

Resilience Project #2: Install Hurricane Resistant Windows at LYNX Central Station

Project Applicant: Central Florida Regional Transportation Authority, d/b/a LYNX
455 N. Garland Ave, Orlando FL. 32803

Date of Application: August 3, 2018

Project Location: LYNX Central Station
455 N Garland Ave, Orlando FL. 32801

Project Contact: Eric Hale, Deputy Director of Facilities
ehale@golynx.com, 407-254-6085

Grant Contact: Belinda Balleras, Manager of Grants
bballeras@golynx.com, 407-254-6115

Project Description:

LYNX Central Station (LCS) is a regional intermodal transit hub that serves the bus system and SunRail, and is home to the LYNX administrative offices. The LCS includes a bus terminal with a breeze way transfer to the SunRail station. The terminal contains three covered pedestrian aisles with 24 bus bays, public restrooms, as well as an enclosed terminal with a customer service area where system maps, route schedules and bus tickets can be obtained. The LCS bus terminal is the major regional transfer point for the 32 routes serving the core service areas of the 3 counties, including 22 incorporated cities, along with a mix of towns and unincorporated areas. LCS serves on the average 26,000 passengers daily.

When constructed back in 2004, all 6 floors of LCS and the passenger terminal area were installed with approximately 80 single pane non-hurricane resistant windows rated at 100 mph. The LCS building was built prior to the development of International Code Council's high wind shelter standards in 2006/2007. While hurricane Irma was not a direct hit to the Orlando area, it did cause some damages. Hurricane Irma wind speeds were anticipated to reach above 100 mph over several hours, which predictably could have caused extensive damages to the administrative building.

Florida has recently moved toward prioritizing Florida-specific regulations while still adhering to internationally recognized standards. The state revamped construction codes as a result of the devastations from Hurricanes Andrew in 1992 and Charley & Frances in 2004. While the verdict on Florida's building regulations was evident after Hurricane Irma ripped through the state starting Sept. 10, 2017, a significant amount of investments will be necessary to address hurricane readiness. Not since Hurricanes Andrew in 1992 and Charley & Frances in 2004 has Florida seen the potential for a violent wind storm such as Irma which also, produced 21 tornadoes in the state.

LYNX proposes to upgrade the LCS administration building and passenger terminal area windows with dual pane hurricane impact-resistant windows that are designed for 200 mph winds and could potentially handle a direct hit. These new hurricane resistant impact windows consist of a layer of plastic sandwiched between two pieces of glass. The super strong glass may crack if hit hard enough by flying debris, but the bonded plastic interlayer will keep the pane intact and keep the wind out. These windows meet stringent ASTM International standards for wind pressurization and debris impact. The material dual pane hurricane-resistant windows are being manufactured with the capability of withstanding storm winds up to 200 mph. Dual pane hurricane-resistant windows will also provide energy efficiency to the building, including minimum sound disturbance and UV protection. High strength of the glass prevents breaking into large sharp pieces and if cracked, will create spider-like pattern.

Similar to other high rise buildings, LCS will confront the challenges of addressing the high vulnerability of existing building structures that lack the wind-resilient details from latest codes and as a result may suffer more damages in the event of catastrophic natural storms. To address LCS hurricane readiness will effectively address state of good repair goals, safety and protection of lives and properties.

While an alternative was considered, due to the over-all design of the LCS administrative building and the required consistency with downtown Orlando standards, storm shutters or panel sheets will be not be feasible and will be more costly.

LCS provides a critical transportation infrastructure that is mobility essential for the Central Florida community. LCS is a community facility providing transportation services before and after a hurricane, including restoration of normalcy to livelihoods that depend on public transportation for economic sustainability. The impact on community safety can be jeopardized if critical and essential infrastructures and facilities cannot function due to a disaster damage. If LCS is damaged or performs inadequately as a result of a disaster damage, it would create an undue burden to the many populations served directly at the station and to the multitude of riders served by the 32 LCS routes. Service industries and major employers in the Orlando area are primarily dependent upon laborers and employees that rely upon LYNX as their access to jobs. While the economic consequences to the region and to the many lives that are transit dependent whose mobility will be impaired cannot be measured, it can be assumed that this would be multiple times the capital investment requested for resilience funding.

Project Budget:

• Engineering	\$ 220,000
• Design and site work	\$ 200,000
• Materials and Installation	\$ 680,000
	=====
Estimated Total Project Cost	\$1,100,000
Funding request:	
FTA share	\$1,100,000
Soft match:	
Transportation Development Credits	

Anticipated length of time to complete the project: Approximately 2 years from award/ FDOT grant agreement execution.

Scope Development/RFB/Board authorizations:	6 months
Engineering and design:	8 months
Materials/Installation	8 months

Timeline for anticipated Board Approval: Contract award approximately 90-120 days from grant agreement execution

I certify that this grant application is project ready and meets all the requirements for emergency relief funding.

Edward L. Johnson

Chief Executive Officer

Signature



Date

3 Aug 18

LYNX Finance & Audit Cmmittee Agenda

Finance Committee Action Item #5.H.

To: LYNX Finance & Audit Committee

From: Thomas Stringer Jr
CHIEF OPERATIONS OFFICER
James Fetzer
(Technical Contact)
Christopher Plummer
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Enter into a Sole Source Agreement with Trapeze for the Conversion of the bus fleet to a single Computer Aided Dispatch / Automatic Vehicle Locator (CAD/AVL) System for an Amount Not to Exceed \$656,641

Date: 9/25/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' Authorization for the Chief Executive Officer (CEO) or designee to convert the bus fleet to a single Computer Aided Dispatch (CAD)/ Automatic Vehicle Locator (AVL) System.

This request will purchase Trapeze Ranger Mobile Data Terminal units (MDTs), radio units, Talking Bus (T-Box), and automated passenger counters (APC) from Trapeze Software Company in order to support the conversion to one Computer Aided Dispatch CAD/AVL System. The total cost of all equipment will not exceed \$1.2 million of which \$543,359 was previously approved by the Board of Directors on February 2, 2018.

BACKGROUND:

LYNX currently operates two different CAD/AVL systems. The CAD/AVL system is linked with many of the operating systems within the bus including automated passenger counters, the Talking Bus system, radios, fare boxes, and destination signs. These integrated systems are also connected to the real-time information signage located at various points in the LYNX route system and they support the DoubleMap Real-Time Bus Tracker. The Trapeze Ranger system is already installed on the majority of the fixed route fleet and is the preferred system as it has a quicker refresh rate for data transmission that is critical for real-time applications and real-time bus arrival information. The conversion to one CAD/AVL system will allow for improved customer service, improved data collection, reduced complexity and more effective route planning and evaluation.

LYNX Finance & Audit Committee Agenda

Operating two CAD/AVL systems creates the following challenges for routine transit operations and planning: data collection, data quality, route bus assignments, passenger counts, on-time performance and customer service responsiveness. These challenges require LYNX Planning, Bus Operators, Dispatch and Customer Service staff to be trained on two duplicate systems.

This project will have a few impacts on ongoing expenses, future FTA funding and MetroPlan funding. The agency will save approximately \$100,000 annually in ongoing Clever software maintenance expense. As well as have a potential amount due to the FTA of \$357,000 (Dec 2018) or \$281,000 (Apr 2019) that would be removed from future awards. To mitigate this exposure the agency is working with other FTA funded agencies to transfer the Clever assets.

Our partners at MetroPlan have agreed to fund \$254,640 of the additional \$656,641 in funding necessary to complete the project. The original cost estimate was presented to the Board in February 2018 was based on the assumption Trapeze Ranger would be able to provide software to integrate all non-Trapeze hardware and software systems. After detailed design, it was determined that the software integration of Trapeze Ranger and Clever would not be a functional solution, so a hardware conversion would be necessary.

The additional budget replaces all Clever hardware and associated equipment and enables the conversion of the bus fleet to a single system. To further decrease the cost to the agency for this conversion, LYNX maintenance teams will complete the conversion with internal resource saving in excess of \$180,000.

In order to complete the conversion to one system, Trapeze Ranger CAD/AVL, it will require the purchase of 106 Trapeze Ranger MDT units, 35 radio units, 60 T-Boxes and, 106 APCs. The equipment will be installed by the LYNX Maintenance team to significantly reduce installation expense. LYNX will initiate a five (5) bus pilot of the conversion to validate the configuration and ensure the conversion components support the agency's needs and result in improved efficiencies. Based on a successful outcome to the pilot the remaining fleet will be converted.

Two hundred and seven (207) of the LYNX fixed route buses, operate with a Trapeze Ranger CAD/AVL system, while the remaining fleet of 106 buses operate on the Clever Device CAD/AVL system.

FISCAL IMPACT:

LYNX staff will include \$656,641 in the FY2019 Preliminary Capital Budget for Phase II of this project.

Computer Aided Dispatch (CAD)/ Automatic Vehicle Locator (AVL) System Conversion

09/20/2018

Working Team:

Jim Fetzer, Doug Jamison, Leonard Antmann, Tomika Monterville, Walter Gant, Elvis Dovaes, Louemma Cromity, Chris Plummer, Craig Bayard, John Slot

+ Terri Setterington, Ken Nath and Tellis Chandler for pilot and implementation support

Executive Summary



Project Objective

To convert the bus fleet to a single Computer Aided Dispatch (CAD)/ Automatic Vehicle Locator (AVL) System.

Project Benefits

Customer	Agency
<ul style="list-style-type: none">- Improved On-time Performance- Improved accuracy of the route schedule	<ul style="list-style-type: none">- Reduced complexity- Reduced operating cost in out years- Simplified maintenance- Improved data collection supporting transit planning and funding efforts

Project Cost Estimate

\$1.2M

Customer

- After a route change, route schedules may take up to 14 days to update
 - Reduced On Time Performance of buses
 - Head signs can be incorrect due to inoperable devices
 - Mobile applications may not be accurate
-

Operations	Maintenance	Planning	Finance
<ul style="list-style-type: none">- Multiple systems to dispatch- Multiple systems for bus operators to learn- Dispatch & Customer service require two CAD systems to manage fleet and respond to customer inquiries	<ul style="list-style-type: none">- Additional training for techs to maintain- Additional parts inventory- Unsupported system hardware and software	<ul style="list-style-type: none">- Requires manual ridership sampling and increased staff time for sampling and inefficiencies for data collection- APC data must be consolidated for reporting- Second system (Clever) requires 4 week bid change turnaround vs. 2 week for Trapeze	<ul style="list-style-type: none">- Additional expense running 2 duplicate systems

Conversion Overview



BBX



Wireless
Modem for
Ranger

DR-600



This controls the
Talking Bus
System

Destination Keypad



Used to Program
destination sign

External Destination Sign



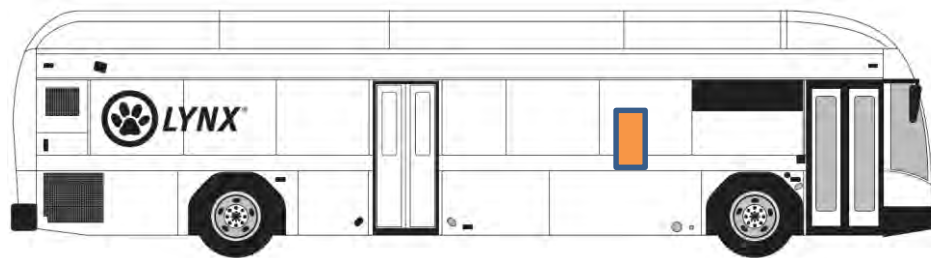
Internal Destination Sign



UTA APC
Controller



Unit used to
collect APC data



APC Counter



This is mounted between
the passenger doors

Motorola Radio



Used to
communicate with
dispatch

Radio
Handset



handset uses to
communication with
dispatch

MDT



That terminal displays
the work to the
Bus operator

Financial Analysis

Summary of Trapeze CAD/ AVL Project Operating and Capital Exposure	
Operating Expense	
Project Dedicated Labor	118,000
Trapeze Add. Bus Contract Maintenance	19,689
Clever Maint. Agreement (FY19, 1 Bid Change)	34,213
Obsolete Clever Spare Part Inventory	20,895
Subtotal Operating Exposure	192,797
Capital Expense	
Board Approved Equipment (Feb. 1, 2018 Mtg.)	543,359
Cause of Change ¹	656,641
(Add'l Equipment, Learnings, and Contingency)	
Metroplan Funded APC Capital Equip. Reimbursement	(258,640)
Subtotal Capital Exposure	941,360
¹ Additional Proprietary Equipment Needed to Bridge Solutions	
<u>Estimated Depreciation - Due to FTA Exposure (Conservative Approach)</u>	
<u>At Yr2 Dec. 2018 Go Live</u>	
<i>Clever Devices</i>	
LYMMO	27,002
Fixed Route (to be removed from bus)	126,909
<i>Clever ITS System</i>	
LYMMO ²	-
Fixed Route Real Time Phase 1 & 2	203,264
Due to FTA Repayment Exposure Dec. 2018	357,175
<u>or:</u>	
<u>At Yr2 April 2019 Go Live</u>	
<i>Clever Devices</i>	
LYMMO	-
Fixed Route (to be removed from bus)	110,642
<i>Clever ITS System</i>	
LYMMO ²	-
Fixed Route Real Time Phase 1 & 2	170,352
Due to FTA Repayment Exposure April 2019	280,994
² Additional ITS equipment may become obsolete if Trapeze CAD/AVL solution implemented and existing equipment cannot be re-purposed.	

Currently in negotiations with New Jersey Transit to assume a portion of the clever devices

Project Timeline



Assuming Board Approval; Estimated Start Date 28-Sep

Tasks	Lead	Number of Days		Comments
		Low	High	
Input and issue purchase orders to Trapeze				
1 and UTA *	Finance	1	14	
2 Order Components	Purchasing	1	7	
3 Receive Components	Material Control	35	70	
4 Package Install Kits	Maintenance	5	7	
5 Training and prototyping	Maintenance/Trapeze	4	7	
6 Installation	Maintenance	24	30	
		70	135	

Forecasted Completion Date 7-Dec 10-Feb

Next Steps



- Order necessary parts and equipment
- Understand and mitigate Clever equipment depreciation exposure
- Plan and execute five bus pilot to verify conversion results
- Plan and execute fleet conversions

Conversion Process

Fleet Technology Trends

Warranty & Maintenance Issues

Ranger Installation Costs

Ranger 4 Installation Steps

1. Radio pre-work – In process currently. Work necessary so radio communications are not impacted during conversion.
2. Remove/open panels. Remove fare box.
3. Run harnesses:
 - a. APC harness
 - b. Ranger 4 Harness
 - c. Fare box J1708 harness
 - d. TSP (traffic signal prioritization)
4. Install hardware:
 - a. Ranger MDT
 - b. Trapeze T-Box
 - c. APC; model 30, door sensors, antenna
 - d. Fare box
5. Operational/functional testing, bus programming, back-office programming
6. Re-secure all access points and panels

Fleet Technology Trends



1. Bus Location Awareness Technology Standards are changing

- Integration of bus technologies on 2G CDMA will be obsolete by 2019

2. Simplifying bus technologies lead to increased safety and fleet location awareness

- All large, urban transit systems are introducing scheduling/tracking units with one-point logons and capabilities to connect to multiple devices



Cabling and harnesses for Ranger 1 & 2 models are obsolete

- Requires in-house troubleshooting and building
- Components are difficult to source from vendors due to obsolescence

Ranger 4 Units received from Lakeland are dated

- Manufactured in 2008
- Out of warranty
- Require licensing to be operable

Thirteen (13) buses that have been converted to Ranger 2 require additional hardware

- Tbox
- APC
- Fare box interface

Ranger Installation Costs (LYNX)



Equipment	Total Units	Install Hours
Ranger 4	106	10
T-Box	70	6
APC	106	6
Radio	35	2
Total Install Hrs. Per Bus (Inc. Troubleshoot)		~21

Total Install Man Hrs - Straight Time	416
Total Install Man Hrs - OT	1,810
Total Install Hours	2,226
Manpower: Straight Time @ \$40.81/Hr. (\$)	16,977
Manpower: OT @ \$53.56/Hr. (\$)	96,944
Total Manpower Cost (\$)	\$113,921

Outsourced installation will require:

- Ranger & Tbox Installation: TOTAL – Trapeze has provided an order of magnitude estimate of \$300,000 for installation of Ranger & TBox (As of July 18, 2018)
- *Radio Installation: TBD * 35 buses = N/A
- *UTA APC Installation: \$615 * 106 buses = \$65,190

* With LYNX Installation; UTA Unit Cost for APC will be a part of the UTA Contract with LYNX.

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.I.

To: LYNX Finance & Audit Committee

From: William "John" Slot
CHIEF INNOVATION SUSTAIN OFF
Kenneth Jamison
(Technical Contact)
LEONARD ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Issue a Purchase Order to SPX d/b/a Genfare for Procurement of Fast Fare Fareboxes and Paratransit Validators for Acceptance of Fare from Cash, Smart Cards, and Mobile Ticketing for an Amount Not to Exceed \$5,663,541.57

Date: 9/25/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a purchase order to SPX d/b/a Genfare for procurement of Fast Fare Fareboxes and Paratransit validators for acceptance of fare from cash, smart cards, and mobile ticketing for an amount not to exceed \$5,663,541.57.

BACKGROUND:

LYNX installed Genfare Odyssey electronic validating fareboxes on the fixed-route fleet in 2001. All fixed-route buses delivered since that date have been ordered with the Odyssey farebox. This system is now aging and experiencing hardware breakdowns at an increased frequency.

The LYNX Board of Directors authorized at its August 9, 2012 meeting for the CEO or designee to negotiate and award a contract for ticket vending machines and affiliated computer services to ACS Transport Solutions, Inc., which became a subsidiary of Conduent, Inc. LYNX is continuing to work with SunRail and their vendor Conduent, Inc. to allow customers to load electronic versions of LYNX fare media to their SunCard and to use SunCard for fare payment on-board LYNX transit vehicles. This will require the ability to electronically read and process smart card transactions on-board LYNX vehicles. LYNX will not procure the ticket vending machines or on-board validators proposed in the original contract, which will release \$899,670 in grant funding that can be used toward the purchase of the new fareboxes.

LYNX Finance & Audit Committee Agenda

The LYNX Board of Directors authorized at its July 27, 2017 meeting for the CEO or designed to award a contract to Americaneagle.com for a mobile fare payment system that included \$1,902,865 for on-board validators. LYNX deployed the Americaneagle.com mobile fare payment application on November 9, 2017. The mobile application produces a validation screen that includes a two-dimensional bar code that can be read by a compatible bar code reader. The pass is currently visually shown to the vehicle Operator for visual validation. Americaneagle.com identified additional components required during the design phase that resulted in a cost of \$2,373,018 to install validators. LYNX will not proceed with the purchase of the validators from Americaneagle.com, which will release \$1,902,865 in grant funding that can be used toward the purchase of the new fareboxes.

Fixed Route Bus Equipment				
Item	Description	Quantity	Unit Price	Item Total
1	Fast Fare Electronic Revenue Center (32.5", 36", or 41") includes Operator Control Unit, Swipe Card Reader, WiFi, 2D Barcode Reader, and Smart Card Reader.	313	\$ 13,450.00	\$ 4,209,850.00
2	J1708 Interface Cable, 20ft.	313	\$ 21.00	\$ 6,573.00
3	Farebox Spare Parts (approximately 5%)	Lump Sum	\$ 210,821.15	\$ 210,821.15
4	Farebox Installation	313	\$ 550.00	\$ 172,150.00
	Sub-total			\$ 4,599,394.15
Vaulting Equipment				
Item	Description	Quantity	Unit Price	Item Total
1	Cashbox Receiver Upgrade to accept Fast Fare cashbox	6	\$ 8,155.00	\$ 48,930.00
	Sub-total			\$ 48,930.00
Paratransit Bus Equipment				
Item	Description	Quantity	Unit Price	Item Total
1	FAST FARE-e (Smart Card Reader, Barcode Reader, Magnetic Swipe Card Reader, Operator Control Unit, Wireless Data Transmission)	175	\$ 2,200.00	\$ 385,000.00
2	J1708 Interface Cable, 20ft.	175	\$ 21.00	\$ 3,675.00
3	J1708 Interface Software License	175	\$ 175.00	\$ 30,625.00
4	Fast Fare-e Spare Units	9	\$ 2,200.00	\$ 19,800.00
5	Fast Fare-e Installation	175	\$ 350.00	\$ 61,250.00
	Sub-total			\$ 500,350.00
	Total for Fare Collection Equipment			\$ 5,148,674.15
	Contingency			\$ 514,867.42
	Total			\$ 5,663,541.57

Staff has worked with the existing LYNX fare system vendor, Genfare, to identify that the new Fast Fare farebox has the capability to process the SunCard smart card fare media and the bar code reader to process the Americaneagle.com mobile fare payment two-dimensional bar code. The Fast Fare farebox will update the aging farebox system, combining the traditional fare media of cash and magnetic stripe tickets with the newer technologies of smart cards and mobile payments into a single hardware platform. The Genfare Fast Fare-e validator provides the ability to process magnetic stripe tickets, smart cards, and mobile fare payment on the smaller demand

LYNX Finance & Audit Cmmittee Agenda

response vehicles in which a full size farebox cannot be installed. Each device seamlessly integrates with the Genfare fare system providing a single system for reporting of all transactions regardless of type.

LYNX has identified a competitively bid contract awarded by Broward County to Genfare that allows LYNX to “piggy back” the purchase of the validating fareboxes off of the contract.

FISCAL IMPACT:

LYNX staff will include \$5,663,542 in the FY2019 Preliminary Capital Budget for the procurement of Fast Fare Electronic Revenue Center Fareboxes, Fast Fare-e validation for demand response vehicles, and associated hardware for this project.

LYNX Finance & Audit Committee Agenda

Finance Committee Action Item #5.J.

To: LYNX Finance & Audit Committee

From: Terri Settingington
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
(Technical Contact)
Albert Francis
(Technical Contact)
Terri Settingington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Waive Collective Bargaining and Approve Amendment to Eliminate Interest on the Return of Participant Contributions in the Amalgamated Transit Union (ATU) Local 1596 Pension Plan

Date: 9/25/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to waive collective bargaining and approve an amendment to the Amalgamated Transit Union Local 1596 Pension Plan to eliminate the payment of interest on return of participant contributions.

BACKGROUND:

The Amalgamated Transit Union Local 1596 Pension Plan ("Plan") provides retirement benefits for certain LYNX employees represented by the Amalgamated Transit Union AFL-CIO Local 1596 ("Union").

The Plan provides that if a participant terminates employment with LYNX before the participant has completed enough service to fully vest in Plan benefits, the Plan participant may receive a return of the contributions the participant had previously paid to the Plan, plus 5% interest.

The Plan's Board of Trustees has proposed that the Plan be amended to provide that interest will no longer be paid on return of participant contributions, to conserve Plan assets. The proposed effective date of the amendment is March 31, 2013. The Plan's Board of Trustees has operated the Plan consistently as if the amendment was in place since that date. A copy of the draft Plan document amendment, as proposed by the attorney for the Plan's Board of Trustees, is attached below (Attachment A).

LYNX Finance & Audit Cmmittee Agenda

Article 30, section 1 of the current Labor Agreement (October 1, 2017 through September 30, 2020) ("CBA") between LYNX and the Union provides that LYNX and/or the Union has the right to require that changes to pension benefits be approved through the collective bargaining process. Article 30, section 6 of the CBA further states:

"The parties acknowledge that while the Pension Plan Trustee Board members have a fiduciary duty, their responsibilities are administrative in nature and that any aspect of the pension plan (including benefits or costs) that impacts bargaining unit member terms and conditions of employment are subject to collective bargaining."

The attorney for the Plan's Board of Trustees has asked LYNX and the Union if they will approve the proposed Plan amendment.

The Union has agreed to waive bargaining over the proposed Plan amendment. A copy of the waiver communication from the Union's attorney is attached (Attachment B).

The CEO has reviewed this matter and is of the opinion that the proposed Plan amendment is in the best interests of LYNX and the Plan, and that collective bargaining over this particular matter is not necessary.

FISCAL IMPACT:

LYNX contributes at least 65% of the principal funding to the Plan. Removing interest on return of Plan participant contributions reduces Plan costs. Plan costs are reduced because more funding remains in the Plan to pay vested Plan benefits. A reduction in Plan costs should save on LYNX's contribution costs. The savings are not expected to be a large amount, but any conservation of LYNX funding (ultimately, taxpayer dollars) is positive.

Attachment B – Union's Waiver of Collective Bargaining

From: Eric Lindstrom

Sent: Wednesday, August 22, 2018 4:50 PM

To: Robert Sugarman

Cc: James W. Seegers; Ronald Morgan; Baur, J Scott; Pedro Herrera; Jessica De la Torre Vila

Subject: Re: ATU Local 15956 Pension Fund - eliminate refund of interest on contributions

Thanks for the notice, Bob. The union does not wish to bargain over that amendment.

Eric J. Lindstrom

Board Certified Labor & Employment Lawyer

Egan, Lev, Lindstrom & Siwica, P.A.

elindstrom@eganlev.com

1617 NW 16th Avenue

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On Aug 22, 2018, at 4:10 PM, Robert Sugarman wrote:

Dear Jay and Eric,

The Board of Trustees of the ATU Local 1596 voted to amend the plan to eliminate the payment of interest on contributions refunded to members who terminate employment.

The trustees seek the Authority and union's approval of this change so they can implement it. This was done to save the pension fund money.

The trustees meet next Tuesday and would like to implement this plan change.

Can you please advise us if your clients will approve this change.

Thanks

Bob Sugarman

SUGARMAN & SUSSKIND

100 MIRACLE MILE, SUITE 300

CORAL GABLES, FLORIDA 33134

(305)529-2801 – Main

(954)327-2878 – Broward

(305)447-8115 – Fax

Email: sugarman@sugarmansusskind.com

LYNX Board Agenda

ATTACHMENTS:

Attachment A – Draft Plan Amendment

AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN

Amendment No. [insert]

The AGREEMENT AND DECLARATION OF TRUST of the AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN, as amended and restated on May 24, 2011 is hereby changed as follows:

1. Section 7.01, Vesting and Forfeitures, subsection (B) is hereby changed as follows:

(B) A Participant shall be vested in his or her own contributions and shall be entitled to a refund of such contributions, ~~along with five percent (5%) interest compounded annually without interest~~, in the event the Participant terminates employment without being vested in Employer contributions

2. Section 9.06, Return of Employee Contributions, subsection (A), is hereby changed as follows:

(A) Employee contributions shall be returned without interest ~~at the rate of five percent (5%) compounded annually~~ if an employee does not qualify for a pension. When an active Participant who is not vested dies, his or her contributions shall be returned to their beneficiary or their estate, whichever is applicable, in the form of a lump sum payment.

3. Section 9.07, Deferred Retirement Option Plan (“DROP”) and Share Plan, subsection (B)(4), is hereby changed as follows:

(4) Return of contributions. Any member who terminates employment with the Employer prior to vesting, and who chooses a return of his or her contributions shall receive the return of his or her individual member account, without interest as provided for return of employee contributions.

LYNX ard Agenda

EXCEPT AS CHANGED HEREIN, THE AMALGAMATED TRANSIT UNION
LOCAL 1596 PENSION PLAN AGREEMENT AND DECLARATION OF TRUST,
RESTATED MAY 24, 2011, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment [No.
insert] to the Restated Pension Plan to be ADOPTED [insert relevant date(s)].

TRUSTEES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____