

Meeting Date: 9/27/2018
Meeting Time: 1:00 PM

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

1. Call to Order

2. Approval of Minutes

-  Board of Director's Minutes 07/26/18 Pg 5

3. Recognition

- 20 Years of Service Awards
- 25 Years of Service Awards

4. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

5. Chief Executive Officer's Report


6. Oversight Committee Report

7. Consent Agenda





A. Request for Proposal (RFP)


- i.  Authorization to Release a Request for Proposal (RFP) to Procure Executive Search and Recruitment Services Pg 12



B. Invitation for Bid (IFB)


- i.  Authorization to Release an Invitation for Bid (IFB) for the upgrade of a Section of Concrete at the Bus Wash Exit Area for a Not to Exceed Amount of Two Hundred Fifty Thousand Dollars (\$250,000) Pg 13


C. Award Contracts

- i.  Authorization to Execute a Contract with Mansfield Oil Company, Palmdale Oil Company, and Lynch Oil for Diesel, Unleaded Gasoline, and Bio-Product Fuel in a Not-To-Exceed Amount of \$3,000,000 for a Period of One (1) Year Pg 14
- ii.  Authorization to Execute a Contract with Haines City Fire Extinguisher Service, Inc. for Amerex Fire Extinguisher, Suppression Preventative Maintenance and Related Services for a Not-To-Exceed Amount of \$178,716 Pg 17
- iii.  Authorization to Award a Contract to Palmdale Oil Company and Seaboard Distribution, Inc. for Bulk Motor Oil and Fluids in a Not-To-Exceed Amount of \$1,470,265 Pg 19
- iv.  Ratification of Bus Service Agreement #18-C138 with Lakeland Area Mass Transit District (NeighborLink 603) in the Amount of \$183,055 for a Period of One (1) Year Pg 21


-Attachments 

- v.  Authorization to Award a Contract to Spencer Fabrication Inc. for the Manufacturing of Bus Shelters and Transit Related Amenities for a Not To Exceed Amount of \$3,065,625 for a Contract Period of Three (3) Years Pg 35
- vi.  Ratification of Bus Service Agreement #18-C137 with Lakeland Area Mass Transit District (Link 416 and 427) in the Amount of \$821,769 for a Period of One (1) Year Pg 38


-Attachments 


- vii.  Authorization to Execute a Contract with McCree Design Builders, Inc. for Design-Build Services for the LYNX Operations Center (LOC) Expansion Project Parking Lot and Administrative Modular Structure and All Supporting Requirements in the Amount of \$3,734,166 Pg 54


D. Miscellaneous

- i.  Board Ratification on Grant Applications Submitted to the Florida Department of Transportation (FDOT) Public Transportation Emergency Relief Program for Resilience Projects Pg 57


-Attachments  

- ii.  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 Funding in the Amount of \$618,120 Pg 66


-Attachments 


- iii.  Ratification of the Bus Service Agreement #18-C133 with the University of Central Florida (UCF) for the Elimination of the KnightLYNX Red Line and the Annual Service Agreement for the KnightLYNX Blue Line Service in the amount of \$43,185 for a Period of One (1) Year Pg 82


-Attachments 


- iv.  Authorization to Execute a Bus Service Agreement #18-C134 with the Econ River High School - Greater Orlando Campus (SHS) in the Amount of \$199,102 for a Period of One (1) Year Pg 102


-Attachments 


- v.  Authorization to Solicit FY2019 Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program Pg 115










- vi.  Authorization to Transfer Three Paratransit Vehicles to BrightStart Pediatrics for the 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Pg 117

- vii.  Authorization to Increase the Contract Amount with Baker & Hostetler, LLC for a Not to Exceed amount of \$400,000 for a period of one (1) year Pg 119


- viii.  Authorization to Increase the Contract for Legal Services with Akerman, LLP in a Not to Exceed amount of \$720,000 for a Period of One (1) Year Pg 120

- ix.  Authorization to Auction Surplus Capital Items Pg 121

- x.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 124




- xi.  Authorization to Transfer Two Salvaged Forty-Foot Vehicles to Valencia College Fire Rescue Institute Pg 128
-Attachments 
- xii.  Authorization to Transfer Two (2) Ticket Vending Machines to the Florida Department of Transportation/SunRail Pg 129
- xiii.  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 131
- xiv.  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 134
-Attachments 
- xv.  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 149
-Attachments  

8. Action Agenda

- A.  Authorization to Amend the No Show Policy for Paratransit and Neighborlink Services Pg 154
-Attachments 
- B.  Ratification of the Amendment to the Existing Contract for ACCESSLYNX Paratransit Services with MV Transportation Inc., to Reflect an Annual Fixed Price Fee of \$19,200,000 Pg 160
-Attachments 
- C.  Authorization to Adopt Fiscal Year 2019 Operating and Capital Budgets Pg 169
-Attachments  
- D.  Authorization to Enter into the FY2019 Service Funding Agreements with the Regional Funding Partners Pg 192
-Attachments        

9. Work Session

10. Information Items

- A.  Mobility Management Support & Paratransit Vehicle Analysis Pg 367
-Attachments 
- B.  Update on Public Involvement for Rosemont Transfer Center Pg 372

11. Other Business

12. Monthly Reports

- A.  July Ridership Report Pg 376
-Attachments 
- B.  Marketing Communication Report: July 2018 - August 2018 Pg 382
- C.  Planning & Development Report Pg 398

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

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

LYNX
Central Florida Regional Transportation Authority
Board of Directors' Meeting Minutes

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

DATE: July 26, 2018

TIME: 1:00 p.m.

Members in Attendance:

Lee Constantine, Chair, Seminole County
Buddy Dyer, Mayor, City of Orlando,
Teresa Jacobs, Mayor, Orange County
Viviana Janer, Commissioner, Osceola County BoCC
Mike Shannon, Secretary, 5th District, Florida Department of Transportation

1. Call to Order

Chair Constantine called the meeting to order at 1:04 p.m.

2. Approval of Meeting Minutes: Chair Constantine asked the Board if there was any discussion about the March 22, 2018 meeting minutes. A motion was made by **Commissioner** Janer and seconded by Mayor Dyer. The minutes were unanimously approved as presented.

Chair Constantine advised the Board members that the order of the agenda for this meeting **had been modified due to conflict of board member's schedule.**

3. Work Session (#9 on Agenda)

A. Discussion on Legal Services Request for Proposal Evaluation

Mr. Johnson stated that the board had made a recommendation to reconvene the SEC and bring a 3rd party legal team to assist in discussing how we move forward with legal services for LYNX.

Ty Jackson, from the legal team of Gray Robinson's Tallahassee office was contacted. Mr. Jackson met with SEC members back in April and is here to provide an update as well as give a recommendation on how LYNX should move forward with its Legal Services.

The Options were:

1. Continue to contract legal services as they have been in the past 25 years
2. Go completely in house, bring in a full team to handle every legal issue, or
3. A combination of both: some in house and some contracted out with a legal counsel.

The recommendation was to hire an in-house legal counsel to handle day to day legal services and to continue to contract with outside legal counsel such as Akerman Senterfeit, and Baker & Hostetler for the other items such as bond counsel, union issues, and **worker's compensation for** cases when LYNX has a litigation matter that is going to go to trial.

That LYNX Re-issue an RFP for legal services (outside of an in-house general counsel and that the description and reporting structure come before the board for the recruitment of the in house general counsel) and to bring it back to the board under a work session to review the different policies that may be adopted.

Gray Robinson will work with LYNX to craft the scope of work for the next solicitation that will go out to get the contract for those kinds of services, that LYNX will still need to contract for and extend the current legal service contract for one year to allow us time to advertise the position, recruit someone, get them in, get the transfer to take place and go forward with the solicitation and the in house person.

Mayor Dyer stated that since LYNX currently does not have an in-house general counsel, administrative rules will need to be drafted and adopted and a determination will be made if they will report to the board or to the CEO.

Mayor Jacobs suggested bringing this back to the board as a work session, to review different policies that might be adopted, in addition to the organizational chart. She stated that in many organizations of our nature, the relationship of legal counsel to the board is fairly sacrosanct although their county attorney has a responsibility to the board, he also has a responsibility to the organization. It should also be clear to this board that the board has the authority to make that decision and what authority they have when it comes to re-appointment. Any person applying for this job, should also be able to understand the reporting structure and the expectations.

Commissioner Janer is in favor of the motion if the description along with the reporting structure comes back to the board before the recruitment is put out. She said she would not like to misrepresent before someone applies.

Mayor Dyer stated he moved to include this in the motion. Mayor Jacobs seconded. The motion passed unanimously.

Chair Constantine stated that the motion was rather lengthy but the board was understanding and were in accord. The motion was to:

1. Cancel the RFP currently active for Legal Services;

2. Extend the two existing contracts with Akerman Senterfeit and Baker & Hostetler for an additional year;
3. Authorized to re-issue an RFP for legal services (outside of an in-house general counsel and that the description and reporting structure come before the board for the recruitment of the in house general counsel). A recommendation was made to bring this back to the board under a work session to review different policies that may be adopted.

B. FY2019 Preliminary Operating and Capital Budgets 15:17:30

Bert Francis stated that Finance and Audit Committee as well as the Oversight Committee have reviewed and approved it. It was recommended to take to the Board for final approval. Mr. Francis said they will bring the final version to the Board in September.

The operating budget is shy of \$136 million and the Capital budget just a little over \$101 million. We will ask for your approval so we can move this process forward.

A Motion to approve was made and passed unanimously.

4. CONSENT AGENDA: (#7 on Agenda)

Chair Constantine explained that the agenda schedule had been modified for the purpose of the commission and their schedules.

Consent Agenda Item A.ii on the Consent Agenda Authorization to Release a Request for Proposal (RFP) to Procure Information Bike and Scooter Share at Major Transfer Points Along LYNX' Transit Alignments has been postponed for a later date and removed from this consent agenda.

Mr. Johnson stated there were some changes on Consent Agenda Items A.iii and 7.D.iv

Consent Agenda Item A.iii Authorization to Release a Request for Proposal (RFP) to Procure Consultant Services for Autonomous Vehicles for the BRT/LYMMO Routes for a not to Exceed Amount of \$1,000,000 (One Million) Dollars for a Contract Period of Two (2) Years. Mr. Johnson stated that the correct amount should read as \$300,000 (not one million).

Consent Agenda Item D.iv, Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) for Fiscal Year 2018 Competitive Funding Opportunity: Grants for Buses and Bus Facilities Infrastructure Investment Program for a Southern Operations Base. The board members mention that we are in discussion with Osceola County for land donation. This has not been resolved at this time. If we are not able to work out a deal with Osceola County, we will have to come up with a local match. The public discussion project is going after Federal Grant with FTA so that we can construct a Southern Operations Base.

Chair Constantine asked Mr. Johnson to comment on Items B.ii and B.iii.

Mr. Johnson stated that on Consent Agenda Item B.iii, Authorization to Award a Contract to New Flyer for the purchase of up to seventy-five (75) CNG (Compressed Natural Gas) sixty-foot (60') articulated buses with a not-to-exceed amount of one million (\$1,000,000) dollars per vehicle. The Contract term is three (3) years with the option to extend two (2) one (1) year periods. We released an RFP to purchase new flyer articulated buses. This project was released with MARTA transit agency in mind so they can purchase off of this contract as well. We are asking for authorization to purchase 15 articulated buses off that contract.

Consent Agenda Item D.ii, Authorization to Submit the Fiscal Year 2018/2019 Transportation Disadvantaged Trip and Equipment Grant Application. Mr. Johnson stated we are asking for authorization for the transportation disadvantage commission for 5.4 million. Florida State Legislature made some changes to the statutes where planning dollars that normally go the MetroPlan Orlando is now coming to LYNX and we have to create an agreement for MetroPlan and they have to invoice us for services they deliver.

Mayor Jacobs moved to approve, Commissioner Janer seconded, motion passed unanimously.

Chair Constantine stated we would go to Public Comments next. Commissioner Janer said she was concerned that we are taking action items before Public comments and requested recommendation from legal counsel on the new revised format of the agenda. She said that they take public comments before they take votes on the consent and action items.

Pat Christiansen stated that they should stick with the current agenda.

Chair Constantine said he would continue with the Public Comments before Action Items.

5. PUBLIC COMMENTS: (#4 on Agenda)

Margo Wright addressed the Board stating she has been a rider of LYNX since 1981 and wants to compliment operator 1611 for his great customer service and always on time service. She said she had a bad experience about a month ago when she rang the bell to exit the bus and the operator was rude. For the most part operators are very nice. She said there was a contest back **in the 90's that encouraged operators and while service has improved there are still ways to encourage ridership.**

Mayor Jacobs **requested assistance with obtaining the operator's name so that she can send him a letter commending him for his customer service. Ismael Rivera, Union President whom happened to be in attendance, provided her with operator 1611's name (Marcos Ruiz).**

Vicky Vargo, Director of Lake Orlando Homeowners Association provided handouts to the board with her concerns of the Rosemont Superstop. She stated that Rosemont Superstop is the 2nd busiest stop. This has been an ongoing issue and their main concern is safety. They bring this to the board in hopes of a resolution to move the stop to a different location or provide security as the LYNX Central station has.

George Morning, resident at Rosemont for 25 years also on the Lake Orlando Homeowners Association board for approximately 10 years now. He is very involved with the HOA and also has a community task force where OPD, code enforcement and LYNX meet monthly to discuss

community issues. After several discussions about moving the station, they have been informed it will not be moved. He would like to be involved in the design. The stop is different from any other transfer station as it on a two way street and the curb will have to be expanded, moved back to allow the buses to flow through. They are requesting support from the board and want an opportunity to come back to continue to address the board and CEO to share their concerns.

Mr. Johnson stated that Ms. Vargo is correct, there has been a lot of involvement with the community and LYNX. The communication has been with the City of Orlando specifically **Commissioner Stuart's office as well as Orlando Police Department. LYNX has looked at a number** of alternatives where we can relocate the facility, as LYNX has looked at additional sites, there are additional expenses that go with the moving the stop. The estimated cost on an annual basis is at a minimum of \$200,000 and that will require moving other routes into other stations. If LYNX was to move all of the bus routes with the relocations of that station, the cost will be even higher. LYNX has been looking at the best way they can physically meet the needs of the community. **They've worked very closely with the city to ensure they have more lighting in the area, a lot of** the tree foliage in the ground has been scaled back considerably. The best thing that can be done at this point is to work with the community on other designs that can be put in place. That is one of the things that the staff has been working diligently about is making sure of community involvement process. Mr. Johnson recommends that the staff come back to the committee and **provide an update on things they've been doing in the past two years and where we think we** should be going.

Mayor Jacobs asked Mr. Johnson to also come back to the Board and let them know what the cost would be to have a security presence there. Mayor Jacobs said she is familiar with the area and understands their concerns. Money is important, but public safety trumps over. If there is a way to provide more security, there is a most **cost effective way they'd like to pursue that as well.**

Chair Constantine continued with the order of the agenda. The portion of recognition has been postponed completely.

6. OVERSIGHT COMMITTEE REPORT: (#6 on Agenda)

The Oversight Committee Report was presented by Commissioner Janer. She stated that she has been on the oversight committee for several years now and normally the larger items come to the Oversight for review, but has noticed that lately the larger ticket items are not being reviewed **by the Oversight Committee and wants to bring this to the board's attention.** During the agenda briefings, she asks questions as she is sure each member does, but stressed that there were large items that have not been brought forward to the Oversight Committee therefore they have not been reviewing them.

Commissioner Janer reviewed some of the presentations heard in the Oversight Committee meeting held earlier that morning which included: Paratransit Program; Vanpool Program and Autonomous Programs for downtown LYMMO. In addition Mr. Francis provided a presentation on the FY19 Proposed Capital Budget. There were some consent agenda items recommended, which have already been voted on in this meeting. Items 7.a.iii; 7.b.i; 7.c.i and 7.d.v.

Mayor Jacobs explained that the order of the agenda had been moved because of scheduling conflicts and staff was trying to re-arrange the agenda and that is the reason the agenda seemed a bit chaotic. Although a bit chaotic, it has been done properly.

7. ACTION AGENDA: (#8 on Agenda)

A. Authorization to Approve the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Year Ended September 30, 2017

Mr. Johnson asked Ron Conrad from Cherry Bekaert LLP to provide a review from the Financial Audit. Mr. Conrad mentioned that the report date was February 22nd and the report was due in March and we are waiting to see if LYNX has received the certification of achievement for excellence in financial reporting. The audit was conducted in accordance with Government Auditing Standards and for the grants in accordance with the Federal Uniform guidance and state single audit requirements. They did have a clean opinion on everything that they opined on, there was no material weakness, no significant deficiencies. There were a couple of comments to help improve internal control on information technology claims management, self-insurance management appropriately responded to the comments. They presented to the Finance and Oversight Committees back in March and the items were addressed back then and everything was ok.

Mr. Johnson expressed his gratitude to Mr. Conrad for the great job he has done. He has provided great information on how LYNX will continue to make sure we are operating efficiently and effectively. A motion to approve

B. Authorization to Amend the FY2018 Operating and Capital Budgets

Authorization to amend the 2018 Operating and Capital Budget presented by Bert Francis, Chief Financial Officer stated that the budget has been vetted by the Finance and Audit Committee as well as the Oversight Committee. We ask for the board approval to amend the FY18 operating budget as presented.

Commissioner Janer moved to approve but stated that LYNX does not have the capability to dip in much further. Mayor Jacobs seconded and Chair Constantine stated the motion has been approved with caution on the reserves being low.

8. Information Items: (#10 on Agenda)

Notification of Settlement Agreement Pursuant to Administrative Rule 6

Mr. Johnson stated that the information items are to be reviewed at the member's leisure.

9. Other Business: (#11 on Agenda)

None heard

10. Monthly Reports: (#12 on the Agenda)

Mr. Johnson said the reports are in each of their packets also to be reviewed at their leisure.

FY2018 3rd Quarter Financial Report - October to June 2018

FY2018 Ridership Report through April 2018

Marketing Communications Report: March 2018 - June 2018

Planning & Development Report

Chair Constantine adjourned the meeting at 2:00 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the July 26, 2018 **LYNX Board of Director's** meeting are true and correct, approved by the Board of Directors.

X

Assistant

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Terri Settingington
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) to Procure Executive Search and Recruitment Services

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) to procure executive search and recruiting services.

BACKGROUND:

LYNX has current and future requirements for executive search and recruiting services. The search for these hard to fill positions will be conducted both locally and nationally.

LYNX has over 20 specialized open positions that are posing a challenge to fill in today's market. Therefore, LYNX needs to partner with executive search firms to identify potential candidates.

The RFP will not guarantee any amount of work or expense. Upon an identified need, a purchase order will be issued based upon the firm's expertise and agreed upon pricing.

FISCAL IMPACT:

LYNX staff included \$257,957 in the FY2019 Preliminary Budget for Human Resources professional services. Future years will be budgeted appropriately to support the executive search and professional recruitment services.

LYNX Board Agenda

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: Thomas Stringer Jr
CHIEF OPERATIONS OFFICER
Eric Hale
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Release an Invitation for Bid (IFB) for the upgrade of a
Section of Concrete at the Bus Wash Exit Area for a Not to Exceed Amount
of Two Hundred Fifty Thousand Dollars (\$250,000)

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation For Bid (IFB) to upgrade a section of concrete at the bus wash exit area for a not to Exceed Amount of two hundred fifty thousand dollars (\$250,000).

BACKGROUND:

LYNX has 313 fixed route buses in its fleet. The buses are washed daily. As buses exit the wash station, there is significant stress on the existing concrete surface which has caused the concrete pavement to shift, separate and crack. The existing surface requires an upgrade to concrete, rebar, and subgrade material. Over the years we have been patching the cracks repeatedly using different methods. We continue to experience surface failures.

The scope of services required for this project includes, but is not limited to: demolition, saw cutting, removal of existing concrete, site preparation, compaction, forming, placing and finishing the concrete.

FISCAL IMPACT:

LYNX staff will include \$200,000 in the FY2019 Preliminary Capital Budget and \$50,000 FY2019 Preliminary Operating Budget for bus wash exit concrete replacement.

LYNX Board Agenda

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Execute a Contract with Mansfield Oil Company, Palmdale Oil Company, and Lynch Oil for Diesel, Unleaded Gasoline, and Bio-Product Fuel in a Not-To-Exceed Amount of \$3,000,000 for a Period of One (1) Year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Mansfield Oil Company, Palmdale Oil Company, and Lynch Oil for Diesel, Unleaded Gasoline, and Bio-Product Fuel in a Not-To-Exceed Amount of \$3,000,000 for a Period of One (1) Year.

BACKGROUND:

LYNX operates 313 fixed route buses and maintains a fleet of 103 support vehicles including 23 sedans, 29 trucks, and 51 vans. As reflected below, LYNX consumes more than 4,889,190 gallons of fuel annually. Over the past seven years, fuel prices have been at an all-time low, however, fuel prices adjust periodically and are on the rise. The purchase of bulk fuel deliveries provides secured pricing, maintains consistency, guarantees LYNX a first response in Natural Disasters, and provides for just in time delivery on an as needed basis.

LYNX estimates its annual usages of fuel for its the fleet (revenue and non-revenue vehicles) as listed below:

Fuel Type	Annual Estimated Quantity
Unleaded Gasoline	1,524,667 Gallons
Dyed Ultra-Low Sulfur Diesel	3,023,992 Gallons
B-99 Bio-diesel	340,531 Gallons

LYNX Board Agenda

PROCUREMENT SUMMARY:

On August 6, 2018 LYNX staff released an Invitation for Bid (IFB) for the purchase of Diesel, Unleaded Gasoline, and Bio-Product Fuel. A response to the IFB was due on date of September 6, 2018. The IFB was posted on LYNX Procurement website, DemandStar, and sent directly to interested suppliers. The below suppliers submitted bids in response to the IFB:

Supplier
Mansfield Oil Company
Palmdale Oil Company
RKA Petroleum Companies, Inc.
Global Montello Group
Truman Arnold Companies
Gate Fuel Service, Inc.
Papco, Inc.
Lynch Oil Company

The contract award is being recommended for suppliers who submitted the most responsive, and responsible bid at the lowest cost of ownership, based on Platts pricing. Mansfield Oil Company is being awarded for gasoline, Palmdale Oil Company for bio-diesel, and Lynch Oil Company for diesel. The contract is being awarded for one year.

TRANSPORT TRUCK DELIVERY			
Bidder	Gasoline	Diesel	B-99 Product
RKA Petroleum Platts Gulf Coast	+0.1888	+0.1591	
RKA Petroleum OPIS			
Truman Arnold Companies Orlando OPIS	-0.0131		
Truman Arnold Companies US Gulf Coast Platts Pipeline	.1274		
Mansfield Oil Company	+0.0121	+0.1370	
Palmdale Oil Company Platts	.0576	.1421	-(.0701) (OPIS Orlando (ULSD Average)
Papco Platts Index	.0458	.1748	
Gate Fuel Service	+.1548	+.1806	
Lynch Oil Company Platts	.04	.04	.04
TANK WAGON DELIVERY			
Bidder	Gasoline	Diesel	B-99 Product
RKA Petroleum Platts Gulf Coast			
RKA Petroleum OPIS		+0.6073	
Truman Arnold Companies Orlando OPIS			
Truman Arnold Companies US Gulf Coast Platts Pipeline			
Mansfield Oil Company			
Palmdale Oil Company Platts	0.2397	.3335	.1166 (OPIS Orlando ULSD Average)
Papco Platts Index			
Gate Fuel Service			
Lynch Oil Company	.20	.20	.20

LYNX Board Agenda

FISCAL IMPACT:

LYNX staff will include \$11,729,817 in the FY2019 Preliminary Operating Budget for all fuel purchases.

LYNX Board Agenda

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Execute a Contract with Haines City Fire Extinguisher Service, Inc. for Amerex Fire Extinguisher, Suppression Preventative Maintenance and Related Services for a Not-To-Exceed Amount of \$178,716

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Haines City Fire Extinguisher Service, Inc. for the procurement of fire suppression system with associated preventative maintenance, and related services in a not-to-exceed amount of \$178,716 for a period of three (3) years with the option to extend for two (2) one (1) year periods.

BACKGROUND:

The Amerex Fire Suppression System and the Fogmaker System are the current on-board engine compartment fire suppressant systems used in LYNX transit fleet and are used in the event of a catastrophic fire in the engine compartment. There are 204 buses with the Amerex system and 109 with the Fogmaker system. The services requested will consist of semi-annual, annual, six (6) year maintenance/service and twelve (12) year hydrostatic tests. Each bus must be serviced by a certified technician trained in fire suppression systems.

PROCUREMENT SUMMARY:

On May 24, 2018, the Board of Directors authorized LYNX staff to release an Invitation for Bid (IFB) for the purchase of Inspection and Service of Fire Suppression Systems on LYNX transit fleet. The IFB was released on July 3, 2018 with a bid due date of August 3, 2018. The IFB was posted on LYNX Procurement website, DemandStar, and sent directly to interested suppliers. The below two suppliers submitted bids in response to the IFB:

LYNX Board Agenda

Supplier
Haines City Fire Extinguisher Service, Inc.
All Florida Fire Equipment Co.

The contract award is being recommended for the supplier who submitted the most responsive, and responsible bid at the lowest total cost. Haines City Fire Extinguisher Service, Inc. is the recommended vendor. The contract is being awarded for three (3) years with the option to extend for two (2) one (1) year periods.

FISCAL IMPACT:

LYNX staff will include \$57,572 in the FY2019 Preliminary Operating Budget for Haines City First Extinguisher Service, Inc.

LYNX Board Agenda

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to Palmdale Oil Company and Seaboard Distribution, Inc. for Bulk Motor Oil and Fluids in a Not-To-Exceed Amount of \$1,470,265

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with Palmdale Oil Company and Seaboard Distribution, Inc. for the Procurement of Bulk Motor Oil and Fluids in a contractual Not-To-Exceed Amount of \$1,470,265 for a Period of Three (3) Years with the Option To Extend for Two (2) One (1) Year Periods. The below table depicts the annual Not-To- Exceed amount for each supplier:

BACKGROUND:

LYNX operates 313 buses on fixed routes and maintains a fleet of 103 support vehicles to include 23 sedans, 29 trucks, and 51 vans. The purchase of motor oil in bulk provides secured pricing, maintains consistency and provides for just in time delivery on an as needed basis.

During Fiscal Year 2017, the fleet (revenue and non-revenue vehicles) used approximately 25,000 gallons of various oils and fluids.

PROCUREMENT SUMMARY:

On March 22, 2018, the Board of Directors authorized LYNX staff to release an Invitation for Bid (IFB) for the purchase of Motor Oil Bulk and various fluids. The IFB was released on May 30, 2018 with a bid due date of July 2, 2018. The IFB was posted on LYNX Procurement website, DemandStar, and sent directly to interested suppliers. The below suppliers submitted bids in response to the IFB:

LYNX Board Agenda

Supplier
Mansfield Oil
Newsome Oil
Palmdale Oil
Seaboard Distribution

The contract award is being recommended for suppliers who submitted the most responsive and responsible bid at the lowest total cost. Suppliers have committed to firm fixed pricing for the initial contract term of three (3) years and for two (2) one (1) year optional periods.

Awarded Contract Suppliers Annual Contract Price Three (3) Years		
	<u>PALMDALE OIL</u>	<u>SEA BOARD DISTR.</u>
15W/40 Engine Oil, API CJ-4 (Bulk)	\$117,800.00	\$116,000.00
15W/40 Engine Oil, API CJ-4 (55 gallon Drum)	\$4,296.00	\$4,164.60
15W/40 Engine Oil, Low Ash Natural Gas (CE20074 STD) (Bulk)	\$64,300.00	\$86,300.00
15W/40 Engine Oil, Low Ash Natural Gas (CE20074 STD) (55 gallon Drum)	\$2,250.00	\$3,288.00
Synthetic Automatic Transmission Fluid (ATF), TES 295 (55 gallon Drum)	\$81,552.00	\$69,840.00
Automatic Transmission Fluid (ATF), Mercon LV III/Dexron III 55 gal Drum	\$958.00	\$1,471.80
Synthetic Gear Oil, 80W/140 (55 gallon Drum)	\$24,816.00	\$20,377.44
Grease, Megaplex XD3 #2 (400 lb Drum)	\$4,794.00	\$6,520.38
Grease, Multiplex - Red #2 (120 lb Keg)	\$7,470.00	\$7,985.10
Extended Life 50/50 Coolant (Bulk)		\$87,000.00
Extended Life 50/50 Coolant (55 Gallon Drum)		\$8,673.00
Diesel exhaust Fluid (DEF) (Bulk)	\$38,500.00	\$41,650.00

FISCAL IMPACT:

LYNX staff will include \$362,285 in the FY2019 Preliminary Operating Budget for all bulk fluid, oil and lubricant purchases.

LYNX Board Agenda

Consent Agenda Item #7.C. iv

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Ratification of Bus Service Agreement #18-C138 with Lakeland Area Mass Transit District (NeighborLink 603) in the Amount of \$183,055 for a Period of One (1) Year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to ratify a Bus Service Agreement with Lakeland Area Mass Transit District (LAMTD) to operate NeighborLink 603 in Polk County for an amount of \$183,055 for a period of one (1) year.

BACKGROUND:

In January 2010, LYNX entered into an agreement with the Polk County Board of County Commissioners to provide NeighborLink 603 (formerly PickUpLine 603) in Southwest Poinciana (Villages 7 and 8) operating Monday through Saturday between the hours of 6:00a.m. and 6:10p.m., every two (2) hours.

This new agreement will maintain the span of service and number of vehicles used as set forth in the original agreement; the hourly rate remains at \$42.87 and will be valid from October 1, 2018 to September 30, 2019.

FISCAL IMPACT:

LYNX staff will include \$183,055 in the FY2019 Preliminary Operating Budget for revenue related to the Polk County NeighborLink.

**BUS SERVICE AGREEMENT
18-C138**

by and between

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

and

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

relating to the providing of bus service in the Poinciana Area of Polk County, Florida

October 1, 2018

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2018, by and between:

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

and

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

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

WITNESSETH:

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

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

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

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

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

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$42.87 including fuel and administrative costs. The foregoing hourly rate is subject to

readjustment for each succeeding fiscal year as provided in paragraph 3 below.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by LAMTD at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Payment The payments required to be made by LAMTD pursuant to paragraph 6.

Service Area Shall have the meaning set forth in the preamble to this Agreement.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;

(b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

(c) The changing transportation needs of LAMTD, to the extent LYNX can accommodate such needs and which are either consistent with the terms of this Agreement or, if inconsistent with the terms of this Agreement, are part of a contract modification approved in accordance with paragraph 18.

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

3. **TERM.** This Agreement shall be effective as of the date hereof (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2019 (the “**Expiration Date**”), which is the funding period for providing the Bus Service as set forth in **Exhibit “A”** attached hereto.

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

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days’ notice, without cause. Said notice shall be delivered in accordance with paragraph 14.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAMTD or LYNX may terminate this Agreement with no less than five (5) business days’ written notice to the other party and to the LAMTD Board of Directors. Notice shall be delivered in accordance with paragraph 14.

c. **Termination for Breach.** Unless breach is waived by LAMTD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAMTD Board of Directors, in the case of a breach by LAMTD, written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement upon delivery of written notice thereof. Notice shall be delivered in accordance with paragraph 14. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAMTD’s or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “A”** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAMTD, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAMTD, could move that Bus Stop to a safer location.

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

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

b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to LAMTD for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue regardless of whether it is greater than or less than the Net Monthly Cost for Bus Service.

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

Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, Florida 33815

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

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

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

8. **This Paragraph is not applicable.**

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

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

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

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

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

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

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

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

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

LYNX: Leonard Antmann, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

Copy: Edward Johnson, Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

LAMTD: Tom Phillips, Executive Director
Lake Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, Florida 33815

Copy: Darby Law Group
500 S. Florida Avenue, Suite 520
Lakeland, Florida 33801

Copy (in the case of Board of Directors
notice of breach Lake Area Mass Transit District
under paragraph 1212 George Jenkins Boulevard
4.c.): Lakeland, Florida 33815

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

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

16. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

Attest:

**LAKELAND AREA MASS TRANSIT
DISTRICT**

By LAMTD Board of Directors

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward Johnson
Chief Executive Officer

Dated: _____

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

Akerman LLP

By: _____
Name:
Title:

EXHIBIT “A”

Description and Schedule of Bus Route(s)

The Link 603 would be operated identical to the existing LYNX NeighborLink services. Passengers would call a minimum of two hours in advance to schedule a ride. The vehicle would provide curb service at the same fare as the LYNX fixed-route service, \$2; daily, weekly, and monthly LYNX passes will also be accepted. Destinations anywhere within the defined catchment area would be provided, to include the Wal-Mart transfer point. A free 90-minute transfer would be available to cash customers to transfer to any LYNX fixed route service or other Pick Up Line service available at designated transfer point.

Demand for the service will ultimately dictate – on a trip-by-trip basis – the total amount of time needed for pickups within the designated service area, but one-hour minimum is recommended. The total minimum operating time on a per-round trip plus pick up time is approximately 1 hour, 50 minutes. Thus the service will operate on a two-hour headway.

NeighborLink 603

Southwest Poinciana

Monday-Saturday service

No Sunday/Holiday service

SERVING:
 Link 26
 Link 306
 Link 416
 Link 426
 NeighborLink 601

Poinciana Walmart Center
 Poinciana Community Center/
 YMCA
 Solivita Village Center

Monday - Saturday

CONNECTIONS AT WALMART

NEIGHBORLINK ARRIVES	NEIGHBORLINK DEPARTS
6:00	6:10
8:00	8:10
10:00	10:10
12:00	12:10
2:00	2:10
4:00	4:10
6:00	6:10

P.M. Times are shown in bold
 Scheduled pick ups/drop offs
 between :10 & :00 every 2 hours

NeighborLink 603 is based in Polk County serving
 Villages 3, 4, 7 and 8 of Poinciana.

**Call 407-244-0808
 to request a ride
 on the NeighborLink.**



EXHIBIT “B”

Cost of Bus Service

See Attached

Effective: October 1, 2018

Costs

Service Hours per year – 4,270

Service days per year - Weekday- 253
Saturday- 52

Hourly rate - \$42.87/hr.

Total cost for FY-19 – **\$183,054.90**

LYNX Board Agenda

Consent Agenda Item #7.C. v

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Jeffrey Reine
(Technical Contact)
DHasheem Alkebulan
(Technical Contact)
Tomika Monterville
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Authorization to Award a Contract to Spencer Fabrication Inc. for the
Manufacturing of Bus Shelters and Transit Related Amenities for a Not To
Exceed Amount of \$3,065,625 for a Contract Period of Three (3) Years

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract to Spencer Fabrication for the manufacture of bus shelters and transit-related amenities in a Not-to-Exceed amount of \$3,065,625 for a period of three (3) years.

BACKGROUND:

LYNX purchases two different types of bus shelters. One is LYNX style shelters which is our standard bus shelter. The other is LYNX Commercial Style shelter which is utilized based upon the requirements of local jurisdictions. This RFP was for our LYNX style bus shelters. We have a total of four (4) different LYNX bus shelter types and sizes which are (10' x 10', 15' x 15', 6' x 9' and 6' x 13'). With each bus shelter a requirement of transit amenities such as bike racks, benches and trash cans may be needed.

Procurement Summary

Procurement and Contracts Department released a Request for Proposal (RFP) for the manufacture of LYNX Style of Bus Shelters. The RFP was released on LYNX Procurement Website, DemandStar, and sent directly to interested suppliers.

The quantities specified in the RFP were are based upon the best available estimates, taking into consideration the consumption during the past periods, and do not determine the actual amount

LYNX Board Agenda

that LYNX will order during the contract period. The quantities are subject to change. Actual payments will be based on actual quantities ordered based on the unit prices. LYNX anticipates an order of up to twenty five (25) bus shelters within the first year of the contract, and a maximum of two hundred (200) during the term of the contract.

We received a total of 2 Proposals in response to this RFP. Below are the suppliers who responded with a Proposal:

- Spencer Fabrication
- Tolar Manufacturing

A Source Evaluation Committee (SEC) was established to review and evaluate the proposals received. The below members served on the SEC.

- Jeff Reine, Senior Project Manager (Project Advisor)
- D'Hasheem Alkebulan, Senior Project Manager (SEC Member)
- Chris Plummer, Manager of Financial Reporting (SEC Member)
- Eric Hale, Deputy Director of Maintenance (Sec Member)

The proposals were evaluated based upon the following criteria:

Evaluation Criteria	Value
Qualifications of Proposer and Staff	20
Equipment, Warranty, Life Expectancy	35
Methodology/Approach	20
Pricing Proposal	25

Pricing was a component of the overall evaluation criteria. Below is the pricing submittal from both suppliers.

Item Description	Spencer	Tolar With Shipping Charges
Shelter 10 x 10 with Ring Seat	\$6,300.00	\$34,260.00
Shelter 15 x 15 with Ring Seat	\$10,500.00	\$15,680.00
Shelter 6 x 9 with leaning rail	\$3,900.00	\$9,080.00
Shelter 6 x 13 with scroll work	\$5,500.00	\$13,650.00
Bench with center arm rest	\$900.00	\$705.00
Trash can with rain lid	\$695.00	\$840.00
Trash Can without rain lid	\$625.00	\$800.00
Bike Rack	\$325.00	\$235.00
Solar light kit for bus shelters	\$2,950.00	\$1,700.00
Shelter roof panels for 10 x 10 shelter	\$1,200.00	\$2,300.00

LYNX Board Agenda

Shelter roof panels for 15 x 15 shelter	\$2,000.00	\$3,885.00
Shelter roof panels for 6 x 9 shelter	\$950.00	\$1,205.00
Shelter roof panels for 6 x 13 bus shelter	\$600.00	\$325.00
Rolled Roofing charge (one time set up charge per order)	\$575.00	\$670.00
Spare Ring Seats	\$1,500.00	\$4,430.00
Removal of Ring Seats (for refurbishment)	\$225.00	n/a
Reinstallation of Ring Seats (for refurbishment)	\$225.00	n/a
Roof Panels Installation cost (for refurbishment)	\$720.00	n/a
Roof Panels Removal cost (for refurbishment)	\$585.00	n/a
Custom paint colors/per color	\$350.00	\$0.00
Non-Standard Scroll work	\$250.00	\$0.00

The SEC carefully evaluated each proposal based on the established criteria. Below is the final Ordinal Ranking of the supplier's evaluation:

Spencer Fabrications, Inc.	Total Ordinal Ranking	3
Tolar Manufacturing Company	Total Ordinal Ranking	6

The contract award is being recommended for the supplier who received the lowest total ordinal ranking score. Spencer Fabrications, Inc. is being recommended for contract award.

LYNX estimates the purchase of 25 bus shelters and related amenities annually. To obtain a Not To Exceed amount, \$3,065,625 which equates to unit cost of \$40,875 times 25 for an annual total of \$1,021,875 for a three year contract value of \$3,065,625.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:.

The DBE participation goal for this project is 5.5%.

FISCAL IMPACT:

LYNX staff will include \$8,486,000 in the FY2019 Preliminary Capital Budget for Bus Shelter and Transit Related Amenities.

LYNX Board Agenda

Consent Agenda Item #7.C. vi

To: LYNX Board of Directors

From: Tiffany Homler
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Ratification of Bus Service Agreement #18-C137 with Lakeland Area Mass Transit District (Link 416 and 427) in the Amount of \$821,769 for a Period of One (1) Year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to ratify a Bus Service Agreement with Lakeland Area Mass Transit District (LAMTD) to operate Links 416 and 427 in Polk County for an amount of \$821,769 for a period of one (1) year.

BACKGROUND:

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

-Link 416 operated Monday-Friday from 6:15 a.m. – 7:08 p.m. every 60 minutes, and on Saturday from 7:15 a.m. – 3:08 p.m. every 60 minutes.

-Link 427 operated Monday-Friday from 5:48 a.m. – 7:39 p.m. every 60 minutes, and on Saturday from 6:48 a.m. – 3:38 p.m. every 120-180 minutes.

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

LYNX Board Agenda

Currently, service is provided on each route as follows:

-Link 416 operates along Cypress Parkway between the Poinciana Walmart and Haines City, providing service to Haines City High School, Polk County Health Department, and Poinciana Medical Center. Service operates Monday-Friday from 5:40 a.m. – 7:00 p.m. every 90 minutes, and on Saturday from 7:05 a.m. – 3:20 p.m. every 120-180 minutes.

-Link 427 operates along U.S. 27 between Haines City and U.S. 192/Legacy Blvd., providing service to Berry Town Center, Heart of Florida Hospital, and Ridge High School. Service operates Monday-Friday from 5:25 a.m. – 7:12 p.m. every 60 minutes, and on Saturday from 6:50 a.m. – 3:33 p.m. every 120-180 minutes.

This new agreement will contain all terms of service and be valid from October 1, 2018 to September 30, 2019. The hourly rate for services is \$71.22.

FISCAL IMPACT:

LYNX staff will include \$821,769 in the FY2019 Preliminary Operating Budget for Link 416 and 427.

**BUS SERVICE AGREEMENT
18-C137**

by and between

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

and

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

October 1, 2018

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2018, by and between:

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

and

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

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

WITNESSETH:

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

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

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

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

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

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$71.22 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.

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

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

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;

(b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

(c) The changing transportation needs of LAMTD, to the extent LYNX can accommodate such needs and which are either consistent with the terms of this Agreement or, if inconsistent with the terms of this Agreement, are part of a contract modification approved in accordance with paragraph 18.

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

3. **TERM.** This Agreement shall be effective as of the date hereof (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2019 (the “**Expiration Date**”), which is the funding period for providing the Bus Service as set forth in **Exhibit “A”** attached hereto.

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

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 14.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAMTD or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party and to the LAMTD Board of Directors. Notice shall be delivered in accordance with paragraph 14.

c. **Termination for Breach.** Unless breach is waived by LAMTD or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAMTD Board of Directors, in the case of a breach by LAMTD, written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement upon delivery of written notice thereof. Notice shall be delivered in accordance with paragraph 14. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAMTD's or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “A”** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAMTD, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAMTD, could move that Bus Stop to a safer location.

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

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

b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to LAMTD for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue regardless of whether it is greater than or less than the Net Monthly Cost for Bus Service.

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

Lakeland Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, Florida 33815

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

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

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

8. **This Paragraph is not applicable.**

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

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

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

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained

from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

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

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

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

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

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

LYNX: Leonard Antmann, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

Copy: Edward Johnson, Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

LAMTD: Tom Phillips, Executive Director
Lake Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, Florida 33815

Copy: Darby Law Group
500 S. Florida Avenue, Suite 520
Lakeland, Florida 33801

Copy (in the case of notice of breach under paragraph 4.c.): Board of Directors
Lake Area Mass Transit District
1212 George Jenkins Boulevard
Lakeland, Florida 33815

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

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

16. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

m. **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its

employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

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

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

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

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

* * * * *

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

Attest:

**LAKELAND AREA MASS TRANSIT
DISTRICT**

By LAMTD Board of Directors

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward Johnson
Chief Executive Officer

Dated: _____

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

Akerman LLP

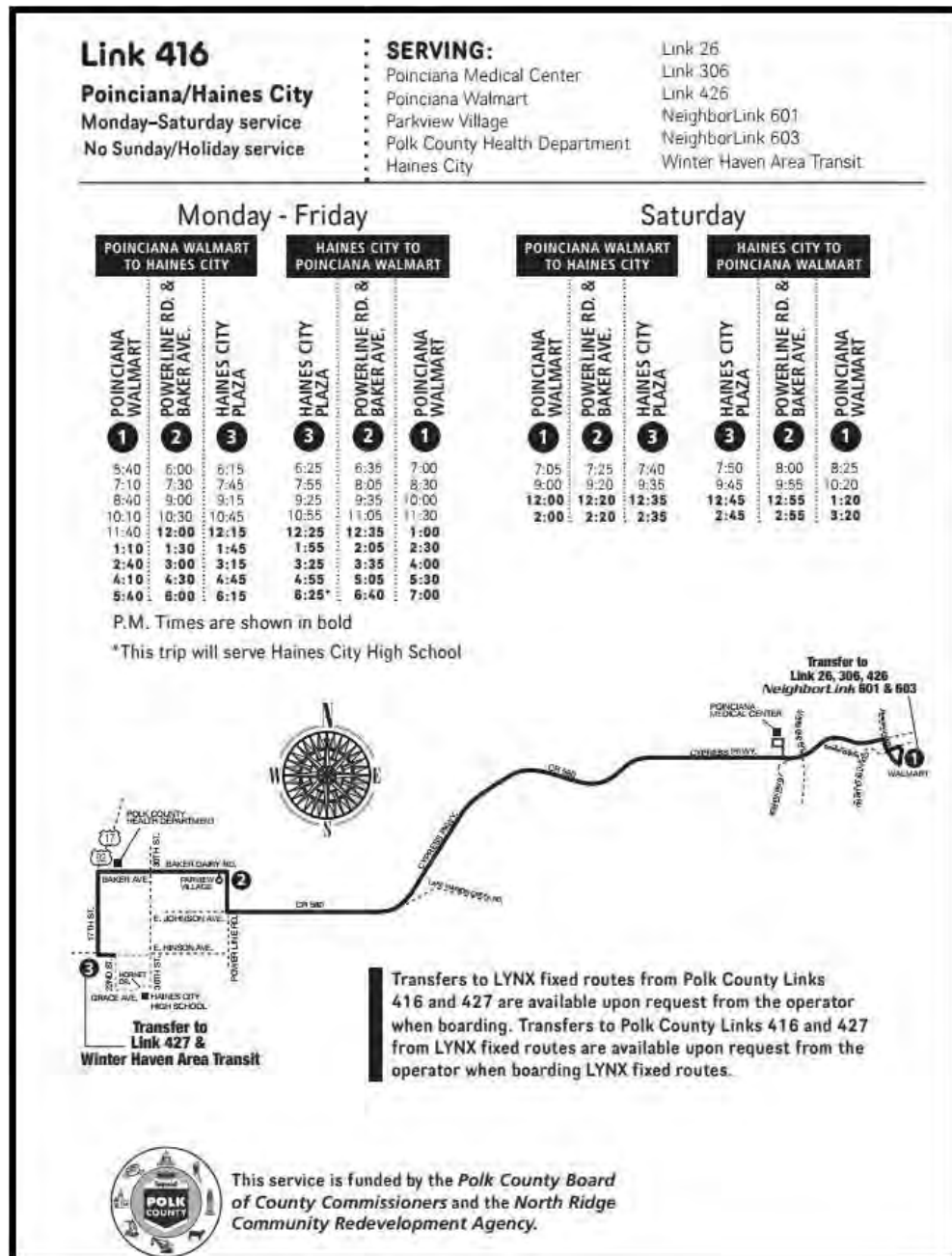
By: _____
Name:
Title:

EXHIBIT "A"

Description and Schedule of Bus Route(s)

See Attached

Effective: October 1, 2018



Link 427

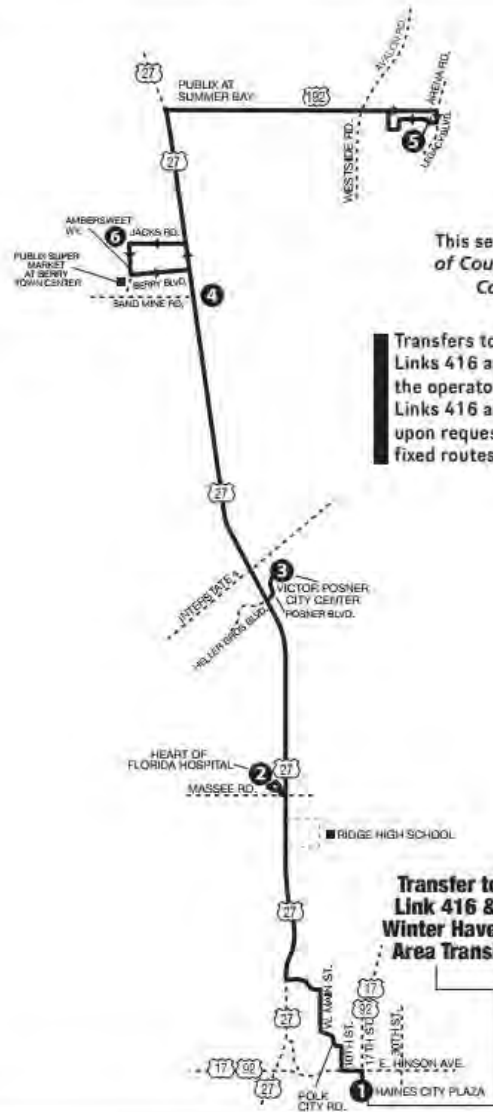
U.S. 27/Haines City
Monday-Saturday service
No Sunday/Holiday service

SERVING:

- Heart of Florida Hospital
- Posner Shopping Center
- Link 55

Link 416

Winter Haven Area Transit



This service is funded by the Polk County Board of County Commissioners and the North Ridge Community Redevelopment Agency.

Transfers to LYNX fixed routes from Polk County Links 416 and 427 are available upon request from the operator when boarding. Transfers to Polk County Links 416 and 427 from LYNX fixed routes are available upon request from the operator when boarding LYNX fixed routes.

**Transfer to
Link 416 &
Winter Haven
Area Transit**



Link 427

Monday - Friday

TO HAINES CITY					TO LEGACY BLVD.				
LEGACY BLVD.	PUBLIX SUPER MARKET AT BERRY TOWN CENTER	VICTOR POSNER CITY CENTER	HEART OF FLORIDA HOSPITAL	U.S. 17-92 & HINSON AVE.	U.S. 17-92 & HINSON AVE.	HEART OF FLORIDA HOSPITAL	VICTOR POSNER CITY CENTER	U.S. 27 & SAND NINE RD.	LEGACY BLVD.
5	6	3	2	1	1	2	3	4	5
5:25	5:36	5:52	6:00	6:16	6:25	6:40	6:49	7:04	7:15
6:25	6:36	6:52	7:00	7:16	7:25	7:40	7:49	8:04	8:15
7:25	7:36	7:52	8:00	8:16	8:25	8:42	8:51	9:06	9:17
8:25	8:36	8:52	9:00	9:16	9:25	9:42	9:51	10:06	10:17
9:25	9:37	9:53	10:01	10:17	10:25	10:42	10:51	11:06	11:17
10:25	10:37	10:53	11:01	11:17	11:25	11:42	11:51	12:06	12:17
11:25	11:37	11:53	12:01	12:17	12:25	12:42	12:51	1:06	1:17
12:25	12:37	12:53	1:01	1:17	1:25	1:42	1:51	2:06	2:17
1:25	1:37	1:53	2:02	2:18	2:25	2:42	2:51	3:04	3:17
2:25	2:37	2:53	3:02	3:18	3:25	3:42	3:51	4:04	4:17
3:25	3:37	3:54	4:04	4:20	4:25	4:44	4:53	5:06	5:16
4:25	4:37	4:54	5:04	5:20	5:25*	5:40	5:48	6:01	6:13
5:25	5:38	5:54	6:04	6:20	6:25	6:40	6:49	7:02	7:12

P.M. Times are shown in bold

*This trip will serve Ridge High School

Saturday

TO HAINES CITY					TO LEGACY BLVD.				
LEGACY BLVD.	PUBLIX SUPER MARKET AT BERRY TOWN CENTER	VICTOR POSNER CITY CENTER	HEART OF FLORIDA HOSPITAL	U.S. 17-92 & HINSON AVE.	U.S. 17-92 & HINSON AVE.	HEART OF FLORIDA HOSPITAL	VICTOR POSNER CITY CENTER	U.S. 27 & SAND NINE RD.	LEGACY BLVD.
5	6	3	2	1	1	2	3	4	5
6:50	7:01	7:17	7:25	7:41	7:50	8:05	8:13	8:26	8:38
8:48	8:59	9:15	9:23	9:39	9:45	10:00	10:08	10:21	10:33
11:48	12:00	12:16	12:24	12:40	12:45	1:00	1:08	1:21	1:33
1:48	2:00	2:16	2:25	2:41	2:45	3:00	3:08	3:21	3:33

EXHIBIT “B”

Cost of Bus Service

See Attached

Effective: October 1, 2018

Costs

Service Hours per year – 11,538.46

Service days per year - Weekday- 253
Saturday- 52

Hourly rate - \$71.22/hr.

Total cost for FY-19 – **\$821,769.13**

LYNX Board Agenda

Consent Agenda Item #7.C. vii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
DHasheem Alkebulan
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Authorization to Execute a Contract with McCree Design Builders, Inc. for Design-Build Services for the LYNX Operations Center (LOC) Expansion Project Parking Lot and Administrative Modular Structure and All Supporting Requirements in the Amount of \$3,734,166

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with McCree Design Builders, Inc. for Design-Build Services for the LYNX Operations Center (LOC) Expansion Project parking lot and administrative modular structure and all supporting requirements in the amount \$3,734,166 for a period of two (2) years. Staff is requesting a two (2) year contract to support related warranty and maintenance services.

BACKGROUND:

LYNX is interested in developing the property for its new Mobility Management Operations that is adjacent to the existing fixed-route, LYNX Operations Center (LOC), located at 2500 LYNX Lane, in Orlando, Florida. The address of the new LOC location is 2495 Industrial Boulevard, Orlando, Florida 32804.

MV Transportation currently operates the LYNX Paratransit services out of a leased facility located at 4950 L.B. McLeod Avenue, Orlando Florida. The purpose of the new Mobility Management Operations Center is to transition out of the McLeod facility. The current facility houses 204 paratransit vehicles. The make and model of the vehicles range in size from Turtle Top Cutaways to passenger sedans. There are currently 35 administrative employees working at this location, with approximately 291 Bus Operators operating/reporting to this location on a daily basis.

LYNX Board Agenda

PROCUREMENT SUMMARY:

On July 2, 2018 LYNX staff released a Request for Proposal (RFP) for the Design Build – parking lot and modular facility for LYNX Paratransit Operations (LOC Expansion). A response to the RFP was due on date of August 15, 2018. The RFP was posted on LYNX Procurement website, in the Orlando Sentinel, Transit Talent, DemandStar, and sent directly to interested suppliers.

A Source Evaluation Committee (SEC) was established to review and evaluate the proposals received. The below members served on the SEC.

- D’Hasheem Alkebulan, Senior Project Manager (Technical Advisor)
- Jeff Reine, Senior Project Manager (SEC)
- Eric Hale, Deputy Director of Maintenance (Sec Member)
- Jeff Hart, Executive Senior Director OCPS (SEC Member)
- Thomas Stringer, Chief Operation Officer (SEC Member)
- Jafari Bowden, Safety Officer (SEC Member)
- Tomika Monterville, Director of Planning

To ensure that there was a level playing field, the below scoring criteria was developed and utilized in the evaluation of all responding suppliers:

Criteria	Weighted Factor
Experience, Background and Qualifications Design-Build Firm, Key Personnel, and Financial Capacity	25
Approach and Methodology To Providing Services, Management Plan, and Design Quality	40
Price Proposal	35

The below suppliers submitted Proposals:

Supplier
McCree Design Builders, Inc.
Odyssey Global
R.C. Stevens Construction Company

After careful evaluation by Source Evaluation Committee, and the supplier’s presentations, the contract award is being recommended for the supplier who received the lowest total Ordinal Ranking, which is McCree Design Builders, Inc. The below table provides the supplier and their final total Ordinal Ranking.

Supplier	Final Total Ordinal Ranking
McCree Design Builders, Inc.	4
Odyssey Global	12
R.C. Stevens Construction Company	8

LYNX Board Agenda

FISCAL IMPACT:

LYNX staff will include \$4,283,872 in the FY2019 Preliminary Capital Budget for Design, Construction, CEI Services and contingency.

LYNX Board Agenda

Consent Agenda Item #7.D. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

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

Date: 9/27/2018

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.

LYNX Board Agenda

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.

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.

LYNX Board Agenda

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.

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 Board Agenda

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

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: **Miscellaneous**
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 Funding in the Amount of \$618,120

Date: 9/27/2018

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 Florida Commission for the 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 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

LYNX Board Agenda

passed through to LYNX to specifically address planning activities identified 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.

LYNX Bard Agenda

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 Board Agenda

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Ratification of the Bus Service Agreement #18-C133 with the University of Central Florida (UCF) for the Elimination of the KnightLYNX Red Line and the Annual Service Agreement for the KnightLYNX Blue Line Service in the amount of \$43,185 for a Period of One (1) Year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to ratify the renewal of the existing service agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) for late evening and weekend bus service on the KnightLYNX Blue Line and the elimination of the KnightLYNX Red Line. The annual not to exceed amount is \$43,185 for a period of one (1) year. This agreement is fully funded by UCF.

BACKGROUND:

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

The initial KnightLYNX service included the Blue and Green Lines, were embraced by the UCF community and in February 2013, a third KnightLYNX service, the Red Line was established. In October 2016, UCF SGA requested a reduction in the KnightLYNX Blue and Green Line services. In December 2016 additional changes to the KnightLYNX service resulted in the elimination of the KnightLYNX Green Line and a change in the downtown routing of the KnightLYNX Red Line. In August 2018, the SGA requested that LYNX cease operations on the

LYNX Board Agenda

KnightLYNX Red Line due to low ridership; thereby leaving one KnightLYNX service, the Blue Line, which operates as described below:

UCF KnightLYNX Blue Line (Link 210) is a clockwise running circulator serving the UCF Arena, UCF Recreation & Wellness Center, Waterford Lakes Town Center, and other points of interest south of campus. The service runs on Friday and Saturday evenings from 6:00 p.m. to 12:10 a.m.

FISCAL IMPACT:

LYNX staff included \$43,185 in the FY2019 Preliminary Operating Budget for UCF Contract Service KnightLYNX.

BUS SERVICE AGREEMENT

by and between

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

and

**UNIVERSITY OF CENTRAL FLORIDA,
acting on behalf of its STUDENT GOVERNMENT ASSOCIATION
(the Client)**

Relating to providing bus service to the
University of Central Florida Campus and its environs

July 1, 2018
18-C133

TABLE OF CONTENTS

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

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Schedule of Exhibits

Exhibit "A" –KnightLYNX routes

Exhibit "B" – Description of Bus Service

Exhibit "C" – Schedule of Service Times and Stops

Exhibit "D" – Annual Service Costs

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 13th day of August, 2018, by and between:

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

and

UNIVERSITY OF CENTRAL FLORIDA, acting on behalf of its OFFICE OF STUDENT INVOLVEMENT (hereinafter referred to as the “**Client**”), a body politic, created by Title XLVIII, Chapter 1004, Florida Statutes, having an address of 4000 Central Florida Parkway, Student Union Building Room 214, Orlando Florida, 32816.

The Client and LYNX shall sometimes each be referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

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

WHEREAS, the Client is made up of a diverse group of student leaders who pride themselves in creating the best learning and social environment for all students at the University of Central Florida, and are interested in providing safe transport to those they represent, in Orlando, Orange County, Florida, which is generally described in **Exhibit “A”** attached hereto (the “**Service Area**”); and

WHEREAS, the Client and its constituents desire and have a need for public transportation service in certain portions of the Service Area in order to facilitate transportation for students, faculty and other persons seeking transport to and from residences and other points of interest located in the Service Area; and

WHEREAS, the Parties desire that LYNX shall provide Bus Service in the Service Area to provide additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement and on <u>Exhibit “B”</u> attached hereto. The Bus Service therefore not only includes service actually in the Service Area, but other service outside and which runs to the Service Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>Fees</u>	shall mean the fees to be paid to LYNX by the Client for providing the Bus Service as set forth and described in Paragraph 5 below.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Hourly Cost</u>	shall mean LYNX hourly cost (see exhibit “D”, page 16) to provide Bus Service. The Hourly Cost is inclusive of fuel and administration costs and may be offset by Matching Contributions, when applicable.
<u>Matching Contributions</u>	shall mean any matching grants, if any, that LYNX may obtain from time to time based upon the KnightLYNX program.
<u>Service Area</u>	Shall mean the area indicated in Exhibit “A” attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described on <u>Exhibit “C”</u> attached hereto.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement, LYNX agrees to provide the Bus Service in and to the Service Area.

(a) In providing Bus Service, LYNX agrees to the following:

- (1) LYNX shall check for current UCF student identification and allow all UCF students to ride free of charge. All other passengers will be required to pay a fare as per LYNX Fare Policy approved by the LYNX Board of Directors on December 4, 2013.
- (2) LYNX shall track and provide ridership to the Client on a monthly basis.
- (3) LYNX shall provide KnightLYNX signage at KnightLYNX bus stops.

(b) In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (1) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- (2) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- (3) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of July 1, 2018 (the “**Commencement Date**”) and shall continue for monthly periods (each, a “**Period**”) until September 30, 2019, or termination by either Party, whichever comes first. Either Party may cause this Agreement to terminate by providing ninety (90) days written notice to the other Party. Notice shall serve to terminate the Agreement as of the start of the next full Period beginning after the ninety (90) day notice period. Notwithstanding the above provision regarding the Term of this Agreement, the obligation of LYNX to provide the Bus Service will be contingent upon timely receiving payment of the Monthly Cost of Bus Service (as hereinafter defined) as set forth in paragraph 5 below.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “C”** is a Service Schedule showing the proposed times, stops and service for the Bus Service. This Service Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the Client, may adjust the Service Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular bus stop provides a safety hazard, then LYNX, in cooperation with the Client, could move that bus stop to a safer location. For this agreement the Schedule of Bus Service is based on Fiscal Years. Link 210 “Blue Line will operate the same service schedule for the term of this agreement.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Client paying to LYNX a monthly fee (the “**Monthly Cost of Bus Service**”), which is determined, for any given month, by multiplying the number of actual total hours of Bus Service provided for that month by the Hourly Cost and subtracting any applicable Matching Contributions. In that regard, the Parties do hereby agree as follows:

(a) Within thirty (30) days after the end of each and every month, LYNX shall provide to the Client an invoice reflecting the Monthly Cost of Bus Service for said month, as well as an accounting in reasonable detail sufficient to show how the Monthly Cost of Bus Service was calculated. The Client shall remit a payment in the amount of the Monthly Cost of Bus Service for said month, as reflected on the invoice, to LYNX within thirty (30) days after the receipt of such invoice.

(b) For the purpose of invoicing the Client, invoices and related matters will be sent to the Client at the following address:

University of Central Florida Student Government Association
c/o Richard Phillips in the A&SF Business Office
4000 Central Florida Parkway, Student Union Building Room 215, Orlando
Florida, 32816.

(c) LYNX shall be entitled to any and all revenue generated by fares in connection with providing the Bus Service. LYNX shall, with each monthly invoice, provide documentation to Client regarding the amount of said revenue generated.

(d) Payment may be subsidized by Matching Contributions, as set forth in paragraph 7 below, but there is no guarantee by LYNX as to what Matching Contributions, if any, may be available for Bus Service.

(e) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it is paid the Monthly Cost of Bus Service as set forth above.

(f) **Exhibit "D"** attached hereto contains an initial estimate of the annual fee for Bus Service should Bus Service continue for a full 12-month period. The estimate of annual fee is calculated using monthly costs for service for the FY 2019 Service Schedule on Links 210 and 212 as outlined in **Exhibit "D."** Notwithstanding the foregoing, the aforementioned estimate is for illustrative purposes only and will not impact the Monthly Cost of Bus Service in any way.

6. **SECURITY DEPOSIT.** No security deposit is required of Client under this Agreement.

7. **MATCHING CONTRIBUTIONS.** The parties anticipate that LYNX will seek from time to time matching grants based on the KnightLYNX program and LYNX will in good faith seek to obtain matching grants to do so. However, in applying for matching grants, LYNX may use its reasonable judgment as to the matching grants available for the overall LYNX operations; but to the extent LYNX obtains matching grants using the KnightLYNX program, then those matching grants will be used for the Bus Service and will deem to be the "Matching Contributions" as defined above. As such, Client's payment for Bus Services will be adjusted accordingly. If either party receives a grant that allows for capital improvements (e.g., lighting and shelters at bus stops) to the KnightLYNX program, those improvements shall be mutually agreed upon in a separate writing.

8. **DEFAULT.** In the event either Party defaults under this Agreement, the non-defaulting Party, before declaring a default, shall give written notice to the defaulting Party, and the defaulting Party shall have thirty (30) days within which to cure said default. Notwithstanding the foregoing:

(a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service.

(b) In the case of LYNX, the sole remedy available to LYNX, in the event of a payment default under paragraph 5, is to terminate the Bus Service and recover any unpaid Fees for Bus Service provided but remaining unpaid for.

9. **ACCESS OVER PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Service, most of the Bus Service provided in the Service Area is provided over open and unrestricted roads only, and said roads will be deemed to be “public.” Other roads would be deemed to be “private” such as, for example, roads behind gates, etc., and these would be roads not owned and operated by any governmental unit. If, and to the extent, the Bus Route at any time extends over any private roads or property owned by the Client in the Service Area, the Client hereby grants a revocable non-exclusive license to LYNX over its property so that LYNX may provide the Bus Service pursuant to this Agreement. In addition, should the Bus Route extend over private property which is not owned by the Client, the Client will cooperate with LYNX in seeking authorization from those persons having an interest in such private property.

10. **ADVERTISING.** The Parties are aware and understand that LYNX undertakes an advertising program on its buses. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. Should the Client desire to place KnightLYNX and/or UCF SGA advertising during the Bus Service, Client will provide said advertising, to be placed on the buses by LYNX personnel.

(b) LYNX, in collaboration with the Client, shall have the right in its reasonable discretion to decide what buses and the type of the buses that will be used to provide the Bus Service. The Client requests, whenever possible, to utilize the gold-painted 29’ buses.

(c) All KnightLYNX advertising and marketing materials, including signage, produced by LYNX shall be approved by Client prior to printing and distribution.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the sole property of LYNX.

11. **INDEMNIFICATION.** To the extent permitted under Florida law, the Client shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arising out of the negligence of the Client, or any of its Members, or any of their employees or agents.

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

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

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

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

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

As to LYNX:	Bert Francis, Chief Financial Officer 455 North Garland Avenue Orlando, Florida 32801
with a copy to:	Edward Johnson, Chief Executive Officer 455 North Garland Avenue Orlando, Florida 32801
As to the Client	University of Central Florida Student Government Assoc. 4000 Central Florida Blvd Student Union Bldg. room 215 Orlando, Florida 32816 Attn: Richard Phillips, A&SF Business Office Telephone: (407) 823-5548 Telecopy: (407) 823-6356
with a copy to:	W. Scott Cole Office of the General Counsel 4000 Central Florida Blvd Millican Hall, Suite 360 Orlando, FL 32816-0015 Telephone: (407) 823-2482 Telecopy: (407) 823-6155

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

17. **COSTS AND ATTORNEY'S FEES.** In the event a dispute arises between the Parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees (and paralegal's fees), including its reasonable costs and attorney's fees (and paralegal's fees) in any appellate action involving such suit.

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

19. **MISCELLANEOUS.**

(a) **Sovereign Immunity.** The Parties are aware and understand that each Party is a governmental body created by the Florida Legislature, and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity. The Parties acknowledge that under the principles of sovereign immunity, each Party is liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided for in Section 768.28, Florida Statutes, or such other amount as may be specified in the future through any modification of said statute by the legislature.

(b) **Force Majeure.** The rights, obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it. However, nothing shall relieve the obligation of the Client to timely make the payment of the Monthly Cost of Bus Service as set forth herein.

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

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

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

(f) **No Restrictions as to Other Service.** Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the Service Area, whether adding or dropping service.

(g) **Benefits of Service.** The Fee to be paid by the Client to LYNX is net, and shall not be reduced based upon any other funding or benefits that LYNX may be

receiving including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total or any collection of bus fares.

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

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

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

(k) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices. If modifications to routing are mutually agreed upon in writing by the Parties, said modifications shall not be subject to the timing terms of this paragraph and may be implemented by such written agreement.

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

(m) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay the requisite Fees,

LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the Bus Service specifically within the Service Area.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the Bus Services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

[Signatures Begin on Following Page]

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

**UNIVERSITY OF CENTRAL FLORIDA,
acting on behalf of its STUDENT
GOVERNMENT ASSOCIATION**

Sharon L Ekern

By: Signed: Thursday, August 16, 2018
Dr. Sharon Ekern, Associate Vice-President

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Edward L Johnson

Signed: Thursday, August 23, 2018
By: _____
Edward Johnson, Chief Executive Officer

Dated: _____

EXHIBIT "A"

KnightLYNX Routes – Service Area

K N I G H T LYNX

FRI. & SAT. NIGHTS 6:00 PM TO 12:10 AM

BLUE LINE (KNIGHTLYNX 210)

- 1 Knights Plaza (UCF Arena)
- 2 UCF Recreation & Wellness Center
- 3 The Marquee
- 4 The Verge Apts.
- 5 Campus Crossings (Alafaya)
- 6 Pointe at Central Apts.
- 7 The Enclave Apts./Waterford Landing
- 8 Alafaya Village Shopping Center/Colonial Dr.
- 9 Waterford Lakes Town Center (by Pizza Hut)
- 10 Waterford Lakes Town Center (by LA Fitness)
- 11 Waterford Lakes Town Center (by Old Navy)
- 12 Waterford Lakes Pkwy./Woodbury Rd.
- 13 Alafaya Commons (Alafaya Trl. Stop)
- 14 Windmill Point Apts.
- 15 University Place
- 16 Science Dr. (Knight's Landing)
- 17 Boardwalk at Alafaya Trl.
- 18 Mendel Dr.
- 19 University Blvd.
- 20 Gemini Drive North (Sigma Chi)
- 21 Lake Claire/Greek Park Dr.

Blue Line service starts at 6 p.m. at the UCF Arena and departs every 40 minutes until 9 p.m., at which time it departs every 15 minutes. The final bus leaves UCF Arena at 11:45 p.m.



EXHIBIT "B"

Description of Bus Service

LYNX will provide late night bus service to the Client for the purpose of getting students, faculty and others to and from various residences and points of interest on the UCF campus and residences and points of interest along Alafaya Trail bordered by Gemini Blvd. and Waterford Lakes Pkwy, Colonial Drive bordered by Alafaya Trail and Woodbury Rd., Woodbury Rd bordered by Colonial Drive and Waterford Lakes Pkwy, and Waterford Lakes Pkwy. bordered by Woodbury Rd. and Alafaya Trail.

To serve the Client, LYNX will operate one route, hereby called KnightLYNX. Stops will be made as indicated on the service map in addition to client-approved, existing LYNX bus stops. The descriptions of these routes are as follows:

KnightLYNX 210 will originate and terminate at the UCF Arena and operate as fixed route with service to Waterford Lakes Town Center via Alafaya Trail Colonial Dr, Woodbury Rd and Waterford Lakes Pkwy.

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EXHIBIT “C”

Schedule of Service Stops and Schedule

KnightLYNX will operate on Friday and Saturday nights from 6:00 PM to 12:10 AM. The KnightLYNX schedule will coincide with University of Central Florida student semesters and will not operate during times when school is not in session. The exact dates of operation for KnightLYNX will be determined by the Client at least four (4) weeks prior to the start of the upcoming semester and may be altered with at least three (3) weeks’ notice.

[**NOTE:** These times are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.]

Route 210 Schedule (FY-19)

Pull Out	UCF Arena	UCF Recreation Center	Alafaya Trl. & Colonial Dr.	Alafaya Trl. & Waterford Lakes Pkwy	UCF Arena	Pull In
5:25 PM	6:00 PM	6:02	6:09	6:12	6:30 PM	
	6:40 PM	6:42	6:49	6:52	7:10 PM	
	7:20 PM	7:22	7:29	7:32	7:50 PM	
	8:00 PM	8:02	8:09	8:12	8:30 PM	
	8:40 PM	8:42	8:49	8:52	9:10 PM	
8:25 PM	9:00 PM	9:02	9:08	9:11	9:25 PM	
	9:15 PM	9:17	9:23	9:26	9:40 PM	
	9:30 PM	9:32	9:38	9:41	9:55 PM	
	9:45 PM	9:47	9:53	9:56	10:10 PM	
	10:00 PM	10:02	10:08	10:11	10:25 PM	
	10:15 PM	10:17	10:23	10:26	10:40 PM	
	10:30 PM	10:32	10:38	10:41	10:55 PM	
	10:45 PM	10:47	11:53	10:56	11:10 PM	
	11:00 PM	11:02	11:08	11:11	11:25 PM	
	11:15 PM	11:17	11:23	11:26	11:40 PM	
	11:30 PM	11:32	11:38	11:41	11:55 PM	12:30 AM
	11:45 PM	11:47	11:53	11:56 PM	12:10 AM	12:45 AM

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EXHIBIT "D"

Annual Service Costs (FY-19)

Annual Service Costs (FY-18)

KnightLYNX 210/Blue Line		
Friday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Saturday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Annual		
	Total Hours	137.04
	Total Miles	2,966.28
	Operating Cost	\$9,342.01

Annual Service Costs (FY-19)

KnightLYNX 210/Blue Line		
Friday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Saturday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Annual		
	Total Hours	479.64
	Total Miles	10,381.98
	Operating Cost	\$33,843.40

Monthly Service Costs

<u>Operating Month</u>	<u>Operating Days</u>	<u>Monthly cost</u>
July 2018	0 days	-
August 2018	3 days	2,335.50
September 2018	9 days	7,006.51
October 2018	8 days	6,446.36
November 2018	7 days	5,640.57
December 2018	1 day	805.80
January 2019	6 days	4,834.77
February 2019	8 days	6,446.36
March 2019	6 days	4,834.77
April 2019	6 days	4,834.77
May 2019	0 days	-
June 2019	0 days	-
		\$43,185.41

Total Annual Costs

Annual Hours
616.68

Hourly Rate
\$68.17 July 1, 2018 through
September 30, 2018

Total Cost
\$43,185.41

Hourly Rate
\$70.56 October 1, 2018 through
September 30, 2019

Extra Costs:

Because the requested change is being held outside of LYNX's regular service change, costs associated with this change will have to be charged to UCF. These include the following:

- Printing of new schedule brochures - \$4,375
- Printing of new system and kiosk maps - \$3,000
- Labor involved for brochure and system/kiosk map changes (vendor charge) - \$1,250
- Legal ad in Orlando Sentinel (English ad) - \$370
- Legal ad in El Sentinel (Spanish ad) - \$85
- Legal services (transcription of public hearing by Orange Legal) - \$200

Total extra costs due to service change - \$9,280

KNIGHTLYNX OPERATING DAYS

July 1, 2018 thru June 30, 2019

July:	0 days	No KnightLYNX Service
August:	3 days	24, 25 and 31
September:	9 days	1, 7, 8, 14, 15, 21, 22, 28 and 29
October:	8 days	5, 6, 12, 13, 19, 20, 26 and 27
November:	7 days	2, 3, 9, 10, 16, 17 and 30
December:	1 days	1
January:	6 days	11, 12, 18, 19, 25 and 26
February:	8 days	1, 2, 8, 9, 15, 16, 22 and 23
March:	6 days	1, 2, 22, 23, 29 and 30
April:	6 days	5, 6, 12, 13, 19, and 20
May:	0 days	No KnightLYNX Service
June:	0 days	No KnightLYNX Service
Total Days	54 days	

LYNX Board Agenda

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

From: Tiffany Homler
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Execute a Bus Service Agreement #18-C134 with the Econ River High School – Greater Orlando Campus (SHS) in the Amount of \$199,102 for a Period of One (1) Year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Bus Service Agreement with the Econ River High School – Greater Orlando Campus (SHS) in the amount is \$199,102 for a period of one (1) year.

BACKGROUND:

In August 2016, LYNX began bus service on Link 320 to connect charter schools in East Orange County including University High School, Timber Creek High School, and East River High School. The Link 320 service operates between Monday –Friday between the hours of 6:00 a.m. – 6:35 p.m. during days that Orange County Public Schools are in session. Six trips are scheduled at different times during the day to shuttle students to and from Econ River High School to Avalon Park, E. Colonial Drive, and East River High School. FY '18 total ridership to date is 6,937 with an average of 867 passengers per month.

FISCAL IMPACT:

LYNX staff included \$199,102 in the FY2019 Preliminary Operating Budget for revenue related to Econ River High School.

**BUS SERVICE AGREEMENT
18-C134**

by and between

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

and

**ECON RIVER HIGH SCHOOL – GREATER ORLANDO CAMPUS (ERHS)
(the Client)**

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

October 1, 2018

TABLE OF CONTENTS

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

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Schedule of Exhibits

Exhibit “A” – Description and Map of Bus Routes

Exhibit “B” – Service Schedule and Annual Service Costs

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 27th day of September, 2018, by and between:

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

and

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

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

WITNESSETH:

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

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

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

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

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

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

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

Cost of Bus Service shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$95.52 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below; provided that such hourly rate shall not increase by more than ten percent (10%) in any fiscal year.

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

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

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;

(b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

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

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

3. **TERM.** This Agreement shall be effective on October 1, 2018 (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2019 (the “**Expiration Date**”), which is the funding period for providing the Bus Service as set forth in **Exhibit “A”** attached hereto.

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

4. **TERMINATION.**

(a) **Termination at Will.** This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days’ notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

(b) **Termination for Breach.** Unless breach is waived by the Client or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Client’s or LYNX’s right to remedies at law or to damages. At the sole option of the Client, if Orange County enters into an agreement with LYNX, Client may terminate this agreement and join the agreement entered into with Orange County.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “B”** is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is

proposed to run during the school year, estimated at 41 weeks/year. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the Client, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular bus stop provides a safety hazard, then LYNX, in cooperation with the Client, could move that bus stop to a safer location.

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

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

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

(c) For the purpose of invoicing ERHS, invoices and related matters will be sent to ERHS or received in person at the following address:

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

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

(e) This agreement shall obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

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

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

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

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

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

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

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

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

As to LYNX: Louemma Cromity, Manager of Procurement
LYNX
455 North Garland Avenue
Orlando, Florida 32801

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

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

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

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

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

13. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

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

(l) **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.

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

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

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

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

[Signatures Begin On Following Page]

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

Attest:

**ECON RIVER HIGH SCHOOL – GREATER
ORLANDO CAMPUS, INC.**

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward Johnson
Chief Executive Officer

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

AKERMAN LLP

By: _____
James Goldsmith

EXHIBIT “A”

Description of Bus Service

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

Charter School Route: The Charter School Route would originate near the intersection of Rouse Road and East Colonial Drive (see Exhibit B). The route heads north on Rouse Road to Lokanotosa Trail. On Lokanotosa Trail the route heads east past Avalon Club Drive to N Alafaya Trail and turns south onto N Alafaya Trail. From N Alafaya Trail, the route turns east onto Waterford Lakes Parkway to Woodbury Road and heads north. At East Colonial Drive, the route heads east to Old Cheney Highway, going past the park and ride. On Old Cheney Highway the route heads east to East River Falcons Way and turns north. From East River Falcons Way the route turns west onto East Colonial Drive to Avalon Park Boulevard. At Avalon Park Boulevard, the route turns south towards Timber Creek High School and Winter Park Technical Schools and then turns around at the traffic circle. The route heads back north along Avalon Park Blvd and turns west on East Colonial Drive to Rouse Road and head north. On Rouse Road the route turns east on Lokanotosa Trail and ends at Alafaya Club Drive.

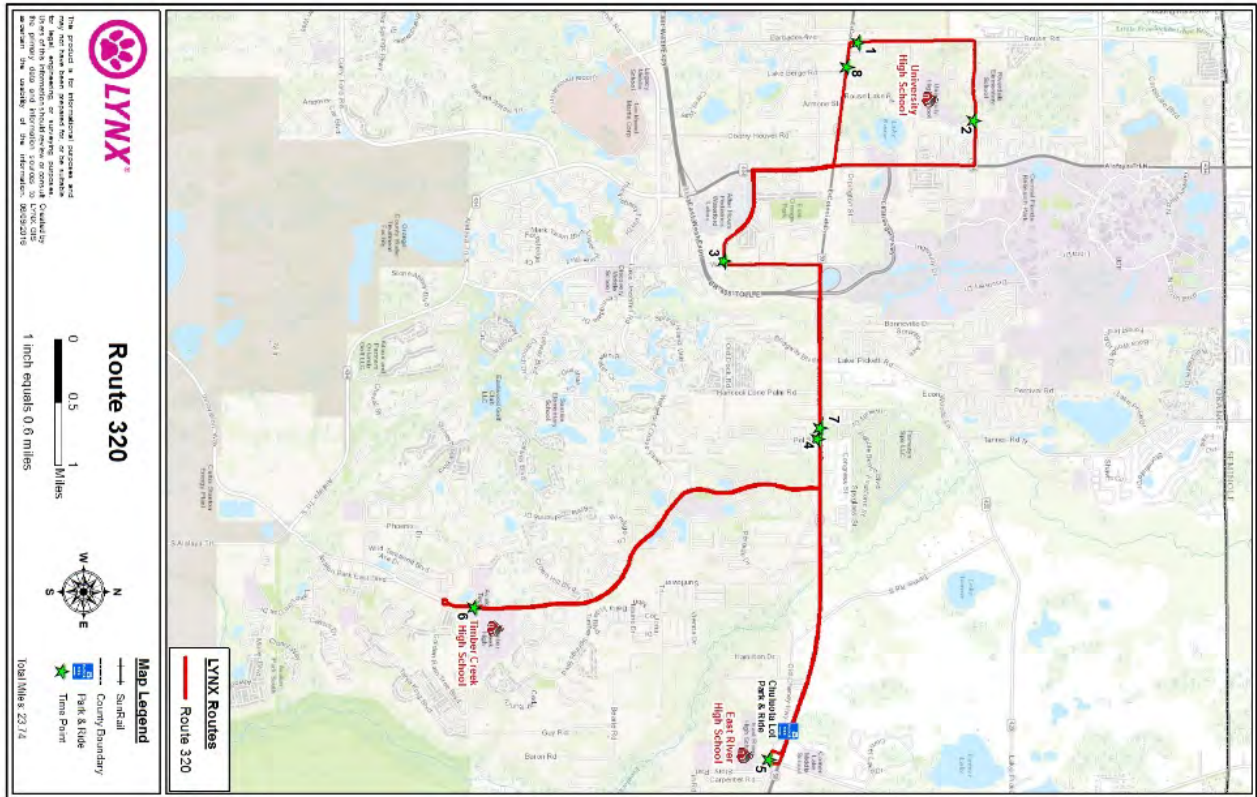


EXHIBIT “B”

Proposed Service Schedule and Annual Service Costs

LINK 320 - PROPOSED AUGUST 2018 SCHEDULE

ROUSE ROAD AND E COLONIAL DRIVE	LOKANOTOSA TRL AND ALAFAYA	WOODBURY RD AND WATERFORD	E COLONIAL DR AND PEBBLE	OLD CHENEY HWY AND EAST RIVER	AVALON PARK AND CROWN HILL	E COLONIAL DR AND PEBBLE	E COLONIAL DRIVE AND PINEY BRANCH	E COLONIAL DR AND PEBBLE	OLD CHENEY HWY AND EAST RIVER	AVALON PARK AND CROWN HILL BLVD	E COLONIAL DR AND PEBBLE BEACH B	WATERFORD LAKES AND WOODBURY RD	E COLONIAL DRIVE AND PINEY	LOKANOTOSA TRL AND ALAFAYA
①	②	③	④	⑤	⑥	⑦	⑧	④	⑤	⑥	⑦	③	⑧	②
5:56	6:00	6:09	6:15	6:23	6:42	6:53	7:06	12:15	12:22	12:37	12:46	12:52	1:00	1:05
6:26	6:30	6:39	6:45	6:53	7:12	7:23	7:36	5:45	5:52	6:07	6:16	6:22	6:30	6:35
11:26	11:30	11:40	11:47	11:56	12:16	12:28	12:42							
12:11	12:15	12:25	12:32	12:41	1:01	1:13	1:27							

P.M.
Times
are
shown
in
bold

FY2019 ECON RIVER HIGH SCHOOL SERVICE HOURS - LINK 320

		Mon-Thur	Fri	Sat	Sun	Total
		142	38	0	0	180
		Mon-Thur	Fri	Sat	Sun	Proposed Hours
320	CHARTER SCHOOL EAST ORANGE	12.87	12.87	0	0	2316.60
	Total	12.87	12.87	0	0	2316.60

Hourly Rate \$ 95.52

Gross Annual \$ 221,244.32

Estimated
Fares \$ (22,122.43)

Estimated
cost, Net of
Fares \$ 199,101.89

LYNX Board Agenda

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

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

Date: 9/27/2018

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.

LYNX Board Agenda

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

Access LYNX completed the FY 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 Board Agenda

Consent Agenda Item #7.D. vi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: **Miscellaneous**
Authorization to Transfer Three Paratransit Vehicles to BrightStart
Pediatrics for the 5310 Enhanced Mobility of Seniors and Individuals with
Disabilities Program

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer three (3) retired paratransit vehicles to BrightStart Pediatrics, a licensed nursing and therapy facility serving the medically fragile special needs children.

BACKGROUND:

LYNX recently received replacement paratransit vehicles. Included in the retirements are turtle tops with over 250,000 miles in paratransit operations. These vehicles will be part of the annual disposal via auction or in some cases, put back to low- mileage utilization as part of our coordinated services initiatives.

Mobility Management staff has identified three retired paratransit turtle tops for utilization by one of our Section 5310 awarded agencies, BrightStart Pediatrics, an agency serving medically challenged children who are paratransit eligible. Through this vehicle transfer, BrightStart Pediatrics will provide the unique and specialized transportation of their clients directly at their expense. This vehicle transfer is included in the application submitted by Bright Start Pediatrics in our Section 5310 -Enhanced Mobility of Seniors and Individuals with Disabilities Program.

This vehicle transfer affords LYNX the opportunity to leverage partnerships with our coordinated agency and improve efficiency in the delivery of services for specialty medical

LYNX ard Agenda

needs. The types of clients served by BrightStart pediatrics require escorts by a specialty nurse, at all times during transport. A paratransit trip would require an initial pick-up of the specialty nurse from the medical facility, then transport from the nurse's medical facility for final client pick-up, and the final leg of the trip to the client's final destination. Effectively, each paratransit reservation will result in 3 vehicle trips before completion. BrightStart can effectively handle their client trips at their own expense, for significantly less than our paratransit one-way trip cost.

The transfer of three turtle tops will not require Federal Transit Administration (FTA) approval as there is no federal share remaining on the vehicles and the fair market value of each is below \$5,000. These vehicles are being transferred "as is".

FISCAL IMPACT:

The net book value of the three revenue vehicles and related components is \$0.

LYNX Board Agenda

Consent Agenda Item #7.D. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Increase the Contract Amount with Baker & Hostetler, LLC for a Not to Exceed amount of \$400,000 for a period of one (1) year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the contract amount with Baker & Hostetler, LLC for a not to exceed amount of \$400,000 for a period of one (1) year.

BACKGROUND:

At the July 26, 2018 Board of Directors meeting, the Board authorized LYNX to extend both the Akerman, LLP and Baker & Hostetler, LLC existing contracts until June 30, 2019, for legal services. However, we did not state the not-to-exceed contract amounts for the additional time for both firms.

LYNX staff is requesting an extension for both contracts through June 30, 2019, to allow time to understand and develop to bring legal services in-house.

FISCAL IMPACT:

LYNX staff will include \$400,000 for Legal Services – Labor and Employment services.

LYNX Board Agenda

Consent Agenda Item #7.D. viii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Increase the Contract for Legal Services with Akerman, LLP in a Not to Exceed amount of \$720,000 for a Period of One (1) Year

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the contract amount with Akerman, LLP for a not-to-exceed amount of \$720,000 for a period of one (1) year.

BACKGROUND:

At the July 26, 2018 Board of Directors meeting, the Board authorized LYNX to extend both the Akerman, LLP and Baker & Hostetler, LLC existing contracts until June 30, 2019, for legal services. However, we did not state the not-to-exceed contract amounts for the additional time for both firms.

LYNX staff is requesting an extension for both contracts through June 30, 2019, to allow time to understand and develop to bring legal services in-house.

FISCAL IMPACT:

LYNX staff will include \$789,800 in the FY2019 Preliminary Operating Budget for Legal Services – General.

LYNX Board Agenda

Consent Agenda Item #7.D. ix

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Auction Surplus Capital Items

Date: 9/27/2018

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for October 2018. The following surplus items require authorization for retirement and disposal at the public auction:

Computer Equipment:

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

Furniture, Fixtures and Equipment:

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

Support Vehicles

Three (3) support vehicles with a total net book value of \$0

Revenue Vehicles and Components:

Three (3) paratransit vehicles used in revenue service with a total net book value of \$0.

LYNX Board Agenda

Categorical Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$22,572	\$0
Furniture and Fixtures	\$1,455	\$0
Other Vehicles	\$63,128	\$0
Revenue Vehicles	\$212,783	\$0
GRAND TOTAL	\$299,937	\$ 0

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from this sale may be due to the Federal Transit Administration (FTA) in FY2019.

LYNX Board Agenda

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 8.30.18	Due to FTA
13685	9585	02/01/11	CE	Liebert Mini Computer Room / LOC A/C Cabinet	5	\$6,432	\$0	\$0
13290	9310	01/14/10	CE	Dell Latitude E6400XFR	5	\$4,730	\$0	\$0
16408	11198	08/06/13	CE	DELL9010,COMPUTER	5	\$1,324	\$0	\$0
16409	11199	08/06/13	CE	DELL 9010 COMPUTER	5	\$1,324	\$0	\$0
16410	11200	08/06/13	CE	DELL 9010 COMPUTER	5	\$1,324	\$0	\$0
16412	11202	08/06/13	CE	DELL 9010 COMPUTER	5	\$1,324	\$0	\$0
15291	10575	11/01/12	CE	Dell E6530 Laptop	5	\$1,317	\$0	\$0
14368	9986	11/14/11	CE	Dell Optiplex Computer 990	5	\$1,303	\$0	\$0
15455	10698	03/20/13	CE	Dell Computer 9010 Desktop	5	\$1,214	\$0	\$0
15268	10504	10/04/12	CE	Dell Computer 990	5	\$1,140	\$0	\$0
15269	10505	10/04/12	CE	Dell Computer 990	5	\$1,140	\$0	\$0
				Subtotal CE		\$22,572	\$0	\$0
4324	1096	08/26/98	FE	DESK-EXEC-OAK FLEETWOD	5	\$403	\$0	\$0
4333	1149	08/26/98	FE	DESK-EXEC-OAK FLEETWOOD	5	\$403	\$0	\$0
4343	1110	08/26/98	FE	CREDENZA-OPEN, OAK 21 X 72 FLEETWOOD	5	\$325	\$0	\$0
4507	1183	09/30/98	FE	CREDENZA-OPEN-E. OAK	5	\$325	\$0	\$0
				Subtotal FE		\$1,455	\$0	\$0
11186	26293	09/30/06	OV	Van, 2006 Ford E-350 10Passenger	4	\$25,077	\$0	\$0
9164	24529	07/25/05	OV	VAN 2006 FORD E 350	4	\$19,482	\$0	\$0
9024	24283	05/16/05	OV	Van - 2005 Dodge Caravan	4	\$18,569	\$0	\$0
				Subtotal OV		\$63,128	\$0	\$0
15447	121043	03/19/13	RV	Turtle Top Odyseeey Paratransit Bus	5	\$71,033	\$0	\$0
13340	NC-5191	03/04/10	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
13346	NC-5197	03/04/10	RV	Turtle Top Odyssey Bus Paratransit	5	\$70,875	\$0	\$0
				Subtotal RV		\$212,783	\$0	\$0
				Grand Total		\$299,937	\$0	\$0

LYNX Board Agenda

Consent Agenda Item #7.D. x

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

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

Date: 9/27/2018

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX' non-operating revenue in the fiscal year appropriate for the transaction date (FY2018 or FY2019).

LYNX Board Agenda

Lost and Found Articles Items to Donate or Auction

Article Description	Count of Article
Apron	7
Baby Stroller	4
Backpack	91
Bag	119
Bible	10
Bike	134
Books	25
Cane	13
Case	14
CD, DVD, Tape	4
Cellphone	245
Clothing	36
Electronic Device	76
Envelope	4
Folder/Binder	15
Footwear	21
Glasses	168
Gloves	10
Hat	85
Jacket/Hoodie	118
Jewelry	26
Luggage	3
Lunch Bag	33
Other (See Description)	101
Purse	9
Sweater/Sweatshirt	20
Thermos/Mug	16
Toy	15
Umbrella	61
Watch	5
Total	1488

Items to Discard or Recycle

Article Description	Count of Article
Wallet	72
Total	72

The net proceeds from this sale will be included in the LYNX FY2019 non-operating revenue.

LYNX Board Agenda

Consent Agenda Item #7.D. xi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Transfer Two Salvaged Forty-Foot Vehicles to Valencia
College Fire Rescue Institute

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer two (2) salvaged forty-foot vehicles and components to Valencia College Fire Rescue Institute.

BACKGROUND:

LYNX staff has identified two Gillig BRT Buses (Buses #660 & 802) for retirement. Both buses were involved in total loss accidents and have been stripped of their usable parts. Valencia College Fire Rescue Institute expressed an interest in receiving the LYNX retired buses to use in training scenarios for firefighters in school bus emergencies.

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval in order to waive or transfer any outstanding obligation associated with the vehicles and the related components, which is currently valued at \$0. Upon Board of Directors approval, LYNX staff will continue to work with Valencia College Fire Rescue to facilitate the transfer of the vehicles. If the transfer of the vehicles is not successful, LYNX staff will then include them in the upcoming public auction.

LYNX Board Agenda

Vehicle Profile

System Number	Asset ID	Description	Acquisition Date	Acquisition Value	Serial Number	Net Book Value
11451	802	40'LF BRT-Suburban-G29D102N4 Gillig Bus	06/30/07	\$293,815	15GGD291071077930	0
11520	802A	CUMMINS ISL 8.3L 280HP ENGINE	06/30/07	\$19,626		0
11521	802B	VOITH DIWA 864.3E SSP TRANS	06/30/07	\$17,247		0
12730	660	40'x102-SSTL-LF- G27D102N4 Gillig Bus	09/30/08	\$309,869	15GGD271581078916	0
12731	660a	CUMMINS ISL 8.3L 280HP ENGINE	09/30/08	\$22,976		0
12732	660b	ZF 594C AUTOMATIC TRANS	09/30/08	\$17,247		0
		Total		\$680,780		0

FISCAL IMPACT:

The net book value of the two (2) salvaged forty-foot vehicles and related components is \$0.



To: Edward Johnson, CEO, Lynx

From: Jo Etta Stahl, Operations Manager, Central Florida Fire Institute

Date: July 2, 2018

Re: Request for Public Transportation Busses for Firefighter Training

The Central Florida Fire Institute is requesting two out of service public city busses to use in training scenarios for firefighters in school bus emergencies. It does not matter if it has an engine in it or not.

It is understood that Lynx will provide the busses at no charge and free of hazardous materials. We will be responsible for the transport to the training site and the disposal at the conclusion of the training. The busses will be used for extrication drills during the training scenarios. If you should have any questions or concerns, please do not hesitate to call the number referenced below.

Thank you for your consideration and support!

A handwritten signature in red ink that reads "Jo Etta Stahl".

Jo Etta Stahl
Operations Manager
Valencia College Fire Rescue Institute
2966 W. Oak Ridge Road
Orlando, Florida 32809
407-582-8156

LYNX Board Agenda

Consent Agenda Item #7.D. xii

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
LEONARD ANTMANN
(Technical Contact)
Kenneth Jamison
(Technical Contact)
Dyana Blickle
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Transfer Two (2) Ticket Vending Machines to the Florida Department of Transportation/SunRail

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute the transfer of two (2) ticket vending machines and associated components to the Florida Department of Transportation (FDOT).

BACKGROUND:

At the October 10, 2011 LYNX Board of Directors meeting, the Chief Executive Officer (CEO) was authorized to enter into an Interlocal Agreement with the Florida Department of Transportation (FDOT) to perform a joint procurement of ticket vending machines with FDOT, LYNX and VOTRAN. These ticket vending machines would sell fare media for use on services offered by the three entities. Authorization was provided by the Board of Directors at its August 9, 2012 meeting for the CEO to negotiate and award a contract for ticket vending machines to Affiliated Computer Services, Inc. (ACS).

LYNX procured two ticket vending machines using Federal Transit Administration (FTA) funding which were installed in the passenger lobby at LYNX Central Station. The development of the software to operate the vending machines was delayed during development by the vendor. This has resulted in LYNX not being able to put the vending machines into revenue service to date.

LYNX has been working with FDOT and their vendor for the SunRail fare system to begin fare sale operations for SunRail with the vending machines. The machines will sell SunRail fare media, and once the programming is completed, will also sell LYNX fare on the SunRail cards.

LYNX Board Agenda

It is in the interest of LYNX and SunRail to begin revenue operations with the ticket vending machines, selling fare media to customers. The system operates with financial transactions processed through the SunRail back office system. Transfer of the ticket vending machines will provide seamless operations of the machines with one entity responsible for the entire operation of the ticket vending machine.

FDOT is a designated FTA funding recipient. The transfer of the two ticket vending machines will require FTA approval, which LYNX will coordinate once authorization is received.

FISCAL IMPACT:

The net book value of the two (2) ticket vending machines and components is \$70,790. The potential FTA obligation is \$70,790.

LYNX Board Agenda

Consent Agenda Item #7.D. xiii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6146

Item Name: Miscellaneous
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: 9/27/2018

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 Board 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

LYNX Board Agenda

to process magnetic stripe tickets, smart cards, and mobile fare payment on the smaller demand 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 Board Agenda

Consent Agenda Item #7.D. xiv

To: LYNX Board of Directors

From: William "John" Slot
CHIEF INNOVATION SUSTAIN OFF
James Fetzer
(Technical Contact)
Christopher Plummer
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Miscellaneous
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: 9/27/2018

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 Board 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



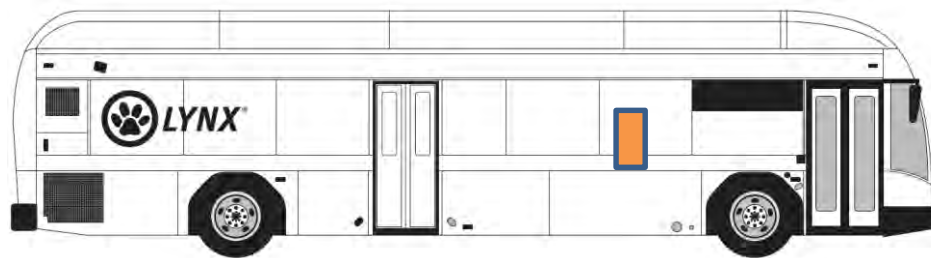
Internal Destination Sign



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 Board Agenda

Consent Agenda Item #7.D. xv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6106

Item Name: Miscellaneous
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: 9/27/2018

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 Board 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.

LYNX ard 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: _____

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

P.O. Box 5276

Gainesville, FL 32627

(352) 672-6901

(352) 727-4072 (direct)

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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

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Selita Stubbs
(Technical Contact)
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: 9/27/2018

ACTION REQUESTED:

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

BACKGROUND:

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.

FISCAL IMPACT:

No Fiscal Impact.

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 Board Agenda

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Selita Stubbs
(Technical Contact)
Christopher Plummer
(Technical Contact)
Albert Francis
(Technical Contact)

Phone: 407.841.2279 ext: 6017

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

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratify the amendment to 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:

LYNX Board Agenda

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.

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”**.

(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,~~ 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: $\text{deadhead percentage} = \frac{\text{deadhead hours for the reference period}}{\text{revenue hours for the reference period}}$. [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: D72C9E9E87F8494
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 Board Agenda

Action Agenda Item #8.C

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Adopt Fiscal Year 2019 Operating and Capital Budgets

Date: 9/27/2018

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 Board 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 Board 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:

<u>Capital Contributions</u>	<u>FY2019 Proposed Budget</u>	<u>FY2018 Amended Budget</u>	<u>Dollar Amount Change</u>
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	<u>\$ 106,908,299</u>	<u>\$ 62,854,227</u>	<u>\$ 44,054,072</u>

LYNX Board 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	<u><u>\$ 106,908,299</u></u>	<u><u>\$ 62,854,227</u></u>	<u><u>\$ 44,054,072</u></u>	<u><u>70.1%</u></u>

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 Operating Budget (Final)

Presented to the
LYNX Board of Directors
by Bert Francis
Chief Financial Officer
September 27, 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.

FY2019 Capital Budget (Final)

Presented to the
LYNX Board of Directors
by Bert Francis
Chief Financial Officer
September 27, 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><u>\$ -</u></u>	<u><u>N/A</u></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

LYNX Board Agenda

Action Agenda Item #8.D

To: LYNX Board of Directors

From: LEONARD ANTMANN
DIRECTOR OF FINANCE
Kimberly Forbragd
(Technical Contact)
VIVIAN REVIS
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2019 Service Funding Agreements with the Regional Funding Partners

Date: 9/27/2018

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2019 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2019.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum and if those changes are not materially adverse to LYNX. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

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

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

LYNX Board Agenda

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

The funding partner agreement for FY2019 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2019 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

FISCAL IMPACT:

Please reference the following **Exhibit “C”**, which is included in each of the Regional Funding Partners’ Agreements.

LYNX Board Agenda

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>

**BUS SERVICE AGREEMENT
No. 18-C144**

by and between

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

and

LAKE COUNTY

October 1, 2018

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2018, by and between:

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

and

LAKE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778 (hereinafter referred to as “**LAKE COUNTY**”).

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

W I T N E S S E T H:

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

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

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

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

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

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

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

Cost of Bus Service Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$71.22 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.

County Shall have the meaning set forth in the preamble to this Agreement.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall mean the area indicated in <u>Exhibit "A"</u> attached hereto.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

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

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

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2019 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

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

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered

by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

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

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

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAKE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAKE COUNTY, could move that Bus Stop to a safer location.

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

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

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

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

Lake County
PO Box 7800
Tavares, Florida 32778

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

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

7. **SECURITY DEPOSIT.** No security deposit is required of LAKE COUNTY under this Agreement.

8. **This Paragraph is not applicable.**

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

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

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

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

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

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

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

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

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

LYNX: Leonard Antmann, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

Copy: Edward Johnson, Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

LAKE COUNTY: Melanie N. Marsh, County Attorney
Lake County
PO Box 7800
Tavares, Florida 32778

Copy: Darby Law Group
500 S. Florida Avenue, Suite 520
Lakeland, Florida 33801

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

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

16. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

i. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the LAKE

COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

k. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the LAKE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Thus, for example, if LAKE COUNTY should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

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

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

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

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

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

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

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

Attest:

LAKE COUNTY

By LAKE COUNTY Board of Directors

By: _____
(Signature of Authorized Official)

By: _____

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward Johnson
Chief Executive Officer

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

Akerman, Senterfitt & Eidson, P.A.

By: _____
Patrick T. Christiansen

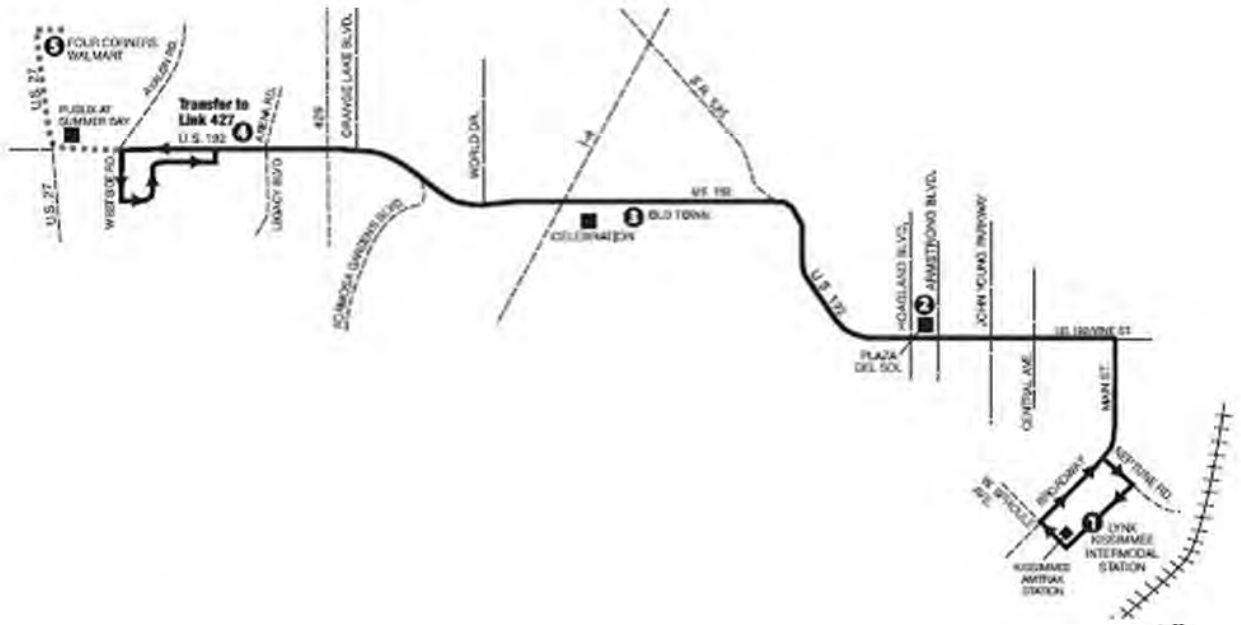
EXHIBIT “A”

Description and Schedule of Bus Route(s)

Effective: October 1, 2018

Link 55 w. US 192/Crosstown

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



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

Link 427

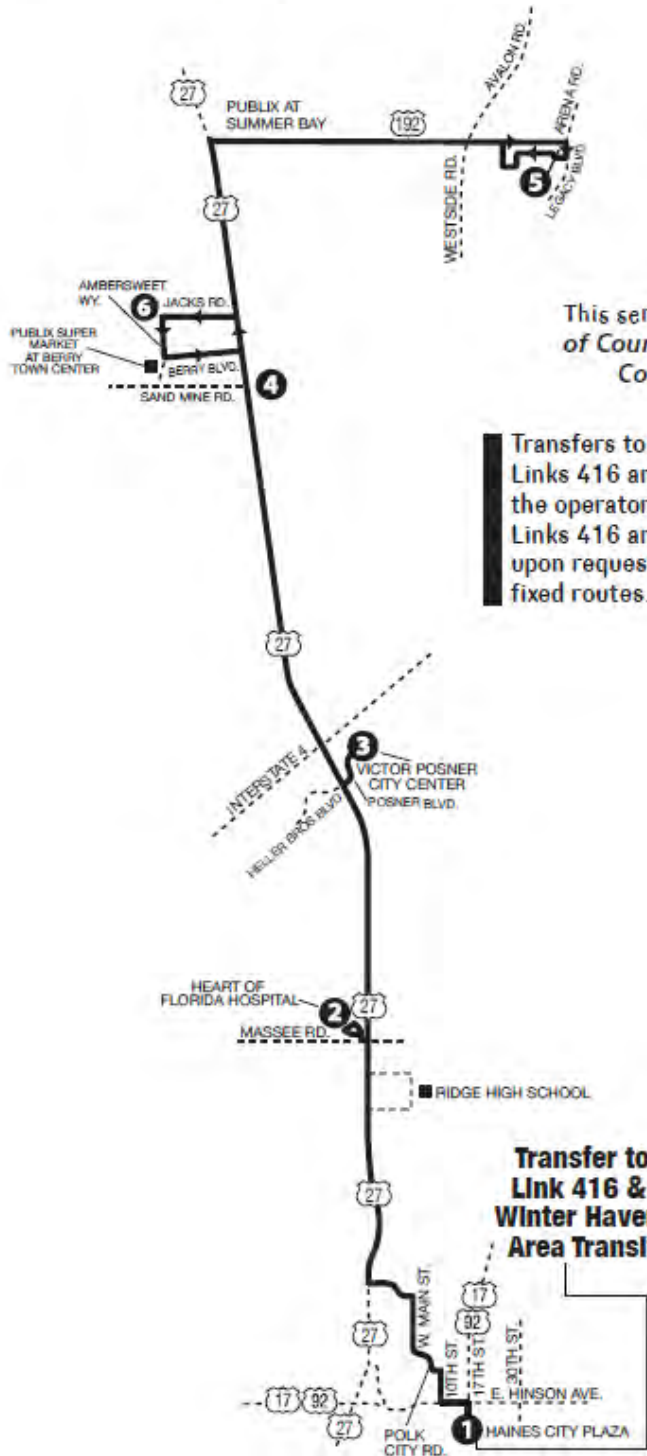
U.S. 27/Haines City

Monday-Saturday service

No Sunday/Holiday service

- **SERVING:**
- Heart of Florida Hospital
- Posner Shopping Center
- Link 55

Link 416
Winter Haven Area Transit



This service is funded by the *Polk County Board of County Commissioners* and the *North Ridge Community Redevelopment Agency*.

Transfers to LYNX fixed routes from Polk County Links 416 and 427 are available upon request from the operator when boarding. Transfers to Polk County Links 416 and 427 from LYNX fixed routes are available upon request from the operator when boarding LYNX fixed routes.

**Transfer to
Link 416 &
Winter Haven
Area Transit**



Lake County Transit Service Costs

Exhibit B

Description of Appropriated Amount

October 1, 2018 through September 30, 2019

Fixed Route Operating Costs	Amount
Link 55	\$223,916
Link 427	\$49,996
	\$273,912

Net Funding Request from County **\$273,912**

FY2019 Billing Schedule	Amount
October-18	\$22,826
November-18	\$22,826
December-18	\$22,826
January-19	\$22,826
February-19	\$22,826
March-19	\$22,826
April-19	\$22,826
May-19	\$22,826
June-19	\$22,826
July-19	\$22,826
August-19	\$22,826
September-19	\$22,826

Annual Funding Request from County **\$273,912**

BUS SERVICE AGREEMENT
No. 18-C145

by and between

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

and

REEDY CREEK IMPROVEMENT DISTRICT
(RCID)

relating to the
providing of bus service in the Reedy Creek Improvement District Service Area

October 1, 2018

TABLE OF CONTENTS

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

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Schedule of Exhibits and Appendices

- Exhibit "A" – Sketch of Reedy Creek Improvement District Service Area
- Exhibit "B" – Description of Service and Bus Routes
- Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2018, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

REEDY CREEK IMPROVEMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**RCID**").

RCID and LYNX shall sometimes be referred to collectively as the "**Parties**".

W I T N E S S E T H:

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

WHEREAS, RCID is the governmental authority having jurisdiction over the lands of the Reedy Creek Improvement District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, RCID has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "B"** and as graphically depicted on **Appendix 1** thereof, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

Agreement

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

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "B" .
<u>Contributions</u>	shall mean, the RCID Contributions.
<u>Commuter Rail Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<u>RCID</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>RCID Contributions</u>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$335,090 to be paid on the dates set forth.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Matching Contributions</u>	shall mean any matching grants or matching contributions, if any, that LYNX may obtain from time to time based upon the RCID Contributions as set forth and described in paragraph 7 below.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route, or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "B" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

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

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

(b) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

(c) The changing transportation needs of RCID to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2016 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of RCID paying to LYNX the sum of Three Hundred Thirty Five Thousand Ninety Dollars (\$335,090) payable in two payments of One Hundred Sixty-Seven Thousand Five Hundred Forty-Five Dollars (\$167,545) upon the effective date of Agreement and One Hundred Sixty-Seven Thousand Five Hundred Forty-Five Dollars (\$167,545) on or before September 30, 2019. No additional fees shall be due from RCID for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of RCID under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by a governmental unit and for the purposes of this Agreement only, said roads will be deemed to be "public". Other roads would be deemed to be "private" such as, for example, roads behind gates, etc. and these areas would be on roads

not owned and operated by any such governmental unit. If and to the extent the Bus Route at any time extends over any private property not owned by RCID in the Service Area, RCID shall obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. In regard to any roads deemed to be “private”, such consent may be revoked by RCID in its sole and absolute discretion upon twenty-four (24) hours’ notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly.

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

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Reedy Creek Improvement District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

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

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

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

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

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

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

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of

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

As to LYNX: Edward L. Johnson, Chief Executive Office
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6017
Telecopy: (407) 254-6137

with a copy to: Attn: Leonard Antmann, Director of
Finance
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6100
Telecopy: (407) 254-6138

As to RCID: Ann Blakeslee, Deputy District
Administrator
Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Post Office Box 10170
Lake Buena Vista, Florida 32830
Telephone: (407) 828-3548
Telecopy: (407) 934-6200

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

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

15. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity.

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

(c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

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

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

(f) **Benefits of Service.** The RCID monies to be paid by RCID to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

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

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

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

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

(k) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, RCID is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if RCID should fail to pay the requisite RCID Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(l) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit “B”**. Thus, the Contributions may be used for all of said Bus Service.

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

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

[Signatures Begin on Following Page]

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

**THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Edward L. Johnson

Chief Executive Officer

Approved as to Form and Content, and for
reliance only by LYNX and no other person.

Dated: _____, 2018

Akerman LLP, counsel for LYNX

By: _____
Patrick T. Christiansen

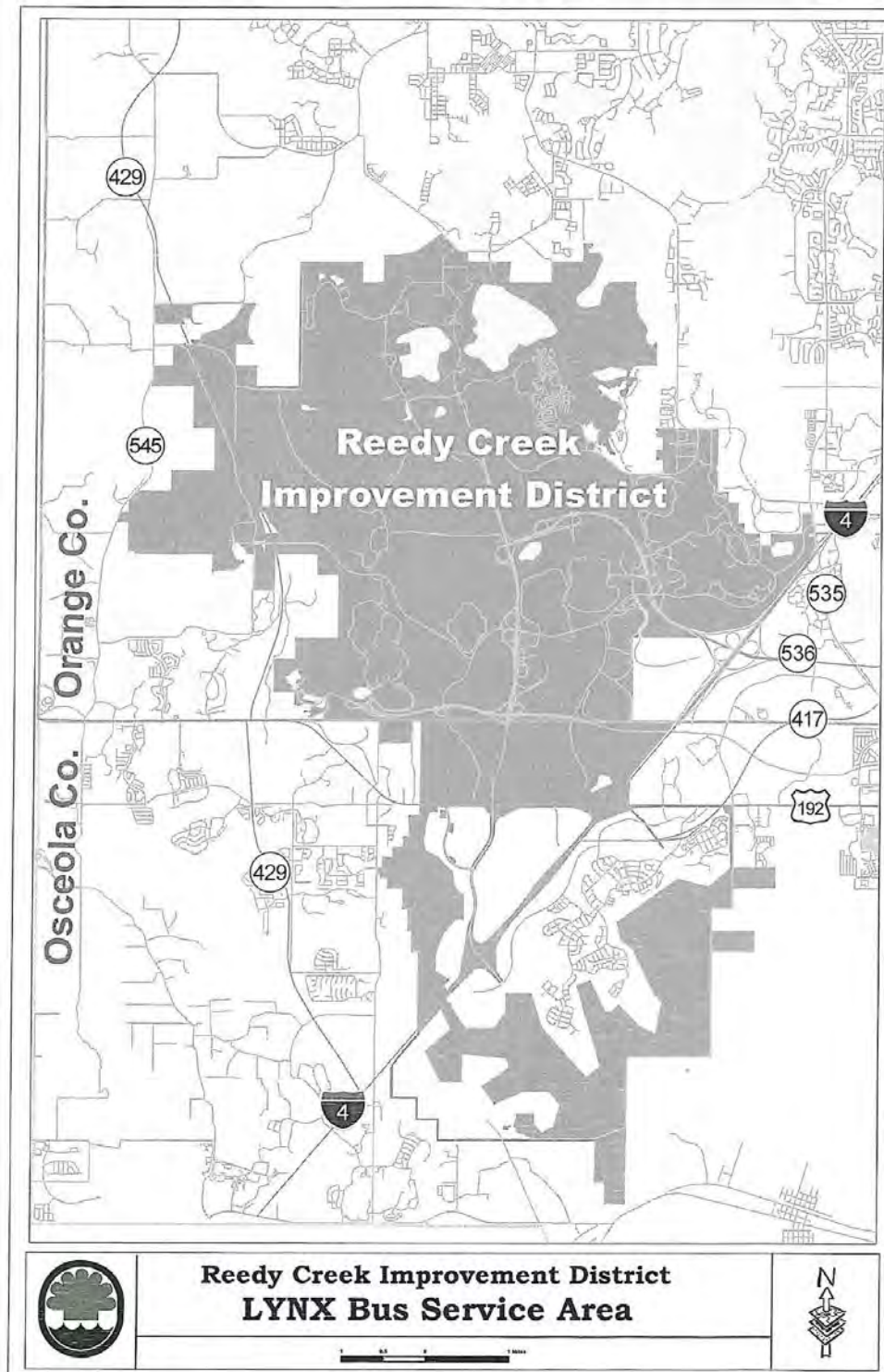
REEDY CREEK IMPROVEMENT DISTRICT

By: _____
John H. Classe, Jr.

District Administrator
(Print Title of Person Signing)

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area



Reedy Creek Improvement District Transit Service Costs

Exhibit B

Description of Appropriated Amount

October 1, 2018 through September 30, 2019

Fixed Route Operating Costs	Amount
Link 50	\$135,888
Link 56	\$92,657
Link 306	\$106,545
	\$335,090

Net Funding Request	\$335,090
----------------------------	------------------

FY2019 Billing Schedule	
On or before 10/1/2018	\$167,545
On or before 9/1/2019	\$167,545
Annual Funding Request	\$335,090

EXHIBIT "B"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective July 15, 2018

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 50: Downtown Orlando/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:35 PM, 11:05 PM., 11:35 PM and 12:05 AM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, Downtown Disney West Side Transfer Center, 6800 Sea Harbor Drive and Academic LYNX Central Station
Link 56: Kissimmee/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:24 PM, 10:43 PM and 11:13 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, US 192 & Old town, US 192 & SR 535, Osceola Square Moll, Kissimmee Intermodal Facility
Link 306: Poinciana/Hilton Bonnet Creek Resort	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:205 AM to 7:15 AM; Evening from 5:05 PM to 6:05 PM	Poinciana Walmart @ Doverplum Ave, Downtown Disney West Side Transfer Center, Hilton Bonnet Creek Resort

END EXHIBIT "B"

APPENDIX 1 **Of Exhibit "B"**

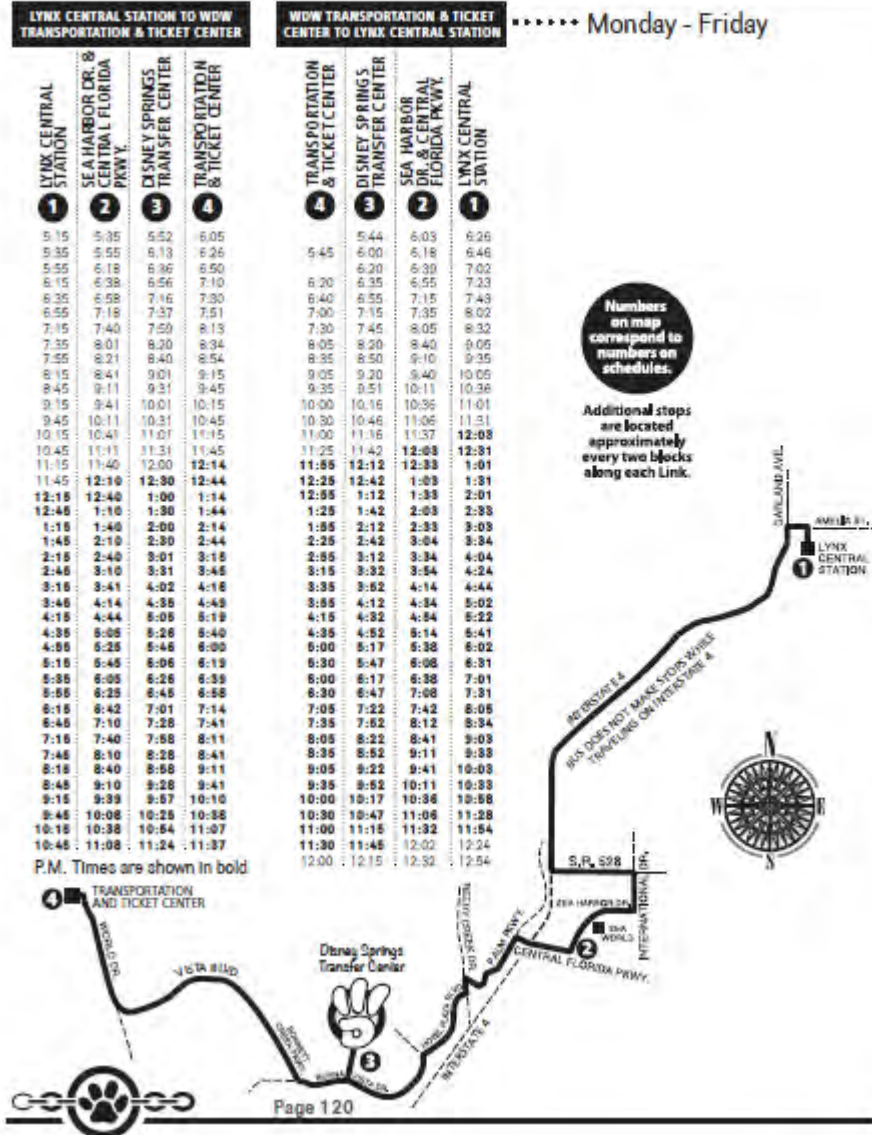
Graphical Depictions of Lynx Bus Service Routes

Link 50

Downtown Orlando/Magic Kingdom
Monday-Sunday & Holiday service

- SERVING:**
- LYNX Central Station
 - SeaWorld
 - Disney Springs

Walt Disney World Resort
Transportation and
Ticket Center



Link 56

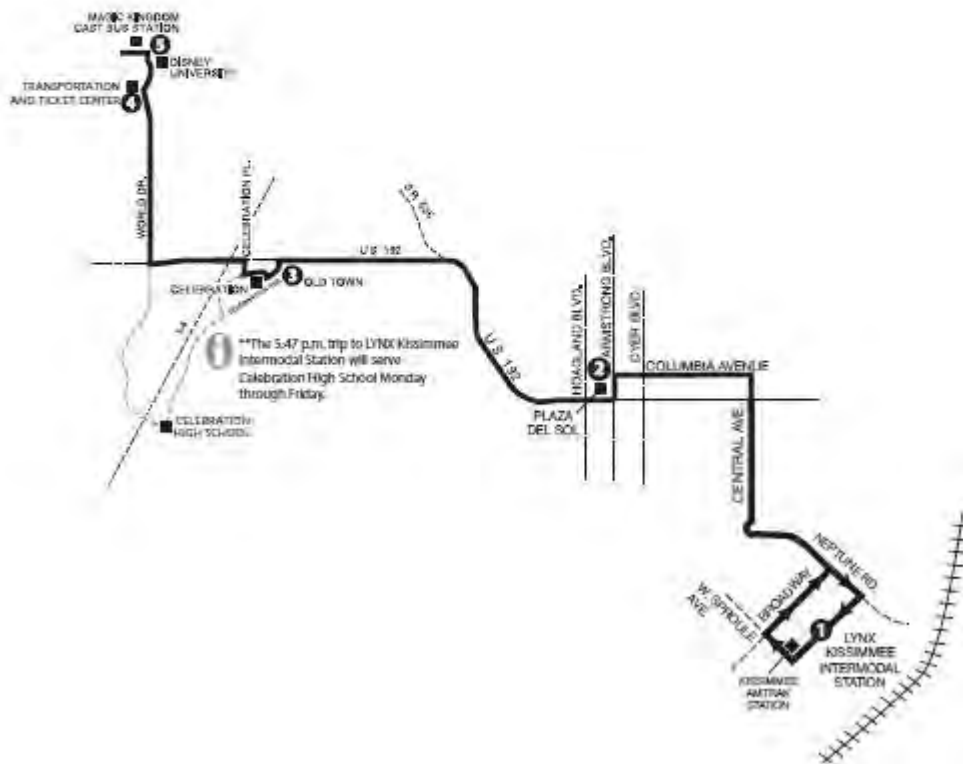
W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday service

SERVING:

- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal Station



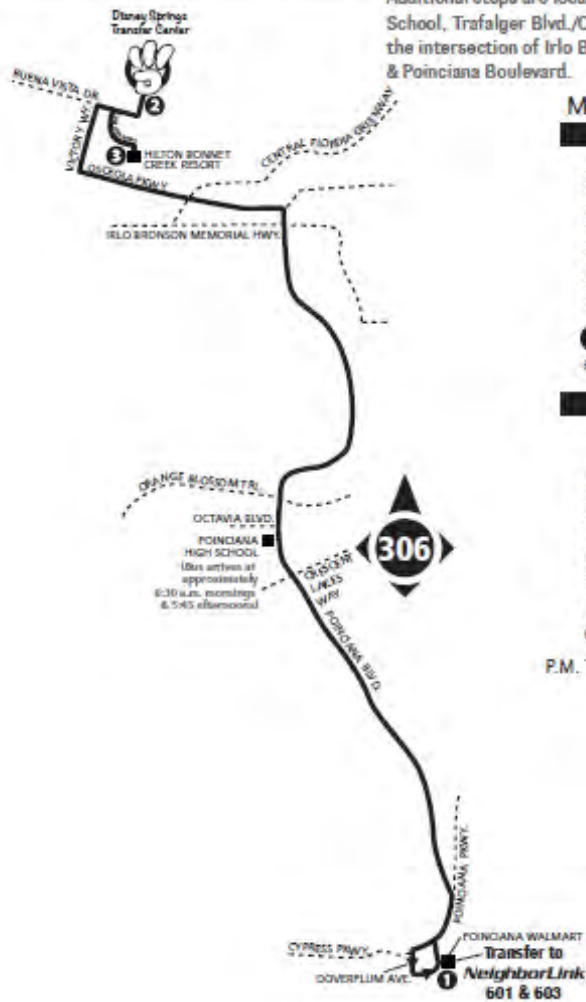
Service Monday-Sunday & Holidays
5:30 AM to 11:00 PM

Frequency 30 minutes

Disney Direct
Monday-Sunday & Holiday
service

- SERVING:**
 • Polk County NeighborLink 603
 • Polk County High School Polk County Walmart
 • Disney Springs Transfer Center
 • Hilton Bonnet Creek Resort
 • NeighborLink 601

Monday - Friday



END APPENDIX 1

**Service Funding Agreement
by and between
City of Altamonte Springs, Florida
and
Central Florida Regional Transportation Authority**

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 21, 2017 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2017 to September 30, 2018 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2018; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2018 and ending on September 30, 2019.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

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

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2019 and ending the following September 30, 2020.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2018 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2019 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes

- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less

adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
- (A) All of LYNX's Funding Partners;
 - (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
 - (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
- (viii) The amount of fund balance allocated to reserves.
- (ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

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

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

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2019, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

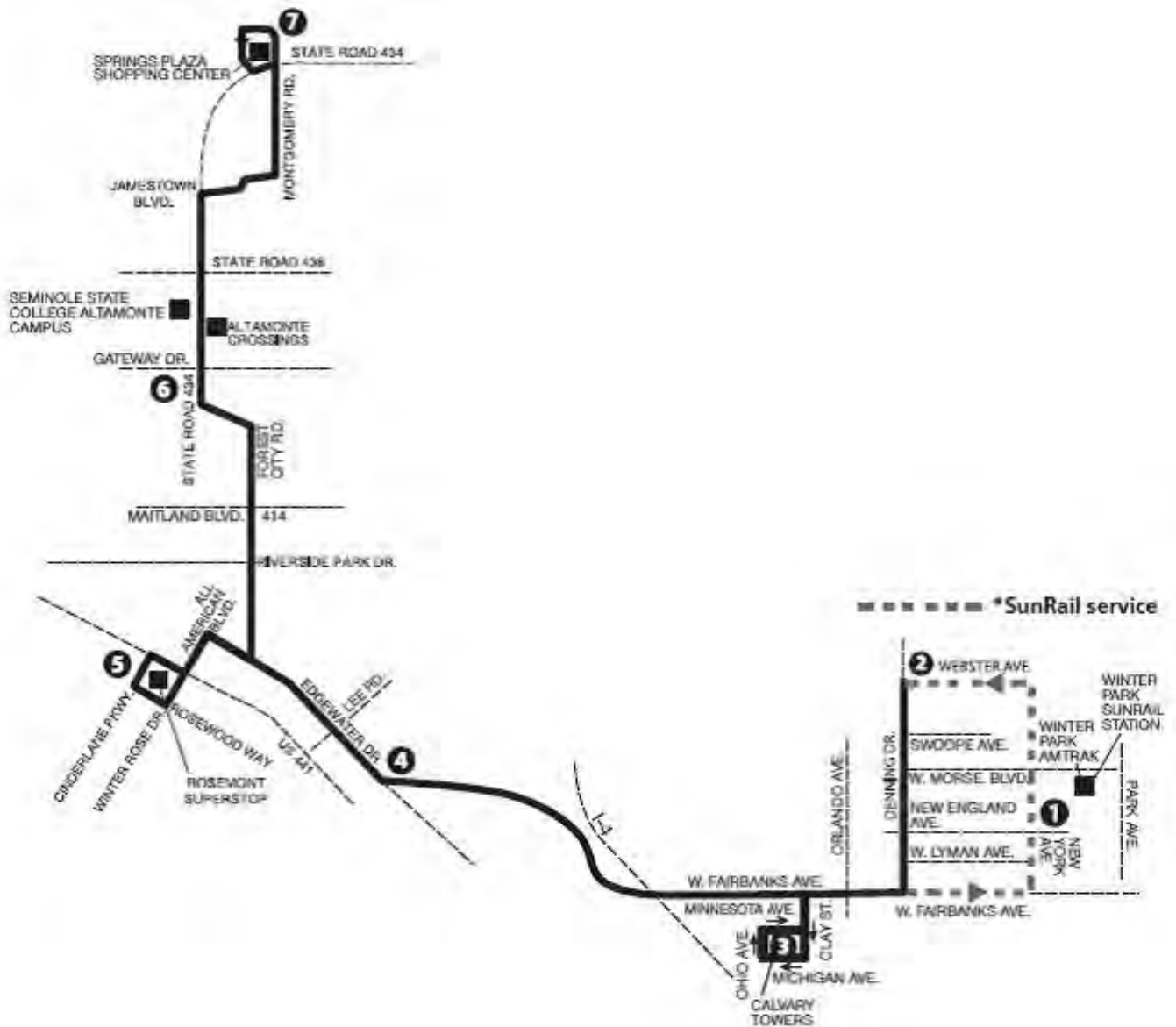
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

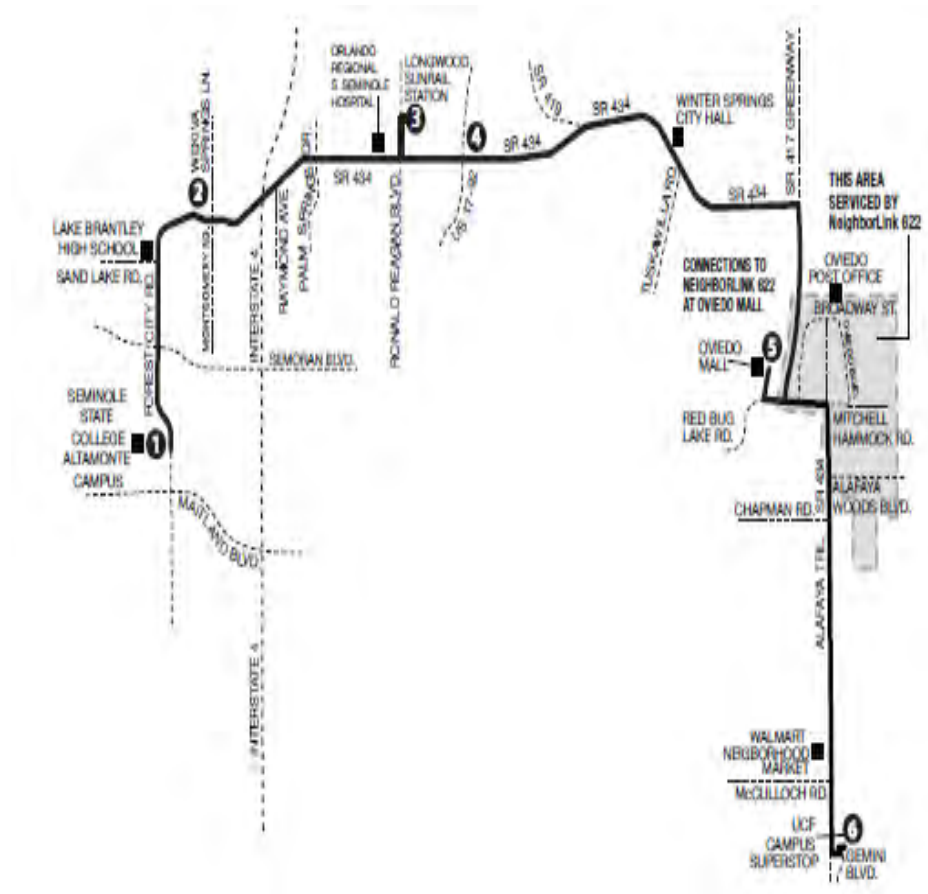
LINK 23 Winter Park/Springs Plaza

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



Link 434 SR 434 Crosstown

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



Link 436N SR 436 Crosstown

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



Link 436S SR 436 Crosstown

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport

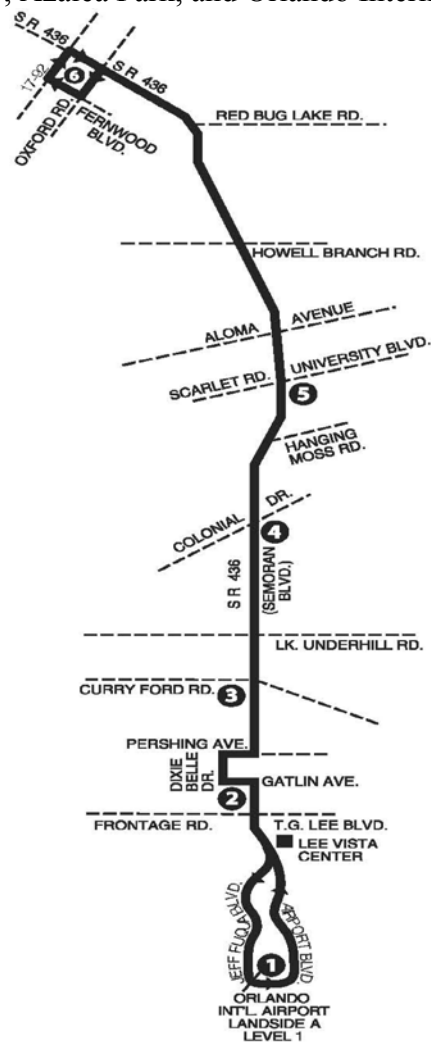


Exhibit "B"

October through September

\$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2019	
Total County Transit Service Cost	\$ 120,900

FY2018 Billing Schedule:	
October 2018	\$ 30,225
January 2019	\$ 30,225
April 2019	\$ 30,225
July 2019	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2018-2019 for the provision of public transportation services within the City of Altamonte Springs in accordance with this Agreement and to be allocated as follows:

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

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

Schedule Listing of LYNX Funding Partners

Exhibit C

	FY2019 Funding Model Amount	FY2019 SR 436 Corridor Study	FY2019 Funding Agreement
Operating Funding			
Orange County	\$44,741,822	(\$90,034)	\$44,651,788
Osceola County	\$7,380,518	\$0	\$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	\$0	\$2,459,071
Subtotal	\$66,191,559	(\$512,623)	\$65,678,936
FDOT (SunRail Feeder Routes)	\$1,507,449	\$0	\$1,507,449
Altamonte Springs	\$120,900	\$0	\$120,900
City of Sanford	\$93,000	\$0	\$93,000
Lake County	\$273,912	\$0	\$273,912
Reedy Creek	\$335,090	\$0	\$335,090
Subtotal	\$2,330,351	\$0	\$2,330,351
Subtotal Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287
Capital Contributions			
Orange County	\$1,779,414	\$0	\$1,779,414
Osceola County	\$246,024	\$0	\$246,024
Seminole County	\$218,764	\$0	\$218,764
Subtotal	\$2,244,202	\$0	\$2,244,202
Total Local Funds	\$70,766,112	(\$512,623)	\$70,253,489

*The FY2019 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.

**Service Funding Agreement
by and between
City of Orlando, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 14, 2017 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2017 to September 30, 2018 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2018; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2018 and ending on September 30, 2019.

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2019 and ending the following September 30, 2020.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

Current Fiscal Year.

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2018 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

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

(vii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2019 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

Service. LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease

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

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

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

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

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

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

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

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

(xiii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:

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

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

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

Additional Reporting. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall

be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: City Attorney's Office

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2019, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

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

Date: _____

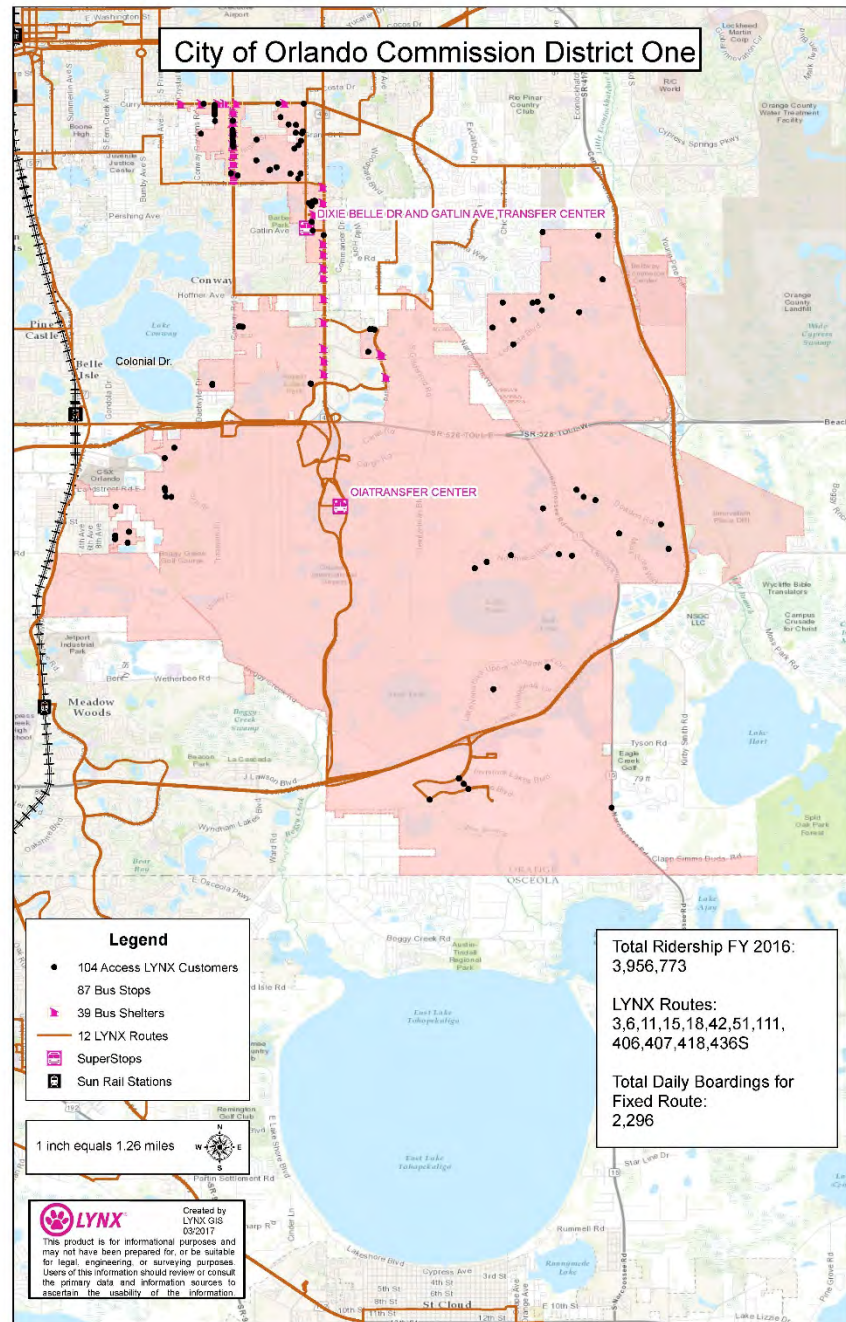
AKERMAN LLP,

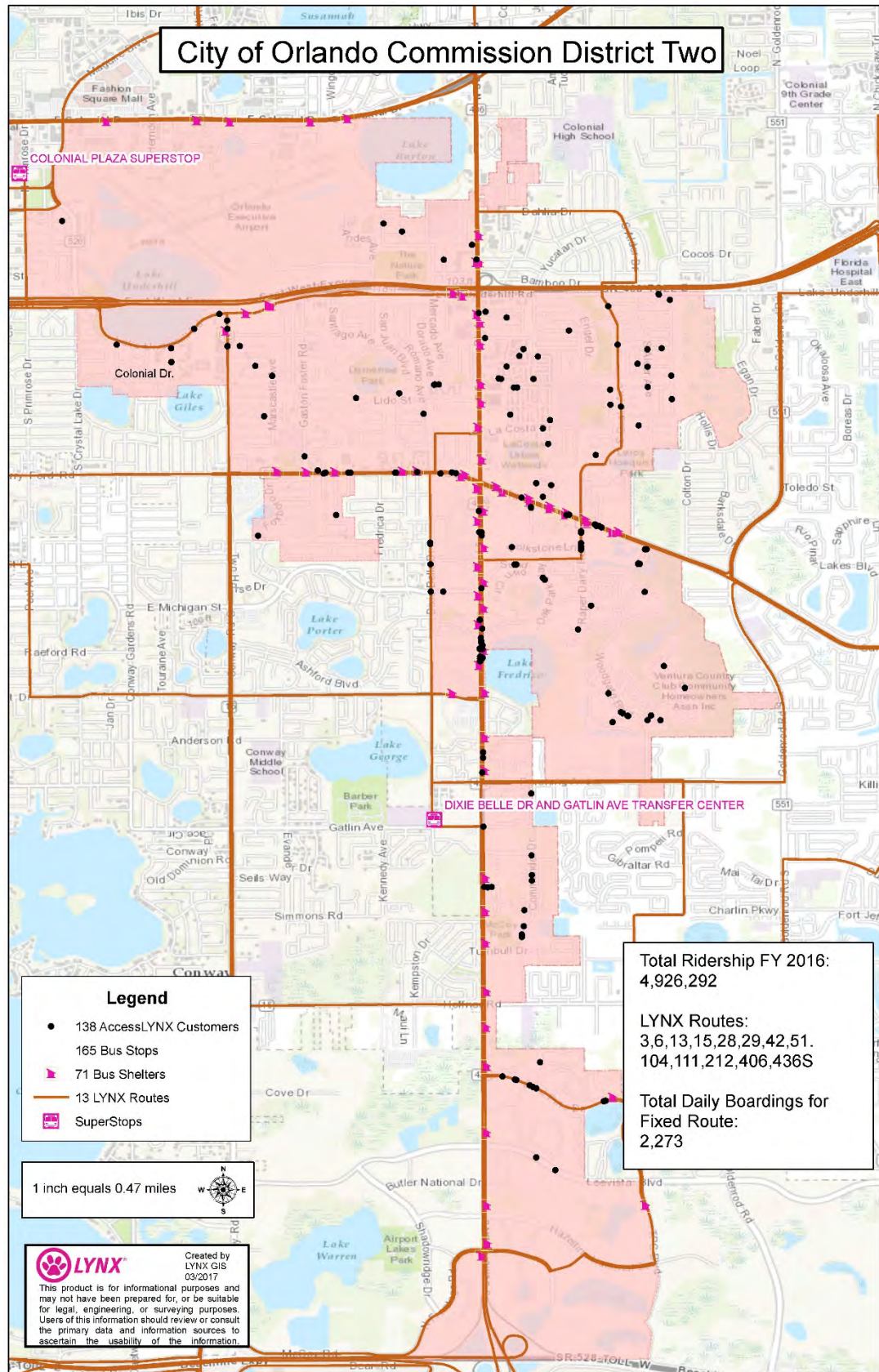
Counsel for LYNX

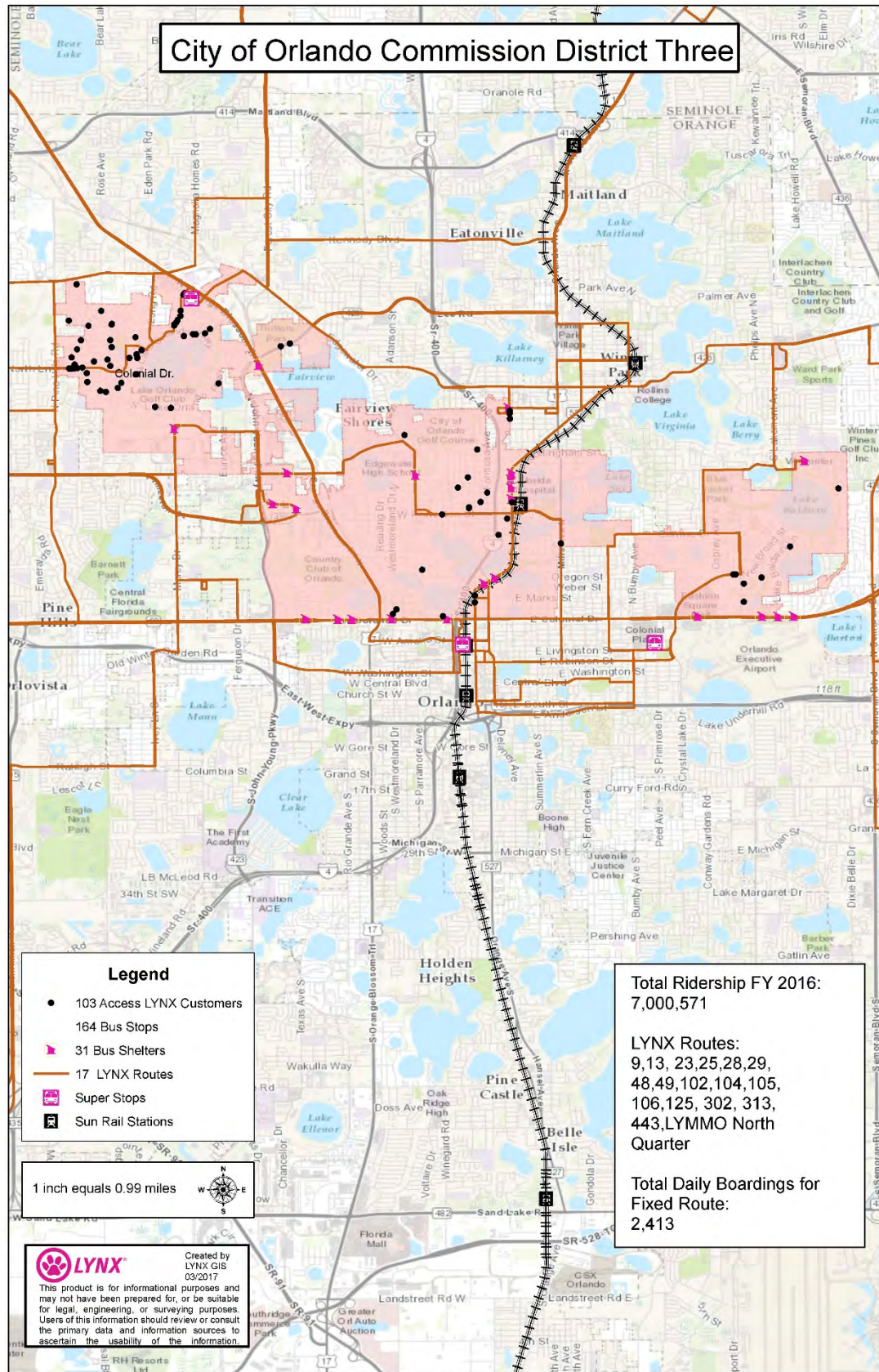
By: _____

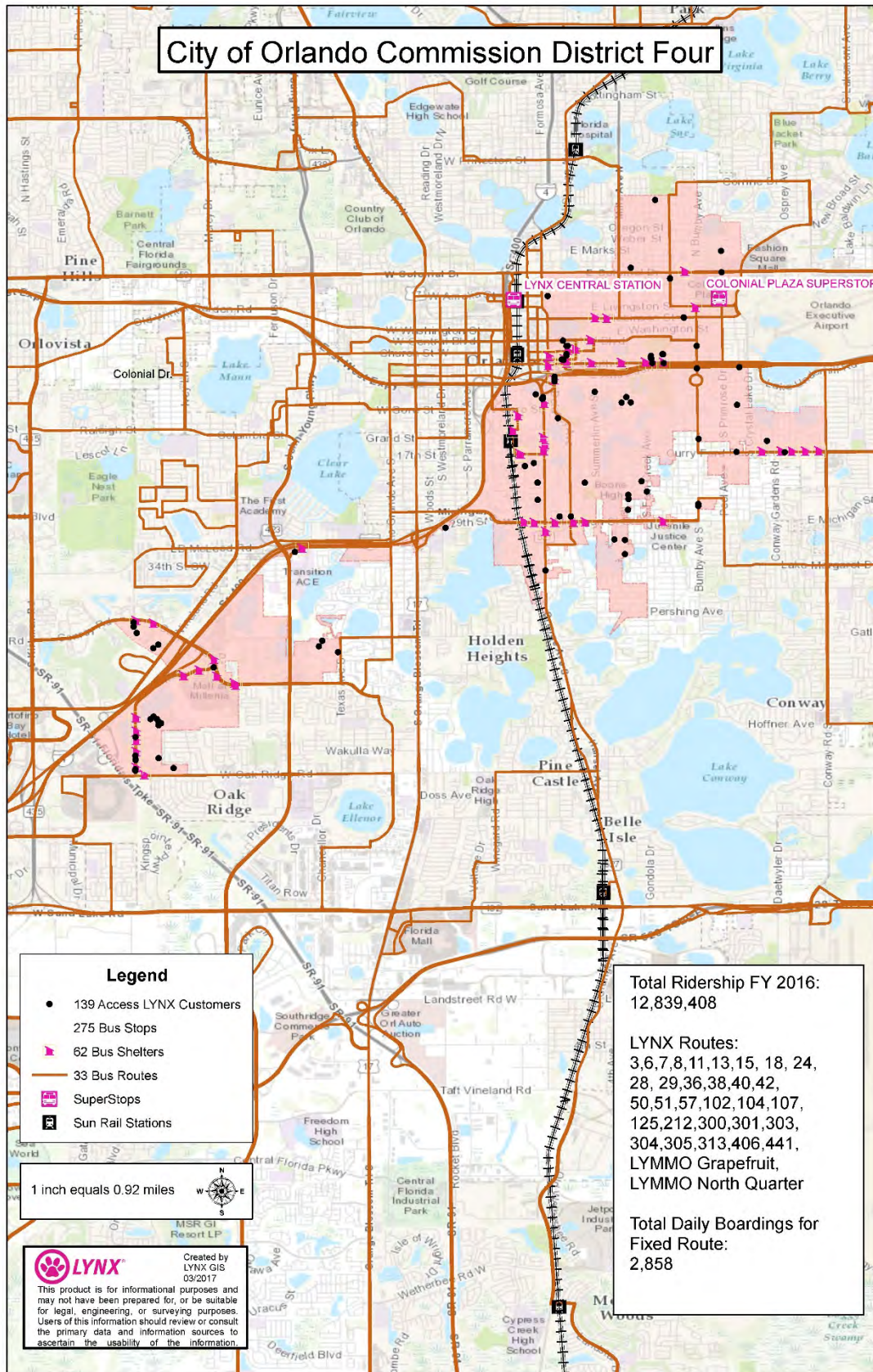
Patrick T. Christiansen, Esq.

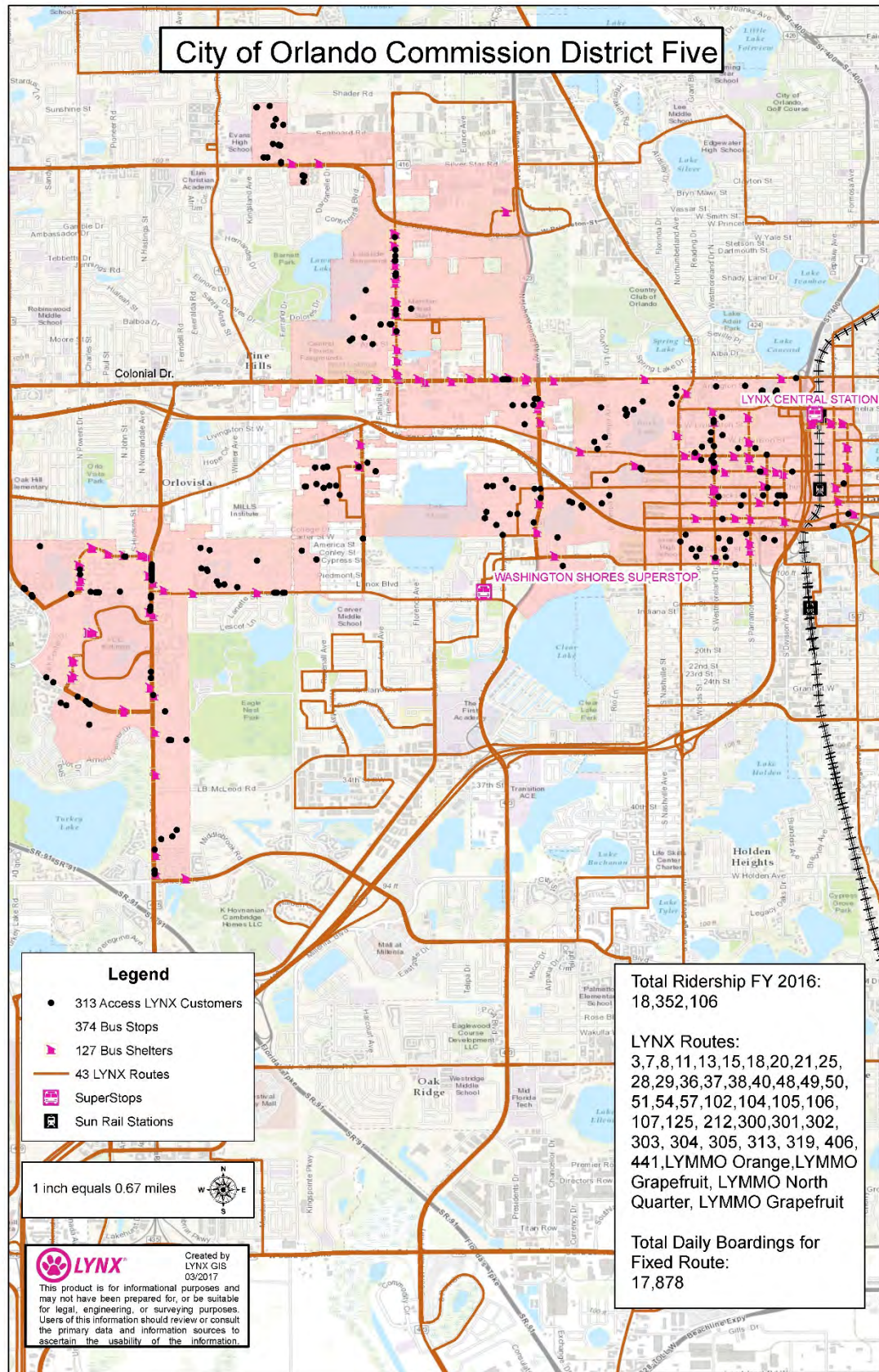
Exhibit "A" **DESCRIPTION OF SERVICE AREA**











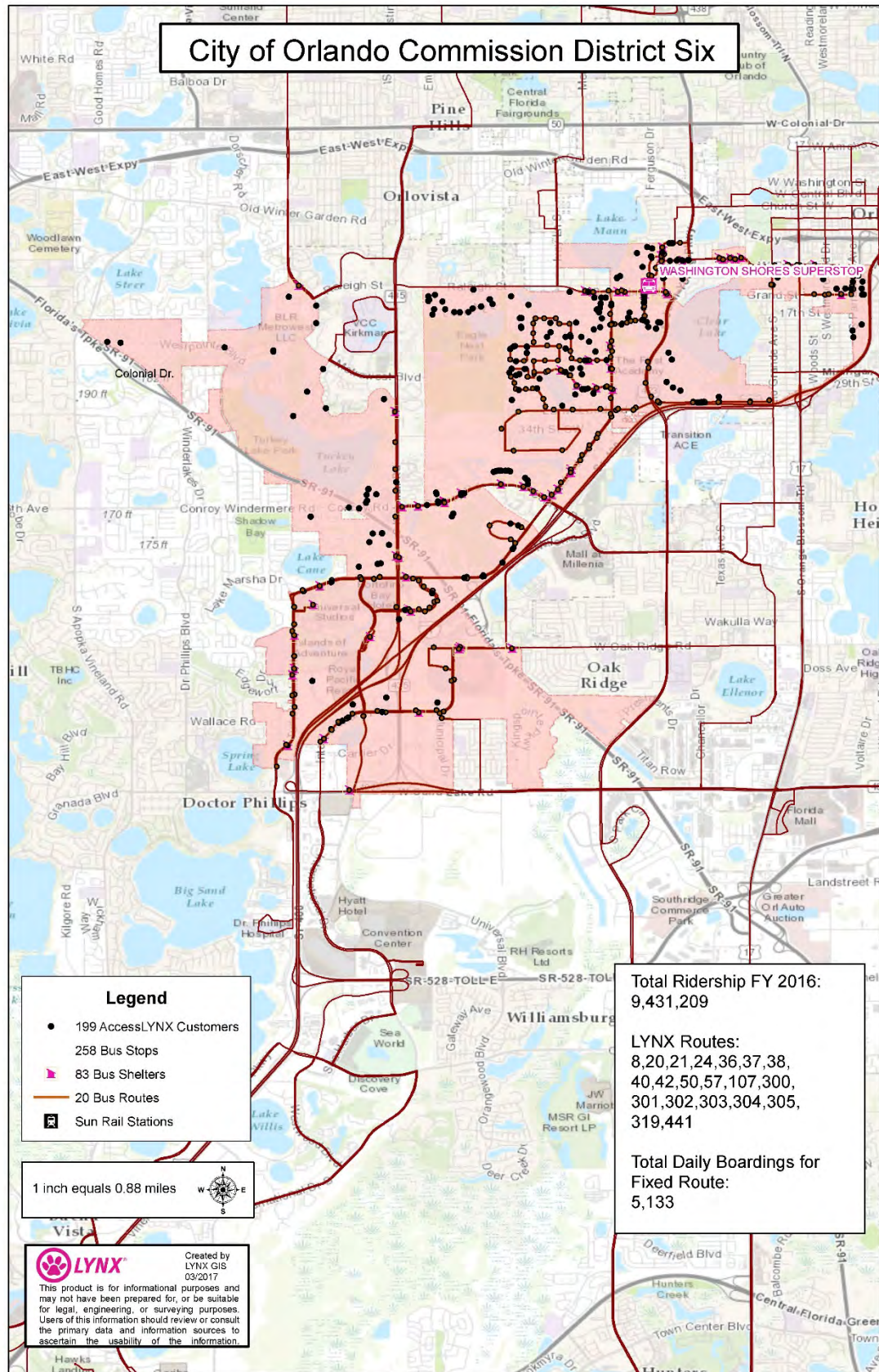


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September

\$ 4,003,006

Exhibit B City of Orlando Transit Service Costs For FY2019	
Total City Transit Service Cost	\$ 4,003,006

FY2018 Billing Schedule:	
October 2018	\$ 1,000,751
January 2019	\$ 1,000,751
April 2019	\$ 1,000,751
July 2019	\$ 1,000,753
Annual Funding Request from City	\$ 4,003,006

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate four million three thousand six dollars and zero cents (\$4,003,006) to LYNX for fiscal year 2018-2019 for the provision of public transportation services within the City of Orlando in accordance with this Agreement and to be allocated as follows:

i. The base operating expenditures funding of \$4,003,006 shall be for fixed route bus service, and other agreed upon services.

26. The LYMMO services will be invoiced in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

Schedule Listing of LYNX Funding Partners

Exhibit C

	FY2019 Funding Model Amount	FY2019 SR 436 Corridor Study	FY2019 Funding Agreement
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Subtotal	\$66,191,559	(\$512,623)	\$65,678,936
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Lake County	\$273,912	\$0	\$273,912
Reedy Creek	\$335,090	\$0	\$335,090
Subtotal	\$2,330,351	\$0	\$2,330,351
 Subtotal Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287
Capital Contributions			
Orange County	\$1,779,414	\$0	\$1,779,414
Osceola County	\$246,024	\$0	\$246,024
Seminole County	\$218,764	\$0	\$218,764
Subtotal	\$2,244,202	\$0	\$2,244,202
 Total Local Funds	\$70,766,112	(\$512,623)	\$70,253,489

*The FY2019 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.

**Service Funding Agreement
by and between
City of Sanford, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 1, 2017 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2017 to September 30, 2018 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2018; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2018 and ending on September 30, 2019.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2019 and ending the following September 30, 2020.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2018 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2019 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes

- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less

adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

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

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

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

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

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

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

As to Funding Partner:	City of Sanford 300 N. Park Avenue Sanford, Florida 32771 Attn: Norton N. Bonaparte, Jr., City Manager
------------------------	-----------------------------------------------------------------------------------------------------------------

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2019, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

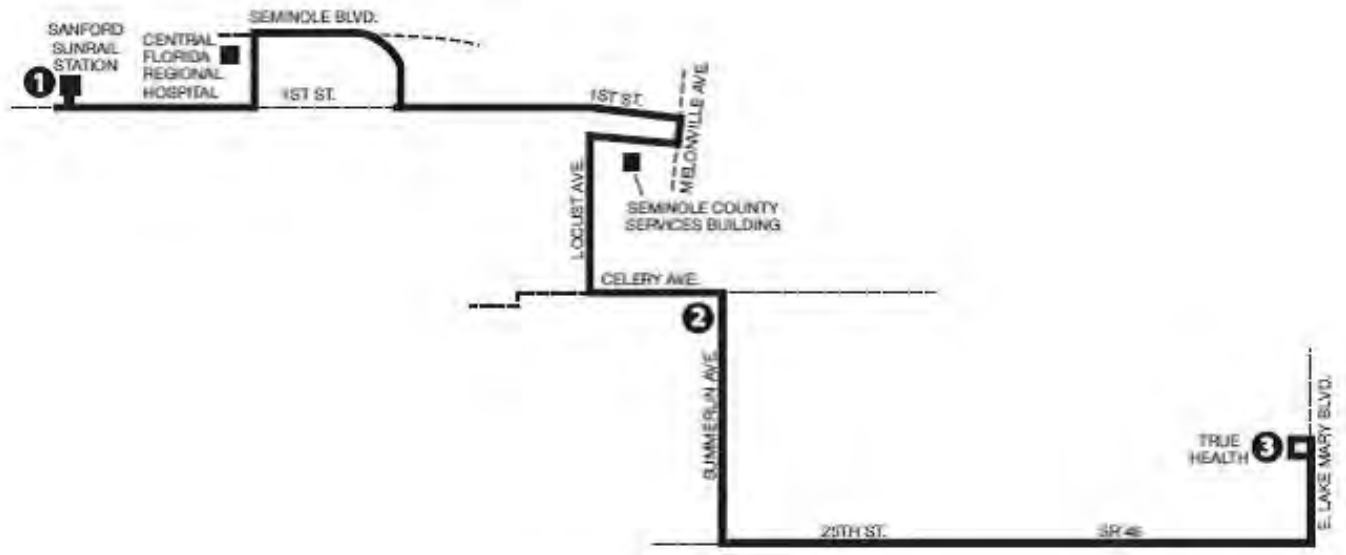
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651

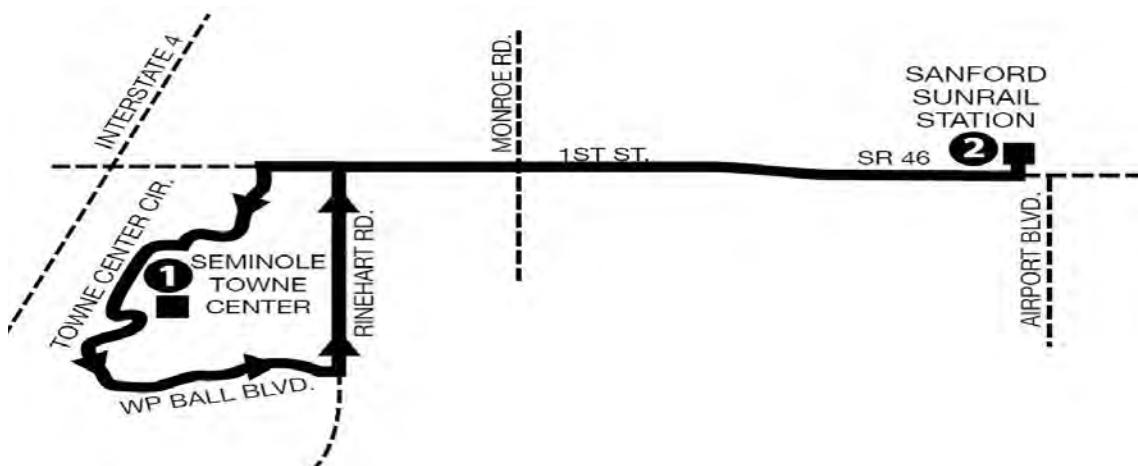


Exhibit “B”

Description of APPROPRIATED AMOUNT

October 2018 through September 2019	\$ 93,000
--------------------------------------------	------------------

Exhibit B City of Sanford Transit Service Costs For FY2018	
Total City Transit Service Cost	\$ 93,000

FY2019 Billing Schedule:	
October 2018	\$ 7,750
November 2018	\$ 7,750
December 2018	\$ 7,750
January 2019	\$ 7,750
February 2019	\$ 7,750
March 2019	\$ 7,750
April 2019	\$ 7,750
May 2019	\$ 7,750
June 2019	\$ 7,750
July 2019	\$ 7,750
August 2019	\$ 7,750
September 2019	\$ 7,750
Annual Funding Request from City	\$ 93,000

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2018-2019 for the provision of public transportation services within the City of Sanford in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

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

Schedule Listing of LYNX Funding Partners

Exhibit C

	FY2019 Funding Model Amount	FY2019 SR 436 Corridor Study	FY2019 Funding Agreement
Operating Funding			
Orange County	\$44,741,822	(\$90,034)	\$44,651,788
Osceola County	\$7,380,518	\$0	\$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	\$0	\$2,459,071
Subtotal	\$66,191,559	(\$512,623)	\$65,678,936
FDOT (SunRail Feeder Routes)	\$1,507,449	\$0	\$1,507,449
Altamonte Springs	\$120,900	\$0	\$120,900
City of Sanford	\$93,000	\$0	\$93,000
Lake County	\$273,912	\$0	\$273,912
Reedy Creek	\$335,090	\$0	\$335,090
Subtotal	\$2,330,351	\$0	\$2,330,351
Subtotal Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287
Capital Contributions			
Orange County	\$1,779,414	\$0	\$1,779,414
Osceola County	\$246,024	\$0	\$246,024
Seminole County	\$218,764	\$0	\$218,764
Subtotal	\$2,244,202	\$0	\$2,244,202
Total Local Funds	\$70,766,112	(\$512,623)	\$70,253,489

*The FY2019 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.

**Service Funding Agreement
by and between
Orange County, Florida
and
Central Florida Regional Transportation Authority**

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

WITNESSETH

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

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

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

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

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

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

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

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

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

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2017 to September 30, 2018 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2018 and ending on September 30, 2019.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2019 and ending the following September 30, 2020.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2018 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2019 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes

- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less

adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
- (A) All of LYNX's Funding Partners;
 - (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
 - (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
- (viii) The amount of fund balance allocated to reserves.
- (ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

As to Funding Partner:	Orange County
	P.O. Box 1393
	Orlando, Florida 32802-1393
	Attn: Ajit Lalchandani, County Administrator

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager, OMB

With copy to: Orange County Office of Regional Mobility
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Director, Office of Regional Mobility

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2019, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST: Phil Diamond, County
Comptroller as Clerk to the Board of
County Commissioners

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

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

Date: _____

AKERMAN LLP,

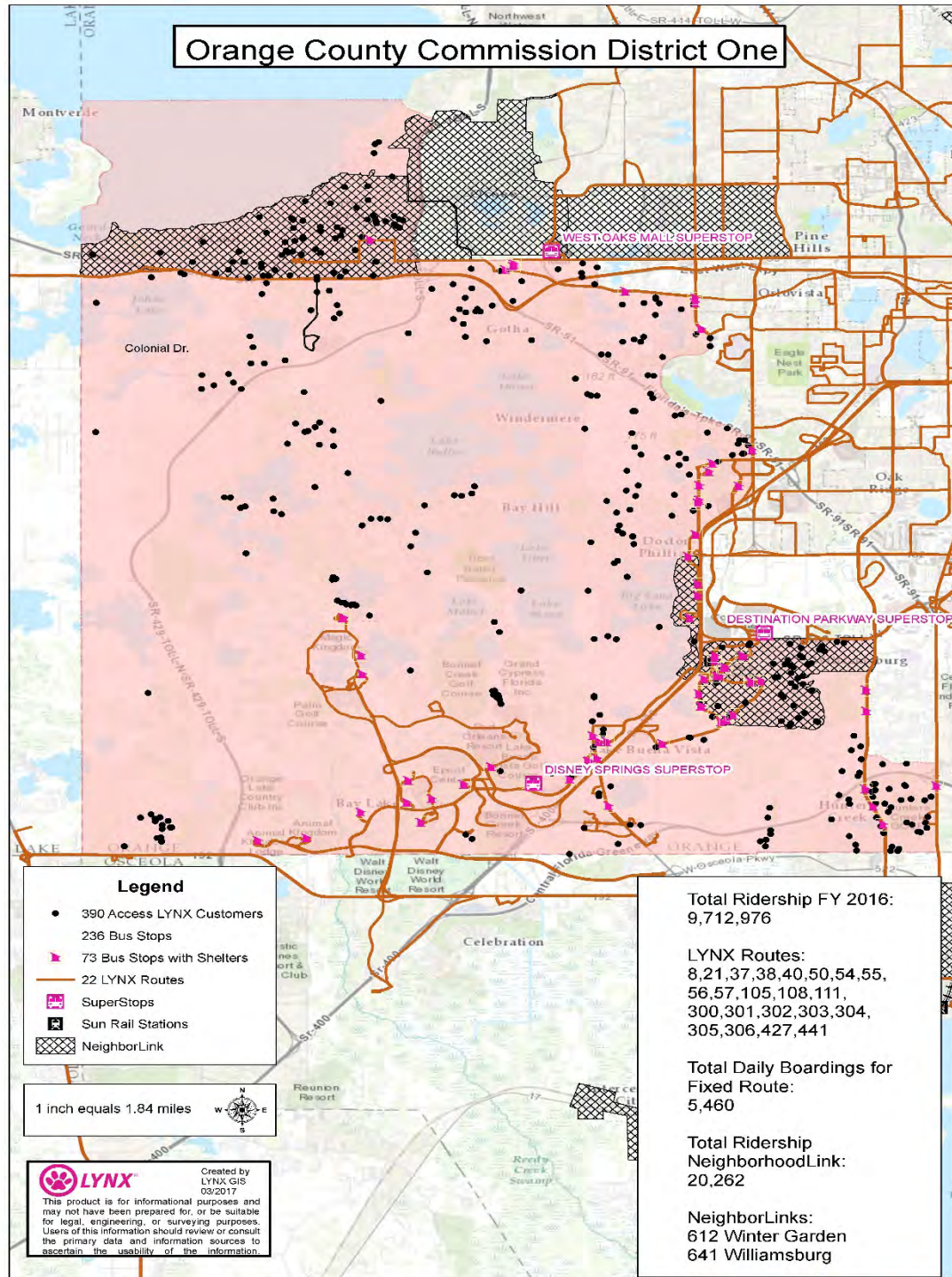
Counsel for LYNX

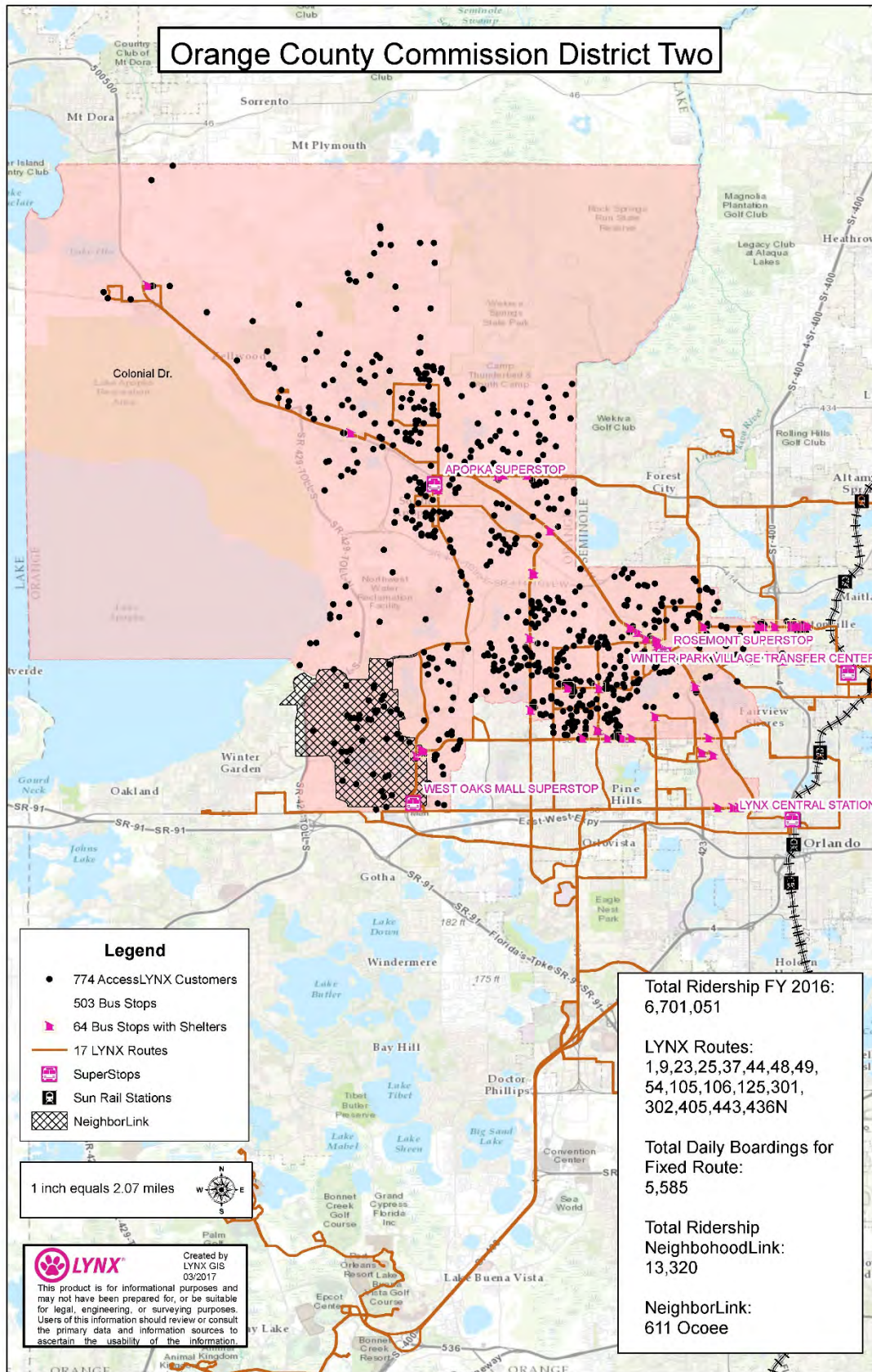
By: _____

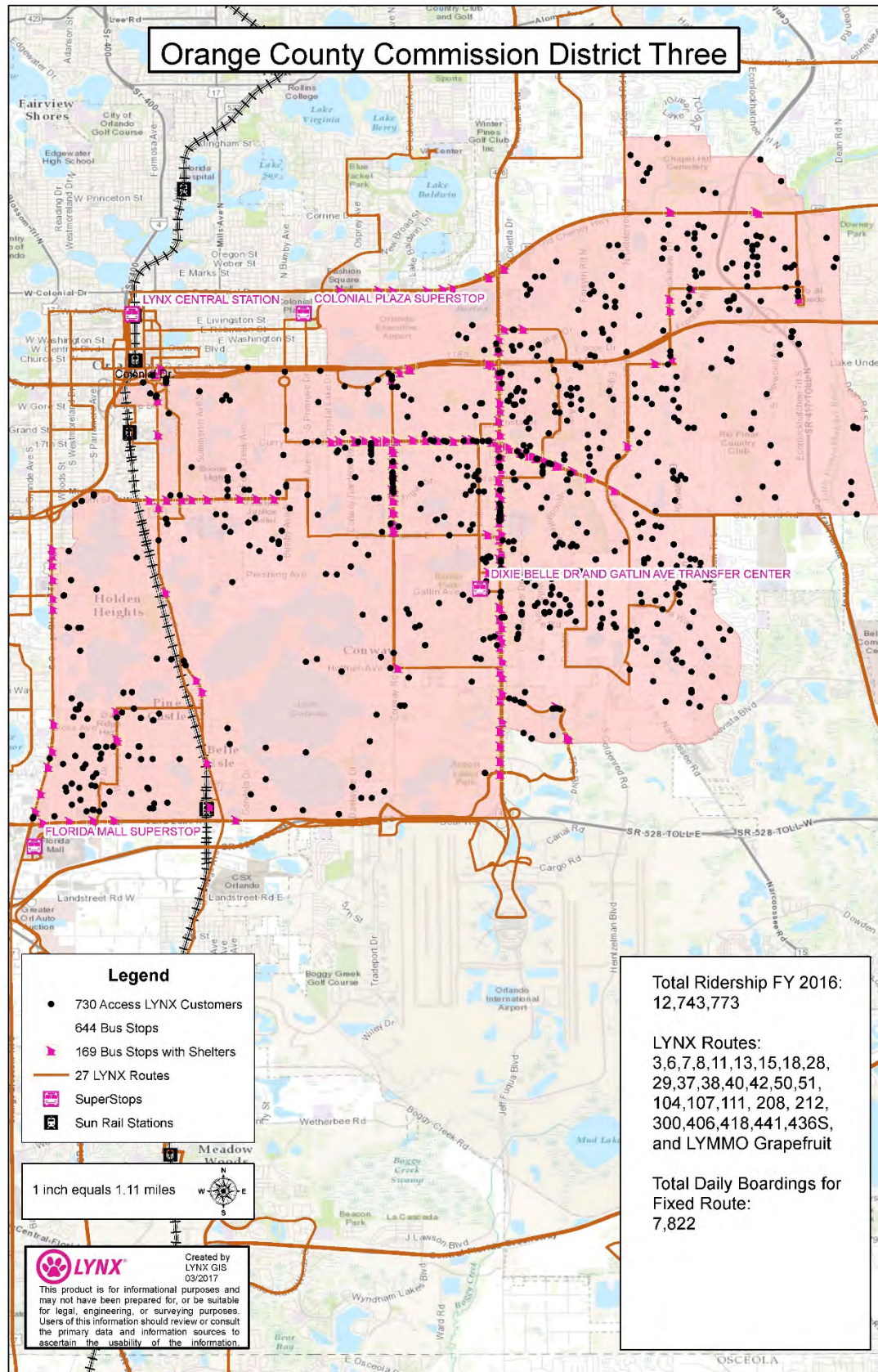
Patrick T. Christiansen, Esq.

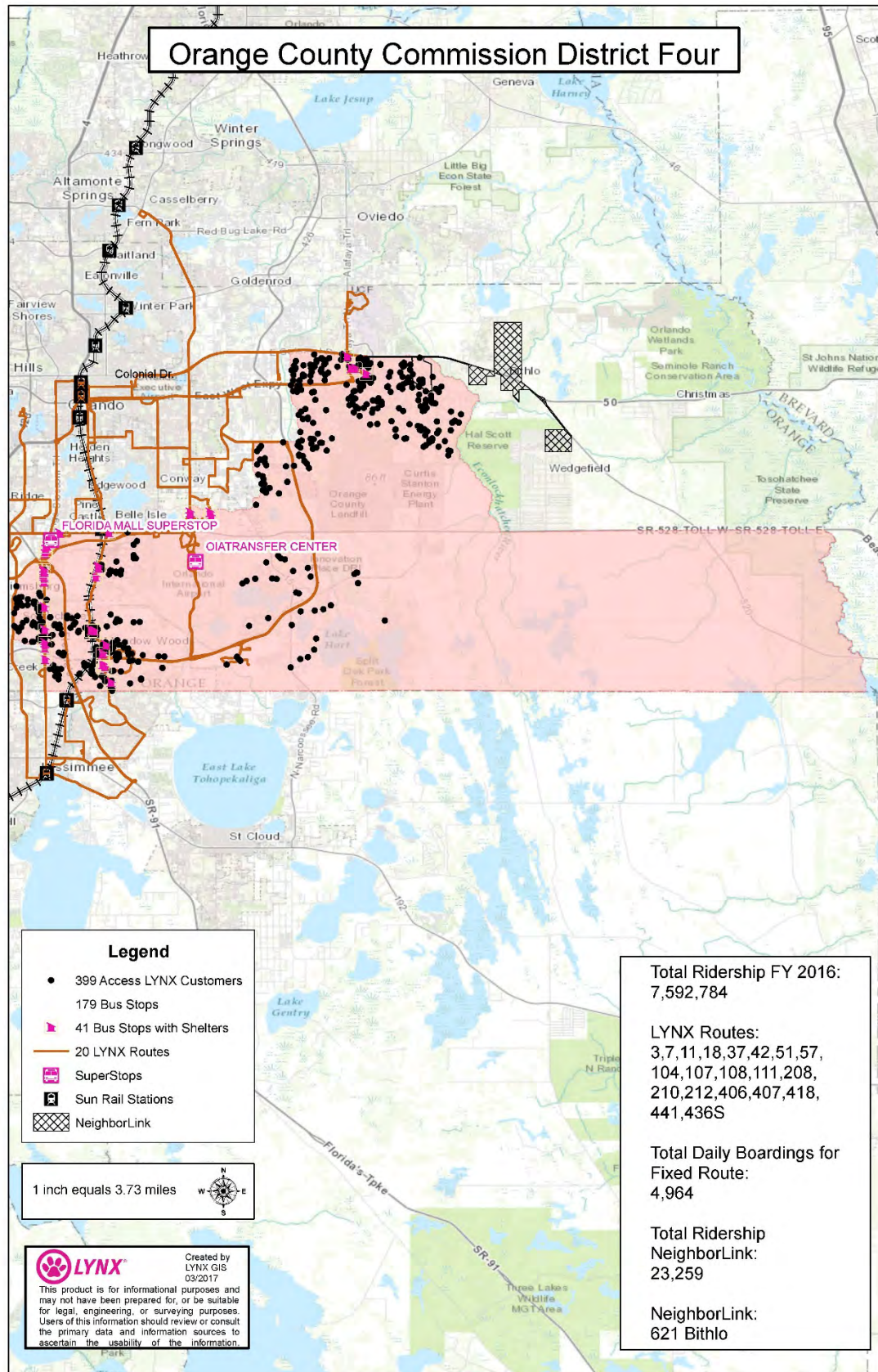
Exhibit "A"

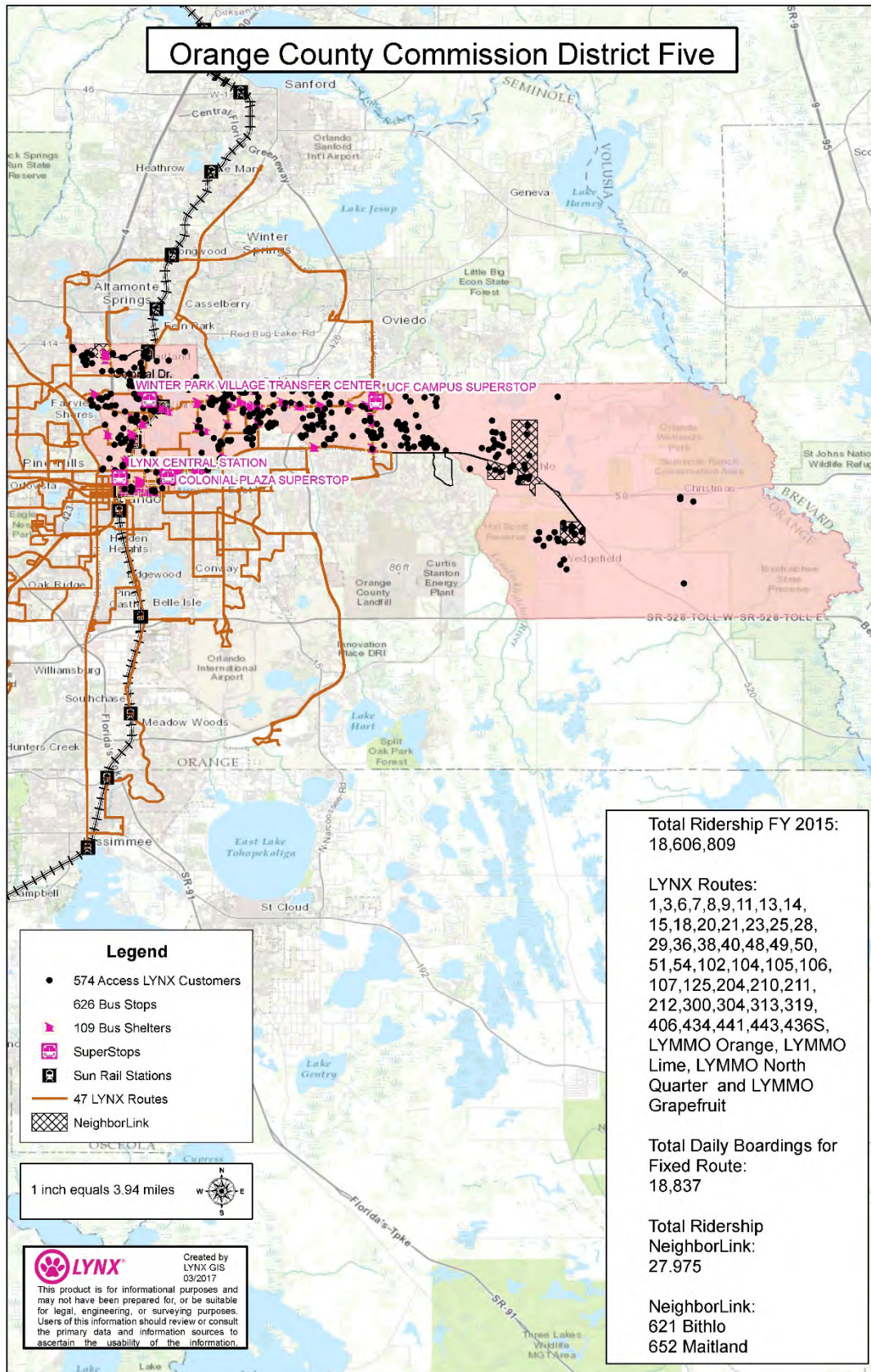
DESCRIPTION OF SERVICE AREA











Orange County Transit Service Costs

Exhibit B

Description of Appropriated Amount
October 1, 2018 through September 30, 2019

Fixed Route Operating Costs	Amount
Link 1	\$503,098
Link 3	\$1,095,008
Link 6	\$347,198
Link 7	\$856,777
Link 8	\$5,555,801
Link 9	\$869,881
Link 11	\$1,406,666
Link 13	\$1,247,561
Link 15	\$1,628,374
Link 18	\$794,459
Link 20	\$808,774
Link 21	\$2,599,316
Link 23	\$497,187
Link 24	\$347,981
Link 25	\$1,276,120
Link 28	\$1,267,858
Link 29	\$1,265,295
Link 36	\$1,096,361
Link 37	\$3,147,283
Link 38	\$787,052
Link 40	\$1,523,823
Link 42	\$2,900,791
Link 44	\$710,135
Link 48	\$1,285,806
Link 49	\$1,250,694
Link 50	\$2,784,061
Link 51	\$979,204
Link 54	\$578,876
Link 55	\$130,333
Link 56	\$669,254
Link 57	\$653,657
Link 102	\$1,869,810

Fixed Route Operating Costs	Amount
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Link 104	\$1,931,130
Link 105	\$1,830,283
Link 106	\$1,831,137
Link 107	\$2,072,787
Link 108	\$1,131,686
Link 111	\$1,327,754
Link 112	\$1,892,600
Link 113	\$488,783
Link 125	\$2,553,451
Link 210	\$84,111
Link 300	\$87,102
Link 301	\$182,751
Link 302	\$186,240
Link 303	\$155,188
Link 304	\$171,996
Link 305	\$58,187
Link 306	\$105,975
Link 313	\$528,310
Link 319	\$1,246,635
Link 405	\$485,792
Link 407	\$58,828
Link 418	\$725,518
Link 434	\$49,925
Link 441	\$475,109
Link 443	\$969,162

\$63,364,934

Operating Cost Recoveries	Amount
---------------------------	--------

Estimated Farebox Recovery	(\$17,501,182)
FDOT SunRail Feeder Service	(\$620,397)
Reedy Creek	(\$335,090)
City of Orlando	(\$4,003,006)
Prepaid SR436 Study - City of Orlando	(\$90,034)
Prepaid SR436 Study - Orange County	(\$210,963)

(\$22,760,672)

Net Fixed Route Cost	\$40,604,262
-----------------------------	---------------------

NeighborLink Operating Costs	Amount
NL 611	\$85,877
NL 612	\$88,989
NL 613	\$83,447
NL 621	\$86,266
NL 641	\$84,905
NL 652	\$53,843
	\$483,327

ParaTransit Operating Costs	Amount
Americans with Disabilities (ADA) Funding	\$8,007,271
Transportation Disadvantaged (TD) Funding	\$4,256,981
	\$12,264,252

Capital Funding Cost	Amount
\$2 per Hour Capital Funding	\$1,779,414
	\$1,779,414

Total Operating Costs	\$55,131,255
Less: Lynx Fund Balance & Revenue Contribution	(\$8,700,053)

Net Funding Request from County	<u>\$46,431,202</u>
----------------------------------------	----------------------------

Other County Payments to Lynx	Amount
FDOT SunRail Feeder Service	\$620,397
Reedy Creek	\$335,090
City of Orlando	\$4,003,006
City of Orlando - Lymmo	\$2,459,071
Prepaid SR436 Study - City of Orlando	\$90,034
Prepaid SR436 Study - Orange County	\$210,963
	\$7,718,561

Total County Transit Service Cost	\$54,149,763
------------------------------------------	---------------------

FY2019 Billing Schedule**Amount**

October-18	\$3,869,267
November-18	\$3,869,267
December-18	\$3,869,267
January-19	\$3,869,267
February-19	\$3,869,267
March-19	\$3,869,267
April-19	\$3,869,267
May-19	\$3,869,267
June-19	\$3,869,267
July-19	\$3,869,267
August-19	\$3,869,267
September-19	\$3,869,265

Annual Funding Request from County

\$46,431,202

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate forty-six million four hundred thirty-one thousand two hundred two dollars and zero cents (\$46,431,202) to LYNX for fiscal year 2018-2019 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$46,431,202 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

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

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

Schedule Listing of LYNX Funding Partners

Exhibit C

	FY2019 Funding Model Amount	FY2019 SR 436 Corridor Study	FY2019 Funding Agreement
Operating Funding			
Orange County	\$44,741,822	(\$90,034)	\$44,651,788
Osceola County	\$7,380,518	\$0	\$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	\$0	\$2,459,071
Subtotal	\$66,191,559	(\$512,623)	\$65,678,936
 FDOT (SunRail Feeder Routes)	 \$1,507,449	 \$0	 \$1,507,449
Altamonte Springs	\$120,900	\$0	\$120,900
City of Sanford	\$93,000	\$0	\$93,000
Lake County	\$273,912	\$0	\$273,912
Reedy Creek	\$335,090	\$0	\$335,090
Subtotal	\$2,330,351	\$0	\$2,330,351
 Subtotal Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287
Capital Contributions			
Orange County	\$1,779,414	\$0	\$1,779,414
Osceola County	\$246,024	\$0	\$246,024
Seminole County	\$218,764	\$0	\$218,764
Subtotal	\$2,244,202	\$0	\$2,244,202
 Total Local Funds	\$70,766,112	(\$512,623)	\$70,253,489

*The FY2019 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.

**Service Funding Agreement
by and between
Osceola County, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 16, 2017 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2017 to September 30, 2018 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2018; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2018 and ending on September 30, 2019.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2019 and ending the following September 30, 2020.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2018 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2019 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes

- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less

adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:
- (A) All of LYNX’s Funding Partners;
 - (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
 - (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.
- (viii) The amount of fund balance allocated to reserves.
- (ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

As to Funding Partner: Osceola County
 1 Courthouse Square, Suite 4700
 Kissimmee, Florida 34741
 Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Transportation Planning

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2019, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____

Clerk to the Board of County
Commissioners of Osceola County

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

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____

Chairman/Vice Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their
_____, 2018 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

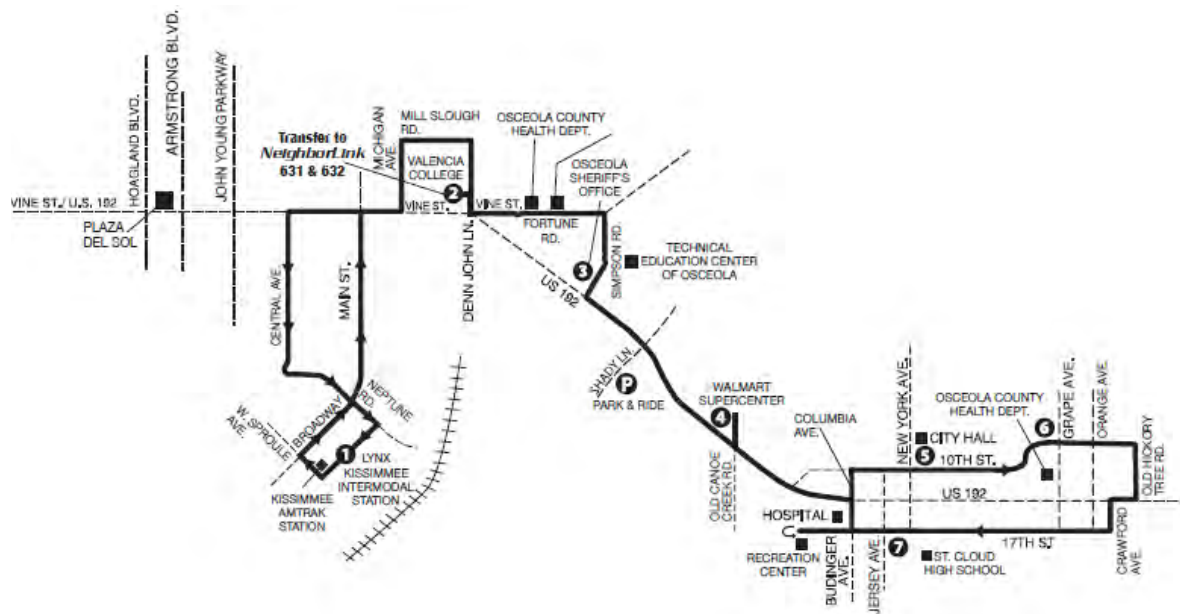
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

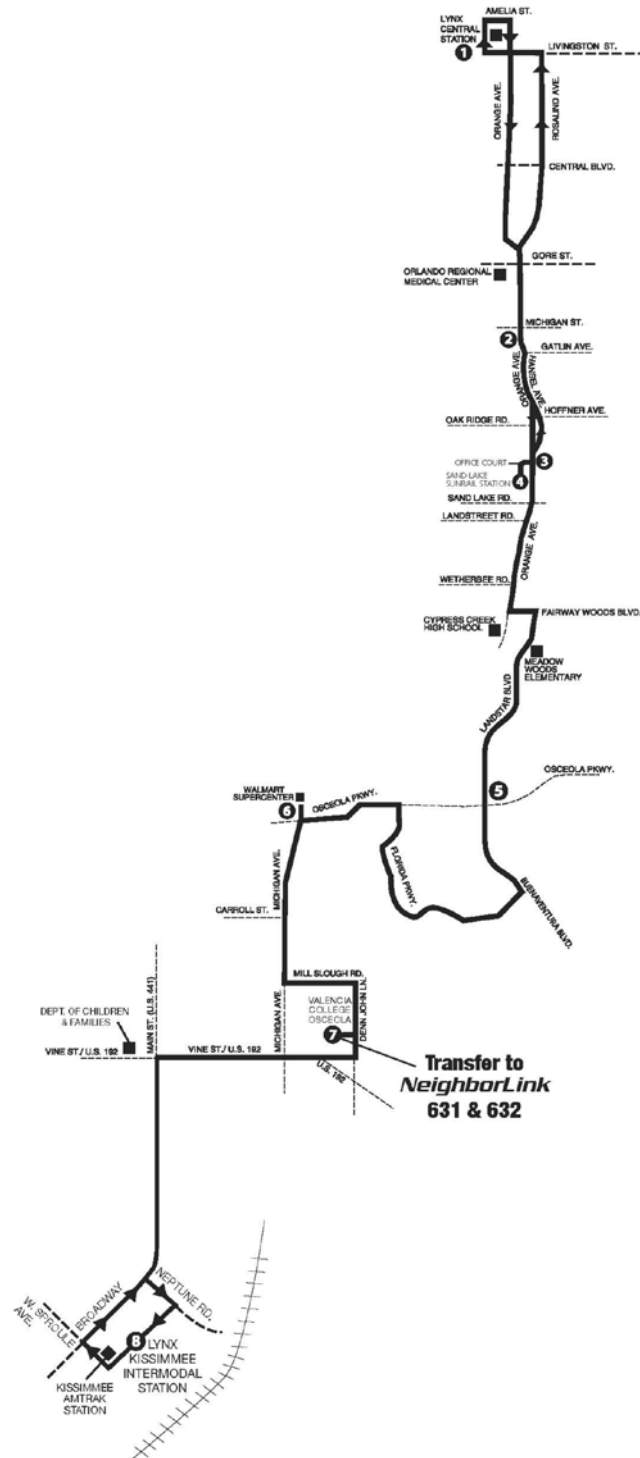
Link 10 E. US 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, NeighborLink 631 and NeighborLink 632.



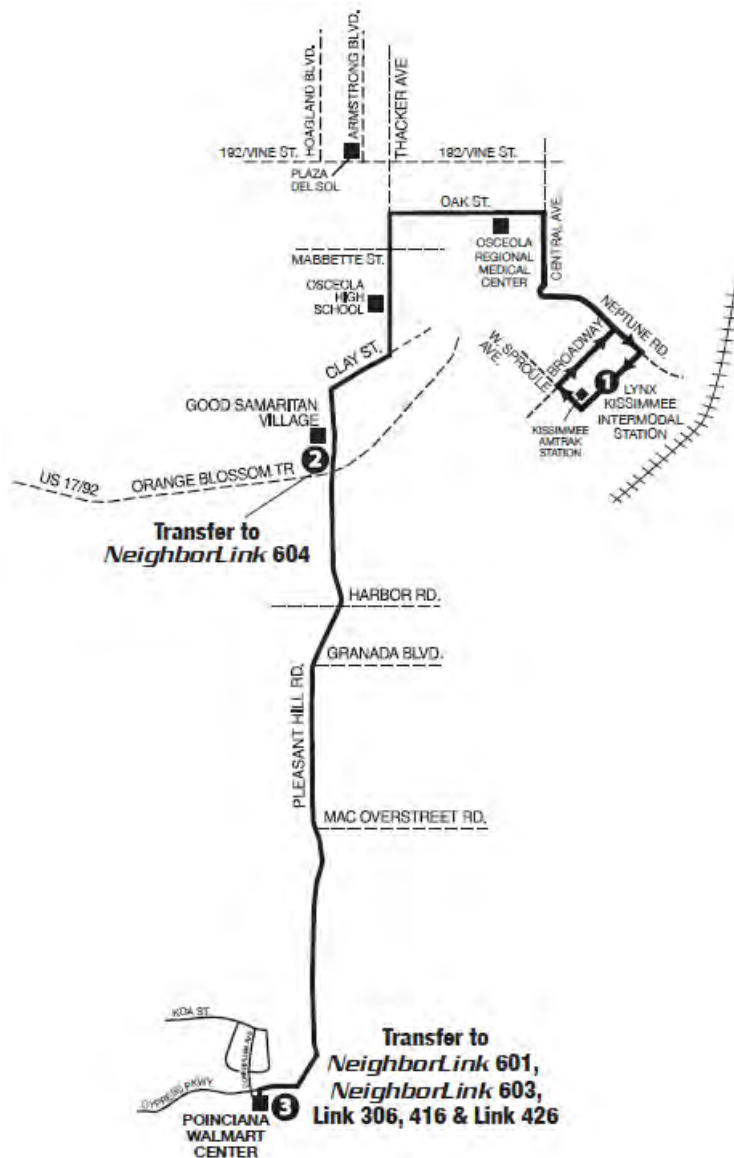
Link 18 S. Orange Ave. /Kissimmee

Serving: LYNX Central Station, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, NeighborLink 631, NeighborLink 632, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208



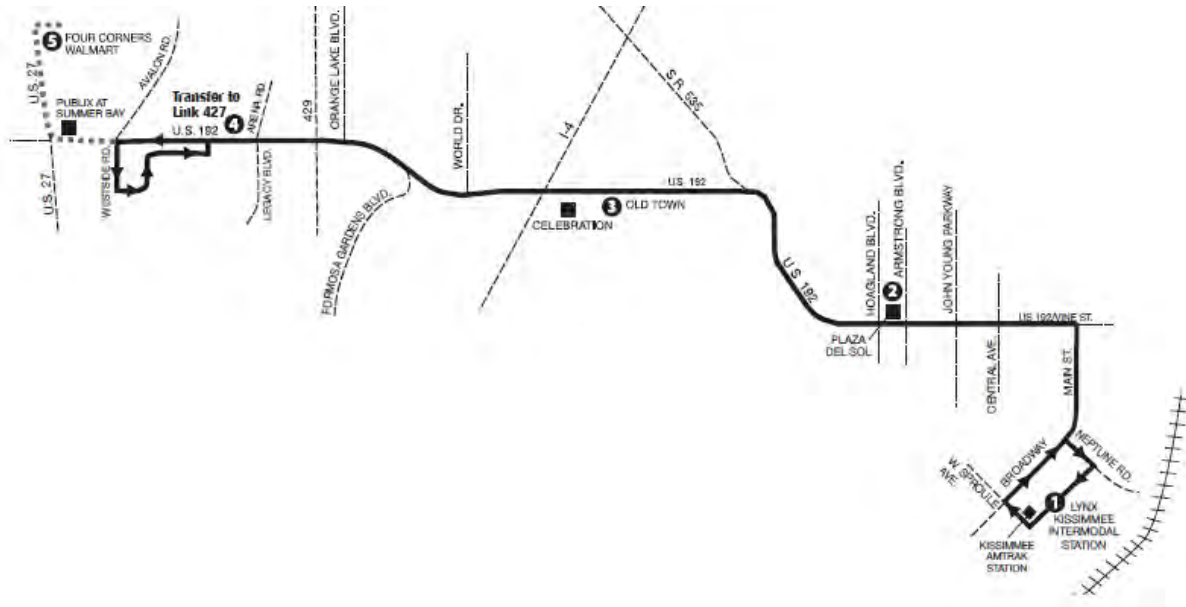
Link 26 Pleasant Hill Road/Poinciana

Serving: LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana



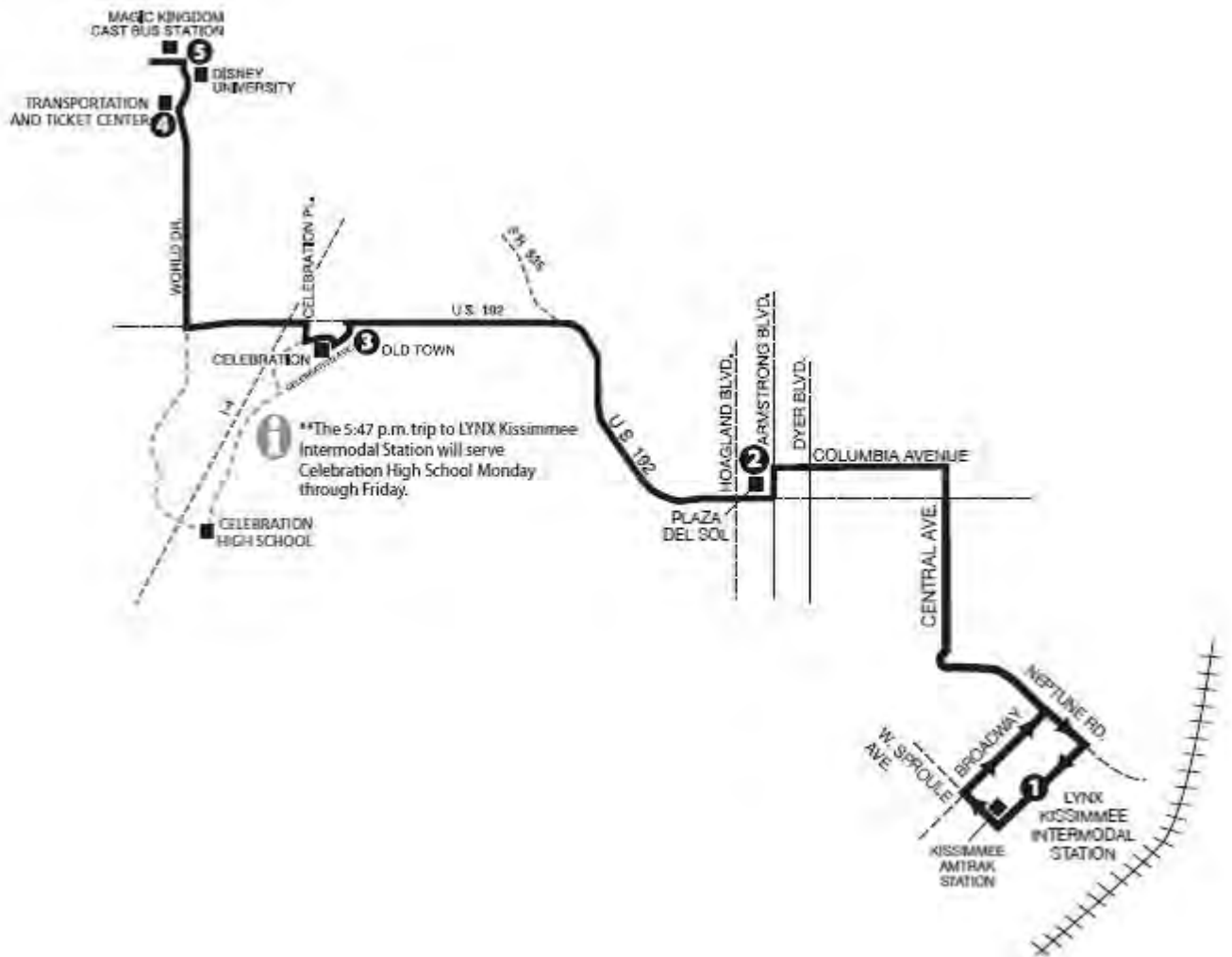
Link 55 w. US 192/Crosstown

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



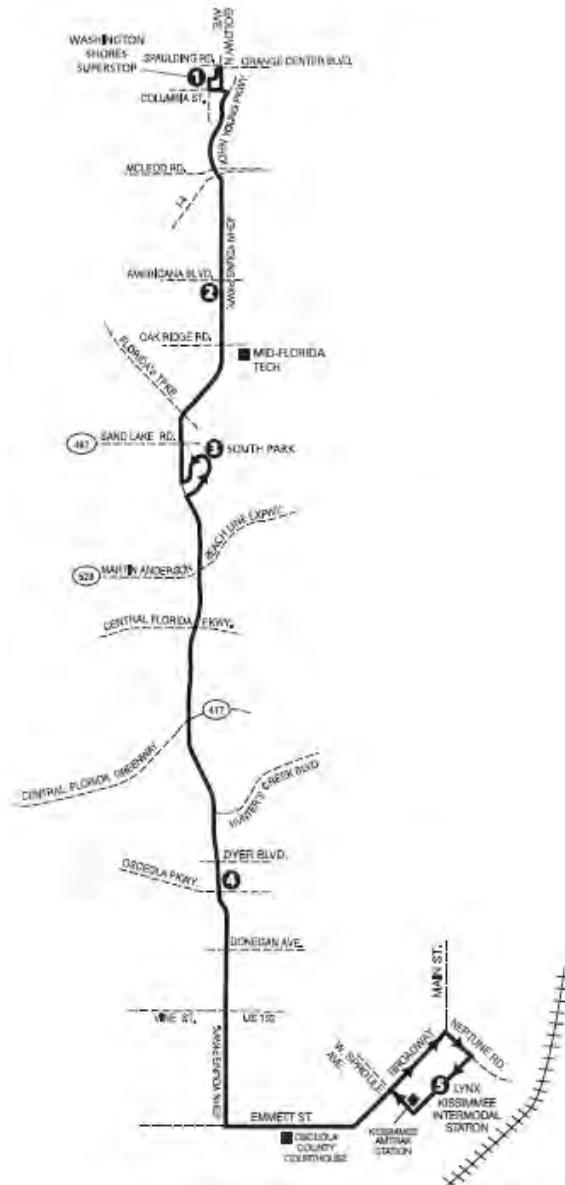
Link 56 w. US 192/ Magic Kingdom

Serving: Plaza Del Sol, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, and LYNX Kissimmee Intermodal Station



Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Mid Florida Tech, South Park Walmart, Hunter's Creek, LYNX Kissimmee Intermodal Station, and Osceola County Courthouse



Link 108 South US 441/Kissimmee

Serving: Florida Mall Superstop, Gatorland Zoo, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station/SunRail



Link 155

The Loop/Buena Ventura Lakes/Osceola Parkway

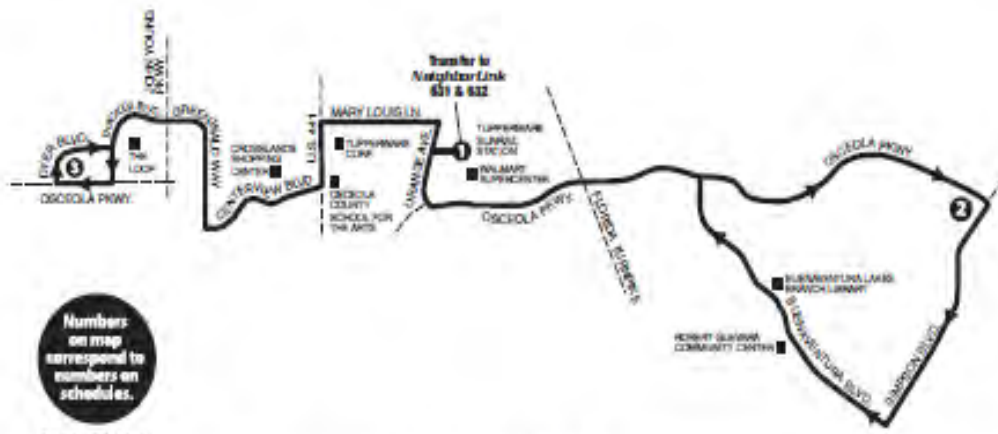
Monday-Friday

No Saturday-Sunday/Holiday
service

SERVING:

- Crosslands Shopping Center
- Osceola County School for the Arts
- Walmart Supercenter (Osceola Pkwy.)
- The Loop
- Tupperware Headquarters

Buena Ventura Lakes Branch Library
Tupperware SunRail Station
Robert Guevara Community Center
NeighborLink 631
NeighborLink 632



Numbers
on map
correspond to
numbers on
schedules.

Additional stops
are located
approximately
every two blocks
along each Link.

Monday - Friday

TUPPERWARE SUNRAIL STATION TO OSCEOLA PKWY. & SIMPSON RD.

DEPART TUPPERWARE SUNRAIL STATION	OSCEOLA PKWY. & SIMPSON RD.	ARRIVE TUPPERWARE SUNRAIL STATION
1	2	1
5:15	5:35	5:55
5:45	6:05	6:25
6:15	6:35	6:55
6:45	7:05	7:25
7:15	7:35	7:55
7:45	8:05	8:25
4:20	4:40	5:02
4:50	5:10	5:32
5:20	5:40	6:02
5:50	6:10	6:32
6:20	6:40	7:02
6:50	7:10	7:32

TUPPERWARE SUNRAIL STATION TO THE LOOP

DEPART TUPPERWARE SUNRAIL STATION	DYER BLVD. & EAGLE'S RESERVE BLVD.	ARRIVE TUPPERWARE SUNRAIL STATION
1	3	1
6:05	6:19	6:38
6:25	6:49	7:08
7:05	7:19	7:38
7:35	7:49	8:08
8:05	8:19	8:38
4:35	4:51	5:11
5:05	5:21	5:41
5:35	5:51	6:11
6:05	6:21	6:41
6:35	6:51	7:11
7:05	7:20	7:37

P.M. Times are shown in bold

Link 306

Disney Direct

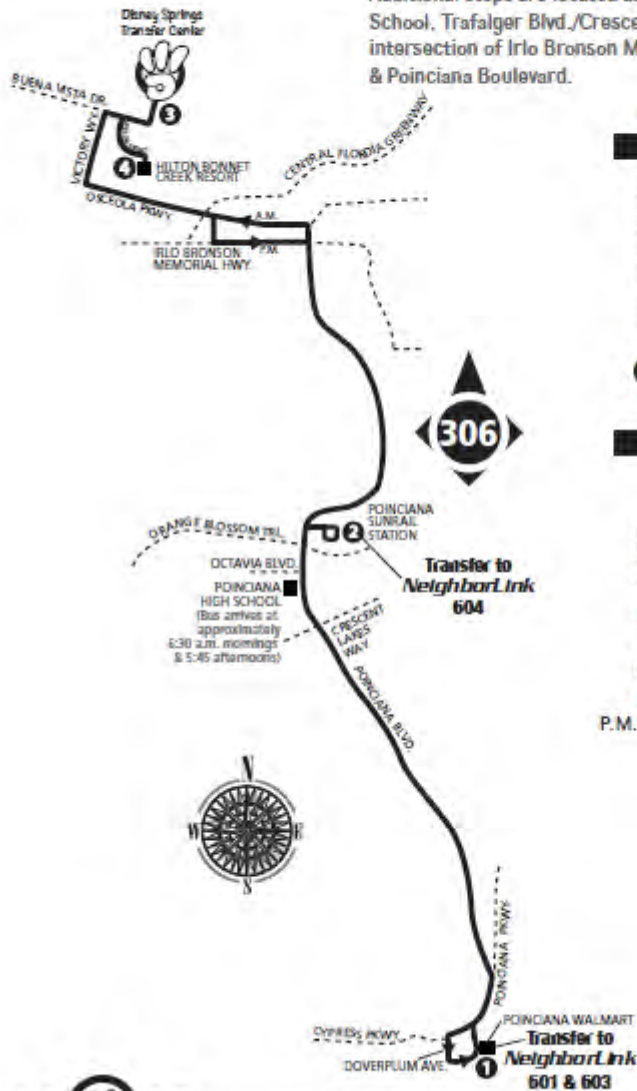
Monday-Sunday & Holiday
service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

- NeighborLink 603
- NeighborLink 604
- Poinciana Walmart
- Poinciana SunRail Station

Additional stops are located at Poinciana High School, Trafalger Blvd./Crescent Lakes Way and the intersection of Irlo Bronson Memorial Highway & Poinciana Boulevard.



Monday - Friday

TO DISNEY

POINCIANA WALMART	POINCIANA SUNRAIL STATION	DISNEY SPRINGS TRANSFER CTR.	HILTON BONNET CREEK RESORT
1	2	3	4
6:15	6:35	7:00-7:05	7:13

TO POINCIANA

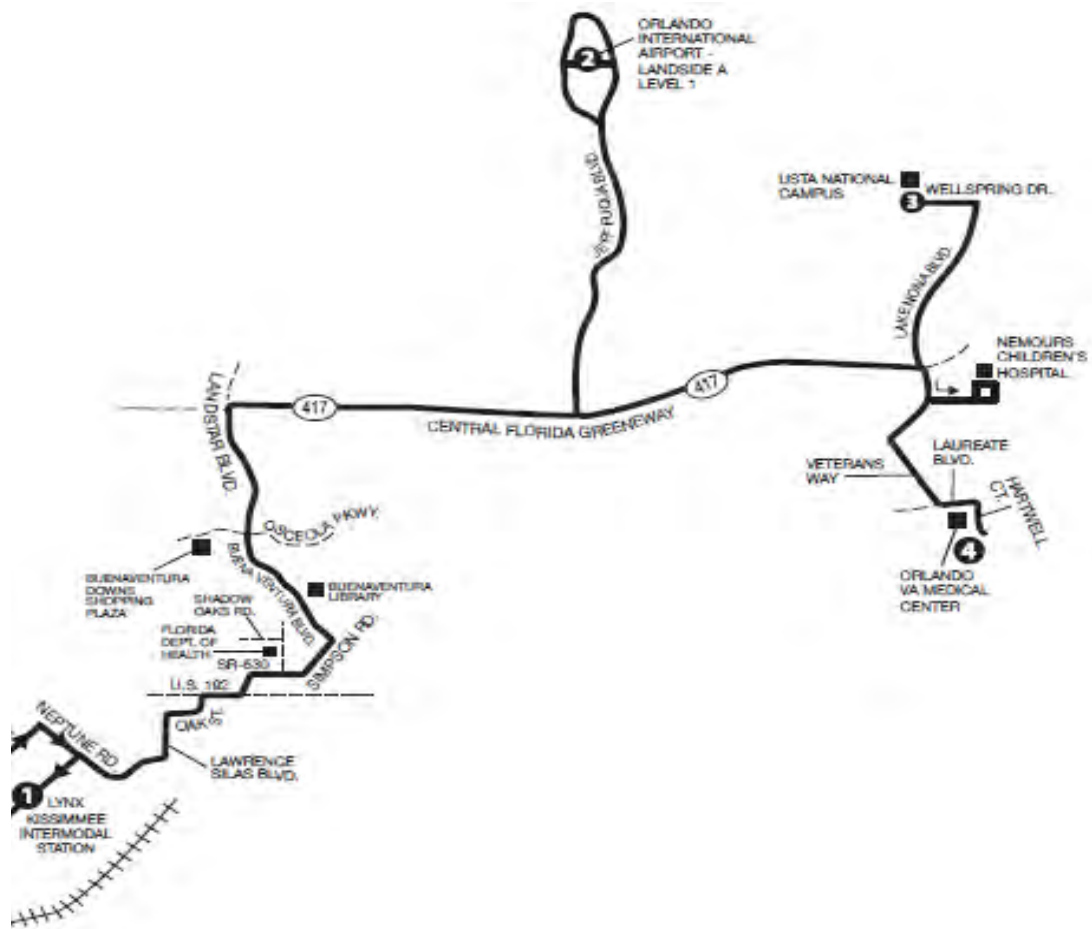
HILTON BONNET CREEK RESORT	DISNEY SPRINGS TRANSFER CTR.	POINCIANA SUNRAIL STATION	POINCIANA WALMART
4	3	2	1
5:07	5:15-5:20	5:40	6:07

P.M. Times are shown in bold



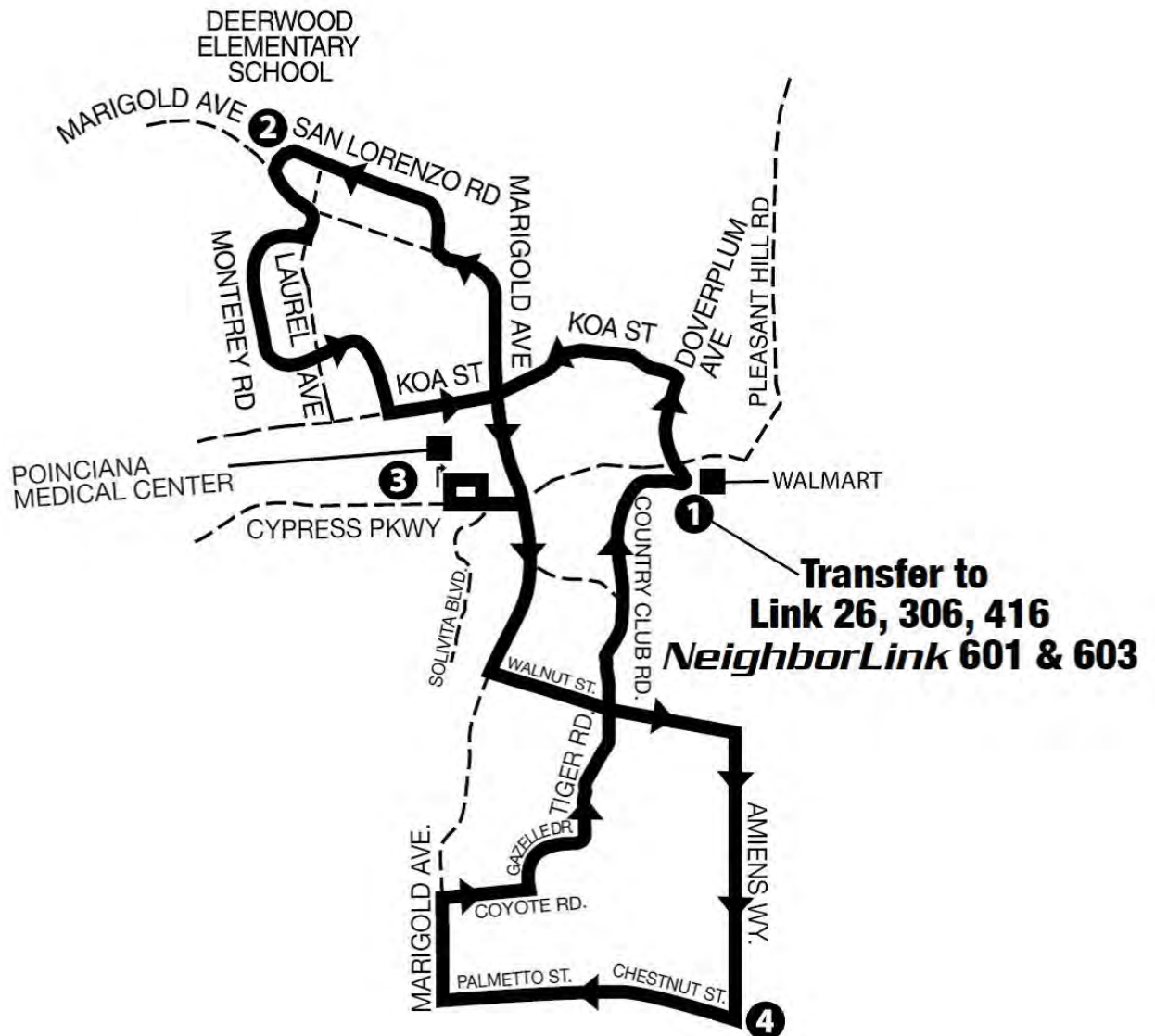
FastLink 407 Kissimmee/Medical City/Orlando International Airport

Serving: Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventura Downs, Buenaventura Library, Florida Dept. of Health, USTA National Campus, Nemours Children’s Hospital, and Orlando VA Medical Center



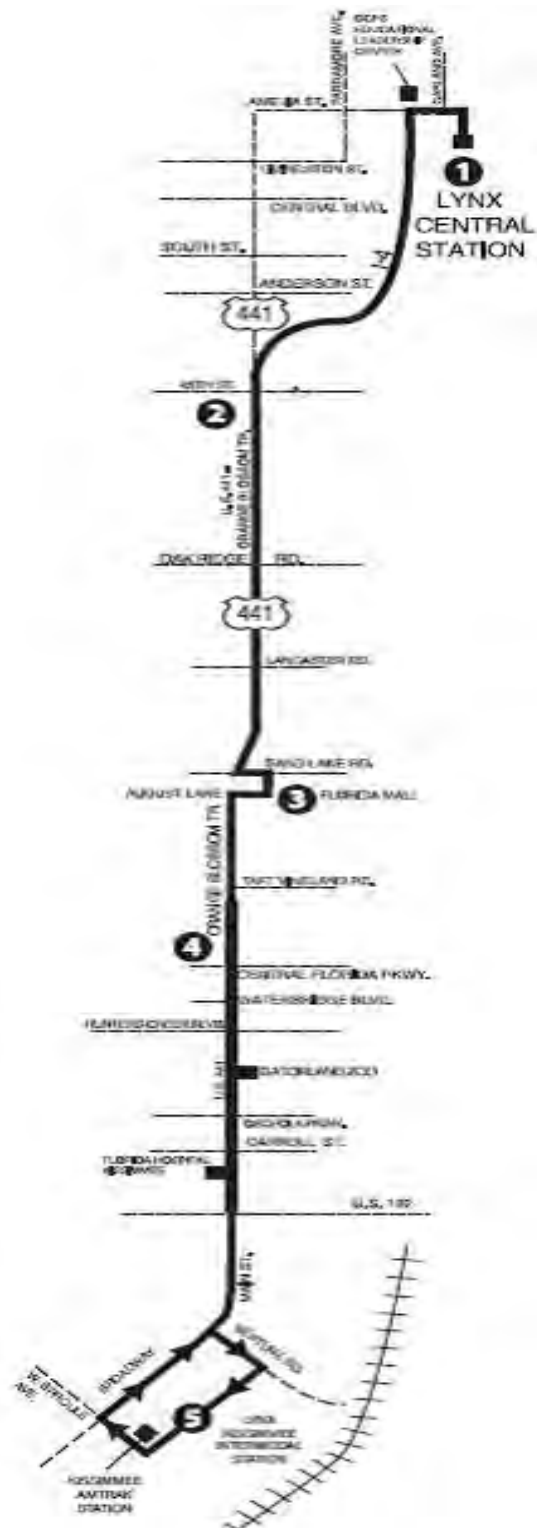
426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



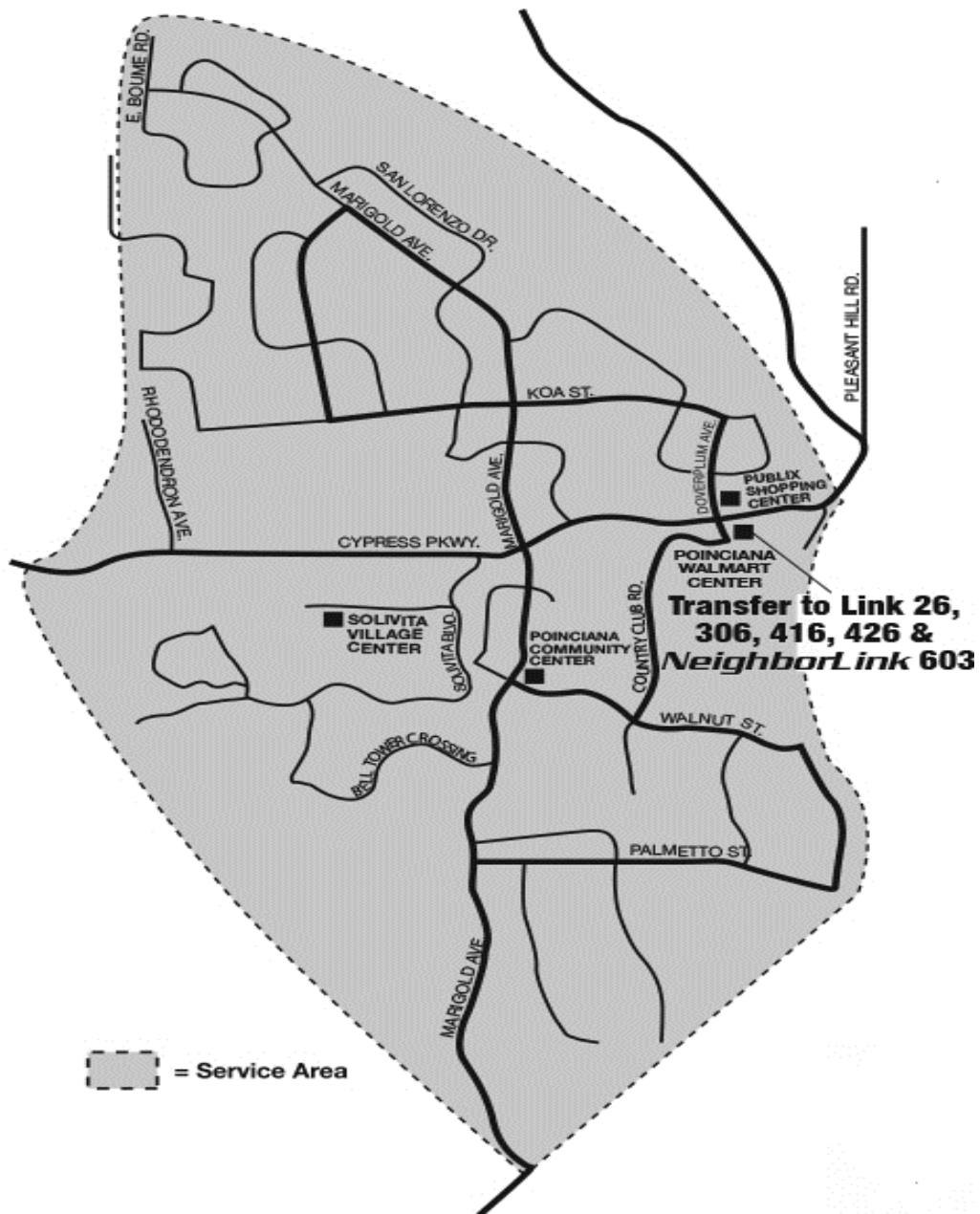
FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OBT & Lancaster., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station



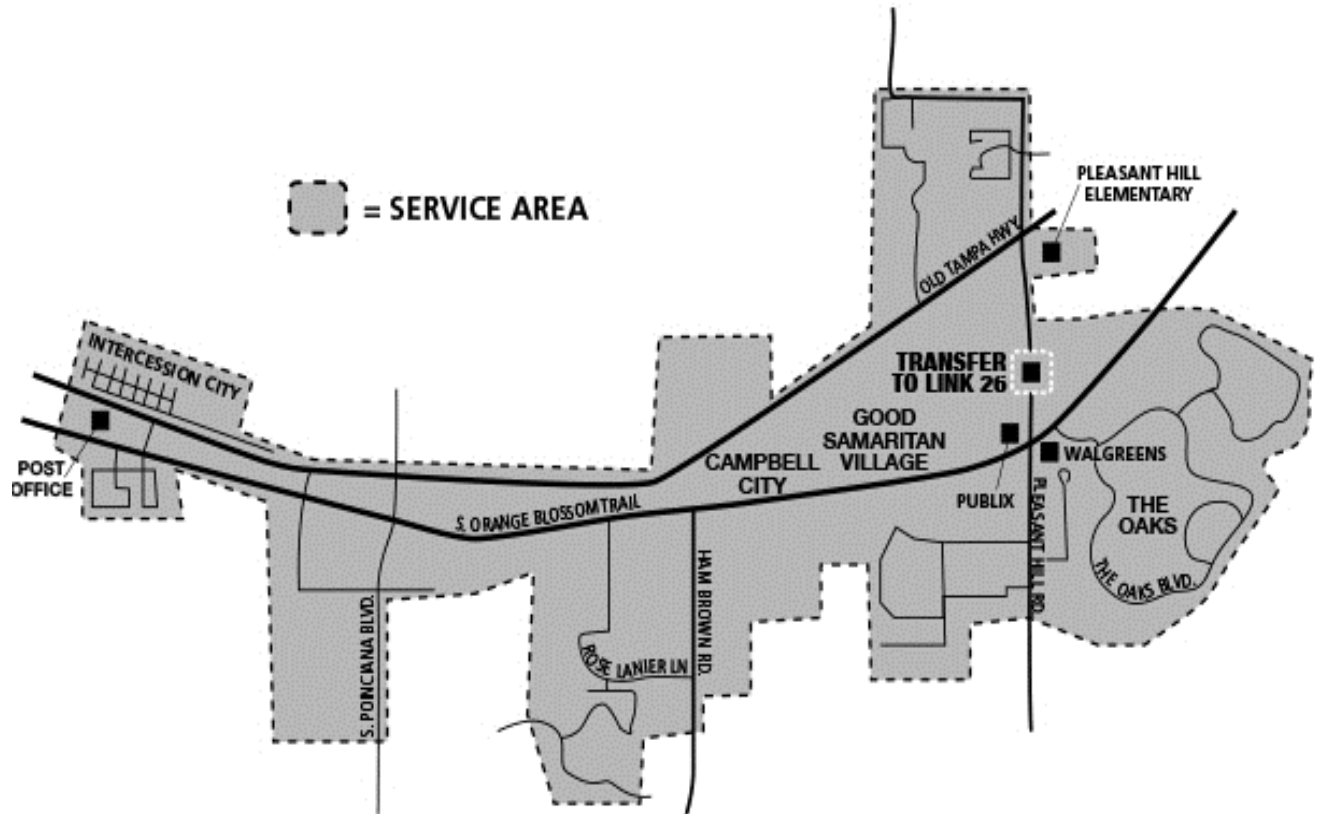
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



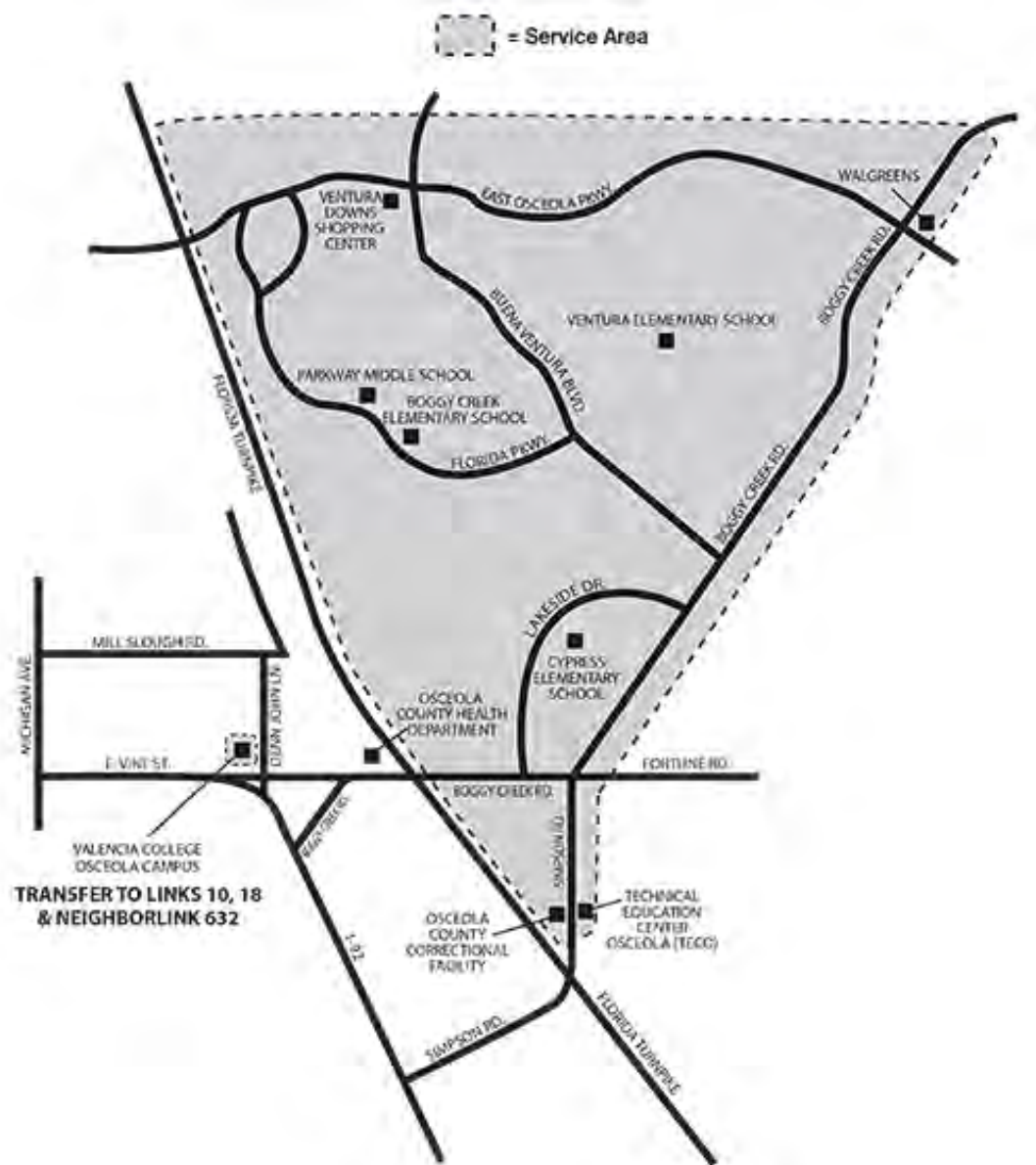
NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



NeighborLink 631 Buena Ventura Lakes

Serving: Osceola County Correctional Facility, Technical Education Center Osceola, Valencia College Osceola Campus, Link 10, Link 18, and NeighborLink 632



NeighborLink 632 North Kissimmee

Serving: Florida Hospital Kissimmee, LYNX Kissimmee Intermodal Station, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Links 10,18,26,55,56,57,and 108, FastLink 441, NeighborLink 631, and Xpress Link 208



Osceola County Transit Service Costs

Exhibit B

Description of Appropriated Amount
October 1, 2018 through September 30, 2019

Fixed Route Operating Costs Amount

Link 10	\$1,576,668
Link 18	\$598,533
Link 26	\$1,181,682
Link 55	\$1,691,546
Link 56	\$1,608,504
Link 57	\$216,295
Link 108	\$569,404
Link 155	\$363,436
Link 306	\$82,117
Link 407	\$102,058
Link 426	\$651,449
Link 441	\$119,222
	\$8,760,914

Cost Recoveries Amount

Estimated Farebox Recovery	(\$2,419,735)
FDOT SunRail Feeder Service	(\$412,015)
	(\$2,831,750)

Net Fixed Route Cost \$5,929,164

NeighborLink Operating Costs Amount

NL 601	\$84,905
NL 604	\$35,813
NL 631	\$59,541
NL 632	\$87,628
	\$267,887

ParaTransit Operating Costs	Amount
Americans with Disabilities (ADA) Funding	\$1,769,105
Transportation Disadvantaged (TD) Funding	\$1,285,230
	\$3,054,335

Capital Funding Cost	Amount
\$2 per Hour Capital Funding	\$246,024
	\$246,024

Total Operating Costs	\$9,497,410
Less: Lynx Fund Balance & Revenue Contribution	(\$1,870,868)
Net Funding Request from County	<u>\$7,626,542</u>

Other County Payments to Lynx	Amount
FDOT SunRail Feeder Service	\$412,015
	\$412,015

Total County Transit Service Cost **\$8,038,557**

FY2019 Billing Schedule	Amount
October-18	\$635,545
November-18	\$635,545
December-18	\$635,545
January-19	\$635,545
February-19	\$635,545
March-19	\$635,545
April-19	\$635,545
May-19	\$635,545
June-19	\$635,545
July-19	\$635,545
August-19	\$635,545
September-19	\$635,547
Annual Funding Request from County	\$7,626,542

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate seven million six hundred twenty-six thousand five hundred forty-two dollars and zero cents (\$7,626,542) to LYNX for fiscal year 2018-2019 for the provision of public transportation services within Osceola County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$7,626,542 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) FastLink 407; and
- (v) FastLink 441.

26. Service Area means generally unincorporated Osceola County, but may include, on a case-by-case basis, municipalities within Osceola County.

Schedule Listing of LYNX Funding Partners

Exhibit C

	FY2019 Funding Model Amount	FY2019 SR 436 Corridor Study	FY2019 Funding Agreement
Operating Funding			
Orange County	\$44,741,822	(\$90,034)	\$44,651,788
Osceola County	\$7,380,518	\$0	\$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	\$0	\$2,459,071
Subtotal	\$66,191,559	(\$512,623)	\$65,678,936
FDOT (SunRail Feeder Routes)	\$1,507,449	\$0	\$1,507,449
Altamonte Springs	\$120,900	\$0	\$120,900
City of Sanford	\$93,000	\$0	\$93,000
Lake County	\$273,912	\$0	\$273,912
Reedy Creek	\$335,090	\$0	\$335,090
Subtotal	\$2,330,351	\$0	\$2,330,351
Subtotal Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287
Capital Contributions			
Orange County	\$1,779,414	\$0	\$1,779,414
Osceola County	\$246,024	\$0	\$246,024
Seminole County	\$218,764	\$0	\$218,764
Subtotal	\$2,244,202	\$0	\$2,244,202
Total Local Funds	\$70,766,112	(\$512,623)	\$70,253,489

*The FY2019 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.

**Service Funding Agreement
by and between
Seminole County, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford, Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 18, 2017 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2017 to September 30, 2018 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2018; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2018 and ending on September 30, 2019 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2018 and ending on September 30, 2019.

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2019 and ending the following September 30, 2020.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2018 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2019 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%)

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

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

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

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

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

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

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

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

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

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

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

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

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall

be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Nicole Guillet, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Development Services Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Resource Management Director

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2019, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the

benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Seminole County

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

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
John Horan, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its
_____, 2018 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Edward L. Johnson

Chief Executive Officer

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

Date: _____

AKERMAN LLP,

Counsel for LYNX

By: _____

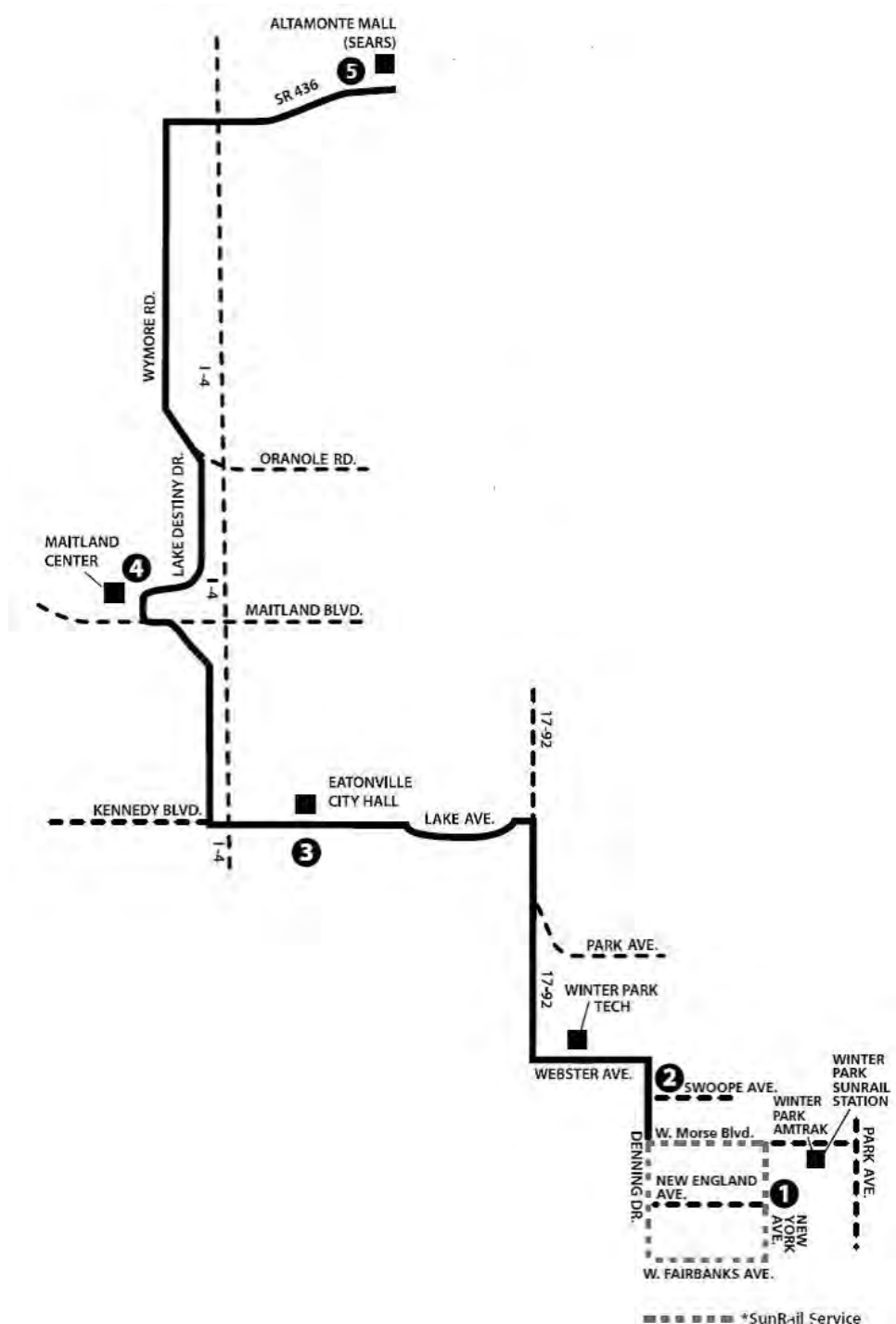
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

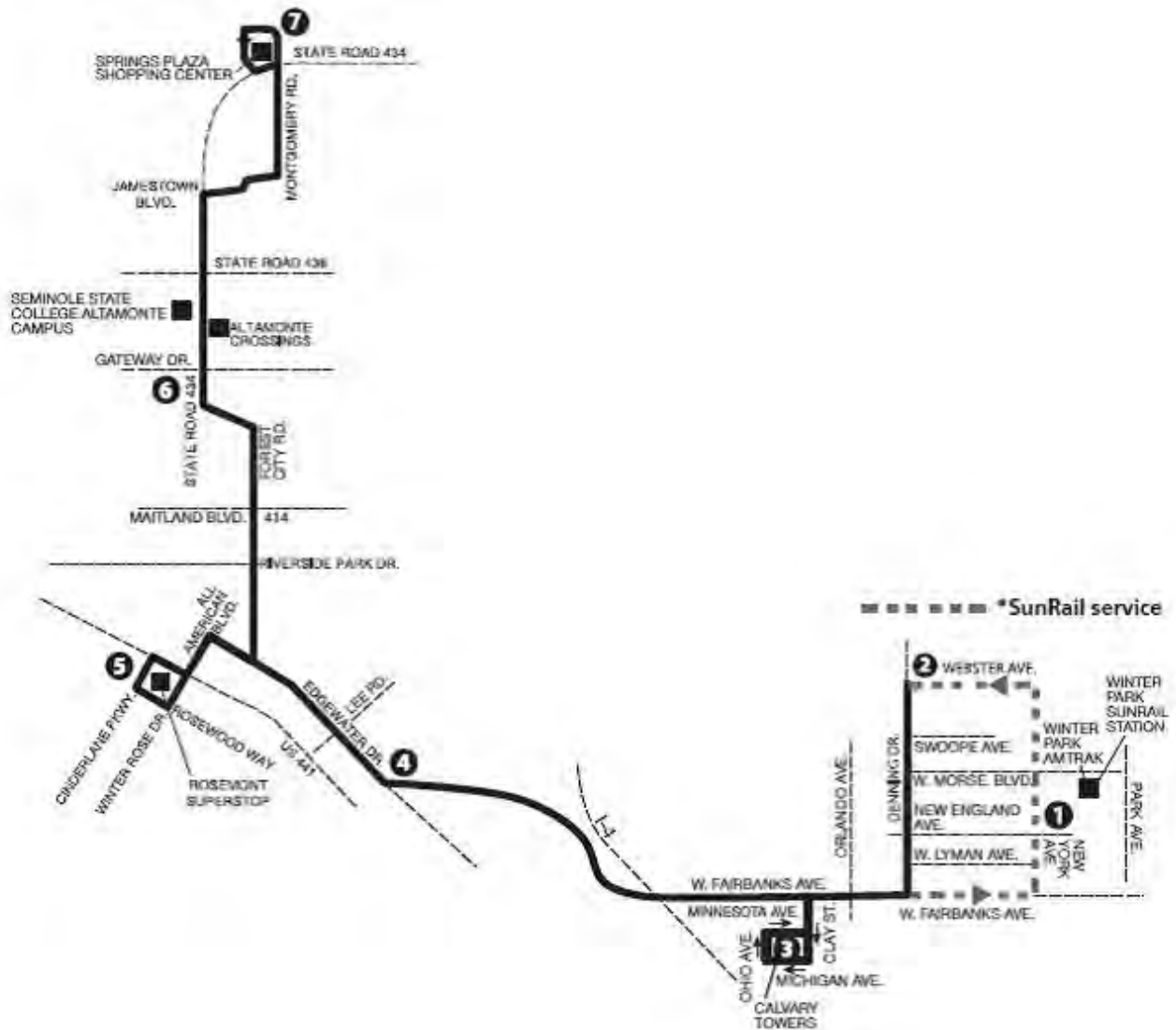
LINK 1 Winter Park/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, Winter Park SunRail Station and Winter Park Amtrak



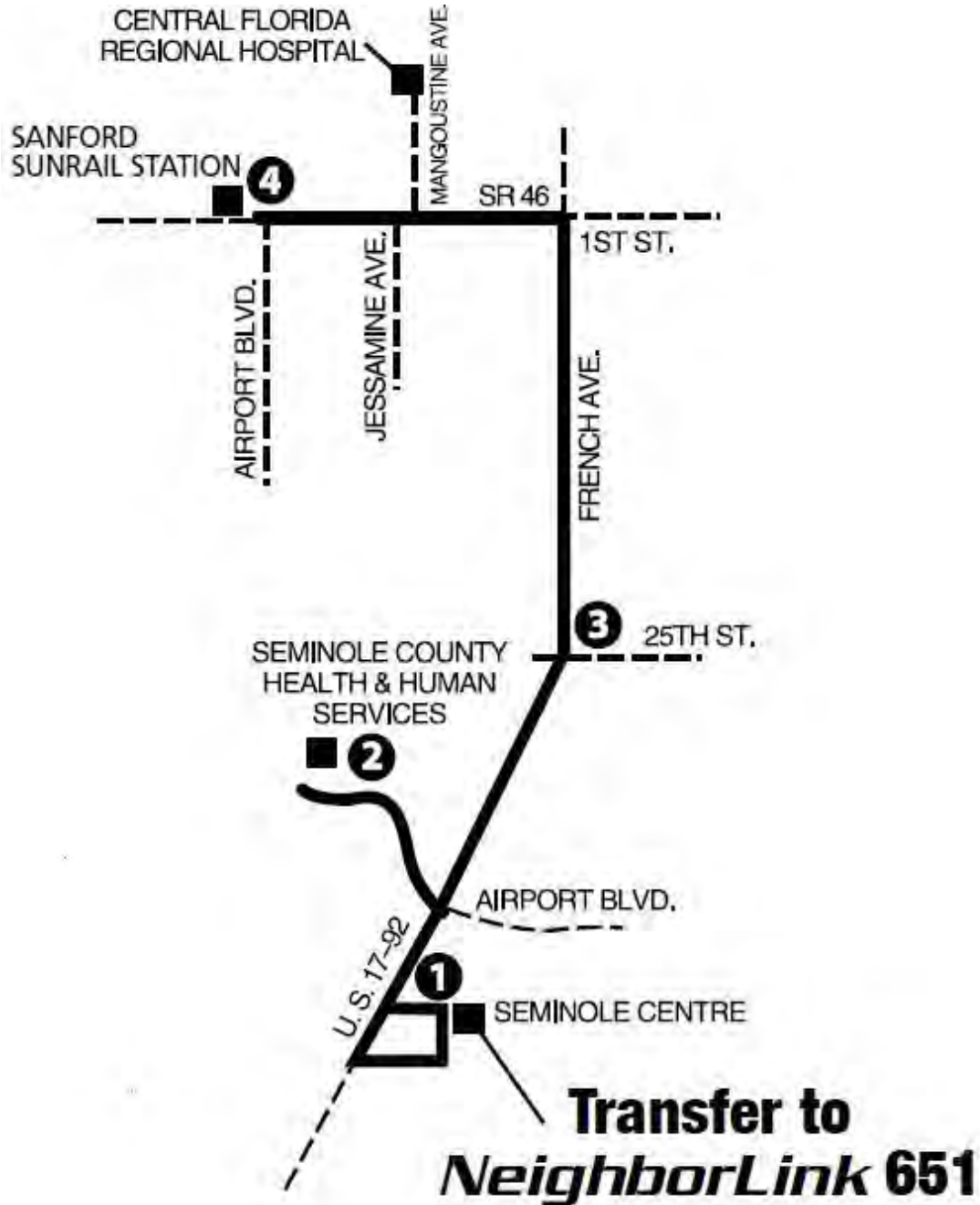
LINK 23 Winter Park/Springs Plaza

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



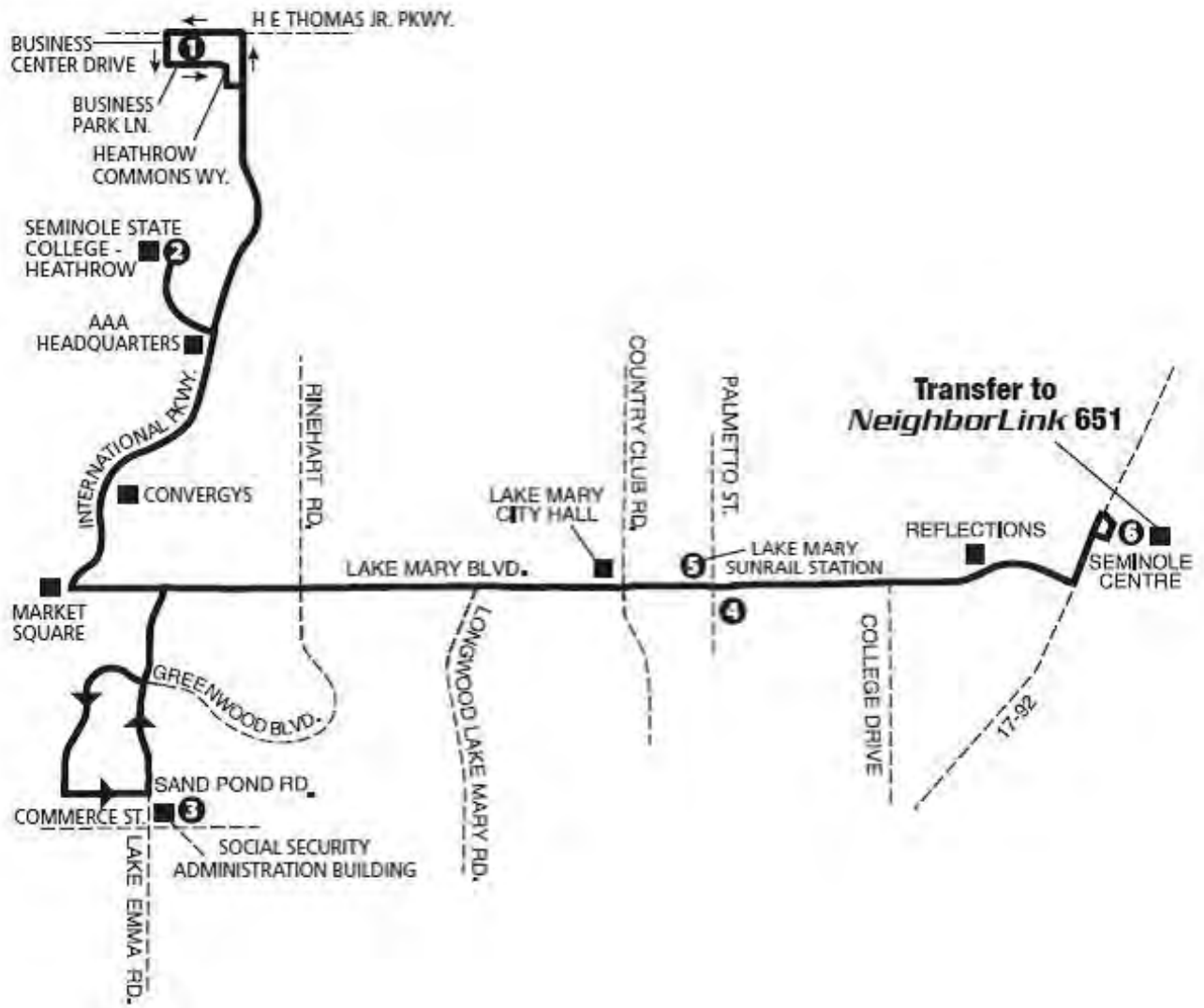
LINK 34 Sanford

Serving: Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651



LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College - Heathrow, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651



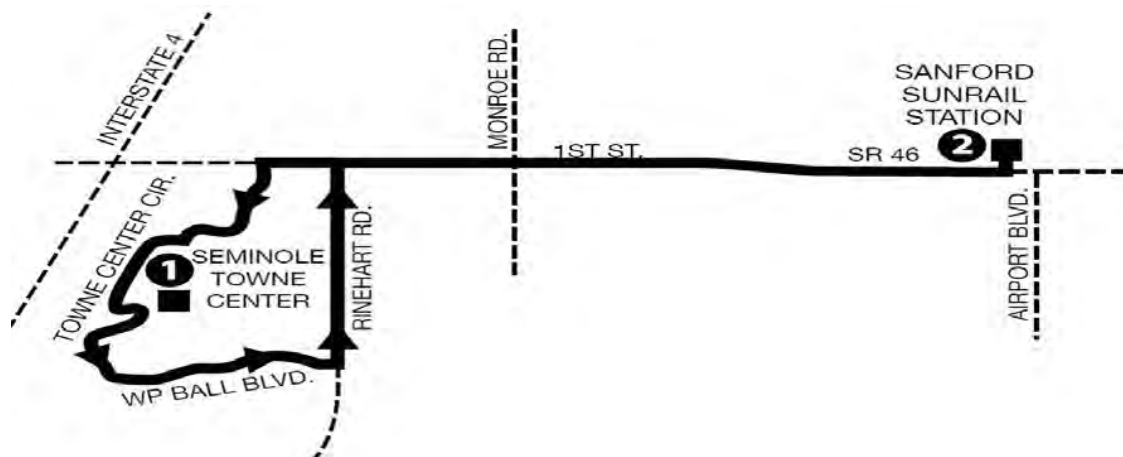
LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and Neighborlink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651



LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



LINK 103 North 17-92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College, and NeighborLink 651



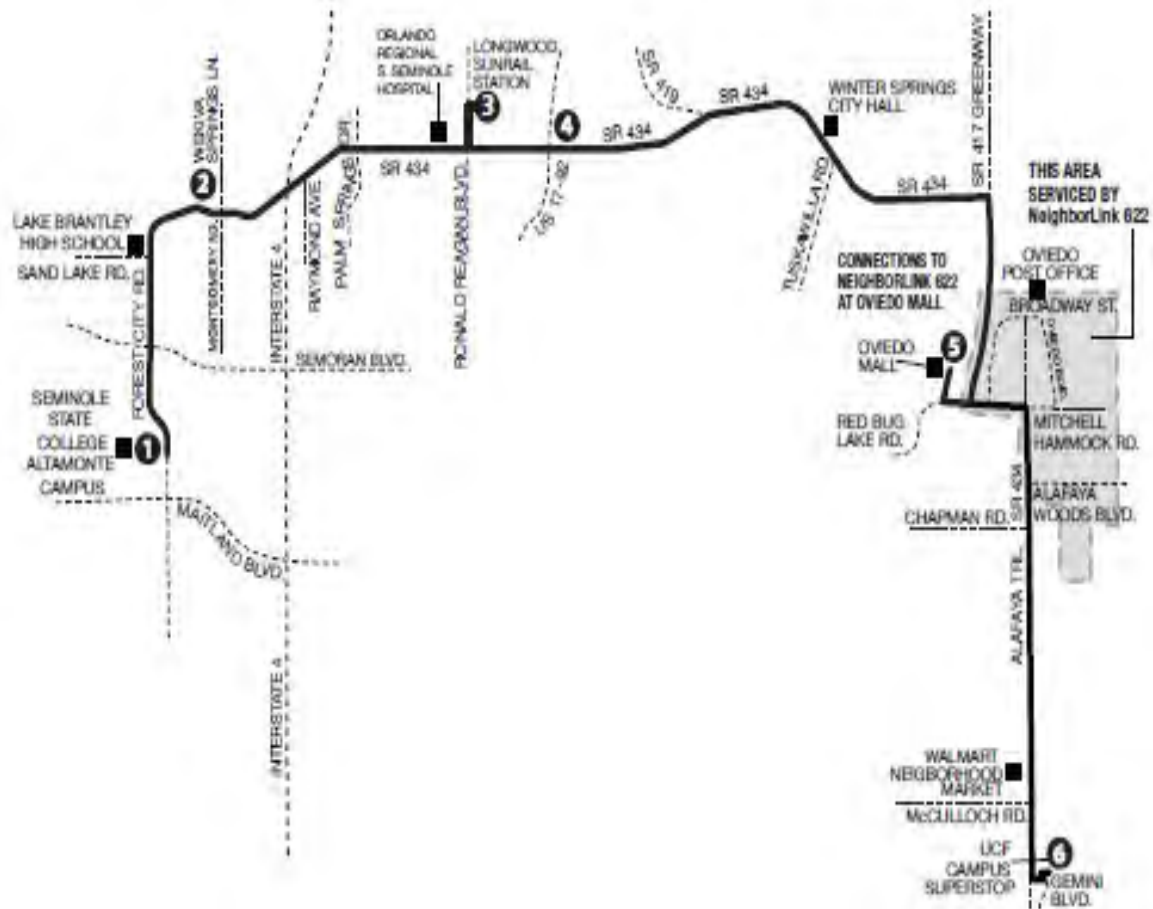
LINK 106 N. US 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, Lockhart, and Apopka SuperStop



Link 434 SR 434 Crosstown

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



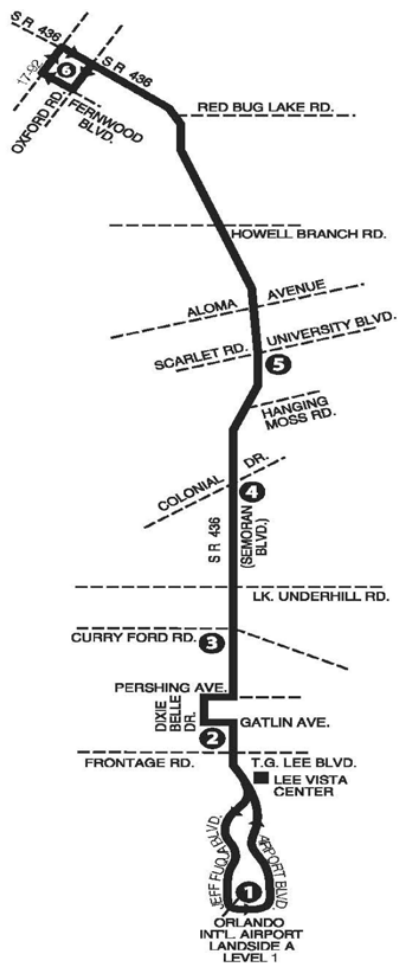
Link 436N SR 436 Crosstown

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



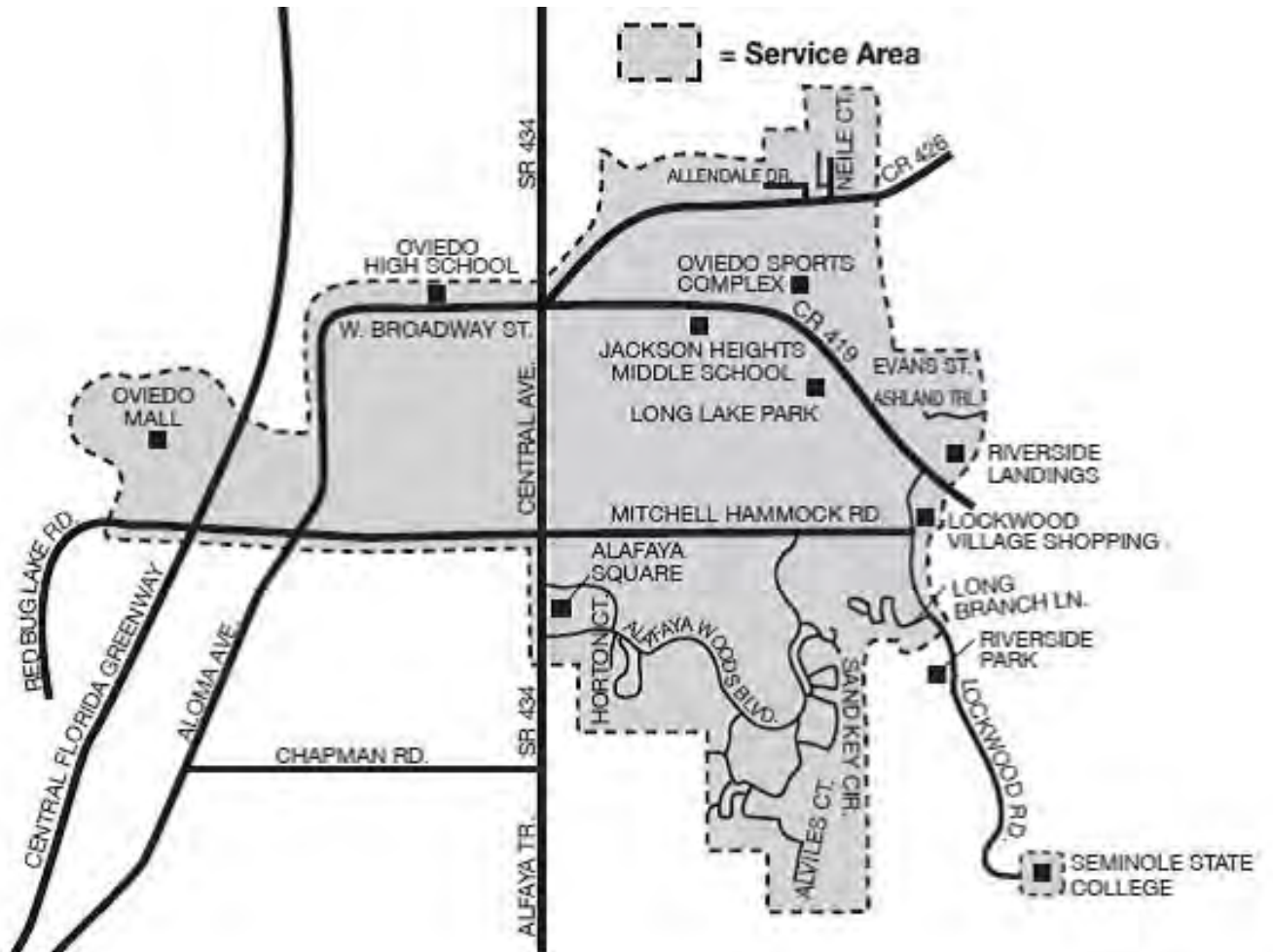
Link 436S SR 436 Crosstown

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport



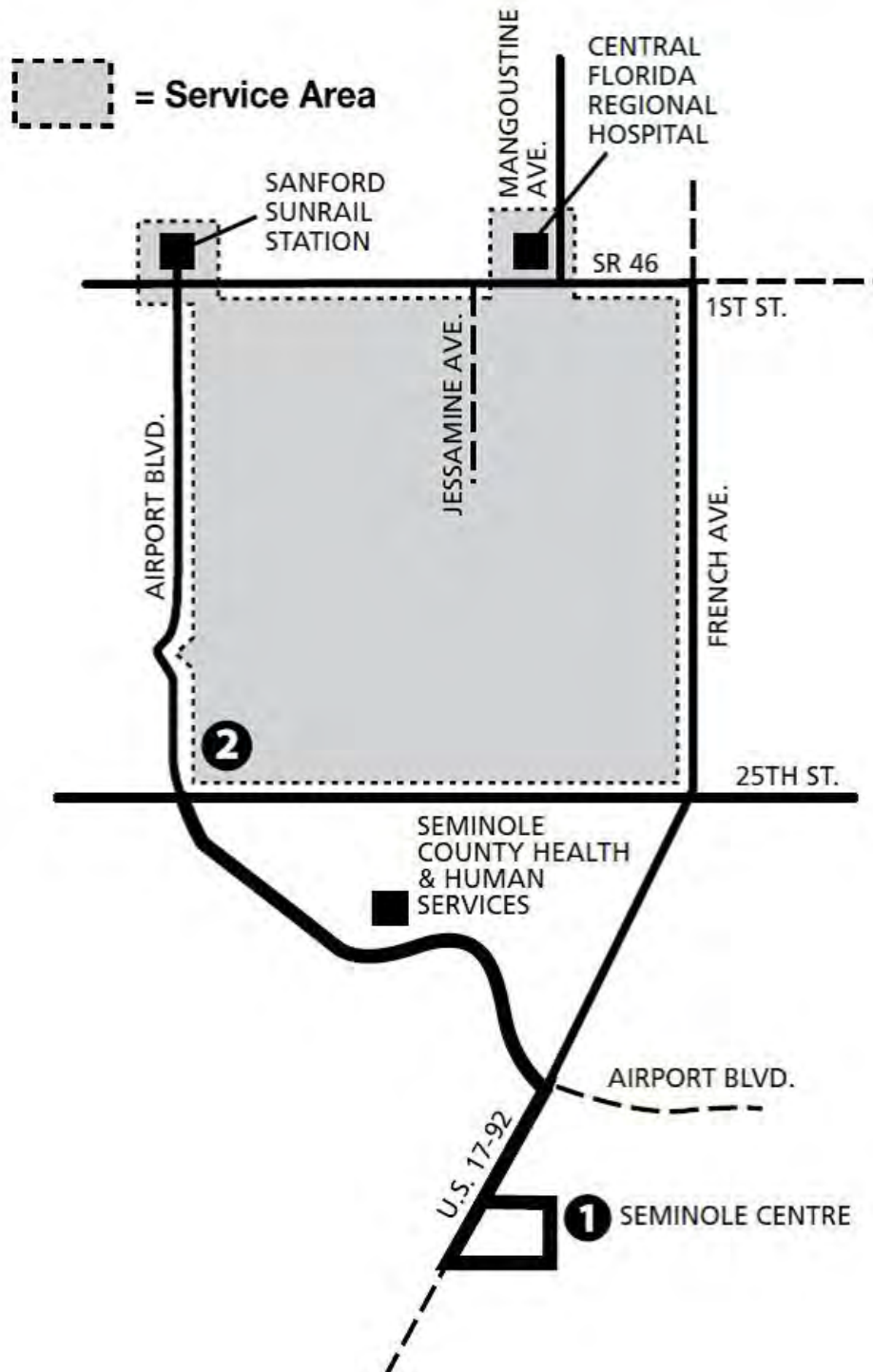
NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 651 Goldsboro

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd., Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Link 34, Link 45, Link 46E, Link 46W, and Link 103



Seminole County Transit Service Costs

Exhibit B

Description of Appropriated Amount
October 1, 2018 through September 30, 2019

Fixed Route Operating Costs	Amount
-----------------------------	--------

Link 1	\$186,596
Link 23	\$248,130
Link 34	\$792,465
Link 45	\$675,735
Link 46E	\$508,012
Link 46W	\$155,260
Link 102	\$591,268
Link 103	\$1,461,648
Link 106	\$56,905
Link 434	\$1,004,131
Link 436N	\$1,441,065
Link 436S	\$668,969
	\$7,790,184

Operating Cost Recoveries	Amount
---------------------------	--------

Estimated Farebox Recovery	(\$2,151,623)
FDOT SunRail Feeder Service	(\$475,037)
City of Sanford	(\$93,000)
City of Altamonte Springs	(\$120,900)
Prepaid SR436 Study	(\$211,626)
	(\$3,052,186)

Net Fixed Route Cost	\$4,737,998
-----------------------------	--------------------

NeighborLink Operating Costs	Amount
------------------------------	--------

NL 622	\$86,364
NL 651	\$143,579
	\$229,943

ParaTransit Operating Costs	Amount
Americans with Disabilities (ADA) Funding	\$2,296,030
Transportation Disadvantaged (TD) Funding	\$279,143
	\$2,575,173

Capital Funding Cost	Amount
\$2 per Hour Capital Funding	\$218,764
	\$218,764

Total Operating Costs	\$7,761,878
Less: Lynx Fund Balance & Revenue Contribution	(\$358,561)
Net Funding Request from County	<u><u>\$7,403,317</u></u>

Other County Payments to Lynx	Amount
FDOT SunRail Feeder Service	\$475,037
City of Sanford	\$93,000
City of Altamonte Springs	\$120,900
Prepaid SR436 Study	\$211,626
	\$900,563

Total County Transit Service Cost **\$8,303,880**

FY2019 Billing Schedule	Amount
October-18	\$616,943
November-18	\$616,943
December-18	\$616,943
January-19	\$616,943
February-19	\$616,943
March-19	\$616,943
April-19	\$616,943
May-19	\$616,943
June-19	\$616,943
July-19	\$616,943
August-19	\$616,943
September-19	\$616,944
Annual Funding Request from County	\$7,403,317

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate seven million four hundred three thousand three hundred seventeen dollars and zero cents (\$7,403,317) to LYNX for fiscal year 2018-2019 for the provision of public transportation services within Seminole County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$7,403,317 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

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

Schedule Listing of LYNX Funding Partners

Exhibit C

	FY2019 Funding Model Amount	FY2019 SR 436 Corridor Study	FY2019 Funding Agreement
Operating Funding			
Orange County	\$44,741,822	(\$90,034)	\$44,651,788
Osceola County	\$7,380,518	\$0	\$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	\$0	\$2,459,071
Subtotal	\$66,191,559	(\$512,623)	\$65,678,936
FDOT (SunRail Feeder Routes)	\$1,507,449	\$0	\$1,507,449
Altamonte Springs	\$120,900	\$0	\$120,900
City of Sanford	\$93,000	\$0	\$93,000
Lake County	\$273,912	\$0	\$273,912
Reedy Creek	\$335,090	\$0	\$335,090
Subtotal	\$2,330,351	\$0	\$2,330,351
Subtotal Operating Funding	\$68,521,910	(\$512,623)	\$68,009,287
Capital Contributions			
Orange County	\$1,779,414	\$0	\$1,779,414
Osceola County	\$246,024	\$0	\$246,024
Seminole County	\$218,764	\$0	\$218,764
Subtotal	\$2,244,202	\$0	\$2,244,202
Total Local Funds	\$70,766,112	(\$512,623)	\$70,253,489

*The FY2019 Funding Model included the use of reserves, additional revenues, and cost savings to reduce the local funding requirements to 3.5% increase.

LYNX Board Agenda

Information Item A: Mobility Management_Support & Paratransit Vehicle Analysis

To: LYNX Board of Directors

From: William "John" Slot
CHIEF INNOVATION SUSTAIN OFF
Selita Stubbs
(Technical Contact)
Rose Hernandez
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Information Item
Mobility Management_Support & Paratransit Vehicle Analysis

Date: 9/27/2018

Presentation on Mobility Management Analysis

Mobility Management

Support & Paratransit Vehicle Analysis

08/17/2018

Working Team:

Jennifer Szaro (SEPA); Linda Ferrone (OUC); Chris Castro (City of Orlando)

Selita Stubbs, Jim Fetzer, Doug Jamison, Kimberly Forbragd, Ken Nath, Ben Gonzalez, Prahallad Vijayvargiya, Dean Bosnak, Tiffany Homler, John Slot



Project Objective

Conduct an analysis of Electric Vehicles (“EV”) and Compressed Natural Gas (“CNG”) vehicles for use in the LYNX paratransit fleet and support vehicle fleet aided by our partners at the Orlando Utility Commission (“OUC”), Smart Electric Power Alliance (“SEPA”) and the City of Orlando.

Design Principles

1. Any vehicle solution should be meet current reliability, range, lift capability and air condition capabilities.
2. Any vehicle solution will be piloted in increments less then 20% of the total paratransit fleet (e.g. Total fleet is currently 200 vehicles)
3. Any vehicle solution will have specifications based on current ridership data. This may define the use of smaller more efficient vehicles.
4. Any vehicle solution will be reviewed and analyzed in partnership with other key organizations (City of Orlando, SEPA and OUC)

1. Grant Review	2. Board and Partner Communication	3. Conduct Data Study	4. Vehicle Solution Analysis and Recommendations
Verify with Grants that current funding can be amended to utilize EV or CNG solutions	Verify board and partner communication and project approach with LYNX CEO	Collect and analyze current paratransit invoice data and potentially Trapeze data to support vehicle solution specifications such as vehicle passenger sizing.	Develop an approach and timing with partners for this analysis. Conduct analysis and provide initial vehicle options.
Jim (with Belinda Balleras)	John (with Mr. Johnson)	Seltia (with Chris Plummer and Craig Bayard)	Team
Week 1	Week 1	Week 2-3	Week 2-3
Week of 8/13	Week of 8/13	Week of 8/20	Week of 8/20

- Kickoff Meeting with partners will be scheduled for the week of 8/27

Key Considerations:

- Analysis should include cost to maintain EV, additional training need to maintain and any cost for charging systems.
- If an EV solution is deemed unacceptable at this time a CNG solution will be considered prior to defaulting to traditional internal combustion engine ("ICE") vehicles for FY19 purchases.
- Currently vendor maintains paratransit fleet vehicles, LYNX personnel and or vendor will need to be trained to maintain new EVs.
- L B McLeod location operations are currently planned to move to LYNX Operation Center (LOC) in November of 2019.

- Research Content: <http://pluginperks.com/find-a-charging-station/>. We should see if GIS can find a layer of charging stations and overlay our service area. I would expect a logical Board question to cover is there enough charging in the field for the fleet.

LYNX Board Agenda

Information Item B: Update on Public Involvement for Rosemont Transfer Center

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
Jeffrey Reine
(Technical Contact)
Tomika Monterville
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Information Item
Update on Public Involvement for Rosemont Transfer Center

Date: 9/27/2018

ROSEMONT TIME LINE OF EVENTS 2015 TO PRESENT

The purpose of this time line is to provide a comprehensive overview of the events regarding the extensive community involvement and resolution to move forward with construction on the Rosemont Transfer Center Improvement Project

- **Fall 2015**-The Lake Orlando Homeowner's Association (LOHOA) contacted LYNX with concerns regarding the existing bus transfer center located on Rosewood Way. The LOHOA is a non-mandatory homeowner's association that represents the single family residential homes of the larger Rosemont community.
- **2016-2017**: LYNX staff attended numerous meetings with the LOHOA. LYNX subsequently indicated that improvements would need to be made to the existing transfer center site to address short-term needs, but also recommended that an analysis of the existing stop be performed by one of the agency's general engineering consultants to address the potential for relocation of the transfer center in the longer-term.
- **May 2017**: The initial analysis was performed on alternative site locations that met the minimum criteria established by LYNX and the general engineering consultant.
- **May 25, 2017 and June 6, 2017**: LYNX attended the LOHOA Task Force meetings to discuss the results of this initial analysis. The LOHOA requested that additional sites be considered; however, many of the LOHOA identified sites did not meet the minimum criteria for a transfer center.

LYNX Board Agenda

- **June-August 2017:** LYNX conducted the alternative site analysis, which included a rider survey on July 21, 2017.
- **August 2017:** LYNX reviewed the results of the alternative site analysis and rider surveys with the LOHOA at their Task Force meeting on August 24. The results were that the transfer center should remain in its current location. The basis for this decision was as follows:
 - Passenger preference of existing location.
 - No bus re-routing was required. Two of the potential alternative sites identified would have required significant rerouting of the buses and a requisite increase in operating cost to the local funding agencies.
 - Ability to make significant improvements in a short amount of time. Alternative site locations would require property purchase and acquisition, which would involve significant time and costs.
 - Bus egress and ingress (access) to transfer center location. The existing location can be accessed from two different signalized intersections on Orange Blossom Trail. Alternative sites did not offer this same ability for signalized access to their respective sites. This would make bus traffic movements extremely difficult and negatively impact on time performance of the buses.
 - Location of existing transfer center. As shown on the referenced maps, the existing transfer center is situated in a location that is highly convenient to a significant number of multi-family residential complexes and no or one vehicle households, which are frequently transit dependent riders. The convenience of this location is supported by the original Rosemont Stabilization Study that led to the community selecting this site for the transfer facility.
 - Title VI issues. Within the first year of installation of the Rosemont Transfer Facility, LYNX had already been contacted with a request to consider moving the transfer center to another new location. The requestor desired that the transfer center be installed in its current location on Rosewood Way. LYNX contacted the Federal Transit Administration (FTA) regarding the implications of moving the transfer center again and FTA indicated that the move of this bus stop would cause a disproportionate and disparate impact to the riding public. This potentially would violate the riding public's Title VI rights. The same negative impact to Title VI rights applies today.
- **October 2017-May 2018:** LYNX continued to participate in LOHOA meetings in October 2017, February 2018 and May 2018. During each of these meeting, LYNX indicated their willingness to work with the LOHOA to include them in the design process to improve the existing facility. At the October and February meetings, the LOHOA continued to express their desire that the existing stop be relocated. At the most recent meeting in May, the LOHOA indicated that while it was still not their preference to keep the transfer center in its existing location, they acknowledged that LYNX had

LYNX Board Agenda

made the decision that the transfer center would not be moved, and consequently, the LOHOA Board wanted to partner with LYNX to provide input into the design of improvements to the existing site.

LYNX left the meeting in May with the understanding that the LOHOA wanted to work collaboratively to move the project into final design and construction so that the desired safety, functional and aesthetic improvements to the site could be completed as quickly as possible.

- **June 9, 2018:** LYNX received an email correspondence from one of the LOHOA board members, with a cc to the entire Board, indicating that the agreed upon process to move the improvements forward to construction was not acceptable, and that it was still desired that the transfer center be relocated to another site.

LYNX provided a response to this email stating that based on the input received from the riding public; the LOHOA; City of Orlando staff and leadership; the current City commissioner; and the Orlando Police Department, LYNX had enough pertinent information to move forward with the final design of this project. Further, the robust public engagement and analysis undertaken for a project of this scope and budget went far above and beyond LYNX's typical process, and demonstrates LYNX's and our partner agencies' desires to address the community's concerns in Rosemont.

As such, LYNX will not be in attendance at future LOHOA meetings to discuss this project, but rather will keep the LOHOA informed of the project status as it moves forward.

July 2018: LYNX provided the LYNX BOD a memo detailing the communications between LYNX and LOHOA. The memo was written as such:

Since late 2015, the LOHOA has requested LYNX to relocate the Rosemont SuperStop from its current location due to perceived concerns of safety, security and overall condition of the site. In 2017, LYNX budgeted \$70,000 to evaluate the relocation of the SuperStop. After carefully identifying several potential locations within a sufficient distance of this existing facility, it was determined that relocating the SuperStop posed additional operational constraints and it excessively increased operating costs (a minimum of \$100,000 annually for just one of the routes) for the same level of service. Therefore, both LYNX staff and members of the City determined that this a relocation of the existing facility was not the most conducive means to address the LOHOA concerns.

Subsequently, LYNX has engaged both the Rosemont community and riders through several surveys to develop conceptual designs to enhance the existing facility and address safety and security concerns. Despite this robust involvement process, members of the LOHOA Board of Directors have determined they are not in agreement with the recommendations for design improvements, but remain resolved to have the SuperStop removed from its current location.

August 2018: LYNX executive and project management staff met with the city commissioner on August 13, 2018. At this meeting the decision was made to move the

LYNX ard Agenda

project forward with the information already provided. This information was considered to be complete and indicative of the desired outcomes from all parts of the community. The LOHOA will be included in project update meetings as to the progress of the project. However, additional formal public meetings are not required. A presentation detailing the project has been included for visual reference.

September 2018: A letter of determination was sent from the LYNX CEO to the LOHOA detailing the above matters. At the same time, LYNX project management initiated the next phase of the project to take the conceptual plans to final design and execute contract documents. This is expected to take 6 months. Updates will be provided to the LYNX Board as appropriate.

LYNX Board Agenda

Monthly Report A: Ridership Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6019

Item Name: July Ridership Report

Date: 9/27/2018

The attached monthly Performance Report includes July Year-To-Date figures for ridership and other performance indicators. Total ridership for July 2018 was 2,023,282. This is a 2.6% decrease from July 2017. On-Time Performance for Fiscal Year-To-Date 2018 is 61.9%.

- LYNX overall ridership decreased by 53K, or 2.6%, compared to July 2017. Year-to-date ridership for FY-18 (22,017,495) increased 1.3% compared to FY-17 (21,736,153)
- LYMMO ridership decreased by 20K, or 19.9%, compared to July 2017. Year-to-date ridership for FY-18 (846,781) decreased 15.5% compared to FY-17 (1,002,574).
- Fixed Route ridership decreased by 41K, or 2.2%, compared to July 2017. Year-to-date ridership for FY-18 (20,121,848) increased by 1.9% compared to FY-17 (19,740,008).
- NeighborLink ridership increased by 2K or 25.4% compared to July 2017. Year-to-date ridership for FY-18 (123,683) is decreased by 4.4% compared to FY-17 (129,337).
- Xpress Link 208 ridership decreased by 75 trips, or 12.5%, compared to July 2017. Year-to-date ridership for FY-18 (6,794) increased by 6.8% compared to FY-17 (6,359). (Note: Xpress Link 208 will be eliminated effective July 30, 2018 due to the expansion of SunRail into Osceola County).
- ACCESS LYNX ridership increased by 13K, or 29.9%, compared to July 2017. Year-to-date ridership for FY-18 (616,147) increased by 27.4% compared to FY-17 (483,673).
- Vanpool ridership decreased 7K, or 19%, compared to July 2017. Year-to-date ridership for FY-18 (302,242) decreased by 19.2% compared to FY-17 (374,202)

LYNX Board Agenda

Performance Reports showing ridership and other measures will be posted on LYNX's website, www.golynx.com, beginning in October, 2018. This will allow the public and our funding partners convenient access to our monthly performance information.”



July 2018 Service Performance Report

RIDERSHIP

Total Ridership by Mode						
	Jul-17	Jul-18	% change	YTD-17	YTD-18	% change
LYMMO	103,599	82,992	-19.9%	1,002,574	846,781	-15.5%
Fixed Route	1,827,871	1,786,772	-2.2%	19,740,008	20,121,848	1.9%
NeighborLink	9,711	12,174	25.4%	129,337	123,683	-4.4%
Xpress Link 208	602	527	-12.5%	6,359	6,794	6.8%
ACCESS LYNX	44,212	57,432	29.9%	483,673	616,147	27.4%
Vanpool	37,287	30,187	-19.0%	374,202	302,242	-19.2%
SYSTEM TOTAL	2,023,282	1,970,084	-2.6%	21,736,153	22,017,495	1.3%

July 2017:	21 Weekdays	5 Saturdays	5 Sundays
July 2018:	22 Weekdays	4 Saturdays	5 Sundays

Overall LYNX ridership decreased by 53K, or 2.6%, compared to July 2017. System-wide average weekday riders increased by 1.3% year-to-date. According to APTA, nationwide public transit ridership decreased by 2.14% for the fourth quarter of 2017.

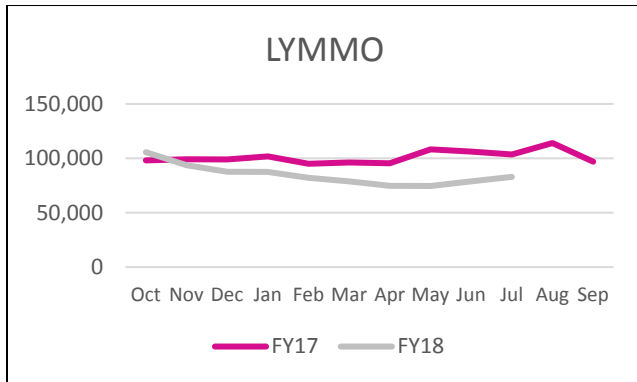
- **LYMMO** ridership decreased by 20K, or 19.9%, compared to July 2017. Average weekday ridership for LYMMO was down 21.4% in July 2018. We attribute this decrease to a couple factors: 1.) the permanent realignment of Lime line in Creative Village, 2.) relocation of the Orlando Union Rescue Mission from Central Blvd and Division Ave to a new location on W. Colonial Dr. resulted in a significant number of their clients unable to utilize the LYMMO for their transportation needs.
- **Fixed-Route** ridership decreased by 41K, or 2.2%, compared to July 2017. Average weekday ridership decreased by 5.5% compared to the same time period last year. Nationwide, fixed-route bus ridership has been the largest decrease among transit modes, according to APTA. We attribute this to the overall low-cost of gasoline (see below), a lower unemployment rate of 3.3% in July 2018 compared to 3.7% in July 2017 (according to the Bureau of Labor Statistics), and the continued use of ride-share services.
- **NeighborLink** ridership increased by 2k or 25.4%, compared to July 2017. The increase is attributed to a change in the reporting system for LYNX's Mobility Management.
- **Xpress Link 208** ridership decreased by 75, or 12.5%, compared to July 2017. Average weekday riders increased 6.8% when compared to July 2017. This is attributed to passengers that may be anticipating the beginning of SunRail Phase II service.
- **ACCESS LYNX** ridership increased by 13k trips, or 29.9%, compared to July 2017.
- **Vanpool** ridership decreased 7k or 19% compared to July 2017. Decrease may be attributed to lower gas prices and changes in work commuter habits and increased use of other rideshare programs.
- *According to The U.S. Energy Information Administration, the retail gasoline price per gallon in July 2018 was \$2.92 and in July 2017 was \$2.47 per gallon.

Average Daily Ridership by Mode								
Mode	Weekday			Saturday			Sunday	
	Jul-17	Jul-18	% change	Jul-17	Jul-18	% change	Jul-17	Jul-18
LYMMO	3,862	3,035	-21.4%	2,541	1,857	-26.9%	2,353	1,973
Fixed Route	67,969	64,222	-5.5%	41,980	48,021	14.4%	28,262	24,923
NeighborLink	400		-100.0%	262		-100.0%	0	0
Xpress Link 208	26	28	7.7%	0	0	-	0	0
ACCESS LYNX	1,729		-100.0%	1,011		-100.0%	569	
Vanpool	1,573	1,136	-27.8%	294	211	-28.2%	256	173
SYSTEM TOTAL	75,559	68,421	-9.4%					

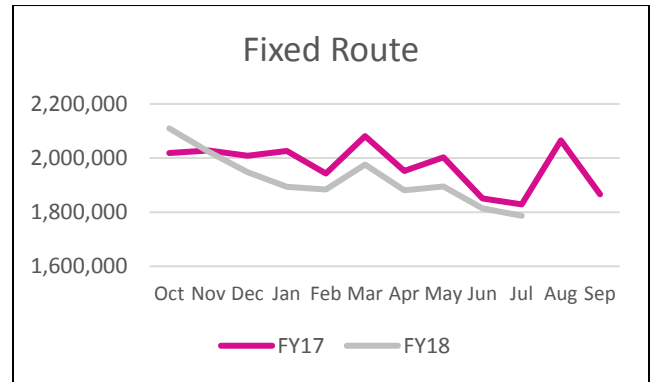


July 2018 Service Performance Report

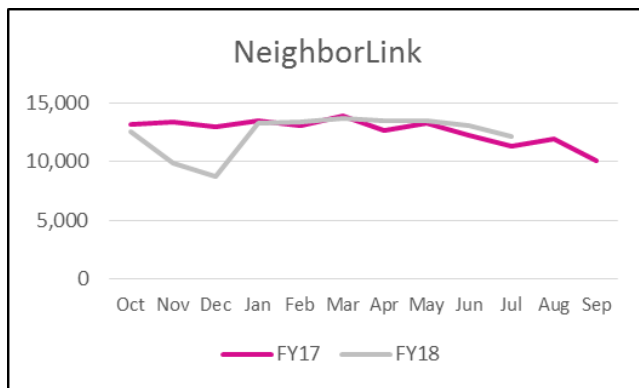
MONTHLY RIDERSHIP TRENDS BY MODE



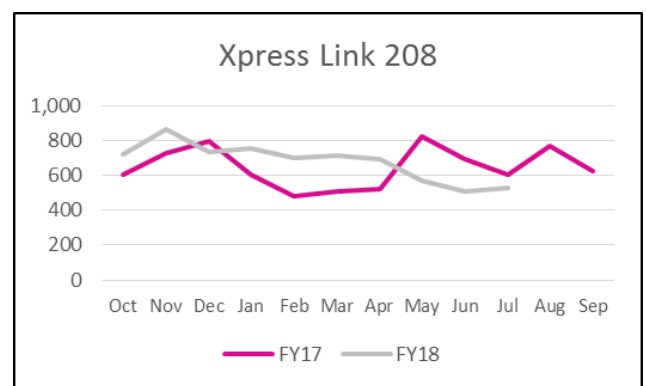
LYMMO ridership decreased by 19.9% compared to the same time last year. Average weekday riders decreased by 21.4%.



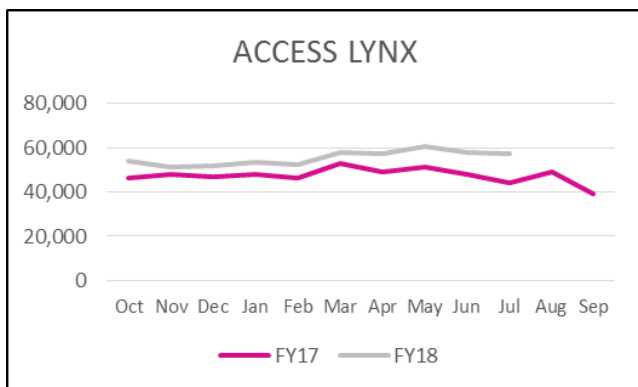
Fixed route ridership decreased 2.2% compared to July 2017. Average weekday riders decreased by 5.5%.



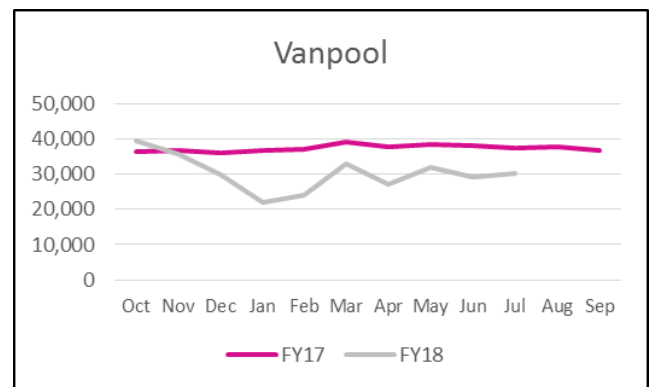
NeighborLink ridership increased by 25.4% compared to July 2017.



Xpress Link 208 ridership decreased 12.5% compared to this time last year. The average daily riders increased by 6.8%.



ACCESS LYNX ridership increased by 29.9% compared to July 2017. Year-to-date ridership was up 27.4% compared to 2017.



Vanpool ridership decreased 19% compared to July 2017. Year-to-date ridership was down 19.2% compared to 2017.



July 2018 Service Performance Report

FY18 Monthly Modal Performance Data Sheet

LYMMO									
Oct	105,656	10	74%	Not Applicable	0	0.03	10,278	99.5%	
Nov	93,747	10	73%		0	0.03	9,901	99.3%	
Dec	87,666	9	69%		0	0.05	9,971	98.7%	
Jan	87,496	9	67%		0	0.04	9,924	99.0%	
Feb	82,140	9	56%		0	0.04	8,928	98.7%	
Mar	78,865	8	54%		0	0.05	9,887	99.1%	
Apr	74,740	8	56%		0	0.04	9,475	99.7%	
May	74,579	8	55%		0	0.04	9,838	99.8%	
Jun	78,900	8	53%		0	0.05	9,524	99.8%	
Jul	82,992	9	54%		0	*	9,659	*	
Aug									
Sep									
YTD	846,781	9	61.1%		0	0.04	97,385	99%	
Fixed Route									
Oct	2,109,632	24	68%	32%	7	0.03	89,989	99.6%	
Nov	2,023,844	23	69%	21%	3	0.03	86,757	99.6%	
Dec	1,947,343	22	69%	19%	4	0.05	87,840	99.6%	
Jan	1,893,608	21	70%	19%	3	0.04	90,432	99.6%	
Feb	1,883,937	23	69%	19%	1	0.04	82,404	99.4%	
Mar	1,976,259	22	69%	26%	4	0.05	91,619	99.7%	
Apr	1,881,096	22	70%	27%	6	0.04	87,266	99.7%	
May	1,894,906	21	72%	20%	8	0.04	89,932	99.8%	
Jun	1,814,315	21	72%	23%	5	0.05	87,714	99.8%	
Jul	1,786,772	20	72%	19%	4	*	88,686	*	
Aug									
Sep									
YTD	19,211,712	22	70.0%	23%	4.5	0.04	882,639	100%	

*Data to be provided by next reporting period.



July 2018 Service Performance Report

FY18 Monthly Modal Performance Data Sheet

<div> Month End Reporting Ridership Productivity On-Time Performance Collected Fares Reportable Accidents Complaints per 100,000 Miles Fleet Availability Preventative Maintenance Inspection Completed on Time </div>								
NeighborLink								
Oct	12,507		100.00%	100.00%	2	13	77%	84%
Nov	9,848		100.00%	100.00%	0	22	83%	83%
Dec	8,722		100.00%	100.00%	3	5	82%	95%
Jan	13,276		100.00%	100.00%	0	N/A	91%	91%
Feb	13,402		100.00%	100.00%	0	N/A	87%	94%
Mar	13,735		100.00%	100.00%	0	N/A	85%	90%
Apr	13,476		100.00%	100.00%	0	N/A	75%	91%
May	13,492		100.00%	100.00%	0	N/A	80%	92%
Jun	13,051		100.00%	100.00%	1	N/A	83%	93%
Jul	12,174		100.00%	100.00%	0	N/A	78%	92%
Aug								
Sep								
YTD								
ACCESS LYNX								
Oct	53,978	1.09		97.74%	1	17	87%	84%
Nov	51,430	1.07		99.31%	3	15	93%	83%
Dec	51,637	1.16		99.55%	1	11	92%	95%
Jan	53,265	1.22		99.57%	1	14	95%	91%
Feb	52,670	1.25		99.71%	0	13	92%	94%
Mar	58,128	1.23		99.70%	2	12	93%	90%
Apr	57,198	1.23		99.70%	5	12	95%	91%
May	60,495	1.23		99.63%	6	7	94%	92%
Jun	57,858	1.25		99.58%	3	9	92%	93%
Jul	57,432	1.27		99.55%	6	8	94%	92%
Aug								
Sep								
YTD	554,091	1.33		99.40%	28	10	93%	90%

Note: Highlighted ridership numbers for NeighborLink have been adjusted since last reporting due to changes in data collection methods.

LYNX Board Agenda

Monthly Report B: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)
Janet Amador
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Marketing Communication Report: July 2018 - August 2018

Date: 9/27/2018

COMMUNITY EVENTS AND OUTREACH

July 10	CIL bus ride ID Summer camp
July 13	City Year ID
July 16	City Year ID
July 24	CIL bus ride ID Summer camp
Aug. 4	Taft Back to school event
Aug. 7	OCPS
Aug. 9	Jones HS
Aug. 16	Inspire
Aug. 18	Lighthouse (outreach)
Aug. 25	Family fitness fest (outreach)
Aug. 30	VA Domicile program

LYNX PRESS RELEASES | MEDIA NOTES: JULY 2018 – AUGUST 2018

LYNX Board Agenda

- Aug. 15 KnightLYNX 212 Will Be Eliminated - Public Hearing to be Held Aug. 17
- Aug. 20 Labor Day Holiday Schedule
- Aug. 21 LYNX Board of Directors Meeting Canceled for Aug. 23
- Aug. 23 17th Annual Public Service Bus Contest Winners

LYNX NEWS ARTICLES: JULY 2018 – AUGUST 2018

- July 9 [Pop-Up 'Opera On a Bus' Brings Music To Orlando LYNX Route](#)
WMFE
LYNX bus riders are in for a surprise Wednesday. A flash mob-style opera performance will break out in celebration of LYNX's 25th anniversary
- July 18 [Lynx seeks \\$1.6M more from Orange County for 2019](#)
Orlando Business Journal
The Central Florida Regional Transportation Authority has asked for \$46.6 ... from Seminole, Osceola and Orange counties, as well as the city of Orlando. ... rate led to more people driving instead of taking public transportation.
- August 7 [Deaths in Central Florida: 8/7](#)
Orlando Sentinel
John Elwood Fowler Born February 9th 1945 of Orlando passed away July 31st 2018. Baldwin ... He was also president of the Lynx bus driver's union.
- August 7 [Buddy Dyer's 60 reasons 'we love Orlando and are excited about our future'](#)
Orlando Sentinel
He also added several more reasons to love Orlando after he hit No. The region's public-bus system, Lynx, and Orlando took a test drive recently in ...
- August 17 [UCF to discontinue KnightLYNX Red service](#)
Bungalower
The University of Central Florida Student Government Association has asked the Central Florida Regional Transportation Authority (LYNX) to ...
- August 17 [KnightLYNX 212 Will Be Eliminated](#)
GoLynx
KnightLYNX 212 Will Be Eliminated Public Hearing to be Held Aug. 17.
LYNX has been asked by the University of Central Florida (UCF) Student ...

LYNX Board Agenda

[Power outage pushes Access Lynx 30 minutes behind schedule](#)

Orlando Sentinel

Lynx spokesman Matt Friedman said the public transportation service was aware of the delays, which he blamed on the loss of power to Lynx' main...

[Lynx Announces 17th Annual Public Service Bus Contest Winners](#)

August 25

MassTransitMag.com (press release) (blog)

All organizations will receive free exposure by having their logos placed on a Lynx bus traveling Orange, Osceola and Seminole counties for the next ...

[Gateway Orlando is decorating their LYNX shelters](#)

August 27

Bungalower

LYNX has been painting a series of their older bus shelters in the Gateway District (along Semoran and the fringe of our coverage area) for the past ...

[Eight people suffer minor injuries in Lynx bus crash](#)

August 30

Orlando Sentinel

Orlando firefighters took eight people to the hospital with minor injuries on Wednesday afternoon after a crash between a LYNX bus and semi-truck, ...

LYNX Board Agenda

SOCIAL MEDIA: JULY 2018 – AUGUST 2018

July 1	July 15 service change.
July 2	July 4 holiday schedule.
July 3	Red, Hot and Boom service detour. Fireworks at the Fountain service detour. Reminder: Red, Hot and Boom detour today. July 4 holiday schedule. Response to customer complaint.
July 4	Happy 4 th of July.
July 5	Today we resume our normal operating schedule. SR 436 Transit Corridor survey. Response to customer complaint about a bus operator. Response to customer complaint about Link 13 bus operator.
July 6	LYNX 25 bus wraps.
July 7	Plan a day out with family and create memories with LYNX.
July 8	July 15 service changes.
July 9	OBJ roundtable at LYNX Central Station. Response to complaint about the LYNX PawPass app. Response to complaint about LYNX services. LYNX 25 celebration at Washington Shores SuperStop. DTO challenge. SunRail Phase II outreach.
July 10	SunRail Phase II outreach. LYNX 25 Trivia Tuesday. SunRail Phase II bus service changes. Thanked customer for sharing a bus photo. LYNX 25 trivia answer. Thanked customers who participated in Trivia Tuesday.
July 11	Do you hear that beautiful sound? Tune I at 12p to find out what it is. LYNX 25 at the Florida Mall. Reminder: tune in to Facebook Live at 12p. Pop-Up Opera on the bus. We had a great time at the Florida Mall. Thanks for stopping by and help us celebrate our birthday. Thanks to Opera del Sol for an amazing popup performance.

LYNX Board Agenda

- July 2 SR 436 Transit Corridor survey.
July 15 service changes.
- July 13 July 15 bus stop changes.
LYNX 25 birthday celebration.
Thanked customer for being a long time customer.
Thanked customer for positive feedback.
Response to complaint about bus service.
Orlando City Soccer stadium detour.
- July 14 July 15 service changes.
Orlando City Soccer game – ride LYMMO.
- July 15 Service changes are in effect today.
- July 16 July 15 service changes are now in effect.
Response to customer question about Youth Id's.
Response to customer question about trip planning.
- July 17 LYNX 25 Trivia Tuesday.
LYNX 25 Trivia answer.
LYNX 25 Trivia winner.
- July 18 LYNX is hiring.
- July 19 SR 436 Transit Corridor survey.
- July 20 Let's remember to be courteous to our fellow riders when riding LYNX.
Response to question about Link Xpress 208.
- July 21 LYNX ID services.
- July 22 A trip to Disney is easy. Links 50 and 56 can take you there.
- July 23 We are ready to get you rolling into the work week.
- July 24 LYNX 25 birthday celebration.
LYNX 25 Trivia Tuesday.
LYNX 25 Trivia answer.
Response to question about LYNX job openings.
LYNX 25 Trivia winner.
- July 25 LYNX SunRail connections.
- July 26 SR 436 Transit Corridor survey.
Ride LYMMO to the Lions game.

LYNX Board Agenda

July 27	For your safety, please do not chase the bus.
July 28	Xpress Link 208 elimination.
July 29	SunRail Phase II service in Kissimmee begins tomorrow.
July 30	Xpress Link 208 elimination. SunRail Phase II service begins today. LYNX 25 celebration at Apopka SuperStop.
July 31	LYNX 25 Trivia Tuesday. SR 436 survey. LYNX 25 Trivia answer. LYNX 25 Trivia winner.
Aug. 1	Lost & Found items.
Aug. 2	SunRail Tupperware Station. Response to a concern about a lost item.
Aug. 3	Orlando City Stadium service detour. Response to complaint about Link 57
Aug. 4	Ride LYMMO to the Lions game. Response to route question.
Aug. 5	Back-to-school shopping with LYNX.
Aug. 6	Start your Monday with a big bright smile. Orlando Business Journal roundtable. Response to concern about an issue with an overhead display. Response to complaint about a bus operator on Link 125.
Aug. 7	LYNX25 Trivia Tuesday. Trivia answer and winner announcement. Response to route question.
Aug. 8	Mills 50 bus shelter. Response to a route question. LYNX is providing a bus bridge between SunRail stations. SunRail is back in service. Thanked customer for a compliment about shuttle buses to between SunRail stations.
Aug. 9	Throwback Thursday. Response to question about a bus bench.

LYNX Board Agenda

- Aug. 10 From our point of view things are looking pretty bright.
- Aug. 11 Popular destinations.
- Aug. 12 LYNX PawPass.
- Aug. 13 Back to school.
Response to a customer complaint about Link 50.
Response to a customer complaint about a delayed bus.
Response to question about ACCESS LYNX service.
Response to customer complaint about Link 42.
- Aug. 14 LYNX25 trivia question.
Response to a customer question concerning an email.
LYNX25 trivia answer.
LYNX25 trivia winner announcement.
- Aug. 15 LYNX applications.
Elimination of the KnightLYNX 212 route.
Response to a comment about our applications.
- Aug. 16 Past and present “We’re hiring” bus wraps.
Response to question about ACCESS LYNX service.
Response to complaint about Link 8.
- Aug. 17 ACCESS LYNX delays due to a power glitch.
LYMMO to lunch.
- Aug. 18 LYNX ID service.
- Aug. 19 LYNX25 bus wrap.
- Aug. 20 Labor Day holiday schedule.
Response to question about private transfers.
- Aug. 21 LYNX25 trivia question.
Response to a complaint about service.
Board of Directors meeting canceled.
LYNX25 trivia answer.
LYNX25 trivia winner announcement.
Response to complaint about service.
- Aug. 22 Elimination of the KnightLYNX 212 route.
- Aug. 23 Public Service bus winners.
Reminder: Board of Directors meeting canceled.
LYNX25 celebration.
- Aug. 24 LYNX25 giveaway.
Elimination of KnightLYNX 212.

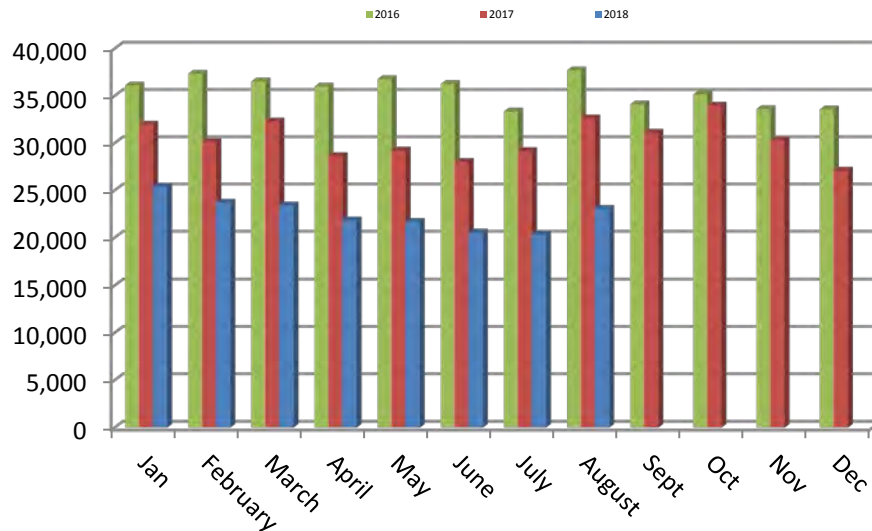
LYNX Board Agenda

Aug. 25	<p>Orlando City Soccer game.</p> <p>Thanked customers for helping us celebrate LYNX25.</p> <p>Response to complaint about Link 48.</p> <p>Response to question about a mobile app for ACCESS LYNX.</p> <p>Safety Reminder: Please do not chase the bus.</p>
Aug. 26	LYNX25 testimonial video.
Aug. 27	Train to Plane.
Aug. 28	<p>LYNX25 Trivia question.</p> <p>LYNX25 celebration at LYNX Central Station.</p> <p>Shuttle service to the Beyoncé and Jay Z concert.</p> <p>Response to route question.</p> <p>LYNX25 Trivia answer and winner announcement.</p> <p>Response to route question.</p>
Aug. 29	<p>Labor Day holiday schedule.</p> <p>Response to customer complaint about Link 7.</p> <p>LYNX25 celebration at LYNX Central Station.</p> <p>Shuttle service to the Beyoncé and Jay Z concert.</p>
Aug. 30	Throwback Thursday.
Aug. 31	<p>Labor Day weekend.</p> <p>Shuttle service to the Kickoff game.</p>

SOCIAL MEDIA USAGE	JULY 2018	AUGUST 2018
Facebook Likes	5,263	5,289
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	118,645	41,479
Twitter Followers	5,550	5,560
WEBSITE USAGE		
Total Page Views	742,187	758,122
Total User Visits	96,675	110,045

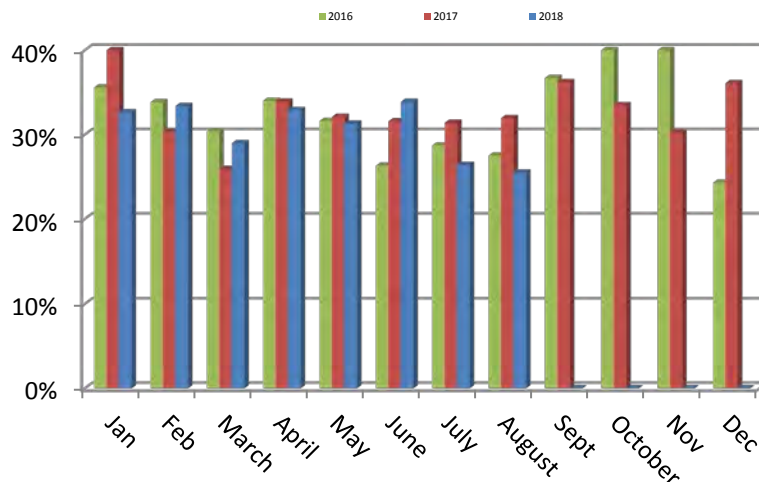
CUSTOMER SERVICE

Fixed Route Calls



	2016	2017	2018
July	33,343	29,173	20,314
August	37,702	32,628	23,062

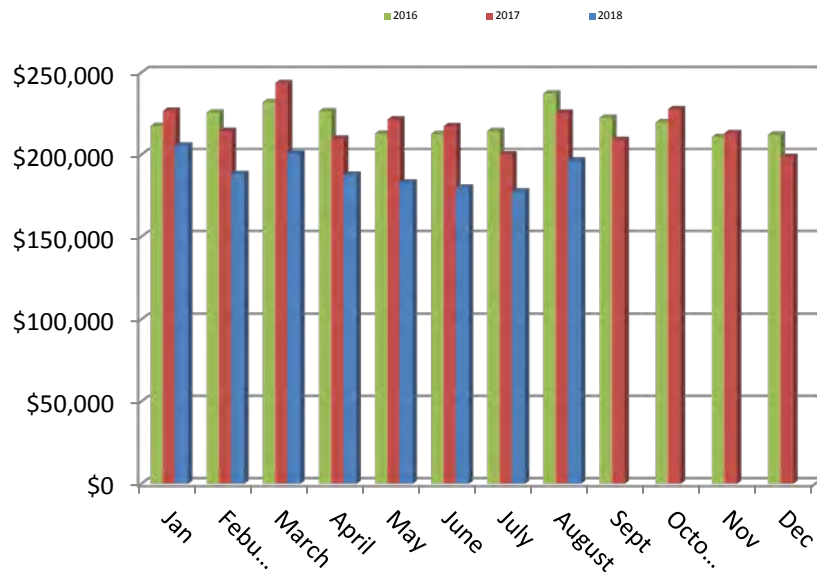
Lost & Found Percentage of Recovered



	2016	2017	2018
July	28.70%	31.40%	26.40%
August	27.50%	31.95%	25.51%

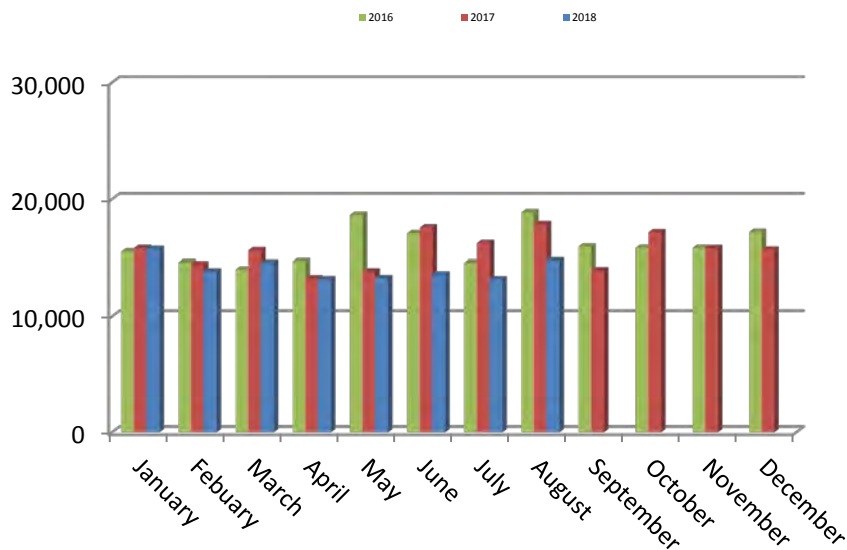
LYNX Board Agenda

Fare Media Sales at LCS



	2016	2017	2018
July	\$214,304	\$200,081	\$177,557
August	\$237,206	\$225,447	\$196,441

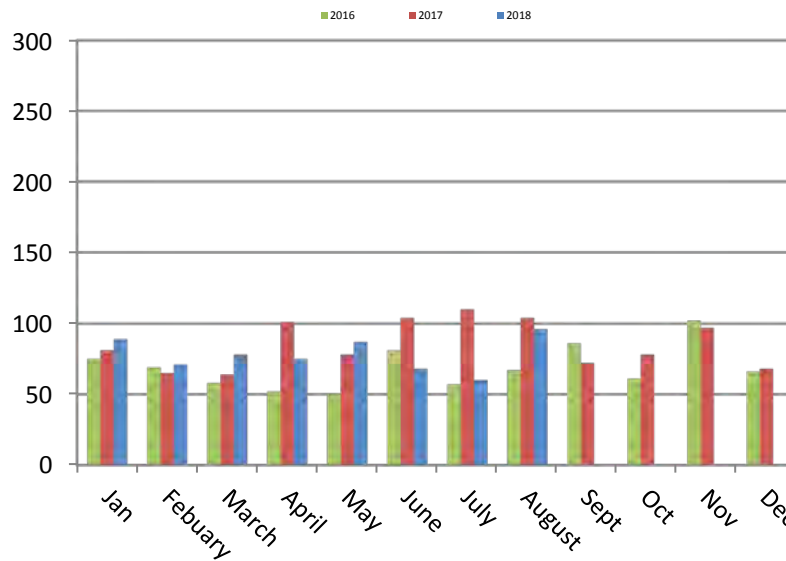
Customers Served at LCS



	2016	2017	2018
July	14,576	16,232	13,160
August	18,862	17,854	14,767

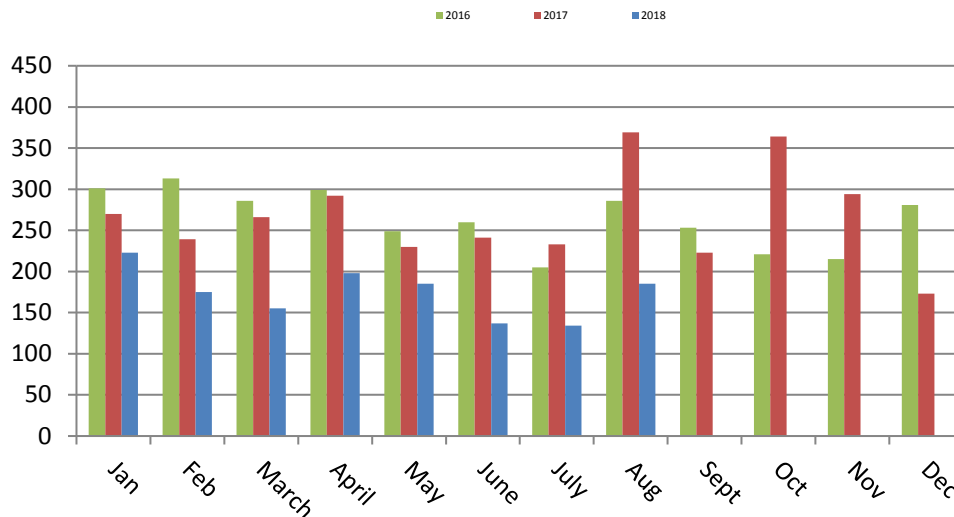
LYNX Board Agenda

Mobility Services Concerns



	2016	2017	2018
July	57	110	60
August	67	104	96

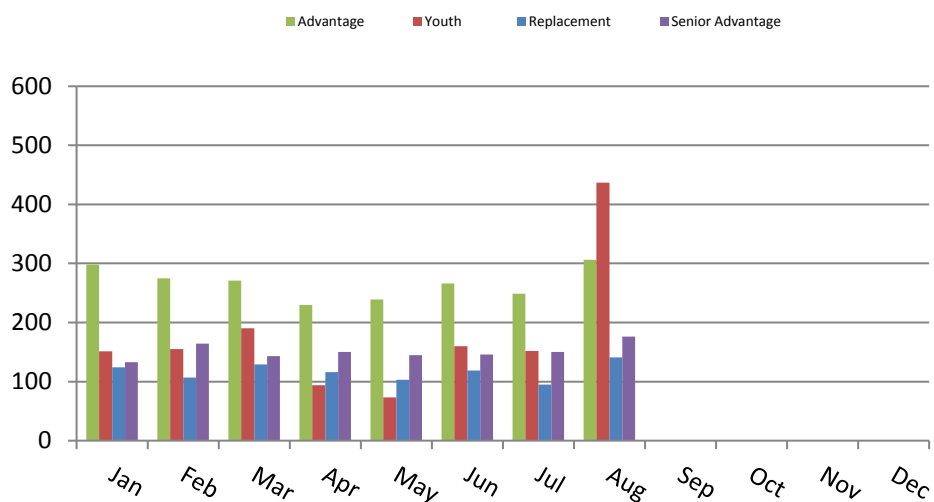
Fixed Route Concerns



	2016	2017	2018
July	205	233	134
August	286	369	185

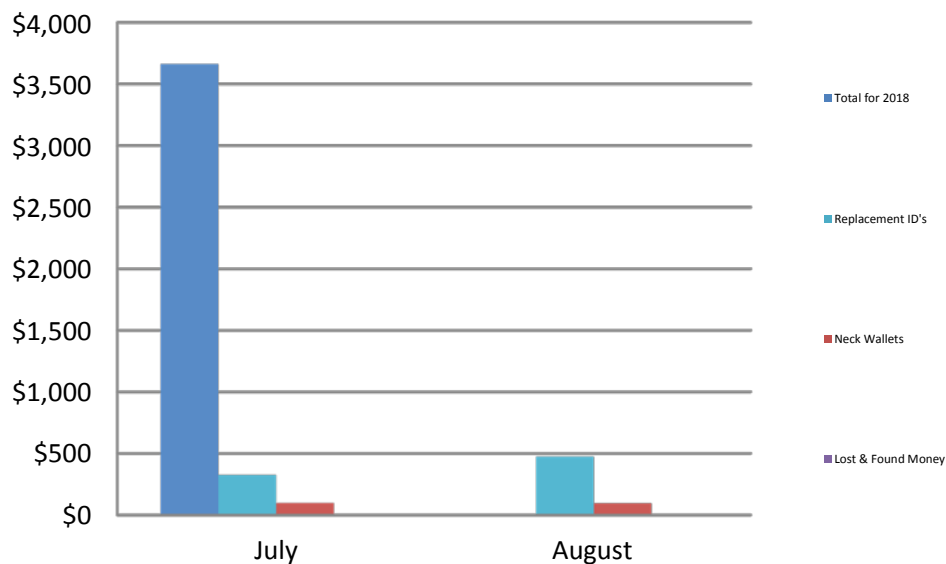
LYNX Board Agenda

IDs ISSUED in 2018



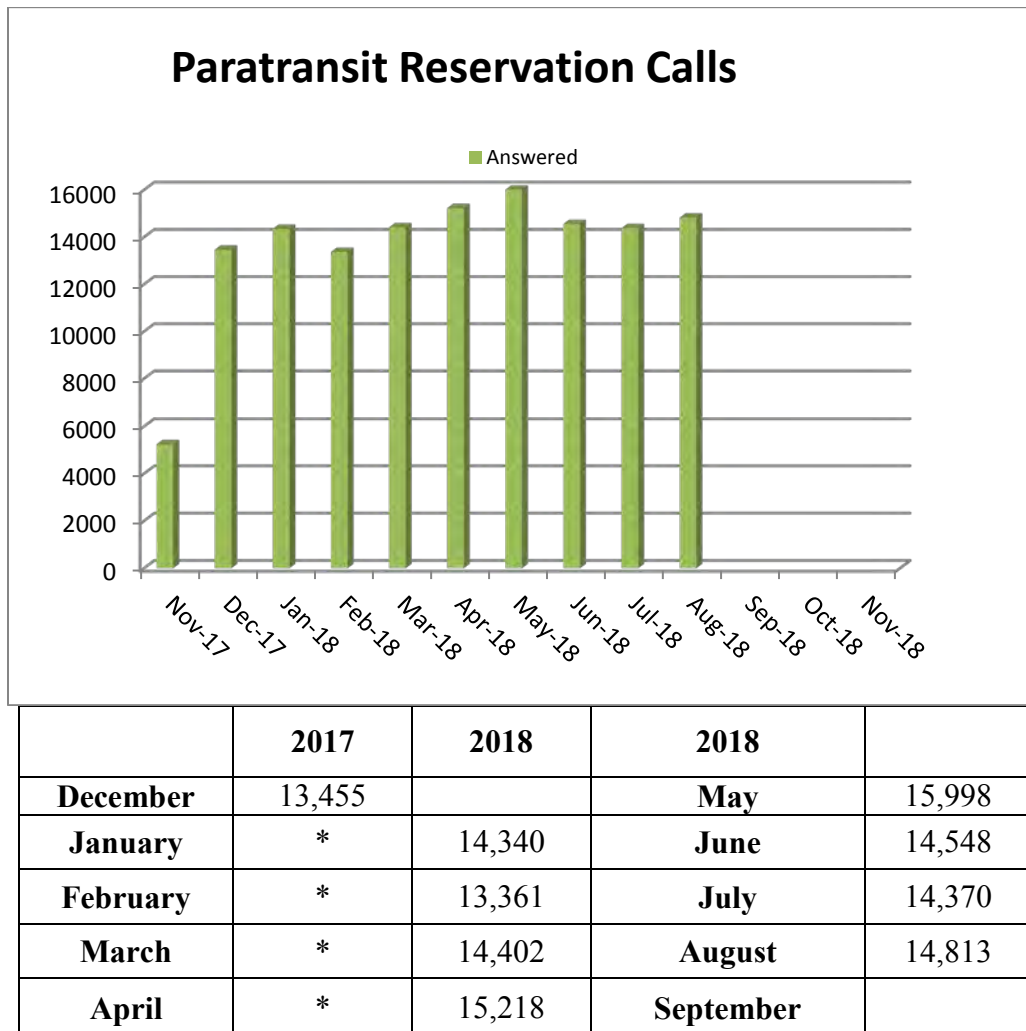
	2016	2017	2018
July	768	713	646
August	1198	1095	1060

Income Generated Revenue



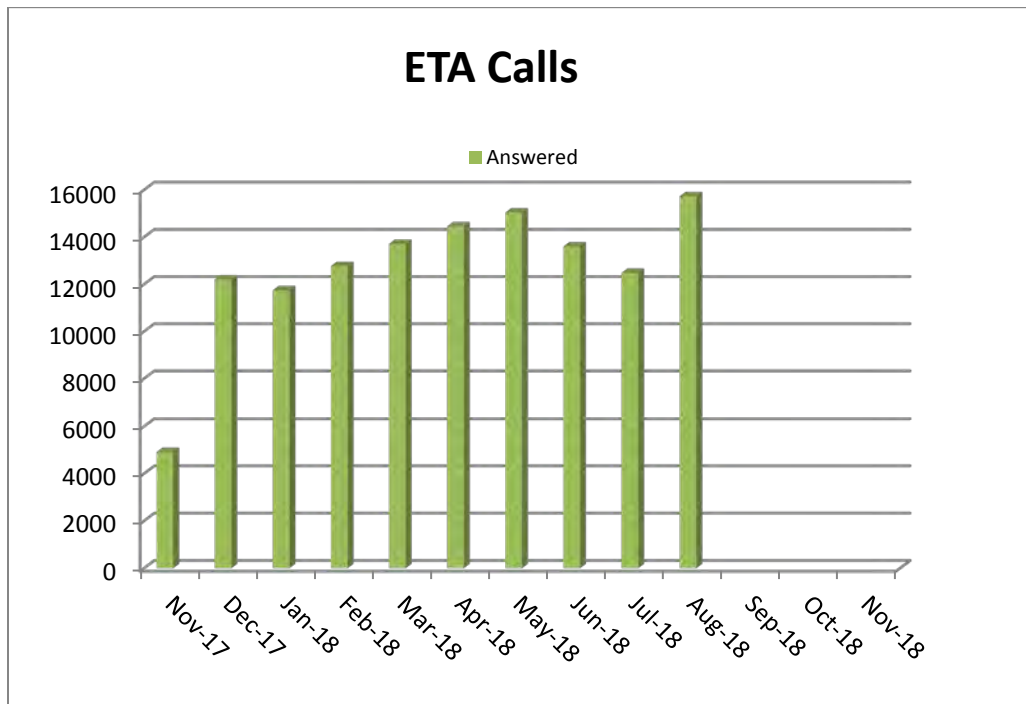
	Replacement ID's	Neck Wallets	Lost & Found Money
July	\$326	\$98	\$1
August	\$475	\$96	\$2

LYNX Board Agenda



* Different phone system at contractor. Service started at LYNX Nov. 2017-present.

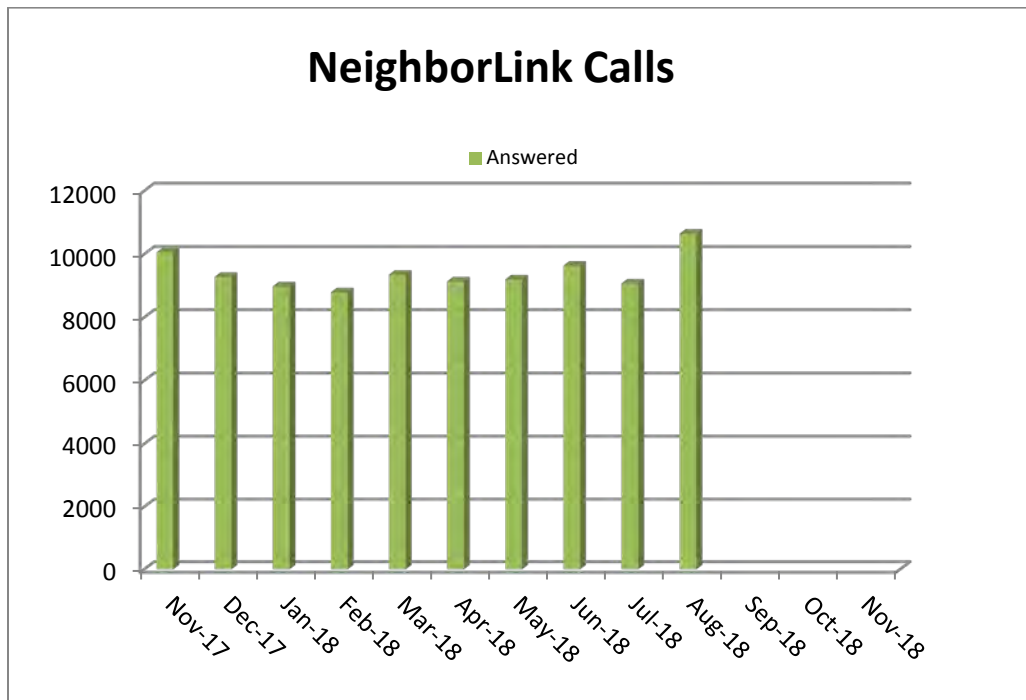
LYNX Board Agenda



	2017	2018	2018	
December	12,196		May	15,029
January	*	11,737	June	13,592
February	*	12,761	July	12,476
March	*	13,706	August	15,721
April	*	14,448	September	

*Different phone system at contractor. Service started at LYNX Nov. 2017-present.

LYNX Board Agenda



	2017	2018	2018	
November	10,055		May	9,198
December	9,280		June	9,632
January	*	8,978	July	9,072
February	*	8,791	August	10,645
March	*	9,350	September	
April	*	9,136		

*Different phone system at contractor. Service started at LYNX Oct. 2017-present.

LYNX Board Agenda

VANPOOL COMMUTER PROGRAM

VANPOOLS	JULY 2018	AUGUST 2018
Vanpool Participants	632	633
Total Revenue Miles	214,910	214,477
New Vanpool	4	4
Returned Vanpools	3	4
Current Vans at Service	183	183
Pending Interests	Tupperware, Superion	Naomi Kids LLC, Lockheed Martin
Events	5310 Workshop	No events

LYNX Board Agenda

Monthly Report C: Planning and Development Report

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
MYLES OKEEFE
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Planning & Development Report

Date: 9/27/2018

STRATEGIC PLANNING

STATE ROAD 436 CORRIDOR STUDY

The State Road 436 Transit Corridor Study has examined enhanced transit options, improved accessibility and safety, and a context sensitive design for the corridor from Orlando International Airport to State Road 434. The project team is engaging communities along the study corridor to share the proposed Bus Rapid Transit (BRT) alternatives and gather their feedback. Presentations were made to residents of District 2, in the City of Orlando on July 17th, and the Casselberry City Commission on August 27th. A survey is available to gather additional input: <https://www.lynxsr436.com/survey/>. For more information on project, please visit <https://www.lynxsr436.com/>.

TRANSIT DEVELOPMENT PLAN (TDP) UPDATE

LYNX submitted the Transit Development Plan Financial Plan to the Florida Department of Transportation in support of the 2018 Annual TDP Update on August 31, 2018.

ROUTE OPTIMIZATION STUDY (ROS) UPDATE

LYNX has begun modeling the long-term proposed ROS corridors to determine the forecasted demand for the transit which will help inform future plans for service changes in FY '19 and beyond. Modeling is anticipated to be completed by October 2018.

LYNX Board Agenda

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

Digital signage is being installed in the bus bays at LYNX Central Station to replace the original static bay identification signs. This new signage will provide updated bus arrival and departure information, messaging for customers, and a feed from the LYNX social media posts.

Staff are reviewing proposals from vendor to provide interactive real-time information kiosks at fixed route transfer centers. Some locations will also have off-board fare payment functionality. Staff from Lighthouse Central Florida are also assisting in the review to provide perspective from the visually impaired community.

Doug Jamison, Senior ITS Developer, provided an update on the State and Impacts of Transit Automation to the Transportation Disadvantaged Local Coordinating Board at MetroPlan Orlando on Thursday, August 9, 2018.

SERVICE PLANNING

The Service Planning Division staff successfully executed the July 2018 service change, which focused heavily on changes to bus service to serve the new SunRail extension to Osceola County. Service Planning staff's next project will be leading the LYNX effort to develop a Bus Stop Consolidation program as part of a larger Bus Stop Improvement Program. In addition, Service Planning is starting preliminary work on the January 2019 service change.

The Service Planning Division initiated the Transit Stop Improvement Program and began identifying the no/low-ridership bus stops in the LYNX service area to initiate the Bus Stop Consolidation Project which will support improved route efficiencies.

GIS

The GIS team attended the 2018 Environmental Systems Research Institute (ESRI) User's Conference in San Diego, CA. The training sessions attended by the GIS team covered Educational, Managerial, GIS technical sessions, and GIS for Public Transit. The GIS team was presented with the SAG (Special Achievement in GIS) Award, by ESRI President Jack Dangermond, for LYNX's multitude of GIS implementations in the public transit industry.

The GIS team is continuing to make new GIS implementations providing applications and GIS data products assisting with a number of LYNX's projects and improvement programs. Recent GIS application enhancements have assisted with LYNX's Transit Stop Improvement Program, Amenities and Accessibility collection, Facilities Maintenance system of record, and the Transit Oriented Development study.

ENGINEERING AND CONSTRUCTION

The Rosemont and Florida mall transfer center projects have moved from conceptual design into design engineering phase to allow for construction documents to be issued. The work is

LYNX ard Agenda

anticipated to be completed in six months. The Pine Hills Transit Center project has also moved from conceptual design into design engineering and will take between 9-12 months to design.

At the time of the Board meeting the following work has occurred

- 3 transit shelter sites installed or actively in construction
- 4 transit shelters in the process of completing design and permitting
- 12 shelter sites waiting for execution of an inter-local county government (expected to occur November 2018)
- Work orders have been issued for 19 new shelter locations which will continue into FY '19.

Jeff Reine, Senior Project Manager for Construction and Engineering, received his Design Build Institute of America (DBIA) Certification.

Proposals for the LOC Expansion Contract were presented to the Selection Evaluation Committee in September and McCree Construction was the recommended company for award. Upon Board approval, the project will be initiated and McCree Construction provided with a Notice to Proceed.