

# LYNX Oversight Committee Agenda

Meeting Date: 9/27/2018

Meeting Time: 10:30 AM

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

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

## 1. Call to Order

## 2. Approval of Committee Minutes



Oversight Committee Minutes 07.26.18

Pg 4

## 3. Public Comments

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

## 4. Chief Executive Officer's Report

## 5. Finance & Audit Committee Report

## 6. Committee Agenda Items



A. Update on Transit Asset Management (TAM) Plan

Pg 13

-Attachments  

## 7. Committee Action Items



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

Pg 107




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

Pg 109






























C. 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 the Transportation Disadvantaged Funding in the Amount \$618,120

Pg 111

-Attachments 



- D.  Board Ratification of Grant Applications Submitted to the Florida Department of Transportation (FDOT) Public Transportation Emergency Relief Program for Resilience Projects Pg 126  
-Attachments  
- E.  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 135
- F.  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 138  
-Attachments 
- G.  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 153
- H.  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 156  
-Attachments  
- I.  Authorization to Amend the No Show Policy for Paratransit and Neighborlink Services Pg 161  
-Attachments 
- J.  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 167  
-Attachments 
- K.  Authorization to Adopt FY2019 Operating and Capital Budgets Pg 176  
-Attachments   
- L.  Authorization to Enter into the FY2019 Service Funding Agreements with the Regional Funding Partners Pg 216  
-Attachments        

## 8. Committee Information Items

## 9. Other Business



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

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



LYNX  
Central Florida Regional Transportation Authority  
Oversight Committee Meeting Minutes

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

DATE: July 26, 2018

TIME: 10:30 a.m.

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Members in Attendance:

Viviana Janer, Chair, Osceola County  
Bruce McMenemey, Seminole County  
Jim Harrison, Orange County  
Pat Christiansen, Legal Counsel  
Billy Hattaway, City of Orlando  
Jo Santiago, FDOT

Staff Members in Attendance:

Edward L. Johnson, Chief Executive Officer  
Tiffany Homler-Hawkins, Chief Administrative Officer  
Bert Francis, Chief Financial Officer  
Thomas Stringer, Chief Operations Officer  
Tellis Chandler, Deputy Director of Safety  
Matt Friedman, Director of Marketing Communications  
Tomika Monterville, Director of Planning & Development  
Rose Hernandez, Executive Assistant  
Dyana Blicke, Fiscal Assistant  
Leonard Antmann, Director of Finance  
Chris Plummer, Finance Assistant  
Doug Jamison, Senior ITS Development  
Doug Robinson, Manager of Strategic Planning  
Jeff Reine, Senior Project Manager  
Kim Forbragd, Mgr. of Financial Planning and Budgets  
Louemma Cromity, Manager of Procurement

Members Absent:

Mike Shannon, Secretary FDOT  
Lee Constantine, Seminole County

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1. Call to Order

Chair Janer called the meeting to order at 10:40 a.m.



## 2. Approval of Minutes

Chair Janer asked the Committee if there was any discussion about the May 24, 2018 meeting minutes. A motion was made by Billy Hattaway and seconded by Jim Harrison. Motion carried unanimously.

## 3. Public Comments

No members of the public requested to speak.

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

Edward L. Johnson, Chief Executive Officer provided his report to the committee.

SunRail will begin their extension of Phase II in Osceola County on Monday, July 30, 2018. LYNX staff will be at the new stations assisting riders.

Mr. Johnson announced Awards and Recognitions LYNX recently received:

- The Government Technology Special District Summit, hosted by AT&T Awarded LYNX for Innovations and Technology.
- Mr. Johnson acknowledged the GIS team for receiving the ESRI Special Achievement in GIS Award for LYNX use, and promotion of GIS tools for transit on [www.golynx.com](http://www.golynx.com).

Mr. Johnson announced that Tomika Monterville, Director of Planning and Development has been selected to serve in Leadership APTA LYNX. It is a huge commitment of which he is confident Ms. Monterville will excel and represent very well.

Mr. Johnson also recognized Nicholas Atkins, one of our Mobility Service Representatives from our Mobility Management Group. Mr. Atkins is a student at UCF studying Public Administration and has won a \$5,000 scholarship from the American Public Transportation Association.

LYNX is celebrating their 25<sup>th</sup> Anniversary. The Marketing and Communications team has brought a lot of creativity to help motivate the community and market the services we provide to the community.

Mr. Johnson stated that due to conflicts on the Board members calendar, we will have to condense the Board meeting and therefore, recommended changes to the Board agenda. Mr. Johnson requested that we eliminate the Recognition Items.



Mr. Johnson also proposed postponing the following **RFP's** under Consent on the Board Agenda:

7.a.i. RFP to Procure Professional Recruitment Search Services, Mr. Johnson explained that this is to assist us in filling hard to fill positions.

7.a.ii RFP to Procure Information for Bike and Scooter Share at Major Transfer Points along LYNX' Transit Alignments.

Mr. Johnson indicated that a correction needed to be made on Consent Agenda Item:

7.a.iii, on the 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. The correct amount is \$300,000, not one million.

Mr. Johnson **continued to review the items on the Board of Director's Agenda and provided** a brief explanation of each of the items from the Request for Proposals, Awards Contracts. Extension of Contracts and Miscellaneous. At the conclusion, he asked the committee if they had any questions.

Mr. Johnson reviewed the items on the agenda under the Award Contracts:

8.a., Authorization to Approve the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Year Ended September 30, 2017, he stated that Ron Conrad from Cherry Bekaert will provide an update on our Audit of which there were 2 findings. It was requested from the Finance Committee that we put a policy in place for our Information Technology Security System, of which this one has already been resolved.

8.b., Authorization to Amend the FY2018 Operating and Capital Budgets. In the sake of time, all have been briefed and a detail presentation will not be done during the Board meeting.

Under Work Session:

9.a. Discussion on Legal Services Request for Proposal Evaluation. Mr. Johnson stated that staff gave an update in the March Board meeting on where we were with our legal services solicitation and the board members directed LYNX to reform the committee as well as have a third party to help lead the discussions in determining and making a recommendation on how LYNX should move forward with its Legal Services. Ty Jackson of Gray Robinson, will provide an update on his discussions with the committee.



9.b. The 2019 Preliminary Operating Capital Budget. LYNX has begun briefing the funding partners. He asked if there were any questions on the final items.

Jim Harrison asked if LYNX was expecting an action on the Legal Service Evaluation and Mr. Johnson responded that based on the recommendation that Ty Jackson provides, we may request to cancel the current RFP that is still active and request permission to release the new solicitation and ask the board to extend the contracts with Akerman and Baker Hosteller for another year.

Mr. Harrison confirmed that Ty Jackson of Gray Robinson will make the recommendation, and will require a request for a motion.

## 5. Finance & Audit Committee Report

Bert Francis, Chief Financial Officer, provided a Finance and Audit report of their last meeting of Thursday, July 19, 2108. He stated there was a lengthy discussion on Fuel Hedging, a very important item to the board and committee. They discussed strategies on how to purchase fuel moving forward, and an update will be provided at the next meeting.

Mr. Francis provided an update on the 3<sup>rd</sup> quarter financial reports, and stated that the fixed routes are doing well, however, the Paratransit is lagging below budget driven by the increase in number of trips we are seeing, and the rates from our vendors are charging. LYNX will be meeting with vendors to address these issues.

The Finance and Audit Committee reviewed several items and recommended these items to come forward to this Oversight Committee meeting and to the board. The proposed 2019 Capital Budget (item 6E). Support the 2<sup>nd</sup> option year of the contract with Enterprise Leasing for Vanpool program and release of RFP to procure consultants and services for the autonomous vehicle specific to the LYMMO and BRT situation. The committee supported the application for grants for the local program administrative support with MetroPlan.

## 6. Committee Discussion Items:

- A. Paratransit Update: Selita Stubbs, Acting Deputy Director of Mobility Services presented an update. Ms. Stubbs reviewed the Access LYNX Ridership from October 2017 to June 2018. She expressed that Lyft was added in February and that LYNX is currently in negotiations with others to provide this service. The average cost per trip is mainly reflecting MV Transportation. There was a concern with the April and May numbers, and is being discussed and the results will be brought back at a later date. The taxi program is consistent with the cost and a



**steady increase. LYNX will be transitioning more with the new TNC's. The** on time performance for MV Transportation, has increased since we have other modes to take load off of the system. On the call hold times, MV staff has merged with **LYNX's call center for a unified call center that occurred in October. Prior to** October, LYNX was taking calls for fixed route system only, with the newly combined system, LYNX now takes reservations for fixed route, NeighborLink and Access Lynx. The number of calls have increased. Three new Customer Service Representatives have been hired, the Customer Relations coordinator position is still vacant.

- B. Selita Stubbs, Acting Deputy Director of Mobility Services provided a presentation on Transportation Disadvantage. Ms. Stubbs stated that two suggestions were made from the audit that took place from June 1, 2016 through June 30, 2017:

- 1) To provide documentation to support current Rate Model and the annual operating report.
- 2) To develop a cost allocation plan.

There was one finding that LYNX had, which was due to incorrect billing. Two ADA riders were billed to the TD Grant source incorrectly. LYNX will need to find a way to make sure the passenger status does not change in the middle of a cycle to avoid billing from the wrong accounts.

- C. Mathew Friedman, Director of Marketing Communications provided a presentation on Vanpool. There are currently 146 vehicles on the commuter program. The monthly cost ranges from \$490-\$560.00 divided up amongst the group in the van. LYNX provides vehicles to groups such as Osceola Council on Aging for \$690 a month if they take insurance, \$525 without insurance. There are currently 36 of these programs now. LYNX started at 67 with the new contract in 2014, we are at 103 a total of 182 and we grow 7-10 per month as we add more vehicles to the program. The Program produced 1 million in revenue this past year with expenses under \$890,000. LYNX is seeking to add another 28 vehicles of which 12 are for expansion. This will help reduce the age of the fleet.
- D. Doug Jamison, Senior. ITS Director, provided a presentation on Autonomous Vehicles. Mr. Jamison explained the levels of automation and explained LYNX is looking at exploring level 3 or higher without eliminating a LYNX employer. This is in line with what the Federal Transit Administration is doing with the strategic transit automation research program (STAR). LYNX is working with MetroPlan Orlando, City of Orlando and FDOT. We released a request for information asking vendors to let us know what we should think of going into this program and the responses have been reviewed. The committee decided to move forward requesting authorization to release a request for proposal to get consultant



services to help us define this program. This item is on the Board agenda under item 7 c.

Chair Janer confirmed that the \$300,000 is to create the RFP for the vendor.

E. FY2019 Proposed Capital Budget, Bert Francis

Mr. Francis stated that the committee had already heard the presentation on the Preliminary FY19 Operating Budget, and this one is on the capital side.

Our budget assumptions are to enhance our facilities, our fare collection equipment to include the fleet of all service modes, not just fixed route. This will include paratransit and the vanpool program. LYNX wants to continue to enhance the passenger amenities program, shelters and super stops currently out there. The security surveillance systems are in need of upgrades (funds have been allocated for those projects). LYNX wants to continue to expand their technological **improvements. Last year's budget was about 63 million dollars,** the FY19 preliminary is about 101 million. The \$50 million dollars is not excess money, a lot of that is rolled over that was not used **and we're putting it in to FY19. We only** project to use about 14 or 15 in FY18. The timing of some of the vehicles have been slow, so it will be in FY19. That is what we are looking at budget to budget. The BRT some of those funds will roll forward to complete those projects in FY19. The facilities include items such as: LOC expansion where we purchased the property, we have not enhanced that property and need to get out of the facility we are using. The bus wash will be in place by FY19 a lot of things in line for the 10 million dollars that will roll over from FY18 to FY19.

Passenger amenities includes the super stops, the Pine Hills super stop, all the shelter programs for shelter enhancement and new shelters that LYNX will be doing. The Superstop enhancements as well as the small ones at the Florida Mall, Rosemont, and the Apopka SuperStop. The projects not completed in FY18 will roll over to FY19. The security line includes the security cameras and equipment at the super stops that are in need of upgrades to correct this system. This will be completed by FY19. The support equipment is everything from Mobile ticketing and fare box, payment system, to validators on the buses. The technology includes the real time location tracking system, replacement hardware that we use to operate fixed route system as well as software items are included in technology.

Support vehicles are vehicles used around the yards to get around. The larger items are the revenue vehicles. LYNX is looking at buying articulated buses in FY19 about \$50 million goes to buses alone. This include neighbor link and transit vehicles, the replacement and upgrades of those. There are also funds for the replacement and the expansion of the vanpool program. About 98% of this is



funded by Federal Grant money and funds not used in FY18 are moved to FY19. Some funds are from the state and the local \$2 Capital is a little but helps to the equation. This will be updated as the actuals happen yearly. The board action is on September 27<sup>th</sup> for the budget to start on October 1, 2018.

Commissioner Janer asked regarding revenue vehicles, and the purchasing of the articulated buses. She was aware that the articulated buses did very well on the high passenger counts, in Osceola County. There were only two that could use an articulated bus. Commissioner Janer asked what LYNX was doing to replace the regular buses. Mr. Francis stated that we assess the needs, the articulated buses appear to be more than just a standard 40 Ft. buses. This is focused more on 15-16 this year and 15 or 16 next year. They run about \$1 million dollars each. Commissioner Janer asked if we had any funds in the Capital budget for the replacement of regular buses.

Mr. Francis stated that funds were allocated to replace the 40 footers.

Commissioner Janer requested he share the numbers with the committee and the rest of the board members.

Jim Harrison confirmed that the federal funding was a roll over each year and asked if that could create a problem?

Mr. Francis replied that we can roll over year to year but funds are required to be spent.

Mr. Johnson explained that the way Federal Transit Administration works is that when we receive a grant, and we submit a grant for a particular project, we can change the line items from one project to another, it is three years plus one, but after the 4<sup>th</sup> year whatever you have in the system stays the same. If you go beyond the 4<sup>th</sup> year, FTA will start questioning why the funds have not been spent.

Chair Janer asked what year we were on with those funds. She said this had been presented once before when it was brought forward with the age of the vehicles and they should have been retired a long time ago and LYNX had not purchased any new vehicles, etc. This is a cause for concern and would like to know how we are doing on our timing? Both Mr. Johnson and Mr. Francis stated that the timing was pretty good, but would provide her with an update.

Chair Janer said she noticed that the amount of state funding for our Capital went down from last year by over \$300,000 and this is a significant decrease when **you're only getting \$1 million**. Chair Janer asked if LYNX was aware of the decrease in the budget from the state and what was the reason.



Mr. Francis clarified **that the funding didn't go down**, but it was allocated in the incorrect spot.

## 7. Committee Action Items

- A. Authorization to Exercise the Second Option Year of Contract #14-C28 to Enterprise Leasing Company of Orlando, LLC for Vanpool Support, presented by Matthew Friedman, Director of Marketing Communications.

Jim Harrison moved to approve, Billy Hattaway seconded. The motion passed unanimously.

- B. Authorization to Allow for the Additional Funding to WSP, Inc. for the Design and Engineering of the Pine Hills Bus Transfer Center. Jeff Reine, Senior Project Manager said that they have been working with the partners at the county and FDOT. At the end of June they completed the conceptual design of the transfer center and moving forward for final design and engineering. The particular board item is to allow us to move forward with final design with WSP.

Jim Harrison moved to approve, Billy Hattaway seconded. The motion passed unanimously.

- C. Authorization to Release a Request for Proposal (RFP) to Procure Consultant Services for Autonomous Vehicles for the BRT/LYMMO Routes, presented by Doug Jamison.

Billy Hattaway moved to approve, Jim Harrison seconded. The motion passed unanimously.

- D. Authorization to Award a Contract to Cummins Sales and Service for the Procurement of Remanufactured Cummins Engines for a Total Not-To-Exceed amount of \$264,580.00 for a Period of One (1) Year. James Fetzer was available for questions.

Billy Hattaway moved to approve, Bruce **McMenemey, Seminole Deputy County Manager** (standing in for Commissioner Constantine) seconded. The motion passed unanimously.

## 8. Other Business:

No other business was brought to the table.



The meeting adjourned at 11:36 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the July 26, 2018 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

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Assistant



# LYNX Oversight mmittee Agenda

## Oversight Committee Agenda Item #6.A.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Update on Transit Asset Management (TAM) Plan

**Date:** 9/27/2018

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### Executive Summary

LYNX provides a wide range of public transportation services to the Orlando Metropolitan area, and has been working diligently since the passage of 49 CFR part 625 to develop a Transit Asset Management (TAM) Plan based on performance measures that support the agency's operating vision and dedication to the community.

LYNX's asset management policy consists of four basic principles: safety, reliability, preservation first, and environmental sustainability. Through application of these four principles and use of data-driven analyses, LYNX will continuously improve its asset management practices and achieve its strategic goals. LYNX has developed a TAM Plan that documents the current State of Good Repair (SGR) of its assets as a baseline.

### Transit Asset Management Plan Purpose

The Transit Asset Management (TAM) Plan covers the period from October 2018 to October 2022. The TAM Plan was developed to guide LYNX's asset management activities to enhance safety, reduce maintenance costs, increase reliability, and improve performance. It was also developed to fulfill the requirements of the Federal Transit Administration (FTA) Transit Asset Management Rule, 49 Code of Federal Regulations [CFR] Parts 625 and 630.

### Transit Asset Management (TAM) Plan and State of Good Repair (SGR) Policy

This Transit Asset Management (TAM) Plan and the State of Good Repair (SGR) Policy is the systemwide direction regarding expectations for transit asset management and a strategy that supports the implementation of the policy. This policy is intended to document LYNX's commitment to achieving and maintaining the agency's capital assets in a state of good repair,



# LYNX Oversight Committee Agenda

and to set forth LYNX's priorities and objectives, which will guide the agency's efforts and provide a benchmark for evaluation.

The four principles of the TAM and SGR Policy are safety, reliability, preservation first, and environmental sustainability.

Safety is the agency's first core value and one that underlies the agency's other values, priorities, and goals. LYNX, therefore, adopts reliability as the second principle of its TAM Policy

LYNX adheres to the definition of SGR described in 49 CFR 625.41. Assets are in a SGR when they are able to perform their intended functions without posing an unacceptable safety risk; the assets' life cycle investment needs have been met or recovered; and the assets have not exceeded their ULBs.

LYNX recognizes the links between safety, reliability, and SGR. The LYNX 2018 Transit Development Plan (TDP) demonstrates the agency's commitment to "explore and implement appropriate technologies and service delivery models to improve reliability and experience of transportation systems," "maintain system in state of good repair," and "enhance system reliability." The TDP specifically calls for maintenance of "an up-to-date TAM Plan to ensure all capital assets remain within state of good repair to service LYNX customers with high quality services and facilities."





# Transit Asset Management Plan for Central Florida Regional Transportation Authority (d.b.a. LYNX)

Draft Report

September 2018







Quality information

Prepared by	Checked by	Verified by	Approved by
Viktor Zhong, Stephanie Amoaning-Yankson	Scott Baker	Robert Peskin	Richard Sparer

Revision History

Revision	Revision Date	Details	Authorized	Name	Position

Distribution List

# Hard Copies	PDF Required	Association / Company Name



**Prepared for:**

The Central Florida Regional Transportation Authority (d.b.a. LYNX)

**Through the services of:**

AECOM  
150 N. Orange Avenue  
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DRAFT



## Table of Contents

<b>Acronyms and Abbreviations.....</b>	<b>iv</b>
<b>Executive Summary .....</b>	<b>ES-1</b>
<b>1 Introduction .....</b>	<b>1-1</b>
1.1 Overview of LYNX .....	1-1
1.2 Transit Asset Management Plan Purpose .....	1-1
1.3 Transit Asset Management Plan Organization .....	1-1
<b>2 Inventory of Capital Assets .....</b>	<b>2-1</b>
2.1 Introduction.....	2-1
2.2 Asset Inventory Data Assembly .....	2-1
2.3 Summary of Asset Inventory .....	2-2
<b>3 Assessment of Asset Condition.....</b>	<b>3-1</b>
3.1 Introduction.....	3-1
3.2 Condition of LYNX Assets .....	3-1
3.3 FTA Performance Measures and Targets.....	3-1
3.3.1 Summary of Revenue Vehicle (Rolling Stock) Condition .....	3-3
3.3.2 Summary of Equipment Condition.....	3-4
3.3.3 Summary of Facility Condition.....	3-5
3.3.4 Summary of Infrastructure Condition .....	3-5
<b>4 Decision Support Tool .....</b>	<b>4-1</b>
4.1 Introduction.....	4-1
4.2 SGR Analysis Process and Methodology.....	4-1
4.3 TERM Lite Output.....	4-2
4.3.1 SGR Backlog .....	4-2
4.3.2 20-Year SGR Need .....	4-5
<b>5 Investment Prioritization.....</b>	<b>5-1</b>
5.1 Introduction.....	5-1
5.2 Capital Funding Constraints.....	5-1
5.3 Prioritization Process .....	5-2
5.4 Investment Prioritization .....	5-2
5.4.1 20-Year SGR Spending.....	5-2
5.4.2 20-Year SGR Backlog .....	5-3
5.4.3 20-Year Condition Assessments.....	5-4
<b>6 TAM and SGR Policy .....</b>	<b>6-1</b>
6.1 LYNX's Vision, Mission, Core Values, and Strategic Goals .....	6-1
6.2 TAM and SGR Policy .....	6-1
<b>7 Implementation Strategy.....</b>	<b>7-1</b>
7.1 Governance.....	7-1
7.2 Accountability .....	7-1
7.3 Key Changes in Assets.....	7-2
7.4 Asset Information Strategy .....	7-3
7.5 Implementation Timeline.....	7-3
7.6 Challenges .....	7-4
7.6.1 Funding.....	7-4
7.6.2 Human Resources .....	7-4



<b>8</b>	<b>List of Key Annual Activities .....</b>	<b>8-1</b>
<b>9</b>	<b>Identification of Resources .....</b>	<b>9-1</b>
9.1	Funding .....	9-1
9.2	Human Resources .....	9-2
<b>10</b>	<b>Evaluation Plan .....</b>	<b>10-1</b>
10.1	TAM Plan Evaluation and Update Frequency .....	10-1
10.2	TAM Plan Evaluation .....	10-1
10.2.1	TAM Rule Required Performance Target Setting and Reporting .....	10-1
10.2.2	Progress of Planned Asset Management Activities .....	10-1
10.3	TAM Plan Update .....	10-1
10.3.1	Alignment of TAM Policy with Agency-Wide Strategic Plan .....	10-1
10.3.2	Update Asset Inventory and Condition .....	10-2
10.3.3	Evaluation of Funding Level and Investment Priorities .....	10-2
10.3.4	Update List of Key Annual Activities .....	10-2
10.3.5	Formulate New Implementation Strategy .....	10-2

## Figures

Figure 2-1:	Replacement Value by Asset Category (Millions of 2018\$).....	2-2
Figure 4-1:	SGR Analysis Process .....	4-1
Figure 4-2:	Current SGR Backlog by Asset Category (Millions of 2018\$) .....	4-3
Figure 4-3:	20-Year SGR Need by Asset Category (Millions of 2018\$).....	4-5
Figure 4-4:	20-Year SGR Needs by Asset Category by Year .....	4-7
Figure 4-5:	Summary of Annual Unconstrained SGR Needs – Vehicles (2018\$).....	4-8
Figure 4-6:	Summary of Annual Unconstrained SGR Needs – Non-Vehicles .....	4-8
Figure 5-1:	20-Year SGR Spending, Unconstrained and Average Annual Funding Scenarios .....	5-2
Figure 5-2:	20-Year SGR Spending, 50% and 80% of Annual SGR Needs .....	5-3
Figure 5-3:	Change in the Backlog by Asset Category, Unconstrained and Average Annual Funding Scenarios .....	5-4
Figure 5-4:	Change in the Backlog by Asset Category, 50% and 80% Annual SGR Needs .....	5-4
Figure 5-5:	Average TERM Lite Condition Score by Asset Category, Unconstrained and Average Annual Funding Scenarios .....	5-5
Figure 5-6:	Average TERM Lite Condition Score by Asset Category, 50% and 80% Annual SGR Need.....	5-5
Figure 7-1:	LYNX Organizational Chart with Asset Management Team Indicated .....	7-2

## Tables

Table 2-1:	Snapshot of LYNX's Inventory .....	2-2
Table 2-2:	Replacement Value by Detailed Asset Type.....	2-3
Table 3-1:	Estimated LYNX Asset Replacement Costs (2018 Dollars).....	3-1
Table 3-2:	FTA TAM Performance Measures .....	3-2
Table 3-3:	Summary of Revenue Vehicle (Rolling Stock) Condition Breakdown .....	3-3
Table 3-4:	Summary of Non-Revenue (Equipment) Vehicle Condition.....	3-4
Table 3-5:	Summary of Facility Condition .....	3-5
Table 3-6:	Summary of Infrastructure Condition .....	3-5
Table 4-1:	Snapshot of LYNX's Current Backlog .....	4-2



Table 4-2: Current SGR Backlog by Detailed Asset Type .....	4-3
Table 4-3: Snapshot of LYNX's 20-Year Needs .....	4-5
Table 4-4: 20-Year SGR Need by Detailed Asset Type .....	4-6
Table 5-1: Historic Annual Investment in Capital Replacements and Renewals .....	5-1
Table 5-2: Total 4-Year (2019-2022) Spending by Category for the Four Funding Scenarios (2018\$).....	5-3
Table 7-1: TAM Plan Implementation Timeline.....	7-4
Table 9-1: FY2019 Preliminary Capital Budget Contributions .....	9-1
Table 9-2: Projected Capital Funding and Shortfall FY2018 to FY2027 .....	9-1

## Appendices

- Appendix A: Condition Assessment
- Appendix B: Condition Rating Definitions by Vehicle Type
- Appendix C: SGR Analysis Methodology
- Appendix D: Investment Prioritization Process
- Appendix E: Investment Prioritization Charts Based on Application of TERM Lite



## Acronyms and Abbreviations

ADA	Americans with Disabilities Act
CCTV	Closed-Circuit Television
CFRTA	Central Florida Regional Transit Authority
CEO	Chief Executive Officer
CNG	Compressed Natural Gas
d.b.a.	doing business as
ERP	Enterprise Resource Planning
FDOT	Florida Department of Transportation
FTA	Federal Transit Administration
FY	Fiscal Year
HVAC	Heating, Ventilation, and Air-Conditioning
IT	Information Technology
LOC	LYNX Operations Center
O&M	Operations and Maintenance
OSOTA	Orange-Seminole-Osceola Transportation Authority
SGR	State of Good Repair
Southern Operations Facility	LYNX Southern Operations, Maintenance, and Transportation Training Center
TAM	Transit Asset Management
TAP	Transit Access Pass
TDP	Transit Development Plan
TERM	Transit Economic Requirements Model
ULB	Useful Life Benchmark



## Executive Summary

The Transit Asset Management (TAM) Rule is a set of federal (49 Code of Federal Regulations [CFR] part 625) regulations that sets out minimum asset management practices to guide transit providers on how to manage capital assets and prioritize funding to improve or maintain assets in a state of good repair (SGR). Requiring agencies to develop TAM Plans and set performance targets will lower long-term maintenance costs for each individual transit agency and ultimately decrease the national budget dedicated to repair or replacement of public transportation assets.

A TAM Plan tracks system performance and conditions that will be used to develop strategies for efficiently managing assets for a SGR in addition to maintaining funding eligibility. As outlined in the TAM Final Rule, each fiscal year (FY) that a transit agency receives or provides federal assistance to any public transportation operator, the agency is required to report information on the condition of its public transportation assets as provided in Federal Transit Administration (FTA) regulations, "Transit Asset Management; National Transit Database," 49 CFR parts 625 and 630.

LYNX is considered a Tier I agency since it operates more than 101 vehicles and therefore must develop its own TAM Plan, which includes these nine elements: (1) Inventory of Capital Assets, (2) Condition Assessment, (3) Decision Support Tools, (4) Investment Prioritization, (5) TAM and SGR Policy, (6) Implementation Strategy, (7) List of Key Annual Activities, (8) Identification of Resources, and (9) Evaluation Plan.

LYNX provides a wide range of public transportation services to the Orlando Metropolitan area, and has been working diligently since the passage of 49 CFR part 625 to develop a TAM Plan based on performance measures that support the agency's operating vision and dedication to the community.

The TAM Plan provides a comprehensive picture of LYNX's current capital assets, LYNX's asset management policy, and a detailed plan of asset management activities within the TAM Plan horizon. This Executive Summary highlights the LYNX TAM Plan covering the period from October 2018 to October 2022.

## TAM and SGR Policy

LYNX's asset management policy consists of four basic principles: safety, reliability, preservation first, and environmental sustainability.

Safety is the agency's first core value, and one that underlies the agency's other values, priorities, and goals. LYNX therefore adopts safety as the primary principle of its TAM Policy. With its dedication to customer service, LYNX adopts reliability as the second principle of its TAM Policy.

LYNX adheres to the definition of a SGR described in 49 CFR 625.41. Assets are in a SGR when they are able to perform their intended functions without posing an unacceptable safety risk; when the assets' life cycle investment needs have been met or recovered; and when the assets have not exceeded their Useful Life Benchmarks.

LYNX recognizes the links between safety, reliability, and SGR. The LYNX 2018 Transit Development Plan (TDP) demonstrates the agency's commitment to "explore and implement appropriate technologies and service delivery models to improve reliability and experience of transportation systems," to "maintain [the] system in [a] state of good repair," and to "enhance system reliability." The TDP specifically calls for maintenance of "an up-to-date TAM Plan to ensure all capital assets remain within [a] state of good repair to service LYNX customers with high-quality services and facilities."



LYNX recognizes the need for the Accountable Executive to balance operations and maintenance expenditures with the capital renewal expenditures to meet the goal of minimizing life cycle costs. LYNX further recognizes the need to balance minimizing assets' life cycle costs with safety, expansion, and service improvement needs and prudent fare policies in carrying out the agency's responsibilities. LYNX acknowledges the fiscal constraints that require such a balance.

Preservation first is therefore the third principle of LYNX's TAM and SGR Policy. LYNX will optimize in a manner that achieves and, wherever practicable, extends an asset's useful life, and will not defer maintenance or renewal at the expense of future safety, reliability, or fiscal resources.

LYNX has a strong commitment to the environment and quality of life. Sustainability is a theme embedded in LYNX's vision, mission, core values, and strategic goals. The agency's strategic plan calls for increasing environmentally friendly business practices, including, specifically, the expanding the use of alternative fuel vehicles and expanding bicycle parking and storage capacity at LYNX facilities and on its vehicles. Environmental sustainability is the fourth principle of LYNX's TAM and SGR Policy.

Through application of these four principles, and by using data-driven analyses, LYNX will continuously improve its asset management practices and achieve the agency's strategic goals.

### **Asset Inventory and Condition**

In 2015, an asset inventory and asset condition assessment for all LYNX's facilities, including Super Stops and the transfer center, was completed. This was followed in 2017, with an inspection of a representative sample of all revenue and non-revenue vehicles that were in the fleet. A SGR analysis and report were completed for both vehicles and facilities, and were accepted by LYNX in October 2017.

The LYNX asset inventory consists of 1,113 asset line items with a total replacement value of \$270.2 million in 2018 dollars and an overall asset condition rating of 3.4 on the FTA 5 (Excellent)-to-1 (Poor) asset condition scale. The average percent of useful life remaining based on replacement value is 54.4%. Currently, LYNX has a SGR backlog of \$16.2 million in 2018 dollars; vehicles are the asset class with the greatest backlog. On average, an annual capital investment of \$24.0 million in 2018 dollars is required over the next 20 years to maintain a SGR for all assets.

### **Planned Activities and Implementation Strategy**

Implementation of the TAM Plan will be led by the LYNX Asset Management Team, which is a task force composed of LYNX senior managers with direct or supporting responsibilities in asset management. The Chief Executive Officer (CEO) is the Accountable Executive, who is ultimately responsible for the development and implementation of the TAM Plan. The CEO designated the Deputy Director of Facilities to be the Asset Manager who oversees and coordinates the development and implementation of the TAM Plan. The other Asset Management Team members will lead the asset management activities in their respective functional areas. LYNX will provide continuous training to its employees so that its workforce will stay up-to-date with the evolving technologies. LYNX will recruit additional administrative staff as necessary.

The LYNX 2018 TDP projects that the 10-year total capital needs will be \$673.8 million for the period from FY2018 to FY2027. However, the total capital revenue is projected to be \$506.4 million. This would result in a 10-year shortfall of \$167.4 million.



LYNX will need to identify and secure additional capital funding to meet the projected backlog of needs. LYNX has been looking for other sources of funding, such as discretionary federal grants. Also, LYNX is discussing how to build support for a dedicated source of transit funding with regional partners.

Within the TAM Plan horizon, LYNX will perform the planned preventive maintenance and implement the scheduled asset renewal and replacement projects. LYNX has planned to implement the following major capital projects:

- Parking Lot and Modular Facility for LYNX Paratransit Operations (LOC Expansion)
- LYNX Southern Operations, Maintenance, and Transportation Training Center (Southern Operations Facility)
- Pine Hill Transfer Center
- Purchase of Compressed Natural Gas (CNG) Buses
- Bus Stop Improvement Program
- Information technology system upgrades (including an automated fuel and mileage tracking tool, expansion of VUEWorks to address all facilities maintenance, and new enterprise resource planning software)

Table ES-1 shows an implementation timeline for the major planned capital projects within the TAM Plan horizon.

**Table ES-1: TAM Plan Implementation Timeline**

Calendar Year		2018	2019				2020				2021				2022			
Capital Project	Calendar Quarter	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
New Paratransit Facility (LOC Expansion)																		
Southern Operations Facility																		
Pine Hill Transfer Center																		
Purchase of Compressed Natural Gas (CNG) Buses																		
Bus Stop Consolidation and Improvements																		
Implement Automated Fuel & Mileage Tracking Tool																		
Expand VUEWorks to All Facility Maintenance																		
Acquire New Enterprise Resource Planning Software																		

## Evaluation Plan

LYNX will evaluate its implementation of the TAM Plan on an annual basis and update the TAM Plan every 3 years. The annual TAM Plan evaluation process has two components: (1) performance target setting and reporting, as required by the TAM Rule, and (2) measuring the progress of planned asset management activities. The TAM Plan updating process involves a more thorough evaluation of the plan that covers all aspects of the plan, including TAM and SGR Policy, asset inventory and conditions, funding and investment prioritization, in addition to the scope of the annual evaluation.



# 1 Introduction

## 1.1 Overview of LYNX

The Central Florida Regional Transportation Authority (CFRTA), doing business as (d.b.a.) LYNX, provides public transportation services to the general public in the Orlando, Florida, metropolitan area, which includes Orange, Seminole, and Osceola Counties. LYNX also offers some out-of-county flexible and fixed-route services to Polk County. LYNX provides alternative transportation services in the form of fixed-route bus services, bus rapid transit, neighborhood circulators, paratransit services, and vanpool services.

## 1.2 Transit Asset Management Plan Purpose

The Transit Asset Management (TAM) Plan covers the period from October 2018 to October 2022. The TAM Plan was developed to guide LYNX's asset management activities to enhance safety, reduce maintenance costs, increase reliability, and improve performance. It was also developed to fulfill the requirements of the Federal Transit Administration (FTA) Transit Asset Management Rule, 49 Code of Federal Regulations [CFR] Parts 625 and 630.

## 1.3 Transit Asset Management Plan Organization

The TAM Plan provides a comprehensive picture of LYNX's current capital assets and a detailed plan of asset management activities within the TAM Plan horizon. The TAM Plan is structured as follows:

- **Section 2 Inventory of Capital Assets:** This section documents the LYNX asset inventory, which includes the physical assets that LYNX owns. LYNX is responsible for funding the maintenance (in the operating budget) and renewal and replacement (in the capital program) of these assets.
- **Section 3 Assessment of Asset Condition:** This section describes the process for assessing the condition of assets in the LYNX asset inventory.
- **Section 4 Decision Support Tool:** This section describes the application of the decision support tool, an analytical process applied to examine the infrastructure renewal requirements of LYNX and to support the prioritization of assets.
- **Section 5 Investment Prioritization:** This section summarizes the application of the decision support tool with a capital funding constraint and the identification of projects to be funded in the near term in the LYNX capital program.
- **Section 6 TAM and SGR Policy:** This section addresses the LYNX TAM and State of Good Repair (SGR) Policy, which is the systemwide direction regarding expectations for transit asset management and a strategy that supports the implementation of the policy.
- **Section 7 Implementation Strategy:** This section lays out LYNX's strategy to achieve its TAM goals and policy.
- **Section 8 List of Key Annual Activities:** This section describes the key annual activities needed to implement the TAM Plan.
- **Section 9 Identification of Resources:** This section is a summary of the financial and human resources that LYNX needs to develop and carry out this TAM Plan.
- **Section 10 Evaluation Plan:** This section describes how LYNX will monitor, evaluate, and update the TAM Plan and related business practices.



## 2 Inventory of Capital Assets

### 2.1 Introduction

The LYNX asset inventory includes the physical assets that LYNX owns, and LYNX is responsible for funding the maintenance (in the operating budget) and renewal and replacement of these assets (in the capital program). The asset inventory is the foundation of the TAM Plan.

Section 2.2 describes the assembly of the asset inventory.

Section 2.3 summarizes the replacement value of the asset inventory by asset class

### 2.2 Asset Inventory Data Assembly

Data assembly included the following activities:

- **Assessed data readily available:** Established information from the existing Capital Asset/Condition Assessment as a baseline and identified the data available in Microsoft Excel and database formats in order to evaluate the existing format and how it conformed to the desired asset classification needs. Information reviewed included the existing building and capital equipment inventories, super stops and passenger amenities inventories, revenue and non-revenue vehicle inventories.
- **Interviewed LYNX staff:** This included a discussion of previous studies and inventories undertaken. Key staff interviews were used to capture personal knowledge of assets and technical study information. Key field personnel, including the Maintenance Manager and Building Supervisors, were also interviewed to help identify the status of LYNX assets, day-to-day issues, and problem areas.
- **Identified missing and/or outdated information:** Identified inventory and condition information documented by field inspection.
- **Conducted field data collection:** Once the existing data were collected and missing data identified, additional field visits or information requests to LYNX staff were initiated to collect the missing data.

The following base level of detail was applied in identifying components of the asset inventory

- **Asset Type:** First-level category for classifying an Asset Type or group of assets.
- **Asset Group:** Next level to break out individual groups of an asset type.
- **Asset Name:** Unique descriptor to identify an Asset Name or for a section of a linear asset. This information varied depending on the level of detail proposed.
- **Renewal Actions:** A description of significant maintenance activities that are required to maintain the useful life of a particular asset.

An example of the application of the above is the following typical asset line item:

- Asset Type: Stations
- Asset Group: Structure
- Asset Name: Roof
- Renewal Actions: re-coating

Special attention was applied to determining the service year (year of construction or acquisition) and unit replacement cost, as this information is typically difficult to obtain. LYNX



and the project team made informed assumptions about the service year if the information was not available from LYNX records or knowledgeable LYNX staff.

## 2.3 Summary of Asset Inventory

This section provides a summary of the asset inventory applied in the SGR analysis. Table 2-1: is a snapshot of the LYNX asset inventory as applied in this analysis.

**Table 2-1: Snapshot of LYNX's Inventory**

Measure	Value
Number of asset line items	1,113
Total replacement value (2018\$)	\$ 270.2 M
Average age of asset (by replacement value)	7.9 years
Average % of useful life remaining (by replacement value)	54.4%

The asset inventory's 1,113 line items were identified through field observations and capital asset records. Note for the purposes of this analysis, vehicle line items represented entire subfleets of similar model and service year (not individual vehicles). Figure 2-1 breaks down the asset replacement value by asset category.

**Figure 2-1: Replacement Value by Asset Category (Millions of 2018\$)**

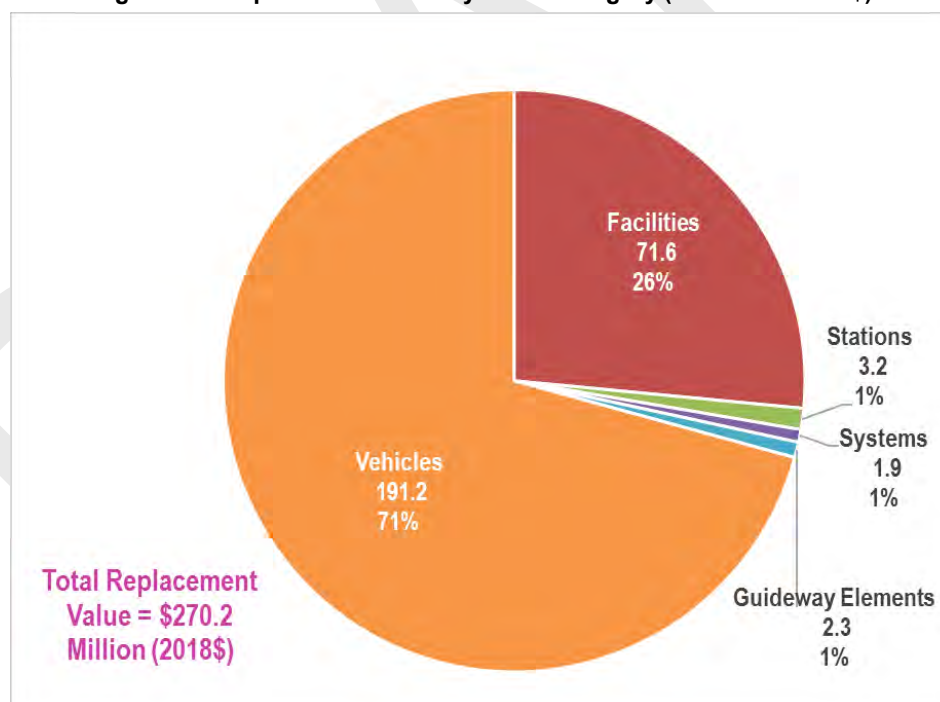


Table 2-2: summarizes the replacement value of the assets by category and subcategory. The asset type with the largest replacement value was buses, which have a replacement value of \$159.9 million—59 percent of the total. Other major asset types include facility building components, demand response vehicles, information technology (IT) equipment, maintenance equipment, and non-revenue cars.



**Table 2-2: Replacement Value by Detailed Asset Type**

Detailed Asset Type	Replacement Value (millions of 2018\$)
<b>Facilities Total</b>	<b>\$ 71.6</b>
Building components	\$51.4
Maintenance equipment	\$8.8
IT/network equipment	\$8.9
Office furniture	\$2.5
<b>Guideway Elements Total</b>	<b>\$2.3</b>
Bus guideway	2.3
<b>Stations Total</b>	<b>\$3.2</b>
Platform	\$0.8
Signage	\$0.2
Station building components	\$0.4
Bus shelters	\$1.7
Access	\$0.0
<b>Systems Total</b>	<b>\$1.9</b>
Passenger communications	\$0.0
Safety and security	\$1.5
Phone system	\$0.4
<b>Vehicles Total</b>	<b>\$191.2</b>
Buses	\$159.9
Demand response	\$27.5
Non-revenue cars	\$3.4
Other non-revenue (Special)	\$0.4

The average age of all assets considered in this analysis was 7.9 years, weighted by replacement value. This statistic was considered descriptively, as the useful lives for assets varied greatly; the average age was not necessarily indicative of the average asset condition or the overall SGR. The average percentage of useful life remaining—54.4 percent—was a better way to assess the overall SGR. These two measures considered together suggested that, overall, LYNX assets were halfway through their useful life and will require some investment in asset replacement in the near term.



### 3 Assessment of Asset Condition

#### 3.1 Introduction

- This section summarizes the condition and lays out the performance measures of LYNX assets. Appendix A provides detailed descriptions of the process for assessing the condition of vehicles, facilities, and other assets. Appendix B summarizes the condition rating descriptions by vehicle type.

#### 3.2 Condition of LYNX Assets

LYNX adopted the FTA condition rating 5 (Excellent)-to-1 (Poor) scale. A condition rating of 2.5 was considered the target for asset replacement.

Table 3-1 summarizes asset replacements costs by asset class and by SGR condition rating. The table indicates that 84.3 percent of the assets had a current condition of 3.1 or higher on the TERM scale. Based on TERM Lite condition ratings, LYNX had an overall cost-weighted asset condition of 3.4 out of 5.

**Table 3-1: Estimated LYNX Asset Replacement Costs (2018 Dollars)**

	FY 2018 Replacement Cost (thousands) Based on TERM Condition				
	5.0-4.1	4.0-3.1	3.0-2.1	2.0-1.0	Total
<b>Facilities</b>	\$46,255,047	\$12,354,311	\$9,315,598	\$3,706,848	\$71,631,804
<b>Guideway Elements*</b>	\$529,021	\$1,416,633	\$381,832	\$-	\$2,327,486
<b>Systems</b>	\$-	\$482,458	\$953,523	\$468,734	\$1,904,716
<b>Stations</b>	\$192,608	\$2,393,985	\$376,002	\$201,486	\$3,164,082
<b>Vehicles</b>	\$40,390,195.82	\$125,166,023.14	\$23,565,340.19	\$2,032,667.04	\$191,154,226.20
<b>LYNX Overall</b>	\$87,366,873.06	\$141,813,409.85	\$34,592,295.01	\$6,409,734.89	\$270,182,312.81
<b>Percent of Total</b>	<b>32.3%</b>	<b>52.5%</b>	<b>12.8%</b>	<b>2.4%</b>	<b>100.0%</b>

\*Non-rail fixed guideway assets

#### 3.3 FTA Performance Measures and Targets

The FTA Final Rule establishes SGR performance measures for capital assets and requires performance targets to be set for each of these measures. The underlying purpose of the performance measures is to determine to what extent the asset is (or is not) in a state of good repair. The FTA Final Rule at 625.41 states that “A capital asset is in a state of good repair if it meets the following objective standards —

- the asset is able to perform its desired function;
- the use of the asset in its current condition does not pose an identified unacceptable safety risk; and
- the life-cycle investment needs of the asset have been met or recovered, including all scheduled maintenance, rehabilitation, and replacements.”

As stated in the Final Rule (49 CFR 625.43), SGR performance measures for capital assets are described as follows:



- **Rolling Stock:** The performance measure for rolling stock is the percentage of revenue vehicles within an asset class that have either met or exceeded their Useful Life Benchmark (ULB) for all assets for which there is direct capital responsibility.
- **Equipment:** (non-revenue/ service vehicles). The performance measure for non-revenue, support-service and maintenance vehicle equipment is the percentage of those vehicles that have either met or exceeded their ULB for all assets for which there is direct capital responsibility.
- **Infrastructure:** (rail fixed-guideway, track, signals, and systems). The percentage of track segments with performance restrictions for all assets for which there is direct capital responsibility. Note that the asset inventory does not include non-rail fixed guideway assets.
- **Facilities:** The performance measure for facilities is the percentage of facilities within an asset class that are rated below condition 3.0 on the Transit Economic Requirements Model (TERM) scale for which there is direct capital responsibility.

The SGR performance measures and target setting requirements are separate from the TAM Plan requirement. The FTA performance measures used in this section therefore differ from the asset classification in the rest of this TAM Plan.

Therefore, performance measures for the inventoried assets were calculated for the required asset categories. It is important to note that the FTA performance measure for infrastructure refers only to rail fixed guideway infrastructure with direct capital responsibility; it does not include non-rail fixed guideway infrastructure such as is present in the LYNX inventory. Non-rail fixed guideway infrastructure assets were included in the inventory and condition assessments, but not in the performance measure calculations.

Table 3-2 summarizes the asset vehicle performance and facility condition using the FTA TAM performance measures. The ULBs shown in the table are defined as “the expected life cycle or the acceptable period of use in service for a capital asset.” This term should be differentiated from the FTA Grant Minimum Useful Life requirement. Current performance was calculated as the total exceeding the ULB divided by the total number of assets. In the case of facilities, the number of facilities exceeding the 3.0 TERM rating was used to determine facility condition.

The equipment performance and overall asset performance shown in Table 3-2 were based on all asset classes shown in the table. However, FY2019 performance targets were shown for only those asset classes required by the FTA TAM Rule. As such, overall asset performance and category performance were based on just the required performance classes.

**Table 3-2: FTA TAM Performance Measures and FY 19 Targets**

Category	Asset Class	ULB (Yrs.)	Total Number	Rolling Stock and Equipment Total Exceeding ULB / Number of Facilities Below Condition 3.0	Current Performance	FY2019 Performance Targets
Rolling Stock	<b>Motor Bus</b>					
	Articulated Bus (AB)	15 yrs.	18	0	0.0%	0.0%
	Bus (BU)	15 yrs. (12 yrs. for <30ft)	292	0	0.0%	2.5%
	<b>Demand Response</b>					
	Automobile (AO)	7 yrs.	5	5	100.0%	75.0%
	Cutaway (CU)	7 yrs.	183	39	21.3%	17.0%
	Van (VN)	7 yrs.	30	0	0.0%	1.0%



Category	Asset Class	ULB (Yrs.)	Total Number	Rolling Stock and Equipment Total Exceeding ULB / Number of Facilities Below Condition 3.0	Current Performance	FY2019 Performance Targets
Equipment*	<b>Vanpool</b>					
	Van (VN)	7 yrs.	194	7	3.6%	2.3%
	<b>Rolling Stock Total</b>	-	<b>722</b>	<b>51</b>	<b>7.0%</b>	<b>6%</b>
	Automobiles	7 yrs.	23	4	17.4%	15.0%
	Trucks and Other Rubber Tire Vehicles	7 yrs.	80	57	71.3%	70.0%
	Special	4 yrs.	8	8	100%	n/a
	Maintenance Equipment*	17 yrs.	219	75	34%	n/a
	MIS/IT/Network Systems	5 yrs. (software) 7 yrs. or 10 yrs. (hardware)	309	182	58.9%	n/a
	Other Systems	6.8	155	24	15.5%	n/a
	<b>Equipment Total</b>	-	<b>639</b>	<b>326</b>	<b>51%</b>	<b>58.0%</b>
	<b>Facilities</b>					
	Passenger Facilities	n/a	14	0	0.0%	0.0%
	Administration and Maintenance	n/a	4	1	25.0%	23.0%
	<b>Facilities Total</b>	-	<b>18</b>	<b>1</b>	<b>5.6%</b>	<b>5.1%</b>
	<b>Grand Total</b>	-	<b>1,382</b>	<b>382</b>	<b>27.6%</b>	<b>12.7%</b>

\*Under the Equipment category, FTA requires performance measures for service vehicles only. Special vehicles include assets such as forklifts and sweepers. The Other Systems asset classes include assets such as phone systems and security cameras. For the Infrastructure category, the FTA performance measure is only required for a fixed-rail guideway. For the Central Station, the Transfer Center and Office Tower counted separately as passenger facility and administration/maintenance facility respectively.

### 3.3.1 Summary of Revenue Vehicle (Rolling Stock) Condition

There are 725 revenue vehicles were identified in the asset inventory: 310 motor buses, 218 demand response vehicles, and 194 vanpool vehicles. Table 3-3 provides a breakdown of revenue vehicle condition.

**Table 3-3: Summary of Revenue Vehicle (Rolling Stock) Condition Breakdown**

Mode/Vehicle Type	ULB (Yrs.)	Average Age (Years)	Total Quantity	Vehicles Past ULB	Average Replacement Cost (2018\$)
<b>Motor Bus</b>					
Articulated Bus (60 ft.) - Compressed Natural Gas (CNG)	15	2.0	10	0	\$ 830,000.00
Articulated Bus (60 ft.) - Hybrid	15	5.7	8	0	\$ 830,000.00
Bus (30 ft.) - Diesel	12	10.5	12	0	\$ 470,000.00
Bus (35 ft.) - Diesel	15	10.5	340	0	\$ 470,000.00
Bus (35 ft.) - Hybrid	15	5.7	25	0	\$ 545,000.00



Mode/Vehicle Type	ULB (Yrs.)	Average Age (Years)	Total Quantity	Vehicles Past ULB	Average Replacement Cost (2018\$)
Bus (40 ft.) - Diesel	15	7.6	152	0	\$ 475,000.00
Bus (40 ft.) - Hybrid	15	4.0	3	0	\$ 550,000.00
Bus (40 ft.) - CNG	15	2.5	60	0	\$ 550,000.00
<b>Subtotal</b>	-	<b>7.0</b>	<b>310</b>	<b>0</b>	<b>\$ 515,661.29</b>
<b>Demand Response</b>					
Automobile	7	7.0	5	5	\$ 27,926.02
Heavy-Duty Van	7	3.0	5	0	\$ 161,320.81
Light-Duty Van	7	3.0	30	0	\$ 27,926.02
Medium-Duty Van	7	5.3	178	39	\$ 95,666.33
<b>Subtotal</b>	-	<b>4.5</b>	<b>218</b>	<b>44</b>	<b>\$ 86,296.43</b>
<b>Vanpool</b>					
Automobile	7	3.3	100	0	\$ 27,926.02
Heavy-Duty Van	7	6.3	74	7	\$ 102,395.41
Light-Duty Van	7	6.0	1	0	\$ 27,926.02
Medium-Duty Van	7	3.0	19	0	\$ 27,436.09
<b>Subtotal</b>	-	<b>5.1</b>	<b>194</b>	<b>7</b>	<b>\$ 56,283.89</b>
<b>Grand Total</b>	-	<b>5.7</b>	<b>722</b>	<b>51</b>	<b>\$ 259,471.93</b>

### 3.3.2 Summary of Equipment Condition

Of the 794 equipment assets in the inventory, there are 103 service vehicles, 8 special vehicles (e.g., forklifts, golf carts, and sweepers), 219 maintenance equipment assets, 309 (computer hardware/software) assets, and 155 other systems assets (e.g., closed-circuit television (CCTV) and phone systems).

It should be noted that the FTA performance measure for the equipment category applies only to service vehicles.

**Table 3-4: Summary of Non-Revenue (Equipment) Vehicle Condition**

Equipment Type	ULB (Yrs.)	Average Age (Yrs.)	Total Quantity	Total Past ULB	Average Replacement Cost (2018\$)
Automobile (AO)	7	6.1	23	4	\$ 28,105.90
Special	4	15.6	8	8	\$ 53,688.33
Trucks and Other Rubber Tire Vehicles	7	9.0	80	57	\$ 36,073.76
Maintenance Equipment	17	10.1	219	75	\$ 40,347.56
MIS/IT/Network Systems	5 yrs. (software) 7 yrs. or 10 yrs. (hardware)	7.8	309	182	\$ 28,643.71
Other Systems	6.8	5.6	155	24	\$ 12,288.49
<b>Grand Total</b>	-	<b>9.6</b>	<b>794</b>	<b>350</b>	<b>\$ 33,191.29</b>



### 3.3.3 Summary of Facility Condition

The inspection identified 18 facilities in the asset inventory: 14 passenger facilities and 4 administrative/maintenance facilities (i.e., 1 vehicle maintenance facility, 2 operations centers, and 1 administrative facility). Average facility condition values were weighted by total asset value. Table 3-5 provides a summary of facility condition. The facility condition used in this section was based on field observations. These are not TERM Lite SGR condition estimates, as described in Section 3.2.

**Table 3-5: Summary of Facility Condition**

Facility Type	Total Quantity	Average Weighted Condition	Total Below 3.0 Rating	Average Replacement Cost (2018\$)
Passenger Facilities*	14	3.6	1	\$ 738,338.27
Administrative/Maintenance	4	3.9	0	\$ 11,693,031.90
<b>Grand Total</b>	<b>18</b>	<b>3.6</b>	<b>1</b>	<b>\$ 3,172,714.63</b>

\*Central Station Transfer Center is separated from the Central Station Office Tower.

### 3.3.4 Summary of Infrastructure Condition

The infrastructure category consists of 36 line items for bus guideway assets. This includes bus drive lanes and pavement assets. The FTA performance measure for the infrastructure asset category applies only to fixed rail guideway assets. Condition was therefore determined using TERM Lite SGR condition estimates. Table 3-6 provides a summary of infrastructure condition.

**Table 3-6: Summary of Infrastructure Condition**

Infrastructure Type	Total Quantity	Average Age	Average Weighted Condition	Average Replacement Cost (2018\$)
Bus Guideway	36	17.4	3.6	\$ 64,652.4*

\*Valuation based on average bus guideway line item



## 4 Decision Support Tool

### 4.1 Introduction

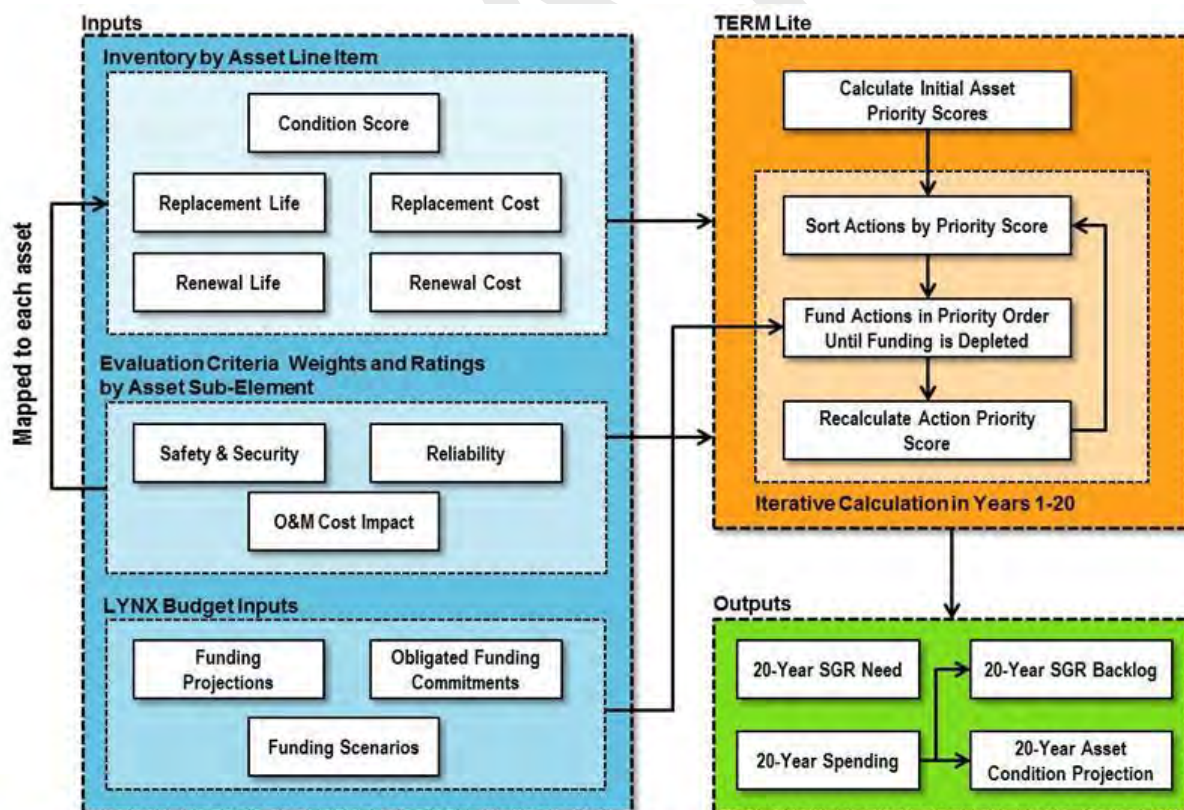
This section describes the application of the decision support tool, an analytical process applied to examine the infrastructure renewal requirements of LYNX and impacts of alternative funding scenarios on future asset and to support the prioritization of assets. A SGR analysis was undertaken based on the comprehensive asset inventory and condition assessment described in *Section 2 Inventory of Capital Assets* and *Section 3 Assessment of Asset Condition*. The SGR analysis was accomplished through the application of TERM Lite, a decision support tool developed by the FTA.

The following sections describe the application of TERM Lite in the SGR analysis and the findings of the SGR analysis in terms of projection of SGR needs, SGR backlog, and asset condition.

### 4.2 SGR Analysis Process and Methodology

Figure 4-1 summarizes the methodological process. The analysis consists of three main steps, which are described in the following TERM Lite inputs; TERM Lite outputs; and the application of TERM Lite outputs to complete the SGR analysis. For a detailed description of the SGR analysis methodology, see Appendix C.

Figure 4-1: SGR Analysis Process





### 4.3 TERM Lite Output

This section summarizes the findings of the application of the decision support tool with respect to the current SGR backlog and 20-year annual SGR needs:

- **Current SGR Backlog:** This included the renewal and replacement values of all assets that were beyond their renewal or replacement life.
- **20-Year Annual SGR Need:** The needs were the result of applying an unlimited funding constraint to fund the current backlog and to fund future renewal and replacement needs as they occur. In this scenario, the future backlog remains at zero.

#### 4.3.1 SGR Backlog

The SGR backlog represents the sum of (i) the dollar replacement value of assets that are beyond their useful lives and (ii) the dollar renewal value of renewals that are past due. Table 4-1 summarizes the current SGR backlog.

**Table 4-1: Snapshot of LYNX's Current Backlog**

Measure	Value
Total current SGR backlog (2018\$)	\$ 16.2 M
Number of assets in current backlog	333
Asset category with largest SGR backlog	Facilities

Figure 4-2 breaks down the \$16.2 million total by asset category. The asset category with the largest backlog was facilities, with a \$8.0 million backlog, comprising approximately 50 percent of the total backlog. The second largest backlog category was vehicles, with \$6.6 million dollars in backlog, comprising approximately 41 percent of the total backlog. The remaining asset categories (guideway elements, systems, and stations) represented 9 percent of the total backlog, with \$1.6 million dollars in backlog.



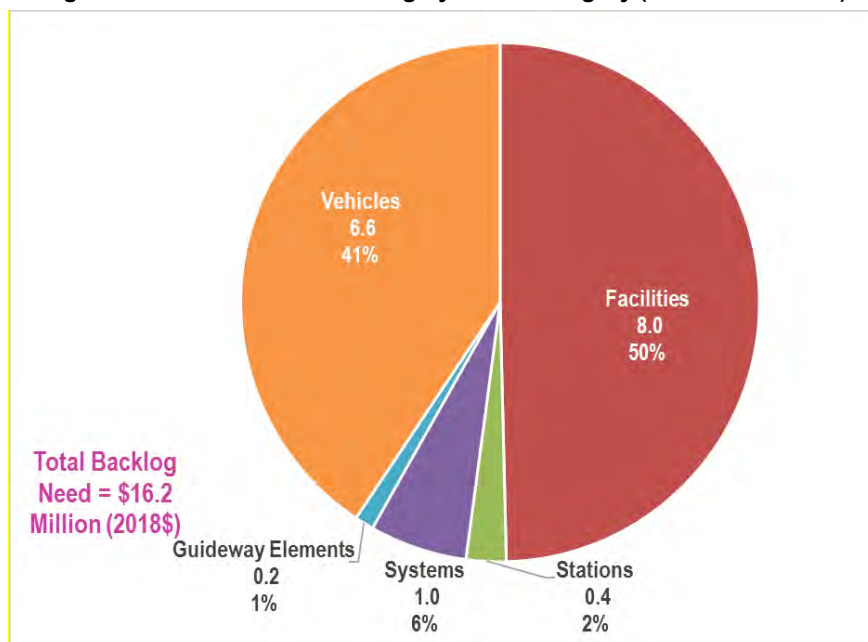
**Figure 4-2: Current SGR Backlog by Asset Category (Millions of 2018\$)**

Table 4-2: summarizes the SGR backlog by asset category and subcategory. The asset type with the largest SGR backlog was Management Information Systems (MIS) / IT /Network Systems, which had a replacement value of \$6 million, approximately 37 percent of the total SGR backlog. Other major assets in the SGR backlog included demand response vehicles, non-revenue vehicles, and maintenance equipment.

**Table 4-2: Current SGR Backlog by Detailed Asset Type**

Detailed Asset Type	Replacement Value (millions of 2018\$)
<b>Facilities Total</b>	<b>\$8.0</b>
Building components	\$0.5
Maintenance equipment	\$1.6
MIS/IT/network Systems	\$6.0
Office furniture	-
<b>Guideway Elements Total</b>	<b>\$0.2</b>
Bus guideway	\$0.2
<b>Stations Total</b>	<b>\$0.4</b>
Platform	-
Signage	\$0.0
Station building components	\$0.2
Bus shelters	\$0.2
Access	-



Detailed Asset Type	Replacement Value (millions of 2018\$)
<b>Systems Total</b>	<b>\$1.0</b>
Passenger communications	-
Safety and security	\$0.8
Phone system	\$0.2
<b>Vehicles Total</b>	<b>\$6.6</b>
Buses	-
Demand response	\$4.2
Non-revenue vehicles	\$1.9
Other non-revenue	\$0.4



### 4.3.2 20-Year SGR Need

This section summarizes the 20-year SGR asset needs for LYNX. This is the result of an unconstrained funding scenario. Table 4-3 is a snapshot of LYNX's total 20-year SGR needs.

**Table 4-3: Snapshot of LYNX's 20-Year Needs**

Measure	Value (2018\$)
Total 20-year need	\$480.1 M
Average annual need	\$24.01 M
Asset category with the largest 20-year need	Vehicles

The total 20-year SGR need of \$480.1 million (2018\$) is about twice LYNX's total asset replacement value of \$270.2 million. An average annual capital investment of \$24.01 million would be required over the next 20 years to maintain a SGR for all assets (that is, to maintain all assets in a SGR within their useful life). Figure 4-3 breaks out the 20-year SGR needs by asset category. Vehicles make up the largest share of the need (87 percent), with facilities, systems, stations, and guideway elements making up smaller shares of the total need.

**Figure 4-3: 20-Year SGR Need by Asset Category (Millions of 2018\$)**

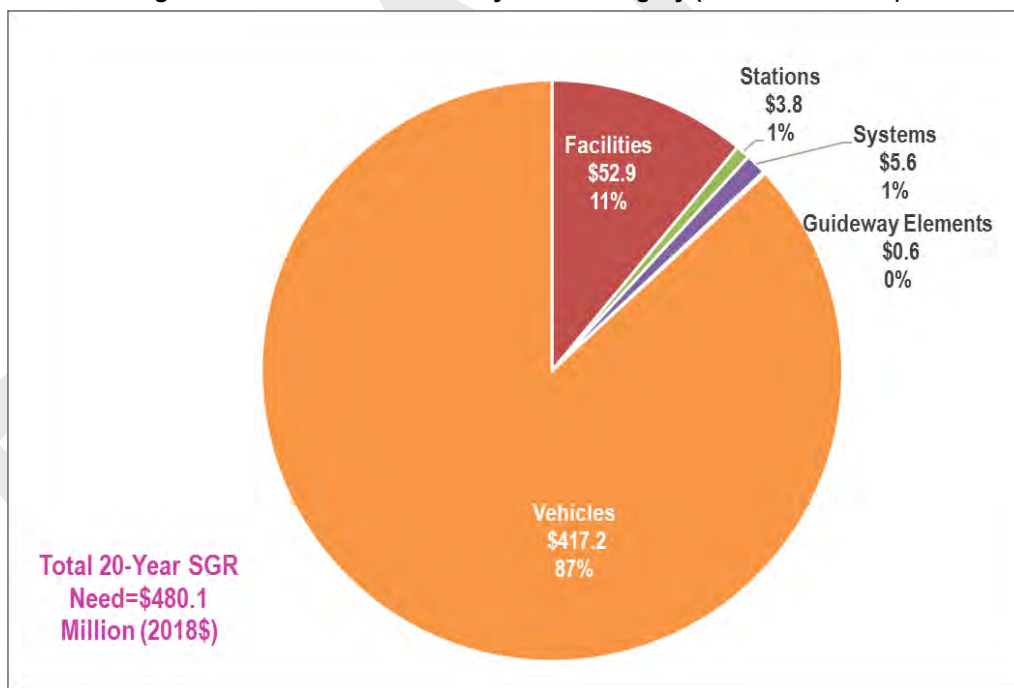


Table 4-4 summarizes the 20-year SGR needs by category and subcategory. The asset type with the largest need is buses, which require \$322.9 million (2018\$) in investment over the 20 years, approximately 67 percent of the total needs. Other major asset types included demand response vehicles, MIS/IT/network equipment, and non-revenue vehicles.



**Table 4-4: 20-Year SGR Need by Detailed Asset Type**

Detailed Asset Type	20-Year SGR Need (millions of 2018\$)
<b>Facilities Total</b>	\$52.9
Building components	\$11.7
Maintenance equipment	\$11.0
IT/network equipment	\$30.1
Office furniture	\$0.2
<b>Guideway Elements Total</b>	\$0.6
Bus guideway	\$0.6
<b>Stations Total</b>	\$3.8
Platform	\$0.3
Signage	\$0.2
Station building components	\$1.1
Bus shelters	\$2.1
Access	\$0.0
<b>Systems Total</b>	\$5.6
Passenger communications	\$0.0
Safety and security	\$4.8
Phone system	\$0.8
<b>Vehicles Total</b>	\$417.2
Buses	\$322.9
Demand response	\$82.0
Non-revenue vehicles	\$10.1
Other non-revenue (special)	\$2.1

Figure 4-4 summarizes SGR needs by year. TERM Lite projects that major bus fleet replacements will be required in 2022, 2030, 2031, and 2037. Overall, the investment in vehicles comprises 87 percent of the total SGR need over the 20-year analysis period. Facilities make up 11 percent, systems and stations each make up 1 percent, and guideway elements make up less than 1 percent of the total SGR need.



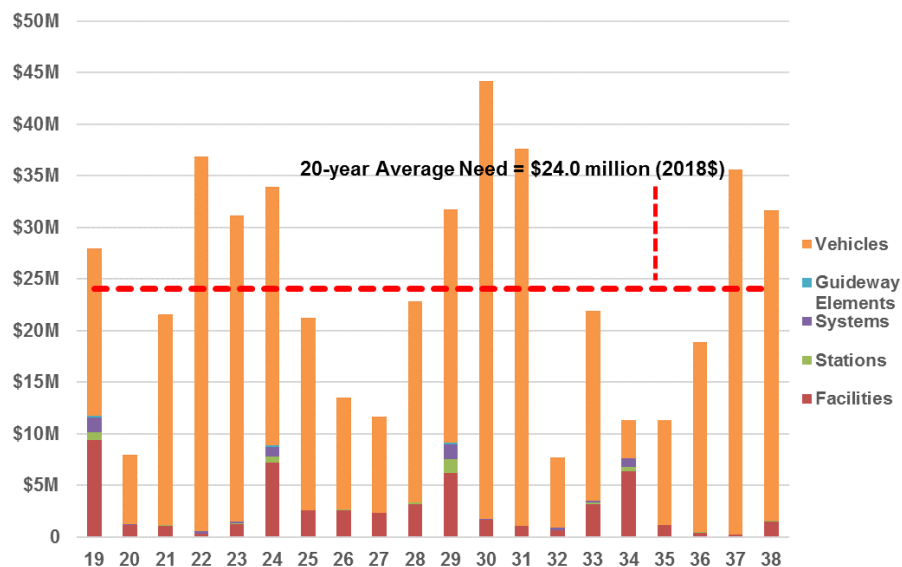
**Figure 4-4: 20-Year SGR Needs by Asset Category by Year**

Figure 4-5 summarizes the SGR needs for vehicles by type over the 20-year analysis period. Overall, the model projects a need of \$417.2 (2018\$) million for the rehabilitation and replacement of vehicles, which is an average of \$20.9 million annually.

- Buses: SGR need totals \$322.9 million (2018\$) over the analysis period, or \$16.1 million annually on average.
- Demand response vehicles: SGR need totals \$82.0 million (2018\$) over the analysis period, or \$4.1 million annually on average.
- Non-revenue vehicles: SGR need totals \$12.2 million (2018\$) over the analysis period, or \$0.6 million annually on average.



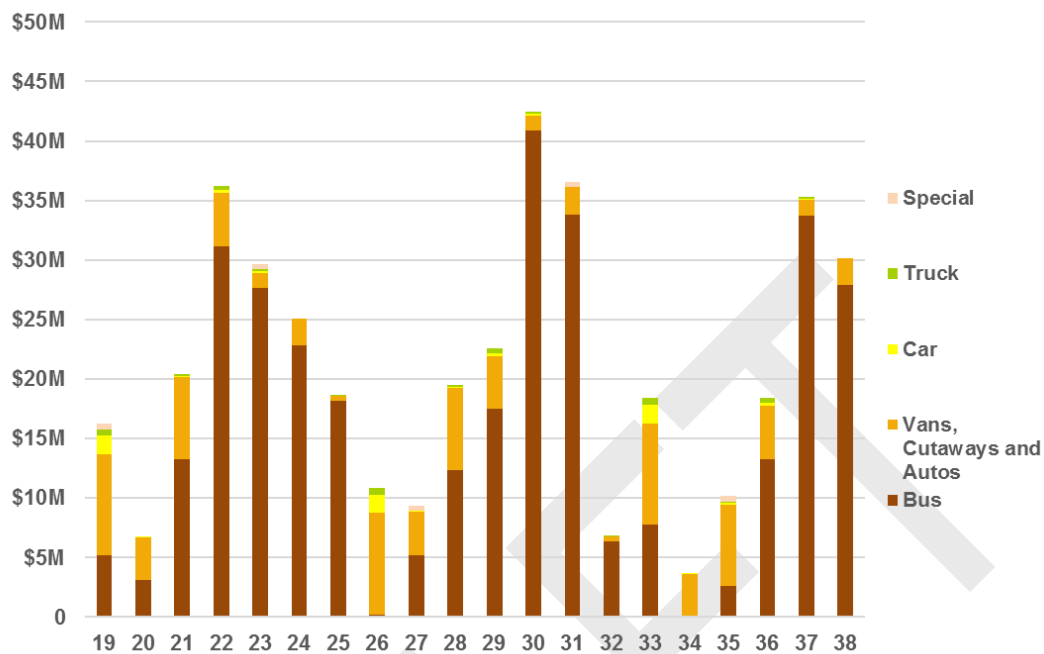
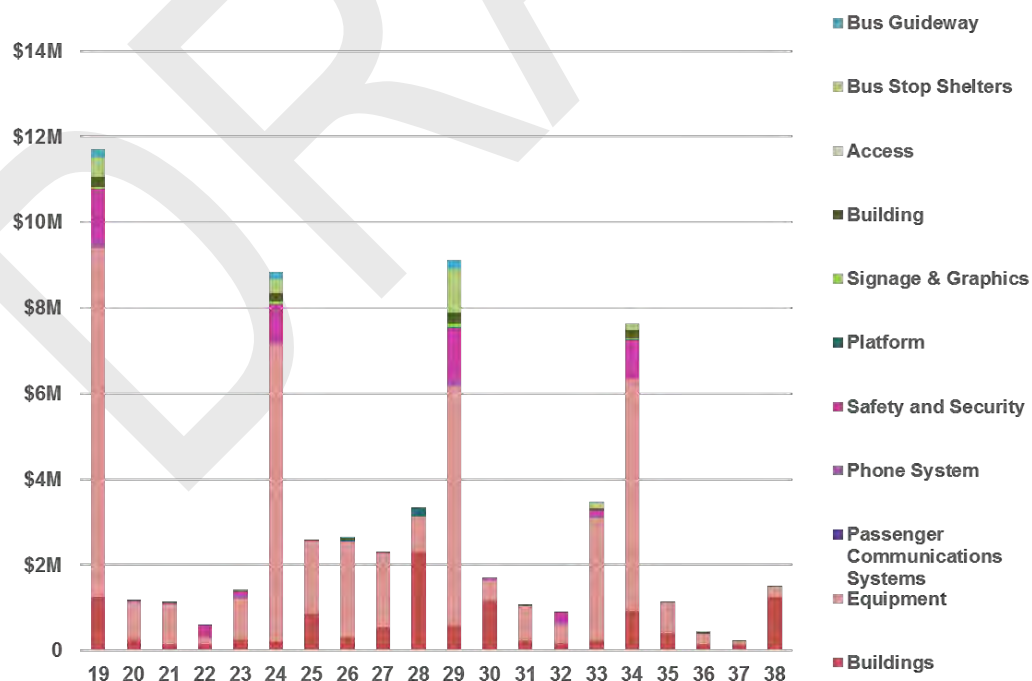
**Figure 4-5: Summary of Annual Unconstrained SGR Needs – Vehicles (2018\$)**

Figure 4-6 summarizes the SGR needs for non-vehicles over the 20-year analysis period. Overall, TERM Lite projects a need of \$62.9 (2018\$) million for the rehabilitation and replacement of non-vehicle assets, or an average of \$3.1 million annually.

**Figure 4-6: Summary of Annual Unconstrained SGR Needs – Non-Vehicles**

Appendix E provides a further breakdown of SGR needs for each non-vehicle asset class.



## 5 Investment Prioritization

### 5.1 Introduction

This section describes the analysis of the outputs of total needs from the decision support tool against the capital funding constraints and the identification of projects to be funded in the near term in the LYNX capital program. This includes the capital funding constraints; the prioritization process applied in the decision support tool; and the outcome of applying the capital funding constraints using the prioritization process.

### 5.2 Capital Funding Constraints

The capital funding constraints applied in the SGR analysis represent a projection and annual funding for the replacement and rehabilitation of existing capital assets. Capital funds allocated to expansion assets or to the improvement or enhancement of existing capital assets are excluded from the SGR analysis.

For this analysis, three annual funding constraints were applied: (1) the average annual need over the 20-year period, \$24.01 million, (2) 50 percent of the annual need for each year, and (3) 80 percent of the annual need for each year. The latter two scenarios were applied to provide a realistic approach to capturing the cyclical peaks brought about by short-term assets reaching the end of their useful lives.

The average annual investment in capital replacement and renewals made by LYNX from 2005 to 2016 (in 2018\$) was \$20.6 million. Table 5-1: summarizes historic LYNX's capital replacement and renewal spending. The total does not include capital spending on asset improvements, expansions, or new assets.

**Table 5-1: Historic Annual Investment in Capital Replacements and Renewals**

Year	Capital Investment (millions of 2018\$)
2005	\$47.38
2006	\$22.66
2007	\$30.28
2008	\$36.15
2009	\$0.00
2010	\$20.50
2011	\$21.94
2012	\$11.74
2013	\$8.96
2014	\$6.28
2015	\$4.43
2016	\$16.27
<b>Total</b>	<b>\$226.6</b>
<b>Average</b>	<b>\$20.6</b>

Source: LYNX reports to the National Transit Database, adjusted using the Engineering News-Record Construction Cost Index



### 5.3 Prioritization Process

TERM Lite followed four steps to prioritize renewal and replacements actions as matched to the capital funding constraints:

1. Calculate priority scores.
2. Sort actions by priority scores.
3. Fund actions.
4. Age assets and recalculate priority scores.

Appendix D provides a detailed description of these four steps.

### 5.4 Investment Prioritization

This section summarizes the following analyses for the LYNX system over the 20-year period:

- Spending by year and asset category
- SGR backlog by year and asset category
- Condition by year and asset category

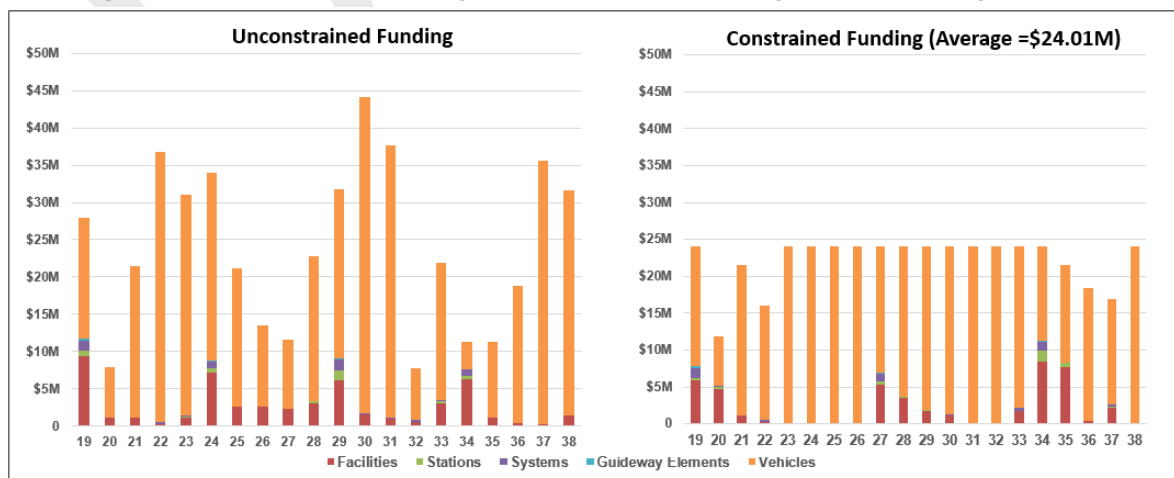
For each analysis type, four scenarios are shown:

- Scenario 1: Unconstrained spending (SGR need)
- Scenario 2: Constrained at 20-year average annual need (\$24.8 million)
- Scenario 3: Constrained at 50 percent of annual need
- Scenario 4: Constrained at 80 percent of annual need

#### 5.4.1 20-Year SGR Spending

Figure 5-1 and Figure 5-2 show the annual SGR spending by asset category for the four spending scenarios, i.e., unconstrained spending, constrained at \$24.01 million, constrained at 50 percent of annual need, and constrained at 80 percent of annual need. In all four scenarios, vehicle spending makes up the largest share of the 20-year analysis. Furthermore, the funding peaks in 2022, 2030, and 2037 in three of the four scenarios are a result of a large number of assets reaching the end of their useful lives in those years.

**Figure 5-1: 20-Year SGR Spending, Unconstrained and Average Annual Funding Scenarios**





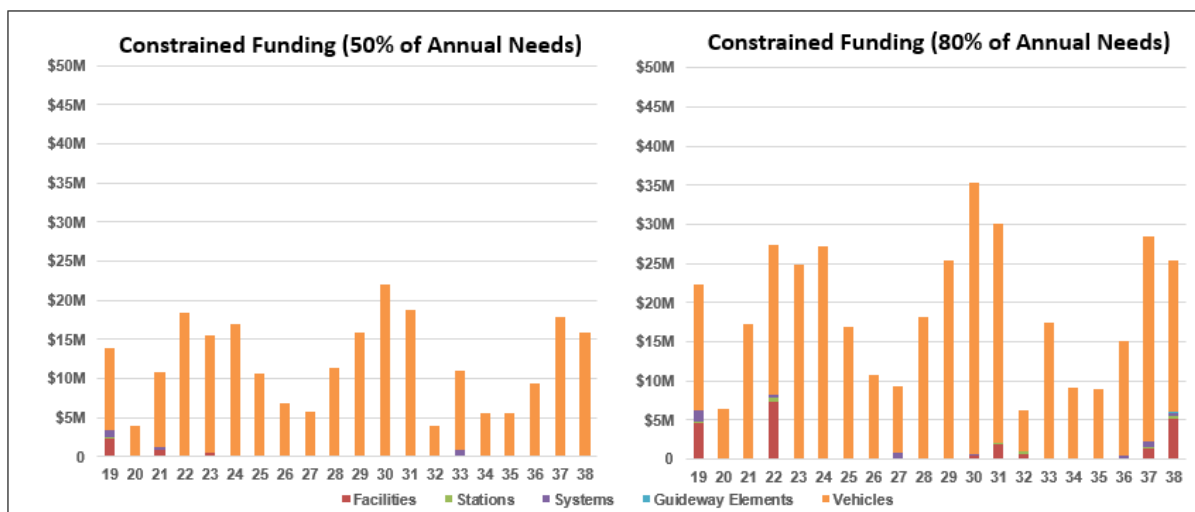
**Figure 5-2: 20-Year SGR Spending, 50% and 80% of Annual SGR Needs**

Table 5-2 provides a summary of spending by asset category between 2019 and 2022 for each of the four scenarios. At the higher funding levels, spending by asset category is similar, except in the case of vehicles, where the unconstrained scenario allocates the most funding compared to the other scenarios.

**Table 5-2: Total 4-Year (2019-2022) Spending by Category for the Four Funding Scenarios (2018\$)**

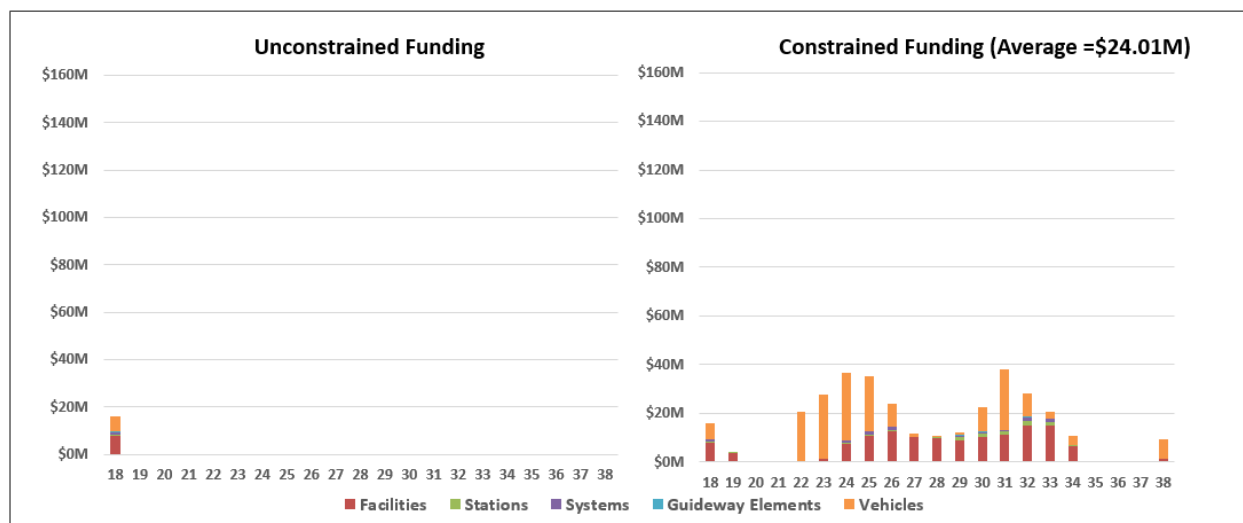
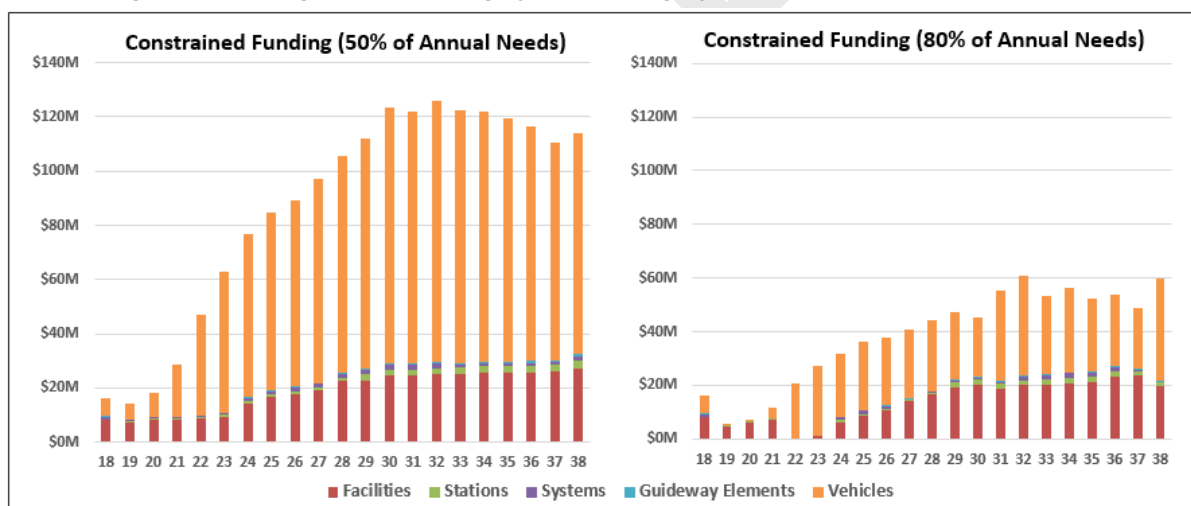
Asset Category	Unconstrained	Average \$24.01M	80% Annual Need	50% Annual Need
Facilities	\$11,902,929.27	\$11,902,937.01	\$11,896,511.10	\$3,181,336.16
Stations	\$192,072.48	\$192,072.48	\$192,072.48	\$-
Systems	\$793,108.96	\$793,106.78	\$787,963.76	\$290,388.30
Guideway Elements	\$1,721,386.48	\$1,721,386.48	\$1,721,386.48	\$1,357,929.54
Vehicles	\$79,634,802.36	\$58,734,802.36	\$58,734,802.47	\$42,300,346.01
<b>Total Four-Year Spending</b>	<b>\$94,244,299.56</b>	<b>\$73,344,305.11</b>	<b>\$73,332,736.30</b>	<b>\$47,130,000.00</b>

See Appendix E for the investment prioritization charts and summaries of annual spending by subcategory for the four scenarios.

#### 5.4.2 20-Year SGR Backlog

Figure 5-3 and Figure 5-4 summarize the changes in SGR backlog by asset category over the 20-year analysis period. In all scenarios other than the unconstrained, the estimated SGR budget is insufficient to eliminate the backlog over the analysis period. Furthermore, the first 4 years of the three constrained scenarios have relatively low levels of backlog; however, the backlog quickly rebuilds, particularly in the 50 percent of annual needs. This means that at lower funding levels, the asset backlog is likely to increase rapidly if corrective actions are not taken.



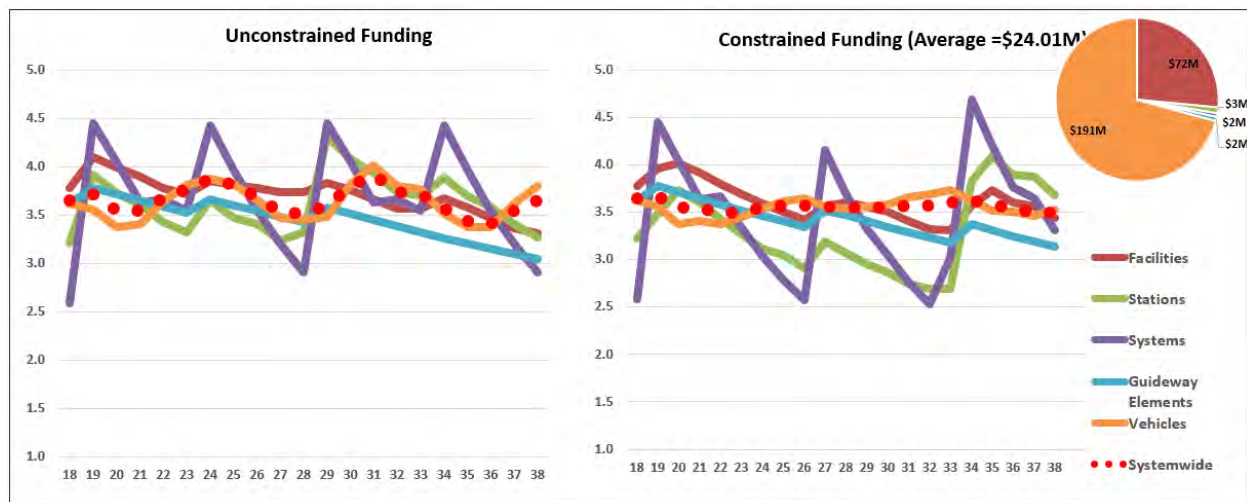
**Figure 5-3: Change in the Backlog by Asset Category, Unconstrained and Average Annual Funding Scenarios****Figure 5-4: Change in the Backlog by Asset Category, 50% and 80% Annual SGR Needs**

### 5.4.3 20-Year Condition Assessments

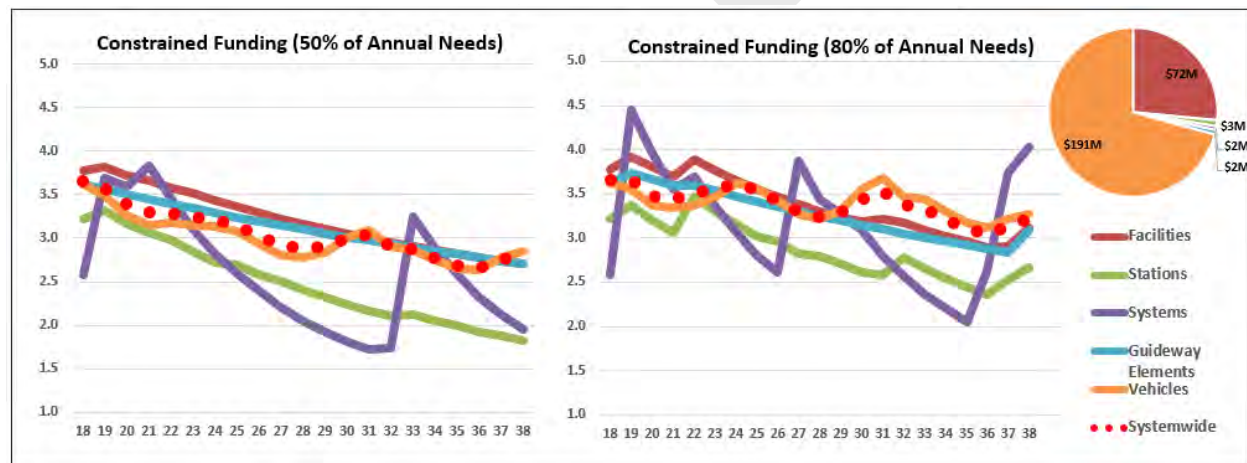
Figure 5-5 and Figure 5-6 project the changes in average TERM Lite asset condition score over the 20 years of the analysis. Overall, the current average TERM Lite condition score for all assets is above the 2.5 TERM Lite threshold in all scenarios. However, by 2035, the average condition for the 50 percent funding scenario falls below 3.0, the lowest in all four scenarios. Assets that decline the most in this scenario are stations, systems, and vehicles. In the 80 percent funding scenario, the average asset condition is above 2.5; however, the condition score for stations and systems falls below 2.5 by 2034.



**Figure 5-5: Average TERM Lite Condition Score by Asset Category, Unconstrained and Average Annual Funding Scenarios**



**Figure 5-6: Average TERM Lite Condition Score by Asset Category, 50% and 80% Annual SGR Need**



See Appendix E for the investment prioritization charts and summaries of annual condition by subcategory for the four scenarios.



## 6 TAM and SGR Policy

The TAM and SGR Policy is the systemwide direction regarding expectations for transit asset management and a strategy that supports the implementation of the policy. This policy is intended to document LYNX's commitment to achieving and maintaining the agency's capital assets in a SGR, and to set forth LYNX's priorities and objectives, which will guide the agency's efforts and provide a benchmark for evaluation.

### 6.1 LYNX's Vision, Mission, Core Values, and Strategic Goals

The TAM and SGR Policy is driven by LYNX's overarching vision, mission, core values, and strategic goals as identified in the LYNX 2018 Transit Development Plan.

LYNX's vision is to be recognized as a leader for providing a world-class, state-of-the-art, environmentally friendly transportation system that provides an array of mobility choices for all users.

LYNX's mission is to link our community by providing affordable, reliable, and innovative mobility options that reflect our core values and guiding principles.

LYNX's core values are safety, courtesy, efficiency, and the environment.

LYNX's strategic goals are:

- Promote economic competitiveness, sustainability, and quality of life.
- Advance an equitable, safe, dynamic, and performance-driven transit system.
- Deliver a seamless network of transportation services for the region.
- Enhance customer experience and communication.

### 6.2 TAM and SGR Policy

The four principles of the TAM and SGR Policy are safety, reliability, preservation first, and environmental sustainability.

Safety is the agency's first core value and one that underlies the agency's other values, priorities, and goals. LYNX therefore adopts safety as the primary principle of its TAM Policy. With its dedication to customer service, LYNX adopts reliability as the second principle of its TAM Policy.

LYNX adheres to the definition of SGR described in 49 CFR 625.41. Assets are in a SGR when they are able to perform their intended functions without posing an unacceptable safety risk; when the assets' life cycle investment needs have been met or recovered; and when the assets have not exceeded their ULBs.

LYNX recognizes the links between safety, reliability, and SGR. The LYNX 2018 TDP demonstrates the agency's commitment to "explore and implement appropriate technologies and service delivery models to improve [the] reliability and experience of transportation systems," to "maintain system[s] in [a] state of good repair," and to "enhance system reliability." The TDP specifically calls for maintenance of "an up-to-date TAM Plan to ensure all capital assets remain within [a] state of good repair to service LYNX customers with high-quality services and facilities."

LYNX recognizes the need for the Accountable Executive to balance operations and maintenance expenditures and the capital renewal expenditures to meet the goal of minimizing life cycle costs. LYNX further recognizes the need to balance minimizing assets' life cycle costs



with safety, expansion, and service improvement needs and prudent fare policies in carrying out the agency's responsibilities. LYNX acknowledges the fiscal constraints that require such a balance.

Preservation first is therefore the third principle of LYNX's TAM and SGR Policy. LYNX will optimize in a manner that achieves and, wherever practicable, extends an asset's useful life, and will not defer maintenance or renewal at the expense of future safety, reliability, or fiscal resources.

LYNX has a strong commitment to the environment and quality of life. Sustainability is a theme embedded in LYNX's vision, mission, core values, and strategic goals. The agency's strategic plan calls for increasing environmentally friendly business practices, including, specifically, expanding the use of alternative fuel vehicles and expanding bicycle parking and storage capacity at LYNX facilities and on its vehicles. Environmental sustainability is the fourth principle of LYNX's TAM and SGR Policy.

Through application of these four principles, and by using data-driven analyses, LYNX will continuously improve its asset management practices and achieve the agency's strategic goals.



## **7 Implementation Strategy**

This section describes LYNX's implementation strategy for achieving its TAM goals and policy.

### **7.1 Governance**

The CFRTA was created in 1989 pursuant to Section 343.63, Florida statutes. This same legislation was amended in 1993, allowing the CFRTA to assume the operations of the former Central Florida Commuter Rail Authority and to provide an opportunity to merge with the local transportation provider, Orange-Seminole-Osceola Transportation Authority (OSOTA), d.b.a. LYNX, thereby creating a one-stop public transportation entity. The CFRTA continues to use LYNX as its "doing business as" name and serves as the focal point in developing all modes of public transportation in the Central Florida region. Through formal action by both the CFRTA and OSOTA Board of Directors, the merger of the two organizations was ratified in March 1994 and became effective on October 1, 1994.

LYNX is governed by a five-member Governing Board. The members of the Governing Board are as follows: one Commissioner from Osceola County, one Commissioner from Seminole County, the Mayor of the City of Orlando, the Mayor of Orange County (or her designee), and a representative of the Florida Department of Transportation (FDOT). Each serves a term as designated by Section 343.63, Florida Statutes. The Board of Directors typically meets every other month on the fourth Thursday to conduct the business of the CFRTA.

The daily operation of the agency is overseen by its CEO. The CEO is designated the Accountable Executive for safety and asset management. The Accountable Executive is supported by an Executive Management Team, the members of which supervise core agency functions. Members of the Executive Management Team report and are responsible to the Accountable Executive, and work cooperatively to implement sound asset management practices. The Asset Manager and Asset Management Team report to the Accountable Executive and coordinate asset management activities throughout the organization. Accountability of LYNX staff in relation to this TAM Plan is laid out in Section 7.2.

### **7.2 Accountability**

Responsibility for carrying out this policy rests with the Accountable Executive, the agency's CEO. As described in 49 CFR 625.5, the Accountable Executive is ultimately responsible for carrying out both the agency's safety management system and its TAM practices. The Accountable Executive exercises direction over LYNX's human and capital resources.

The CEO delegated responsibility for overseeing the implementation, evaluation, and update of this TAM Plan to the Deputy Director of Facilities. The Deputy Director of Facilities and other LYNX managers with direct and/or supporting responsibilities in asset management form the Asset Management Team, which consists of the following:

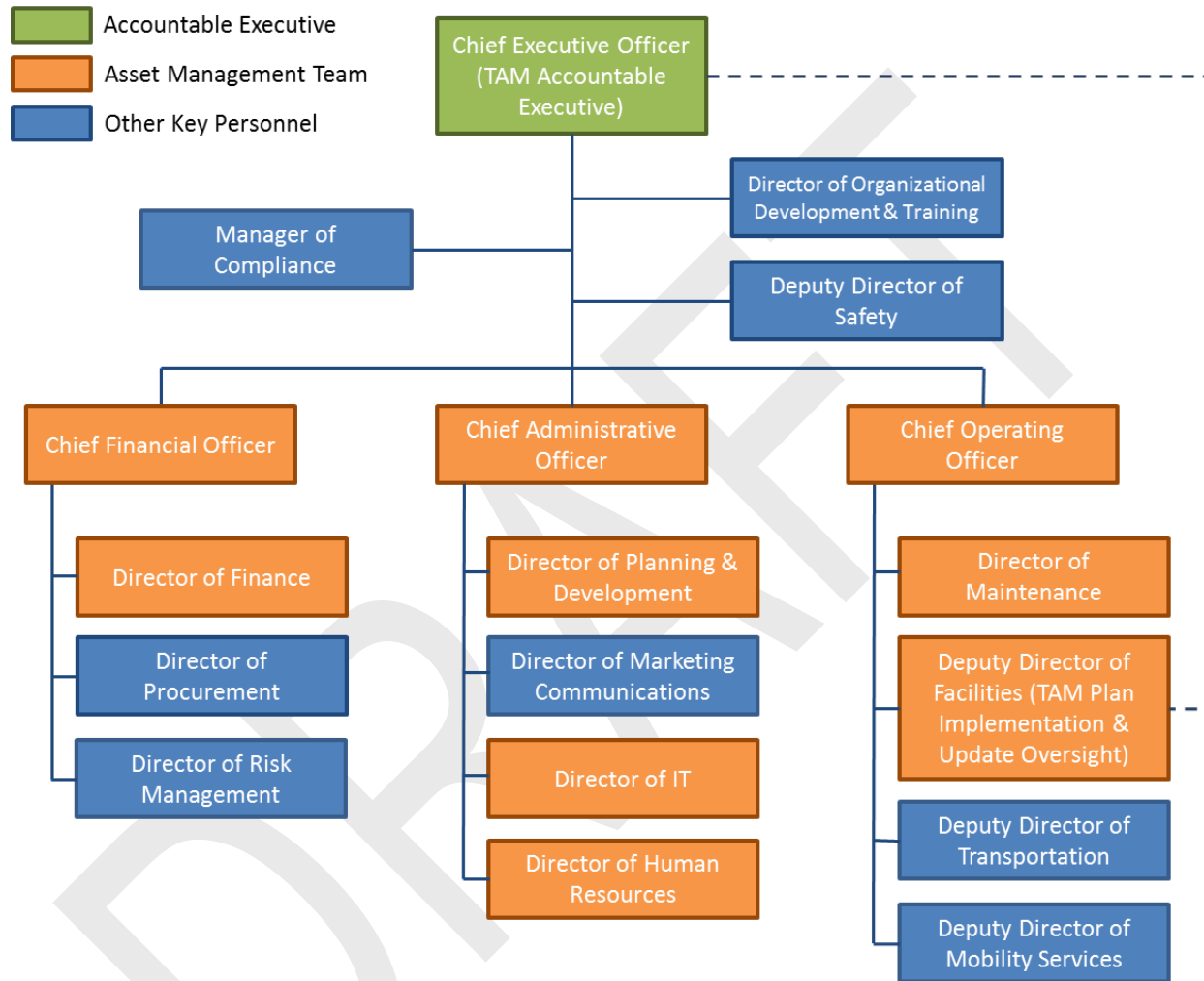
- Chief Operating Officer
- Chief Financial Officer
- Chief Administrative Officer
- Director of Maintenance
- Deputy Director of Facilities
- Director of Planning and Development
- Director of Finance



- Director of IT
- Director of Human Resources

Figure 7-1 is LYNX's organizational chart, which shows its executive team and senior managers, the Accountable Executive, and the Asset Management Team.

**Figure 7-1: LYNX Organizational Chart with Asset Management Team Indicated**



### 7.3 Key Changes in Assets

In the period from October 2018 through October 2022, LYNX plans to implement the following major capital renewal and expansion projects:

- **Parking Lot and Modular Facility for LYNX Paratransit Operations (LOC Expansion):** LYNX is building a new facility for its paratransit operations. The new paratransit facility will be adjacent to the existing LOC, which is a fixed-route operations center. LYNX will include structures and equipment for maintenance, fueling, operations, administration, and parking. LYNX expects to award a design-build contract for this project in September 2018.
- **LYNX Southern Operations, Maintenance, and Transportation Training Center (Southern Operations Facility):** The Southern Operations Facility is designed to support the expansion of LYNX transit service to enhance mobility and quality-of-life options for



residents and visitors in Osceola County. The Southern Operations Facility will be constructed in two phases: Phase I is a 60- to 75,000-square-foot, 13-bay operations and maintenance facility with 286,000 square feet of parking to support 470 employees; Phase II is a 25,000-square-foot transportation training and conference center.

- **Pine Hill Transfer Center:** Pine Hill Transfer Center is a multimodal passenger facility that will include a mixed-use building, a kiss-and-ride area, green space, pedestrian paths, and enhanced lighting. It will provide real-time arrival and departure information, off-board fare payment, and protection from inclement weather. With its highly visible architectural elements, the center will also enhance the unique identity of Pine Hills. Design of this facility started as this plan was being prepared. Construction is estimated to be completed in early 2020.
- **Purchase of Compressed Natural Gas Buses:** Starting in 2015, LYNX has been purchasing CNG buses to replace diesel buses that are beyond their useful lives. By 2020, LYNX plans to purchase 150 CNG buses in total. Meanwhile, LYNX has started exploring the possibility of purchasing electric buses. As the current fleet ages, LYNX plans to eventually replace all diesel buses with alternative-fuel buses. LYNX already started taking the operation and maintenance needs of CNG and electric buses into consideration in current and future capital projects and staff training.
- **Bus Stop Improvement Program:** LYNX will implement a series of bus stop consolidation and improvement projects. LYNX is evaluating the need to consolidate bus stops to deliver faster, more efficient service. LYNX will install new bus shelters and retrofit bus stops with boarding and alighting areas throughout its service area that are compliant with the Americans with Disabilities Act (ADA). LYNX will also build “Super Stops” at major regional activity centers. Super Stops are major bus stops with elaborate bus bays that serve multiple bus routes. They have improved information signage, enhanced lighting, and more seating than a regular bus stop.

#### 7.4 Asset Information Strategy

LYNX has several information systems in place for asset management and is planning for upgrades and new systems.

- **Fleet Management:** LYNX uses FA Suites and Trapeze for fleet management. These systems keep an inventory of LYNX’s fleet. A fleet plan is created and maintained separately in Microsoft Excel. LYNX is considering AVL for fleet maintenance and a tool for automated fuel usage and mileage tracking.
- **Facility Management:** LYNX uses VUEWorks to maintain an inventory of bus stops, passenger amenities, and LYNX’s other facilities. For maintenance purposes, VUEWorks is used mainly for bus stops, but not for other facilities. LYNX is considering expanding the use of VUEWorks to include all facility maintenance. LYNX will also expand facility records to include condition, remaining useful life, and next scheduled capital activity.
- **Enterprise Resource Planning (ERP) System:** LYNX is considering a new ERP system.

#### 7.5 Implementation Timeline

Table 7-1 shows an implementation timeline for the major planned capital projects within the plan horizon.



**Table 7-1: TAM Plan Implementation Timeline**

Calendar Year	'18	2019					2020				2021				2022			
Capital Project	Calendar Quarter	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
New Paratransit Facility (LOC Expansion)																		
Southern Operations Facility																		
Pine Hill Transfer Center																		
Purchase of Compressed Natural Gas (CNG) Buses																		
Bus Stop Consolidation and Improvements																		
Implement Automated Fuel/Mileage Tracking Tool																		
Expand VUEWorks to All Facility Maintenance																		
Acquire New Enterprise Resource Planning Software																		

## 7.6 Challenges

LYNX faces two major challenges in carrying out this TAM Plan: funding and human resources.

### 7.6.1 Funding

Besides federal formula grants, LYNX relies heavily on subsidies from local jurisdictions and, to a lesser extent, state funding for both operating and capital expenditures. As demonstrated in *Section 5 Investment Prioritization*, LYNX needs to secure additional funding for capital renewal projects.

In addition to capital renewal projects, some capital expansion projects are strategic investments to save operating costs and help LYNX achieve a SGR more efficiently in the long run (for example, the Southern Operations Facility and information system improvement projects). LYNX needs to identify funding for these strategic capital expansion projects.

Currently, capital funding from local jurisdictions is based on a \$2 per service hour formula, which when combined with federal formula funds has proved insufficient for LYNX to maintain a SGR. Meanwhile, substantial federal funds are used for maintenance due to the lack of operating funding. LYNX has been considering other sources of funding, such as discretionary federal grants. LYNX is also discussing how to build support for a dedicated source of transit funding with regional partners.

### 7.6.2 Human Resources

Human resources are another major challenge for LYNX to carry out this TAM Plan.

LYNX has a shortage of administrative personnel—the number of administrative employees per bus dropped from 0.74 in 2007 to 0.5 in 2017, which suggests that as LYNX expanded its service level, its administrative staff did not expand at a similar pace. The application of contemporary asset management methodologies is new to the U.S. transit industry, and the application of these methodologies to meet the requirements of the FTA Final Rule requires deeper experience and skills than have been developed internally by LYNX. For LYNX, this will require a combination of training, application of new information technology solutions, and hiring of staff with asset management background.

Legally required vehicle inspection is another area with a personnel shortage. Annual inspection on all vehicles is labor-intensive and very costly. LYNX conducts monthly spot inspections.



LYNX will identify the resources needed and consider delegating vehicle inspection to a contractor.

While LYNX increases its recruitment efforts, it will also face unmet training needs. LYNX has been adopting new technologies to improve operating efficiency and effectiveness, such as implementing automated preventive maintenance systems and changing the fleet mix with an increasing number of CNG buses. Staff training is required to be certain that such new technologies are being used properly and to their full potential. Since technology upgrades are expected to be an ongoing process at LYNX, staff training will always be a necessity. LYNX will program staff training as part of its capital improvement plans.



## 8 List of Key Annual Activities

This section describes the key annual activities needed to implement the TAM Plan.

The two groups of key activities are:

- Execute the respective scheduled and preventive maintenance programs for all assets, including correcting defects identified during scheduled inspections.
- Execute the capital renewal and expansion projects mentioned in *Section 7 Implementation Strategy*:
  - New paratransit operations facility (LOC Expansion)
  - Southern Operations Facility
  - Purchase of CNG buses
  - Pine Hill Transfer Center
  - Bus stop consolidation and improvement
  - IT system improvement
    - VUEWorks application for facility maintenance
    - Acquisition of a tool for fuel usage and mileage tracking
    - Expansion of facility records to include condition, remaining useful life and next scheduled capital activity
    - Acquisition of AVL for fleet maintenance
    - Acquisition of a new ERP system

LYNX's implementation plan will update TAM Plan initiatives through the following key activities.

- Every year, LYNX will:
  - Update the respective asset inventories in the asset management system.
  - Maintain ongoing condition assessment information.
  - Update operation and maintenance cost experience by asset items and classifications.
  - Evaluate priorities among investment needs.
  - Conduct annual budgeting and updating of the Capital Improvement Plan.
  - Establish annual SGR targets.
  - Evaluate TAM Plan progress.
  - Evaluate the TAM Plan to identify necessary updates for the next formal update.
- Every 3 years, LYNX will conduct a formal update of the TAM Plan.



## 9 Identification of Resources

This section is a summary of the financial and human resources that LYNX needs to develop and carry out this TAM Plan.

### 9.1 Funding

LYNX receives most of its capital funding from federal formula grants. Table 9-1 shows LYNX's FY2019 capital funding sources.

**Table 9-1: FY2019 Preliminary Capital Budget Contributions**

Capital Contributions	FY2019 Preliminary Budget	FY2018 Adopted Budget	Dollar Amount Change
Federal	\$98,675,594	\$59,730,965	\$38,944,629
State	\$728,162	\$1,080,235	(\$352,073)
Local	\$2,237,276	\$2,769,274	(\$531,998)
<b>Total</b>	<b>\$101,641,032</b>	<b>\$63,580,474</b>	<b>\$38,060,558</b>

Besides federal formula grants, LYNX relies on capital funding from local jurisdictions and, to a lesser extent, state funding. Currently, capital funding from local jurisdictions is based on a \$2 per service hour formula.

LYNX's 2018 TDP identifies total 10-year capital needs of \$673.8 million and total 10-year capital revenues of \$506.4 million. That is a projected \$167.4 million shortfall over the 10-year period. Table 9-2: shows LYNX's projected capital funding sources and capital funding shortfall in the period from FY2018 to FY2027.

**Table 9-2: Projected Capital Funding and Shortfall FY2018 to FY2027**

Funding Source	10-Year Total (million 2018\$)
<b>Federal</b>	
5307	\$261.3
5310	\$23.7
Surface Transportation Program (STP) Transfer	\$171.8
5337	\$7.6
5339	\$6.9
<b>State</b>	
FDOT Road Rangers	\$3.4
<b>Local</b>	
Local General Revenue	\$31.7
<b>Total Projected Capital Revenue</b>	<b>\$506.4</b>
<b>Total Projected Capital Needs</b>	<b>\$673.8</b>
<b>Total Projected Capital Shortfall</b>	<b>\$167.4</b>



LYNX will need to identify and secure additional funding to reduce its SGR backlog and implement the planned capital expansion projects. Currently, substantial federal funds are used for maintenance due to a lack of operating funding. LYNX has been looking for other sources of funding, such as discretionary federal grants. LYNX is also collaborating with regional partners to build support for a dedicated source of transit funding.

## 9.2 Human Resources

Implementation of this TAM Plan requires a workforce qualified and experienced in various functions related to asset management. LYNX has identified an Asset Management Team, which consists of the senior managers who oversee such key asset management functions as fleet maintenance, facility maintenance, finance, planning, and IT. The Asset Management Team members lead the middle management and frontline employees who carry out the day-to-day asset management activities.

As described in Section 7.2, the CEO is the Accountable Executive of the TAM Plan. The CEO delegated the responsibility of overseeing and coordinating TAM Plan development and implementation to the Deputy Director of Facilities. The Deputy Director of Facilities and other LYNX senior managers who have direct and/or supporting responsibilities in asset management form an Asset Management Team. The Asset Management Team consists of the following:

- Chief Operating Officer
- Chief Financial Officer
- Chief Administrative Officer
- Director of Maintenance
- Deputy Director of Facilities
- Director of Planning and Development
- Director of Finance
- Director of IT
- Director of Human Resources

Although LYNX has a qualified and experienced workforce, staff training is an ongoing commitment in workforce development and asset management. Part of LYNX's mission is to provide innovative mobility options. Technology plays an important role in innovation. LYNX constantly seeks opportunities to adopt technologies that will improve service quality, operation efficiency and effectiveness, and reduce environmental impacts.

*Section 8 List of Key Annual Activities* indicates how LYNX will gradually transition to a CNG fleet. LYNX is exploring the possibility of using electric vehicles, and several IT system improvement projects will be under way within the TAM Plan horizon. Technology upgrades and new technology deployment will require continuous training of the workforce to capitalize on the full potential of the technologies. LYNX will develop and update its workforce training program in concert with its capital planning and asset management planning processes.

As identified in Section 7.6.2, the shortages of administrative and vehicle inspection staff are two major human resource challenges for LYNX. LYNX will increase its recruitment efforts to fill administrative positions that are critical to asset management.



## **10 Evaluation Plan**

This section describes how LYNX will monitor, evaluate, and update the TAM Plan and related business practices.

### **10.1 TAM Plan Evaluation and Update Frequency**

LYNX will evaluate its implementation of the TAM Plan on an annual basis. LYNX will update the TAM Plan every 3 years.

### **10.2 TAM Plan Evaluation**

The annual TAM Plan evaluation process includes two components: (1) performance target setting and reporting, as required by the TAM Rule, and (2) evaluating the progress of planned asset management activities.

#### **10.2.1 TAM Rule Required Performance Target Setting and Reporting**

The annual evaluation process will include setting targets with the approval of the Accountable Executive for each Asset Class in LYNX's National Transit Database inventory of assets, using the following FTA-required performance measures:

- Percent of assets past their ULB (rolling stock and non-revenue vehicles)
- Percent of facilities below a rating of 3.0 on the TERM facility condition rating scale

The process will also include an annual narrative report to the National Transit Database that provides a description of any change in the condition of the LYNX transit system from the previous year. The annual report will also describe the progress made during the year to meet the performance targets set in the previous year (49 CFR 525.55 (a)(2)).

#### **10.2.2 Progress of Planned Asset Management Activities**

LYNX will monitor and evaluate the completion or progress of the following planned asset management activities:

- Completion of scheduled preventive maintenance
- Progress on major capital renewal and expansion projects identified in this document
- Progress on IT improvement projects
- Progress on planned organizational changes, including planned changes in asset management team organizational structure, staffing, accountability, and the decision-making process

### **10.3 TAM Plan Update**

In addition to the annual evaluation, LYNX will conduct a more thorough evaluation of the TAM Plan and update the TAM Plan every 3 years. The evaluation and update process described in Section 10.3 is in addition to the evaluation process described in Section 10.2.

#### **10.3.1 Alignment of TAM Policy with Agency-Wide Strategic Plan**

LYNX will review its TAM Policy with its latest agency-wide strategic plan. The purpose is to ensure that the TAM Policy is consistent with LYNX's overall vision, mission, and strategic goals.



When the TAM Policy is updated, the Accountable Executive or the Accountable Executive's designee will present the updated TAM Policy to the Board for approval.

### **10.3.2 Update Asset Inventory and Condition**

LYNX will update its asset inventory and condition in the TAM Plan every 3 years to reflect the latest changes.

### **10.3.3 Evaluation of Funding Level and Investment Priorities**

LYNX will evaluate the projected funding level in the TAM Plan based on the latest changes. The FTA-required annual performance target update and reporting, as described in Sections 3.5 and 10.2.1, does not involve condition inspections except for facilities. The performance targets for revenue and non-revenue vehicles are purely based on asset age. To update the TAM Plan every 3 years, LYNX will conduct a more thorough update of its inventory and condition. That may involve inspection of a sample of LYNX's revenue and non-revenue fleet and a more thorough inspection of its facilities.

### **10.3.4 Update List of Key Annual Activities**

LYNX will update the list of key annual activities based on its latest preventive maintenance needs and capital improvement program.

### **10.3.5 Formulate New Implementation Strategy**

Along with other updates to the plan, LYNX will identify and formulate a new implementation strategy. LYNX will examine the organizational structure of the Asset Management Team and make updates as necessary. The asset information strategy will also be updated to reflect the latest IT improvement needs in relation to asset management. LYNX will update the implementation timeline for the newly identified asset management activities.

LYNX will identify and document any anticipated challenges in implementing the updated TAM Plan as well as the mitigation strategies LYNX will adopt.



## **Appendix A: Condition Assessment**



## A.1 Assessment of Vehicles

Vehicle condition was assessed through a 10 percent sampling of vehicles in the LYNX fleet. From February through April 2017, 118 vehicles were sampled: 36 buses, 20 paratransit (demand response) vehicles, 40 service vehicles, and 22 vanpool vehicles. The sampling approach maximized relevance and value of the condition data to LYNX while avoiding excessive inspection and on-site hours. The methodology included the following steps:

- **Prepared sampling plans for each asset type:** This listed the vehicle numbers (or range of numbers) to be inspected for each asset type based on the sampling frequency agreed to by LYNX in the previous step.
- **Prepared questionnaires:** These were applied to collect relevant data for interviewing LYNX staff and for determining which staff (who and how many) should be interviewed.
- **Prepared condition assessment forms for each asset type:** These forms listed the systems and components that were physically examined on each vehicle.
- **Prepared condition rating descriptions for each system/component for each asset/vehicle type:** Descriptions for each rating (1 through 5) were patterned after FTA's Transit Economic Requirements Model (TERM) rating system. The TERM scale is the five-category rating system used to describe the condition of an asset: 5.0—Excellent, 4.0—Good; 3.0—Adequate, 2.0—Marginal, and 1.0—Poor. These rating descriptions are specific to each system/component row on each condition assessment sheet. This reduced the subjectivity and variability of the data, and increased the ability of inspectors to assign consistent ratings for similar conditions. All condition rating descriptions were provided to LYNX for approval to confirm that the ratings to be used for this assessment are consistent with previous ratings in LYNX's system. The condition rating descriptions are summarized in Appendix B.
- **Developed condition assessment metric:** This metric was used to compute a total vehicle condition rating from the individual system/component ratings.

After the preparatory work was completed and approved by LYNX, data collection and assessment was conducted. This phase included the following activities:

- Interviewed LYNX maintenance staff.
- Reviewed asset and maintenance records, including maintenance and reliability/performance information such as failure reports, parts usage records, work orders, out-of-service / mean distance between failures performance data, overhaul/component replacements records, maintenance practices, and other records.
- Performed physical condition assessment by inspecting the vehicles (and assets) per the agreed-upon sampling plan.
- Documented findings for each vehicle using condition assessment forms.
- Uploaded completed assessment forms into the database.

After field work, maintenance data and condition assessment scores were analyzed and summarized with the following inventory data:

- Description
- Asset classification in the TERM Lite asset hierarchy
- Acquisition year



- Useful life
- Replacement cost
- Condition
- If renewable, last renewal year
- If renewable, renewal useful life
- If renewable, cost of renewal.

## A.2 Facilities and Other Assets

A combination of field assessments and samplings were performed on each of the asset categories identified in *Section 2 Inventory of Capital Assets*. From April through August 2015, field teams were assembled with the requisite engineering disciplines to perform the inventory and condition assessments.

The results of the condition assessments were documented in data collection sheets and photographs, which identified the locations of deficiencies; the sheets also summarized the condition of the LYNX assets inspected.

In the field inventory and condition assessments, each discipline was involved in one or more of the following activities prior to or during the assessment:

- Participated in a training session for all inspectors on the data collection forms and condition-rating metrics. This was intended to result in consistency in condition measurement.
- Performed an initial familiarization review to note conspicuous aspects for special attention and to begin the finalization of asset identification.
- Interviewed the appropriate LYNX personnel for input regarding day-to-day issues, problem areas, and access to equipment records.
- Reviewed available management information data and documents, and maintenance records and schedules.
- Reviewed as-built plans for assets.
- Conducted field surveys to finalize the asset identification and augment the information and data obtained above. The field surveys involved hands-on inspections of assets and engineering judgment to identify whether further evaluation or investigations were needed.
- Reviewed renewals/ongoing maintenance to identify any recent replacements and upgrades, and ongoing maintenance requirements.
- Reviewed spare assets owned by LYNX.
- During the site visits and personnel interviews, collected the following information for each asset to assist in the overall assessment:
  - Extent and ease of usage
  - Criticality to operations and to public safety
  - Reliability and availability
  - Maintenance requirements, maintenance contracts, maintenance experience, in-house support, and training



- Expandability (new functions, new users, new field devices, new input/output points, and new interfaces)
- Upgradability
- Planned life span, life expectancy
- Identified known deficiencies and impacts to operations, code compliance, or life safety.

The condition assessments addressed the following subcategories and elements:

- **Stations and Parking:**

- Structures
  - Passenger waiting platforms
  - Security/closed-circuit television (CCTV) camera
- Platforms and Canopies
- Benches
- Site Utilities (platform and site lighting, irrigation)
- Site and Circulation (bus drive lanes, sidewalks, stairs, ramps)
  - Landscaping
  - Handrail
- Retaining Walls (that are not part of the right-of-way inspection)
- Parking (off-street)
  - Pavement
  - Site Utilities (lighting, drainage, and stormwater management)
  - Site Access (access drives, traffic control)
  - Site Circulation (sidewalks, stairs, and ramps)
- **Communications:** The LYNX Operations Center (LOC) includes the control room, computer room, communications room, and other areas. LYNX computers, software, telephones, and printers were used to enter the information into the database.
- **Facilities:** Each of the LYNX maintenance facilities was inspected by a facilities team that included architectural, civil, MEP (mechanical, electrical and plumbing), and shop equipment specialists. The facilities included LYNX Corporate Offices, the LOC, and the Southern Operations Facility in Kissimmee. The assessments included the building shell and mechanical elements, standby power, fueling facilities, access and service facilities, and shop equipment. Shop equipment and fueling facilities were inventoried at the major component level to allow for a more detailed condition assessment and life cycle definition. Code-compliant issues were not addressed.
- **Information Systems:** The assessment identified existing hardware and software from inventory lists and databases, which included IT equipment such as desktop computers, software, and peripherals.



## **Appendix B: Condition Rating Definitions by Vehicle Type**



## B.1 Buses

Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Exterior</b>	Heavy corrosion or damage, holes evident, access doors loose, parts worn beyond reasonable service limits	Corrosion evident, hinges or latches frozen, major cosmetic damage, some non-critical parts broken	Minor corrosion or scrapes present but could be repaired with cleaning priming and painting, minor cosmetic damage, parts heavily worn but serviceable	Condition generally good, may need painting	Like new condition, clean and tight
<b>Interior: Driver Area &amp; Passenger Area</b>	Parts broken or missing, not functional	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable with cleaning, painting or adjusting	Clean and mechanically sound but age apparent	Like new condition, clean and tight
<b>Electrical Systems &amp; Door Control</b>	Parts broken or missing, not functional	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Lighting System</b>	Parts broken or missing, not functional	Switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Engine Compartment &amp; Drive Train</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts.	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Chassis / Under-structure</b>	Heavy corrosion, holes and cracking, massive leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged hoses, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and bushings, some components require adjustment	Generally clean, mechanically sound, visible wear, minimal leakage	Like new condition, clean and tight
<b>Pneumatic System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Suspension System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Brakes</b>	Parts broken or missing, not functional	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and some components require adjustment	Mechanically sound but age apparent	Like new condition, clean and tight



Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>HVAC System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>ADA Lift / Ramp</b>	Parts broken or missing, not functional	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and some components require adjustment	Mechanically sound but age apparent	Like new condition, clean and tight

## B.2 Ride Share Vehicles

Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Exterior</b>	Heavy corrosion or damage, holes evident, access doors loose, parts worn beyond reasonable service limits	Corrosion evident, hinges or latches frozen, major cosmetic damage, some non-critical parts broken	Minor corrosion or scrapes present but could be repaired with cleaning priming and painting, minor cosmetic damage, parts heavily worn but serviceable	Condition generally good, may need painting	Like new condition, clean and tight
<b>Interior: Driver Area &amp; Passenger Area</b>	Parts broken or missing, not functional.	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable with cleaning, painting or adjusting	Clean and mechanically sound but age apparent	Like new condition, clean and tight
<b>Electrical Systems</b>	Parts broken or missing, not functional.	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Lighting System</b>	Parts broken or missing, not functional	Switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Engine Compartment &amp; Drive Train</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts.	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Chassis / Under-structure</b>	Heavy corrosion, holes and cracking, massive leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged hoses, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and bushings, some components require adjustment	Generally clean, mechanically sound, visible wear, minimal leakage	Like new condition, clean and tight



Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Suspension System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts.	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Brakes</b>	Parts broken or missing, not functional	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and some components require adjustment	Mechanically sound but age apparent	Like new condition, clean and tight
<b>HVAC System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning.	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight

### B.3 Paratransit Vehicles

Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Exterior</b>	Heavy corrosion or damage, holes evident, access doors loose, parts worn beyond reasonable service limits	Corrosion evident, hinges or latches frozen, major cosmetic damage, some non-critical parts broken	Minor corrosion or scrapes present but could be repaired with cleaning priming and painting, minor cosmetic damage, parts heavily worn but serviceable	Condition generally good, may need painting	Like new condition, clean and tight
<b>Interior: Driver Area &amp; Passenger Area</b>	Parts broken or missing, not functional	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable with cleaning, painting or adjusting	Clean and mechanically sound but age apparent	Like new condition, clean and tight
<b>Electrical Systems</b>	Parts broken or missing, not functional	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Lighting System</b>	Parts broken or missing, not functional	Switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Engine Compartment &amp; Drive Train</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts.	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight



Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Chassis / Under-structure</b>	Heavy corrosion, holes and cracking, massive leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged hoses, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and bushings, some components require adjustment	Generally clean, mechanically sound, visible wear, minimal leakage	Like new condition, clean and tight
<b>Suspension System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Brakes</b>	Parts broken or missing, not functional	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and some components require adjustment	Mechanically sound but age apparent	Like new condition, clean and tight
<b>HVAC System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>ADA Lift / Ramp</b>	Parts broken or missing, not functional	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts.	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and some components require adjustment	Mechanically sound but age apparent	Like new condition, clean and tight

## B.4 Support Vehicles

Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Exterior</b>	Heavy corrosion or damage, holes evident, access doors loose, parts worn beyond reasonable service limits	Corrosion evident, hinges or latches frozen, major cosmetic damage, some non-critical parts broken	Minor corrosion or scrapes present but could be repaired with cleaning priming and painting, minor cosmetic damage, parts heavily worn but serviceable	Condition generally good, may need painting	Like new condition, clean and tight
<b>Interior: Driver Area &amp; Passenger Area</b>	Parts broken or missing, not functional.	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable with cleaning, painting or adjusting	Clean and mechanically sound but age apparent	Like new condition, clean and tight



Equipment	Condition Rating 1	Condition Rating 2	Condition Rating 3	Condition Rating 4	Condition Rating 5
<b>Electrical Systems</b>	Parts broken or missing, not functional	Visible leakage, switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Lighting System</b>	Parts broken or missing, not functional	Switches or hinges frozen, non-critical parts broken or loose	Corroded or dirty but repairable	Mechanically sound but age apparent	Like new condition, clean and tight
<b>Engine Compartment &amp; Drive Train</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts.	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Chassis / Under-structure</b>	Heavy corrosion, holes and cracking, massive leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged hoses, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and bushings, some components require adjustment	Generally clean, mechanically sound, visible wear, minimal leakage	Like new condition, clean and tight
<b>Suspension System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Brakes</b>	Parts broken or missing, not functional	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn hoses and some components require adjustment	Mechanically sound but age apparent	Like new condition, clean and tight
<b>HVAC System</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight
<b>Specialty Equipment</b>	Heavy corrosion, holes evident, major leaks, parts broken or missing, not functioning	Corrosion and cracking evident, heavy leakage, some mountings broken, damaged cables and belts, heavy wear, broken or missing parts	Minor corrosion or cracking present but repairable, minor leakage, worn cables and belts.	Generally clean, mechanically sound, wear visible, minimal leakage	Like new condition, clean and tight



## **Appendix C: SGR Analysis Methodology**



## C.1 Inputs

This section describes the TERM Lite model inputs used in the SGR analysis. The three primary inputs from the LYNX inventory:

- **Asset inventory:** Consists of LYNX individual asset line items in the LYNX asset inventory.
- **Asset type data:** Consists of asset types addressed in TERM Lite.
- **Annual budget constraints:** An unconstrained scenario is described in Section 4.2.3. A constrained scenario is described in *Section 5 Investment Prioritization*.

### C.1.1 Asset Inventory

The asset inventory in the SGR analysis included the following data fields for each of the 1,113 line items, based on field observations, professional judgment, LYNX's inventory, and industry standards:

- **Replacement life:** This was determined using LYNX's standard and industry standards.
- **Condition rating:** A combination of field observations and professional judgment was used to determine the asset condition ratings. The condition assessment process is described in *Section 3 Assessment of Asset Condition*.
- **Replacement cost:** Asset records, LYNX's standards and industry standards, and professional judgment were applied to assign a loaded replacement cost to all assets.
- **Renewal cost:** For applicable assets, these costs (e.g., the cost of a new drivetrain in a bus) were assigned to asset types as a percentage of asset replacement costs. These percentages were mapped to each asset based on asset type.
- **Renewal life:** For applicable assets, these costs were assigned to asset types as a percentage of assets replacement life. These percentages were mapped to each asset based on asset type.
- **Annual capital maintenance cost:** For applicable assets, these costs were assigned to asset types as a percentage of asset replacement costs. These percentages were mapped to each asset based on asset type.

### C.1.2 Asset Type Data

Each of the LYNX asset line items included in the inventory was categorized into one of the 600 asset types applied in TERM Lite. These asset types are arranged in a hierarchy summarized below:

- **Asset category:** The five asset categories used in this analysis were facilities, guideway elements, stations, systems, and vehicles.
- **Asset subcategory:** The 5 asset categories were further broken out into 32 subcategories.
- **Asset element:** The 32 subcategories were further broken out into a total of 152 elements.
- **Asset sub-element:** The 152 elements were further broken out into a total of 600 sub-elements.

Note that the LYNX asset inventory does not include assets in every one of the 600 asset types. (The asset classification in TERM Lite was created to be comprehensive for all transit agencies nationwide, including modes not operated by LYNX).



### C.1.3 Outputs

TERM Lite produced four primary outputs that were used in the SGR analysis:

- **20-Year Annual SGR Needs:** This included average total annual SGR needs, annual SGR needs by category, and annual SGR needs by subcategory. Note that a calculation of 20-year SGR need was not a direct output of TERM Lite. Therefore, an unconstrained scenario (i.e., a scenario with an effectively unlimited budget) was required. Because unconstrained spending equals total need, a spending output report, which was a direct output of the model, was used in place of a needs report.
- **20-Year Annual SGR Spending:** This included average total annual SGR spending and annual SGR spending by asset type. Note that, unlike the 20-year SGR needs calculation, a 20-year spending report is a direct output of TERM Lite.
- **20-Year Annual SGR Backlog:** This included total initial SGR backlog, initial SGR backlog by asset type, change in SGR backlog over the analysis time frame, and change in SGR backlog by asset type.
- **20-Year Annual Asset Condition:** This included the overall change in asset condition over the analysis period and the change in asset condition by asset type and location.



## **Appendix D: Investment Prioritization Process**



## D.1 Step 1: Calculate Priority Scores

TERM Lite prioritizes based on asset condition (based on asset age) and a set of three criteria ratings: safety and security risk ratings, operations and maintenance (O&M) cost impact ratings, and reliability ratings. A set of ratings were assigned to each asset class on a scale from 5 (most impact) to 1 (least impact). Table D-1 summarizes these ratings.

**Table D-1: Asset Ratings for Select Asset Types**

Asset	Safety & Security	O&M Cost Impact	Reliability
Facilities: bus washer	3	3	2
Facilities: office computers	2	1	2
Guideway elements: bus guideway	2	3	3
Stations: parking lots	3	3	2
Stations: bus shelters	4	3	2
Stations: platform	4	3	2
Systems: CCTV	5	1	3
Systems: public address systems	4	1	1
Vehicles: 40-foot bus	5	5	5
Vehicles: non-revenue car	3	3	3

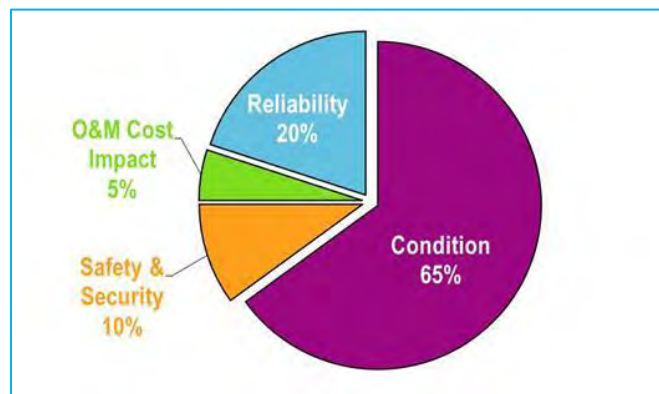
Note: These are default values developed by the FTA and do not necessarily reflect LYNX's policy. They are not absolutes and could be changed by LYNX.

The model applied these ratings to the weights described below to calculate an initial set of asset priority scores on a scale from 100 (highest priority) to 0 (lowest priority), (including fractional values). The priority scores were used to sort all asset line items by priority in order to identify those assets most in need of investment in a budget-constrained scenario.

Four evaluation factors were used to calculate the asset priority score: condition score, safety and security, O&M cost impact, reliability, and user-defined factor (a fifth evaluation factor, a user-defined criterion, was not applied). These factors were weighted (default weights in TERM Lite were applied in this analysis; LYNX-specific weights could be applied in future analyses).

Figure D-1 summarizes the weights applied to the five asset evaluation factors in this analysis. The subsequent sections explain the different factors and their weights as applied in TERM Lite for this SGR analysis.

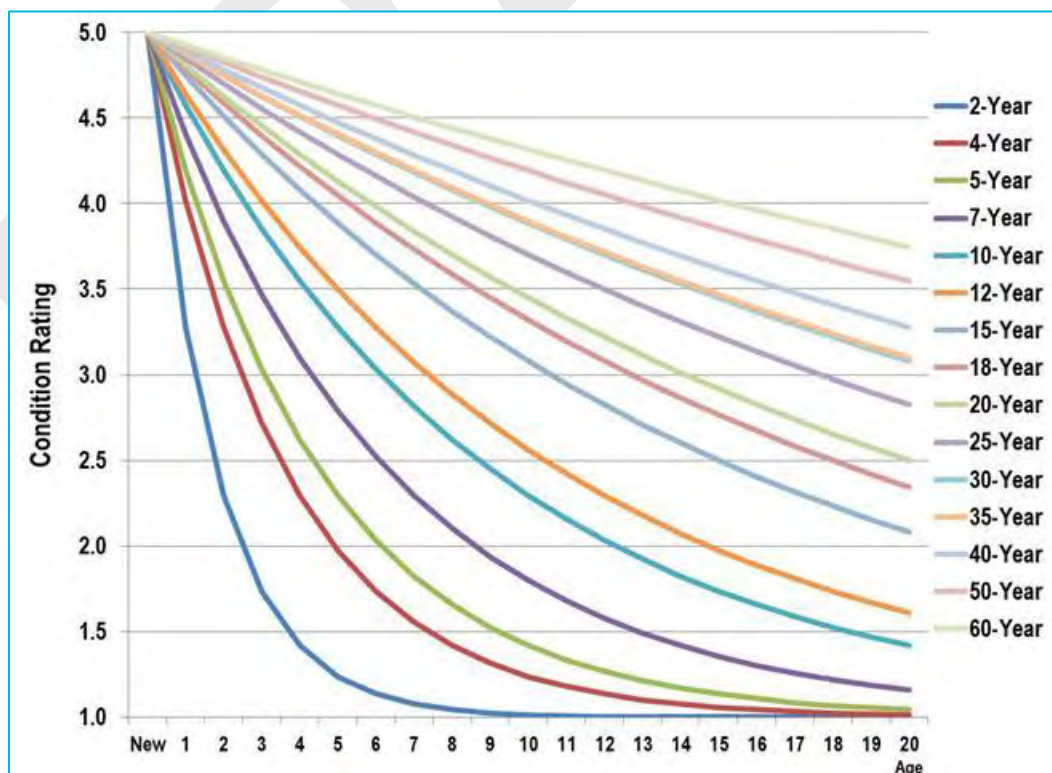


**Figure D-1: Asset Evaluation Factors and Weights**

### D.1.1 Asset Condition

Asset condition accounted for 65 percent of the total priority score for each asset. As applied in TERM Lite, the asset condition rating was a function of asset age. This condition rating is different from the condition rating assessed through field observations prior to the SGR analysis. Asset decay curves, which were used to calculate the asset condition rating for all assets, varied based on an asset's useful life. New assets were assigned an asset condition rating of 5.0; assets decay to a rating of 1.0 along a uniform curve that varied based on an asset's useful life. The asset decay curves were calibrated so that a rating of 2.5 occurred at the end of an asset's useful life.

Figure D-2 is a summary of all asset decay curves applied in the TERM Lite in this analysis.

**Figure D-2: Asset Decay Curves in TERM Lite**



The various major asset types associated with each useful life and decay curve are listed below:

- **2-year:** CCTV cameras
- **4-year:** demand response sedans, non-revenue sedans, building landscaping
- **5-year:** office software, CCTV cameras, industrial equipment
- **7-year:** demand response vans, non-revenue vans, office hardware
- **10-year:** simulators, bus washers, phone systems, copiers
- **12-year:** buses, vehicle lifts, bus vacuums
- **15-year:** heating, ventilation, and air-conditioning (HVAC) systems, vehicles lifts
- **18-year:** vehicle lifts, forklifts, compressors
- **20-year:** building components, generators, paint booths
- **25-year:** building roofs, fueling equipment
- **30-year:** electric power supply equipment, building pollution control
- **35-year:** elevator motors
- **40-year:** building structural components, overhead cranes
- **50-year:** building components
- **60-year:** building structural components, platforms

The condition priority score calculation is:

$$\text{Asset condition priority score} = 6 - \text{condition rating}$$

For example, a new asset with a condition rating of 5.0 would have a condition priority score of 1.0, while a highly deteriorated asset with a condition rating of 2 would have a high condition priority score of 4. Figure D-2 is a summary of the relationship between an asset's condition rating and its condition priority score.

**Table D-2: Summary of Condition Ratings and Condition Priority Scores**

Condition Description	Condition Rating	Condition Priority Score
New	5	1
Good	4	2
Marginal	3	3
Worn	2	4
Obsolete	1	5

### D.1.2 Safety and Security

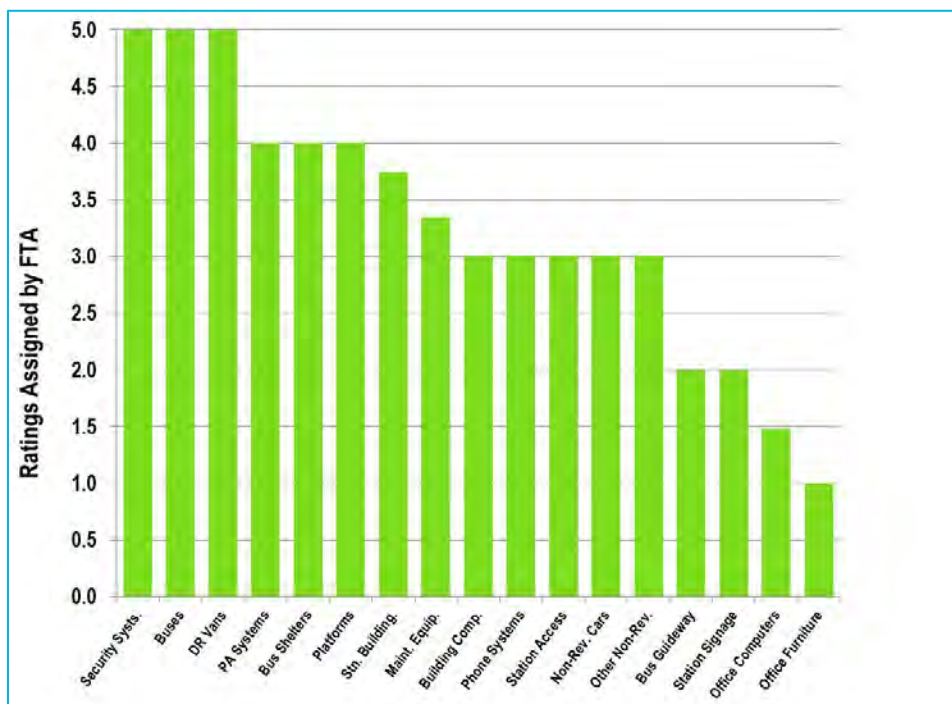
The safety and security risk rating accounts for 10 percent of an asset's total priority score. All assets were assigned a score of 1 to 5 using the default values in TERM Lite.

Figure D-3 summarizes the safety and security risk ratings of the 17 asset subcategories included in the LYNX inventory. Each of the 600 asset category/ subcategory/element/sub-



element types included in TERM Lite has a default safety and security risk rating that is a whole number between 1 and 5. In Figure D-3 these ratings were rolled up into an average rating weighted by the replacement value of LYNX assets.

**Figure D-3: Safety and Security Risk Ratings by Asset Subcategory**



\*Weighted by replacement value

The priority score for safety and security is:

$$\text{Safety and security priority score} = (\text{safety and security risk rating} * \text{asset condition evaluation score}) / 5$$

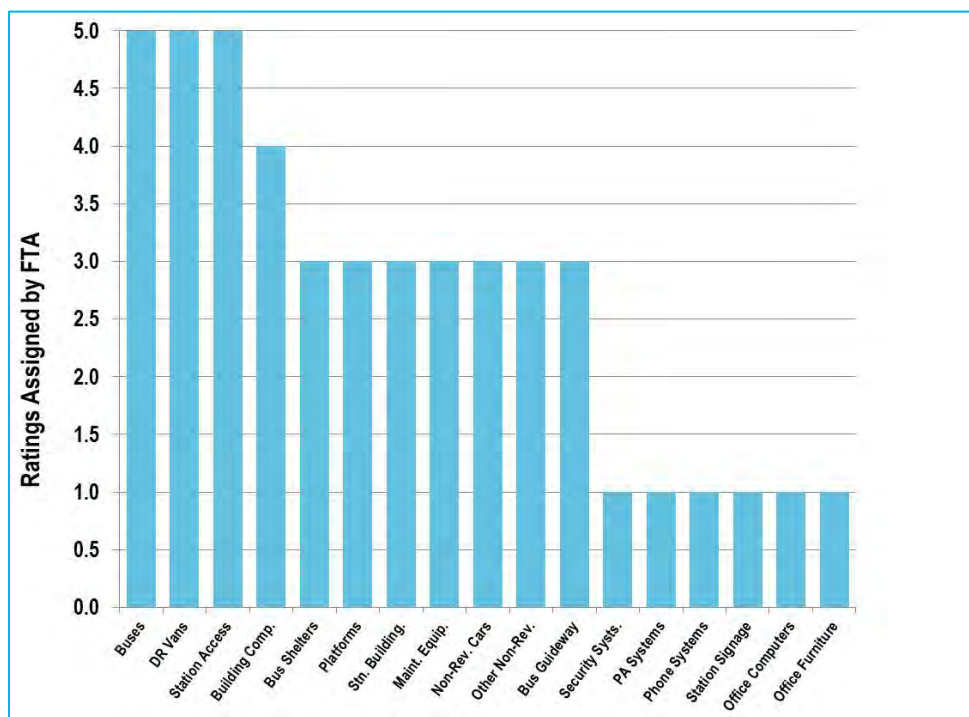
The safety and security priority score incorporates asset condition because safety risk is not static over the life of an asset. As an asset deteriorates, the safety risks increase.

### D.1.3 O&M Cost

The O&M cost impact rating accounts for 5 percent of an asset's total priority score. All assets were assigned a score of 1 to 5, using the default values in TERM Lite.

Figure D-4 summarizes the O&M cost impact ratings of the 17 detailed asset subcategories included in the LYNX inventory. All 600 asset category/subcategory/element/sub-element types included in TERM Lite have an assigned O&M cost impact rating that is a whole number between 1 and 5. In Figure D-4 these ratings were rolled up into an average rating weighted by the replacement value of LYNX assets.



**Figure D-4: O&M Cost Impact Ratings by Asset Subcategory**

\*Weighted by replacement value

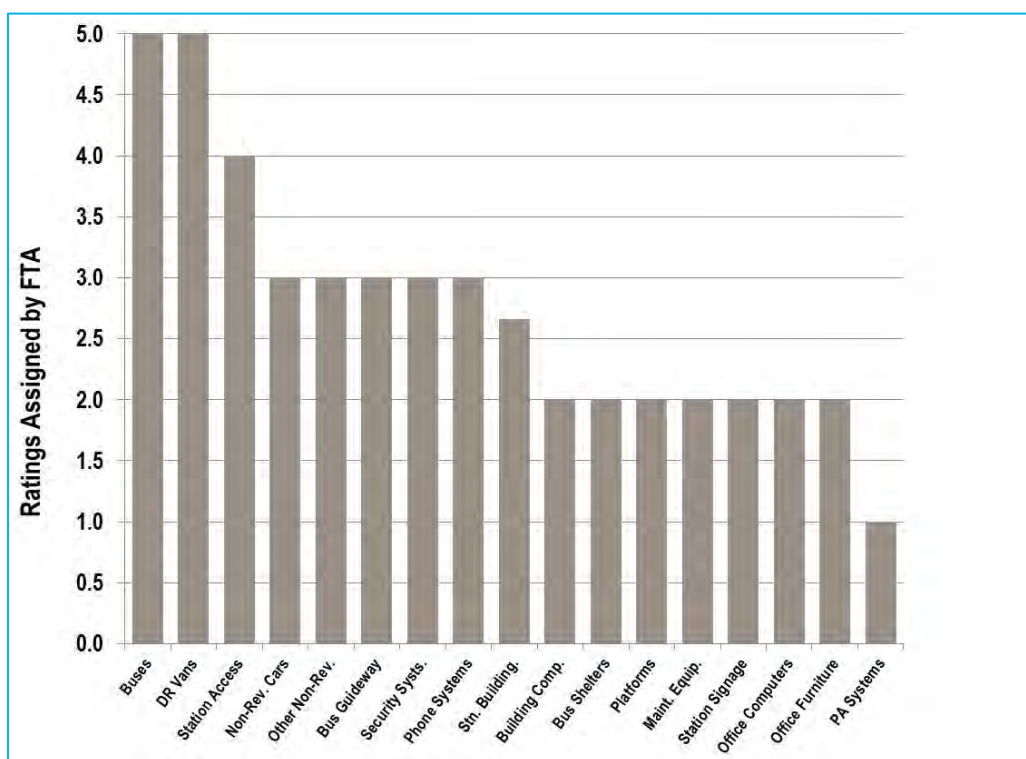
The O&M cost impact priority score does not change over the life of an asset.

#### D.1.4 Reliability

The reliability rating accounted for 20 percent of an asset's total priority score. All assets were assigned a score of 1 to 5 using the default values in TERM Lite.

Figure D-5 summarizes the reliability ratings of the 17 asset subcategories included in the LYNX inventory. Note that all 600 asset category/subcategory/element/sub-element types included in TERM Lite have an assigned reliability rating that is a whole number between 1 and 5. In Figure D-5 these ratings were rolled up into an average rating weighted by the replacement value of LYNX assets.



**Figure D-5: Reliability Ratings by Asset Subcategory**

\*Weighted by replacement value

The priority score for reliability is:

$$\text{Reliability priority score} = (\text{reliability rating} * \text{asset condition score}) / 5$$

The reliability priority score incorporates the asset's condition because asset reliability is not static over the life of an asset. As an asset deteriorates, its reliability decreases.

### D.1.5 Consolidated Asset Priority Score Calculation

The consolidated priority score calculation for an asset in a given year is:

$$\text{Asset priority score} = [(condition\ score * 65) + (safety\ and\ security\ score * 10) + (O\&M\ cost\ impact\ score * 5) + (reliability\ score * 20)] / 5$$

## D.2 Step 2: Sort Action by Priority Score

Once the priority scores for all assets in the asset inventory were calculated in each analysis year, TERM Lite sorted the line items in descending order, from highest priority score to lowest priority score.

## D.3 Step 3: Fund Actions

After the asset line items were sorted by priority score, TERM Lite applied the budget constraint (based on recent LYNX capital plans) to fund actions in descending order of priority. In each analysis year, TERM Lite begins at the top of the list, allocating funds to replacement, renewal, and capital maintenance actions until funding runs out.



#### **D.4 Step 4: Age Assets and Recalculate Priority Scores**

Once all funding in each year has been exhausted, TERM Lite ages the assets by 1 year. Assets that did not receive investments in the previous year will have a high-priority score due to their worsened condition. The model repeats Steps 1 through 3 in each year of the SGR analysis period.

DRAFT



## **Appendix E: Investment Prioritization Charts Based on Application of TERM Lite**



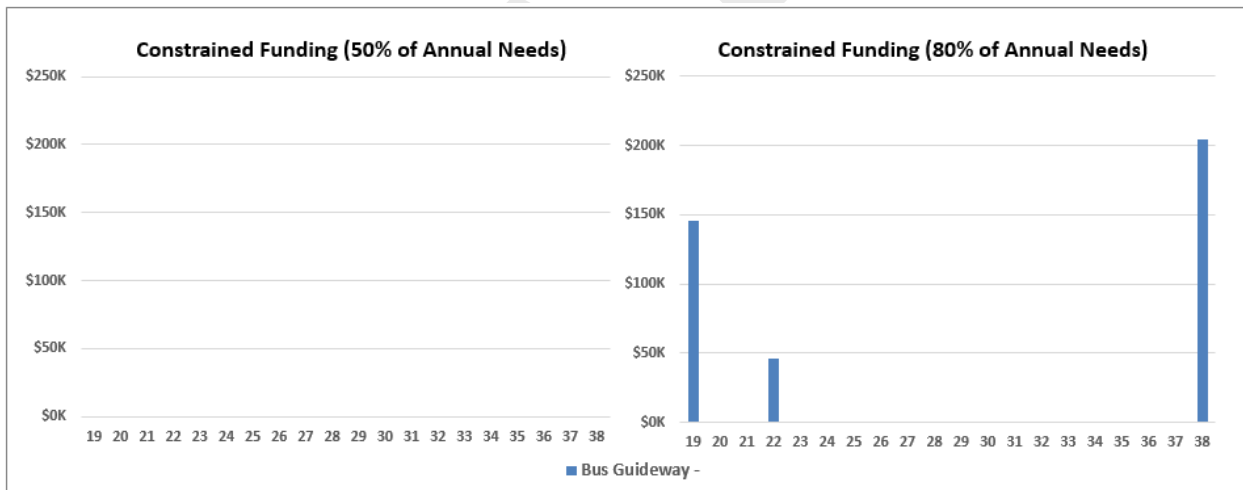
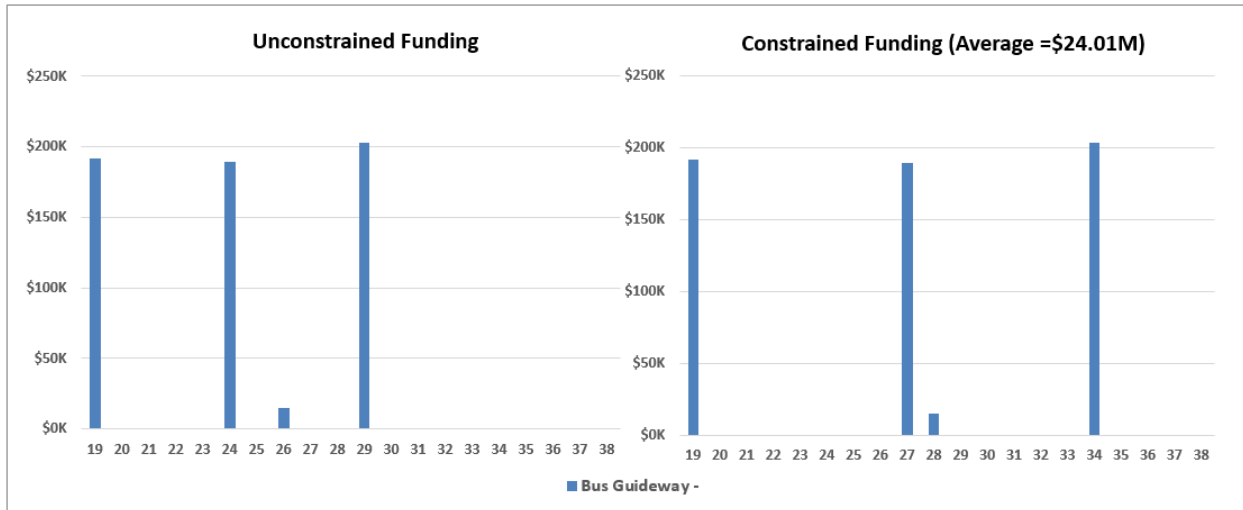
## E.1 SGR Funding by Subcategory

### E.1.1 Facilities Funding





## E.1.2 Bus Guideway Funding





### E.1.3 Stations Funding



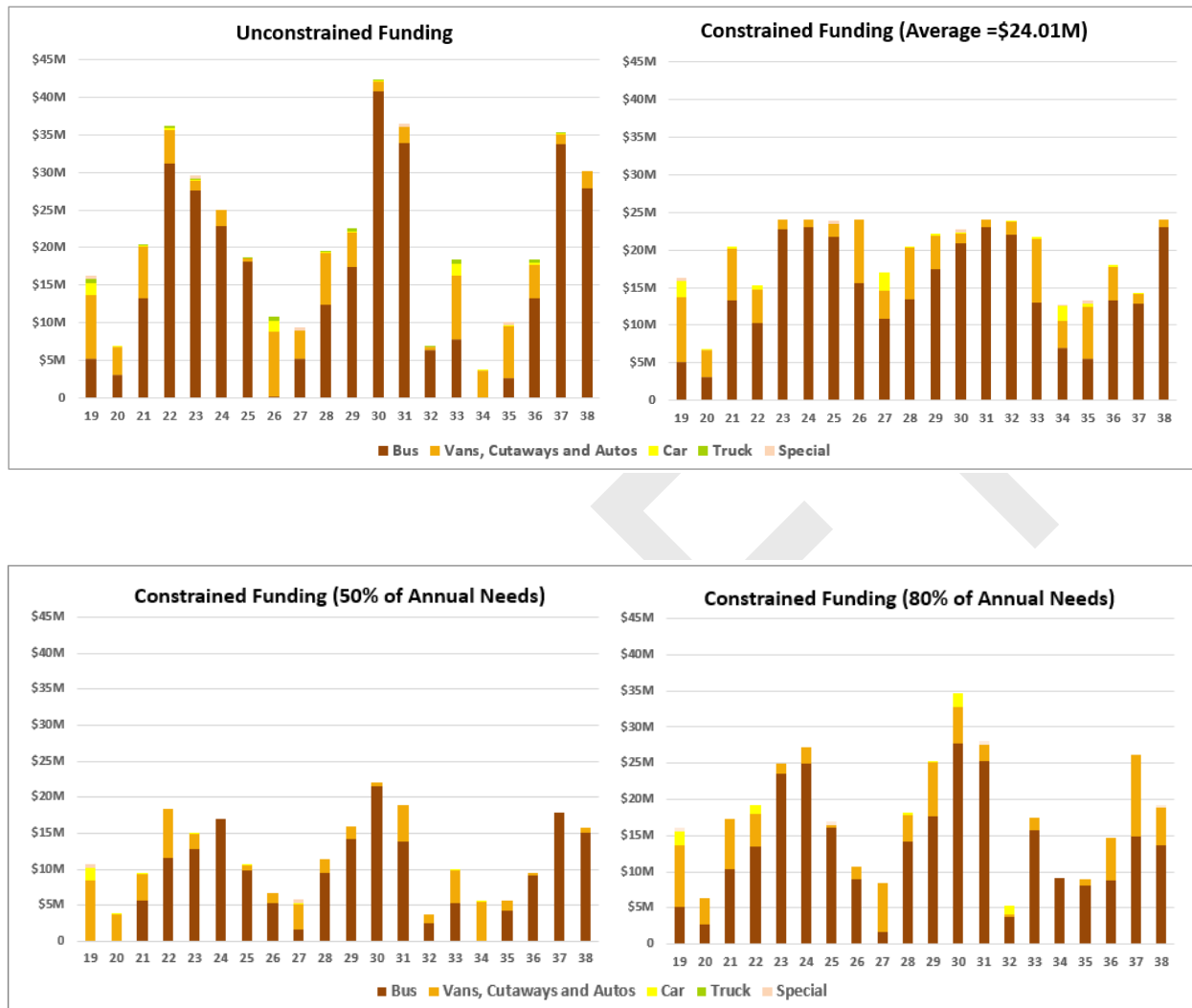


## E.1.4 Systems Funding





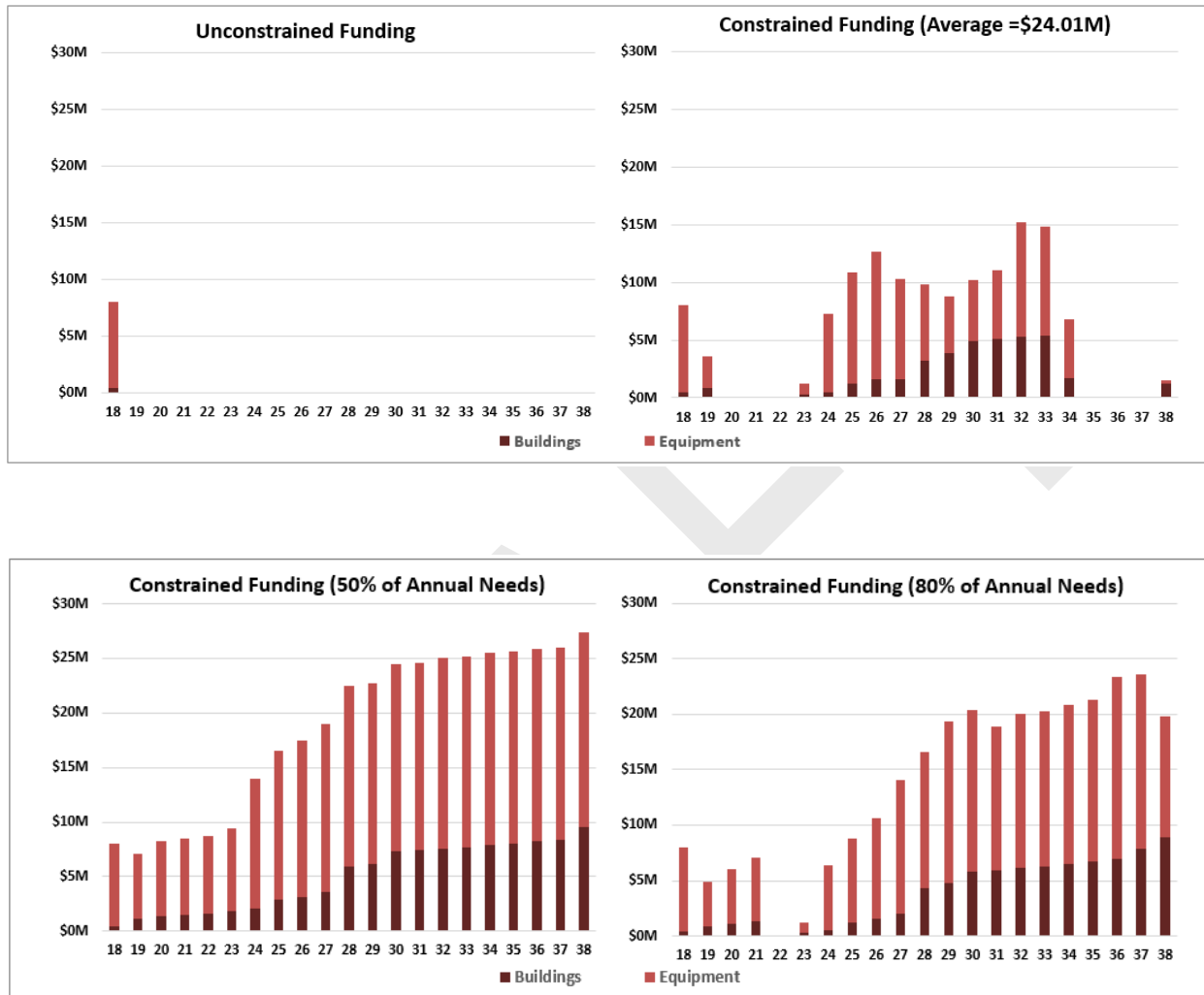
## E.1.5 Vehicles Funding





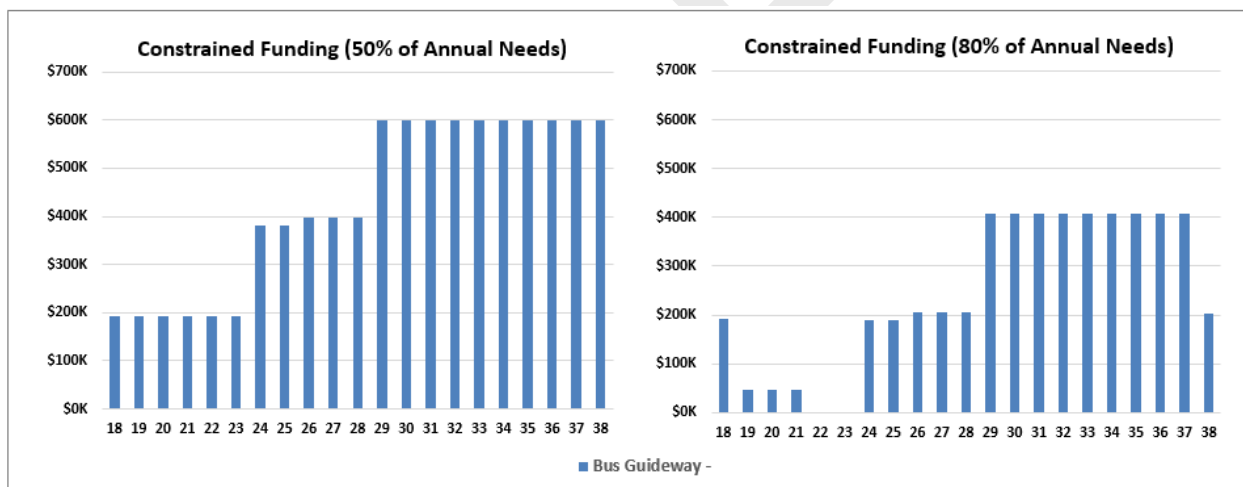
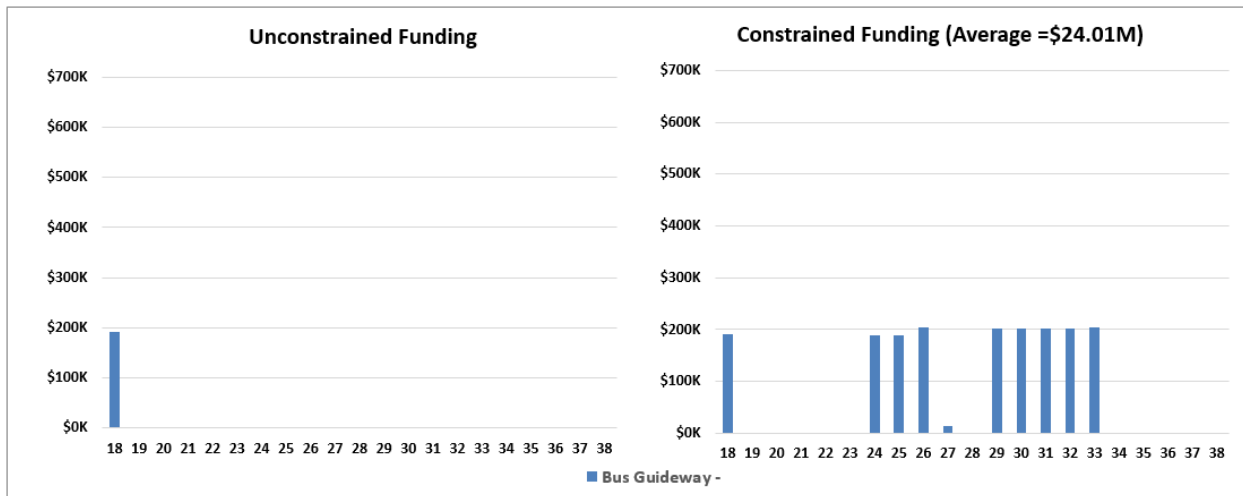
## E.2 SGR Backlog by Subcategory

### E.2.1 Facilities Backlog



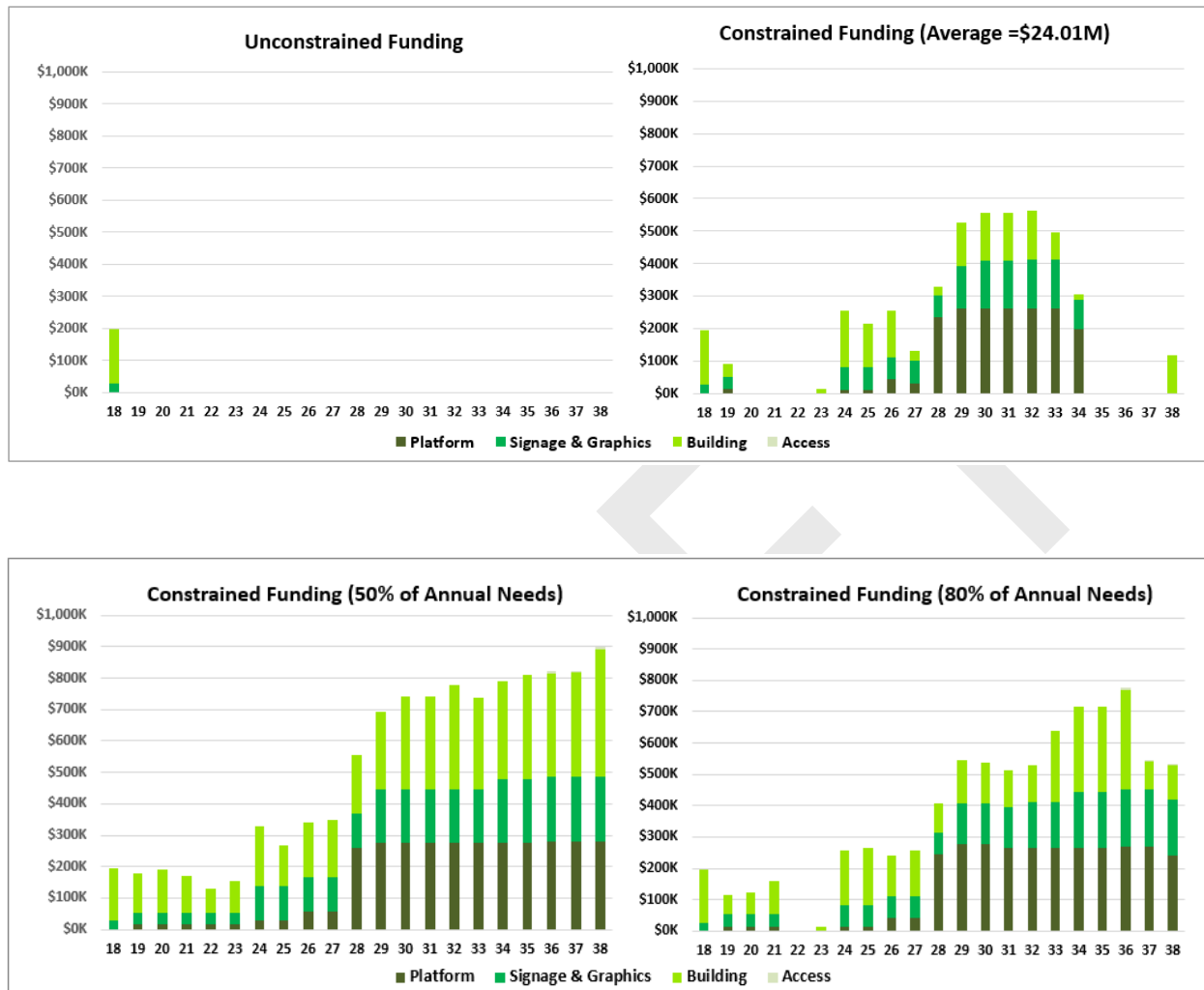


## E.2.2 Bus Guideway Backlog





## E.2.3 Stations Backlog



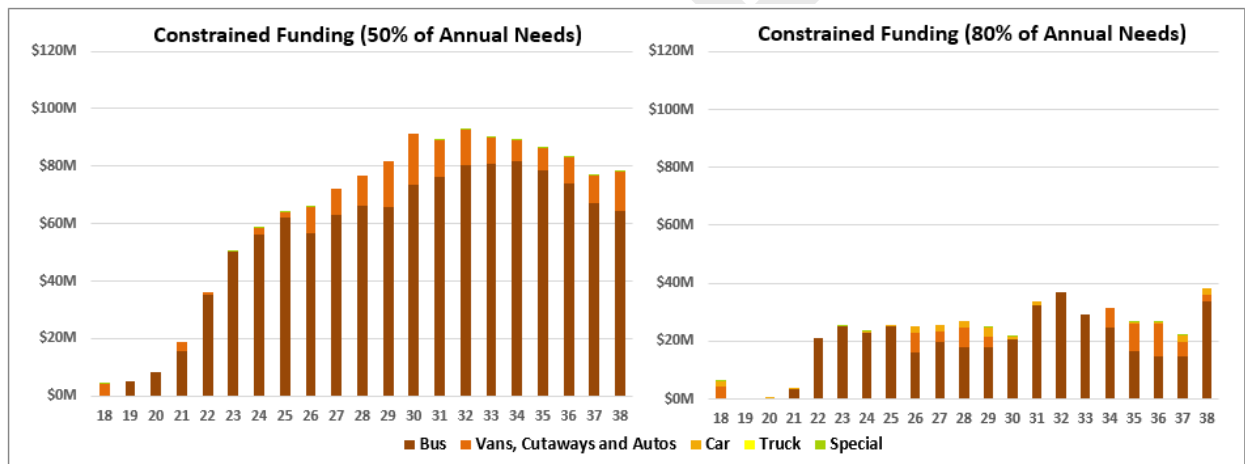
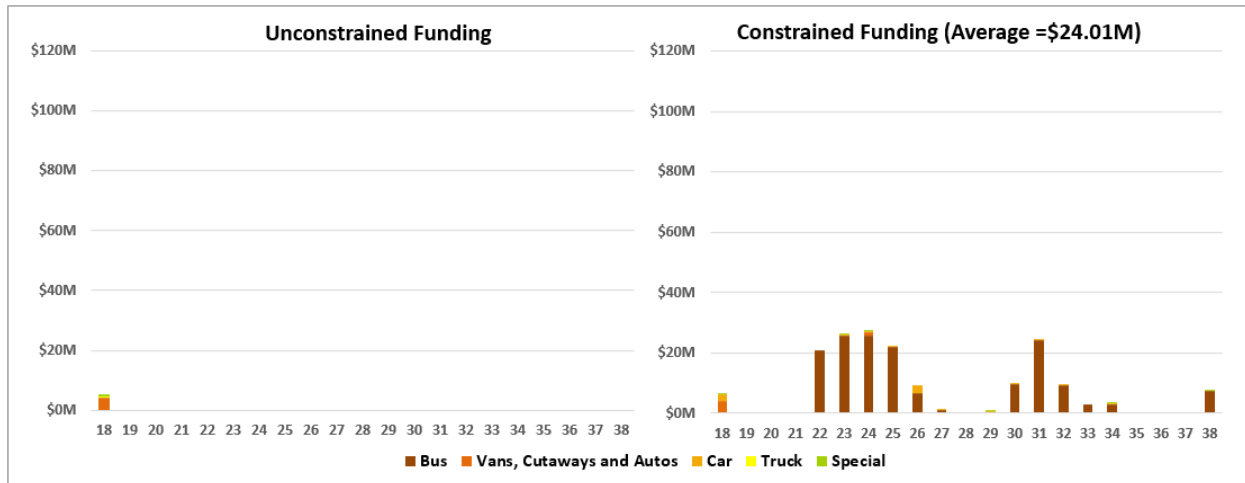


## E.2.4 Systems Backlog





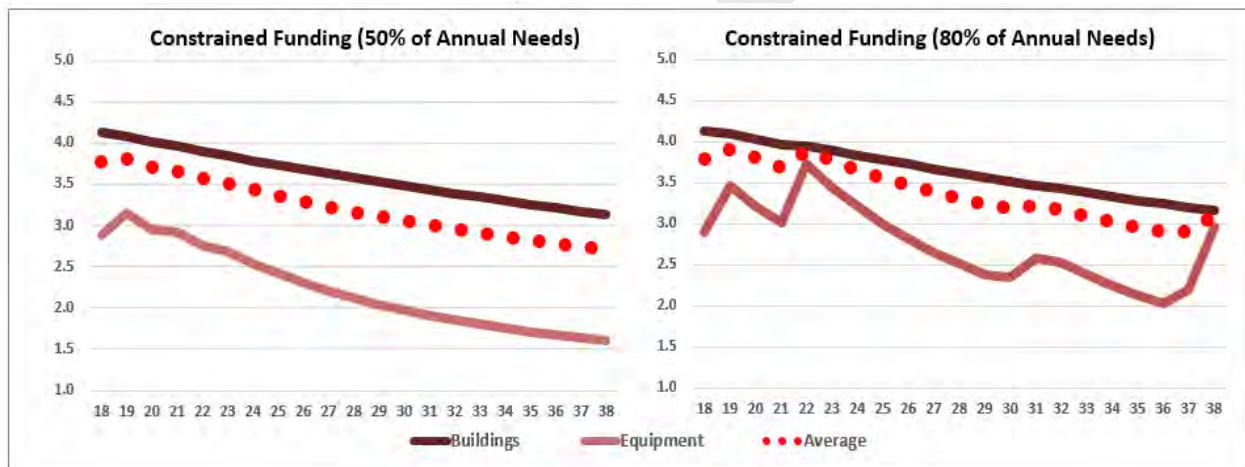
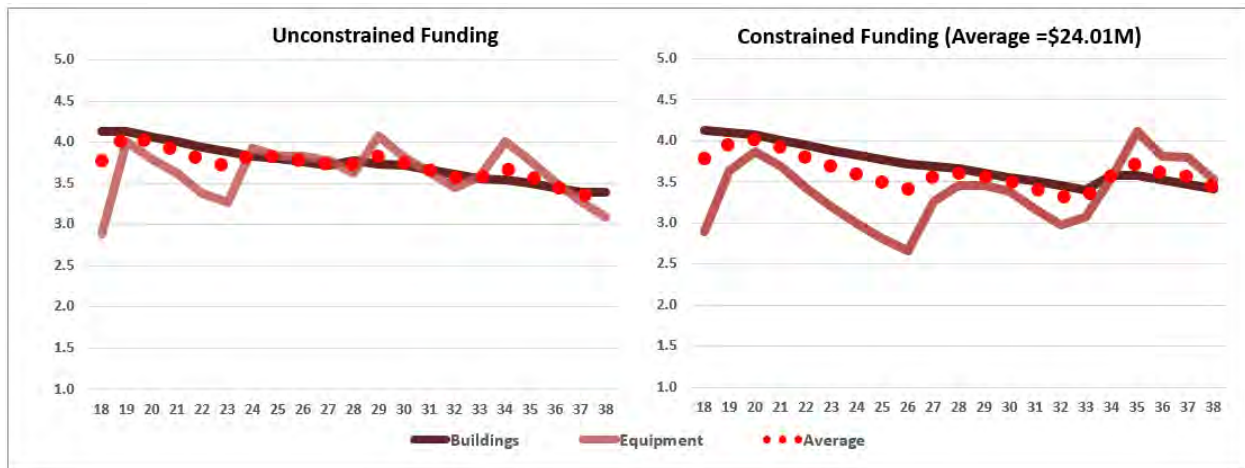
## E.2.5 Vehicles Backlog





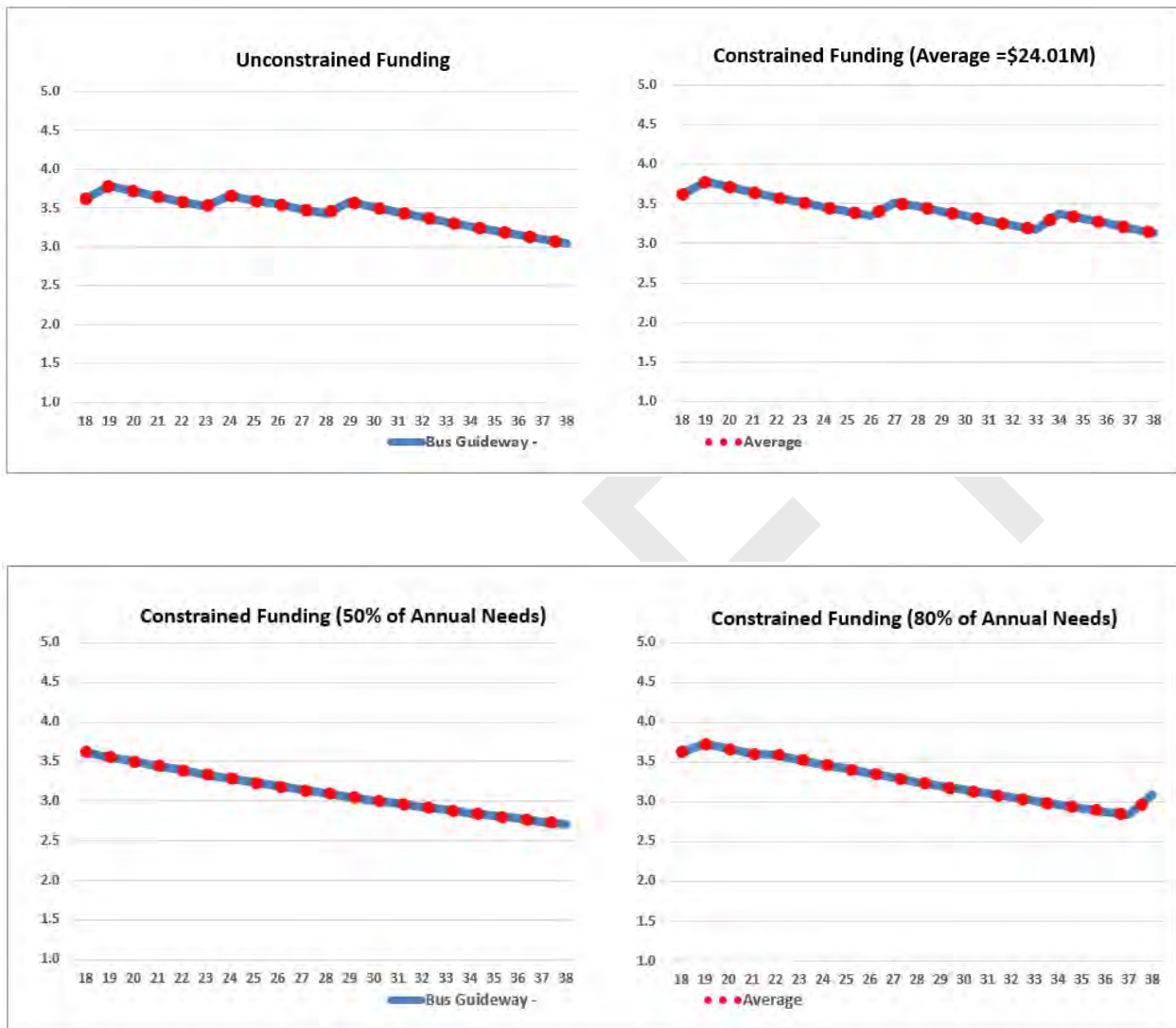
## E.3 Asset Condition by Subcategory

### E.3.1 Facilities Condition



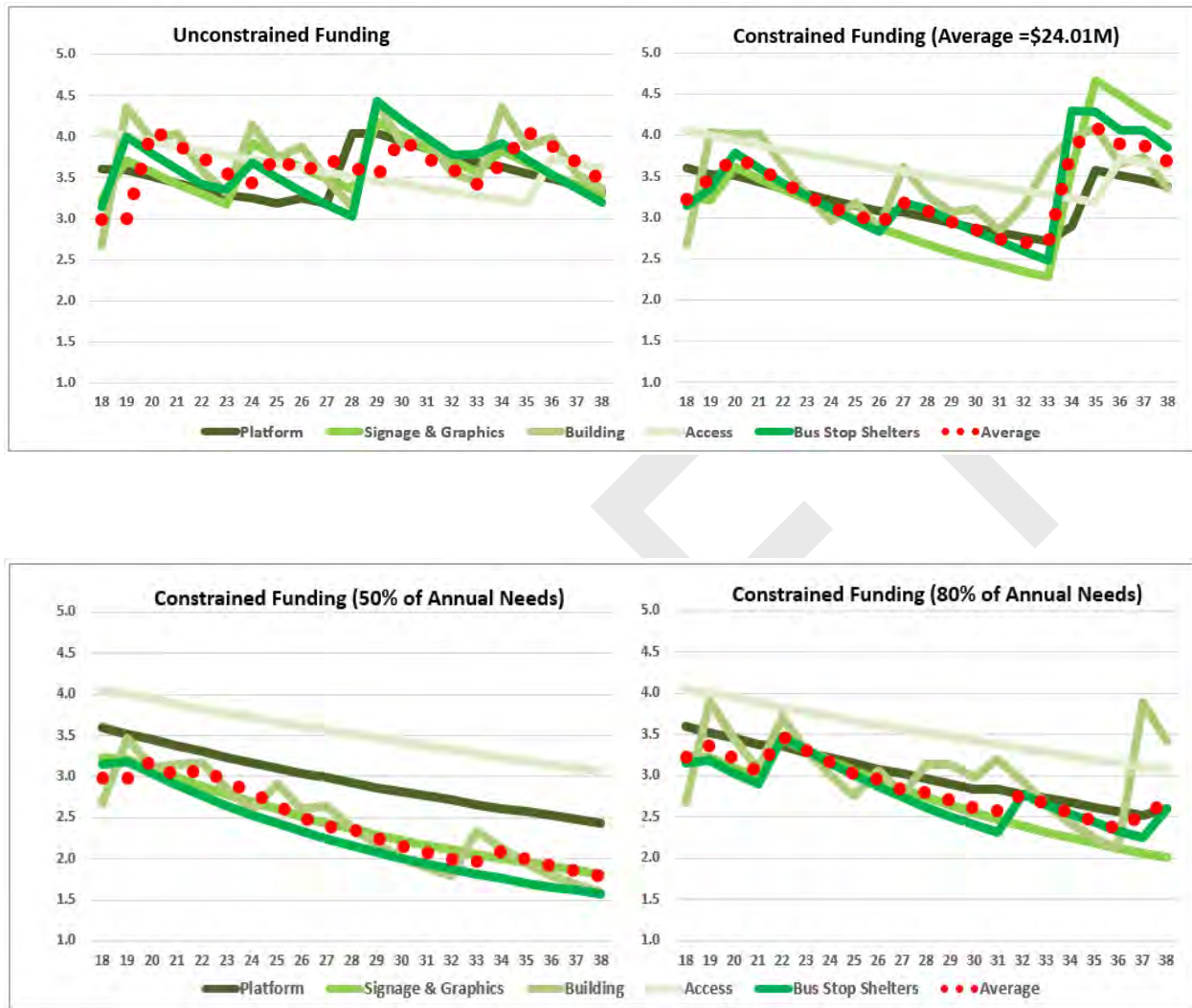


### E.3.2 Bus Guideway Condition



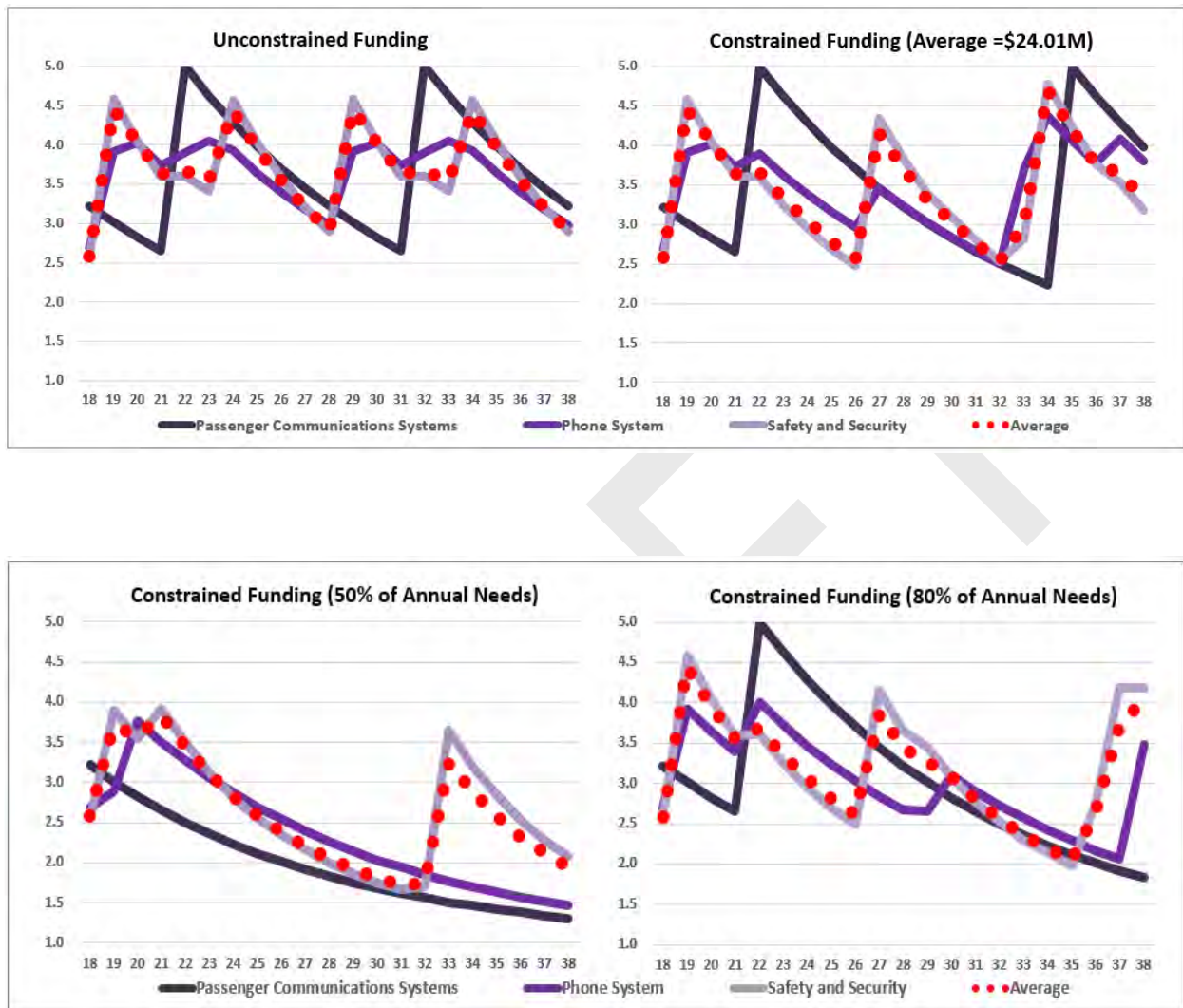


### E.3.3 Stations Condition



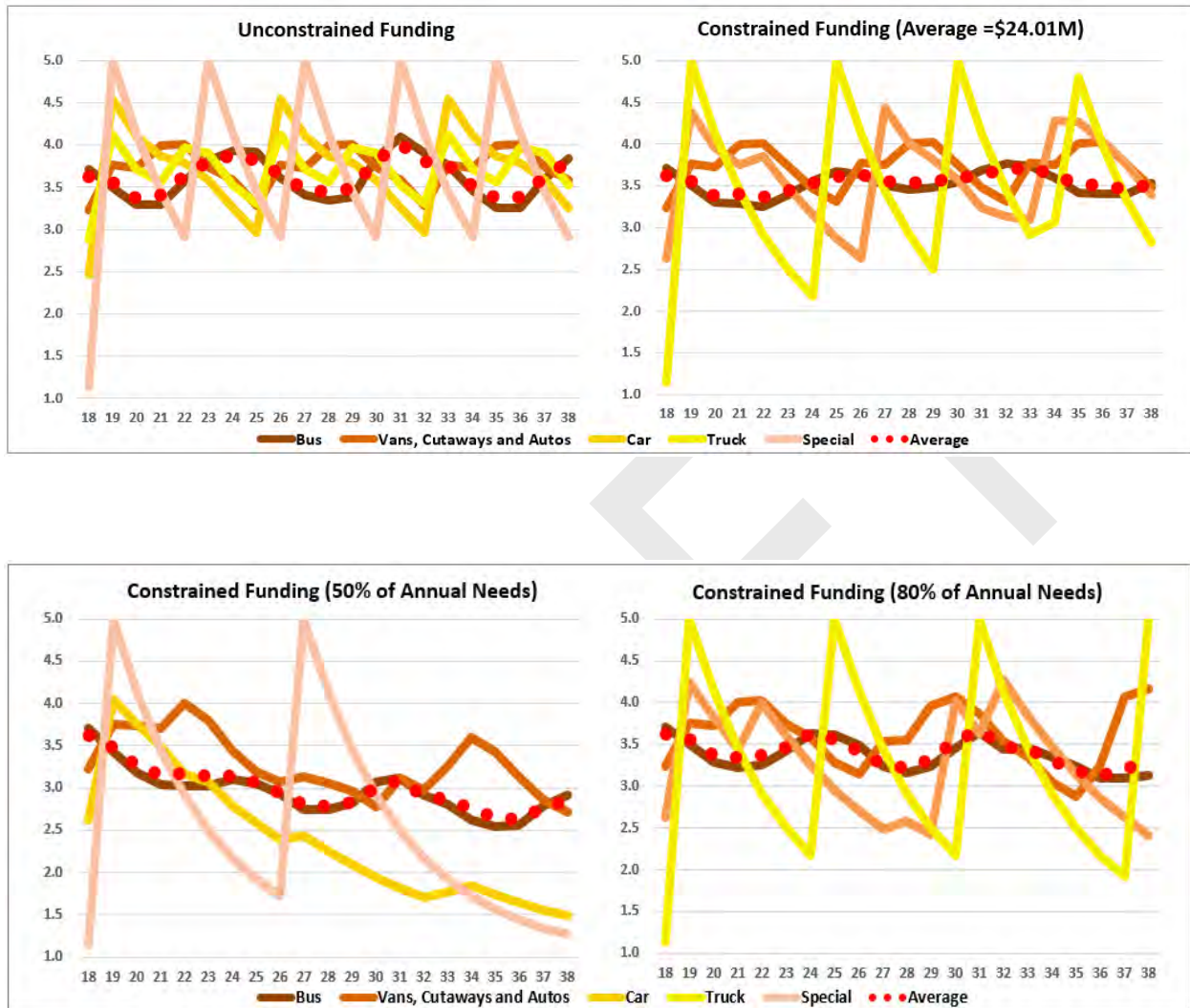


### E.3.4 Systems Condition





### E.3.5 Vehicles Condition





AECOM  
150 N. Orange Ave  
Suite 200  
Orlando, FL 32801  
[aecom.com](http://aecom.com)



# LYNX Transit Asset Management (TAM) Plan

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Presentation to the Oversight Committee  
September 27, 2018



# TAM Plan Elements



1. Inventory of Capital Assets
2. Condition Assessment
3. Decision Support Tools
4. Investment Prioritization
5. TAM & SGR Policy
6. Implementation Strategy
7. Key Annual Activities
8. Identification of Resources
9. Evaluation Plan

AECOM





# Snapshot of LYNX Asset Inventory

## All Asset Categories (2018\$) – Final Analysis

- Number of asset records.....1,113
- Total replacement value.....\$270.2 million
- Average age of assets (by repl. value)....7.9 years
- Average % of useful life remaining  
(by replacement value) .....54.4%



# Asset Replacement Value by Asset Category (Millions of 2018\$)



Asset Category	Replacement Value
Facilities	\$71.6
Guideway Elements	\$2.3
Stations	\$3.2
Systems	\$1.9
Vehicles	\$191.2
<b>Total</b>	<b>\$270.2</b>



# Estimated LYNX Asset Replacement Cost Based on TERM Condition (2018\$)

	FY2018 Replacement Cost (thousands) Based on TERM Condition				
	5.4-4.1	4.0-3.1	3.0-2.1	2.0-1.0	Total
Facilities	\$46,255,047	\$12,354,311	\$9,315,598	\$3,706,848	\$71,631,804
Guideway Elements*	\$529,021	\$1,416,633	\$381,832	\$-	\$2,327,480
Systems	\$-	\$482,458	\$953,523	\$468,734	\$1,904,716
Stations	\$192,608	\$2,393,985	\$376,002	\$201,486	\$3,164,082
Vehicles	\$40,390,195.82	\$125,166,023.14	\$23,565,340.19	\$2,032,667.04	\$191,154,226.20
LYNX Overall	\$87,366,873.06	\$141,813,409.85	\$34,592,295.01	\$6,409,734.89	\$270,182,312.81
Percent of Total	32.3%	52.5%	12.8%	2.4%	100.0%
*Non-rail fixed guideway assets					



# FTA TAM Performance Measures and FY 19 Targets

Category	Asset Class	ULB (Yrs.)	Total Number	Rolling Stock and Equipment Total Exceeding ULB / Number of Facilities Below Condition 3.0	Current Performance	FY2019 Performance Targets
Rolling Stock	<b>Motor Bus</b>					
	Articulated Bus (AB)	15 yrs.	18	0	0.0%	0.0%
	Bus (BU)	15 yrs. (12 yrs. for <30ft)	292	0	0.0%	2.5%
	<b>Demand Response</b>					
	Automobile (AO)	7 yrs.	5	5	100.0%	75.0%
	Cutaway (CU)	7 yrs.	183	39	21.3%	17.0%
	Van (VN)	7 yrs.	30	0	0.0%	1.0%
	<b>Vanpool</b>					
	Van (VN)	7 yrs.	194	7	3.6%	2.3%
	<b>Rolling Stock Total</b>	-	<b>722</b>	<b>51</b>	<b>7.0%</b>	<b>6%</b>
Equipment*	Automobiles	7 yrs.	23	4	17.4%	15.0%
	Trucks and Other Rubber Tire Vehicles	7 yrs.	80	57	71.3%	70.0%
	Special	4 yrs.	8	8	100%	n/a
	Maintenance Equipment*	17 yrs.	219	75	34%	n/a
	MIS/IT/Network Systems	5 yrs. (software) 7 yrs. or 10 yrs. (hardware)	309	182	58.9%	n/a
	Other Systems	6.8	155	24	15.5%	n/a
	<b>Equipment Total</b>	-	<b>639</b>	<b>326</b>	<b>51%</b>	<b>58.0%</b>
Facilities	Passenger Facilities	n/a	14	0	0.0%	0.0%
	Administration and Maintenance	n/a	4	1	25.0%	23.0%
	<b>Facilities Total</b>	-	<b>18</b>	<b>1</b>	<b>5.6%</b>	<b>5.1%</b>
	<b>Grand Total</b>	-	<b>1,382</b>	<b>382</b>	<b>27.6%</b>	<b>12.7%</b>

\*Under the Equipment category, FTA requires performance measures for service vehicles only. Special vehicles include assets such as forklifts and sweepers. The Other Systems asset classes include assets such as phone systems and security cameras.

For the Infrastructure category, the FTA performance measure is only required for a fixed-rail guideway.

For the Central Station, the Transfer Center and Office Tower counted separately as passenger facility and administration/maintenance facility respectively.



# Total 4-Year 2019-2022 Spending by Category for the 4 Funding Scenarios (2018\$)



Asset Category	Unconstrained	Average \$24.01M	80% Annual Need	50% Annual Need
Facilities	\$11,902,929.27	\$11,902,937.01	\$11,896,511.10	\$3,151,336.16
Stations	\$192,072.48	\$192,072.48	\$192,072.48	\$-
Systems	\$793,108.96	\$793,106.78	\$787,963.76	\$290,338.30
Guideway Elements	\$1,721,386.48	\$1,721,386.48	\$1,721,386.48	\$1,357,929.54
Vehicles	\$79,634,802.36	\$58,734,802.36	\$58,734,802.47	\$42,300,346.01
Total 4-Year Spending	\$94,244,299.56	\$73,344,305.11	\$73,332,736.30	\$47,130,000.00



# Snapshot of Unconstrained SGE Need

## All Asset Categories (2018\$)



- Total 20-year SGR need.....\$480.1 million
- Average annual SGR need.....\$24.01 million
- Asset category 20-year need
  - Vehicles.....\$417.2 million
  - Facilities.....\$52.9 million
  - Systems.....\$5.6 million
  - Station.....\$3.8 million
  - Guideway Elements.....\$0.6 million





# Discussion

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# LYNX Oversight Committee Agenda

## Oversight Committee Action Item #7.A.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **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 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



# LYNX Oversight mmittee Agenda

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 Oversight Committee Agenda

## Oversight Committee Action Item #7.B.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6064

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

**Date:** 9/27/2018

---

### **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.
2. Public transportation projects that exceed the requirements of the ADA.



# LYNX Oversight mmittee Agenda

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 Oversight Committee Agenda

## Oversight Committee Action Item #7.C.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6064

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

**Date:** 9/27/2018

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### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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



# LYNX Oversight Committee Agenda

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

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

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

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

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

## **FISCAL IMPACT:**

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



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

WITNESSETH:

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

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

A. Audit and Inspection

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

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



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

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

B. Supplemental Agreements

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

C. Restrictions, Prohibitions, Controls, and Labor Provisions

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



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

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

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

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

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



(7) E-Verify.

Vendors/Contractors:

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

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

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

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

D. Interest of Members of Congress.

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

E. Interest of CONTRACTOR.

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



F. Prohibited Interests.

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

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

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

G. Assignability.

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

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



8. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

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

B. Prompt Payment

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

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

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

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

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

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



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

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

9. Termination or Suspension

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



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

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

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

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



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

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

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

Witness



MetroPlan Orlando

By:   
Harold W. Barley, Executive Director

Date: 8-16-18

Witness



Central Florida Regional  
Transportation Authority

By: \_\_\_\_\_  
Edward L. Johnson, Chief Executive Officer

Date: \_\_\_\_\_



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

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

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



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 Oversight Committee Agenda

## Oversight Committee Action Item #7.D.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6064

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

**Date:** 9/27/2018

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of 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 Oversight Committee 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 Oversight mmittee 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](mailto:ehale@golynx.com), 407-254-6085

**Grant Contact:**      Belinda Balleras, Manager of Grants  
[bballeras@golynx.com](mailto: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](mailto:ehale@golynx.com), 407-254-6085

**Grant Contact:** Belinda Balleras, Manager of Grants  
[bballeras@golynx.com](mailto: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
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Funding request:	FTA share	\$1,100,000
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Soft match:	Transportation Development Credits
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**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 Oversight Committee Agenda

## Oversight Committee Action Item #7.E.

**To:** LYNX Oversight Committee

**From:** **Tiffany Homler**  
CHIEF ADMINISTRATIVE OFFICER  
**Tomika Monterville**  
(Technical Contact)  
**Rose Hernandez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **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

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### **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 Oversight Committee 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 Oversight Cmmittee Agenda

## **FISCAL IMPACT:**

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



# LYNX Oversight Committee Agenda

## Oversight Committee Action Item #7.F.

**To:** LYNX Oversight Committee

**From:** **Thomas Stringer Jr**  
CHIEF OPERATIONS OFFICER  
**James Fetzer**  
(Technical Contact)  
**William "John" Slot**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

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

**Date:** 9/27/2018

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### **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 Oversight Committee Agenda

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

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

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

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

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

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

## **FISCAL IMPACT:**

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



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

09/20/2018

## Working Team:

Jim Fetzer, Doug Jamison, Leonard Antmann, Tomika Monterville, Walter Gant, Elvis Davales, 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"><li>- Improved On-time Performance</li><li>- Improved accuracy of the route schedule</li></ul>	<ul style="list-style-type: none"><li>- Reduced complexity</li><li>- Reduced operating cost in out years</li><li>- Simplified maintenance</li><li>- Improved data collection supporting transit planning and funding efforts</li></ul>

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



# 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



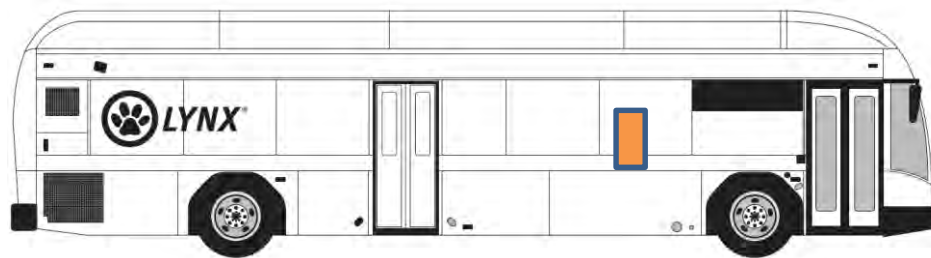
Internal Destination Sign



UTA APC  
Controller



Unit used to  
collect APC data



MDT



That terminal displays  
the work to the  
Bus operator

APC Counter



This is mounted between  
the passenger doors

Motorola Radio



Used to  
communicate with  
dispatch

Radio  
Handset



handset uses to  
communication with  
dispatch



# Financial Analysis

Summary of Trapeze CAD/ AVL Project Operating and Capital Exposure	
<b>Operating Expense</b>	
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
<b>Capital Expense</b>	
Board Approved Equipment (Feb. 1, 2018 Mtg.)	543,359
Cause of Change <sup>1</sup>	656,641
(Add'l Equipment, Learnings, and Contingency)	
Metroplan Funded APC Capital Equip. Reimbursement	(258,640)
Subtotal Capital Exposure	941,360
<sup>1</sup> Additional Proprietary Equipment Needed to Bridge Solutions	
<b><u>Estimated Depreciation - Due to FTA Exposure (Conservative Approach)</u></b>	
<b><u>At Yr2 Dec. 2018 Go Live</u></b>	
<i>Clever Devices</i>	
LYMMO	27,002
Fixed Route (to be removed from bus)	126,909
<i>Clever ITS System</i>	
LYMMO <sup>2</sup>	-
Fixed Route Real Time Phase 1 & 2	203,264
<b>Due to FTA Repayment Exposure Dec. 2018</b>	<b>357,175</b>
<u>or:</u>	
<b><u>At Yr2 April 2019 Go Live</u></b>	
<i>Clever Devices</i>	
LYMMO	-
Fixed Route (to be removed from bus)	110,642
<i>Clever ITS System</i>	
LYMMO <sup>2</sup>	-
Fixed Route Real Time Phase 1 & 2	170,352
<b>Due to FTA Repayment Exposure April 2019</b>	<b>280,994</b>
<sup>2</sup> 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
<b>Total Install Hrs. Per Bus (Inc. Troubleshoot)</b>		<b>~21</b>

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
<b>Total Manpower Cost (\$)</b>	<b>\$113,921</b>



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 Oversight Committee Agenda

## Oversight Committee Action Item #7.G.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6146

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

**Date:** 9/27/2018

---

### **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 Oversight Committee Agenda

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

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

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



# LYNX Oversight Committee Agenda

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

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

## **FISCAL IMPACT:**

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



# LYNX Oversight Committee Agenda

## Oversight Committee Action Item #7.H.

**To:** LYNX Oversight Committee

**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:** 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

---

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).

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



# LYNX Oversight mmittee Agenda

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 Board Agenda

## ATTACHMENTS:

### Attachment A – Draft Plan Amendment

#### **AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

##### **Amendment No. [insert]**

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

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

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

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

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

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

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



# LYNX ard Agenda

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

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

## **TRUSTEES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
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 Oversight mmittee Agenda

## Oversight Committee Action Item #7.I.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6017

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

**Date:** 9/27/2018

---

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.

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

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



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

## OBJECTIVE:

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

## AUTHORITY:

Authority for this policy and procedure are as follows:

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

## 1. INTRODUCTION

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

## 2. OVERVIEW

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



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

### 3. DEFINITIONS

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

### 4. NO SHOWS / LATE CANCELLATIONS

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



#### **a. Offenses Triggering Suspension**

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

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

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

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

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

#### **b. No Rider Stranded**

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

### **6. SUSPENSIONS**

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

#### **a. Notification**

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



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

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

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

## **7. APPEAL PROCESS**

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

Riders wishing to contest a suspension determination should contact the LYNX Main Line 407-841-2279, Option 3 for customer relations, Monday through Friday from 9:00 a.m. to 6:00 p.m. to explain the circumstance and request an appeal. TTY Relay calls are accepted by dialing 711 or 800-955-8771 or Spanish 877-955-8773. Customers may also send an email to [inquiry@golynx.com](mailto: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](mailto:inquiry@golynx.com) or fax (407) 517-9537.



# LYNX Oversight Committee Agenda

## Oversight Committee Action Item #7.J.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

**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:

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



# LYNX Oversight Committee Agenda

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

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

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

## **FISCAL IMPACT:**

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



**FIRST AMENDMENT TO  
MOBILITY MANAGEMENT AND BROKER SERVICES AGREEMENT**

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

**RECITALS**

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

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

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

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

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

2. **AMENDMENT.**

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

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

(A) As to paratransit services:

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

46176649;2

46176649;5



(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 – <del>3/31/2019</del> <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	<del>\$707,935.79</del> <u>821,553.60</u>	<del>\$707,935.79</del> <u>821,553.60</u>
4/1/2020 – 3/31/2021	<del>\$749,567.36</del> <u>845,378.65</u>	<del>\$749,567.36</del> <u>845,378.65</u>
4/1/2021 – 3/31/2022	<del>\$795,512.29</del> <u>869,894.64</u>	<del>\$795,512.29</del> <u>869,894.64</u>
4/1/2022 – 11/30/2022	TBD	TBD”

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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

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

[Signatures appear on following page]



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

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**


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

**MV TRANSPORTATION, INC.**

DocuSigned by:  
By:   
Name: Gary Richardson  
Title: Interim CFO

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

AKERMAN LLP

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: James Goldsmith  
Title: Partner



# LYNX Oversight Committee Agenda

## Oversight Committee Action Item #7.K.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Adopt FY2019 Operating and Capital Budgets

**Date:** 9/27/2018

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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 Oversight Committee Agenda

Specifically, this budget includes revenues from the following sources:

## FY2019 Preliminary Operating Budget

	<b>FY2019 Proposed Budget</b>	<b>FY2018 Amended Budget</b>	<b>Dollar Change Amount</b>	<b>% Change</b>
<b>Operating Revenues</b>				
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%
<b>Total Revenue</b>	<b>\$ 142,371,411</b>	<b>\$ 136,190,742</b>	<b>\$ 6,180,669</b>	<b>4.5%</b>

The revenues are programmed to fund the following expenses:

## FY2019 Preliminary Operating Budget

	<b>FY2019 Proposed Budget</b>	<b>FY2018 Amended Budget</b>	<b>Dollar Change Amount</b>	<b>% Change</b>
<b>Operating Expenses</b>				
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%
<b>Total Operating Expenses</b>	<b>\$ 142,371,411</b>	<b>\$ 136,190,742</b>	<b>\$ 6,180,669</b>	<b>4.54%</b>

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 Oversight Committee Agenda

## Capital Budget

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

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

Specifically, this budget includes funds from the following areas:

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



# LYNX Oversight Committee Agenda

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

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

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)

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Presented to the  
LYNX Finance & Oversight Committees  
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



<b>Summary</b>	<b>FY2019 Budget (Preliminary)</b>	<b>FY2018 Budget as Amended</b>	<b>% Change</b>
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



<b>Operating Revenue</b>	<b>FY2019 Budget (Preliminary)</b>	<b>Change</b>	<b>FY2019 Budget Revised</b>
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
<b>Total Revenue</b>	<b>\$134,120,033</b>	<b>\$1,652,557</b>	<b>\$135,772,590</b>
<b>Reserve Requirement</b>	<b>\$1,726,465</b>	<b>\$4,872,356</b>	<b>\$6,598,821</b>
<b>Required Revenue</b>	<b>\$135,846,498</b>	<b>\$6,524,913</b>	<b>\$142,371,411</b>



# FY2019 Operating Budget – Expense



<b>Operating Expense</b>	<b>FY2019 Budget (Preliminary)</b>	<b>Change</b>	<b>FY2019 Budget Revised</b>
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
<b>Total Expense</b>	<b>\$135,846,498</b>	<b>\$6,524,913</b>	<b>\$142,371,411</b>



# FY2019 Operating Budget – Revenue



<b>Operating Revenue</b>	<b>FY2019 Budget (Preliminary)</b>	<b>FY2018 Budget as Amended</b>	<b>Change</b>
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



<b>Operating Expense</b>	<b>FY2019 Budget (Preliminary)</b>	<b>FY2018 Budget as Amended</b>	<b>% Change</b>
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)
<b>Operating:</b>			
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>
 <b>Total Operating Funding</b>	 <b>\$68,521,910</b>	 <b>(\$512,623)</b>	 <b>\$68,009,287</b>
 <b>Capital Contributions:</b>			
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>
 <b>Total Local Funding</b>	 <b><u>\$70,766,112</u></b>	 <b><u>(\$512,623)</u></b>	 <b><u>\$70,253,489</u></b>





# 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
<b>Operating:</b>								
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>
<b>Total Operating Funding</b>	<b>\$68,521,910</b>	<b>(\$512,623)</b>	<b>\$68,009,287</b>	<b>\$67,077,268</b>	<b>(\$732,874)</b>	<b>\$66,344,394</b>	<b>\$1,664,893</b>	<b>2.2%</b>
<b>Capital Contributions:</b>								
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>
<b>Total Local Funding</b>	<b>\$70,766,112</b>	<b>(\$512,623)</b>	<b>\$70,253,489</b>	<b>\$69,265,106</b>	<b>(\$732,874)</b>	<b>\$68,532,232</b>	<b>\$1,721,257</b>	<b>2.2%</b>

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 25<sup>th</sup>

Final Oversight Committee and Board Action

September 27<sup>th</sup>

FY2019 Commences

October 1<sup>st</sup>



# 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)

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Presented to the  
LYNX Oversight Committee  
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

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



# FY2019 Capital Budget by Category

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



# FY2019 Capital Budget Contributions

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



# FY2019 Capital Budget - Calendar



Final Board Action

September 27

FY2019 Commences

October 1





# **LYNX' Reserves Update**

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Presented to the  
Oversight Committee



## Reserves for Operations (Cash Reserves)

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

## Reserves for Contingency (Emergencies)

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



# Policy Requirements

## Reserves for Capital Funds and Debt Service

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



## Reserves for Self-Insurance Programs

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



# Operating – Reserve Requirement



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



# Capital – Reserve Requirement



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





# Statutory – Reserve Requirement



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





# Funding Policy – Reserve Requirement



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



# Total Reserve Requirement



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

207 of 390



# Operating – Capital Reserve Requirement



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





# Operating – Statutory Requirement



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





# Operating – Total Reserve Fund Requirement



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

210 of 390



# Available Funds



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



# Existing Commitments



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



# Net Position



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



# FY2019 Proposed Budget



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



# Adjusted (Excess) Shortfall Cash Reserves



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



# LYNX Oversight Committee Agenda

## Oversight Committee Action Item #7.L.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6058

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

**Date:** 9/27/2018

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### **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



# LYNX Oversight Committee Agenda

improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

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 Oversight Committee Agenda

Local Funding	FY2019 Budget (Preliminary)	FY2019 SR436 Study	FY2019 Funding Agreement (Preliminary)
<b>Operating:</b>			
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>
 <b>Total Operating Funding</b>	 <b>\$68,521,910</b>	 <b>(\$512,623)</b>	 <b>\$68,009,287</b>
 <b>Capital Contributions:</b>			
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>
 <b>Total Local Funding</b>	 <b><u>\$70,766,112</u></b>	 <b><u>(\$512,623)</u></b>	 <b><u>\$70,253,489</u></b>



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**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

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**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.



<b><u>Monthly Farebox Revenue</u></b>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<b><u>Monthly Payment</u></b>	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.
<b><u>Net Monthly Cost of Bus Service</u></b>	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.
<b><u>Service Area</u></b>	Shall mean the area indicated in <b><u>Exhibit "A"</u></b> attached hereto.
<b><u>Service Schedule</u></b>	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



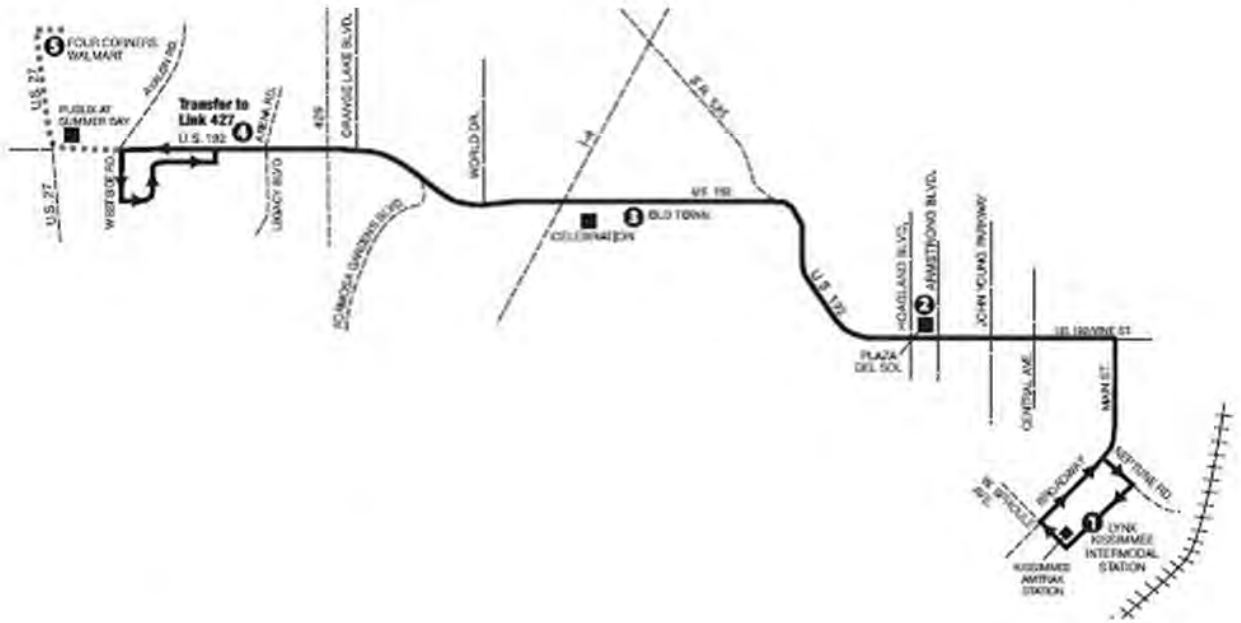
## EXHIBIT “A”

### 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

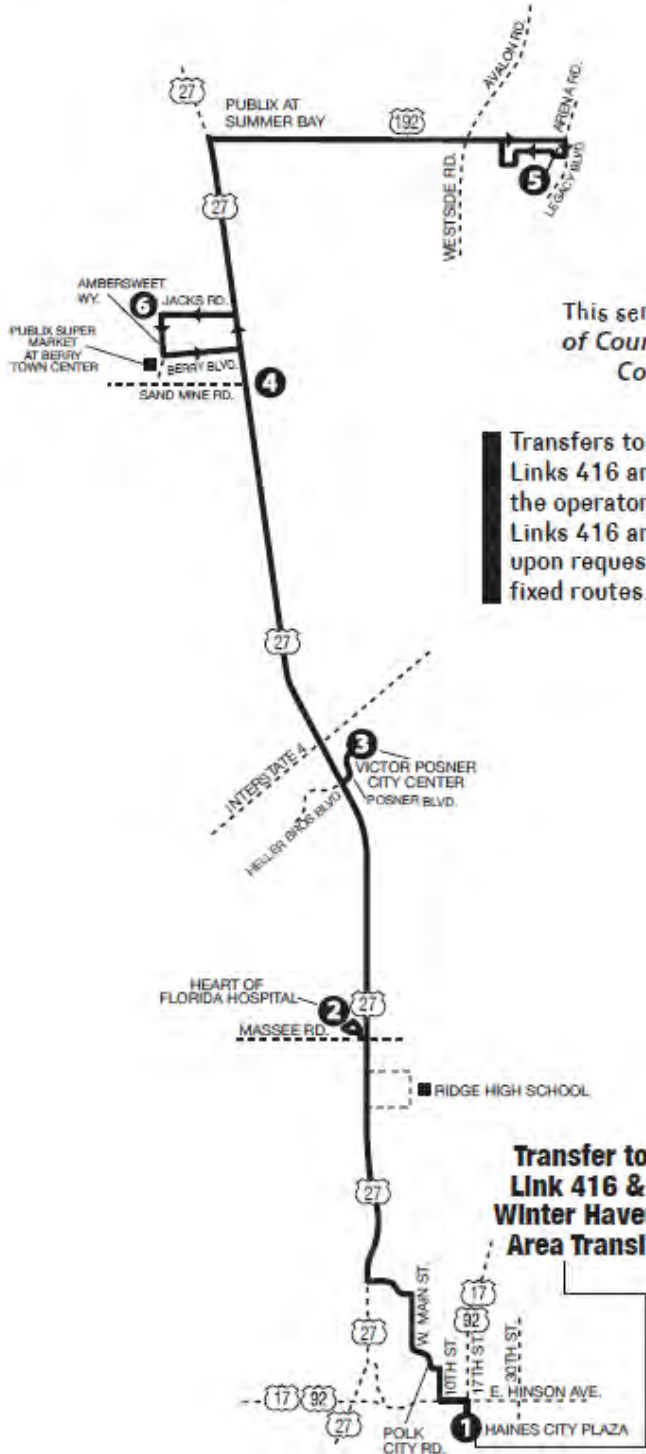
### U.S. 27/Haines City

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

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

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

<b>FY2019 Billing Schedule</b>	<b>Amount</b>
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**



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**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

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## **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)

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

### **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.



<b><u>Bus Service</u></b>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on <b>Exhibit "B"</b> .
<b><u>Contributions</u></b>	shall mean, the RCID Contributions.
<b><u>Commuter Rail Funds</u></b>	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".
<b><u>Commuter Rail Project</u></b>	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.
<b><u>RCID</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>RCID Contributions</u></b>	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.
<b><u>FDOT</u></b>	shall mean the Florida Department of Transportation.
<b><u>FTA</u></b>	shall mean the Federal Transit Administration.
<b><u>LYNX</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>Matching Contributions</u></b>	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.
<b><u>Service Area</u></b>	shall mean the area, as described and set forth in <b>Exhibit "A"</b> attached hereto.
<b><u>Service Route, Bus Route, or Bus Link</u></b>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in <b>Exhibit "B"</b> attached hereto.
<b><u>Service Schedule</u></b>	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.
<b><u>Term</u></b>	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

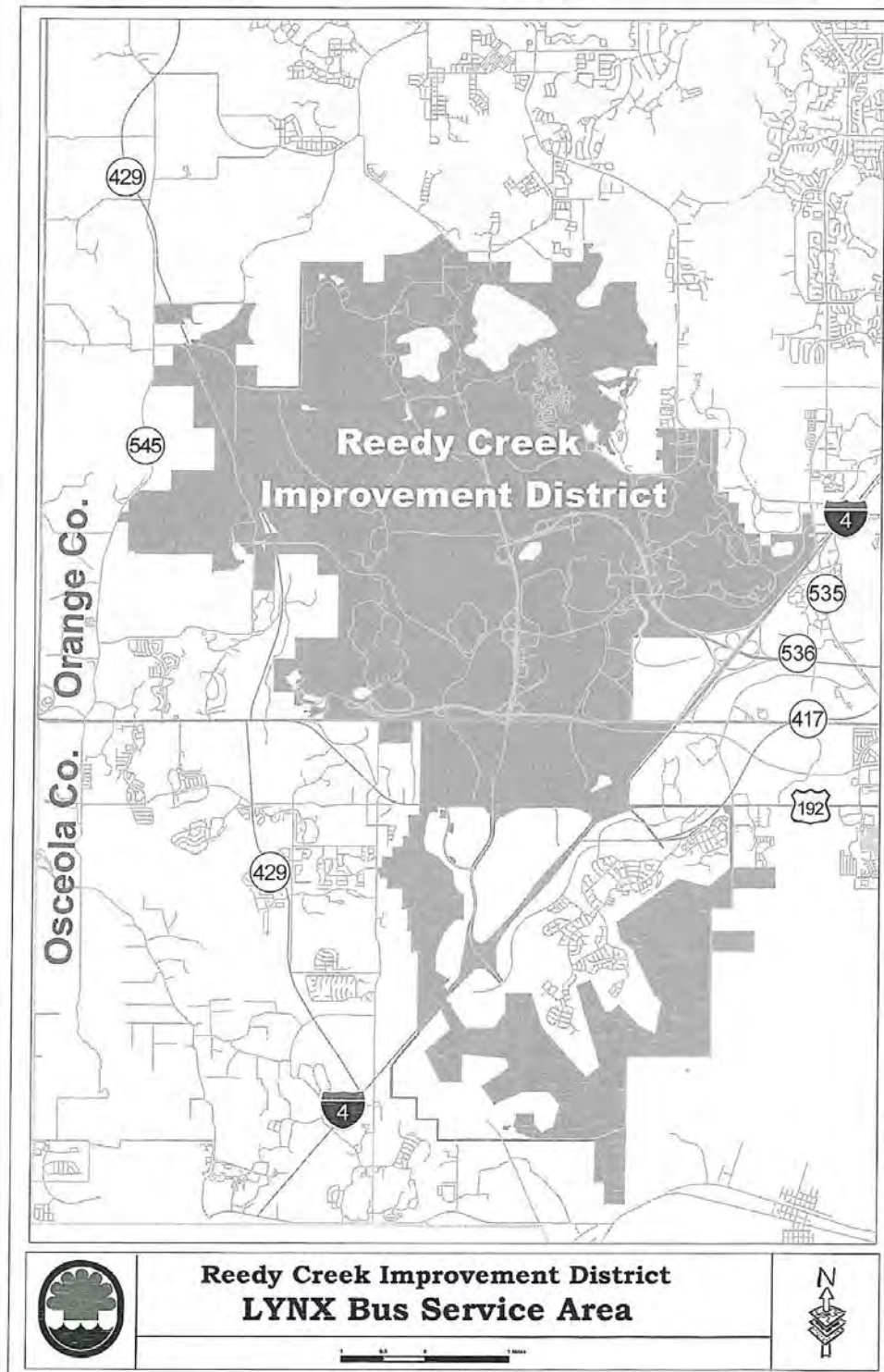
**REEDY CREEK IMPROVEMENT DISTRICT**

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

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

<b>Net Funding Request</b>	<b>\$335,090</b>
----------------------------	------------------

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



## **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)

<b>Route</b>	<b>Days of Service</b>	<b>Times of Service</b>	<b>Stops</b>
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

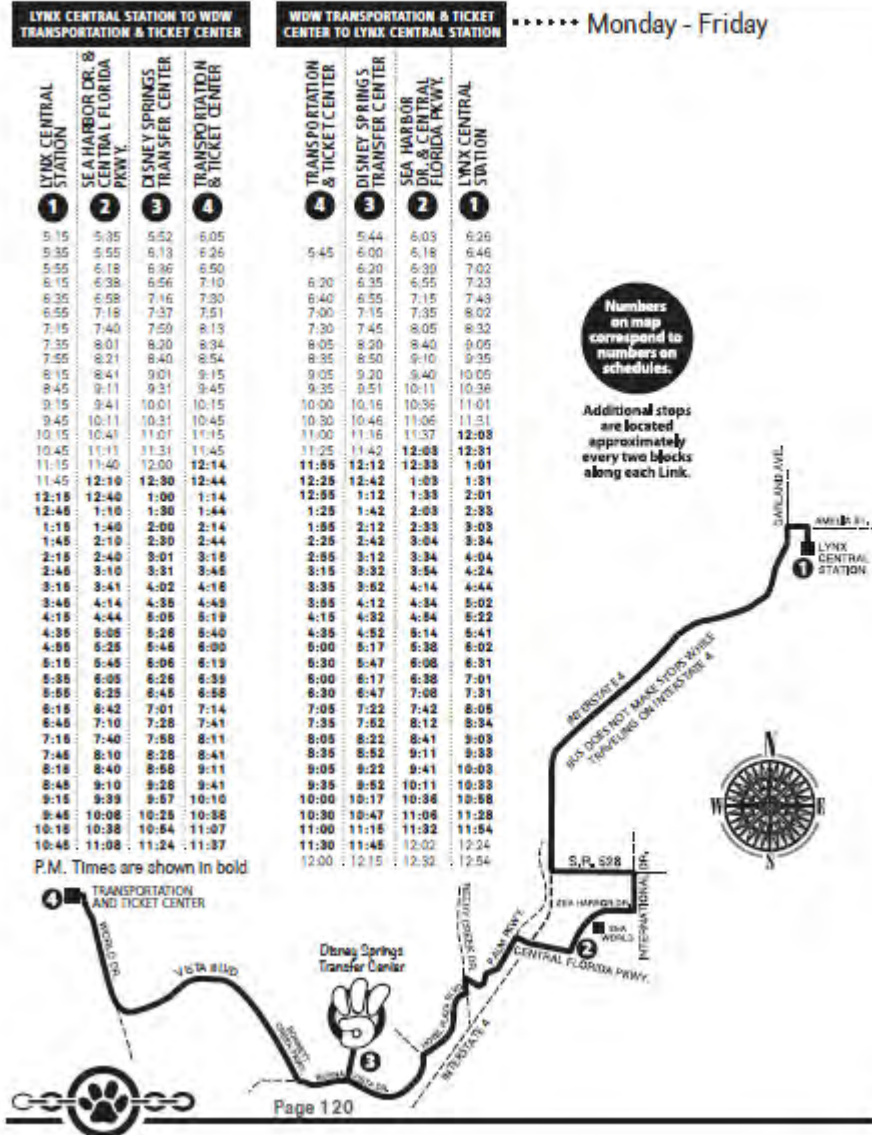
#### Link 50

#### 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

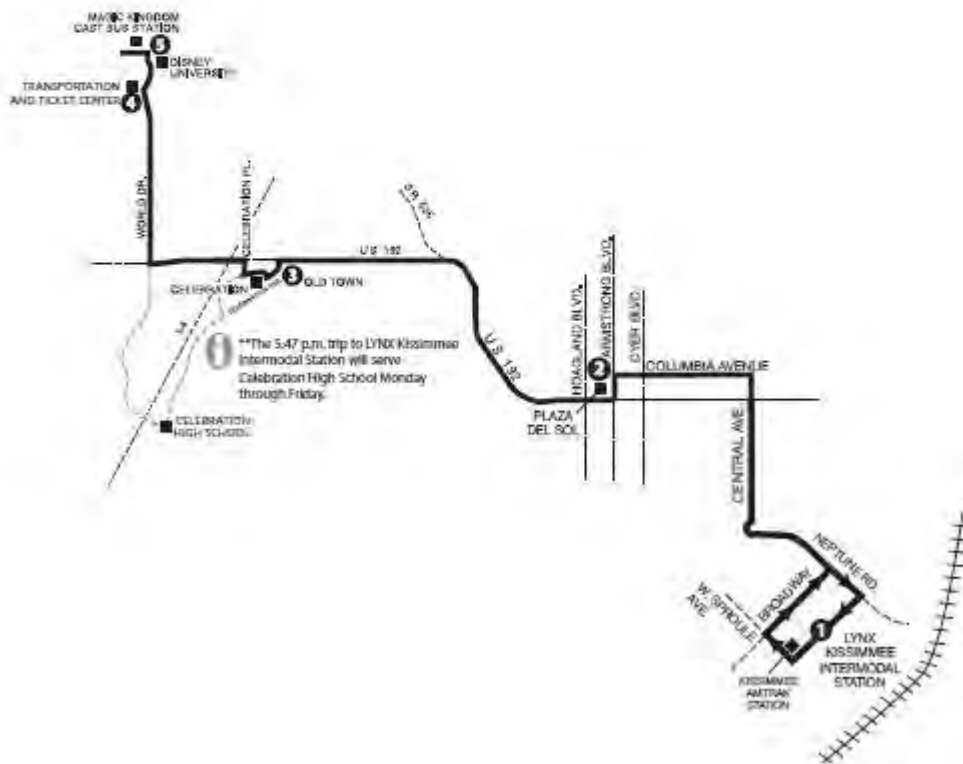
### W. U.S. 192/Magic Kingdom

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



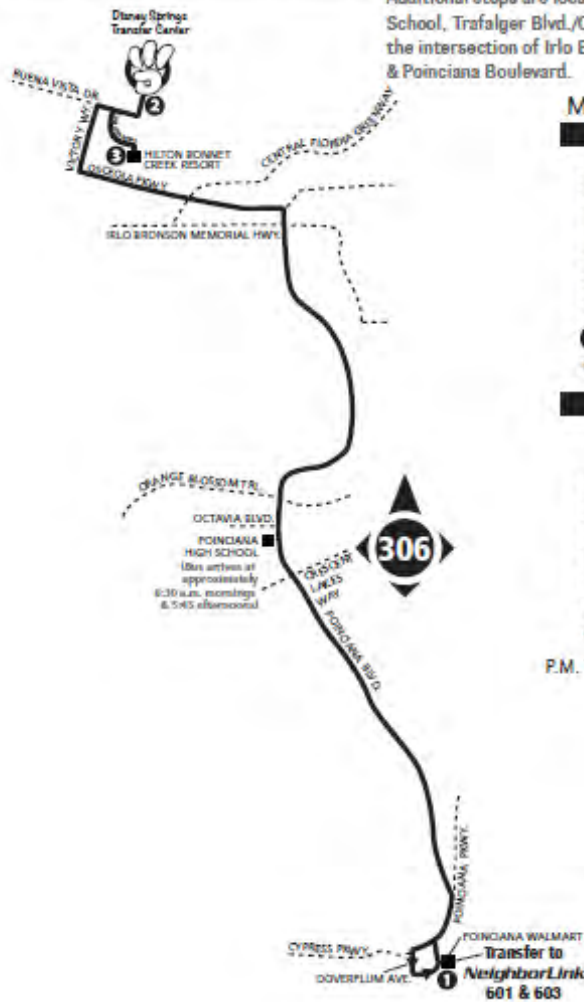
## Link 306

Disney Direct  
Monday-Sunday & Holiday  
service

- SERVING:
- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

NeighborLink 603  
Poinciana Walmart

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

P O I N C I A N A W A L M A R T	D I S N E Y S P R I N G S T R A N S F E R C T R.	H I L T O N B O N N E T C R E E K R E S O R T
<b>1</b>	<b>2</b>	<b>3</b>
6:15	7:00-7:05	7:13

#### TO POINCIANA

H I L T O N B O N N E T C R E E K R E S O R T	D I S N E Y S P R I N G S T R A N S F E R C T R.	P O I N C I A N A W A L M A R T
<b>3</b>	<b>2</b>	<b>1</b>
6:07	<b>5:15-6:20</b>	6:07

P.M. Times are shown in bold

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
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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.

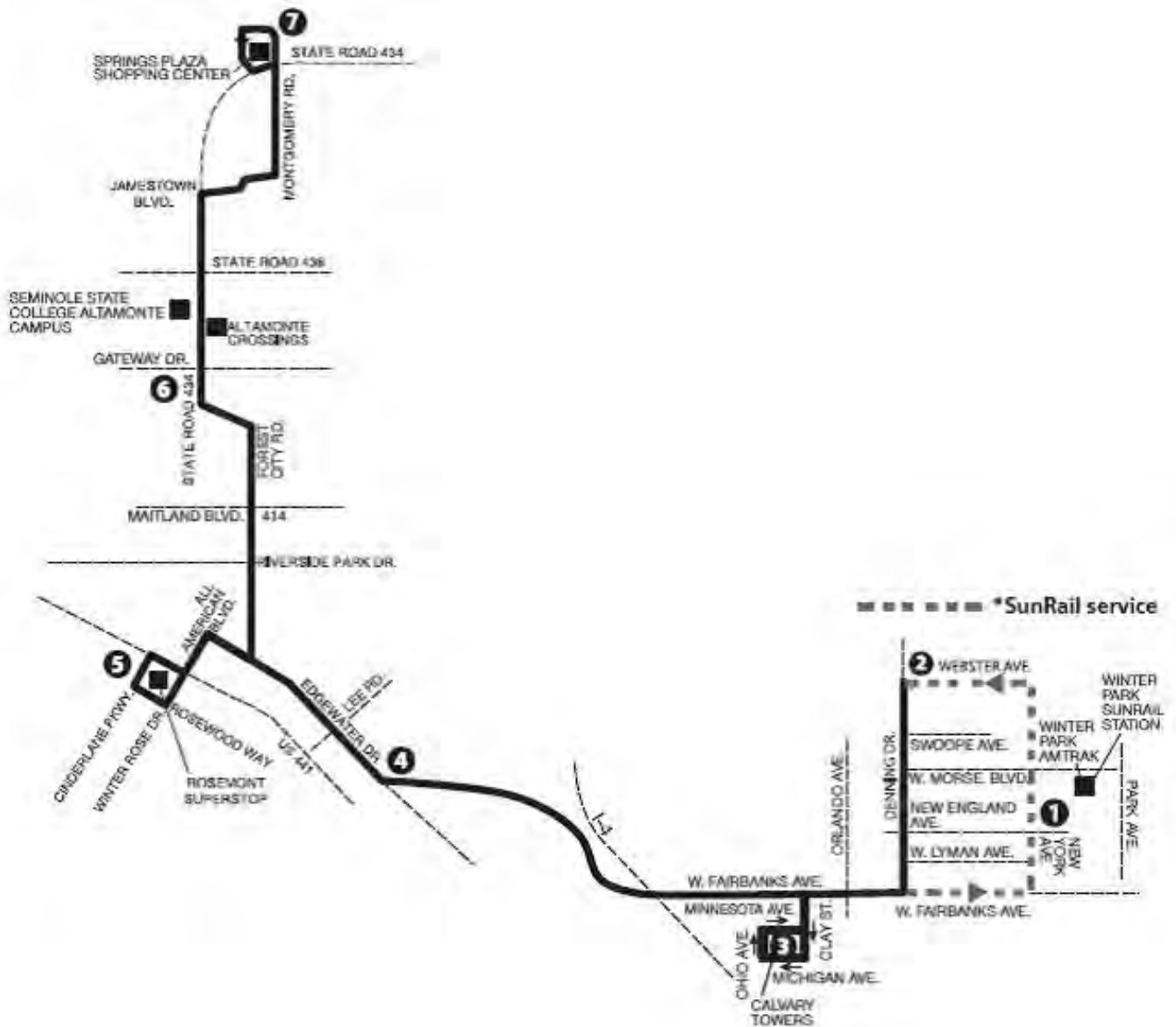


## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

#### **LINK 23** Winter Park/Springs Plaza

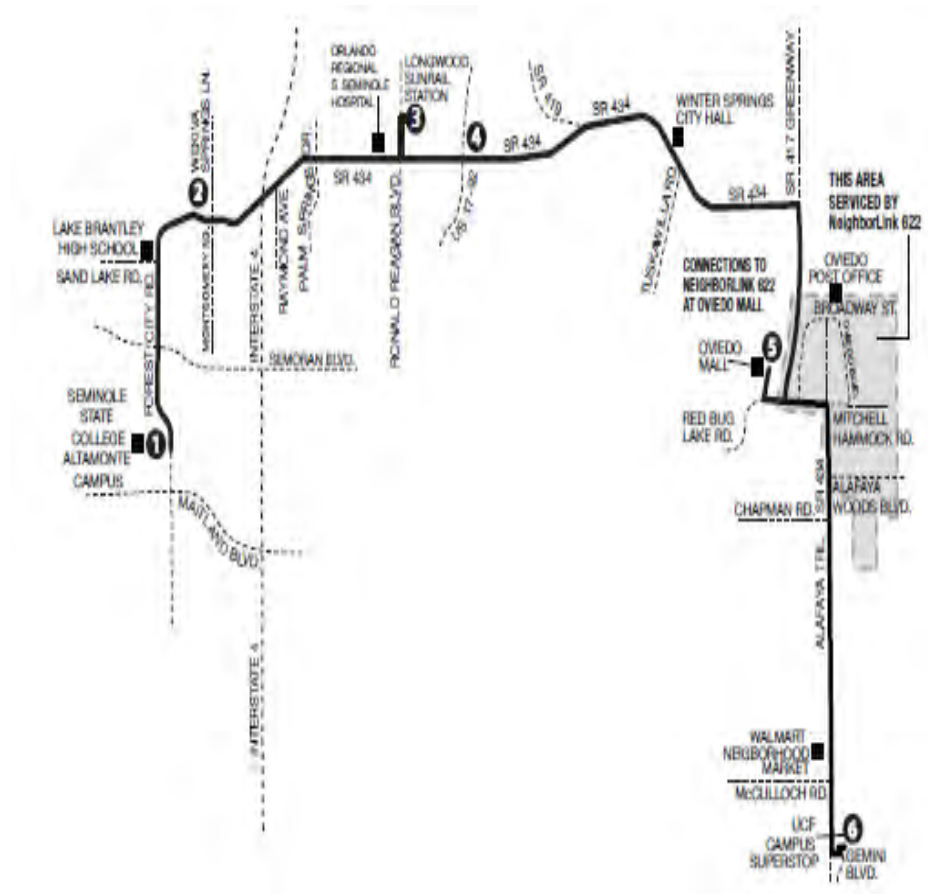
**Serving:** Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station and, Calvary Towers





## 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





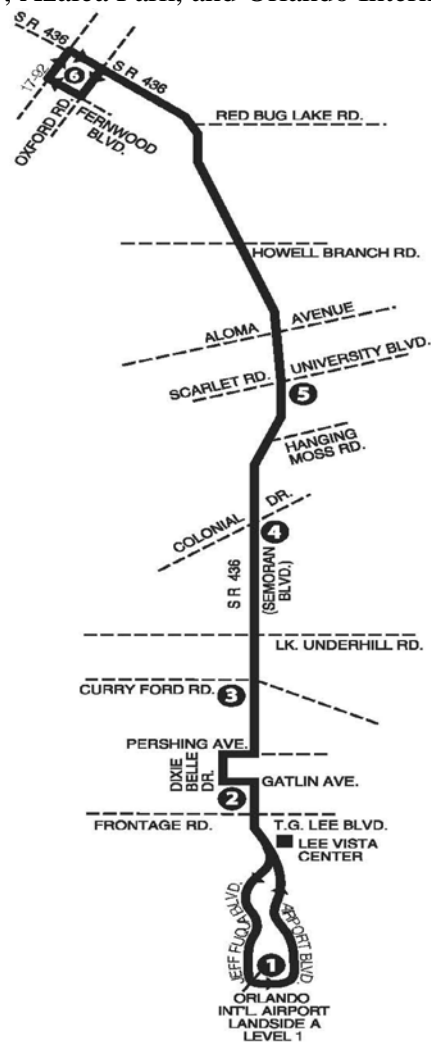
## Link 436N SR 436 Crosstown

**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

<b>Exhibit B City of Altamonte Springs Transit Service Costs For FY2019</b>	
<b>Total County Transit Service Cost</b>	<b>\$ 120,900</b>

<b>FY2018 Billing Schedule:</b>	
October 2018	\$ 30,225
January 2019	\$ 30,225
April 2019	\$ 30,225
July 2019	\$ 30,225
<b>Annual Funding Request from City</b>	<b>\$ 120,900</b>



## **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
<b>Operating Funding</b>			
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
<b>Capital Contributions</b>			
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: \_\_\_\_\_

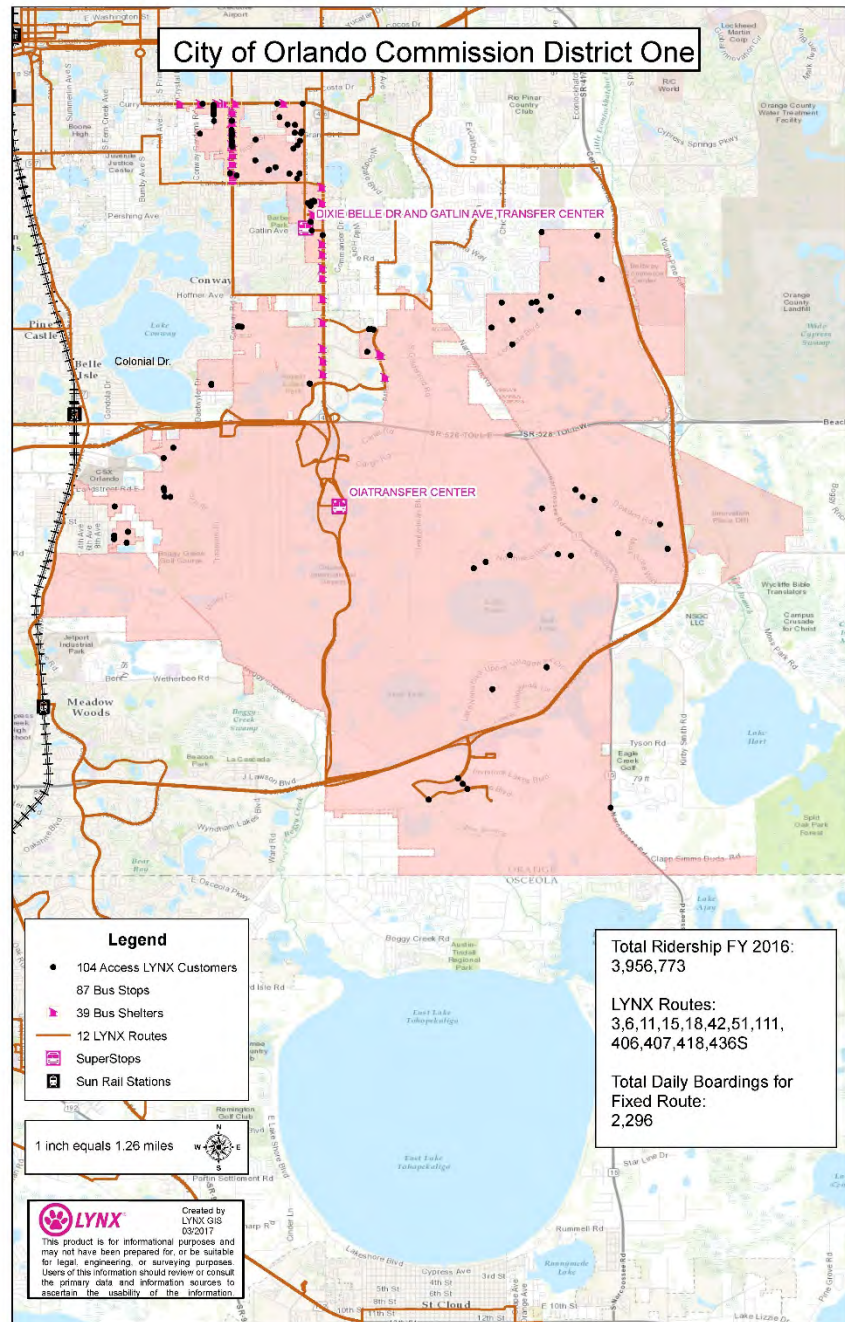
**AKERMAN LLP,**  
Counsel for LYNX

By: \_\_\_\_\_

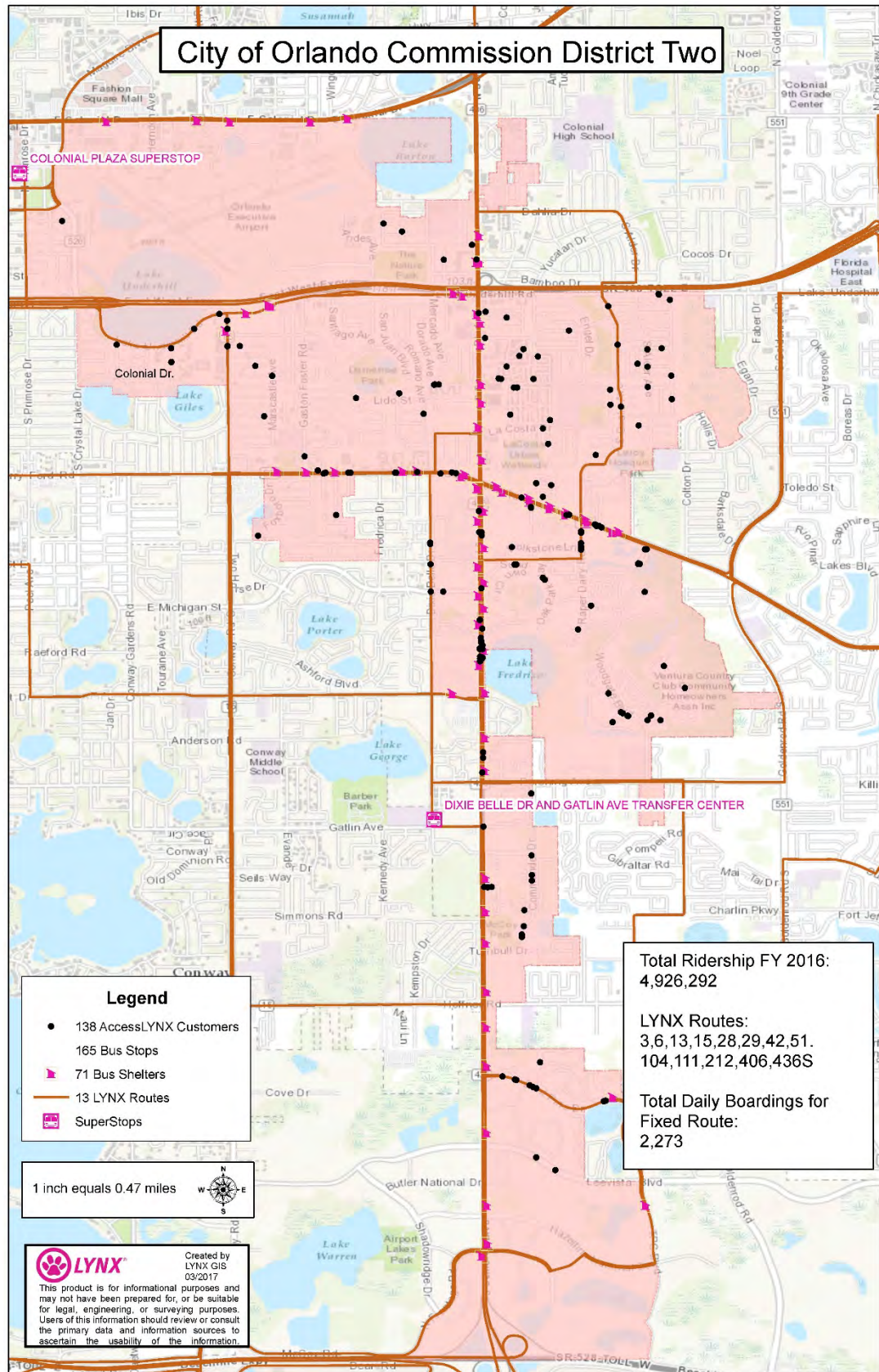
Patrick T. Christiansen, Esq.



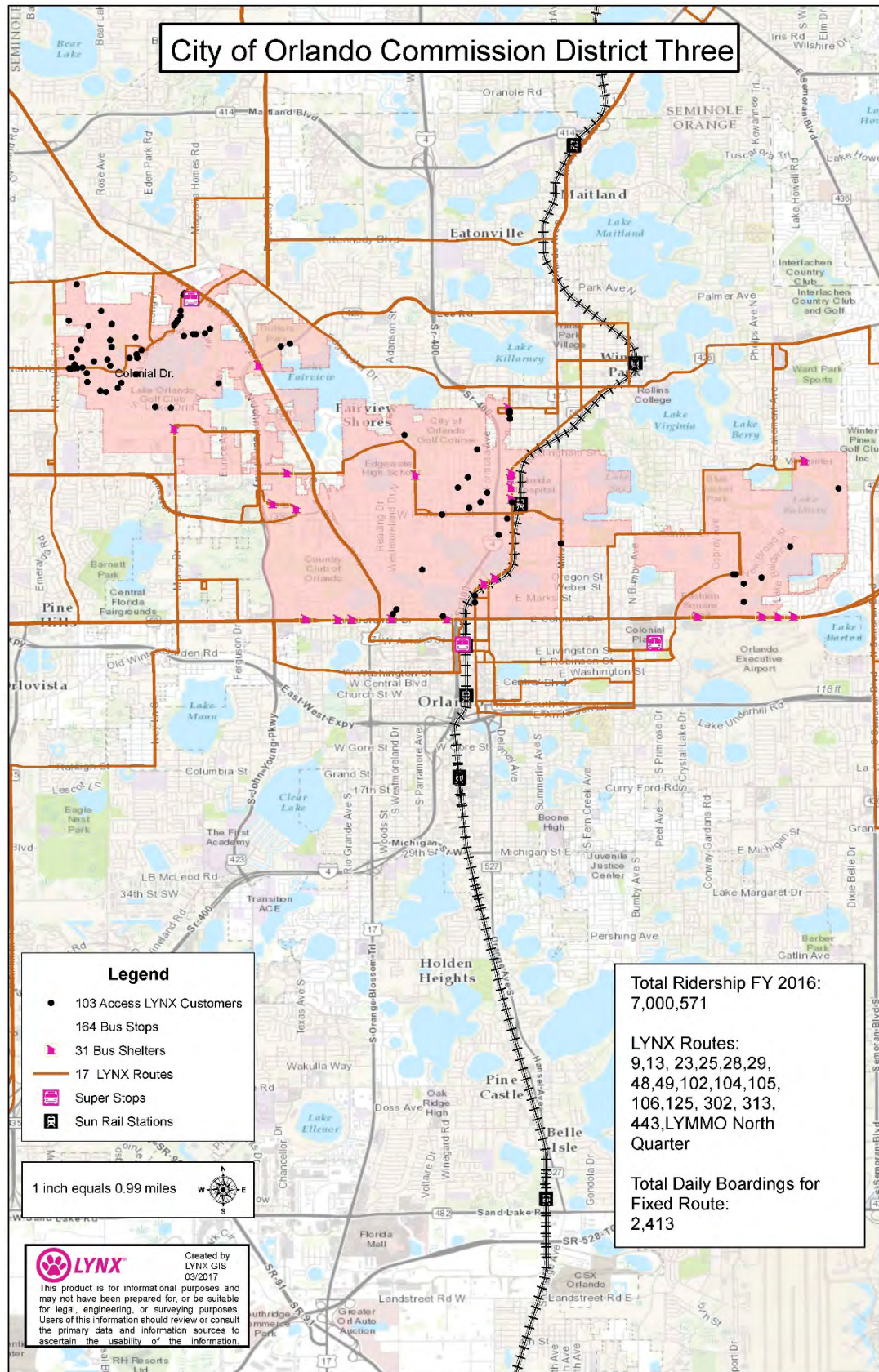
# **Exhibit "A"** **DESCRIPTION OF SERVICE AREA**



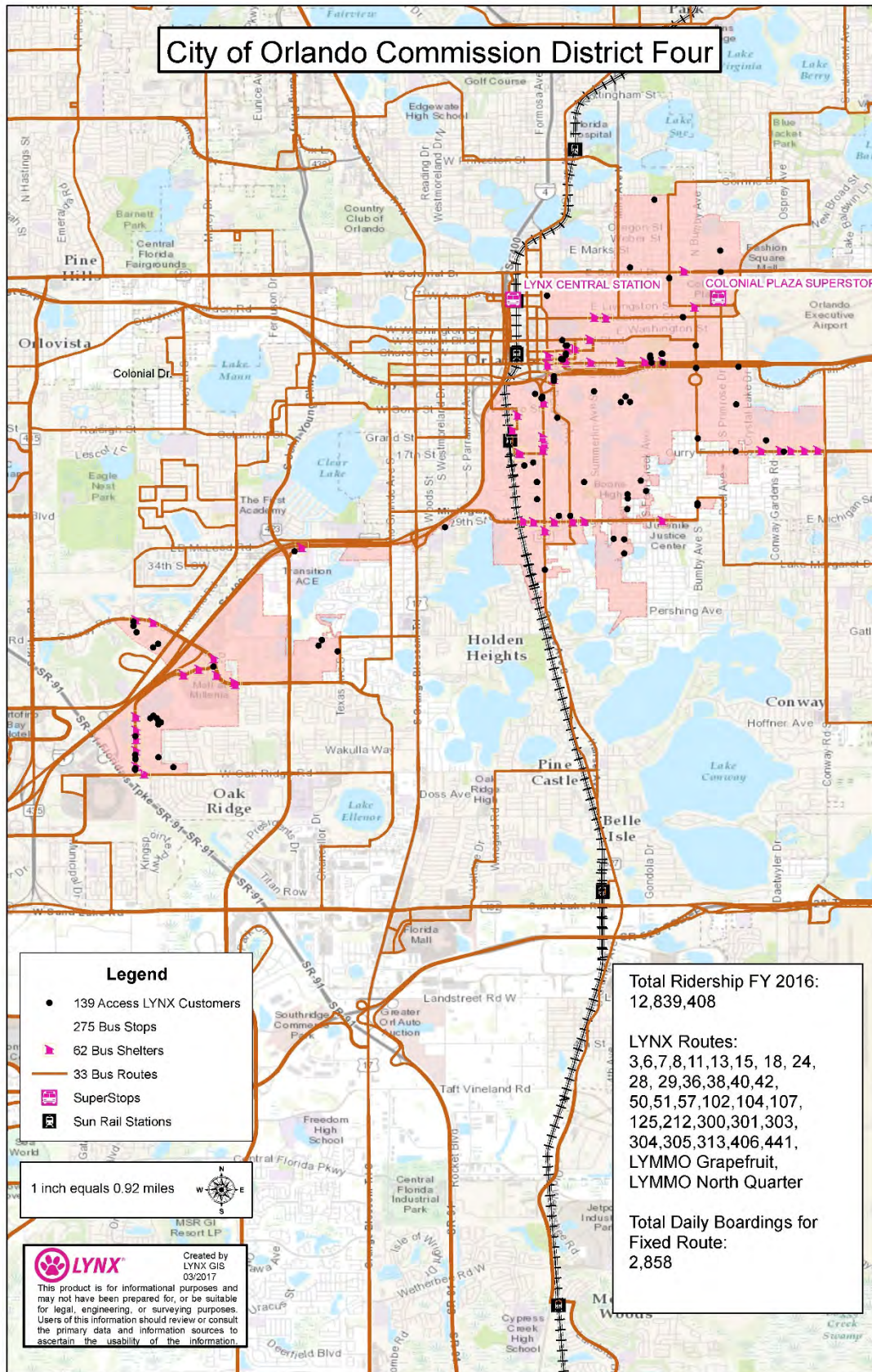




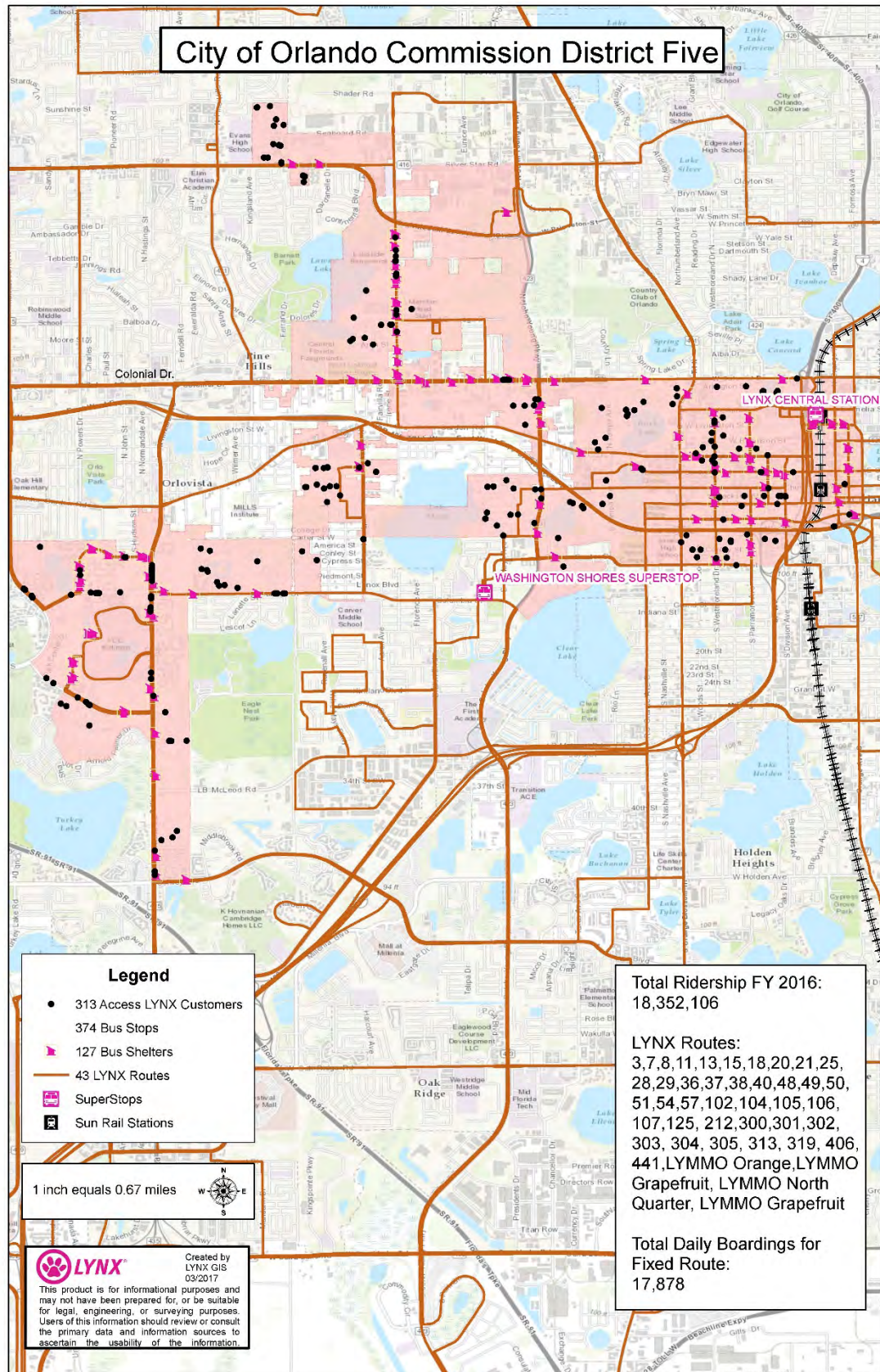




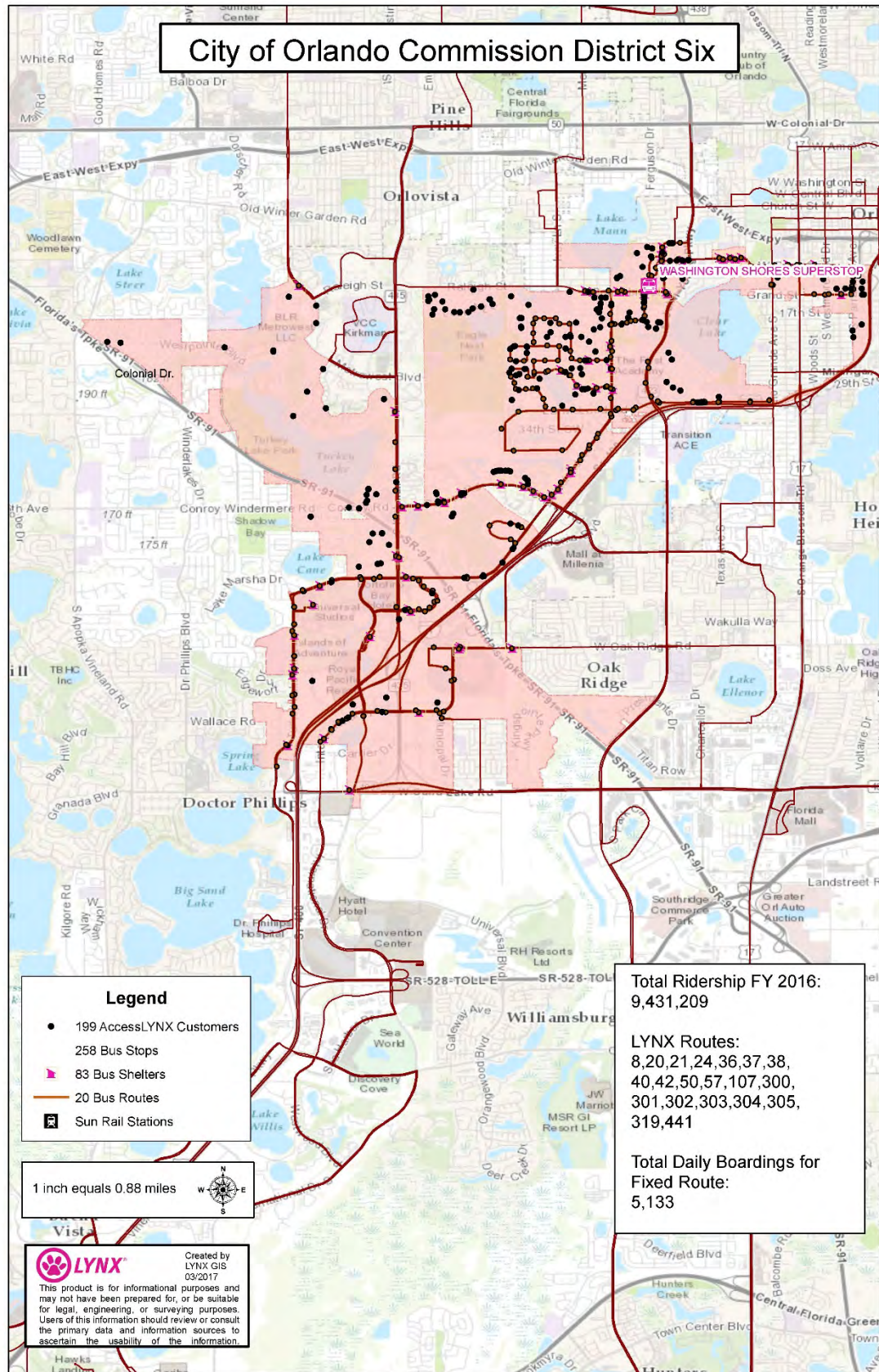














**Exhibit "B"**

**DESCRIPTION OF APPROPRIATED AMOUNT**

October through September

**\$ 4,003,006**

<b>Exhibit B City of Orlando Transit Service Costs For FY2019</b>	
<b>Total City Transit Service Cost</b>	<b>\$ 4,003,006</b>

<b>FY2018 Billing Schedule:</b>	
October 2018	\$ 1,000,751
January 2019	\$ 1,000,751
April 2019	\$ 1,000,751
July 2019	\$ 1,000,753
<b>Annual Funding Request from City</b>	<b>\$ 4,003,006</b>



## **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
<b>Operating Funding</b>			
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
<b>Capital Contributions</b>			
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.

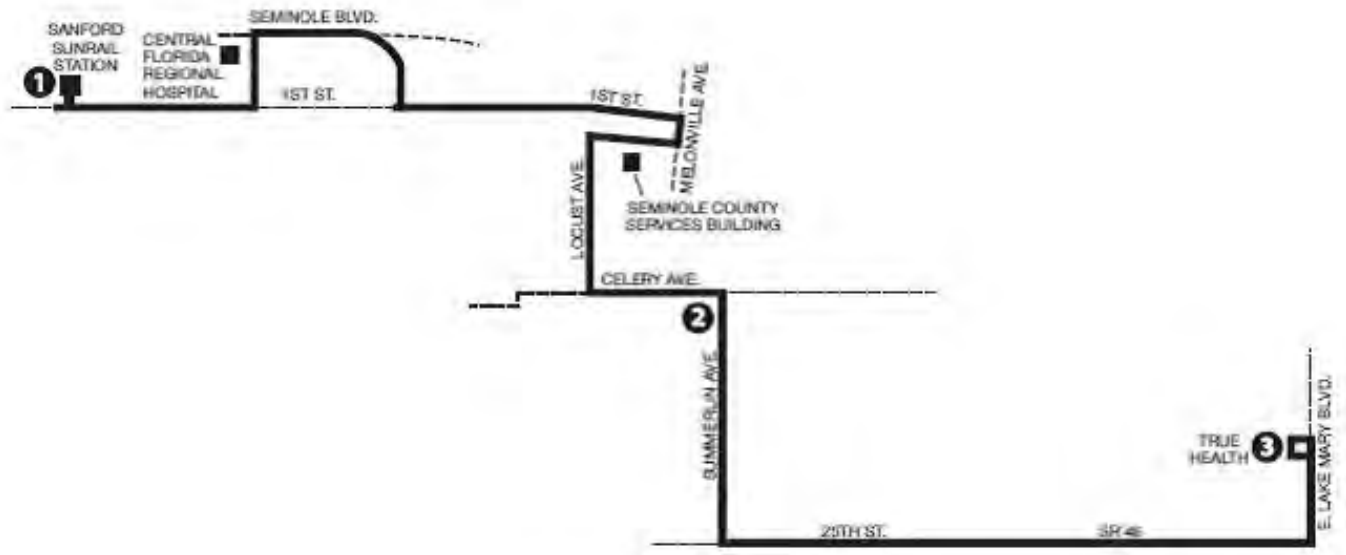


## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

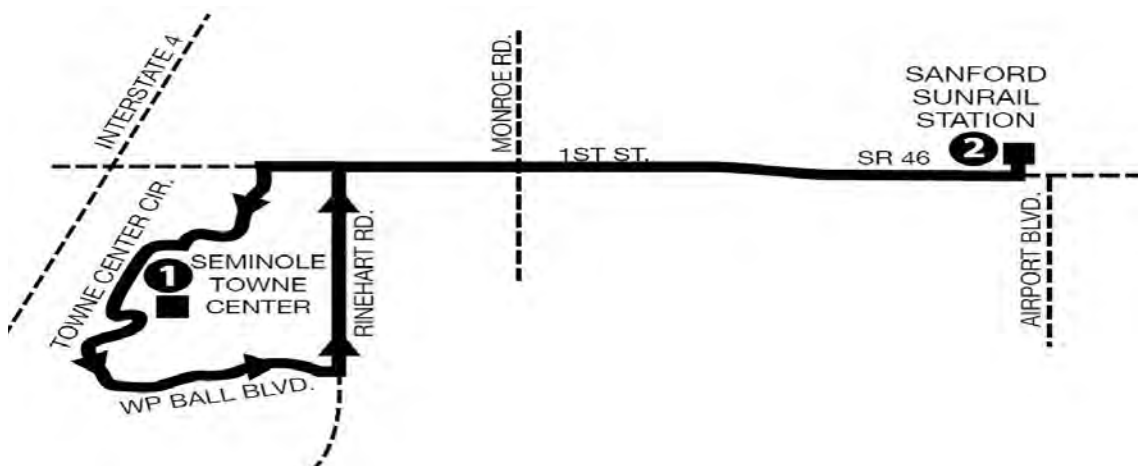
#### **LINK 46 East SR 46/Downtown Sanford**

**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**

<b>October 2018 through September 2019</b>	<b>\$ 93,000</b>
--	------------------

<b>Exhibit B City of Sanford Transit Service Costs For FY2018</b>	
<b>Total City Transit Service Cost</b>	<b>\$ 93,000</b>

<b>FY2019 Billing Schedule:</b>	
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
<b>Annual Funding Request from City</b>	<b>\$ 93,000</b>



## **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
<b>Operating Funding</b>			
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
<b>Capital Contributions</b>			
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

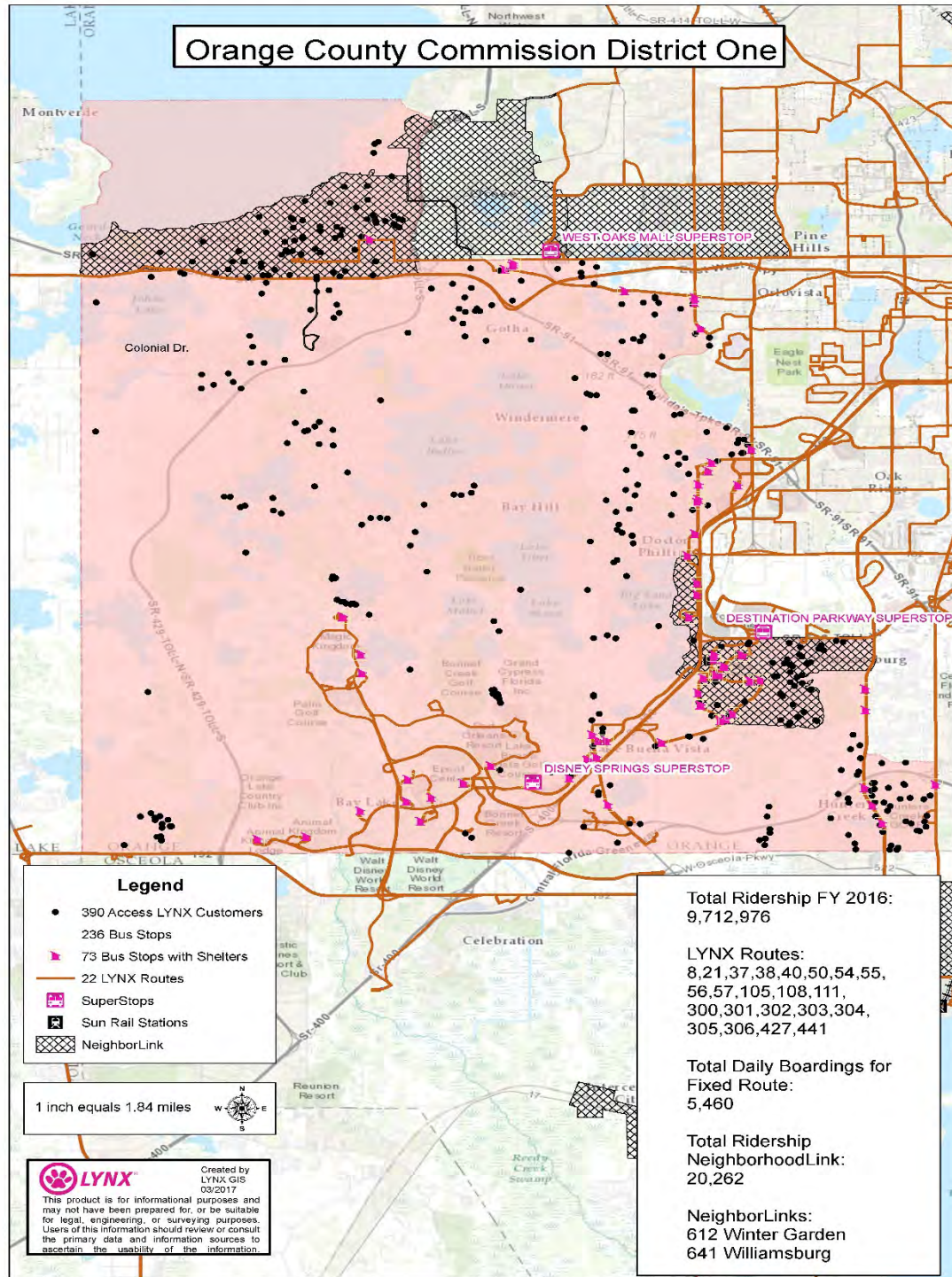
By: \_\_\_\_\_

Patrick T. Christiansen, Esq.

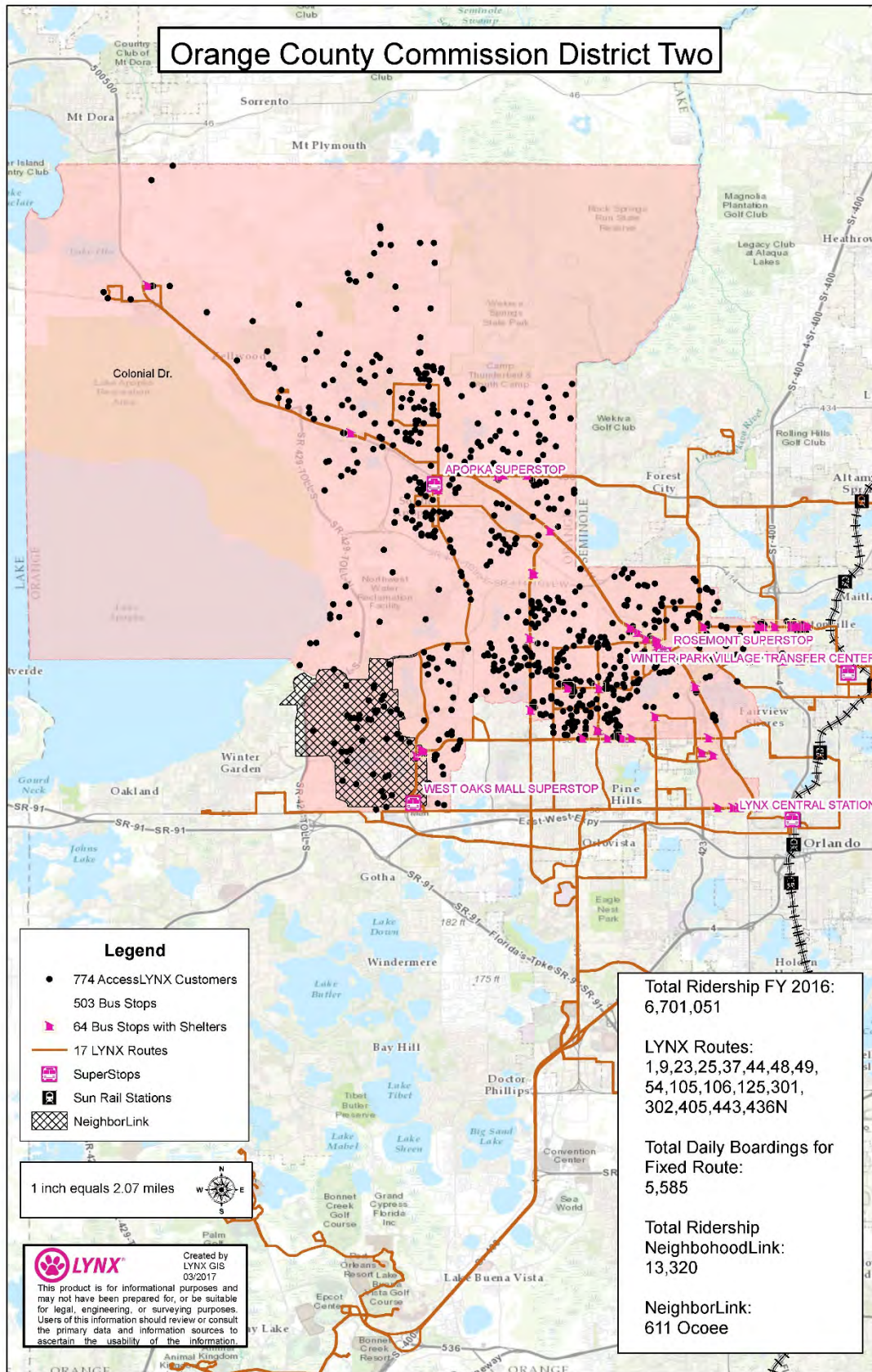


## Exhibit "A"

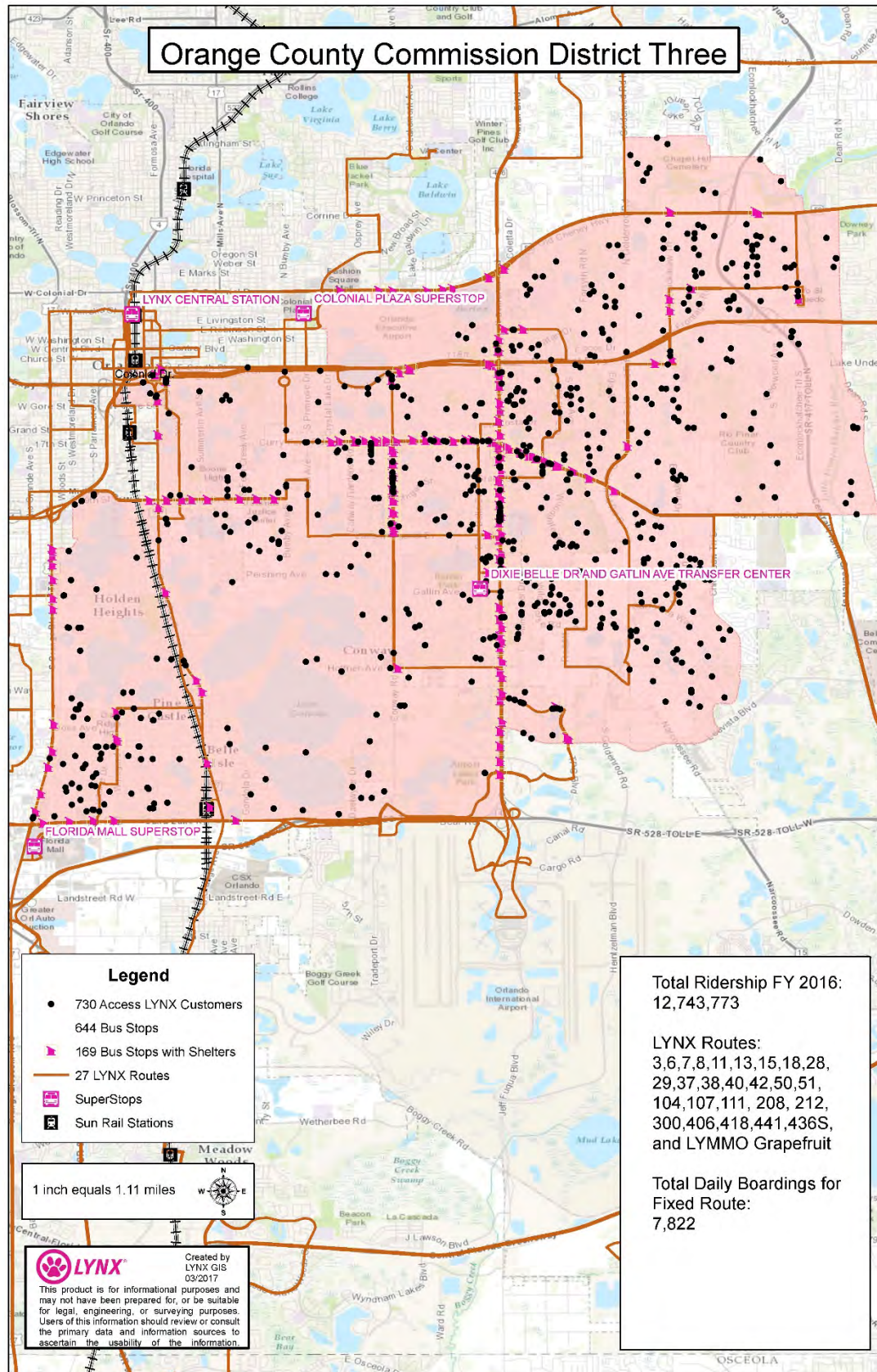
### DESCRIPTION OF SERVICE AREA



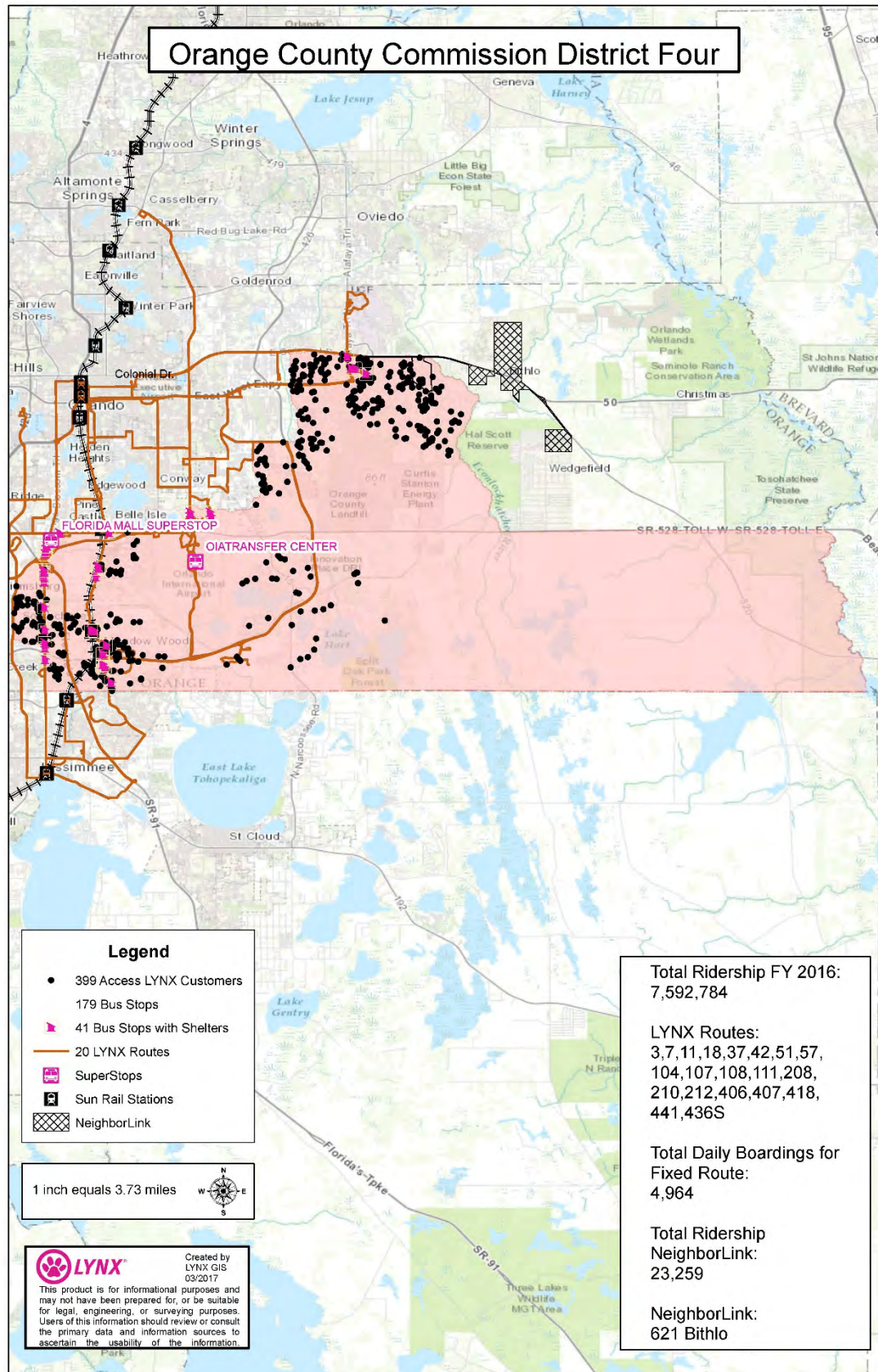




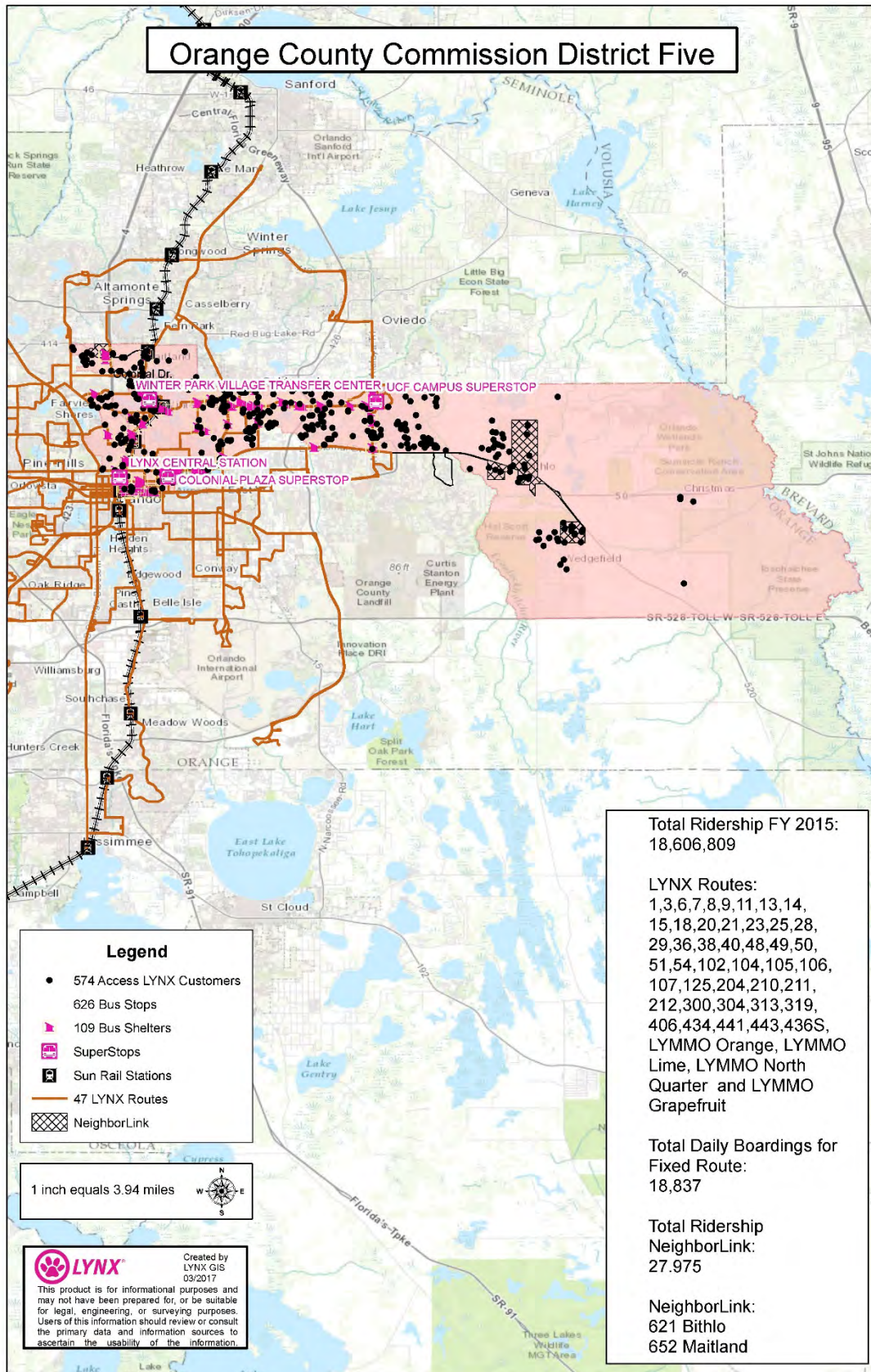


















# Orange County Transit Service Costs

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



<b>Fixed Route Operating Costs</b>	<b>Amount</b>
------------------------------------	---------------

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**

<b>Operating Cost Recoveries</b>	<b>Amount</b>
----------------------------------	---------------

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)**

<b>Net Fixed Route Cost</b>	<b>\$40,604,262</b>
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<b>NeighborLink Operating Costs</b>	<b>Amount</b>
NL 611	\$85,877
NL 612	\$88,989
NL 613	\$83,447
NL 621	\$86,266
NL 641	\$84,905
NL 652	\$53,843
	<b>\$483,327</b>

<b>ParaTransit Operating Costs</b>	<b>Amount</b>
Americans with Disabilities (ADA) Funding	\$8,007,271
Transportation Disadvantaged (TD) Funding	\$4,256,981
	<b>\$12,264,252</b>

<b>Capital Funding Cost</b>	<b>Amount</b>
\$2 per Hour Capital Funding	\$1,779,414
	<b>\$1,779,414</b>

Total Operating Costs	\$55,131,255
Less: Lynx Fund Balance & Revenue Contribution	(\$8,700,053)

<b>Net Funding Request from County</b>	<b>\$46,431,202</b>
--	---------------------

<b>Other County Payments to Lynx</b>	<b>Amount</b>
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
	<b>\$7,718,561</b>

<b>Total County Transit Service Cost</b>	<b>\$54,149,763</b>
--	---------------------



**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
<b>Operating Funding</b>			
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
<b>Capital Contributions</b>			
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.

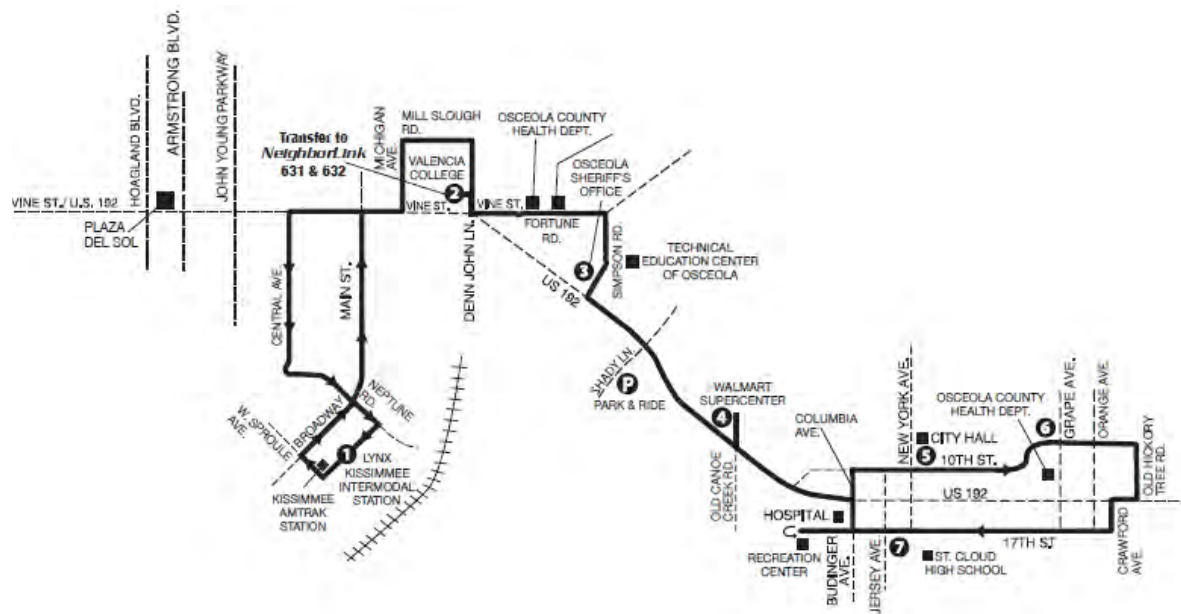


## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

#### **Link 10 E. US 192/St. Cloud**

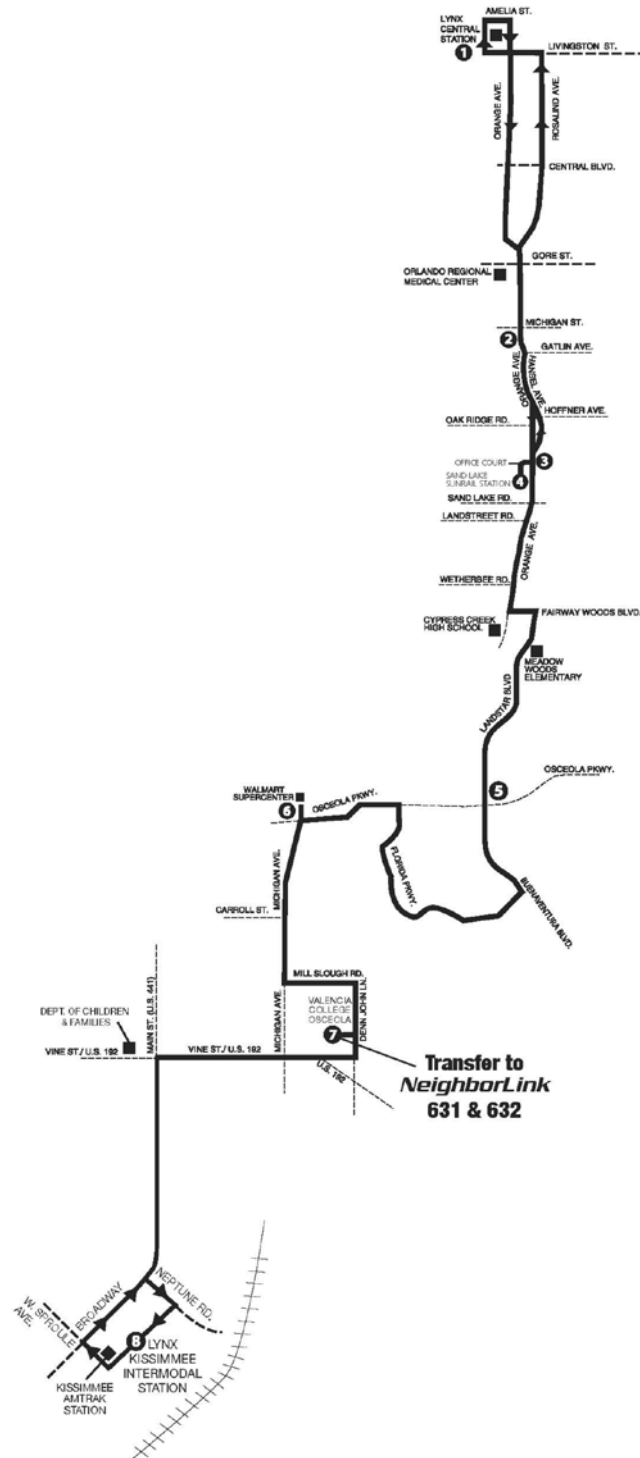
**Serving:** LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud 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

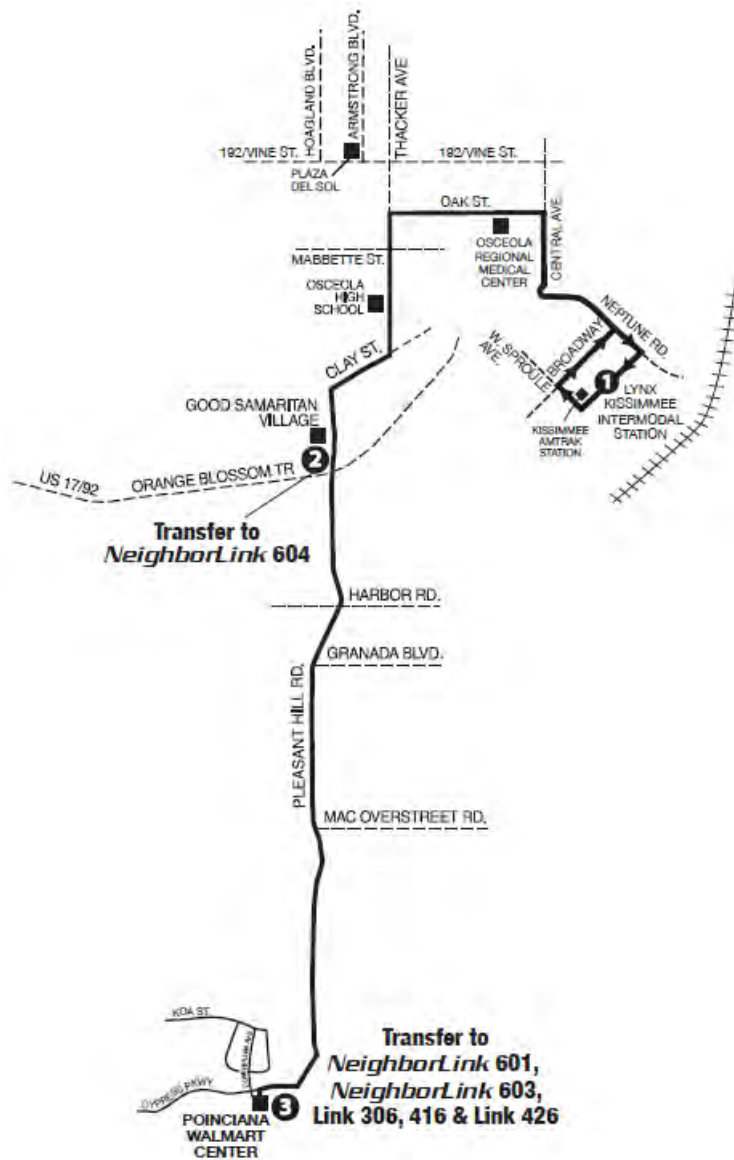
**Serving:** LYNX Central Station, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, NeighborLink 631, NeighborLink 632, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208





## Link 26 Pleasant Hill Road/Poinciana

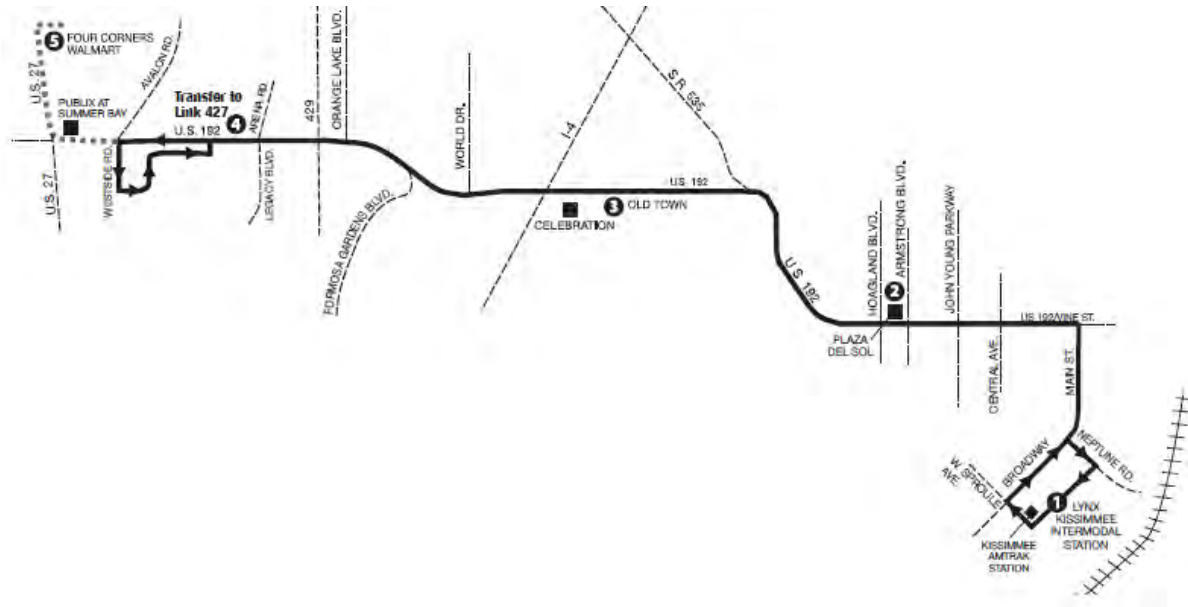
**Serving:** LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana





## Link 55 w. US 192/Crosstown

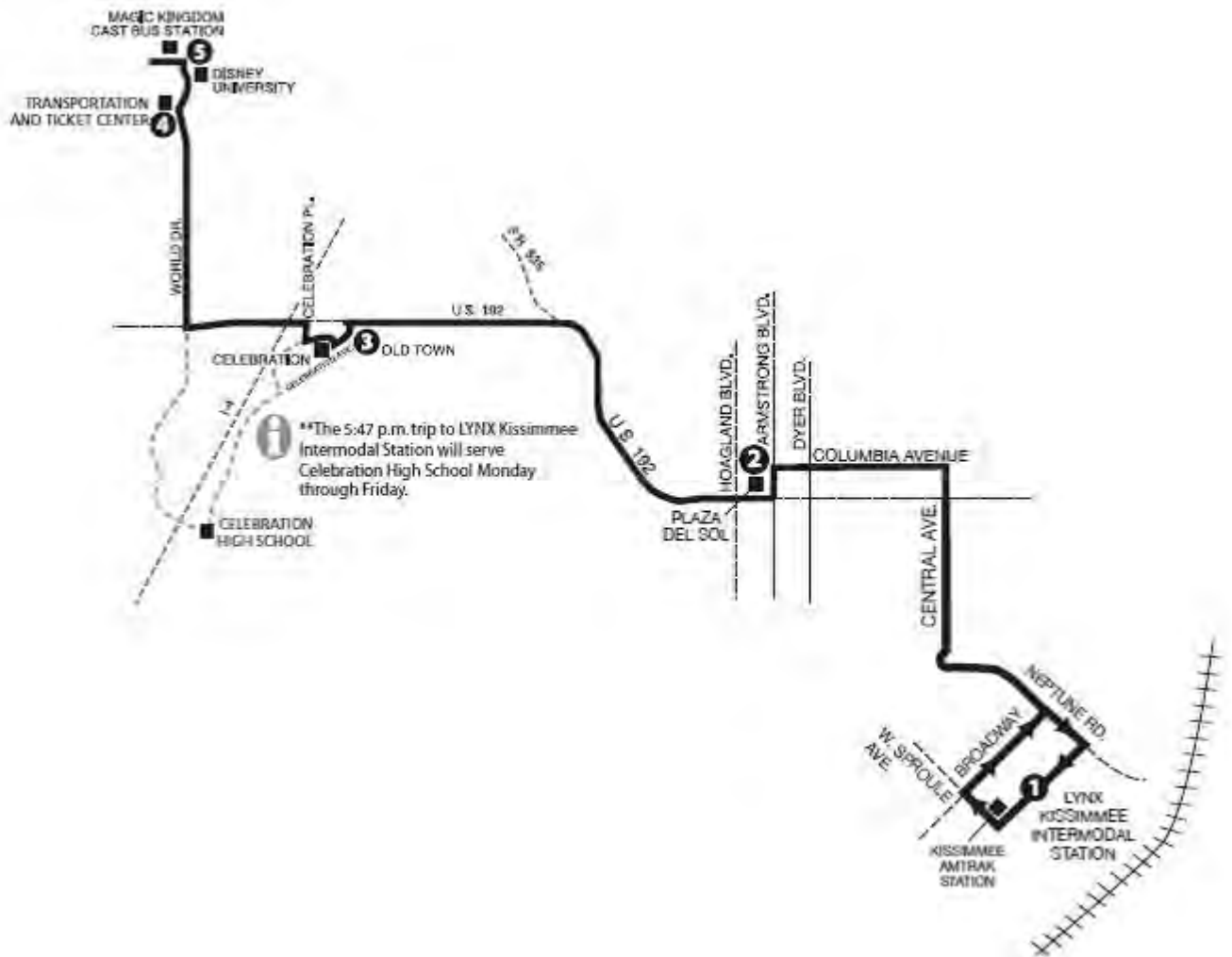
**Serving:** LYNX Kissimmee Intermodal Station, Old Town, Celebration, Orange Lake, Four Corners Walmart, and Plaza Del Sol





## Link 56 w. US 192/ Magic Kingdom

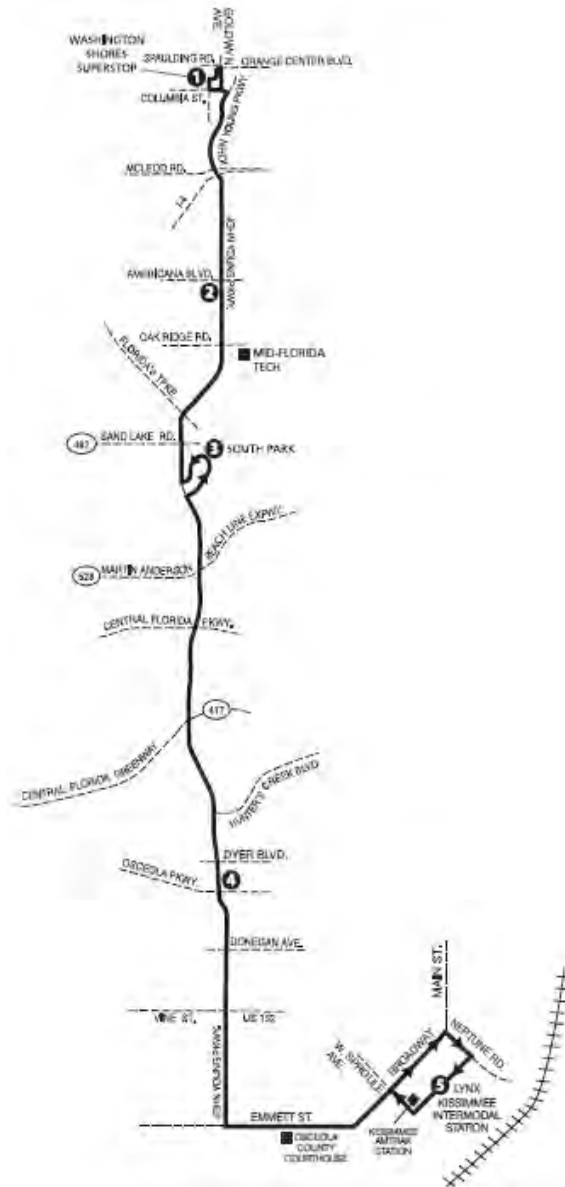
**Serving:** Plaza Del Sol, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, and LYNX Kissimmee Intermodal Station





## 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

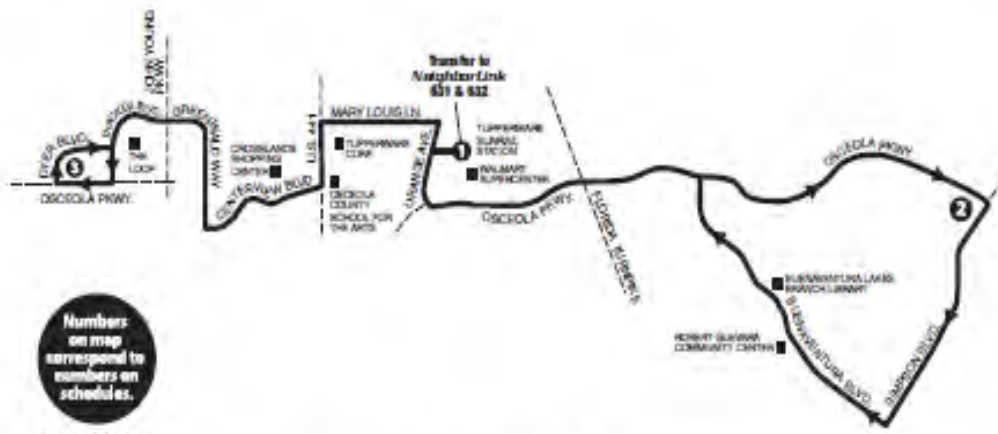
Monday-Friday

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



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
<b>1</b>	<b>2</b>	<b>1</b>
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
<b>4:20</b>	<b>4:40</b>	<b>5:02</b>
<b>4:50</b>	<b>5:10</b>	<b>5:32</b>
<b>5:20</b>	<b>5:40</b>	<b>6:02</b>
<b>5:50</b>	<b>6:10</b>	<b>6:32</b>
<b>6:20</b>	<b>6:40</b>	<b>7:02</b>
<b>6:50</b>	<b>7:10</b>	<b>7:32</b>

#### TUPPERWARE SUNRAIL STATION TO THE LOOP

DEPART TUPPERWARE SUNRAIL STATION	DYER BLVD. & EAGLE'S RESERVE BLVD.	ARRIVE TUPPERWARE SUNRAIL STATION
<b>1</b>	<b>3</b>	<b>1</b>
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
<b>4:35</b>	<b>4:51</b>	<b>5:11</b>
<b>5:05</b>	<b>5:21</b>	<b>5:41</b>
<b>5:35</b>	<b>5:51</b>	<b>6:11</b>
<b>6:05</b>	<b>6:21</b>	<b>6:41</b>
<b>6:35</b>	<b>6:51</b>	<b>7:11</b>
<b>7:05</b>	<b>7:20</b>	<b>7:37</b>

P.M. Times are shown in bold



## Link 306

### Disney Direct

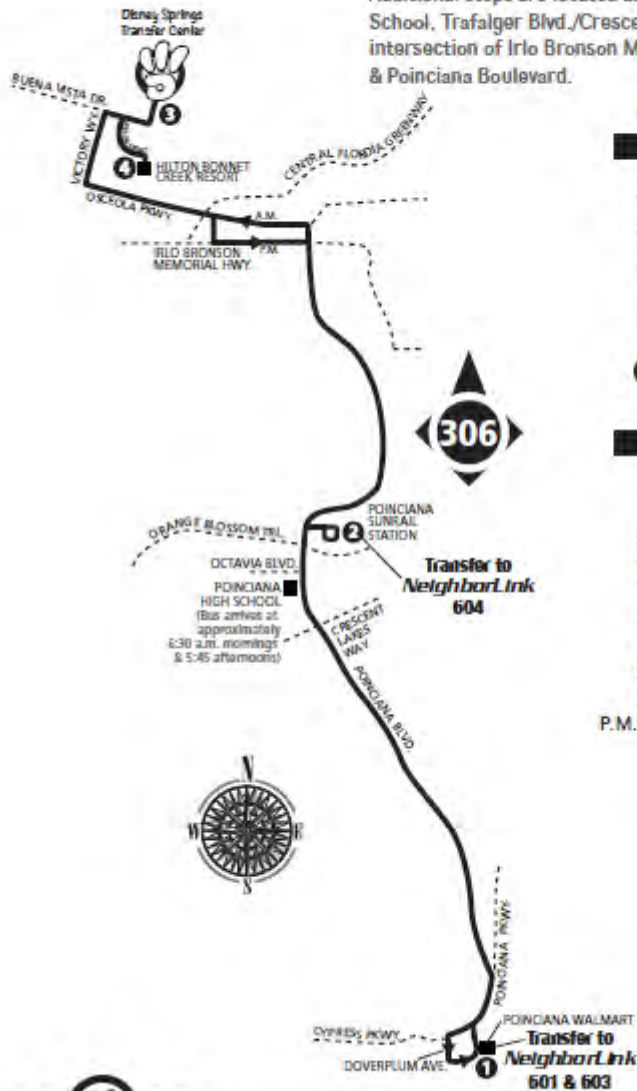
Monday-Sunday & Holiday  
service

#### 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
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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
<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
5:07	5:15-5:20	5:40	6:07

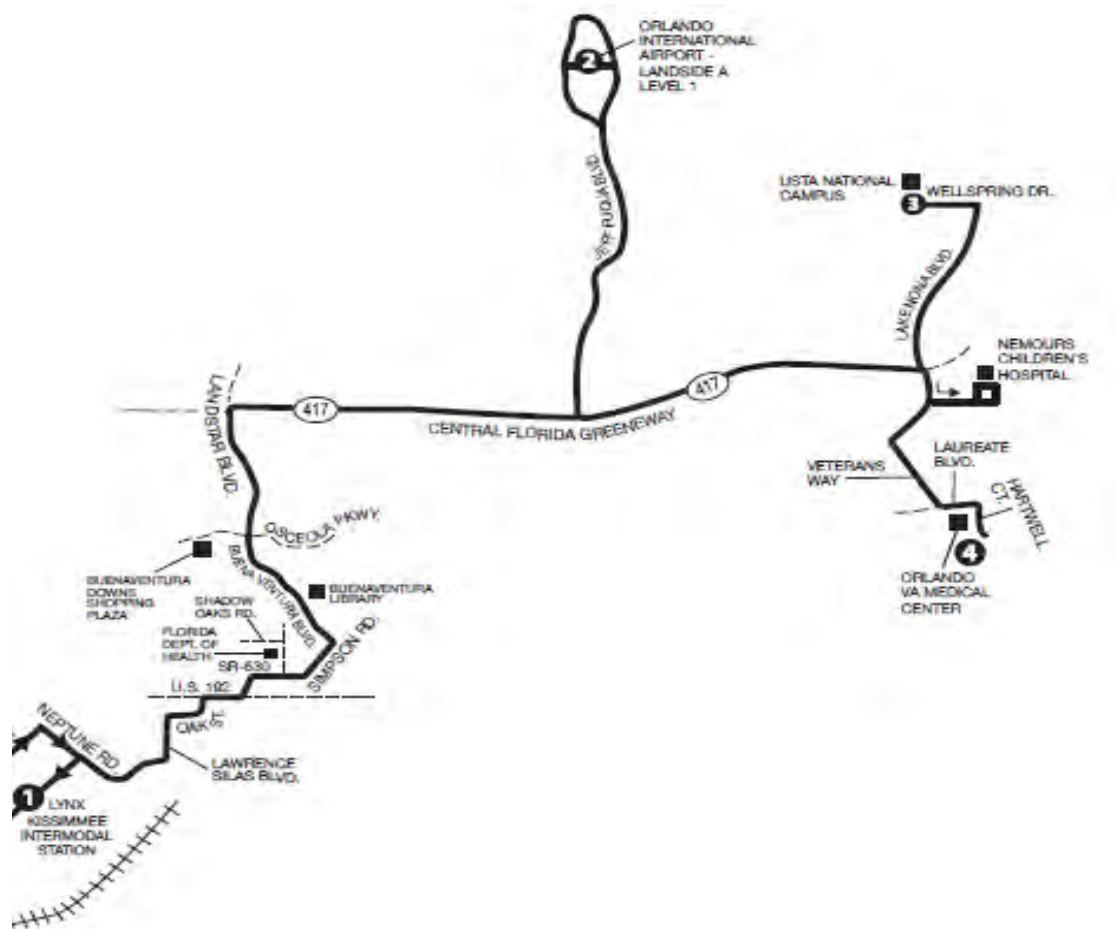
P.M. Times are shown in bold





## FastLink 407 Kissimmee/Medical City/Orlando International Airport

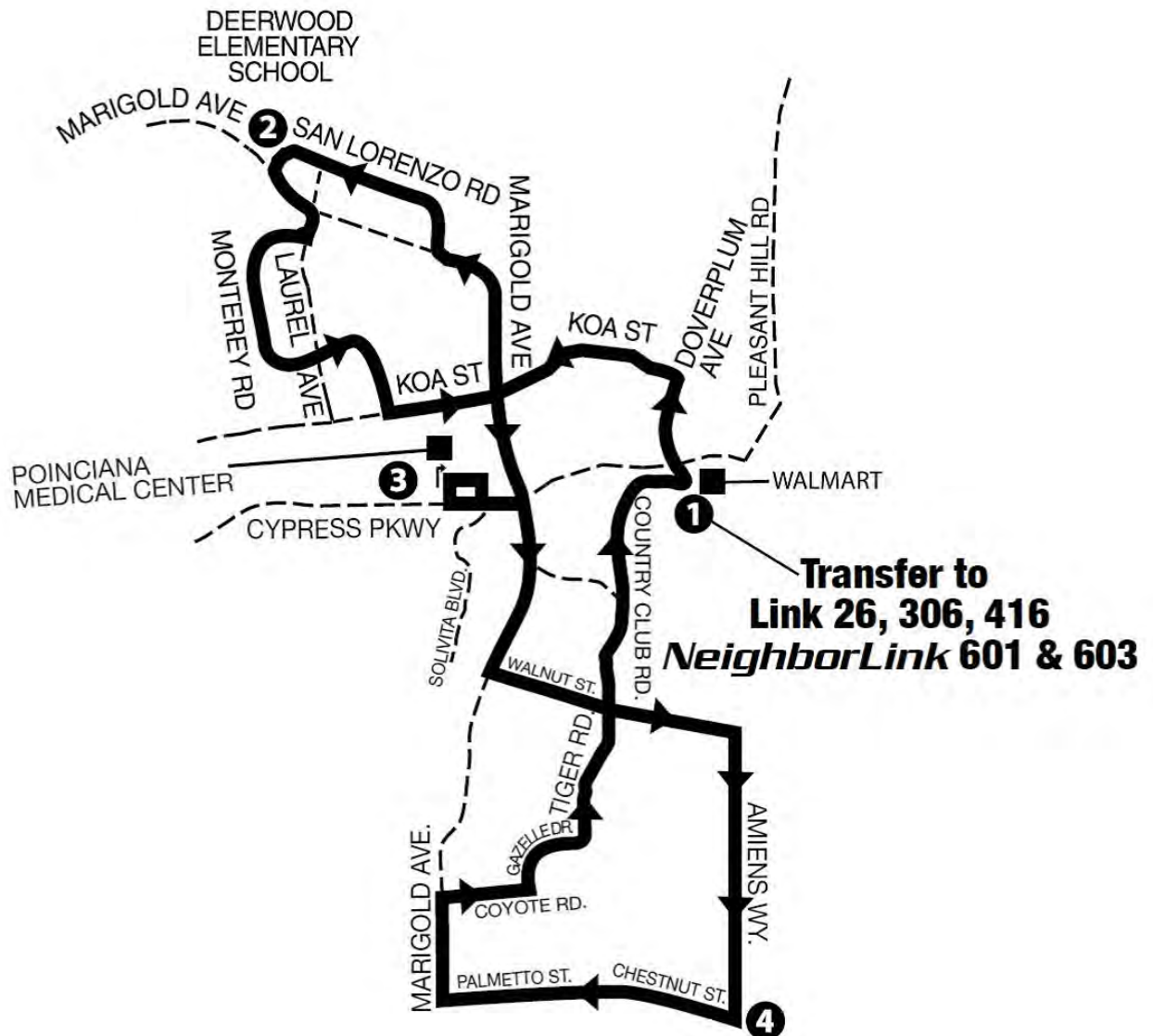
**Serving:** Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventura Downs, Buenaventura Library, Florida Dept. of Health, USTA National Campus, Nemours Children's Hospital, and Orlando VA Medical Center





## 426 Poinciana Circulator

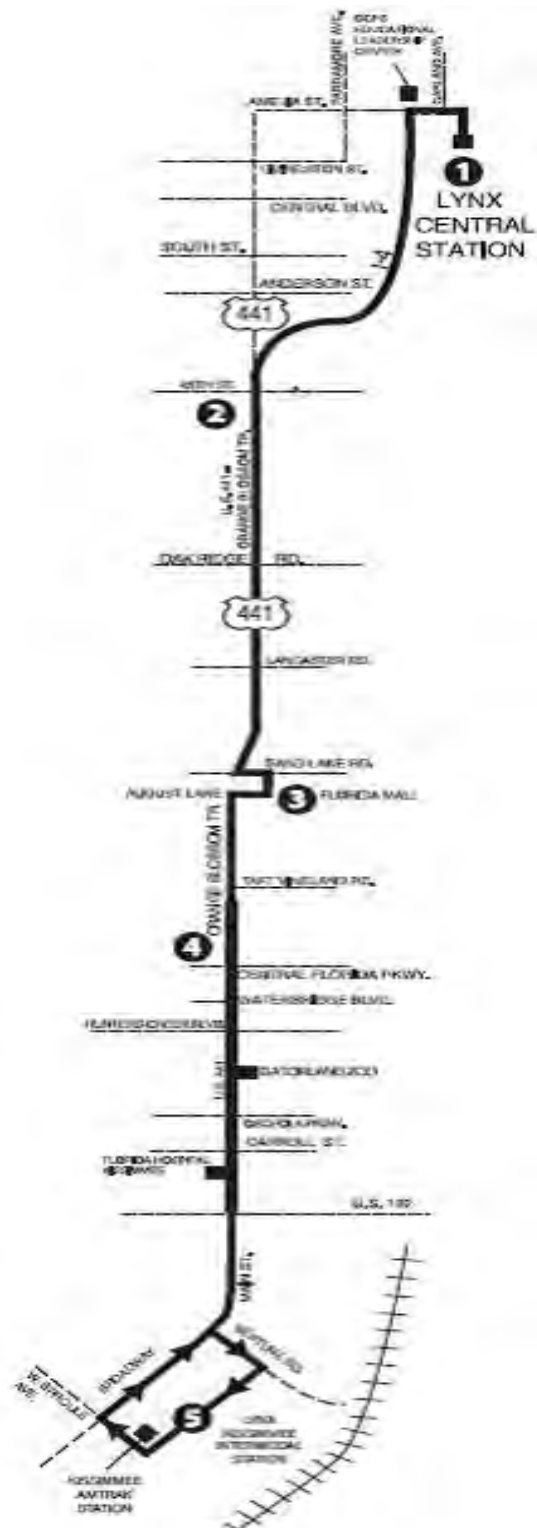
**Serving:** Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416





# FastLink 441 Kissimmee/Orlando

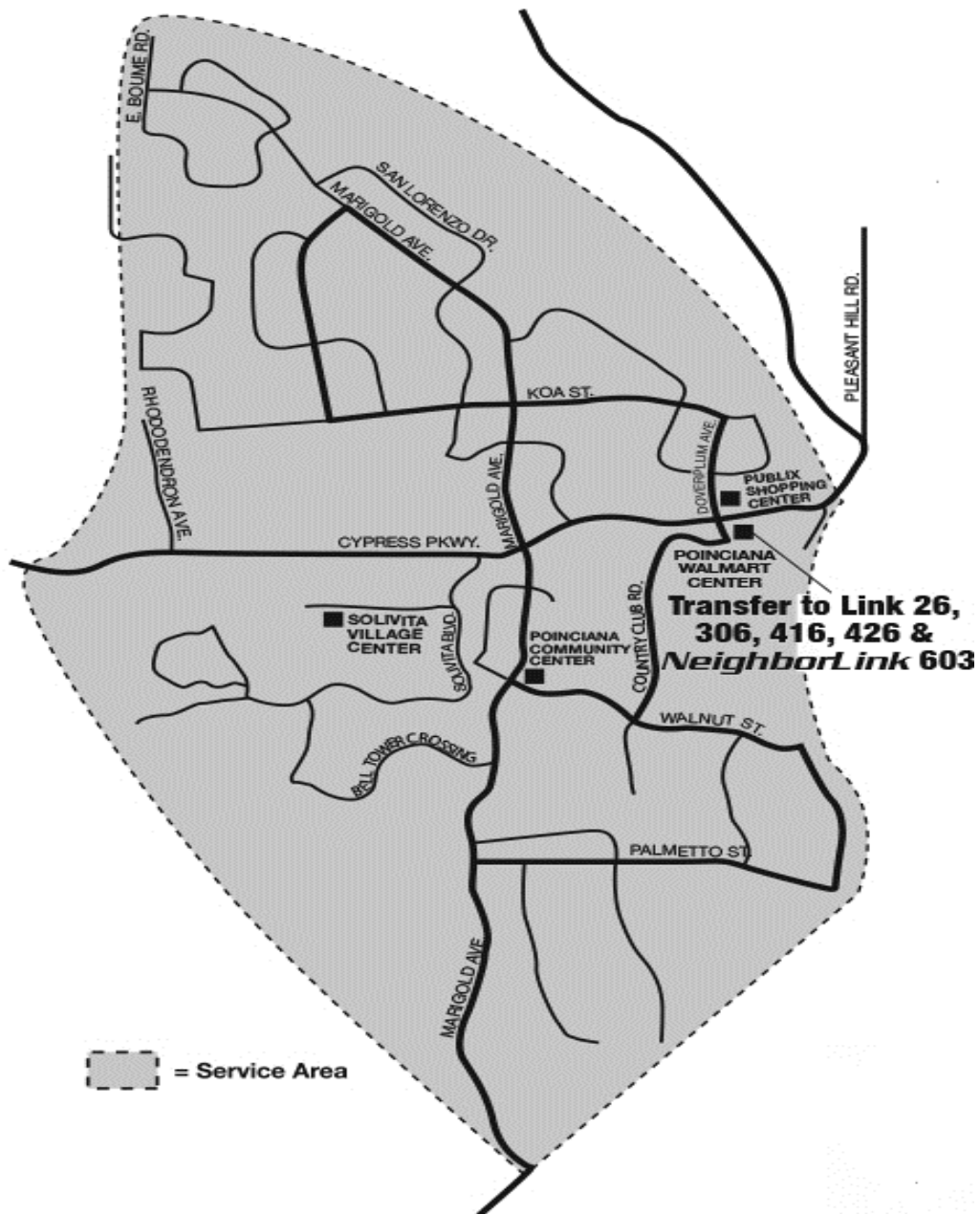
**Serving:** LYNX Central Station, OBT & Lancaster., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station





## NeighborLink 601 Poinciana

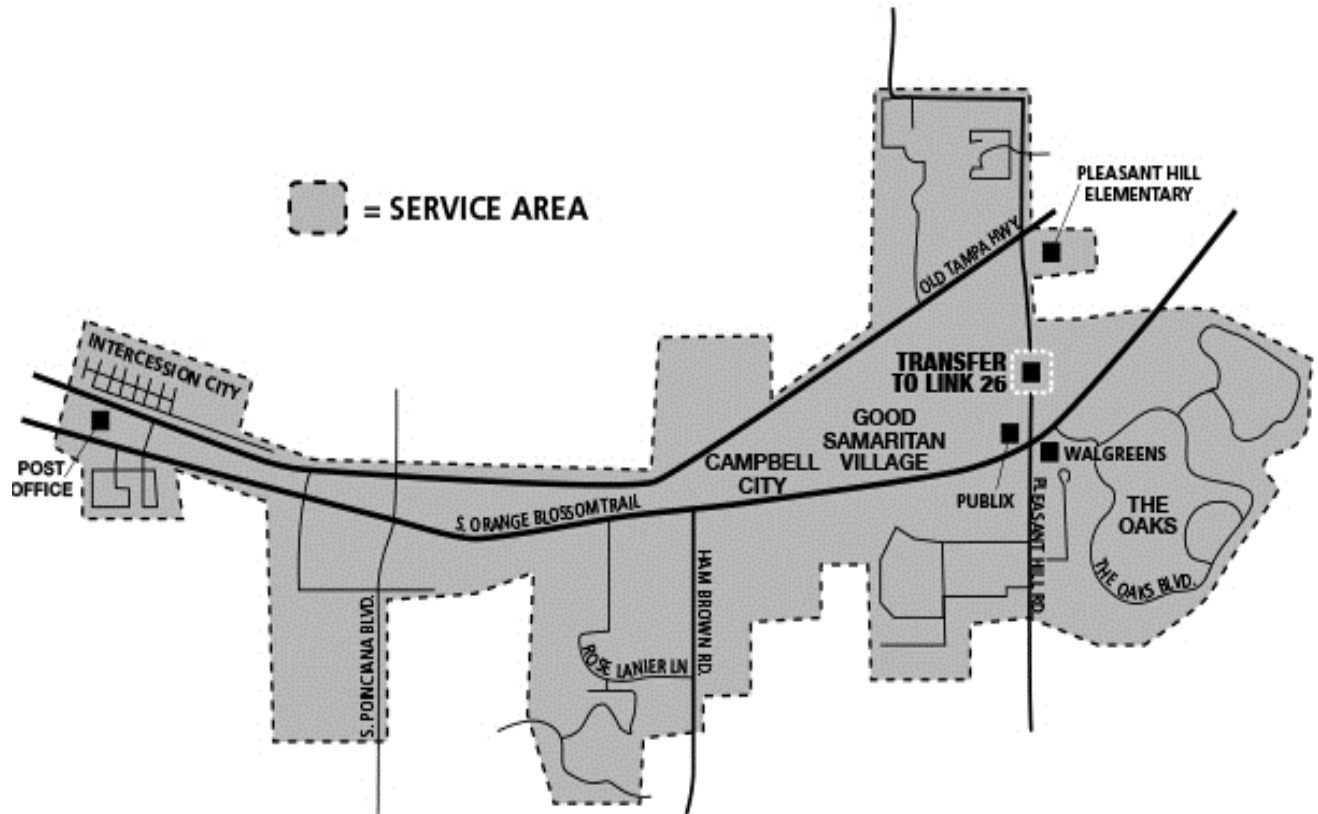
Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center





## NeighborLink 604 Intercession City/Campbell City

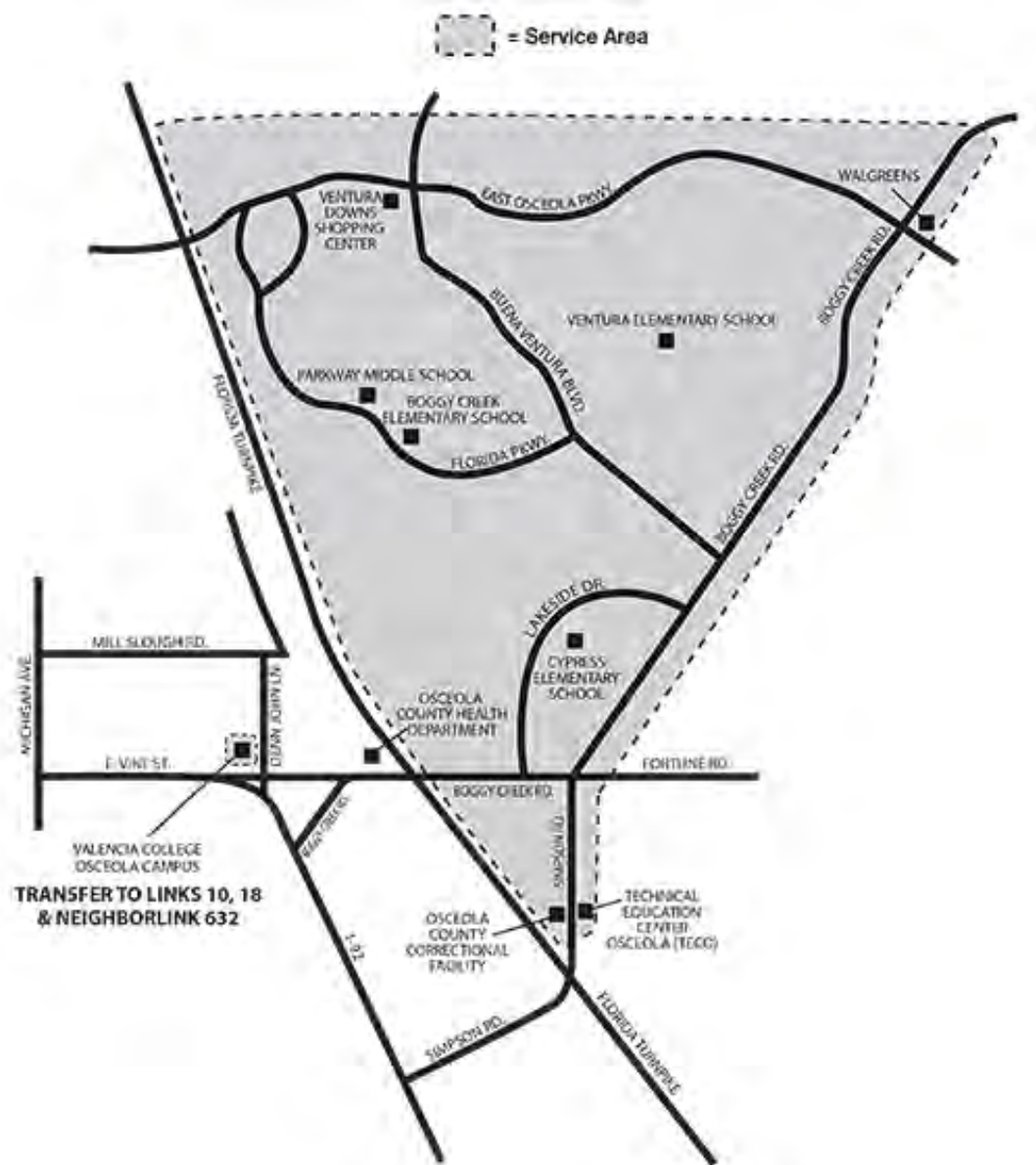
**Serving:** Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks





## 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
	<b>\$8,760,914</b>

### Cost Recoveries Amount

Estimated Farebox Recovery	(\$2,419,735)
FDOT SunRail Feeder Service	(\$412,015)
	<b>(\$2,831,750)</b>

**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
	<b>\$267,887</b>



<b>ParaTransit Operating Costs</b>	<b>Amount</b>
Americans with Disabilities (ADA) Funding	\$1,769,105
Transportation Disadvantaged (TD) Funding	\$1,285,230
	<b>\$3,054,335</b>

<b>Capital Funding Cost</b>	<b>Amount</b>
\$2 per Hour Capital Funding	\$246,024
	<b>\$246,024</b>

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>

<b>Other County Payments to Lynx</b>	<b>Amount</b>
FDOT SunRail Feeder Service	\$412,015
	<b>\$412,015</b>

**Total County Transit Service Cost** **\$8,038,557**

<b>FY2019 Billing Schedule</b>	<b>Amount</b>
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	<b>\$7,626,542</b>



## **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
<b>Operating Funding</b>			
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
<b>Capital Contributions</b>			
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.

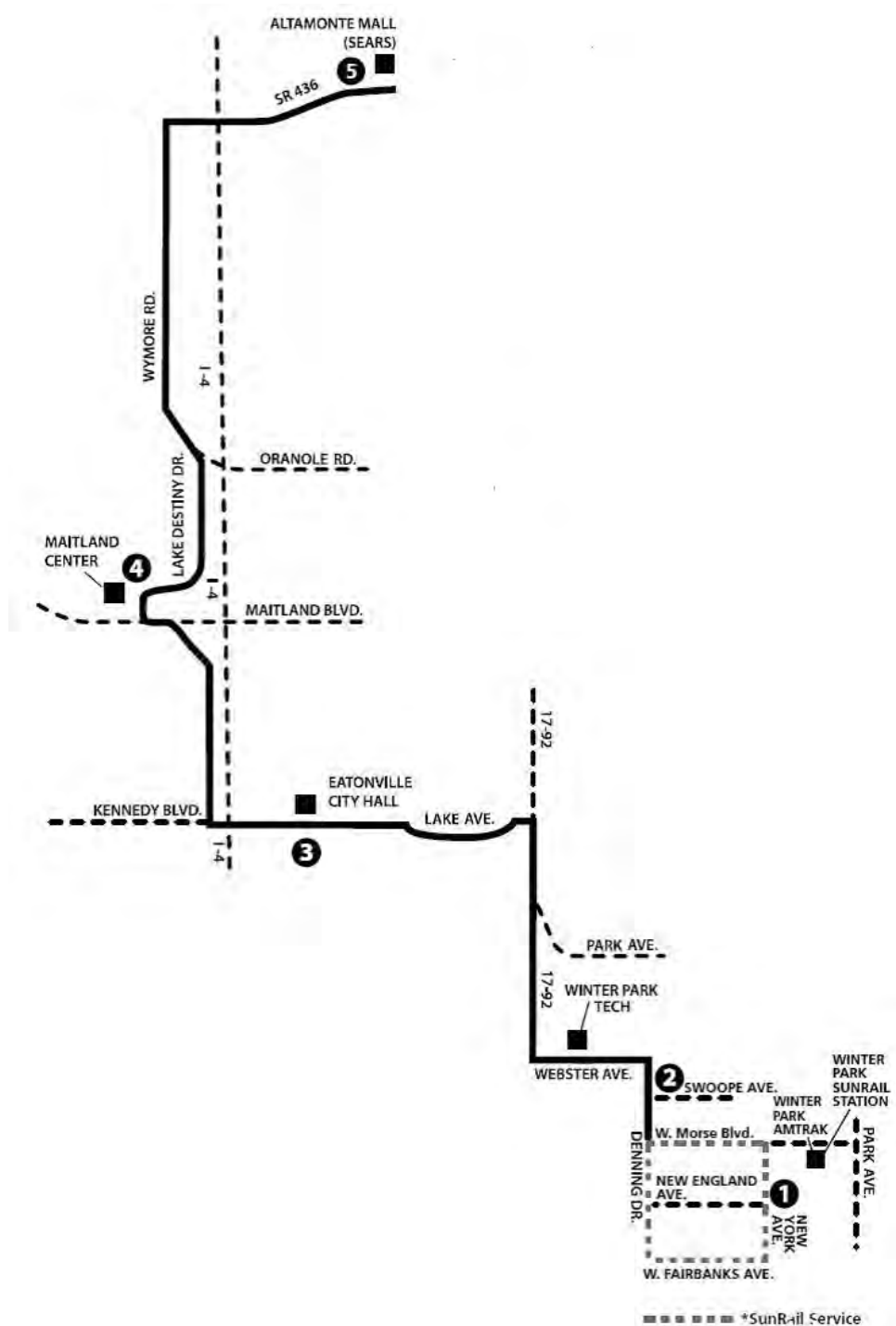


## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

#### **LINK 1 Winter Park/Altamonte Springs**

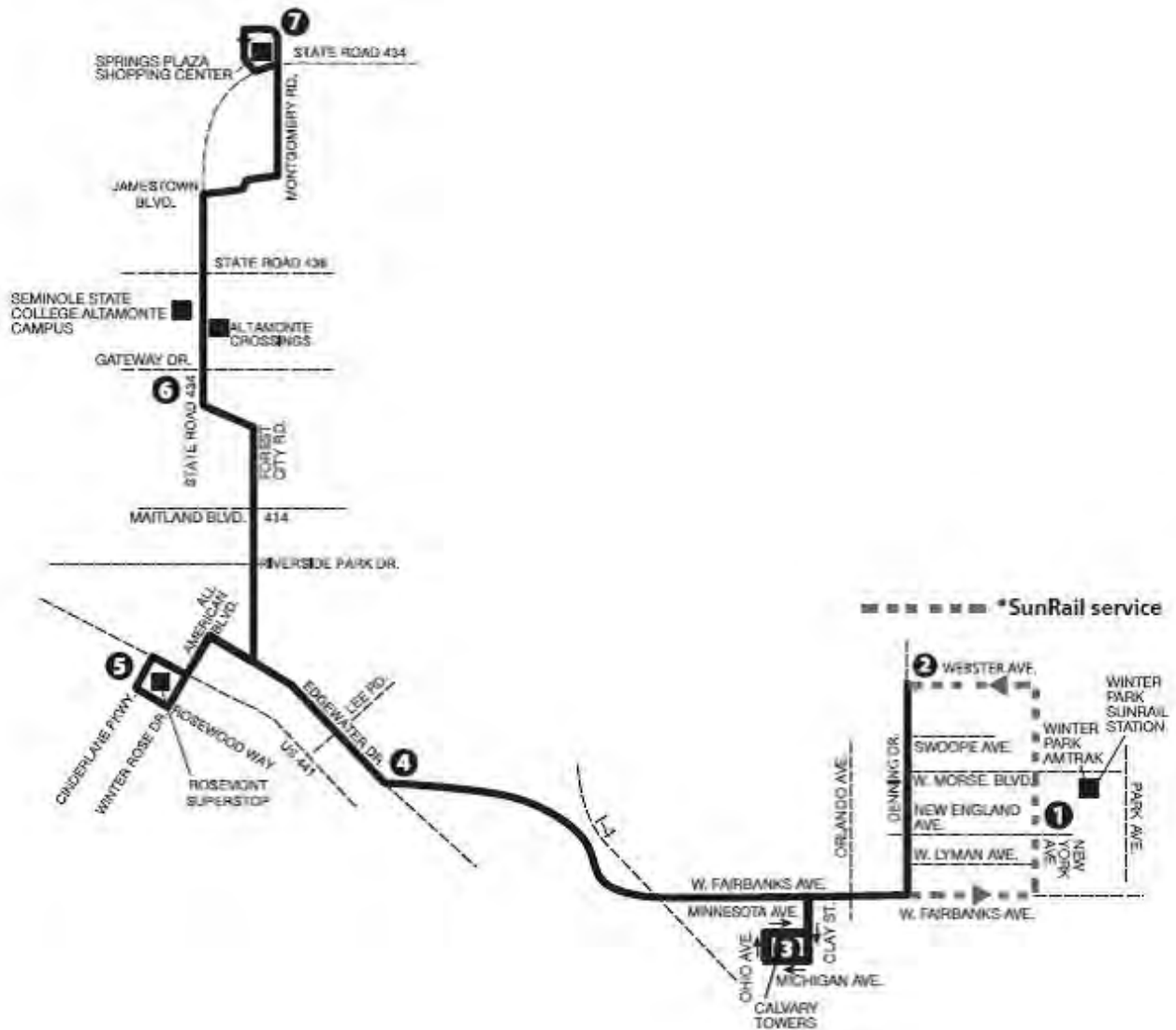
**Serving:** Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, Winter Park SunRail Station and Winter Park Amtrak





## LINK 23 Winter Park/Springs Plaza

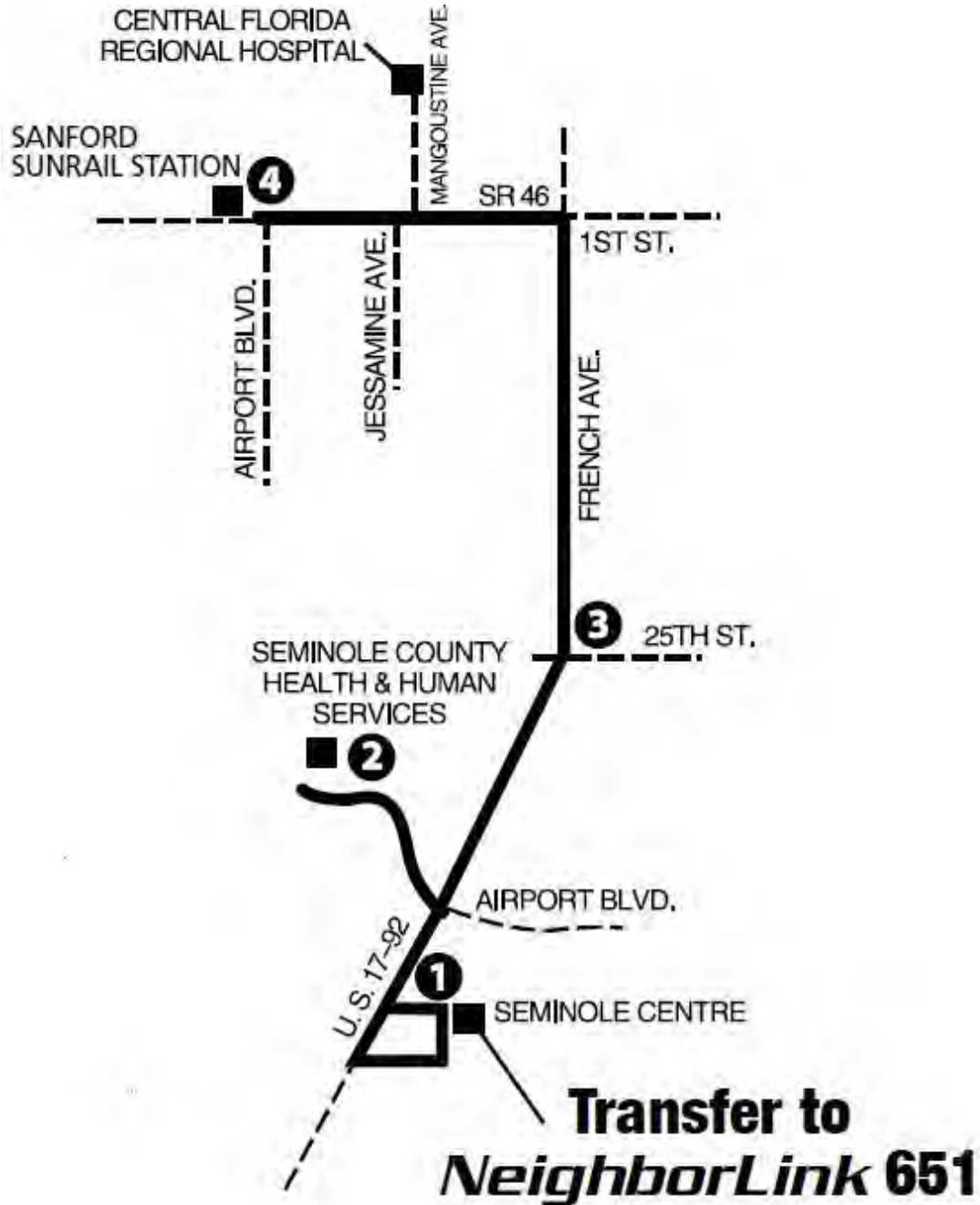
**Serving:** Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers





## LINK 34 Sanford

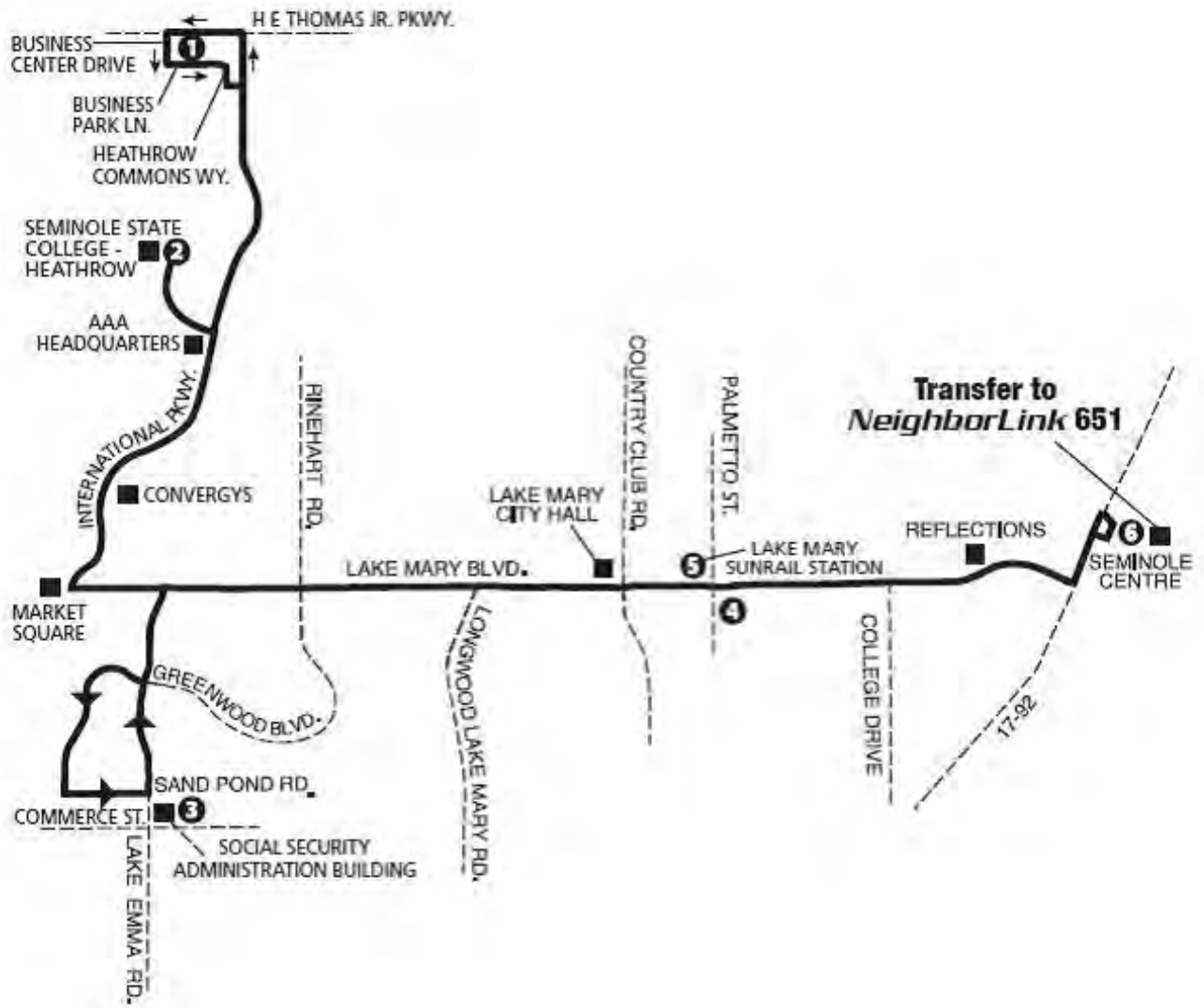
**Serving:** Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651





## LINK 45 Lake Mary

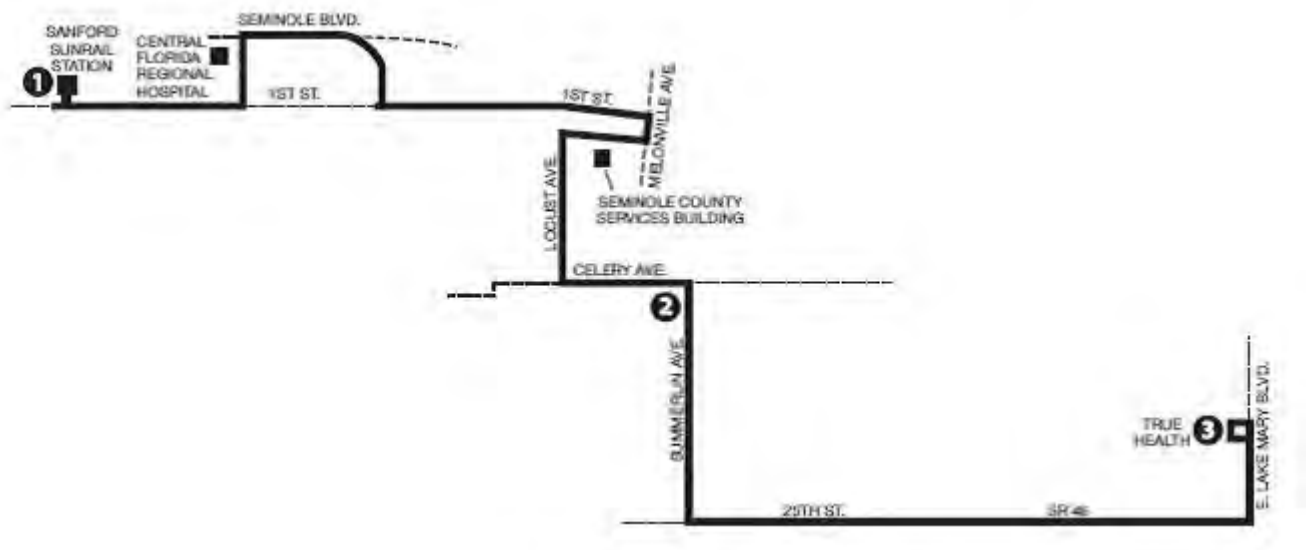
**Serving:** North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College - Heathrow, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651





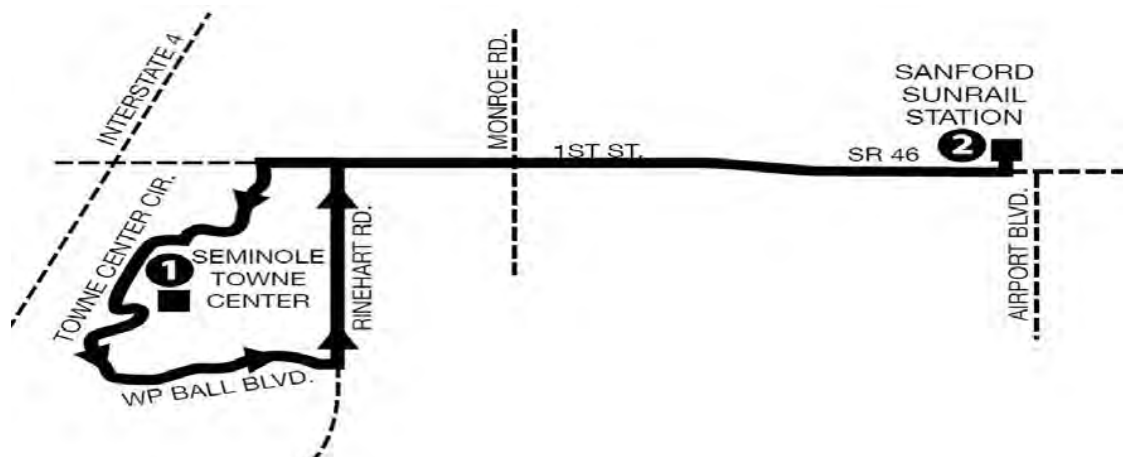
## LINK 46 East SR 46/Downtown Sanford

**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

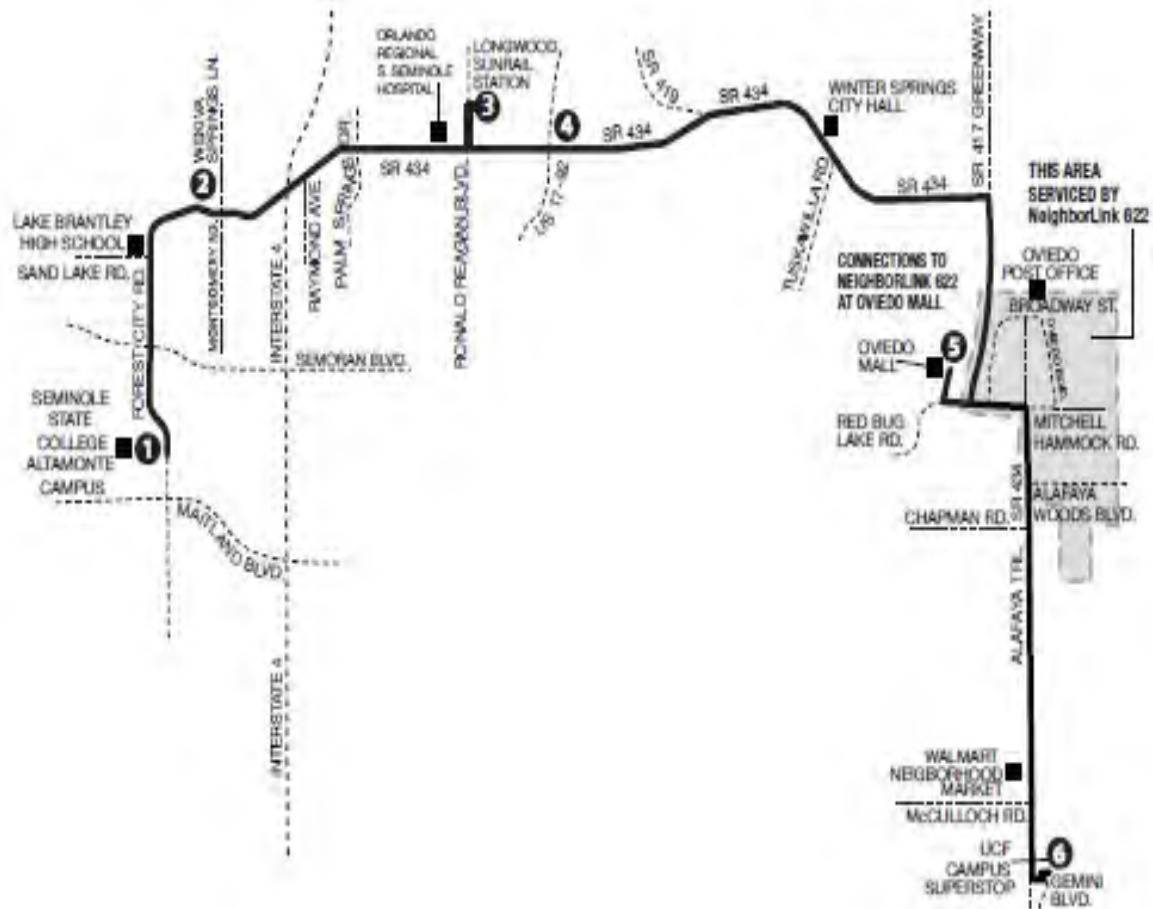
**Serving:** LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, Lockhart, and Apopka SuperStop





## 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





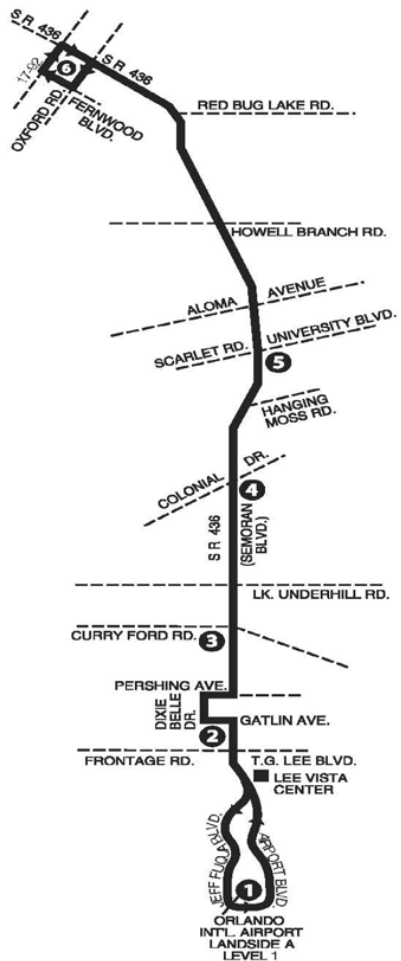
## Link 436N SR 436 Crosstown

**Serving:** Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



## Link 436S SR 436 Crosstown

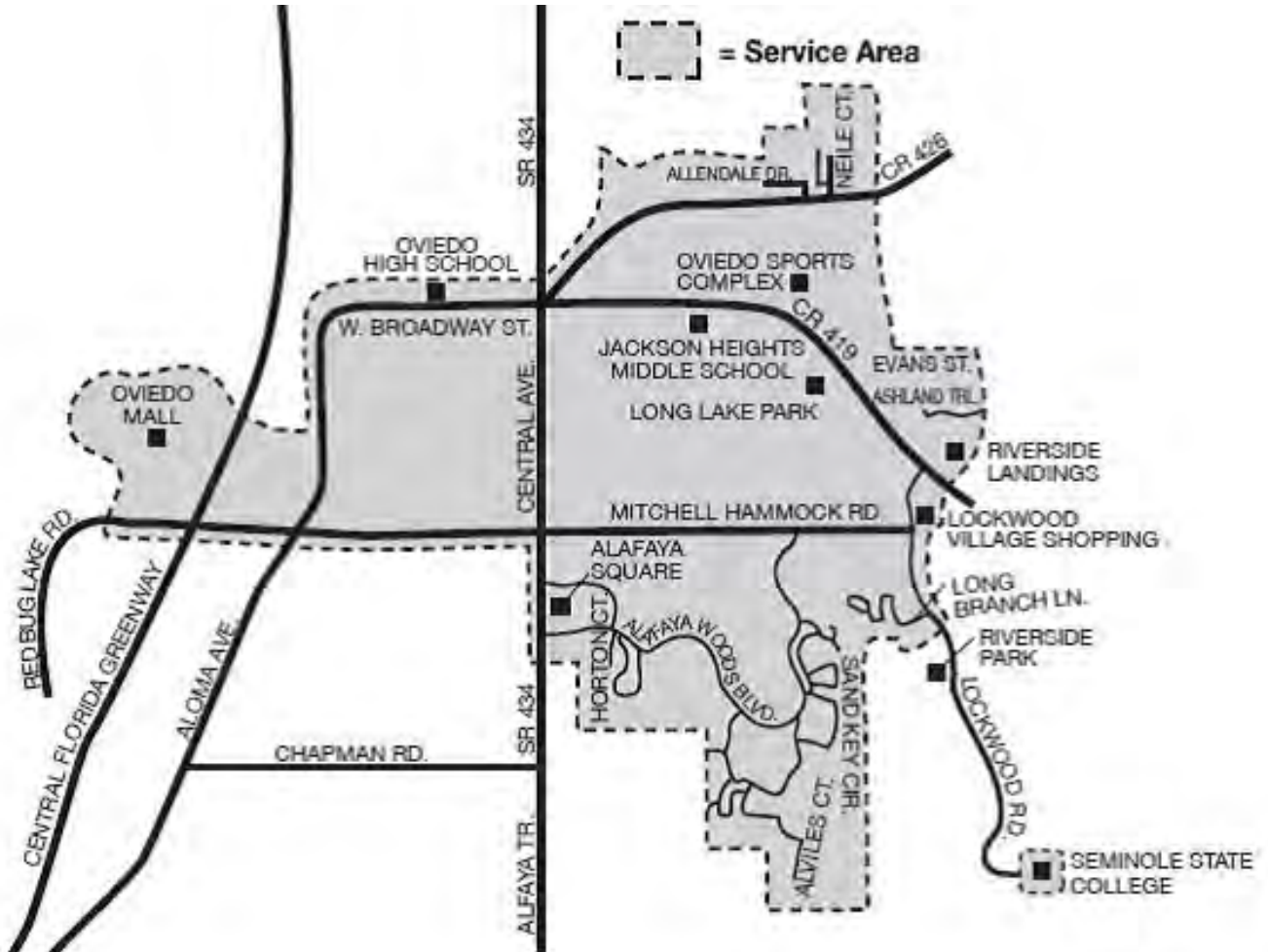
**Serving:** Fern Park, Casselberry, Azalea Park, and Orlando International Airport





# NeighborLink 622 Oviedo

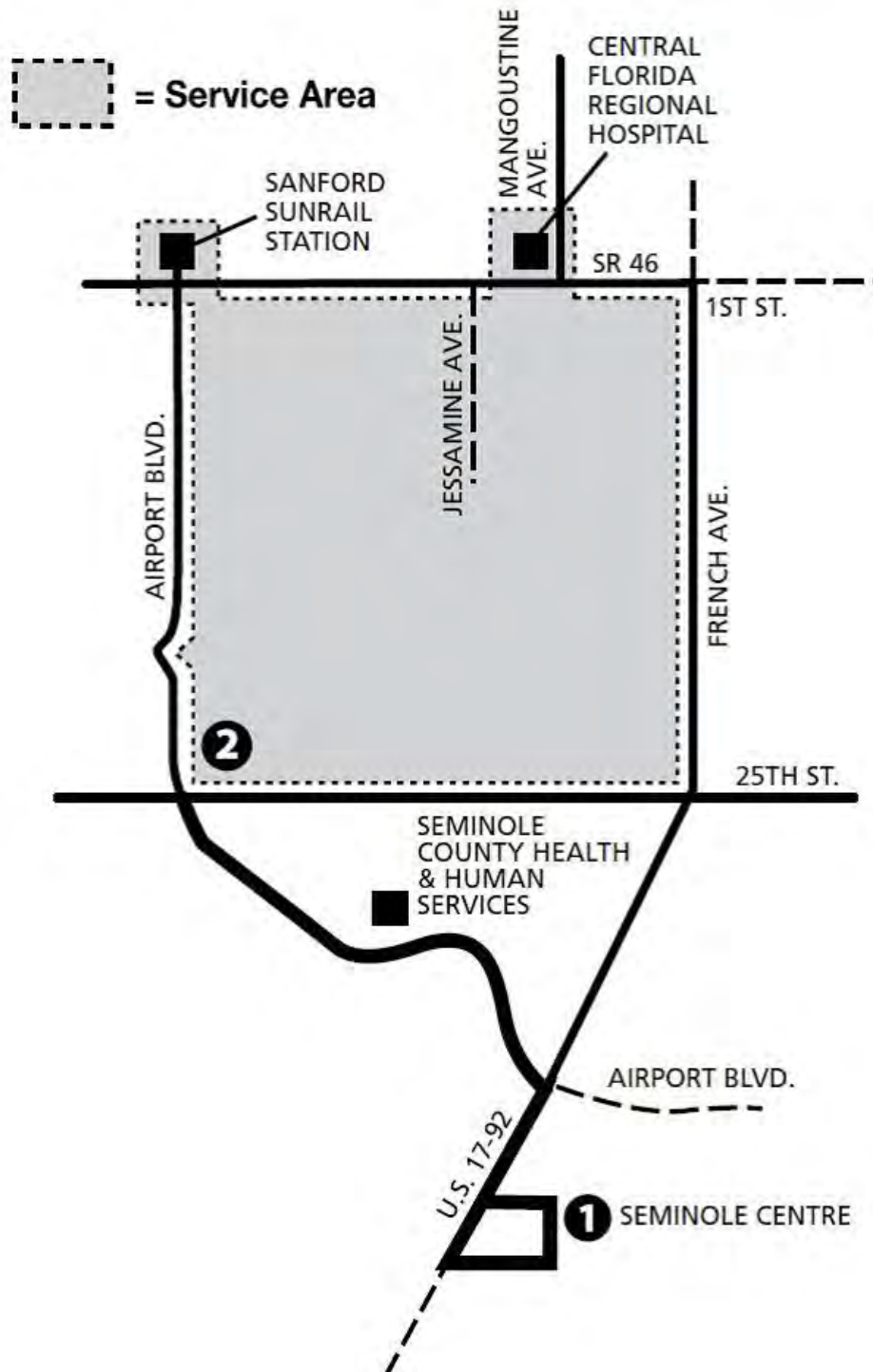
**Serving:** Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School





## 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
	<b>\$7,790,184</b>

### 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)
	<b>(\$3,052,186)</b>

### Net Fixed Route Cost \$4,737,998

### NeighborLink Operating Costs Amount

NL 622	\$86,364
NL 651	\$143,579
	<b>\$229,943</b>



<b>ParaTransit Operating Costs</b>	<b>Amount</b>
Americans with Disabilities (ADA) Funding	\$2,296,030
Transportation Disadvantaged (TD) Funding	\$279,143
	<b>\$2,575,173</b>

<b>Capital Funding Cost</b>	<b>Amount</b>
\$2 per Hour Capital Funding	\$218,764
	<b>\$218,764</b>

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>

<b>Other County Payments to Lynx</b>	<b>Amount</b>
FDOT SunRail Feeder Service	\$475,037
City of Sanford	\$93,000
City of Altamonte Springs	\$120,900
Prepaid SR436 Study	\$211,626
	<b>\$900,563</b>

**Total County Transit Service Cost** **\$8,303,880**

<b>FY2019 Billing Schedule</b>	<b>Amount</b>
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
<b>Annual Funding Request from County</b>	<b>\$7,403,317</b>



## **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
<b>Operating Funding</b>			
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
<b>Capital Contributions</b>			
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.