

LYNX Oversight Committee Agenda

Meeting Date: 3/24/2022
Meeting Time: 11:00 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 2.24.22

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3. Public Comments



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

4. Chief Executive Officer's Report


5. Finance & Audit Committee Report

6. Consent Agenda



A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) to Procure Legal Services for Risk Management Pg 8
- ii.  Authorization to Release a Request for Proposal (RFP) for NeighborLink Services Pg 10







B. Invitation for Bid (IFB)


- i.  Authorization to Release an Invitation for Bid (IFB) for the Provision of Transit Bus Remanufactured Transmissions Pg 12

C. Award Contracts



- i.  Authorization to Negotiate and Award a Contract to Tolar Manufacturing Company, Inc. for the Manufacturing of Commercial Style Transit Shelters Pg 14
- ii.  Authorization to Negotiate and Award a Contract to Kimley-Horn and Associates for the Transit Development Plan (TDP) Major Update Pg 16

D. Miscellaneous

- i.  Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for First Party Property Insurance Pg 18
- ii.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 20
- iii.  Authorization to Write Off Assets Pursuant to the September 30, 2021 Physical Inventory Count and Reconciliation Pg 22
- iv.  Authorization to Submit a Grant Application to the Florida Department of Environmental Protection (DEP) Under the Electric Transit Bus Project Pg 24
- v.  Authorization to Extend Sub-Recipient Awards and to Enter into Sub-Recipient Agreements with the Selected Human Services Agencies Pg 26
- vi.  Authorization to Enter into the Third Amended and Restated Operations Agreement for the LYMMO Services with the City of Orlando Pg 28

-Attachments 

7. Action Items

- A.  Authorization to Approve FY2021 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program Pg 55
- B.  Authorization to Implement April 24, 2022 Service Changes Pg 57

8. Other Business

9. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

PLACE: **LYNX Central Station**
 455 N. Garland Avenue
 Virtual and 2nd Floor, Board Room
 Orlando, FL 32801

DATE: **February 24, 2022**

TIME: **11:30 a.m.**

Members in Attendance:

Viviana Janer, Chair, Commissioner,
Osceola County BoCC
Mary Moskowitz, Seminole County
Tanya Wilder, City of Orlando
Jared Perdue, FDOT
Renzo Nastasi, Orange County

Staff Members in Attendance:

James E. Harrison, Chief Executive Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
William Slot, Chief Innovation Officer
Leonard Antmann, Chief Financial Officer

1. Call to Order

Chair Janer called the meeting to order at 11:32 a.m.

2. Approval of Minutes

A motion to approve the January 27, 2022 Oversight Committee meeting minutes was made by Renzo Nastasi and seconded by Mary Moskowitz. Motion carried unanimously.

3. Public Comments

No one requested to address the Committee.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer, stated that fixed-route ridership remains steady at just over sixty percent of the pre-covid range, which is similar to other agencies across the state and across the nation. As gas prices increase, transit ridership typically increases.

LYNX has a fuel hedging program to stabilize the cost of fuel. The favorable hedge has saved the agency a significant amount of money, and this trend is continuing.

One of the largest training classes for bus drivers has started. There are twenty-seven individuals in the training program, and this is due to aggressive recruiting strategies.

LYNX is hosting the FDOT Introduction to Transit Operations Planning class beginning March 7. This training provides an opportunity to staff that are new to transit planning an overview of route planning details. This training will include both the planning staff and the union leadership to build a better labor/management relationship.

Angel Rodriguez, bus operator, noticed that a passenger was slumped over and unconscious. He secured the bus and contacted radio dispatch. After realizing that the passenger was not breathing, he contacted 911. Operator Rodriguez performed CPR chest compressions for over six minutes while waiting for emergency personnel. Operator Rodriguez's quick action and willingness to assist helped save the passenger's life.

The LYNX funding partners softball tournament will be held on March 26 in Altamonte Springs.

5. Finance & Audit Committee Report

Amanda Clavijo, Chair of Finance and Audit Committee, reported that the Finance and Audit Committee met on Thursday, February 17, 2022.

All Consent Agenda items were approved to move forward to the Oversight Committee.

Discussion items on the Finance & Audit Committee are the same as the Discussion items on the Oversight agenda, except there was an additional discussion on reserve analysis.

The Finance & Audit Committee election of officers culminated with moving forward the same slate of Amanda Clavijo as Chair of the Committee and Michelle McCrimmon as Vice-Chair.

6. Committee Consent Agenda Items

Chair Janer asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.ii. Mr. Harrison stated that he recommends the entire Consent Agenda for approval.

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP for a Transit Simulator System

B. Invitation for bid (IFB)

- i. Authorization to Release an Invitation for Bid (IFB) for Transit Bus Tire Leasing Services

C. Award Contracts

- i. Authorization to Negotiate and Award a Contract to Elliott & Company Turf and Landscaping Services, Inc. for Landscaping Services
- ii. Authorization to Negotiate and Award a Contract to AT&T Corp. for Cloud-Based Universal Communications as a Service (UCaaS)

- iii. Authorization to Negotiate and Award a Contract to AT&T Corp. for Internet Cloud-Based Contact Center as a Service (CCaaS)
 - iv. Authorization to Negotiate and Award a Contract to Barracuda Building Contractors for the Installation, Repair and Removal of LYNX Transit Shelters and Associated Amenities
- D. Miscellaneous
- i. Authorization to Transfer Two (2) Ticket Vending Machines to Southeastern Pennsylvania Transportation Authority
 - ii. Authorization to Enter into a Memorandum of Understanding for Transit Planning in Support of the International Drive Transit Feasibility and Alternative Technology Assessment

Renzo Nastasi made a motion to approve Consent Agenda items 6.A.i through 6.D.ii. Seconded by Secretary Perdue. Motion passed unanimously.

7. Discussion Items

A. FY2021 Preliminary Financial Results

Chair Janer recognized Lenny Antmann, Chief Financial Officer, to make the presentation. Mr. Antmann stated that revenue was below budget, due to the amount of stimulus dollars available. Expenses were below budget.

Customer fares were above budget, but advertising and Federal revenue were below budget. Federal revenue was below budget due to planning studies.

Revenue for FY2021 was \$1.5 million below budget and Expense was \$16 million favorable.

B. FY2022 1st Quarter Results

Mr. Antmann continued. He stated that revenue was just short of budget, due to customer fares and advertising revenues. Expenses were favorable due to planning studies that were not completed and contract maintenance that was not completed in the first quarter, but will be completed in the second quarter. Fuel was favorable due to favorable contracts on fuel hedging. Purchased transportation was favorable due to less paratransit trips.

C. FY2023 Budget Assumptions

Mr. Antmann continued. He stated that LYNX will maintain the same level of service. Budgeting will remain conservative for COVID protocols.

An increase in the Local Capital Contribution from \$2 to \$3 per service hour, and including NeighborLink in the calculation has been recommended. Several scenarios of partner funding based on the funding model will be shown for consideration and adoption. Any changes from the sales tax initiative will be laid over the budget through the budget amendment process.

No fare increases are assumed. Anticipation of fixed-route ridership at seventy-five percent and Paratransit at ninety-five percent of pre-COVID levels. Medical expenses will have increased due to current trends. The fuel hedging program will continue, however there will be an increase in fuel expense in FY2023. There will be continued investment in the low, no emission vehicles to include electric and CNG. In the FY2023 projection, only one-third of the fleet will be diesel.

Pine Hills Transfer station is expected to be completed in FY2023. The Southern Operations base plan to identify and acquire land in FY2022, with design and construction in FY2023. LYNX will evaluate options for a Northern Operations base.

Tanya Wilder asked if employee pay increases are included in the budget. Mr. Antmann stated that these increases are included in the current year. Ms. Wilder asked if depreciation of assets and repair and replacement of buses were considered for electric vehicles for fixed-route, and would the cost be passed on to the local funding partners. Mr. Antmann stated that the cost of the buses are capital items and federal grants would be considered as well as the increase in the local capital contribution from the funding partners. Mr. Harrison stated that the grants are competitive and LYNX is competitively poised to receive the grant funding.

Commissioner Janer would like to receive the presentations in the Committee packet going forward, so that questions may be generated in advance. She would also like all of the presentations to be forwarded to the Committee members, so that they can look at the presentations and follow up with any questions that they may have.

Commissioner Janer would also like to see the impact of changing the Capital contribution from \$2 to \$3. She would like an analysis of expenses from last year that were not completed, as LYNX keeps coming in favorable. The reserves also need to be spoken about.

D. Reimagining NeighborLink Services

Chair Janer recognized Bruce Detweiler, Interim Director of Planning, to make the presentation. Mr. Detweiler stated that NeighborLink is a zone-based service based on low density areas.

There are two routes in the Osceola area that are being targeted. A new zone that combines the two zones will provide transfer opportunities to SunRail and other LYNX routes. Commissioner Janer stated that she has reservations and concerns about this combination. Her concerns are the time that it will take people on the route. She was told that this would be quicker. Mr. Detweiler stated that it would eliminate the transfer needs from one route to another. Two buses would continue to circulate throughout the area. This will open up opportunities to other areas. Commissioner Janer stated that adding in Downtown Kissimmee would add too much time, since there is a lot of traffic in that area. She feels that this is not a good idea, and would like to speak about this concept in greater detail. Mr. Harrison stated that he could spend time with Commissioner Janer and staff, and make sure that there is adequate community engagement.

Mr. Detweiler stated that this extension would include many medical facilities and include Valencia College access for high schools. The extension also includes many shopping opportunities. Paratransit trips could be converted to NeighborLink which would increase NeighborLink ridership and decrease Paratransit costs.

Public hearings are March 1 & 2.

Renzo Nastasi asked if Paratransit would be eliminated in this area. Commissioner Janer does not have any intention of eliminating Paratransit in this area, and looks forward to a future discussion on this presentation.

8. Action Items

A. Election of the 2022 Oversight Committee Officers

Chair Janer recognized Pat Christiansen, LYNX General Counsel, to lead the election process.

Tanya Wilder made a motion to continue the current slate. Second by Mary Moskowitz. Motion passed unanimously.

9. Other Business

No other business was discussed.

10. Adjourned

Meeting adjourned at 12:41 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the February 24, 2022 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release a Request for Proposal (RFP) to Procure Legal Services for Risk Management

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) to procure Legal Services for Risk Management that would provide LYNX with Tort and General Liability Legal Services.

BACKGROUND:

The award for Tort and General Liability legal services is currently split between two firms.

The award of Contract #20-C31 to Hilyard, Bogan & Palmer, P.A. became effective on December 5, 2019. The contract was awarded for a two (2) year term with three (3) renewal terms of one (1) year each. This contract was renewed for one (1) year on October 28, 2021. The Contract is set to end on December 5, 2022.

The award of Contract #20-C30 to Dean, Ringers, Morgan & Lawton, P.A. became effective on January 29, 2020. The contract was awarded for a two (2) year term with three (3) renewal terms of (1) year each. This contract was modified for one (1) year on term on October 28, 2021. The Contract is set to end on January 29, 2023.

The aggregate not to exceed (NTE) amount was increased from \$1,350,000 to \$2,150,000 to share between both firms.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Oversight Committee Agenda

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$650,000 for Legal Fees related to General Liability legal services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. ii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Release a Request for Proposal (RFP) for NeighborLink Services

Date: 3/24/2022

ACTION REQUESTED:

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

BACKGROUND:

For the better part of the past two decades, MV Transportation, Inc. has been the primary provider of both, the (ACCESS LYNX) paratransit and the deviated fixed-route services, branded as NeighborLink.

In September 2016, using the Architectural and Engineering Services Contract (#16-C06), LYNX issued a Task Order to the Jacobs Engineering Firm to assist in developing a Mobility Manager Broker Framework including; developing a Concept of Operations, Defining Roles and Responsibilities of LYNX and the New Operations Contractor under the Mobility Management Operating Concept, which included the NeighborLink operations.

In October 2016, LYNX modified the Task Order to authorize a Phase 2 work effort that included continuing defining the Mobility Manager Framework Structure and Service Concept. Phase 2 also allowed continued development of Roles and Responsibilities of LYNX staff and New Operations Contractor, as well as Procurement Support for Paratransit Operations Contractor. This activity also transitioned the trip reservation responsibilities, for both paratransit and NeighborLink, from the contractor to LYNX. The Mobility Management Model went into full effect in December 2017 and continues to date.

The existing contract, which is currently combined with the ACCESS LYNX paratransit scope of services, has been in effect for almost five (5) years and is set to expire in November 2022. The

LYNX Oversight Committee Agenda

Scope of Work for NeighborLink Operations, as noted in the RFP, has been developed by Mobility Services and is reflective of current operations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract.

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$2,105,556 for Purchase Transportation Service for NeighborLink.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release an Invitation for Bid (IFB) for the Provision of Transit Bus Remanufactured Transmissions

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for the provision of transit bus remanufactured transmissions. The contract term shall be for an initial term of two (2) years with three (3) one (1) year options to extend.

BACKGROUND:

The LYNX Vehicle Maintenance Division maintains a fleet of 298 transit buses. Transmissions used on the buses are of three different manufacturers; Voith, ZF Friedrichshafen and Allison. Contract #18-C104 with Precision Transmission Inc., for ZF transmissions expires June 7, 2022. Contract #18-C105 with Reliable Transmission Inc., for Allison transmissions expires June 7, 2022. Contract #18-C106 with Gillig LLC, for Voith transmissions expires June 7, 2022.

LYNX adopts a strict preventative maintenance policy for the transit bus fleet. However, as the fleet ages, major repairs/replacements become necessary.

Transmissions are generally replaced when a total failure occurs. However, we do on occasion, practice scheduled replacements as a cost savings method by replacing the transmissions that have extremely high miles as part of scheduled engine overhauls or replacements.

LYNX Oversight Committee Agenda

In FY2021 the following remanufactured transmissions were purchased and replaced:

| Type | Quantity |
|--------------------|----------|
| Allison | 23 |
| Voith | 5 |
| ZF Friedrichshafen | 2 |

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$4,450,000 for Repairs and Maintenance – Revenue Vehicles. Of this amount, \$189,000 has been allocated for transit bus remanufactured transmissions.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Negotiate and Award a Contract to Tolar Manufacturing Company, Inc. for the Manufacturing of Commercial Style Transit Shelters

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract with Tolar Manufacturing Company, Inc. for the manufacturing of commercial style transit shelters. The contract will be for a total of three (3) years with two (2) one (1) year options. The total cost not to exceed for the first three (3) years is \$2,468,550.

BACKGROUND:

The LYNX Board of Directors granted permission to proceed with a Request for Proposal for manufacturing of commercial shelters.

LYNX has previously awarded a contract for this to Tolar Manufacturing Company, Inc. for a term of five (5) years.

LYNX has approximately 1200 bus shelters installed to date. Based on the annual budget, LYNX strives to install approximately 30 bus shelters per year.

The contract supports the purchase of a specific designed shelter that has been typically installed in Orange County and the City of Orlando. It will allow for the purchase of the shelters, benches, trash cans, and associated amenities. LYNX has another shelter vendor that manufactures the shelters and associated amenities typically used in Seminole and Osceola Counties.

LYNX received permission to release the Request for Proposal (RFP) at the August 26, 2021 Board of Directors Meeting. RFP 22-R05 was released on November 12, 2021. Responses were due on January 14, 2022.

LYNX Oversight Committee Agenda

A total of two bids were received:

Tolar Manufacturing Company, Inc. Decamil

The Source Evaluation Committee (SEC) met on February 15, 2022 to discuss the two (2) proposals. The meeting was publicly noticed in accordance with the Florida Sunshine Law.

The proposals were evaluated by each member of the SEC based on the following criteria set forth in the RFP:

- **Qualification of the Proposer and Staff (45)**
- **Methodology / Approach (25)**
- **Pricing Proposal (30)**

Scoring of the proposals submitted was based on a total possible score of 100 and the lowest ordinal ranking will be recommended for contract approval:

| Proposer | Score | Ordinal Ranking |
|-----------------------------------|--------------|------------------------|
| Tolar Manufacturing Company, Inc. | 291 | 4 |
| Decamil | 288 | 5 |

After discussions on the proposals received from the two (2) firms, the SEC ranked the proposals received. The SEC moved to recommend to the LYNX Board of Directors to award this contract to Tolar Manufacturing Company, Inc.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal of 6% is accessed for this procurement. LYNX's procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms.

FISCAL IMPACT:

The FY2022 Approved Capital Budget includes \$4,320,696 for the installation of new shelters which are 100% Federal Funded.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. ii

To: LYNX Oversight Committee

From: **Bruce Detweiler**
Interim Director Of Planning And Development
Myles O'Keefe
(Technical Contact)
Patricia Whitton
(Technical Contact)

Phone: 407.841.2279 ext: 6136

Item Name: Authorization to Negotiate and Award a Contract to Kimley-Horn and Associates for the Transit Development Plan (TDP) Major Update

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract with Kimley-Horn and Associates for the FY2023-2032 Transit Development Plan (TDP) major update. The total not to exceed cost is \$314,700.

BACKGROUND:

At the August 26, 2021, LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposal (RFP) for Consulting Services for LYNX's Ten-Year TDP Major Update (FY2023-2032). The RFP for this project, 22-R07, was released on December 21, 2021, with proposals due January 28, 2022.

LYNX's most recent TDP major update was completed for the period of FY2018-2027. This FY2023-2032 TDP major update will include an extensive outreach process focusing on the community needs as the region emerges from the global pandemic and LYNX continues the ridership recovery process. A situation appraisal will be conducted to assess the current operating environment and emerging trends. Taking into consideration LYNX's current priorities and regional initiatives, this major update provides an opportunity for the agency to update the plan goals, objectives, and strategies through which all other plans and projects will be oriented over the ten-year horizon.

LYNX Oversight Committee Agenda

The Source Evaluation Committee (SEC) public meeting was held on February 14, 2022, with the following results:

| Proposer | Total Score | Ordinal Ranking |
|----------------------------|--------------------|------------------------|
| Alfred Benesch & Company | 425 | 10 |
| Kimley-Horn and Associates | 467 | 5 |

The SEC recommends that LYNX proceed with contracting with Kimley-Horn and Associates to complete the TDP major update. The TDP is due to the Florida Department of Transportation by September 1, 2022.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract.

FISCAL IMPACT:

The FY2022 Approved Operating Budget for Professional Services is \$2,065,000, of which, \$500,000 has been allocated for the Transit Development Plan (TDP) Major Update project.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for First Party Property Insurance

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and bind coverage and premium for its Property Insurance Program and Fiduciary Liability Insurance Program, with the assistance of Arthur J. Gallagher, Broker. The annual property premium is \$179,673.50 and the Fiduciary premium is \$9,176.

BACKGROUND:

At the Board of Director's meetings on March 25, 2021, the Board of Director's authorized the Chief Executive Officer (CEO) to negotiate and bind coverage and premiums for its Property Insurance Program. This was executed for one year, beginning April 1, 2021 through April 1, 2022. The property insurance is going up by 3% and the balance of the increase is due to the addition of the new LOC expansion.

As a result of extensive work with LYNX's outside counsel and Pension Committee, a comprehensive Fiduciary Liability program was created in 2018. Chubb has provided a renewal premium of \$9,176 or flat year-over-year renewal. Chubb does not offer multi-year deals on this line of coverage. This policy will expire on April 1, 2022

Property Insurance is first party insurance that protects LYNX for its loss or the loss of its income producing ability, when the loss or damage is caused by a covered peril such as fire or windstorm.

Fiduciary Liability Insurance protects LYNX's benefit plans and the staff who administers them. The Environmental Liability (Pollution) insurance policy was authorized by the Board of Directors at the March 26, 2020 Board of Director's meeting for a three-year period beginning

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April 1, 2020 through April 1, 2023. Environmental insurance protects LYNX when the loss or damage is caused by environmental pollution.

| Line of Coverage | FY18 Premium | FY19 Premium | FY20 Premium | FY21 Premium | FY22 Premium | Term Expiration |
|---------------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| Property | \$96,940 | \$96,940 | \$125,498 | \$148,750 | \$179,673.50 | 4/1/2022 |
| Fiduciary Liability | \$8,703 | \$8,853 | \$9,026 | \$9,026 | \$9,176 | 4/1/2022 |
| Environmental | \$42,206 | \$0 | \$42,862 | \$0 | \$0 | 4/1/2023 |

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The Approved FY2022 Operating Budget includes a total of \$869,232 for insurance coverage.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. ii

To: LYNX Oversight Committee

From: **Michelle Daley**
Director Of Finance
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6014

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

Date: 3/24/2022

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

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FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2022 non-operating revenue.

Lost and Found Articles **Items to Donate or Auction**

| Article | Count of Article |
|--------------------|-------------------------|
| Apron | 1 |
| Backpack | 111 |
| Bag | 161 |
| Bible | 13 |
| Bike | 156 |
| Books | 22 |
| Bus Pass | 4 |
| Cane | 21 |
| Case | 22 |
| CD, DVD, Tape | 3 |
| Cellphone | 289 |
| Clothing | 28 |
| Electronic Device | 117 |
| Envelope | 9 |
| Folder/Binder | 9 |
| Footwear | 15 |
| Glasses | 121 |
| Gloves | 2 |
| Hat | 52 |
| Jacket/Hoodie | 27 |
| Jewelry | 16 |
| Laptop/Tablet | 2 |
| Luggage | 13 |
| Lunch Bag | 37 |
| Other | 96 |
| Purse | 15 |
| Sweater/Sweatshirt | 10 |
| Thermos/Mug | 19 |
| Tools | 7 |
| Toy | 10 |
| Umbrella | 88 |
| Watch | 8 |
| Total | 1504 |

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Consent Agenda Item #6.D. iii

To: LYNX Oversight Committee

From: **Michelle Daley**
Director Of Finance
Christopher Plummer
(Technical Contact)
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Write Off Assets Pursuant to the September 30, 2021
Physical Inventory Count and Reconciliation

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to write-off tangible fixed assets pursuant to the September 30, 2021 physical inventory count and reconciliation with a net book value in the amount of \$0.

BACKGROUND

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

| Fixed Assets | Acquisition Value | Net Book Value |
|------------------------|--------------------------|-----------------------|
| Computer Equipment | \$199,460 | \$0 |
| Furniture and Fixtures | \$122,573 | \$0 |
| Total | \$322,033 | \$0 |

LYNX Oversight Committee Agenda

The results of the September 30, 2021 physical inventory count are summarized in the table above. An itemized list is included below.

LYNX ASSETS FY2021 Physical Inventory Recommended Disposals

| System Number | Asset ID | Acquisition Date | Class | Description | Estimated Life | Acquisition Value | Net Book Value | Due to FTA |
|---------------|----------|------------------|-------|---|----------------|-------------------|----------------|------------|
| 17807 | 12595 | 2/28/2014 | CE | INTERFACE LICENSE BETWEEN DR600 AND MDT | 5 | \$98,366 | \$0 | \$0 |
| 13050 | 9213 | 10/1/2008 | CE | Active Network Project | 5 | \$67,019 | \$0 | \$0 |
| 13046 | 9212 | 1/13/2009 | CE | Active Customer Response Online | 5 | \$10,000 | \$0 | \$0 |
| 17312 | 12153 | 3/31/2014 | CE | MS OFFICE PROFESSIONALPLUS 2013 | 5 | \$8,924 | \$0 | \$0 |
| 17192 | 12122 | 1/31/2014 | CE | MS OFFICE PRO PLUS 15 LICENSES | 7 | \$4,462 | \$0 | \$0 |
| 17193 | 12123 | 1/31/2014 | CE | MS OFFICE PRO PLUS 15 LICENSES | 7 | \$4,462 | \$0 | \$0 |
| 17933 | 12655 | 9/29/2014 | CE | MICROSOFT SHARE POINT 2013 | 5 | \$3,847 | \$0 | \$0 |
| 17334 | 12156 | 3/31/2014 | CE | MS PROFESSIONAL 2013 | 5 | \$2,380 | \$0 | \$0 |
| | | | | Subtotal Computer Equipment | | \$199,460 | | |
| 12158 | 8719 | 9/30/2007 | FE | Lynx Operations Center - Security System | 5 | \$100,000 | \$0 | \$0 |
| 19267 | 13924 | 3/15/2016 | FE | Cisco Firewall Appliance Licenses ASA 5525 | 5 | \$9,367 | \$0 | \$0 |
| 15554 | 10843 | 5/2/2013 | FE | Solar winds NetFlow Traffic Analyzer | 5 | \$6,995 | \$0 | \$0 |
| 810 | 2493A | 4/30/1993 | FE | DOUBLE TIER LOCKERS | 5 | \$1,001 | \$0 | \$0 |
| 19192 | 13892 | 1/14/2016 | FE | Cisco Firesight Mgt Center Virtual Licenses | 5 | \$988 | \$0 | \$0 |
| 8187 | 3975 | 7/21/2004 | FE | Mesh Security Truck | 5 | \$775 | \$0 | \$0 |
| 14418 | 10009 | 2/1/2012 | FE | Washing Machine | 5 | \$630 | \$0 | \$0 |
| 8717 | 4342 | 1/7/2005 | FE | CHAIR-CALI MID BACK-PINBALL/OCEAN | 5 | \$530 | \$0 | \$0 |
| 6804 | 3252 | 7/25/2002 | FE | Microwave Oven | 5 | \$517 | \$0 | \$0 |
| 6820 | 3508 | 8/22/2002 | FE | Microwave Oven | 5 | \$453 | \$0 | \$0 |
| 4173 | 1156 | 4/9/1998 | FE | CREDENZA, MED OAK W/KYBD TRAY & PANEL | 5 | \$358 | \$0 | \$0 |
| 4339 | 1095 | 8/26/1998 | FE | CREDENZA-OPEN-OAK 21 X 72 FLEETWOOD | 5 | \$325 | \$0 | \$0 |
| 4521 | 2356 | 9/30/1998 | FE | CHAIR | 5 | \$317 | \$0 | \$0 |
| 4567 | 2391 | 9/30/1998 | FE | CHAIR | 5 | \$317 | \$0 | \$0 |
| | | | | Subtotal Furniture and Fixtures | | \$122,573 | \$0 | \$0 |
| | | | | Grand Total | | \$322,033 | | |

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The fiscal impact is \$0. The net book value of the assets written-off and the amount due to FTA is also \$0.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Submit a Grant Application to the Florida Department of Environmental Protection (DEP) Under the Electric Transit Bus Project

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Florida Department of Environmental Protection for an amount of up to \$4,500,000 in reimbursement for the purchase of five (5) electric transit buses.

BACKGROUND:

On February 25, 2022, the Florida Department of Environmental Protection released the Notice of Funding Availability (NOFA) for \$59 million available for the purchase of electric transit buses to replace diesel transit buses using Volkswagen Settlement Funds. The main focus of the program is for applicants to replace eligible diesel transit buses with electric battery powered buses and encourage related community partnerships. The goal of the Florida Department of Environmental Protection is to fund as many public transit agencies as possible. The NOFA encourages Florida transit agencies to create partnerships with electric utilities or other business entities to aid in the installation of charging infrastructure.

Eligible buses must be diesel powered with an engine model year 2009 or older. The electric transit bus project will award \$900,000 in cost-reimbursement per eligible transit bus subject to the limits of the available funds. Public transit agencies are required to purchase two (2) electric transit buses for each bus replaced using these funds. Purchasing fewer than the two (2) additional electric transit buses will result in a pro-rated portion of the funds. Buses replaced are required to be permanently disabled by boring a three (3) inch hole through the engine block and by cutting the chassis in half to be eligible for the reimbursement.

LYNX Oversight Committee Agenda

Five (5) buses in the active fleet meet the requirement of an engine model year 2009 or older and are eligible for replacement with an electric bus under this funding opportunity. LYNX staff intends to apply for reimbursement of \$900,000 per bus for up to five (5) buses for a total request of \$4,500,000. The additional ten (10) electric transit buses would be purchased using funding from the Federal Transit Administration Urbanized Area Formula Funding program (49 U.S.C. 5307), Bus and Bus Facilities Formula program (49 U.S.C. 5339), and Surface Transportation Program (STP). This grant application would result in as many as 15 battery electric buses to be introduced into the fixed route fleet.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. v

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Extend Sub-Recipient Awards and to Enter into Sub-Recipient Agreements with the Selected Human Services Agencies

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend sub-recipient awards to selected Human Services Agency projects and to enter into sub-recipient agreements with the selected applicants for Section 5310 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) Funding, two (2) supplemental Federal Transit Administration (FTA) Programs for the Enhanced Mobility of Seniors and Individuals with Disabilities, to assist agencies with an additional financial need due to COVID-19.

BACKGROUND:

LYNX is the designated recipient of Section 5310 CRRSAA & ARPA program funds for the Urbanized Orlando and Kissimmee areas. LYNX received Board authorization on October 28, 2021 to solicit Human Services Agency projects for the Urbanized Orlando and Kissimmee Section 5310 CRRSAA & ARPA Program funds.

LYNX conducted a 5310 CRRSAA & ARPA Virtual Grant Workshop on December 7, 2021 for current Section 5310 sub-recipients. Project proposals were due January 14, 2022 and a multi-disciplinary team comprised by the Florida Department of Transportation, MetroPlan Orlando and ACCESS LYNX met to evaluate them.

APPLICATION EVALUATION:

A total of four (4) proposals were received for operating. One (1) of the proposals was disqualified due to incomplete or missing documentation, and/or lack of authorized signatures. The other three (3) applications moved forward for evaluation.

LYNX Oversight Committee Agenda

Proposals were prioritized and notices of intent to award were issued. A pre-award monitoring will be conducted to ensure compliance with federal regulations and LYNX requirements. These projects will support the travel needs of the elderly and individuals with disabilities in the LYNX service area, targeted to provide cost-effective transportation options beyond paratransit and supporting regional transportation coordination while reducing resource demands on ACCESS LYNX. Labor and Fringe Benefits were identified as funding priorities for the eligible human service agencies, in response to funding shortfalls for each agency due to COVID-19.

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

| Agency Name | Operating Funds CRRSAA | Operating Funds ARPA | Total |
|--------------------------|---------------------------|-------------------------|---------------|
| The Opportunity Center | | 56,348.00 | \$ 56,348.00 |
| Primrose Center | 106,711.00 | 58,891.00 | \$ 165,602.00 |
| Osceola Council on Aging | | 26,822.00 | \$ 26,822.00 |
| | \$ 106,711.00 | \$ 142,061.00 | \$ 248,772.00 |

Funds will be provided to sub-recipients at 100% federal share under the Section 5310 CRRSAA & ARPA grant program for operating projects.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$300,000 for Sub-Recipient Agreements with Human Service Agencies.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. vi

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the Third Amended and Restated Operations Agreement for the LYMMO Services with the City of Orlando

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Third Amended and Restated Operations Agreement for the LYMMO Services with the City of Orlando.

BACKGROUND:

On January 22, 1998 the City of Orlando (CITY) and LYNX entered into an operations agreement which provided for the operation, funding and maintenance of the Original LYMMO system. On March 31, 2014, the CITY, LYNX and the Community Redevelopment Agency (CRA) of the City of Orlando entered into an Amended and Restated Operations Agreement for the operations and maintenance of the existing LYMMO Bus Rapid Transit (BRT) service (Orange Line), and the addition of the East/West BRT (Grapefruit Line) and Parramore BRT (Lime Line) services; and on April 6, 2015, CITY, LYNX and the CRA entered into the Second Amended and Restated Operations Agreement (LYMMO), which was amended to include the North Quarter extension of the Orange Line.

The Third Amended and Restated Operations agreement updates the manner the City of Orlando and the CRA will be charged for the LYMMO service as well as update the agreement since 2015.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal is not applicable for this activity.

LYNX Oversight Cmmittee Agenda

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes LYMMO service costs and offsetting revenue of \$2,808,917. The Amended agreement details a six-month true up of billed services to actual expenses to be either invoiced or credited to the City of Orlando.

THIRD AMENDED AND RESTATED OPERATIONS AGREEMENT ("LYMMO")

This Third Amended and Restated Operations Agreement (this "Agreement") is made and entered into this ____ day of _____, 2021 by and among the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "CITY"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO (hereinafter the "CRA"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes (hereinafter "LYNX").

WITNESSETH

Whereas, the CITY is a municipal corporation within the State of Florida; and

Whereas, LYNX is the regional public transportation agency responsible for providing an integrated, efficient and comprehensive public surface transit system in the counties of Orange, Seminole and Osceola, including bus service; and

Whereas, on January 22, 1998, CITY and LYNX entered into an Operations Agreement (LYMMO) (hereinafter referred to as the "Original LYMMO Agreement") which provided for the operation, funding and maintenance of the Original LYMMO system, as hereinafter defined; and

Whereas, the CITY, in conjunction with the CRA, were actively involved in the establishment of the Downtown Orlando Transit Project, also known as LYMMO (and formerly known as OSCAR) (hereinafter referred to as "Original LYMMO"); and

Whereas, the Original LYMMO system is designed and will operate to provide expanded mobility service throughout the downtown Central Business District of the City of Orlando which is located within the area of operation of LYNX and within the CRA; and

Whereas, the CITY has created a Downtown Orlando Transportation Plan to evaluate existing facilities, projects, future demand and identify future transportation enhancements, and which makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network; and

Whereas, pursuant to the Downtown Orlando Transportation Plan, the expansion of the Original LYMMO network consisting of the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project ("Expanded LYMMO," together with the Original LYMMO, "LYMMO") is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

Whereas, the Downtown Orlando Transportation Plan has been incorporated into the CRA's Downtown Orlando Community Redevelopment Area Plan; and

Whereas, the CITY and LYNX entered into an Interlocal Agreement executed on July 25, 1994 which specifies in detail the financial, preliminary engineering, design, construction, and management responsibilities of each of the parties thereto pertaining to LYMMO (hereinafter referred to as the "Original Interlocal Agreement"); and

Whereas, the CITY, LYNX and the CRA entered into an Amended and Restated Interlocal Agreement, dated August 15, 2011, as amended (hereinafter referred to as the "Amended and Restated Interlocal Agreement"), relating to a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study and Subsequent Funding for the Expansion Program; the LYNX Orlando Trail Project; and the Creative Village Moving Parramore Forward Project; and the Downtown Orlando East/West Circulator New Starts Project, which amended and restated the Original Interlocal Agreement; and

Whereas, on March 31, 2014, the CITY, LYNX and the CRA entered into an Amended and Restated Operations Agreement for the operations and maintenance of the existing LYMMO Bus Rapid Transit (BRT) service (Orange Line), and the addition of the East/West BRT (Grapefruit Line) and Parramore BRT (Lime Line) services; and

Whereas, on April 6, 2015, CITY, LYNX and the CRA entered into the Second Amended and Restated Operations Agreement (LYMMO), which was amended to include the North Quarter extension of the Orange Line; and

Whereas, the CITY, CRA and LYNX mutually desire to continue the cooperative relationship whereby LYNX will provide or cause to be provided the operational services associated with LYMMO; and

Whereas, the CITY, CRA and LYNX desire to enter into this Third Amended and Restated Agreement ("Agreement") to set forth the terms and conditions of such a continuing cooperative relationship, including establishing the duties and responsibilities of each in respect to LYMMO, updating the LYMMO description of service routes as described in the attached Exhibit "A" and made a part hereof by reference (the "Scope of Services") and updating the billing schedule/model in Exhibit "B" to reflect the breakdown in service hours..

Now, therefore, for and in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to as follows:

1. DESCRIPTION OF THE LYMMO PROJECT – The LYMMO Project consists of the Original LYMMO and the Expanded LYMMO.

The Original LYMMO consisted of 4.04 miles of an exclusive and mixed-use bus thoroughfare through downtown Orlando between the former Orlando Arena site, the North Quarter district and Orlando City Hall. The Original LYMMO construction project included roadway improvements, traffic signalization, Compressed Natural Gas (referred

to as “CNG”) vehicle procurement, CNG facility expansion, streetscape and customer amenities. The Original LYMMO route was comprised of a one-way, single-lane loop in the former Centroplex area (along Alexander Place, Hughey Avenue, Garland Avenue, and Amelia Street), two-lanes along Livingston Street and Magnolia Avenue (between Interstate 4 and Church Street), a one-way, single-lane loop at the south end of downtown (along Magnolia Avenue, South Street, Orange Avenue, and Church Street), and an additional northern loop serving the North Quarter district corridor bounded by Magnolia and Orange Avenues on the east and west, and from Livingston Street north to Marks Street. Starting at the Centroplex I Garage, buses operated east on Alexander Place, south on Hughey Avenue, east on Livingston Street, north on Magnolia Avenue, west on Marks Street, south on Orange Avenue, east on Livingston Street, south on Magnolia Avenue, and west on South Street. Returning buses turn north on Orange Avenue in an exclusive contra-flow bus lane, east on Church Street, north on Magnolia Avenue, west on Livingston Street, north on Garland Street, and west on Amelia Street. Hybrid electric, low floor, rubber-tired buses operated along the original route.

The Expanded LYMMO consisted of the Parramore BRT Project and the Downtown Orlando East/West Circulator New Starts Project. The Parramore BRT Project consisted of a bus rapid transit extension of the Original LYMMO system to serve the Parramore community west of I-4 and the Creative Village future development. The Downtown Orlando East/West Circulator New Starts Project consisted of a bus rapid transit extension of the Original LYMMO system to serve the downtown area east and west of I-4 along a corridor bounded by Westmoreland Dr. on the west, Summerlin Ave. on the east, Central Blvd. on the north and Church and South St. on the south. The New Starts Project served the Parramore and Thornton Park neighborhoods as well as the downtown SunRail station, the Amway Center and the Dr. Phillips Center for the Performing Arts. Additionally, the project also utilized FTA New Starts Funding, which was used to purchase four (4) hybrid electric buses.

The current routes for LYMMO are shown on Exhibit “A.”

2. OPERATIONS STEERING COMMITTEE – The parties acknowledge that an Operations Steering Committee (hereinafter referred to as “OSC”) has been established and will continue to provide oversight and guidance to CITY, CRA and LYNX relative to ongoing operational issues of LYMMO. Operational issues shall include, though not exclusively, advertising, marketing, hourly rate, customer information systems, routing, fares, maintenance and scheduling/headways related to the LYMMO system. The OSC will consist of three members, with one member each from LYNX, the CITY and the CRA. The OSC will meet at least once every three (3) months or more frequently, if deemed necessary by the OSC, throughout the term of this Agreement. Any changes to the Scope of Services as shown on Exhibit “A” hereto shall require review and approval of the parties as set forth in section 4 below.

3. EQUIPMENT AND FACILITIES.

a. LYMMO BUSES –

(1). LYNX hereby agrees to use transit vehicles purchased specifically for LYMMO and further agrees to provide any bus or other public transit vehicle owned and operated by LYNX, or owned and operated by some other public or private person or entity and operated by them on behalf of LYNX, as necessary to operate LYMMO. LYNX will provide maintenance on the vehicles through its current maintenance facilities, including any specialized equipment needed to maintain all LYMMO bus types in use. As contemplated by the parties and the Amended and Restated Interlocal Agreement, LYNX has procured transit buses which have been built to specifications unique to LYMMO (such buses being hereinafter referred to as “LYMMO BUSES”).

(2). LYNX shall be responsible for maintaining, as part of its current Capital Improvement Program, a capital replacement schedule for LYMMO BUSES which shall describe the year of vehicle replacement and funding source. Vehicle replacement shall be treated in the same fashion as any other vehicle under LYNX’s Regional Fleet Replacement Program which is contingent upon eligible funding from a federal, state, or local grant. Minimum replacement criteria under LYNX’s current Regional Fleet Replacement Program is vehicle age of twelve (12) years or Five Hundred Thousand (500,000) operational vehicle miles. The CITY will cooperate and assist with obtaining a local funding match that may be required under a federal or state grant. In the event that eligible funding is unavailable through a federal, state or local grant for vehicle replacement, then the CITY will assist in obtaining funding of such replacement. LYNX shall notify the CITY and CRA prior to commencing replacement or purchase of any new vehicles for use in the LYMMO System.

Notwithstanding the above, the CITY shall have the option for early vehicle replacement at its own cost prior to the above minimum replacement criteria or modification of the vehicles subject to the availability of total funding by the CITY for such vehicle replacement or vehicle modification.

(3). Procurement for any replacement of LYMMO BUSES shall be conducted by LYNX in cooperation with the CITY in accordance with LYNX’s standard procurement policies and procedures.

b. Upgrade of Current Facilities. LYNX hereby agrees to upgrade current facilities as necessary to service and operate the LYMMO BUSES. LYNX will provide maintenance for any such upgraded facilities.

c. Passenger Amenities. For purposes of this Agreement and in accordance with the Customer Amenities Manual published by LYNX, “Passenger Amenities” means any passenger shelter, transit sign, specialty paving, system map/fare

information, transit vehicle waiting benches (i.e. bus benches), leaning rail, trash receptacle, newspaper stand, landscaping, , lighting, bicycle storage, bus bay, reader board, computer bulletin, drinking fountain, landscaping, streetscape and any other item provided that may be for the use, comfort and convenience of customers using the LYMMO services. LYNX shall be responsible for the acquisition and installation of all Passenger Amenities associated with LYMMO including the costs thereof. Ownership and title to the passenger shelter shall reside with LYNX. Passenger Amenities shall not include the non-FTA funded assets within the medians of the roadways, including the light-poles, poles with flowerpots, and landscaping beds within the medians.

(1). The CITY and the CRA will be jointly and severally responsible for the daily maintenance which includes cleaning and sweeping of the Passenger Amenities. Additionally, the CITY and the CRA shall be jointly and severally responsible for light maintenance of the Passenger Amenities which shall be defined as graffiti removal, spot and touchup painting, and landscape maintenance on a daily or as needed basis.

(2). LYNX shall be responsible for the heavy maintenance of the Passenger Amenities which shall be defined as parts replenishment, replacement or repair of the Passenger Amenities whichever is necessary. Additionally, LYNX shall be responsible for heavy, overall painting of the Passenger Amenities.

4. LYMMO SERVICE.

- a. LYNX hereby agrees to provide or cause to be provided by other qualified public transit providers on behalf of LYNX, subject to the approval of the CITY, public transit service through the operation of the LYMMO BUSES in the LYMMO service area in accordance with the Scope of Services which describes the operation, service standards, maintenance and safety of LYMMO by LYNX.
- b. The CITY, CRA and LYNX may from time to time mutually agree on changes, revisions or amendments to the Scope of Services including the effective date and any appropriate equitable adjustment, if any, to the payments to be made by the CITY or CRA to LYNX as provided in Paragraph 5 below, occasioned by such change, revision or amendment to the Scope of Services.
- c. The OSC may make any changes to the Scope of Services if such changes, in the aggregate, would not result in a greater than 2% increase or decrease in the scheduled service hours of LYMMO as set forth on Exhibit “B” (the “2% Threshold”). If any party desires to make changes to the LYMMO service and such changes would in the aggregate exceed the 2% Threshold it will require approval from the governing boards of the CITY, CRA, and LYNX.

Additionally, the OSC may not increase service and service hours under this subparagraph by five percent (5%) in any five (5) year period. Any party may propose changes to the Scope of Services by providing at least ninety (90) days written notice to the other party by mail or personal delivery and, if require by law, to the public. However, the parties agree that a two (2) week notification period shall be sufficient for the scheduling of service associated with special events.

5. CITY and CRA FINANCIAL SUPPORT.

a. Service Costs.

LYMMO Service. In consideration of LYNX operating the LYMMO service as contemplated by this Agreement, the CITY and the CRA will reimburse LYNX in an amount each month equal to the total operating cost to provide such service. The LYMMO service is defined as the Orange, Lime and Grapefruit routes as more specifically described in the attached Scope of Services, as may be amended by action of the OSC and approved by the LYNX Board of Directors. . The total operating cost for such service shall be equal to (i) the total number of scheduled hours of service provided for the LYMMO services for the month, multiplied by (ii) LYNX’s annual funding model hourly cost (as set forth Exhibit “B” attached hereto and incorporated herein (the “Statement of Costs”), plus (iii) other direct costs not included in LYNX’s hourly operating costs including but not limited to capital, marketing, electric charging station fee, vehicle insurance and special event costs, which the CRA and CITY have agreed to in advance of such expenditure being made. As between the CITY and the CRA, allocation of the funding for the LYMMO service will occur as follows the CRA shall provide \$2,334,392.00 in funding each fiscal year towards the operating costs of LYMMO and the CITY shall contribute the remainder of the total operating costs of LYMMO.

(Total Scheduled Hours x Funding Model Hourly rate) + Other Direct Costs (if any) = Monthly Payment

- b. In addition to the payments described in subparagraph 5(a) above, the CITY shall also pay or reimburse LYNX for certain other additional costs not included in the base service payments described in subparagraph 5(a) and caused by any changes to the LYMMO service as may be mutually agreed between the CITY, CRA and LYNX that result in increased or additional costs to LYNX. Such costs will be agreed upon by LYNX, the CRA and the CITY before being incurred, and the CITY agrees to make payment to LYNX within thirty (30) days after receipt of an invoice from LYNX for such costs.
- c. At least 60 days after the end of the half-fiscal year (with each fiscal year ending September 30), the parties shall mutually agree to a reconciliation of the total costs invoiced (true-up) and any adjustment to LYNX’s actual costs of

operation will be either invoiced or credited to the CRA or CITY . LYNX shall provide the CITY and CRA on an annual basis along with the semi-annual true up a detailed schedule identifying all costs of operations.

- d. At least ninety (90) days prior to the close of the fiscal year, LYNX will provide the CITY with the budgeted expenses and associated service hours for the next fiscal year.

6. TERM.

- a. The term of this Agreement shall commence on the date this Agreement is filed in accordance with Paragraph 22 below and continue for a period of two (2) years. The term of this Agreement shall be automatically extended for successive one (1) year periods (each such period, a “Renewal Term”) without need for any notices or additional action being taken by any party hereto; provided, however, that the term will not be extended for a Renewal Term if any party notifies the others in writing that it does not desire to extend the term beyond its then scheduled expiration date at least ninety (90) days prior to the expiration of the then current term.
- b. In the event that any party wishes to extend the LYMMO service for an additional term, but desires to modify the fare(s), route, or the levels of service during such term, or change the monthly costs payable to LYNX, it must provide written notice to that effect to each other party at least 180 days prior to the expiration of the then current term and the parties must reach an agreement on the proposed modification not later than 90 days prior to the commencement of the Renewal Term. If prior to the termination date of this Agreement or any Renewal Term the parties fail to reach a written agreement setting forth the fare(s), route, levels of service or monthly costs payable to LYNX for the next Renewal Term, then the CITY and the CRA will continue to pay LYNX the monthly installment amounts due under Section 5 above, (the “Post-Termination Payment”) and LYNX will continue to pay the City and CRA any applicable advertising revenue under this Agreement and furnish services, in each case, at the levels then in effect until the earliest to occur of the following: (i) LYNX, the CITY and the CRA reach a written agreement setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for the next Renewal Term; (ii) ninety (90) days following that date that the CITY or the CRA, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the LYMMO services provided herein; or (iii) the date that LYNX actually discontinues the LYMMO services as provided below. If the parties fail to reach an agreement under this subparagraph setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for the next Renewal Term within ninety (90) days after the start of the Renewal Term, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision

of LYMMO services immediately upon providing the CITY and the CRA with written notice of same.

- c. If, as a result of subparagraph 6(b), the CITY and the CRA make any payments to LYNX for a Renewal Term, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Renewal Term in the first month following the execution of the written agreement setting forth the fare(s), route, levels of service and monthly costs payable to LYNX for such Renewal Term.

7. LYMMO DESIGN AND GRAPHICS

a. LYMMO GRAPHICS

(1.)LYNX has designed graphics for the LYMMO Visual Image Program (such existing graphics and new graphics for LYMMO, “LYMMO Graphics”). The CITY and CRA shall have the right to approve any new LYMMO graphics. Any new LYMMO Graphics must be unique enough to distinguish LYMMO from Regular LYNX service. However, the parties agree that the LYMMO graphics shall coordinate with the LYNX Visual Image Program.

(2.)LYNX shall establish an annual marketing program for the LYMMO service using the LYMMO Graphics (the “LYMMO Visual Image Program”). The LYMMO Visual Image Program shall be subject to approval by the CITY and CRA. The LYMMO Graphics shall be used on all passenger amenities on the LYMMO route as described in subparagraph 7(a)(1.) above.

(3.)The parties acknowledge that LYNX is the creator of the design for the LYMMO Graphics (including the trademark “LYMMO”) and possesses all intellectual property rights in and to the LYMMO Graphics and all associated goodwill. Therefore, the CITY and the CRA agree that LYNX shall retain such intellectual property rights and all intellectual property rights and associated goodwill to any new LYMMO Graphics. LYNX hereby grants a nonexclusive license to the CITY and CRA to use the trademark “LYMMO” and the LYMMO Graphics.

(4.)LYNX shall be responsible for preparing the marketing materials to be used for the LYMMO Visual Image Program subject to the approval of the OSC.

(5.)The CITY shall reimburse LYNX for all reasonable costs actually incurred by LYNX for the marketing and advertising activities referenced in subparagraph 7(a)(4.) above. The CITY’s above reimbursement obligations are contingent on LYNX obtaining the CITY’s prior approval of marketing and advertising strategies related to the applicable costs.

b. BUS EXTERIOR DESIGN AND FINISH.

(1.)LYNX shall design and finish the LYMMO BUSES in a manner which implements the LYMMO Visual Image Program and utilizes the LYMMO Graphics.

(2.)Subject to the CITY or CRA's prior approval of the design, preparation and finish specifications, the CITY or CRA shall reimburse LYNX for all costs associated with the bus exterior design, preparation and finish which are not compensated for in subparagraph 7(b)(3.) below.

(3.)The parties may anytime during the term of this Agreement mutually agree that LYNX may enter into separate contracts with companies, firms or persons for the use of the exterior of the LYMMO BUSES for advertising purposes in accordance with the rules and policies for such advertising established by LYNX, with such rules and policies for such LYMMO BUSES subject to the approval of the CRA and CITY. All revenues derived from such advertising shall be remitted to the CRA and allocated as described in subparagraph 7(b)(3), above. The CITY and CRA agree that the remitted funds will be allocated pro-rata between the CITY and CRA based on the percentage of the operating cost of LYMMO such agency is paying.

c. BUS INTERIOR ADVERTISING.

The parties agree that LYNX may enter into separate contracts with companies, firms, or persons for the use of the interior of the LYMMO BUSES for advertising purposes in accordance with the rules and policies for such advertising established by LYNX and approved by the CITY and CRA. All revenues derived from such advertising shall be remitted to the CRA and allocated as described in subparagraph 7(b)(3), above.

d. CUSTOMER INFORMATION KIOSKS.

The parties agree that LYNX may enter into separate contracts with companies, firms, or persons for the use of Customer Information Kiosks for advertising purposes in accordance with the rules and policies for such advertising established by LYNX and subject to approval of the CITY and CRA. All revenues derived from such advertising shall be remitted to the CITY and CRA and allocated as described in subparagraph 7(b)(3.), above.

8. SIGNALIZATION/TRAFFIC CONTROL. LYNX shall, at its sole cost, be responsible for the procurement and installation of all signalization and traffic control associated with the LYMMO system. The CITY shall, at its cost, be responsible for the operation and maintenance of all signalization and traffic control associated with the LYMMO system.

9. OFFICE SPACE. The CITY shall continue to provide, if necessary, a supervisory booth to LYNX for its personnel as was previously provided in the Centroplex I Garage at no cost to LYNX.

10. INSURANCE.

a. LYNX represents and warrants that it currently has and will maintain a risk management program, including a self-insurance program for LYNX's operations and that the cost of such risk management program and self-insurance will be invoiced separately and is not included in the hourly rate as set forth in Exhibit "B". Before commencing operations as contemplated by this Agreement, LYNX shall mail to the CITY Certificates of Insurance for the LYMMO BUSES satisfactory to the CITY from each insurance company evidencing that such insurance is in force. The Certificates shall state the policy number, dates of expiration and limits of liability thereunder.

b. The CITY represents and warrants to LYNX that it currently has and will maintain a risk management program, including a self-insurance program. Before commencing operations as contemplated by this Agreement, the CITY shall mail to LYNX Certificates of Insurance satisfactory to LYNX from each insurance company evidencing that such insurance is in force. The Certificates shall state the policy number, dates of expiration and limits of liability thereunder.

11. NO WAIVER OF SOVEREIGN IMMUNITY. The Parties are aware and understand that each other party is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement or in the relationship between the parties hereunder shall in any way whatsoever constitute any waiver by any party of its rights to invoke sovereign immunity as a governmental entity.

12. INDEMNIFICATION BY THIRD PARTIES. On and after the effective date of this Agreement, LYNX shall require all third party vendors providing any goods or services related to the LYMMO system to defend, indemnify, and hold harmless the CITY, CRA and the LYNX, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnitee") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "Damages") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with LYMMO, and which is caused in whole or in part by the

respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Except as otherwise provided in this Agreement, nothing contained in this section shall constitute or be construed to mean or result in any indemnification of any matter by the CITY or LYNX to any other party, nor shall it constitute a waiver by the CITY or LYNX of its grants and privileges under the principles of sovereign immunity, including the limitations on liability contained therein. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or other operation of law.

13. **THIRD PARTY INSURANCE.** On and after the effective date of this Agreement, LYNX shall require all third-party vendors providing any goods or services related to the LYMMO system to provide and maintain insurance in accordance with the insurance coverage standards of the CITY, CRA and LYNX for such third-party goods and services providers. The respective policy or policies must name the CITY, CRA and LYNX as an additional insured. Nothing contained herein shall require the CITY, CRA or LYNX to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the CITY and LYNX as “additional insureds” on any insurance policy shall constitute a waiver by the CITY, LYNX or the CRA of its grants and privileges under the principles of sovereign immunity, including the limitations of liability contained therein.
14. **NO PERSONAL LIABILITY.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the CITY, CRA or LYNX in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the CITY, CRA or LYNX hereunder.
15. **NO JOINT VENTURE OR AGENCY.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the CITY or CRA as a joint adventurer or partner, team member, contractor, agent or assign of LYNX. The CITY and CRA represent and warrant that they cannot create any obligation or responsibility on behalf of LYNX, nor bind LYNX in any manner. LYNX represents and warrants that it cannot create any obligation or responsibility on behalf of the CITY or CRA, nor bind the CITY or CRA in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the CITY, CRA and LYNX, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.
16. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes and replaces all prior

discussions, understandings and agreements between the parties relating to such matters provided, however, that this Agreement shall not replace nor supersede the Amended and Restated Interlocal Agreement and Trademark License Agreement, which shall remain in full force and effect between the parties. The above-referenced agreements shall be construed and interpreted together as if in one document, but in the event of any conflict or inconsistency between them, the terms of this Agreement shall control. For the avoidance of doubt, this Agreement amends and restates the Original LYMMO Agreement in its entirety.

17. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the CITY now in effect and those hereinafter are adopted.
- b. The location for the settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- c. 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.

18. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only among the CITY, the CRA and LYNX, and inure to the benefit of successors or assigns of the parties. Any assignment of any party's duties or responsibilities under this Agreement, in whole or in part, is subject to the prior approval of the other party.

19. NOTICES. All notices, consents, approvals, waivers and deletions which a party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed, first-class postage affixed, addressed as follows:

CITY: City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Attn: Director of Economic Development

With a copy to:

City of Orlando
City Attorney's Office
400 South Orange Avenue
Orlando, FL 32801

CRA: Community Redevelopment Agency of the City of Orlando
400 South Orange Avenue
Orlando, FL 32801
Attn: Executive Director

LYNX: Central Florida Regional Transportation Authority
455 N. Garland Ave.
Orlando, FL 32801
Attn: Chief Executive Officer

Central Florida Regional Transportation Authority
455 N. Garland Ave.
Orlando, FL 32801
Attn: Senior Staff Attorney

20. AUDIT AND RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all costs associated with the performance of this Agreement and shall keep such records open for the inspection or audit by the CITY or CRA at reasonable hours during the entire term of this Agreement, plus three (3) years after the expiration or termination of this Agreement or such other term as may be specified by the Federal Transit Administration or the Florida Department of Transportation. If any litigation, claim or audit is commenced prior to the expiration of the term of this Agreement and extends beyond such term, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the CITY or CRA shall have access to and the right to examine any of LYNX's records associated with LYMMO.

21. FILING OF AGREEMENT. This Agreement shall be filed by LYNX with the Clerk of the Circuit Court of Orange County, Florida, in accordance with Section 163.01 (11), Florida Statutes. This Agreement is intended by the parties hereto and shall be considered to be an Interlocal agreement such as that described in Section 163.01 (11), Florida Statutes.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereunto executed this Agreement as of the day and year first written above.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Approved as to Form:

This Agreement is approved as to form only for execution by LYNX and this approval is not to be relied upon by the CITY or CRA for any purpose.

By: _____

Name: _____

Title: LYNX Senior Staff Attorney

ATTEST:

CITY OF ORLANDO

City Clerk

By: _____
Mayor / Pro Tem

APPROVED AS TO FORM AND
LEGALITY

For use and reliance by the City of Orlando,
Florida only.

By: _____
Chief Assistant City Attorney, Orlando,
Florida

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA

By: _____
Buddy Dyer, as its Chairman

ATTEST:

By: _____
Thomas Chatmon, as its
Executive Director

Exhibit "A"

Scope of Services

1.0 Introduction

LYNX is responsible for public transportation services to the general public in the three-county area which includes: Orange, Seminole and Osceola Counties. LYNX offers alternative transportation services in the form of fixed route bus service, paratransit services and mobility assistance services including vanpool/carpool services.

LYNX has been operating fixed route transit circulator services, originally known as the Freebee, in Downtown Orlando. The Freebee service operated in the downtown area originating at the Centroplex I garage. This circulator service provided circulation every 4 to 7 minutes along Orange Avenue and Rosalind Avenue in a counterclockwise loop returning to the Centroplex I garage.

2.0 LYMMO Description. Following the execution of this Agreement LYMMO shall consist of the Original LYMMO (Orange Line), the Parramore BRT Project and North Quarter Loop (Lime Line) and the Downtown Orlando East/West Circulator New Starts Project (Grapefruit Line).

2.1 Original LYMMO Alignment (Orange Line), The Original LYMMO operates within the right-of-way of existing streets between the Centroplex Garage and the Orlando City Hall. The route consists of approximately 2.83 miles of exclusive lanes. Figure 2.1 shows the station locations and alignment plan. The project is divided into four geographical segments. These segments do not reflect the operating route of the project.



Figure 2.1

Creative Village Loop Segment

The Creative Village Loop segment is comprised of a one-way, single-lane loop along Garland Avenue, Amelia Street, Terry Avenue, and Livingston Street. Beginning at Garland Avenue and Livingston Street, an exclusive bus lane (northbound) is provided on Garland Avenue along the east curb lane. At Amelia Street, the alignment turns west with an exclusive bus lane along the north curb lane. The alignment turns south at Terry Avenue along the west curb line. The alignment then turns east onto Livingston Street, with the bus lane provided along the south curb lane. The alignment ends at Hughey Avenue, and picks up again on Livingston Street after crossing Garland Avenue, where two-way bus operations begin (Livingston Street segment). Stations are located on the northwest corner of Terry Avenue and Livingston Street in front of the UnionWest building, and along Livingston Street west of Hughey Avenue (across from the Bob Carr Theater). Three (3) passenger stops are also located as follows: Garland Avenue south of Amelia Street, serving LYNX Central Station and administrative building; Amelia Street west of Hughey Avenue, serving the Orange

County Public Schools administrative offices; and Amelia Street at Terry Avenue on the northeast corner.

Livingston Street Segment

Two-way bus operations begin at Garland Avenue and Livingston Street. The two-exclusive bus-lanes are along the north curb lane of Livingston Street. The alignment extends east; across the CSX railroad tracks and Orange Avenue to Magnolia Avenue. Three "side platform" stations serve this segment. The first station is located immediately west of Garland Avenue serving LYNX Central Station. The second station is located immediately west of Orange Avenue serving the Bank of America Building and the Crescent development at Central Station. The third station is located immediately west of Magnolia Avenue, adjacent to the Orange County Courthouse. The bus lanes are located between two side platforms at both stations.

Magnolia Avenue Segment

Two-way bus operations are proposed along Magnolia Avenue from Livingston Street to Church Street. The two center lanes of Magnolia Avenue are designated as exclusive bus-lanes from Livingston Street to Robinson Street. General purpose traffic lanes (one northbound, one southbound) are located outside of the two bus lanes. Between Robinson Street and Church Street, the two bus lanes shift to the west curb line. There is only one general purpose traffic lane in this segment, for northbound traffic only.

Three side platform stations are located at Jefferson Street serving the post office, Washington Street serving Lake Bola, and Central Boulevard serving the History Center, Heritage Square and the Orlando Public Library.

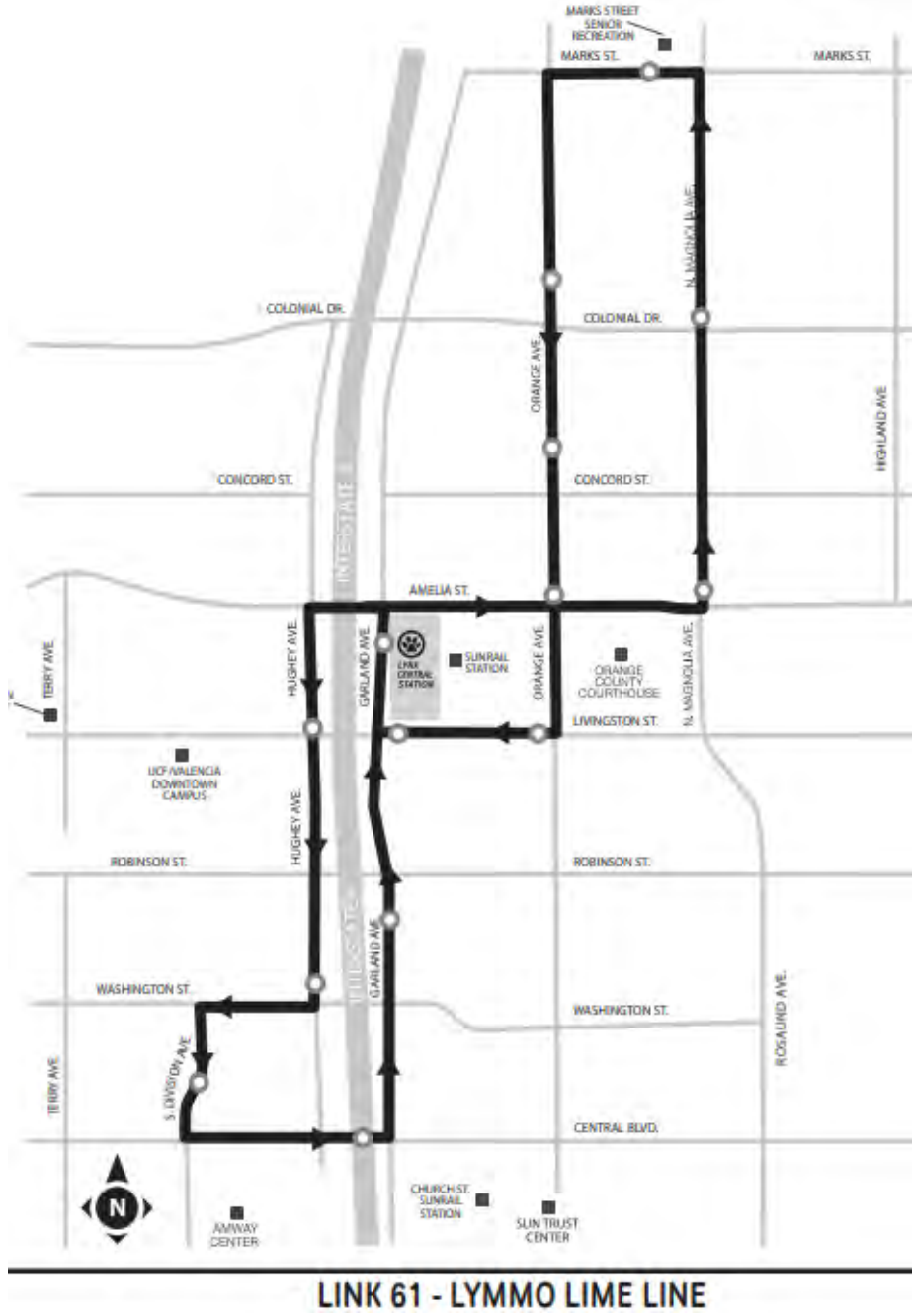
South Loop Segment

One-way bus operations begin at Magnolia Avenue and Church Street. Southbound buses continue in a bus lane on the west side of Magnolia Avenue. Two traffic lanes are provided on the east side of the street for northbound and southbound general-purpose traffic. The bus alignment then turns west onto South Street. The bus lane is located along the north curb line of South Street. At Orange Avenue, the alignment turns north, traveling contra-flow to general traffic on Orange Avenue. The alignment then turns east on Church Street. The exclusive bus lane is located along the south curb of Church Street between Orange Avenue and Magnolia Avenue. Two-lane bus operations then resume at Magnolia Avenue.

Side platform stations are located on Magnolia Avenue north of South Street serving the Dr. Phillips Center for the Performing Arts, South Street east of Orange Avenue serving City Hall and the Grand Bohemian Hotel, and Orange Avenue south of Church Street serving the SunTrust building and Chase Plaza. Two stops are located at Magnolia Avenue south of Church Street, and Church Street west of Magnolia Avenue.

2.2 The Parramore BRT and North Quarter Project Alignment (Lime Line). See Figure 2.2 as follows:

Figure 2.2



The Parramore BRT expansion project represents an expansion of the current Orlando LYMMO BRT system through the historic Parramore and Callahan neighborhoods. Originally operating as a loop serving the Creative Village area down to Central Boulevard and I-4, the route was combined with the existing LYMMO Orange Line-North Quarter into one route on December 12, 2021. The Creative Village portion of the route was combined with the existing LYMMO Orange Line on this date also.

North Quarter Loop

The Orange Line North Quarter Loop consists of approximately 1.47 miles of BRT operating in mixed traffic beginning at Livingston Street and Magnolia Avenue, running north on Magnolia with two stops; Amelia Street and Colonial Drive. The route will then turn west onto Marks Street, serving the Marks Street Senior Center, and then proceed to Orange Avenue. The route will turn south onto Orange Avenue, serving a stop at the Steel House development located between Park Lake Street and Colonial Drive. Additional stops on Orange Avenue are located south of the intersection of Concord Street and Orange Avenue, and on the northwest corner of Orange Avenue and Amelia Street. The loop will then proceed south to the intersection of Livingston Street and Orange Avenue, turning west onto Livingston Street into the existing LYMMO right-of-way serving the Orange County Courthouse and then proceeding in the exclusive LYMMO lanes to Garland Avenue.

Hughey & Garland Loop

Approaching the Garland Avenue intersection, the bus will turn right (north) utilizing the LYMMO right-of-way on Garland Avenue to Amelia Street. The route will then head west on Amelia Street between Garland Avenue and Hughey Avenue, utilizing the normal traffic lanes. The route will then turn left (south) onto Hughey Avenue and continue south on Hughey Avenue to W. Washington Street, utilizing the mixed-traffic lanes. The route then turns right (west) onto W. Washington Street under normal signalized operations into a mixed traffic stream from within the existing alignment and typical section. The route continues westbound on Washington Street then turns left (south) onto Division Avenue under normal non-signalized operations. The route operates within a mixed traffic stream along Division Avenue then turns left (east) onto W. Central Boulevard in a BRT and right-turn only exclusive, fixed guideway lane to Hughey Avenue.

One side platform station will be located on Hughey Avenue just north of Washington Street serving FAMU Law School and one passenger stop will be located on Division Avenue just south of Grove Park Drive.

The route crosses Hughey Avenue under normal traffic signal operations entering an exclusive, fixed guideway lane for BRT and right-turn only within the existing alignment and typical section of W. Central Boulevard traveling east beneath I-4. This segment of the Parramore/ North Quarter BRT route will connect to the proposed multi-modal side platform station beneath I-4 and will offer transit connections to the East-West BRT Circulator (Grapefruit Line). The route continues to the intersection of Garland Avenue

then turns left (north) from the exclusive BRT lane under an exclusive transit signal phase onto a BRT and right-turn only exclusive, fixed guideway lane running north on Garland Avenue. The route continues north along Garland Avenue running in mixed traffic lanes until reaching Livingston Street. At Livingston Street, the route continues north on Garland Avenue and enters the existing LYMMO BRT lane running on the right outside lane of Garland Avenue adjacent to LYNX Central Station. The route follows along Garland Avenue within the existing BRT exclusive, fixed guideway lane up to Amelia Street, then turning right (east) to operate in mixed-traffic lanes along Amelia Street to Magnolia Avenue, where it then follows the North Quarter alignment.

There is one passenger stop located on Garland Avenue just south of Robinson Street.

2.3 The Downtown Orlando East/West Circulator New Starts Project Alignment (Grapefruit Line). See Figure 2.3 as follows:

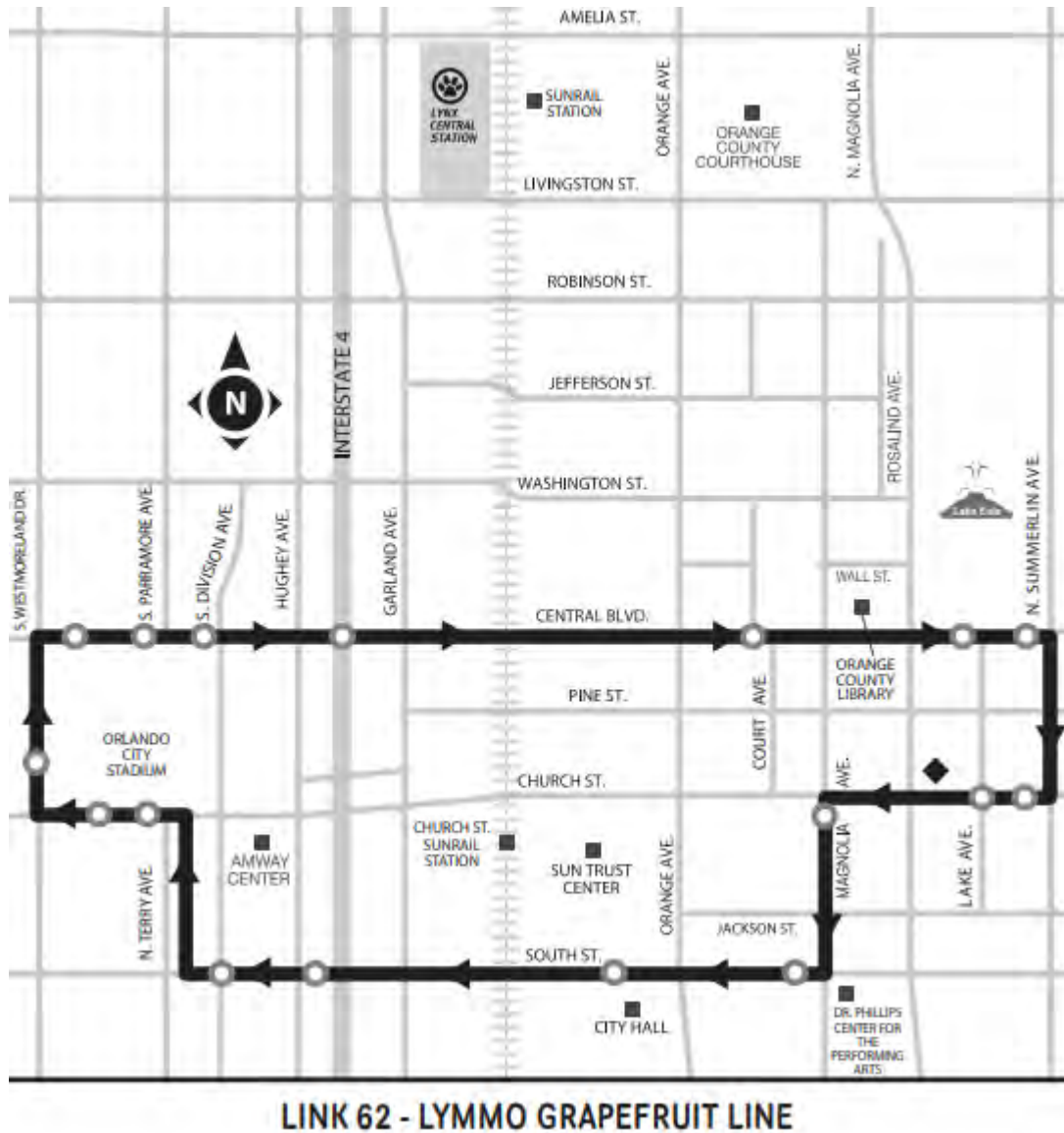


Figure 2.3

The Downtown East/West Circulator BRT (Grapefruit Line) consists of a 3.73 mile BRT circulator providing an east/west connection through Downtown Orlando. This BRT connects to the Original LYMMO (Orange Line), which provides north/south BRT service through the Downtown Orlando CBD and to the Parramore BRT/North Quarter (Lime Line), serving the North Quarter and Parramore districts,. The project alignment and 17 stations/stops are shown in Figure 2.3.

The alignment for the Downtown East/West Circulator BRT runs east on Central Boulevard, beginning at Westmoreland Avenue to Summerlin Avenue (in an exclusive

bus lane between Westmoreland Drive and Division Avenue). At Summerlin Avenue, the route would run south and then turn right (west) along Church Street, then turn left (south) to Magnolia Avenue using the existing southbound exclusive LYMMO lane, and then turn right (west) along South Street. The alignment then turns right (north) on Terry Avenue, then turns left (west) onto Church Street, continues west to Westmoreland Boulevard, turns right (north) on Westmoreland Drive, and continues north to Central Boulevard.

3.0 SERVICE STANDARDS

3.1 Hours of Operation

All LYMMO lines will operate in revenue service from approximately 6:00AM until approximately 10:45PM (16.75 hours) Mondays through Fridays, 10:00AM to 10:45 PM (12.75 hours) Saturdays, and from approximately 10:00AM to 10:00PM Sundays and holidays (12 hours). Sunday schedules will be in effect on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays set by LYNX. Scheduled service may be augmented for special events.

Weekday operations will consist of the following operating periods, corresponding to the required service level (i.e., frequency of service):

| | |
|---------------|-------------------|
| Early Morning | 6:00AM to 7:00AM |
| AM Peak | 7:00AM to 10:30AM |
| PM Peak | 10:30AM to 6:00PM |
| Evening | 6:00PM to 10:45PM |

Saturday, Sunday and holiday operations will consist of the following operating periods:

| | | |
|-------------------|---------|-------------------|
| Saturday | Midday | 10:00AM to 6:00PM |
| | Evening | 6:00PM to 10:45PM |
| Sunday & Holidays | Midday | 10:00AM to 6:00PM |
| | Evening | 6:00PM to 10:00PM |

Operating schedules will be revised, if necessary, once actual operations begin and actual ridership demands are identified.

3.2 Frequency

The following service frequencies have been established:

| Day | Time Period | Headway (Minutes) |
|----------|--------------------|-------------------|
| Weekdays | Orange Line (Peak) | 7-8 |

| | | |
|-------------------|----------------------------|----|
| | Orange Line (Off-Peak) | 15 |
| | Lime Line (Peak) | 10 |
| | Lime Line (Off-Peak) | 15 |
| | Grapefruit Line (Peak) | 10 |
| | Grapefruit Line (Off-Peak) | 15 |
| Weekends/Holidays | Orange Line | 15 |
| | Lime Line | 15 |
| | Grapefruit Line | 15 |

3.3 Vehicle Fleet Size

The number of vehicles required in the LYMMO fleet are a function of the vehicles required during the AM and PM peak periods, plus maintenance spares. A 20% spare ratio is proposed for LYMMO, with a minimum of three spare buses. The year 2016 service plan will require a fleet of 14 buses based on a peak requirement of 11 buses plus three (3) maintenance spares.

4.0 Maintenance

LYMMO service vehicle maintenance will be performed by the LYNX maintenance department at the LYNX Operations and Maintenance base located at 2500 Lynx Lane. These Maintenance activities will be performed in conformance with LYNX's "Preventative Maintenance Plan".

5.0 Safety

LYNX will comply with the LYNX "System Safety Plan" when resolving LYMMO safety related issues. This plan has been designed to cover all safety and security related issues throughout the entire LYNX fixed route service operation.

Exhibit "B"

LYMMO Schedule of Service Costs

| Scheduled Service | Hours |
|--------------------------|---------------|
| Total Hours | 49,050 |

| | |
|--------------------------------------|-------------------------|
| FY2022 Funding Model Rate | \$54.09 |
| Estimated Operating Costs | \$2,652,917 |
| Charging Station Lease Costs* | <u>\$156,000</u> |
| Total Operating Costs | \$2,808,917 |

*12-year funding commitment beginning in FY22 as outlined in Interlocal Project Agreement No. 1 between Orlando Utilities Commission and Central Florida Regional Transportation Authority d/b/a "Lynx", and Amendment No. 3 between Orlando Utilities Commission and City of Orlando and Central Florida Regional Transportation Authority d/b/a "Lynx."

** Exhibit B will be updated annually through the LYNX Regional Funding Model as defined by Paragraph 5d.

LYNX Oversight Committee Agenda

Action Agenda Item #7.A.

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Approve FY2021 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Authorize Approval of the FY2021 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program.

BACKGROUND:

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

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$750,000 in Federal financial assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida Single Audit Act, related to audits of State financial assistance Pursuant to these Acts, LYNX's independent certified public accountants, MSL, PA CPAs & Advisors, have conducted the audit for the fiscal year ended September 30, 2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Oversight Cmmittee Agenda

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Oversight Committee Agenda

Action Agenda Item #7.B.

To: LYNX Oversight Committee

From: **Bruce Detweiler**
Interim Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6136

Item Name: Authorization to Implement April 24, 2022 Service Changes

Date: 3/24/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective April 24, 2022.

BACKGROUND:

On September 23, 2021, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect December 21, 2021. One in-person only and one in-person/virtual hearing/workshop was held. LYNX customers and the public provided input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, March 1, 4-6 PM
Location: LYNX Central Station, Orlando, FL

Date/Time: Wednesday, March 2, 5-7 PM
Location: Virtual

Details of these events and the service change proposals are published on our website at www.golynx.com.

The public comment period for the proposed service changes ran from February 18, through March 21, 2022. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the

LYNX Oversight Committee Agenda

service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.

April 24 Service Proposal*

ROUTE and/or SCHEDULE IMPROVEMENTS

- **Link 37** – Pine Hills/Florida Mall (Orange County) – Changing route to operate via International Drive, Grand National Drive, and Vanguard Street.
- **Link 38** – International Drive (Orange County) – Change routing to operate between LYNX Central Station and Universal Orlando via Hughey Avenue, I-4 express lanes, Grand National Drive, Major Boulevard and Universal Boulevard. Inbound route will exit I-4 express lanes at South Street and use Garland Avenue to LYNX Central Station.
- **Link 104** – East Colonial Drive (Orange County) – Extend route into Colonial Plaza SuperStop.
- **Link 300** – Disney Express (Orange County) – Change inbound routing to operate between Disney Springs and LYNX Central Station via I-4 express lanes. Route will exit I-4 express lanes at South St. and use Garland Ave. to LYNX Central Station. Minor schedule adjustments.
- **Link 319** – Richmond Heights (Orange County) – Discontinue service on Kirkland Boulevard, Ivey Lane, King Cole Boulevard, Ravenall Avenue and Messina Avenue. Route will use Willie Mays Parkway in the Richmond Heights area. Renumber as Link 19. Bus stop changes along entire route.
- **Link 350** – Destination Parkway/SeaWorld/Disney Express (Orange County) – Change inbound routing to operate between Destination Parkway Superstop and LYNX Central Station via I-4 express lanes. Route will exit I-4 express lanes at South St. and use Garland Ave. to LYNX Central Station. Minor schedule adjustments.
- **NeighborLink 631** – Buena Ventura Lakes (Osceola County) – Combining route with NeighborLink 632. Renumber as NeighborLink 831.
- **NeighborLink 632** – North Kissimmee (Osceola County) – Combining route with NeighborLink 631. Renumber as NeighborLink 831.

MINOR SCHEDULE ADJUSTMENTS

- **Link 6** – Bumby Avenue/Dixie Belle Drive (Orange County)
- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County)
- **Link 42** – International Drive/OIA (Orange County)
- **Link 55** – West U.S. 192/Magic Kingdom (Orange County/Osceola County)
- **Link 125** – Silver Star Road (Orange County)
- **Link 301** – Disney Direct/Pine Hills (Orange County)
- **Link 302** – Disney Direct/Rosemont (Orange County)
- **Link 303** – Disney Direct/Washington Shores (Orange County)
- **Link 304** – Disney Direct/Rio Grande/Vistana (Orange County)
- **Link 306** – Disney Direct/Poinciana (Orange County/Osceola County)

LYNX Oversight Committee Agenda

- **Link 312** – Disney Direct/Ocoee (Orange County)
- **FastLink 407** – Kissimmee/OIA/Medical Center (Orange County/Osceola County)
- **FastLink 418** – Florida Mall/Meadow Woods/Lake Nona (Orange County)

BAY ASSIGNMENT CHANGES:

- **Apopka SuperStop** – Link 405 - Bay B (northbound), Bay F (southbound); Link 44 - Bay C (northbound), Bay E (southbound); Link 436N - Bay D
- **Colonial Plaza SuperStop** – Link 6 - Bay C (northbound), Bay D (southbound); Link 13 - Bay B (westbound), Bay E (eastbound); Link 51 - Bay C (northbound), Bay D (southbound), Link 104 - Bay A (westbound), Bay F (eastbound)
- **Disney Springs Transfer Center** – Link 300 - Bay 7 (westbound), Bay 11 (eastbound); Link 301 - Bay 11; Link 302 - Bay 10; Link 303 - Bay 9; Link 304 - Bay 8; Link 350 - Bay 6; Link 312 - Bay 5; Link 306 - Bay 4
- **LYNX Central Station** – Link 38 - Bay B; Link 21/441 - Bay C, Links 20/25 - Bay G; Links 36/40 - Bay H; Links 28/29 - Bay L; Links 48/49 - Bay N

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal is applicable to this activity.

FISCAL IMPACT:

LYNX Staff anticipates the changes proposed to be budget neutral.