



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

## 1. Call to Order

## 2. Approval of Minutes

-  Board of Directors Minutes, May 25, 2017 Pg 5

## 3. Recognition

- 25 Years of Service: Victor Perez
- 20 Years of Service: Fabian Whyllly
- 20 Years of Service: Linda Collins
- Rodeo Team - Grand Champion Award at the 2017 Florida State Rodeo, the 10th year Grand Championship Title.
- Rodeo Team - Chris Balroop, Harryram Mootoo and Radu Solomon won individual awards in bus and engine inspection, electronic controls and written exam.
- Rodeo Team - Rhoda Scott won "The Highest Yardstick", for best performance in the measurement obstacles.
- Rodeo Team - Steve Kalicharan won an individual award in the bus pre-trip inspection.
- Rodeo Team - Our Maintenance Team placed 5th place overall in the Maintenance Categories at the 2017 International Bus Rodeo in Reno, Nevada.

## 4. Public Comments


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

## 5. Chief Executive Officer's Report


## 6. Oversight Committee Report

## 7. Consent Agenda





### A. Request for Proposal (RFP)








- i.  Authorization to Release a Request for Proposal (RFP) for Design Building Services for the LYNX Operations Center Parking Expansion Project Pg 15

### B. Award Contracts











- i.  Authorization to Award a Contract to JMD Global Developers for the Repainting of LYNX Bus Shelters Pg 18













### C. Extension of Contracts

- i.  Authorization to Exercise the Second Year Option of Contract #13-C23 with Spencer Fabrication for Construction of Passenger Shelters Pg 20
- ii.  Authorization to Exercise the Second Option Year on Contract #15-C13 with DoubleMap, Inc. Pg 22
- iii.  Authorization to Exercise the Second Option Year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc. Pg 24
- iv.  Authorization to Exercise the Second Option Year of Contract 13-C26A with Ben's Paint Supply Pg 26





- v.  Authorization to Exercise Second Option Year on Contract #14-CO3 with Johnson's Wrecker Service Pg 27
- vi.  Authorization to Exercise the Second Year Option of Contract #14-C07 to Care Spot Express Healthcare for Occupational Health Services Pg 28
- vii.  Authorization to Exercise Second Option Year of Contract #14-C15 to Vanasse Hangen Brustlin, Inc.; Contract #14-C16 to Parsons Brinckerhoff, Inc.; Contract #14-C17 to RS&H, Inc.; Contract # 14-C18 to HDR Engineering, Inc. for General Transportation Planning & Consulting Services Pg 30
- viii.  Authorization to Exercise the Second Year Option of Contract #13-C30 with Barracuda Building Corporation for Installation of Passenger Shelters Pg 32
- ix.  Authorization to Increase the Initial Three (3) Year Term of Contract #13-C28 to Postal Savings Services for Postal Services and to Exercise the Second Year Option of the Contract Pg 34
- x.  Authorization to Extend the Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing Pg 36  
 -Attachments 
- xi.  Authorization to Extend the Joint Participation Agreement (JPA) for feeder bus service with the Florida Department of Transportation (FDOT) for Sunrail. Pg 39  
 -Attachments  

D. Miscellaneous








- i.  Authorization to Issue a Purchase Order in the Amount of \$59,400 to nMomentum for LYNX' Mobile Fare Payment Program Support Pg 53
- ii.  Authorization to Approve an Interlocal Agreement with the University of Central Florida (UCF) to Provide Bus Wrap and Body Shop Services for the Campus Fleet. Pg 60  
 -Attachments 
- iii.  Authorization to Piggyback on Orange County's Contract with Cigna for Medical and Stop Loss Insurance. Pg 70
- iv.  Authorization to Extend Bus Service Agreement with the University of Central Florida (UCF) for KnightLYNX Services. Pg 72  
 -Attachments 
- v.  Authorization to Extend Bus Service Agreement with Econ River High School - Greater Orlando Campus (SHS) Pg 93  
 -Attachments 
- vi.  Authorization to Notify MetroPlan Orlando of LYNX's Desire to Continue as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties Pg 107
- vii.  Authorization to Piggyback off Orange County on Janitorial Services for LYNX Central Station (LCS) and LYNX Operations Center (LOC) Pg 109

viii.	 Authorization to Submit the FY2018 Transportation Disadvantaged Trip Grant	Pg 111
	-Attachments 	
ix.	 Authorization to Enter into an Agreement with Transportation Network Companies (TNCs) as Part of TD Voucher Program and as Part of the Paratransit Mobility Services Model and Amend the FY2017 Amended Operating Budget	Pg 114
x.	 Authorization to Piggyback onto the City of Orlando Contract (RFP14-0012010) with First Capital Property Group for Real Estate Appraisal and Consulting Services	Pg 116
	-Attachments 	
xi.	 Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) For FY 17 Competitive Funding Notices: Section 5339 Bus and Bus Facilities and Public Transportation Innovation Programs	Pg 119
xii.	 Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2017 Apportionments and to Sub-allocate FY 2017 Orlando Urbanized Area 5307 Funding to Lake County Transit Services and the Florida Department of Transportation	Pg 124
xiii.	 Authorization to Issue a Purchase Order to WSP, Inc. for a Cost Not to Exceed \$450,000 for the Design and Engineering of the Pine Hills Bus Transfer Center	Pg 127
xiv.	 Authorization to Write Off Assets Pursuant to the June 30, 2016 Physical Inventory Count and Reconciliation	Pg 129
xv.	 Authorization to Enter into the Transportation Partner Agreement with Valencia College to Provide Transit Services and to Amend the FY2017 Amended Operating Budget	Pg 133
	-Attachments 	
xvi.	 Authorization to Transfer Sixty Light Fixtures to the Lakeland Area Mass Transit System	Pg 142


## 8. Action Agenda

A.	 Authorization to Enter into Negotiations and Award a Contract to Americaneagle.com for Mobile Fare Payment System	Pg 144
	-Attachments 	
B.	 Authorization to Approve Proposed Service Changes Effective August 20, 2017	Pg 166
	-Attachments	
C.	 Authorization to Accept the Recommendation of the Source Evaluation Committee (SEC) to Award a Contract to MV Transportation, Inc., for the Provision of LYNX's Paratransit (ACCESS LYNX) and NeighborLink Services	Pg 170

## 9. Work Session

- A.  Overview of the FY2018 Preliminary Operating Budget Pg 173  
  - Attachments 
- B.  Overview of the FY2018 Preliminary Capital Budget Pg 188  
  - Attachments 
- C.  FY 2016 Federal Transit Administration Triennial Review Close-out Pg 197  
  - Attachments  

## 10. Information Items

- A.  Notification of Settlement Agreement pursuant to Administrative Rule 6 Pg 207

## 11. Other Business

## 12. Monthly Reports

- A.  Monthly Financial Report June 30, 2017 Pg 209  
  - Attachments 
- B.  Monthly Financial Report May 31, 2017 Pg 216  
  - Attachments 
- C.  Business Development Report: May 2017 - June 2017 Pg 223
- D.  Ridership Report - October 2016 to May 2017 Pg 225
- E.  Communications Report - May 2017 - June 2017 Pg 236
- F.  Planning and Development Report Pg 247
- G.  Procurement Calendar Pg 250  
  - Attachments 

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

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

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

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

**DATE:** May 25, 2017

**TIME:** 1:00 p.m.

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**Members in Attendance:**

Viviana Janer, Chair, Osceola County  
Lee Constantine, Vice Chair, Seminole County  
Steve Martin, P.E., Secretary, 5<sup>th</sup> District, Florida Department of Transportation  
Teresa Jacobs, Orange County, Mayor  
Buddy Dyer, City of Orlando, Mayor

**Members Absent:**

N/A

**Staff Members in Attendance:**

Edward L. Johnson, Chief Executive Officer  
Tiffany Homler-Hawkins, Chief Administrative Officer  
Bert Francis, Chief Financial Officer  
Thomas Stringer, Chief Operations Officer  
Pat Christiansen, Legal Counsel  
Patrice C. Murphy, Executive Assistant  
Rose Hernandez, Administrative Assistant  
Juan Battle, Deputy Director of Transportation  
Matt Friedman, Director of Marketing Communications  
Blanche Sherman, Director of Finance  
Charles Baldwin, Director of Procurement  
Donna Tefertiller, Director of Human Resources  
David Dees, Director of Risk Management & Safety  
Esther Mitchell, Risk Management & Safety  
Keith Tillet, Manager of Transportation  
Desna Hunt, Manager of Compliance  
Jeff Reine, Senior Project Manager  
Rey Quinones, Manager of Transportation  
Scott Penvose, Maintenance Supervisor

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## 1. Call to Order

Chair Janer called the meeting to order at 1:05 p.m.

Chair Janer asked Vice Chair Constantine to lead the Pledge of Allegiance.

## 2. Approval of Minutes

Chair Janer asked the Board if there was any discussion about the March 23, 2017 meeting minutes. A motion was made by Mayor Dyer, second by Vice Chair Constantine. Minutes unanimously approved as presented.

## 3. Recognitions

### 2017 Rodeo LYNX Team Recognition

Item pulled for the next Board of Director Meeting.

Donna Tefertiller, Director of Human Resources, presented years of services awards to:

Pedro Rivera, Bus Operator, 20 Years of Service, absent

Frank Lacock, Bus Operator, 20 Years of Service

Alvin Randall, Bus Operator, 35 Years of Service

## 4. Public Comments

Robert Halliburton, 8701 Wellsey Lake Drive, Orlando, FL 32818. Mr. Halliburton spoke regarding LYNX Access service being late to pick up many times and once upon the bus his ride home may last an hour or two.

Joe Souza, 1321 Atlantis Boulevard, Apopka, FL. Mr. Souza has been a LYNX employee for the past 7.5 years and spoke about making top pay within five (5) years.

Terrell Bettis, 15226 Gabby Drive, Orlando, FL. Mr. Bettis is an employee of LYNX and spoke about union fairness. He was also promised that his pay would top out in five (5) years upon hire, and raises are regular.

Claudio Pineda, 7999 Sapphire Lane, Orlando, FL. Mr. Pineda stated he is proud of his position as a bus operator. Mr. Pineda expressed his concerns regarding the elimination of the pension for bus operators.

Jackie Wallace, 2319 Meadow Oak Circle, Kissimmee, FL 34746. Ms. Wallace spoke on behalf of her mother a LYNX bus operator of almost 20 years. Ms.

Wallace also spoke about the possibility of the operator's pension being taken away.

Tanya Stone-Lawson, 2132 W. Oak Ridge Road, Orlando, FL. Ms. Stone-Lawson is a LYNX employee that was also told that in five years she would reach top pay, and to date she has not received a raise.

Chair Janer recognized Mayor Dyer for comment. Mayor Dyer stated that there is not a proposal to take away anyone's pension, and that is misinformation. Mayor Dyer further stated that the membership in the last contract voted, overwhelmingly, to accept the pay increases and that new hires would be in a defined contribution plan and not the defined benefit plan. Mayor Dyer added that the Pension Board Trustees blocked the implementation. Mayor Jacobs was recognized and stated that eliminating the pension plan has never been an option and is not true.

Rosa Bauza, 1935 S. Conway Road, E7, Orlando, FL. Ms. Bauza, an employee, stated that they are not afraid of the pension that the Board is holding the employees to in order to receive the increase in their pay.

Curtis Hierro, 231 E. Colonial Drive, Orlando, FL 32801. Mr. Hierro is the director of the Central Florida AFL-CIO representing 70,000 working people from dozens of local unions, and our priority is raising the standard of living and providing raises for the hard working people of Orlando. The Central Florida AFL-CIO labor counsel stands in full support of Local ATU 1596.

Ismael Rivera, 231 E. Colonial Drive, Orlando, FL 32801. Mr. Rivera spoke concerning the union membership, transparency and misinformation. Mr. Rivera asked for fairness for the union members. Mr. Rivera further stated that he was not misinforming the union members about losing their pensions.

Chair Janer recognized Mayor Jacobs for comment. Mayor Jacobs stated that Mr. Rivera comments clarified that no one is losing their pension.

Denise Diaz, 1215 Virginia Drive, FL 32801. Ms. Diaz spoke of the wages of transit issues and the structure of the pension. Ms. Diaz spoke of advocating for a comparable pensions and wages for LYNX' workforce and is it's competitive in its wages.

Erwin K. Watkins, Sr., 5150 Heritage Oak Drive, Orlando, FL 32808. Mr. Watkins spoke concerning his disappointment with the reality of working with LYNX as an operator. Mr. Watkins further stated that he feels that it is was adversarial between the bus operators and management.

Melvin Gonzalez, Jr., 835 Howland Boulevard, Deltona, FL. Mr. Gonzalez spoke about transparency and the makeup of the pension board.

Al West, 3000 Clarcona Road, Apopka, FL 32703. Mr. West spoke regarding Access LYNX and the bus routes. Mr. West does not understand why he must pay \$7.00 to ride a bus when he is a reduced fare Access LYNX customer with a reduced fare.

Joanne Cornelis, 138 Country Club Circle, Sanford, FL 32771. Ms. Cornelis spoke of the need for later bus routes to include 24 hour, weekend and holiday service in Seminole County.

Wayne Cole, 261 Kettle Court, Casselberry, FL 32707. Mr. Cole a LYNX employee spoke about the condition of working as a LYNX bus operator.

Maria C. Allen, 5414 Pine Chase Drive #6, Orlando, FL 32808. Ms. Allen a LYNX employee spoke

Novia Gray, 7724 Chaplin Lane, Orlando, FL 32818. Ms. Gray spoke regarding Access LYNX pick up and driver response concerns. Ms. Gray was left waiting for more than an hour twice in the past week at the cast parking lot on Disney property.

Elliottness A. Valentin, 4623 Harvest Row Lane, St. Cloud, FL 34772. Mr. Valentin was not available to speak.

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

Chair Janer recognized Mr. Edward L. Johnson, Chief Executive Officer (CEO), provided the Chief Executive Officer report in writing. Mr. Johnson's comments were reserved to the agenda. Mr. Johnson stated that the following agenda items are being moved from the Consent Agenda to the Action Agenda for discussion: 7.A.ii.; 7.C.iv.; 7.C.v.; 7.D.i. Mr. Johnson further stated that items 7.B.i. and 9.A are being removed from the agenda. Mr. Johnson concluded the Chief Executive Officer's Report.

Chair Janer recognized Mayor Dyer. Mayor Dyer thanked Mr. Johnson and the LYNX organization making available buses and busing service during the June 12<sup>th</sup> Pulse remembrance event.

## **6. Oversight Committee Report**

Chair Janer provided a review of the May 25, 2017 Oversight Committee Meeting held at 10:30 a.m.

## **7. Consent Agenda**



**A. Request for Proposal (RFP)**

**A.i. Authorization to Release a Request for Proposal (RFP) for Legal Services**

**A.ii. Authorization to Release a Request for Proposal (RFP) for State Lobbying Services**

Moved to Action Agenda.

Chair Janer recognized Tiffany Homler-Hawkins, Chief Administrative Officer, to discuss the Lobby Services contract.

Chair Janer recognized Secretary Martin. Secretary Martin asked regarding the need for State lobby services as LYNX local funding partners already have similar services and is requesting a re-evaluation of the need for the service.

Mayor Jacobs agreed that the need for lobbying services needs to be discussed.

Mayor Dyer explained that LYNX lobbyist are more specific to public transportation and that some level of service should stay in place that does not serve two masters.

Motion to approve made by Mayor Dyer, second for discussion by Commissioner Constantine. Commissioner Constantine requested that staff provide an analysis and identify why LYNX needs these services and release the RFP. Motion approved 4-1, Secretary Martin voting nay.

**A.iii. Authorization to Release a Request for Proposal (RFP) for Purchase and Installation of a New Bus Wash System at LYNX Operations Center (LOC)**

**A.iv. Authorization to Request a Ninety (90) Day Extension with TJ's Quality Clean-up, LLC for Pressure Washing Services at LYNX Central Station (LCS), LYNX Operations Center (LOC) and Transfer Centers**

**B. Award of Contracts**

**B.i. Authorization to Use General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc. to Complete State Road 50 Phase 1 Bus Rapid Transit Station Area Analysis**

Item Pulled/Removed from Agenda.

**B.ii. Authorization to Award Contract #17-C16 to Tolar Manufacturing for the Fabrication of Commercial Style bus Shelters**

**B.iii. Authorization to Execute Contract #BE350 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program**

**C. Extension of Contracts**

**C.i. Authorization to Exercise the Second Option Year of Contract #13-C22 with Seaboard Neumann Distributors for Bulk Motor Oil**

**C.ii. Authorization to Exercise the Second Option Year of Contract #13-C25 with Alesig Consulting, LLC for Design, Deployment, and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project**

**C.iii. Authorization to Award and Extension of Contract #13-C24 for Healthcare Benefits Consulting Services**

**C.iv. Authorization to Exercise First Option Year on Contract #14-C27 with Zimmerman, Kiser & Sutcliffe and Contract #14-C29 with Hilyard, Bogan & Palmer for General Liability Legal Services**  
Moved to Action Agenda.

Chair Janer recognized Bert Francis, Chief Financial Officer. Mr. Francis explained the use of multiple law firms and explained the reason is for the area of expertise of law. Secretary Martin explained that he is looking for efficiencies and combining of contracts in the use of contractual legal services going forward.

Motion to approve made by Secretary Martin, second by Mayor Dyer, and approved unanimously.

**C.v. Authorization to Exercise First Option year on contact #14-C30 for Workers Compensation Legal Services with Bolton & Helm, LLP**

Moved to Action Agenda.

Motion to approve made by Secretary Martin, second by Mayor Dyer, and approved unanimously.

- C.vi. Authorization to Execute the First Option Year of contract #14-C28 to vRide for Vanpool Support**
- C.vii. Authorization to Increase Contract #14-C29 with Hilyard, Bogan & Palmer and Contract #14-C27 with Zimmerman, Kiser & Sutcliffe for General Liability Legal Services**
- C.viii. Authorization to Piggyback on the Osceola County School District Contract #SDOC-17-B-061-LH, Rental of Work Uniforms and Supplies**

**D. Miscellaneous**

- D.i. Authorization to Utilize the Remaining Five (5) Percent (%) Contingency on the Parramore Bus Rapid Transit Project**  
Moved to Action Agenda.

Chair Janer recognized Tiffany Homler-Hawkins, CAO. Mrs. Homler-Hawkins explained the item details have changed and there is a blue sheet for record. Mrs. Homler-Hawkins further indicated that the project is within the contingency budget.

Motion to approve made Secretary Martin, second by Commissioner Constantine, and approved unanimously.

- D.ii. Authorization to Execute a Multi-Year Joint Participation Agreement (JPA) #433061 with the Florida Department of Transportation (FDOT) for State Block Grant Funding for Annual Operating Assistance**
- D.iii. Authorization to Issue a Purchase Order in the Amount of \$67,200 to nMomentum for LYNX' Mobile Fare Payment Program Support**
- D.iv. Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services**
- D.v. Authorization to Negotiate an Interlocal Agreement with Osceola County for the Placement of Shelters in the Unincorporated County**
- D.vi. Authorization to Ratify a Grant Application to the Commission for the Transportation Disadvantaged for a Mobility Enhancement Grant for the Transportation Disadvantaged Voucher Program**

**D.vii. Authorization to Execute a Joint Participation Agreement (JPA) with Florida Department of Transportation for I-4 Ultimate Construction Impacts to the Bus**

**D.viii. Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for FY17 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program**

**D.ix. Authorization to Transfer One (1) Retired Revenue Vehicle to the Lakeland Area Mass Transit System**

Chair Janer discussed the items that have been moved to the Action Agenda and the items that were pulled/removed from the Agenda to be brought back at a future date.

Motion to approve the Consent Agenda was made by Mayor Jacobs, second by Mayor Dyer. Consent Agenda with changes was approved unanimously.

**8. Action Agenda**

**A. Authorization to Amend the LYNX FY2017 Operating and Capital Budget**

Chair Janer recognized Blanche Sherman, Director of Finance, to provide a report on the FY2017 Operating and Capital Budget. Ms. Sherman provided a short synopsis. Motion to approve made by Mayor Dyer, second by Commissioner Constantine, and approved unanimously.

**B. Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the fiscal Year Ending September 30, 2016**

Chair Janer recognized Blanche Sherman, Director of Finance. Ms. Sherman introduced Mr. Ron Conrad of Cherry, Bekaert, LLP for an overview of FY16 audit and CAFR. Mr. Conrad noted that Cherry, Bekaert completed the Annual Comprehensive Financial Report dated March 15, 2017. Mr. Conrad further stated that LYNX has clean opinions on the financial statements, grants, compliance, and there were no comments in the report and a clean audit.

Motion to approve made by Mayor Jacobs, second by Commissioner Constantine, and approved unanimously.

**C. Authorization to Increase the Not-to-Exceed Amount of the Contract with MEARS Destination Services for Route 208 LYNX Service**

Chair Janer recognized Blanche Sherman, Director of Finance. Chair Janer stated the item was approved by the Oversight Committee. Ms. Sherman stated LYNX is seeking authorization to amend the Mears contract to approximately \$1.3 million dollars.

Motion to approve made by Mayor Dyer, second by Commissioner Constantine, and approved unanimously.

**9. Work Session**

**A. US 192 Rapid Transit Project Update**

Item Pulled/Removed from Agenda.

**10. Information Items**

**A. Parramore Project C Update**

**B. FY2016 Audit Required Communication to LYNX Board of Directors**

**C. Notification of Settlement Agreement Pursuant to Administrative Rule 6**

**11. Other Business**

**12. Monthly Reports**

**A. Monthly Financial Report – April 30, 2017**

**B. Monthly Financial Report – March 31, 2017**

**C. Business Development Report – March 2017 – April 2017**

**D. Ridership Report – October 2016 to March 2017**

**E. Communications Report March 2017 and April 2017**

**F. Planning and Development Report**

**G. Procurement Calendar**

**13. Executive Session**

The Board of Directors adjourned the meeting for an Executive Session to discuss collective bargaining matters with regard ATU 1596 at 2:14 p.m. The May 25, 2017 Board of Directors reconvened for regular business at 3:20 p.m.

Attendees of the Executive Session:

Edward L. Johnson, CEO

Pat Christiansen, Legal Counsel

Jay Seegars, Legal Counsel

Viviana Janer, Chair, Commissioner Osceola County

Lee Constantine, Vice Chair, Commissioner Seminole County

Steve Martin, Secretary, 5<sup>th</sup> District, Florida Department of Transportation

Theresa Jacobs, Mayor, Orange County

Buddy Dyer, Mayor, City of Orlando

**The meeting adjourned at 3:21 p.m.**

**Certification of Minutes:**

I certify that the foregoing minutes of the May 25, 2017 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

Assistant

Consent Agenda Item #7.A. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **Request for Proposal (RFP)**  
**Authorization to Release a Request for Proposal (RFP) for Design Building Services for the LYNX Operations Center Parking Expansion Project**

**Date:** 7/27/2017

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**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 a Design/Build solicitation for the LYNX Operations Center (LOC) parking lot expansion project and fuel storage tank with a not-to-exceed amount of \$4,493,872, and to amend the FY2017 Amended Capital Budget, accordingly.

**BACKGROUND:**

On January 27, 2015, LYNX entered into an agreement with NoPetro LLC for both the purchase of CNG Vehicle Fuel and on February 6, 2015 a contract for construction modifications to the existing LYNX Operations Center (LOC).

The basis for the NoPetro proposal that led to these two agreements was the purchase by this company of a 13.5 acre tract immediately adjacent to the LOC. A portion of this property was to be used for the construction of the NoPetro CNG Fueling station. LYNX began use of the fueling station in February 2016 and facility modifications to LOC were completed in May 2016.

The 13.5 acre tract has been subdivided into separate plats with approximately 3 acres allotted for the constructed shared storm water pond. Under Section 12.3 of the Fuel Purchase Agreement, in the event that NoPetro received a bona fide offer to purchase or lease from a third party a portion of the land (premises) that is not required for the construction, operation and maintenance of the fueling station, LYNX has the “right of first refusal” to purchase or lease such property.

NoPetro had advised LYNX that it was in receipt of a bona fide purchase offer from a nation company that wanted to buy the available land. At that point, NoPetro had advised LYNX per the agreement that the purchase price for this property was \$1.3 million for the remaining 6.045 acres of property.

It was also at this time that LYNX separately was considering approaching NoPetro for this very same reason. LYNX had and continues to have a need for additional space to park buses, employee cars, as well as move the paratransit facility from its current location at LB McLeod Road. LYNX is currently under a facility lease located on at 4950 L.B. McLeod Road, Orlando, Florida. The lease has an initial term of five (5) years commencing on October 2, 2014, with a one five (5) year option. Also, the lease includes an option to cancel the lease during the initial term, with a ninety (90) written notice, but no earlier than September 30, 2016.

At the time LYNX entered into the lease, the present value for leasing for ten (10) year period and buying a facility with an existing structure was, \$4.2 and \$10.8 million, respectively. The lease payment under the LB McLeod facility is \$252,000 on an annual basis, which is federally funded. The estimated cost to construct the phase of property improvements at the LOC parcel is currently estimated (including the property purchase) to be approximately \$5.5 million. An eventual expansion of this to include the full build-out of parking, a permanent maintenance, office and fuel/wash/revenue facility and construction of a floodplain compensation pond would be an addition \$10.3 million

Based on the above, LYNX staff approached the Board of Directors to allow for negotiations and ultimately purchase the NoPetro parcel at the July 2016 BOD meeting.

Pursuant to this meeting, LYNX entered into the due diligence procedures to move forward with the property purchase. This included an initial site assessment and load testing of the site for the proposed future use, required Federal Transit Administration approvals through the Categorical Exclusion process, and evaluation of improvements to the site.

Following the above processes, LYNX ultimately was able to execute the purchase of the property for the approved BOD amount of \$1.3 million plus customary and reasonable closing costs. This purchase was finalized on March 15, 2017.

With the purchase complete, LYNX is ready to move forward with the construction of the associated parking lot and administration building for use by LYNX' paratransit division. In addition, this phase of the project will included an above ground storage tank for fueling (similar to what is installed at our Osceola Satellite Facility in Kissimmee). Based on the desire to fast track this process, LYNX has elected to pursue the use of the Design/Build method for the construction.

As with previous design-build projects, LYNX will bring two board items back for approval. The first item will allow for the award and for LYNX to enter into the design phase of the project. Once this has been accomplished, at the 60% design stage, LYNX and the Contractor will negotiate and agree to a Guaranteed Maximum Price (GMP) for the construction portion of



# LYNX Board Agenda

this project. LYNX staff will then request approval to execute a contract for the construction phase.

**FISCAL IMPACT:**

LYNX staff included \$4,283,872 and \$210,000, respectively in the FY2018 Preliminary Capital Budget for LOC Phase 1 Construction, Design and CEI Services and a Fuel Storage Tank.

LOC Parking Lot Expansion Project	\$ 4,283,872
Fuel Storage Tank	210,000
<b>Total</b>	<b><u>\$ 4,493,872</u></b>

Upon authorization, LYNX staff will amend the FY2017 Amended Capital Budget to support the initiation of this project.

**Consent Agenda Item #7.B. i**

**To:** LYNX Board of Directors

**From:** **Tiffany Homler**  
CHIEF ADMINISTRATIVE OFFICER  
**Jeffrey Reine**  
(Technical Contact)  
**Rose Hernandez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Award Contracts  
Authorization to Award a Contract to JMD Global Developers for the  
Repainting of LYNX Bus Shelters

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee award a contract to JMD Global Developers for the painting of existing bus shelters. This painting is part of a larger effort for shelter rehabilitation. The term of contract will be for three (3) years with two (2) one year options for a total contract term of five (5) years with a not-to-exceed amount for the five (5) years of \$413,000.

**BACKGROUND:**

LYNX currently has approximately 4,500 bus stops within its 2,500 mile service area. One of the most requested improvements to a bus stop from passengers is the addition of a bus shelter. From the initiation of the shelter program in the late 1990s until 2007, a total of 400 bus shelters were added. From 2007 to present, an additional 700 new bus shelters have been placed into service. The purpose of this request is to solicit bids specifically for the repainting of older shelters (pre-2007) that are in need of updating. LYNX previously had chosen a multi-color schematic for its bus shelters that is showing age. LYNX has been continuously coordinating with local funding partners for appropriate color schemes. Other more recently install shelters are not currently in need of repainting at this time. Minor repainting due to graffiti and the like are accomplished on these newer shelters by our existing maintenance staff.

The rehabilitation of a shelter is a two-step process involving two separate vendors. First is the ordering of new roof panels and new seats. This is accomplished with our existing shelter vendor Spencer Fabrication. An extension of their contract is also presented at this board meeting. After this, JMD Developers performs the second step which is the repainting. This involves the sandblasting of the existing paint, priming and finally the repaint of the bus shelter to its new color.

This IFB would allow for the on-site painting of the bus shelters. By painting on-site, LYNX is able to save approximately 30 percent off of the cost of an entirely new shelter. In addition, by combining the replacement of parts (i.e. roof panels and seats) with the repaint, LYNX is able to leverage and maximize capital funding from the Federal Transit Administration instead of operation funding. This is because the combined process extends the life of the shelter through processes such as corrosion control which ultimately allows satisfactory continuing control of the asset. Previous examples of this work include the rehabilitation of shelters at the Sanford Walmart, Washington Shores Transfer Center, Colonial Plaza Transfer Center and on First Street in downtown Sanford.

At the September 25, 2014, Board of Directors meeting, staff received authorization to release an Invitation for Bid for the painting of bus shelters. The IFB was advertised in the Orlando Sentinel on April 9, 2017 and released on April 21, 2017. Bids were due by 2:00 p.m. on May 22, 2017. Only one response was received from JMD Global Developers. A total of 37 firms received the request from LYNX to bid on this project.

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

A DBE participation goal of 10% was assessed for this project. JMD Developers is a certified DBE.

**FISCAL IMPACT:**

LYNX staff included \$35,000 in the FY2017 Amended Capital Budget for Shelter Rehabilitation Painting. The FY2018 Preliminary Capital Budget includes \$94,500 for Shelter Rehabilitation Painting. The appropriate budget amount will be included in future years.

	<b># of Shelters</b>	<b>Shelter Rehab Painting</b>
Year 1	10	\$ 35,000
Year 2	27	94,500
Year 3	27	94,500
Year 4	27	94,500
Year 5	27	94,500
		<b>\$ 413,000</b>

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Tiffany Homler  
CHIEF ADMINISTRATIVE OFFICER  
Jeffrey Reine  
(Technical Contact)  
Rose Hernandez  
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Extension of Contracts  
Authorization to Exercise the Second Year Option of Contract #13-C23 with Spencer Fabrication for Construction of Passenger Shelters

Date: 7/27/2017

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second year option of Contract #13-C23 with Spencer Fabrications, Inc., for the manufacturing of LYNX shelters and provision of parts for shelter rehabilitation in a not-to-exceed amount of \$579,800, effective October 1, 2017 as follows:

Construction of Forty - Three (43) Shelters	\$ 498,800
Parts for Shelter Rehabilitation - Twenty-seven (27)	81,000
<b>Total</b>	<b><u>\$ 579,800</u></b>

**BACKGROUND:**

Contract #13-C23 with Spencer Fabrications dated September 19, 2013 was issued to allow for the construction of bus shelters. The contract was awarded as a three year contract with two annual renewals. During this contract extension period it is anticipated that Spencer will manufacture approximately 43 bus shelters (with the balance coming from another contractor who produces a different style).

Spencer currently manufactures the 15' X 15', 10' X 10', 6' X 9' and 6' x 13' shelters for LYNX for use throughout the service area. The 2017/2018 shelter program includes provisions for shelters within Seminole and Osceola County (the primary location for this shelter style) as well as the City of Orlando and Orange County (where this style currently is placed along a corridor). In addition, Spencer also provides LYNX the solar panels for the shelters and has performed refurbishment of shelters on an as needed basis. Throughout the current shelter manufacturing contract, Spencer Fabrications has continued to submit value engineering changes for all of the shelters. They provided a redesign for the 6' X 9' shelter to LYNX at minimal cost that includes a small bench and a different style roof line. Spencer understands the critical activity milestones

and duration of the manufacturing process and continues to meet LYNX’ work order schedules. They have performed satisfactorily in accordance with the terms of the contract.

Further, the extension of contract also allows LYNX to order new roof panels, solar panels and new seats. These parts are used in the rehabilitation of a shelter. This rehabilitation is a two-step process involving two separate vendors. First is the ordering of new roof panels and new seats through this contract. After this, JMD Developers performs the second step which is the repainting. This involves the sandblasting of the existing paint, priming and finally the repaint of the bus shelter to its new color. An award of contract to JMD Developers is part of the approvals at this board meeting. Previous examples of this work include the rehabilitation of shelters at the Sanford Walmart, Washington Shores Transfer Center, Colonial Plaza Transfer Center and on First Street in downtown Sanford.

By rehabilitating on-site, LYNX is able to save approximately 30 percent off of the cost of an entirely new shelter. In addition, by combining the replacement of parts (i.e. roof panels and seats) with the repaint, LYNX is able to leverage and maximize capital funding from the Federal Transit Administration instead of operation funding. This is because the combined process extends the life of the shelter through processes such as corrosion control which ultimately allows satisfactory continuing control of the asset.

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

LYNX’ procurement policies for service contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract had established a 1% DBE participation goal. Spencer has utilized Merit Fasteners Corporation to achieve this goal.

**FISCAL IMPACT:**

LYNX staff included \$1,283,400 and \$207,196 for the construction of bus shelters in Osceola and Seminole County and shelter rehabs throughout the service area, as follows:

Description	Total FY2018 Units	Total FY2018 Preliminary Capital Budget Amount	Spencer Fabrications, Inc.*	Tolar Manufacturing, Inc.
Shelters - Osceola	58	\$ 681,330	21	-
Shelters - Seminole	52	602,070	22	-
Subtotal	110	\$ 1,283,400	43	-
Shelters - Orange & City	89	1,138,410	-	43
Subtotal	199	\$ 2,421,810	43	43
Shelters - Rehab	30	207,196	27	-
Total	229	\$ 2,629,006	70	43

\*These are estimated quantities per County.

LYNX staff will reduce the FY2018 Preliminary Capital Budget to reflect the anticipated eighty-six (86) shelters to be fabricated, by removing the carryover quantities.

Consent Agenda Item #7.C. ii

**To:** LYNX Board of Directors

**From:** **Thomas Stringer, Jr**  
CHIEF OPERATIONS OFFICER  
**Tomika Monterville**  
(Technical Contact)  
**Kenneth Jamison**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** **Extension of Contracts**  
**Authorization to Exercise the Second Option Year on Contract #15-C13**  
**with DoubleMap, Inc.**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to exercise the second year option of Contract #15-C13 with DoubleMap, Inc with a not-to-exceed amount of \$282,740. This would increase the not-to exceed contract amount from \$1,187,700 to \$1,470,440, effective August 11, 2017.

**BACKGROUND:**

LYNX issued Contract #15-C13 to DoubleMap, Inc. dated August 11, 2015 for implementation of an Intelligent Transportation Systems Solution not to exceed \$888,500. This solution provides real-time trip reservations and vehicle location for on-demand transit services and is in the process of implementation on NeighborLink services.

On November 10, 2016 the Board approved an increase of \$299,200 which increased the not-to-exceed contract amount from \$888,500 to \$1,187,700 for the development and implementation of the fixed route and ACCESS LYNX mobile application solution. This added additional services to provide real-time information for fixed route and ACCESS LYNX services.

The following annual maintenance and license charges will be incurred during the second option year of Contract #15-C13:

- \$25,540 – NeighborLink annual maintenance service
- \$82,000 – Fixed route real-time information annual maintenance service
- \$30,000 – ACCESS LYNX real-time information annual maintenance service

# LYNX Board Agenda

**FISCAL IMPACT:**

LYNX staff included \$299,200 and \$282,740, in the FY2017 and FY2018 budgets as follows:

	<b>FY2017 Amended Budget</b>	<b>FY2018 Preliminary Budget</b>
<b><u>Operating Budget</u></b>		
Fixed Route Doublemap Maintenance	80,000	82,000
ACCESS LYNX Doublemap Maintenance	30,000	30,000
NeighborLink Doublemap Maintenance	-	25,540
<b>Subtotal</b>	<b>\$ 110,000</b>	<b>\$ 137,540</b>
<b><u>Capital Budget</u></b>		
Development of Fixed Route Application	40,000	-
Development of ACCESS LYNX Application	132,000	132,000
10% Contingency	17,200	13,200
<b>Subtotal</b>	<b>\$ 189,200</b>	<b>\$ 145,200</b>
<b>Total</b>	<b>\$ 299,200</b>	<b>\$ 282,740</b>

**Consent Agenda Item #7.C. iii**

**To:** LYNX Board of Directors

**From:** Thomas Stringer, Jr  
CHIEF OPERATIONS OFFICER  
David Rodriguez  
(Technical Contact)  
Stephen Wachtler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Extension of Contracts  
Authorization to Exercise the Second Option Year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc.

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #13-C27 with Haines City Fire Extinguisher Services, Inc. for maintenance and inspections of the Amerex Fire Suppression System in an annual not-to-exceed amount of \$65,000.

**BACKGROUND:**

The Amerex Fire Suppression System is installed on 66% of the fleet, and is an on-board engine compartment fire suppressant system designed to work in the event of a catastrophic fire in the engine compartment. The service sought will consist of semi-annual inspections, annual services and hydrostatic tests. Each bus must be serviced by a highly trained contracted technician in the area of squibs and linear actuators. LYNX has established a project to phase down the need for contracted inspections, and 34% of the fleet is now using a water-based fire suppression system that can be inspected and serviced in house.

**FISCAL IMPACT:**

LYNX staff included \$80,000 in the FY2017 Amended Operating Budget for maintenance and inspections of the Amerex Fire Suppression System. The projected FY2017 expenses are \$52,000. The decrease in anticipated cost for FY2017 is due to one-third of the fleet transitioning to a Fog Maker system that is being serviced in-house by LYNX. The FY2018 Preliminary Operating Budget includes \$65,000 for these services as follows:



# LYNX B ard Agenda

## FY2018 Preliminary Budget

Inspections	\$	52,000
Maintenance, Parts & Hose		<u>13,000</u>
<b>Total</b>	<b>\$</b>	<b><u><u>65,000</u></u></b>

Consent Agenda Item #7.C. iv

**To:** LYNX Board of Directors

**From:** Thomas Stringer, Jr  
CHIEF OPERATIONS OFFICER  
David Rodriguez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Extension of Contracts  
Authorization to Exercise the Second Option Year of Contract 13-C26A  
with Ben's Paint Supply

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract 13-C26A with Ben's Paint Supply for paint and body shop supplies in an annual not-to-exceed amount of \$60,000.

**BACKGROUND:**

LYNX provides all body shop, paint, and collision repairs for the fleet of buses, support vehicles, and Road Ranger units. The provider of services is a specialized vendor of industrial applications to support the needs of the LYNX body shop. The body shop performs repairs and paint work on a daily basis ranging from minor damage to heavy collisions. A consistent supply of product is instrumental in maintaining the efficiency of the body shop and fleet appearance. This contract will ensure sufficient levels of materials are available to timely complete all repairs.

**FISCAL IMPACT:**

LYNX staff included \$60,000 in the FY2017 Amended Operating Budget to purchase paint and body shop supplies under Contract 13-C26A. The projected FY2017 expenses for these services are \$55,000. The FY2018 Preliminary Operating Budget includes \$60,000 for paint and body shop supplies under this contract.

Consent Agenda Item #7.C. v

**To:** LYNX Board of Directors

**From:** Thomas Stringer, Jr  
CHIEF OPERATIONS OFFICER  
David Rodriguez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Extension of Contracts  
Authorization to Exercise Second Option Year on Contract #14-CO3 with Johnson's Wrecker Service

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract 14-C03 with Johnson's Wrecker Service in an annual not-to-exceed amount of \$70,000.

**BACKGROUND:**

LYNX requires, on an as-needed basis, towing service for occasions when a bus cannot return to its operating base at LYNX Operations Center (LOC) or Osceola Satellite Facility (OSF) under its own power. This is generally a result of a system failure (engine, transmission, etc.) or an accident. LYNX will occasionally have buses towed to vendors for repairs and/or buses between its locations to complete repairs. Additionally, LYNX at times, has had to tow automobiles and light trucks used as support vehicles and staff cars.

In July 2016, staff requested authorization by the Board of Directors to exercise the first option year of the contract for towing services as the current option year will expire on September 30, 2017. The initial contract was awarded at the September, 2013 Board meeting for a term of three (3) years with two (2) one-year options and became effective October 1, 2013. The initial three year contract expired on September 30, 2016.

**FISCAL IMPACT:**

LYNX staff included \$52,000 in the FY2017 Amended Operating Budget for towing services. The projected FY2017 expenses are \$69,638. Any excess expenses for FY2017 will be absorbed through available savings. The FY2018 Preliminary Operating Budget includes \$70,000 for these services.

Consent Agenda Item #7.C. vi

**To:** LYNX Board of Directors

**From:** Donna Tefertiller  
DIRECTOR OF HUMAN RESOURCES  
Deborah Toler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6119

**Item Name:** Extension of Contracts  
Authorization to Exercise the Second Year Option of Contract #14-C07 to  
Care Spot Express Healthcare for Occupational Health Services

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #14-C07 with Care Spot Express Healthcare for Occupational Health Services with a not-to-exceed amount of \$82,000.

**BACKGROUND:**

LYNX contracts professional services for random drug testing, post offer employment physicals, employee annual physicals, and on-the-job occupational illnesses and injuries. The contract for these services enables LYNX to meet the mandated requirements of the drug and alcohol testing rules issued by the U.S. Department of Transportation as prescribed by the Omnibus Transportation Employees Testing Act of 1991, as amended.

On July 25, 2013 the Board of Directors approved the authorization to issue an RFP for Occupational Health Services covering a three (3) year base period with two (2) one-year options.

On September 19, 2013, the Board of Directors authorized LYNX to award a contract to Care Spot Express Healthcare for Occupational Health Services. The initial term of this Contract commenced on October 1, 2013 and ended on September 30, 2016.

Per Governing Board approval on September 22, 2016, LYNX executed the first option year of Contract #14-C07 with Care Spot Express Healthcare for Occupational Health Services. The initial term of this Contract commenced on October 1, 2016 and ends on September 30, 2017.

Staff is now requesting authorization to execute the second option year. Once exercised, the contract will expire on September 30, 2018.

The request to exercise the second year option is to ensure continuity of service related to new hire employment screening for compliance with Department of Transportation regulations and requirements to meet manpower needs for operations. This Medical employment screening facility utilizes up-to-date licensed DOT physicians and provides timely quality service for the agency.

**FISCAL IMPACT:**

LYNX staff included \$76,760 in the FY2017 Amended Operating Budget for these services. The projected FY2017 expenses are \$76,665. The FY2018 Preliminary Operating Budget includes \$82,000. The increase in the FY2018 Preliminary Operating Budget is based on increases in vacancies and bus operator turnover.

Consent Agenda Item #7.C. vii

**To:** LYNX Board of Directors

**From:** **Tiffany Homler**  
CHIEF ADMINISTRATIVE OFFICER  
**Douglas Robinson**  
(Technical Contact)  
**MYLES OKEEFE**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **Extension of Contracts**  
**Authorization to Exercise Second Option Year of Contract #14-C15 to Vanasse Hangen Brustlin, Inc.; Contract #14-C16 to Parsons Brinckerhoff, Inc.; Contract #14-C17 to RS&H, Inc.; Contract # 14-C18 to HDR Engineering, Inc. for General Transportation Planning & Consulting Services**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #14-C15 with Vanasse Hangen Brustlin, Inc. (VHB); Contract #14-C16 with Parsons Brinckerhoff, Inc.; Contract #14-C17 with RS&H, Inc.; and Contract #14-C18 with HDR Engineering, Inc. for General Transportation Planning and Consulting Services and to increase the annual no-to-exceed amount from \$300,000 to \$1,861,508 effective October 1, 2017.

**BACKGROUND:**

LYNX entered into separate three-year contracts in 2014 with Vanasse Hangen Brustlin, Inc. (VHB) (#14-C15); Parsons Brinckerhoff, Inc. (#14-C16); with RS&H Inc., (#14-C17); and with HDR Engineering, Inc. (#14-C18). Staff is requesting authorization to exercise the second option year as each contract will expire September 30, 2017.

The original Contract Not to Exceed Amount (NTE) for the combination of all three-year contracts plus the two one-year options, was \$1,500,000. The contract annual NTE amount has been modified three times since contract execution in 2014. The first modification occurred in FY 2015 and was for \$362,822. The second modification occurred in FY 2016 and was for \$406,733. The third modification occurred in FY 2016 and was for \$1,087,800. The current aggregate contract amount for the three-year period, plus the two one-year options is now \$3,057,355. Each contract year covers the period October through September. The proposed

# LYNX Board Agenda

aggregate contract amount for the three-year period, plus the two one-year options would be \$4,918,863

**FISCAL IMPACT:**

LYNX staff included \$1,861,508 in the FY2018 Preliminary Operating Budget for the following proposed projects:

Professional Services	
Description	FY2018 Preliminary Operating Budget
TDP Major Update	\$ 390,000
Community Outreach - Marketing and Education	245,407
SR 50 BRT Station Area Analysis	368,301
Multi-Modal Analysis	150,000
LYNX Capacity/Facility Expansion Study	50,000
FTA STOPS Modelling Support	25,000
Transit Asset Management Plan Development/Implementation	150,000
Bus Stop Improvement Plan	200,000
LYNX Autonomous Vehicle Testing/Deployment	50,000
Five-Year Capital Improvement Program	100,000
Intelligent Transportation Systems (ITS)	62,400
Sub-Recipient Monitoring	50,400
Human Services Agency Outreach & Assessment	10,000
PMP 5310 and Program Mgt./SGR/SSO/TAM	10,000
<b>Total</b>	<b>\$ 1,861,508</b>

**Consent Agenda Item #7.C. viii**

**To:** LYNX Board of Directors

**From:** **Tiffany Homler**  
CHIEF ADMINISTRATIVE OFFICER  
**Jeffrey Reine**  
(Technical Contact)  
**Rose Hernandez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **Extension of Contracts**  
**Authorization to Exercise the Second Year Option of Contract #13-C30 with Barracuda Building Corporation for Installation of Passenger Shelters**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second year option of Contract #13-C30 with Barracuda Building Corporation, Inc. in a not-to-exceed amount of \$1,204,000 for eighty six (86) shelters, effective October 1, 2017.

**BACKGROUND:**

Contract #13-C30 with Barracuda Building Corporation dated October 17, 2013 is three year contract with two one year renewals. These renewals are subject to price/cost analyses for any future price escalation for any items included in the RFP.

Under this contract, Barracuda performs the following tasks for all LYNX bus shelter installations: site demolition and preparation, traffic control, ground work, installation of concrete pads and installation of passenger shelters with associated site hardware. Prices are set as unit costs for each piece of work to be performed.

LYNX has utilized the service of Barracuda for the installation and removal of shelters and associated amenities since 2003. Since this time, they have installed over 800 plus shelters for the agency. They continue to meet LYNX' work order schedules and performed satisfactorily in accordance with the terms of the contract.

It is anticipated that for the length of this contract extension that Barracuda will install approximately 86 bus shelters. Barracuda is responsible for installation throughout the entire service area.



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

No Disadvantage Business Enterprise (DBE) goal participation has been set on this contract.

**FISCAL IMPACT:**

LYNX staff included \$1,740,296 in the FY2018 Preliminary Capital for installation of bus shelters.

Shelter Installation		
Description	Total FY2018 Units	Total FY2018 Preliminary Budget Amount
Shelters - Installation	124	\$ 1,740,296

LYNX staff will reduce the FY2018 Preliminary Capital Budget to reflect the anticipated eighty-six (86) shelters to be installed.

Consent Agenda Item #7.C. ix

**To:** LYNX Board of Directors

**From:** Donna Tefertiller  
DIRECTOR OF HUMAN RESOURCES  
Salisha Yacoob  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6119

**Item Name:** Extension of Contracts  
Authorization to Increase the Initial Three (3) Year Term of Contract #13-C28 to Postal Savings Services for Postal Services and to Exercise the Second Year Option of the Contract

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the initial three (3) year term of Contract #13-C28 with Postal Savings Services in the amount of \$32,000 from a not-to-exceed amount of \$180,000 to \$212,000 and to exercise the second year option of the contract with a not-to-exceed amount of \$80,000.

**BACKGROUND:**

LYNX contracts Postal Savings Services, Inc. for a wide variety of postal mailing services related to bar-coding, metering, bulk mailing, certified mail, sealing envelopes, mail pick-up, delivery and postage cost. The Initial term of this Contract in the amount of \$180,000 commenced on September 19, 2013 and ended on September 18, 2016. The first option year of the Contract with a not-to-exceed amount of \$80,000 commenced on September 19, 2016 and ends on September 18, 2017.

Staff is now requesting authorization to execute the second option year. Once exercised, the contract will expire on September 18, 2018.

The request to exercise the second year option is to ensure continuity of postal mailing services related to bar-coding, metering, bulk mailing, certified mail, sealing envelopes, mail pick-up, delivery and postage cost.

LYNX is communicating more with employees by sending direct mail to their homes regarding healthcare, training, wellness, etc.

## **FISCAL IMPACT:**

LYNX staff included \$73,000 in the FY2017 Amended Operating Budget for postal services. The projected FY2017 expenses for these services are \$75,186. Any excess expenses in FY2017 will be absorbed through available savings. The FY2018 Preliminary Operating Budget includes \$80,000 for postal services.

Consent Agenda Item #7.C. x

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
LEONARD ANTMANN  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Extension of Contracts  
Authorization to Extend the Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and extend an Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the development of the SunRail ticketing system, backroom, cost sharing, processing of ticket proceeds and SunRail use of LYNX TVM's from the period September 1, 2017 through August 31, 2018. The current Agreement expires August 31, 2017.

**BACKGROUND:**

LYNX and its counsel met with FDOT and its counsel concerning the draft ILA furnished to LYNX. At that time, several of the terms in the draft ILA were at issue, including, but not limited to, the frequency with respect to which LYNX will receive payment from the SunRail Clearinghouse for LYNX generated revenues, and SunRail's intent to implement a "stored value bonus" rather than the 10% discount rate that was established in the LYNX and SunRail fare policy.

At the April 11, 2014 Board meeting, LYNX staff and its counsel discussed these issues with Board members and recommended to the LYNX Board that it authorize a short term agreement which would allow time to resolve the outstanding issues. Authorization was given by the Board to negotiate and enter an ILA with FDOT.

The initial ILA was signed by both parties with a termination date of April 28, 2014. An extension of the ILA was issued through August 31, 2014, subject to extension and LYNX and FDOT were to review the ILA in July 2014 for the period beginning September 1, 2014. At that time, the Parties made the necessary modifications to the Agreement to resolve the outstanding issues and also agreed to review the Agreement on an annual basis.

Subsequently, the Board authorized extension of the ILA through August 31, 2015 at the July 24, 2014 Board meeting, extension through August 31, 2016 at the July 23, 2015 Board meeting and extension through August 31, 2017 at the July 28, 2016 Board Meeting.

This amendment to the ILA will include an agreement for SunRail to use LYNX two (2) TVM's located in the LYNX Central Station (LCS) at no charge. Conduent will provide same day service to the LYNX TVM's under the FDOT maintenance agreement with Conduent. Conduent will convert the TVM's to SunRail and back as directed at no charge. LYNX will accept that normal wear and tear will be expected on the TVM's that will be returned at the end of use by SunRail.

LYNX staff has reviewed the Agreement with FDOT's staff and as a result, is requesting this extension. A copy of the proposed ILA amendment is attached. To the extent there are any changes to the ILA amendment, LYNX staff will negotiate those changes if those changes are not materially adverse to LYNX. This will allow the Chief Executive Officer or designee to enter into the ILA amendment without further Board approval.

**FISCAL IMPACT:**

LYNX staff included \$1,550,251 and \$1,454,991 in the FY2017 and FY2018 budgets as follows:

	<b>FY2017 Amended Budget</b>	<b>FY2018 Preliminary Budget</b>
<b><u>Operating Budget</u></b>		
Mobile Ticketing / TVM Services Fees	\$ 90,000	\$ 90,000
<b><u>Capital Budget</u></b>		
SunRail Ticket Vending Machine Project	\$ 1,460,251	\$ 1,364,991
<b>Total</b>	<b>\$ 1,550,251</b>	<b>\$ 1,454,991</b>

**AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN  
THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND  
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (LYNX)**

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "FDOT") and the CENTRAL FLORIDA REGAIONAL TRANSPORTATION AUTORITY (d.b.a. LYNX), a Political Subdivision of the State of Florida, (hereinafter referred to as "LYNX"), both of which are jointly referred to herein as "Parties";

WITNESSETH:

**WHEREAS**, on May 8, 2014, FDOT and LYNX entered into that certain interlocal agreement between them regarding SunRail and LYNX operations ("Interlocal Agreement"); and

**WHEREAS**, LYNX and FDOT desire to extend for a one year period beyond its current expiration date;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the Parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

The Interlocal Agreement is hereby extended for a period of one (1) year beyond its current expiration date. All terms and conditions thereof, except as modified hereby, remain in full force and effect through this period of extension.

IN WITNESS WHEREOF, LYNX and the FDOT have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Edward Johnson  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Nicola Liquori  
SunRail Chief Executive Officer

Reviewed:

Reviewed:

\_\_\_\_\_  
Local Government Attorney

\_\_\_\_\_  
District Counsel

Consent Agenda Item #7.C. xi

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
CRAIG CHARRETTE  
(Technical Contact)  
Samorea Nelson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Extension of Contracts  
Authorization to Extend the Joint Participation Agreement (JPA) for feeder bus service with the Florida Department of Transportation (FDOT) for Sunrail.

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend and execute a Public Transportation Supplemental Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for the feeder bus service providing access to SunRail stations through September 30, 2018, and to authorize the Chair to execute Resolution 17-007. The current agreement expires September 30, 2017.

**BACKGROUND:**

At the April 11, 2014 Board meeting, LYNX staff and its counsel discussed with Board members the concerns and recommended signing a short term agreement allowing for future resolution of the disagreements with FDOT. Authorization was given by the Board to negotiate and enter into a JPA with FDOT.

The initial JPA was signed by both parties with a termination date of April 28, 2014. A supplemental JPA was signed August 27, 2014 extending the JPA through September 30, 2015. Another supplemental JPA was signed September 15, 2015 extending the JPA through September 30, 2016. A third supplemental JPA was signed extending the agreement through September 2017; in addition, LYNX is working with FDOT to increase the service hours of Link 208 Kissimmee/ SunRail feeder line due to the construction on the Florida Turnpike, so as to deliver service to SunRail meeting scheduled train times for LYNX's passengers.

# LYNX Board Agenda

The following are the proposed SunRail Feeder Bus Service Hours:

<b>LYNX Direct Routes</b>	<b>Annual Hours</b>
Link 34	5,113.04
Link 45	3,943.46
Link 1	679.42
Link 111	3,832.30
Link 11	49.61
Link 42	2,057.43
Link 436 N/S (41)	2,479.62
Link 46E	(550.22)
Link 46W	(4,550.59)
Link 9	(266.24)
Link 14	(739.84)
Link 23	(67.07)
Link 18	495.12
	<b>Subtotal 12,476.04</b>
<b>Old Mears Route (New LYNX Route)</b>	
Link 208 (currently 2,816)	4,318.00
	<b>Subtotal 16,794.04</b>
Running Time Adjustments	760.18
<b>Total Hours</b>	<b>17,554.22</b>

A copy of the proposed JPA is attached. To the extent there are any changes to the JPA, LYNX staff will negotiate those changes if those changes are not materially adverse to LYNX. This will allow the Chief Executive or designee to enter the JPA without further Board approval.

**FISCAL IMPACT:**

LYNX staff included anticipated funding from FDOT in the amount of \$1,029,359 and \$1,113,755, in the FY2017 Amended Operating Budget and the FY2018 Preliminary Operating Budget, respectively, to support the SunRail feeder service.



**CFRTA RESOLUTION 17-007**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
(d.b.a. LYNX): AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE A  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT  
OF TRANSPORTATION (FDOT) FOR SUNRAIL FEEDER BUS SERVICE DEVELOPMENT  
GRANT PROJECT**

**WHEREAS**, there is a Public Transit Service Development Program which shall be administered by the Florida Department of Transportation (FDOT) and the grant funds will provide initial funding for new or innovative technique or services to improve or expand public transit;

**WHEREAS**, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY2015-24 which has been submitted to FDOT in August 2014 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program;

**WHEREAS**, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the submission of service development grant application and execution of future Joint Participation Agreement with the Florida Department of Transportation.

**WHEREAS**, this BOARD has the authority to authorize the execution of the Joint Participation Agreement.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The BOARD has the authority to authorize the execution of service development grant supplemental funding with the Florida Department of Transportation for SunRail Feeder Bus service.
2. **The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Department of Transportation.**
3. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation for any awarded service development project(s) under this solicitation.
4. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the application or subsequent agreements.
5. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 16-006  
APPROVING THE EXECUTION OF SUPPLEMENTAL FUNDING FOR SUNRAIL FEEDER BUS  
SERVICE DEVELOPMENT GRANT PROJECT WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION**

**APPROVED AND ADOPTED** this 27<sup>d</sup> day of July 2017, by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

Attest:

\_\_\_\_\_  
Assistant Secretary

**PUBLIC TRANSPORTATION****SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT****Number 4**

Financial Project No(s): 433166-1-84-01  (item-segment-phase-sequence) Contract No.: <u>ARD60</u>	Fund: <u>DPTO</u> Function: <u>215</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Category: <u>088774</u> Object Code: <u>751000</u> Org. Code: <u>55310000933</u> Vendor No.: <u>F592-982-959-005</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u> CFDA Title: <u>N/A</u>	Catalog of State Financial Assistance Number: <u>55.012</u> CSFA Title: <u>Public Transportation Service Development Program</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and The Central Florida Regional Transportation Authority d/b/a/ LYNX 455 North Garland Avenue, Orlando, FL 32801 hereinafter referred to as Agency.

**WITNESSETH:**

WHEREAS, the Department and the Agency heretofore on the 11th day of April 2014, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$4,684,420.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended to continue to provide State Public Transportation Service Development Program Grant funding for eligible transit operating assistance for new service and extensions of existing fixed route services that serve as SunRail Feeder bus routes. Further detail is provided in exhibit A of this supplemental agreement.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased/  decreased by \$1,206,677.00  
bringing the revised total cost of the project to \$4,684,420.00.

Paragraph 4.00 of said Agreement is  increased/  decreased by \$1,206,677.00  
bringing the Department's revised total cost of the project to \$4,684,420.00.

**3.00 Amended Exhibits:**

Exhibit(s) A, B, D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 16.00 of said Agreement September 30th, 2018

**5.00 E-Verify**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

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

433166-1-84-01

Financial Project No(s)

Contract No. ARD60

Agreement Date \_\_\_\_\_, \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated April 11th, 2014 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

The Central Florida Regional Transportation Authority d/ b/a/ LYNX

AGENCY NAME

FDOT

See attached Encumbrance Form for date of Funding Approval by Comptroller

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Richard B. Morrow, P.E.  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
D5 Director of Transportation Development  
TITLE

433166-1-84-01

Financial Project No(s)

Contract No. ARD60

Agreement Date \_\_\_\_\_,

**ATTACHMENT "A"  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and The Central Florida Regional Transportation Authority d/b/a/ LYNX 455 North Garland Avenue, Orlando, FL 32801

dated \_\_\_\_\_.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

I. Project Cost:	As Approved	As Amended	Net Change
	\$3,477,743.00	\$4,684,420.00	\$1,206,677.00
Total Project Cost	\$3,477,743.00	\$4,684,420.00	\$1,206,677.00
II. Fund Participation:	As Approved	As Amended	Net Change
Department:	\$3,477,743.00	\$4,684,420.00	\$1,206,677.00
Agency:	\$0.00	\$0.00	\$0.00
Total Project Cost	\$3,477,743.00	\$4,684,420.00	\$1,206,677.00

Comments:

**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Central Florida Regional Transportation Authority, d/b/a LYNX dated \_\_\_\_\_.

**PROJECT LOCATION:**

**LYNX, Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, FL 32807**

**Edward Johnson,  
Chief Executive Officer  
407-841-6017**

**PROJECT DESCRIPTION:**

The purpose of this project is to provide State Service Development grant funding for eligible transit operating assistance for new service and extension of fixed route services that will serve as feeder bus service to the SunRail commuter rail service. Feeder bus service will be operated during weekdays excluding holidays (which shall be defined to include New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), Monday through Friday to assure that said service will meet six inbound trains in the AM peak hours and six outbound trains in the PM peak hours. Times will vary by station. This project will be state funded for one year and will be supplemented yearly for six additional years. Consistent with Exhibit "B" hereto ("Project Budget") the funding provided for herein is a maximum Department participation of \$1,206,677.00. Supplemental funds are to be used for reimbursement for an additional estimated 17,554.218 hours. The Agency will operate the service at a rate of \$68.74 per hour ("Systemwide Hourly Rate") through the end of LYNX' Fiscal Year ending September 30, 2017. The Systemwide Hourly Rate will be automatically adjusted each year to be effective on October 1<sup>st</sup> of each year to a rate established through use of the Regional Model Calculation, as finally approved by the LYNX Board. The Agency will provide service as follows:

- Link 34 will directly serve the Sanford SunRail Station and will be rerouted along South French Ave and State Road 46 between Seminole Centre and Sanford Station and will increase service in the peak period to 30 minutes.
- Link 45 will directly serve the Lake Mary SunRail Station, will operate existing route between Seminole Centre and Seminole State College, and will increase peak period service to 30 minutes.

- Link 1 will extend from the Webster and Denning transfer center to the Winter Park SunRail Station via Denning, Morse, New York and New England during peak periods.
- Link 9 will extend from the Webster and Denning transfer center to the Winter Park SunRail Station via Denning, Morse, New York, and New England during peak periods.
- Link 111 will extend the route (eastbound and westbound trips) to serve the Sand Lake Road SunRail Station via South Orange Avenue and will add 30 minute peak period service.
- Link 11 will extend the route (northbound and southbound trips) from South Orange Avenue to connect to the Sand Lake Road SunRail Station during peak periods.
- Link 42 will extend the route (eastbound and westbound trips) to connect to the Sand Lake Road SunRail Station via South Orange Avenue during peak periods.
- Link 208 will be a new limited stop peak period express service from the Kissimmee Intermodal Terminal to the Sand Lake Road SunRail Station. The route alignment will utilize SR 528 and the Florida Turnpike and will run every 60 minutes.
- Link 46E and Link 46W will eliminate existing service on South French Avenue.
- Link 436N (which is part of the old Link 41 which has been split) will directly extend to the Altamonte Springs SunRail Station from SR 436A, and will provide 30 minute service throughout the day.
- Link 14 will extend from the Webster and Denning transfer center to the Winter Park SunRail Station via Denning, Fairbanks, New York and Webster and will run every 60 minutes during peak periods.
- Link 18 will directly serve the Sand Lake SunRail Station, will operate on an existing route between the Lynx Central Station and the Kissimmee Intermodal Terminal, and will provide 60 minute service to the Sand Lake SunRail Station during the peak periods and along Orange Avenue during the rest of the day.
- Link 23 will extend from the Webster and Denning transfer center to the Winter Park SunRail Station via Denning, Fairbanks, New York and Webster and will run every 60 minutes during peak periods.

#### **SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Management Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

#### **SPECIAL CONSIDERATIONS BY DEPARTMENT:**

This agreement is contingent on the following items:

1. LYNX signing an Interlocal Agreement with FDOT regarding the Smart Card System as a method of cashless fare collection on the LYNX fixed route services and paratransit services,



the FDOT SunRail commuter rail service, and for patron transfer among the Parties transportation systems to be signed at the same time that this agreement will be signed.

2. The unit cost that will be used in this Agreement to determine the amount of State Service Development Grant funding for the SunRail Feeder bus will be the same as that used by LYNX to estimate costs for each of its funding partners (City of Orlando, Osceola County, Orange County and Seminole County). The rate is a net, fully allocated cost to operate fixed route services, which is based on a regional model that is updated annually.

a. This JPA is for transit operating assistance. FDOT has completed the capital commitment for the purchase of feeder buses for phase I and II south only through a different JPA using TRIP funds and is therefore not subject to pay for the \$2.00 per hour capital cost. Nothing herein shall be construed to be a commitment for capital funding for feeder buses now or in the future. No capital costs can or will be reimbursed pursuant to the terms of this agreement.

b. Consistent with Exhibit "B" hereto, the Department will fund up to 100% of the net fully allocated per hour project cost which is the total project cost minus the farebox revenue.

3. Future gross and net costs will be set by that year's current and mutually agreed upon regional model.

4. FDOT will be billed for ACTUAL costs by LYNX. However, FDOT clearly specifies the intended level of service and associated hours as contained in Exhibit B and stipulates that costs will not exceed the estimated costs unless agreed to by both LYNX and FDOT.

5. The term of this Agreement is extended through September 30, 2018. The intent of the parties hereto is to negotiate and to enter into a Supplemental PT JPA yearly that will reflect the then current audited Systemwide Hourly Rate, adjusted service hours and routes that will be paid for by FDOT. The parties may, but are not obligated to, also adjust the term of this agreement to reflect a different fiscal year for the Agreement. At the end of each yearly period, the parties will repeat the process described above to enter into a new Supplemental Agreement each year to adjust the audited Systemwide Hourly Rate, the service hours and the routes, although this Project will not be funded for longer than seven years.

6. The Department reserves the right to request elimination of service of underperforming bus routes funded in this agreement upon review of monthly ridership. The Department will notify the Agency of the request to eliminate service in writing at which time the Agency will begin their required process to eliminate service. In the event service is eliminated, funds previously used for the eliminated service will be used on the other services being funded within this agreement.

**EXHIBIT "B"  
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the Central Florida Regional Transportation Authority, d/b/a LYNX dated \_\_\_\_\_.

I. PROJECT COST Supplement 4:  
17,554.218 hours x \$68.74 rate = \$1,206,677

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TOTAL PROJECT COST: \$1,206,677

II. PARTICIPATION:

Maximum Federal Participation  
 FTA, FAA ( % ) or \$  
 Agency Participation  
 In-Kind ( % ) \$  
 Cash ( % ) \$  
 Other ( % ) \$

Maximum Department Participation,  
 Primary  
~~(DS)~~~~(DDR)~~~~(DIM)~~~~(PORT)~~~~(DPTO)~~~~(DIS)~~ (100%) or \$1,206,677  
 Federal Reimbursable (DU)(FRA)(DFTA) ( % ) or \$  
 Local Reimbursable (DL) ( % ) or \$

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TOTAL PROJECT COST \$1,206,677

\* The Department will fund up to 100% of the net project cost which is the total project cost minus the farebox.

FM# 433166-1-84-01	DPTO	\$1,206,677
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## EXHIBIT "D"

**STATE AGENCY:** Florida Department of Transportation

**CSFA #:** 55.012

**TITLE:** Public Transit Service Development Program

**AMOUNT:** \$1,206,677.00

### COMPLIANCE REQUIREMENTS

**Allowed Activities:**

Public Transportation Service Development projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies, the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit groups.

Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Public Transportation Service Development Program.

**Allowed Costs:**

Public Transportation Service Development Project funds are selectively applied in the following functional areas and subject to specified times of duration:

Improving system operations, including but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to 7 years.

**Matching:**

FDOT is authorized to fund up to 100 percent of the capital and net operating costs of Transit Service Development Projects that are regional in scope and that will improve system efficiencies, ridership, or revenue.

**Compliance Requirements Applicable to the State Resources Awarded Pursuant to This Agreement are as follows:**

The recipient of Public Transit Service Development Program funding must comply with the statutory requirements in 341.051 Florida Statutes.

For local projects, the financial responsibilities shall include at least a breakdown of federal funds, fares, other sources of income (including contract and charter income), and proposed state financial participation. District Offices may propose that the state share be any percentage of the eligible net operating and capital cost of the project negotiated with the local recipient. To calculate maximum state funding for a local service development project, first subtract from the total project cost any federal funds, fares, contract revenues or Transportation Disadvantaged

funds, etc. to determine the net project cost. The Department may then provide up to one-half of the net project cost, but no more than the amount of funding committed by the local project sponsor. Any proposed state participation of more than 50% of the net project cost shall be for projects of statewide significance. Include a narrative on the statewide implications for any project proposed for more than 50% participation by the State.

**Consent Agenda Item #7.D. i**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
LEONARD ANTMANN  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Miscellaneous  
**Authorization to Issue a Purchase Order in the Amount of \$59,400 to nMomentum for LYNX' Mobile Fare Payment Program Support**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order in the amount of \$59,400 to nMomentum piggy backing on a contract with Nashville MTA for support of the Mobile Fare Payment System (MFPS) Program.

**BACKGROUND:**

The MFPS is very complex and has the potential to experience numerous challenges making it important to enlist the services of a qualified consultant experienced in mobile fare payment technologies and implementation processes to provide assistance in development of advertisement functional requirements, evaluation assistance and project management activities.

January 28, 2016 the LYNX Board of Directors authorized the Issuance of a Purchase Order in the amount of \$271,920 to Tribridge Holdings, LLC to provide the services of their Certified DBE partner nMomentum for the support of the MFPS Program. The initial Purchase Order was to provide support for a twelve (12) month period.

July 28, 2016 the LYNX Board of Directors authorized the release of a Request for Proposal (RFP) for Mobile Ticketing. Responses to the RFP were due back September 16, 2016. Selection of vendors to participate in pilot tests occurred on December 21, 2016. The Source Evaluation Committee (SEC) will analyze, review and rank the results of vendor pilot tests.

May 25, 2017 the LYNX Board of Directors authorized the Issuance of a Purchase Order in the amount of \$67,200 to nMomentum a Certified DBE for the support of the MFPS Program. This additional authorization was to continue support for the MFPS Program for an additional Four

(4) months. The scope of services includes project consulting services, evaluation assistance and project management activities related to piloting and full implementation of the MFPS

As a result of the scores and ordinal ranking, the top two (2) firms (PassportParking, Incorporated and American Eagle.com) were selected to move forward with Step 3, the Pilot demonstration. During the pilot design phase PassportParking, Incorporated withdrew for the solicitation process due to their unwillingness to demonstrate regional and bus-to-bus transfers for pilot purposes either in a live or lab environment.

The SEC met on June 22, 2017 to review and discuss the results of the American Eagle Pilot. An overview of the full project and pilot was provided by LYNX technical advisor, nMomentum, as well as an overview of the survey results. It was determined that American Eagle.com had successfully demonstrated the functionality of their Mobile Payment Systems application in the pilot and lab environment. This, coupled with the positive feedback received from the general public, led the SEC to make the recommendation that LYNX move forward with taking the recommendation to the board for an award to American Eagle.

LYNX is currently utilizing nMomentum a Certified DBE partner of Tribridge Holdings LLC, for Fare Collection Program (FCP) support and to service the needs of the MFPS Program. This additional authorization is to continue support for the MFPS Program for an additional Three (3) months. LYNX will piggy back on a current contract that Nashville MTA has directly with nMomentum. The scope of services includes project consulting services, evaluation assistance and project management activities related to full implementation of the Fixed Route and Access LYNX including bus-to-bus transfers (Visual Validation). In addition to technical staff services, some of the detailed activities will include:

Task/Activity	nMomentum	LYNX
<p><b>Manage the Mobile Fare Payment Project</b></p>	<ul style="list-style-type: none"> <li>• Resolve and manage issues and escalate as necessary</li> <li>• Ensure that vendor(s) are meeting expectations and that LYNX stakeholders participate at requested levels</li> <li>• Prepare status reports as needed</li> <li>• Conduct regularly scheduled project meetings</li> <li>• Document any change of scope requirements and prepare change order requests as necessary</li> <li>• Manage the project plan timelines</li> <li>• Maintain project records and documentation</li> <li>• Provide progress updates to the Program Sponsor and Stakeholders</li> <li>• Perform scheduled Quality Reviews</li> <li>• Conduct readiness assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in the resolution and as necessary, escalation of issues</li> <li>• Ensure that LYNX stakeholders participate at requested levels</li> <li>• Participate in regularly scheduled project meetings</li> <li>• Review any change of scope requirements and approve change order requests as necessary</li> <li>• Review project records and documentation</li> <li>• Participate in progress updates to the Program Sponsor and Executive Steering Committee</li> <li>• Participate in scheduled Quality Reviews</li> <li>• Participate in readiness assessments</li> </ul>
<p><b>Project Planning and Initiation of Mobile Payment System project</b></p>	<ul style="list-style-type: none"> <li>• Create the Agenda and facilitate the project Kick-off</li> <li>• Prepare an effective mobile pilot communication plan as a part of the overall Communications Management Plan including:               <ul style="list-style-type: none"> <li>○ Define project meetings</li> <li>○ Define progress reporting</li> </ul> </li> <li>• Finalize Mobile Pilot Project Milestone Schedule with selected vendor</li> <li>• Review vendor project plan/schedule including tasks, timelines and work effort</li> <li>• Create overall mobile pilot project plan</li> <li>• Define and manage roles and responsibilities (LYNX, nMomentum, and vendor)</li> <li>• Establish Testing Strategy/Plan</li> <li>• Establish a quality assurance plan</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare logistics for the Project from a facility, systems access etc.</li> <li>• Contribute to, review and approve the Project Milestone, Schedule, tasks</li> <li>• Participate in quality plan development</li> <li>• Finalize LYNX project team assignments and identify subject matter experts (SMEs) where needed</li> <li>• Jointly facilitate the Kick-off Meeting, with participation of the project team</li> </ul>

# LYNX Board Agenda

Task/Activity	nMomentum	LYNX
<p><b>Design Reviews for Mobile Pilot</b></p> <ul style="list-style-type: none"> <li>• <b>Conceptual Design Review (CDR)</b></li> <li>• <b>Detailed Design Review (DDR)</b></li> <li>• <b>Final Design Review (FDR)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Conduct design reviews with vendor(s)</li> <li>• Review design documents</li> <li>• Provide technical and functional expertise's during design sessions.</li> <li>• Design management of customer facing app</li> <li>• Design management of customer web portal</li> <li>• Design Management of Customer Service portal</li> <li>• Design and discuss back-office reports required for pilot</li> <li>• Establish payment processing processes (payment gateway) with vendor</li> <li>• Categorize back office requirements (technical and functional)</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in design sessions</li> <li>• Review design review documents</li> <li>• Approve or Reject design documents</li> </ul>



Task/Activity	nMomentum	LYNX
<p><b>Configure/Test/Acceptance of Mobile Payment Systems</b></p>	<ul style="list-style-type: none"> <li>• Review vendor developed technical and functional test scripts and expected results</li> <li>• Address vendor inquiries related to setup that may arise during configuration</li> <li>• Review back office reporting</li> <li>• Review vendor configure of system based on design reviews and testing results</li> <li>• Monitor technical and functional test scripts and validate configuration against the intent of the design</li> <li>• Quality Assurance strategy - to be applied to all aspects of the project including, but not limited to:               <ul style="list-style-type: none"> <li>○ Project planning and execution</li> <li>○ Software installation and configuration</li> <li>○ Development</li> <li>○ Documentation</li> <li>○ Software change control</li> <li>○ Data validation</li> <li>○ Testing</li> <li>○ Training</li> <li>○ Go-live</li> </ul> </li> <li>• Identify and document issues - monitor vendor progress until issues are resolved</li> <li>• Assist with “Test, Refine, and Retest”</li> <li>• Develop acceptance criteria for project</li> <li>• Perform final testing and validation before go-live.</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in addressing vendor inquiries related to setup that may arise during configuration</li> <li>• Approve or reject results of testing</li> <li>• Participate in development of test scripts and acceptance criteria</li> <li>• Participate in the monitoring or technical and functional tests.</li> </ul>

# LYNX Board Agenda

Task/Activity	nMomentum	LYNX
<b>Mobile Payment System Go-Live</b>	<ul style="list-style-type: none"> <li>Finalize the Go-live Strategy</li> <li>Coordinate technical call center setup for management and resolution of customer issues management</li> <li>Validate go-live process including but not limited to data validation, security, process, timing, etc.</li> <li>Plan and Conduct Readiness Meetings with all stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>Participate in go-live strategy</li> <li>Validate user acceptance test.</li> <li>Participate in Readiness meeting</li> <li>Provide necessary project go-live support</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>Review vendor training plan</li> <li>Assist with training activities</li> <li>Support the training department to ensure deliver of training in each functional area</li> <li>Finalize Training Plans with LYNX and vendor (Who, What, When, and How)</li> <li>Develop training curriculum and schedule training classes</li> <li>Review end user training materials from vendor to ensure adequate training is being provided to user groups.</li> <li>Review Train-the Trainer Materials from vendor to ensure adequate levels of information being is provide to support the initiatives</li> <li>Coordinate activities with LYNX and vendor to Execute End User Training</li> </ul>	<ul style="list-style-type: none"> <li>Finalize Training Plans (Who, What, When, and How)</li> <li>Assist with end user training material</li> <li>Assist with end user training</li> <li>Attend Train-the Trainer training</li> <li>Ensure appropriate staff availability for End User Training (e.g. operators, customer service personal, operations, maintenance, IT etc.)</li> </ul>
<b>Implementation Planning</b>	<ul style="list-style-type: none"> <li>Assist vendor with the development of the implementation plan.</li> <li>Address vendor inquiries related to implementation of fare collection system (Back office, equipment etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Assist in addressing vendor inquiries related to implementation activities.</li> <li>Review implementation plan</li> </ul>

# LYNX Board Agenda

Task/Activity	nMomentum	LYNX
<b>Data Migration/ Consolidation Planning</b>	<ul style="list-style-type: none"> <li>• Develop migration plan                             <ul style="list-style-type: none"> <li>○ Current fare systems data consolidated reporting with Mobile Payment System Data</li> <li>○ Current fare collection data process to future process</li> </ul> </li> <li>• Assist vendor with data consolidation/data warehousing implementation and design (Current system with future system)</li> <li>• Oversight over migration activities</li> </ul>	<ul style="list-style-type: none"> <li>• Review data migration plan</li> <li>• Assist with any data consolidation reviews and migration activities</li> <li>• Identify which data needs to be migrated into future Mobile Payment System</li> </ul>
<b>Marketing</b>	<ul style="list-style-type: none"> <li>• Assist the Marketing department with coordination of signage, branding and public messaging</li> </ul>	<ul style="list-style-type: none"> <li>• Lead activities for developing signage, branding and public messages for Mobile Payment System</li> </ul>
<b>Project Closure</b>	<ul style="list-style-type: none"> <li>• Oversight for project closure activities.</li> <li>• Support users with questions and issues</li> <li>• Create and complete project closeout punch list</li> <li>• Identify issues and optimization opportunities discovered during implementation process</li> <li>• Ensure vendor has provided updated CDRLs (all system and user documentation)</li> </ul>	<ul style="list-style-type: none"> <li>• Identify issues, review and approve resolutions</li> <li>• Contribute to closeout punch list, review and approve completion of items on the list</li> <li>• Participate in various acceptance and project meetings</li> <li>• Attend closeout meeting</li> </ul>

**FISCAL IMPACT:**

LYNX staff included \$1,273,400 in the FY2017 Amended Capital Budget for Mobile Ticketing of which \$112,520 is obligated.

Consent Agenda Item #7.D. ii

**To:** LYNX Board of Directors

**From:** **Albert Francis**  
CHIEF FINANCIAL OFFICER  
**Matthew Friedman**  
(Technical Contact)  
**Blanche Sherman**  
(Technical Contact)  
**Desna Hunte**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
**Authorization to Approve an Interlocal Agreement with the University of Central Florida (UCF) to Provide Bus Wrap and Body Shop Services for the Campus Fleet.**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve an interlocal agreement with the University of Central Florida (UCF) to provide bus wrap and body shop services for the campus fleet.

**BACKGROUND:**

UCF and its contractors operate an on-campus and off-campus shuttle bus service for UCF students, faculty and staff members through its Parking and Transportation department. The buses utilized for this service are in need of replacement vinyl bus wraps and in certain cases, auto-body services. This agreement states LYNX will provide UCF, on an as-requested basis, with removal and replacement of existing vinyl bus wraps and auto body services including repairs, sanding, parts replacement and painting. UCF currently has approximately 52 vehicles of various sizes in its fleet. The desire is to have all buses wrapped by the end of the calendar year. However, they would like to have as many buses as possible completed prior to the beginning of the fall semester. It is easier to facilitate this process during the summer when the demand for their shuttle services is not as great. It also works in our current work schedule to start the process as soon as possible. We will wrap as many buses as we can during that time, knowing that our business takes priority. Our body shop is confident that they can fit this engagement into our existing work schedules in a realistic time frame and complete all the wraps prior to the end of the calendar year.

# LYNX Board Agenda

There are several types of vehicles which each have a different price component as listed below:

El Dorado	\$4,424
Cutaway	\$3,250
Charter	\$7,240
New Flyer	To be negotiated.

The price to wrap the New Flyer buses is still being determined, but UCF is fine with agreeing on that price at a later time. Additionally, auto body services will be \$34 per hour, per employee, plus the cost of all parts and materials at LYNX' cost to acquire. It is the intent to wrap at least 42 buses immediately at a projected cost of approximately \$190,000.

**FISCAL IMPACT:**

Due to the timing of when the buses will be wrapped, this contract will span two different fiscal years. LYNX will propose an adjustment to the FY17 budget once it is determined how many buses can be wrapped by the end of September. The remaining amount will be adjusted in the FY18 budget. Because the bulk of the cost is a pass through, the cost of the wraps from Direct Media, the only portion of this arrangement that will affect the LYNX bottom line, is the cost of labor which has already been budgeted in both years. Since they will be reimbursing us for this effort, this portion basically represents additional income to LYNX. The body shop feels confident that they can schedule this additional work within their current staffing. Thus the total impact of the \$190,000 will be spread over both fiscal years and only enhance projected income.

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INTERLOCAL AGREEMENT  
(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)  
By and between

**University of Central Florida**

**and**

**Central Florida Regional Transportation Authority (d/b/a LYNX)**

**Relating to Bus Wraps and Auto-Body Services**

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## INTERLOCAL AGREEMENT

### RELATING TO BUS WRAPS AND AUTO-BODY WORK

**THIS INTERLOCAL AGREEMENT** (the "Agreement"), made in the County of Orange, State of Florida, effective as of \_\_\_\_\_, 2017, is entered into by and between UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, a body politic, created by Title XLVIII, Chapter 1001.72, Florida Statutes ("UCF"), having an address of 4000 Central Florida Parkway, Orlando Florida, 32816, and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes ("LYNX"), whose principal address is 455 North Garland Avenue, Orlando, Florida 32801.

#### WITNESSETH

**WHEREAS**, UCF and its contractors operate an on-campus and off-campus shuttle bus service for UCF students, faculty, and staff members through its Parking and Transportation department (the "UCF Shuttle Service");

**WHEREAS**, the buses utilized for the UCF Shuttle Service ("UCF Buses") are in need of replacement vinyl bus wraps and, in certain cases, auto-body services;

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

**WHEREAS**, in connection with the operation of its Public Transportation system, LYNX possesses the resources to apply vinyl wraps and undertake auto-body services; and

**WHEREAS**, this Agreement is made and entered into by the County and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities".

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

**Section 1. Services.** LYNX agrees to provide the following services (the "Services") to UCF on an as-requested basis and as specified in an accepted purchase order or task order:

- (i) Removal and replacement of existing vinyl bus wraps on UCF Buses.
- (ii) Auto-body services, including, without limitation, dent repair, sanding, parts replacement and painting.

All Services will be provided in a professional manner, in accordance with industry standards and in compliance with all applicable laws, regulations and ordinances. LYNX will be responsible for providing all labor, materials, equipment, tools, supplies and incidentals necessary to perform the Services.

**Section 2.** Purchase Order. UCF will deliver to LYNX a purchase order or task order identifying the specific Services that it desires to be performed by LYNX. LYNX will not proceed with providing any Services with respect to particular UCF Buses until it receives such a purchase order or task order. If, in the course of providing Services, LYNX determines that additional services are needed (for example, if after removing existing vinyl wraps LYNX determines that a UCF Bus requires paint), LYNX will promptly notify UCF of such additional Services required and commence providing such Services after receiving approval from UCF.

**Section 3.** Delivery of Buses. All buses for which Services are requested will be delivered to and picked up by UCF at the LYNX Operations Center located at: [●].

**Section 4.** Compensation.

(a) In consideration of providing the Services, UCF agrees to pay LYNX the following amounts:

(i) With respect to removal and replacement vinyl bus wraps: \$4,424 for each El Dorado; \$3,250 for each Cutaway, \$7,240 for each Motor Coach, and \$ \_\_\_\_\_ for each New Flyer. Such prices are inclusive of all printing and shipping costs.

(ii) With respect to auto-body services: \$34.00 USD per hour, per employee, plus the cost of all parts and materials. Parts and materials will be charged at LYNX's cost to acquire same; provided, however, that if parts or materials are acquired in quantities greater than those required for a particular project, LYNX will, in good faith, determine the cost of such parts or materials by estimating the quantity of such parts or materials used for a particular project and multiplying that quantity by a fraction, the numerator of which is the quantity of parts or supplies purchased and the denominator of which is the price per quantity of such parts or supplies purchased.

(b) LYNX will invoice UCF Invoicing for Services on a monthly basis. The invoice will be sent to UCF at: [●], or such other address as may be specified in writing by UCF from time to time. Invoices will be paid by UCF within thirty (30) days of receipt thereof. Payment to LYNX will be made to: Central Florida Regional Transportation Authority, Accounts Receivable, 455 North Garland Avenue, Orlando, Florida 32801, or such other address as may be specified in writing by LYNX from time to time.

**Section 5.** Term. Subject to the termination rights under Section 5, the term of this Agreement (the "Term") shall be for a period of one year commencing on the date hereof.

**Section 6.** Termination of Agreement.

(a) For Cause. If either party (the "Breaching Party") fails to fulfill any material covenant, term or condition under this Agreement, the other party (the "Non-Breaching Party") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which termination shall be effective upon the Breaching Party receiving a written notice from the Non-Breaching Party to that effect or upon such other date as specified in the notice.

(b) For Convenience. Either party may terminate this Agreement at any time upon giving notice to the other party to that effect with such termination being effective as of thirty (30) days



following receipt of written notice of such termination or such later period as specified in the notice of termination.

**Section 7.** Independent Contractor. LYNX is acting as an independent contractor and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties. In addition, nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement.

**Section 8.** Amendments. This Agreement may be amended only through a written document executed by the parties hereto.

**Section 9.** Jurisdiction and Venue. In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, the exclusive jurisdiction and venue for such legal action shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

**Section 10.** Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 11.** Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and shall remain in full force and effect.

**Section 12.** Waiver. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 13.** Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

**Section 14.** Construction. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**Section 15.** Signatory. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the terms and conditions of this Agreement as stated.

**Section 16.** Notices. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to UCF: Curt Sawyer  
Associate Vice President Administrative Affairs  
University Of Central Florida  
4365 Andromeda Loop  
Orlando, Florida 32816

With copy to: Jordan Clark  
Associate General Counsel  
University Of Central Florida  
4365 Andromeda Loop  
Orlando, Florida 32816

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Chief Executive Officer

With a copy to: Akerman LLP  
420 South Orange Avenue, Suite 1200 (32801)  
Post Office Box 321  
Orlando, Florida 32802-0321  
Attn: Patrick T. Christiansen, Esq.

**Section 17.** Assignability. Neither party shall assign, convey, or transfer its interests in this Agreement without the prior written consent of the other party, which the other party may grant or withhold at its discretion. However, any merger by either party into a different governmental agency or any substitution of such party by a different governmental agency shall not require the other party's prior written consent.

**Section 18.** Binding Agreement. This Agreement is binding upon the parties and shall inure to their successors or assigns.

**Section 19.** Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

**Section 20.** No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

**Section 21.** 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 UCF 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 UCF or LYNX hereunder.

**Section 22.** Sovereign Immunity. Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing

contained in this Agreement shall constitute a waiver by either party of such principles, and each party retains its rights under sovereign immunity.

**Section 23.** Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede all previous discussions, understandings, and agreements.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first set forth above.

UNIVERSITY OF CENTRAL FLORIDA

***Grant J. Heston***

By: ~~Signed: Monday, July 10, 2017~~

Name: Grant Heston

Title: Vice President for Communications and Marketing

Attest:

***Patrick J Burt***

By: ~~Signed: Monday, July 10, 2017~~

Name: Patrick Burt

Title: Assistant Vice President for Marketing

[Signatures continue on following page]

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

Attest:

By: \_\_\_\_\_  
Name:  
Title:

This Agreement is approved as to form  
for reliance only by LYNX and for no  
other person and for no other purpose.

Akerman LLP, Counsel for LYNX

By: \_\_\_\_\_  
Name:  
Title:

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: Donna Tefertiller  
DIRECTOR OF HUMAN RESOURCES  
Brian Anderson  
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Miscellaneous  
Authorization to Piggyback on Orange County's Contract with Cigna for Medical and Stop Loss Insurance.

Date: 7/27/2017

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Piggyback on Orange County's contract with Cigna for Medical and Stop Loss insurance.

**BACKGROUND:**

In 2011, The Board authorized LYNX to break off from Orange County's Health Benefit plan. Effective January 1, 2012, LYNX contracted with Blue Cross Blue Shield through a Broker. Since then, LYNX has changed carriers, plan designs, and most recently became self-insured. In preparation for FY 2018 budget and in an attempt to reduce health care costs related to benefits, LYNX asked Orange County's consultants Robinson-Bush to review LYNX Medical Plan and identify any areas of improvement. As a result of the review, Robinson-Bush has made the following recommendations:

1. Piggyback with Orange County Government (OCG) on their Health Plan Agreement with Cigna. The following cost savings are a result of reduced Administrative Fees, lower Stop Loss Insurance Premiums, Pharmacy Guarantees, and reduced costs for consulting.
  - a. Savings on Administrative Fees \$202,600
  - b. Savings on Stop Loss Insurance Premiums \$163,800
  - c. Savings on Improved Pharmacy Guarantees \$113,400
  - d. Cost for Consulting (\$90,000)
  - e. Savings Impact by Adopting the OCG Agreement \$389,800

This would leave current plan design the same for employees for the next enrollment period and would have a net savings to the agency of approximately \$389,800 in FY18 - 19.

2. Plan design recommendations: Eliminate the high deductible health plans and Health Savings Account funding and replace with a traditional health plan with the same minimum value. Offer an HMO and a PPO plan. The changes in design for year one may not be cost neutral but should help contain the rising healthcare costs and be offset by anticipated savings listed above. LYNX is still evaluating this recommendation.
3. Implement condition specific wellness initiatives related to the plan designs for employees that are tied to areas of claims concerns. LYNX is still evaluating this recommendation and potential cost savings.

### **FISCAL IMPACT:**

LYNX staff included \$10,590,076 in the FY2017 Amended Operating Budget for Healthcare expenses. The FY2018 Preliminary Operating Budget includes \$12,284,525 for Healthcare expenses.

Since the potential savings would span two fiscal years, FY2018 and FY2019, LYNX will only incorporate approximately \$300,000 of the savings in the FY2018 preliminary Operating Budget.

Also, the Cobra & Flexible Spending Account (FSA) Fees in the amount of \$6,000 annually and Claims Audit Fees in the Amount of \$44,000 incurred every 2- 3 Years were previously paid by the broker and will now be a LYNX expense.

Consent Agenda Item #7.D. iv

**To:** LYNX Board of Directors

**From:** Tomika Monterville  
DIRECTOR OF PLAN & DEVELOP  
BRUCE DETWEILER  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Miscellaneous  
Authorization to Extend Bus Service Agreement with the University of Central Florida (UCF) for KnightLYNX Services.

**Date:** 7/27/2017

---

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to renew the existing service agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) in a not-to-exceed amount of \$40,228 for late evening and weekend bus service, known as KnightLYNX. The agreement is fully funded by UCF and is for a period from July 1, 2017 through December 31, 2017.

**BACKGROUND:**

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

That new service, known currently as the KnightLYNX Blue Line and the KnightLYNX Green Line, was embraced by the UCF community and soon after the initial KnightLYNX service began, the UCF SGA requested expanded service. In response to that request, the KnightLYNX Red Line was established in February 2013 to provide a safe, reliable and consistent transportation alternative between the UCF community and the Downtown Orlando entertainment districts. In October 2016, UCF SGA requested changes to KnightLYNX service in the form of a reduction of service on the KnightLYNX Blue and Green Lines. In December 2016, another change was requested which resulted in the elimination of the KnightLYNX Green Line and a change in the downtown routing of the KnightLYNX Red Line.

Current service includes two fixed routes:



## LYNX Board Agenda

1. UCF KnightLYNX Blue Line (Link 210) is a clockwise running circulator serving the UCF Arena, UCF Recreation & Wellness Center, Waterford Lakes Town Center, and other points of interest south of campus. The service runs on Friday and Saturday evenings from 6:00 pm to 12:10 am.
2. UCF KnightLYNX Red Line (Link 212) is a fixed route operating between the UCF area and downtown Orlando, utilizing SR 408. The service runs Friday and Saturday evenings from 9:15 pm to 3:25 am.

For purposes of administrative continuity, the UCF Office of Student Involvement (OSI) has replaced the SGA as the entity providing programmatic guidance for the KnightLYNX service. LYNX is continuously working with OSI to provide outstanding transit service to the UCF community. As UCF continues to grow and expand its education and research mission in Central Florida, LYNX will work with the University to meet their evolving mobility needs.

UCF's OSI has expressed its intent to renew its contract with LYNX for all two existing routes until December 31, 2017. Once the new OSI officers have been elected for the 2017-2018 school year, they will begin negotiation on a new contract with LYNX to begin in January 2018 and run through the remainder of the school year. LYNX planning staff is working with OSI to finalize the scope of services based on UCF's budget considerations. No upward adjustment to the FY2018 operating budget is anticipated as a result of the new agreement.

### **FISCAL IMPACT:**

LYNX staff included \$131,532 in the FY2017 Amended Operating Budget for UCF Contract Service. The FY2018 Preliminary Operating Budget includes \$91,867 for these services through-out the fiscal year.

As mentioned above, the new OSI officers will be working with LYNX staff to negotiate a new contract for January through April 2018 services.

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**BUS SERVICE AGREEMENT**

by and between

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

and

**UNIVERSITY OF CENTRAL FLORIDA, Board of Trustees  
acting on behalf of its OFFICE OF STUDENT INVOLVEMENT  
(the Client)**

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

July 1, 2017

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

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**Schedule of Exhibits**

- Exhibit “A” –KnightLYNX routes**
- Exhibit “B” – Description of Bus Service**
- Exhibit “C” – Schedule of Service Times and Stops**
- Exhibit “D” – Annual Service Costs**

## **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “**Agreement**”) made and entered as of this 1st day of August, 2016, by and between:

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

and

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

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

### **WITNESSETH:**

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

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

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

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

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

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

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

<b><u>Bus Service</u></b>	shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement and on <b><u>Exhibit “B”</u></b> attached hereto. The Bus Service therefore not only includes service actually in the Service Area, but other service outside and which runs to the Service Area.
<b><u>FDOT</u></b>	shall mean the Florida Department of Transportation.
<b><u>Fees</u></b>	shall mean the fees to be paid to LYNX by the Client for providing the Bus Service as set forth and described in Paragraph 5 below.
<b><u>FTA</u></b>	shall mean the Federal Transit Administration.
<b><u>Hourly Cost</u></b>	shall mean an hourly cost of \$ (see exhibit “D”, page 18) to provide Bus Service. The Hourly Cost is inclusive of fuel and administration costs and may be offset by Matching Contributions, when applicable.
<b><u>Matching Contributions</u></b>	shall mean any matching grants, if any, that LYNX may obtain from time to time based upon the KnightLYNX program.
<b><u>Service Area</u></b>	Shall mean the area indicated in Exhibit “A” attached hereto.
<b><u>Service Schedule</u></b>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described on <b><u>Exhibit “C”</u></b> attached hereto.

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

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

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

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

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

- (2) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- (3) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of July 1, 2017 (the “**Commencement Date**”) and shall continue for monthly periods (each, a “**Period**”) until December 31, 2017, or termination by either Party, whichever comes first. Either Party may cause this Agreement to terminate by providing ninety (90) days written notice to the other Party. Notice shall serve to terminate the Agreement as of the start of the next full Period beginning after the ninety (90) day notice period. Notwithstanding the above provision regarding the Term of this Agreement, the obligation of LYNX to provide the Bus Service will be contingent upon timely receiving payment of the Monthly Cost of Bus Service (as hereinafter defined) as set forth in paragraph 5 below.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “C”** is a Service Schedule showing the proposed times, stops and service for the Bus Service. This Service Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the Client, may adjust the Service Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular bus stop provides a safety hazard, then LYNX, in cooperation with the Client, could move that bus stop to a safer location. For this agreement the Schedule of Bus Service is based on Fiscal Years. Link 210 “Blue Line” and Link 212 “Red Line” will operate under FY 2017 Service Schedule from August 1, 2017 to September 30, 2017 and operate under FY 2018 Service Schedule from October 1, 2017 to December 31, 2017.

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

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

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

University of Central Florida Student Government Association  
c/o Richard Phillips in the A&SF Business Office

4000 Central Florida Parkway, Student Union Building Room 215, Orlando Florida, 32816.

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

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

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

(f) **Exhibit "D"** attached hereto contains an initial estimate of the fee for Bus Service should Bus Service continue for a full 12-month period. The estimate of the fee is calculated using monthly costs for service for the FY 2017 Service Schedule and FY 2018 Service Schedule on Links 210 and 212 as outlined in **Exhibit "D."** Notwithstanding the foregoing, the aforementioned estimate is for illustrative purposes only and will not impact the Monthly Cost of Bus Service in any way.

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

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

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

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

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

9. **ACCESS OVER PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Service, most of the Bus Service provided in the Service Area is provided over open and unrestricted

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

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

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

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

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

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

11. **INDEMNIFICATION.** Up to the amount permitted under Florida law, the Client shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the negligence of the Client, or any of its Members, or any of their employees or agents.

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

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

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



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

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

As to LYNX: Bert Francis, Chief Financial Officer  
455 North Garland Avenue  
Orlando, Florida 32801

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

As to the Client University of Central Florida Student Government Assoc.  
4000 Central Florida Blvd  
Student Union Bldg. room 215  
Orlando, Florida 32816  
Attn: Richard Phillips, A&SF Business Office  
Telephone: (407) 823-5548  
Telecopy: (407) 823-6356

with a copy to: W. Scott Cole  
Office of the General Counsel  
4000 Central Florida Blvd  
Millican Hall, Suite 360  
Orlando, FL 32816-0015  
Telephone: (407) 823-2482  
Telecopy: (407) 823-6155

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

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

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

19. **MISCELLANEOUS.**

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

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

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

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

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

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

(g) **Benefits of Service.** The Fee to be paid by the Client to LYNX is net, and shall not be reduced based upon any other funding or benefits that LYNX may be receiving including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total or any collection of bus fares.

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

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

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

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

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

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

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

**[Signatures Begin on Following Page]**

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

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

By: \_\_\_\_\_  
Dr. Sharon Ekern, Associate Vice-President

Dated: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

Dated: \_\_\_\_\_

# EXHIBIT "A"

## KnightLYNX Routes – Service Area

# K N I G H T LYNX

## FRI. & SAT. NIGHTS 6PM TO 3:25 AM

### BLUE LINE (KNIGHTLYNX 210)

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

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

### RED LINE (KNIGHTLYNX 212)

- 1 Knights Plaza (UCF Arena)
- 2 UCF Recreation & Wellness Center
- 3 The Marquee
- 4 The Verge Apts.
- 5 Campus Crossings (Alafaya)
- 6 Pointe at Central Apts.
- 7 The Enclave Apts./Waterford Landing
- 8 Alafaya Village Shopping Center/Colonial Dr.
- 9 South St./Bumby Ave.
- 10 South St./Summerlin Ave.
- 11 Magnolia Ave./Church St. (NB & SB)
- 12 Magnolia Ave./Central Blvd. (NB & SB)
- 13 Magnolia Ave./Washington St. (NB & SB)
- 14 Magnolia Ave./Jefferson St. (NB & SB)
- 15 Livingston St./Magnolia Ave. (EB & WB)
- 16 Livingston St./Orange Ave. (EB & WB)
- 17 LYNX Central Station (Bay R)
- 18 Anderson St./Summerlin Ave.
- 19 Anderson St./Bumby Ave.
- 20 Alafaya Commons (Alafaya Trl. Stop)
- 21 Windmill Point Apts.
- 22 University Place
- 23 Science Dr. (Knight's Landing)
- 24 Boardwalk at Alafaya Trl.
- 25 Mendel Dr.
- 26 University Blvd.
- 27 Gemini Drive North (Sigma Chi)
- 28 Lake Claire/Greek Park Dr.

Red Line service starts at 9:15 p.m. at the UCF Arena and departs every 75 minutes until 11:45 p.m. Return trips begin at 10:42 p.m. The final run leaves Downtown at 2:42 a.m.

### DOWNTOWN ORLANDO



## **EXHIBIT “B”**

### **Description of Bus Service**

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

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

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

**KnightLYNX 212** will originate and terminate at the UCF Arena and operate as fixed route with service to LYNX Central Station in downtown Orlando via Alafaya Trail, State Route 408, South Street, Magnolia Avenue, Livingston Street, and Anderson Street.

**EXHIBIT “C”**

**Schedule of Service Times and Stops**

KnightLYNX will operate on Friday and Saturday nights from 6:00 PM to 3:25 AM. The KnightLYNX schedule will coincide with University of Central Florida student semesters and will not operate during times when school is not in session. The exact dates of operation for KnightLYNX will be determined by the Client at least four (4) weeks prior to the start of the upcoming semester and may be altered with at least three (3) weeks’ notice.

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

**Route 210 Schedule**

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



**Route 212 Schedule**

Pull Out	UCF Arena	Colonial Drive & Alafaya Trl.	South St. & Bumby Ave.	LYNX Central Station (LCS)	Pull In
8:40 PM	9:15PM	9:30	9:42	9:57 PM	
	10:30 PM	10:45	10:57	11:12 PM	
	11:45 PM	12:00 AM	12:12	12:27 AM	12:42 AM

Pull Out	LYNX Central Station (LCS)	South St. & Bumby Ave.	Colonial Drive & Alafaya Trl.	UCF Arena	Pull In
10:27 PM	10:42 PM	10:58	11:10	11:25 PM	
	11:57 PM	12:13	12:25	12:40 AM	
	1:12 AM	1:28	1:40	1:55 AM	
	2:42 AM	2:58	3:10	3:25 AM	4:00 AM

**EXHIBIT "D"**

**Service Costs (FY-17)**

<b>KnightLYNX 210/Blue Line</b>		
Fiscal Year 2017		
Friday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Saturday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Annual		
	Total Hours	137.04
	Total Miles	2966.28
	Operating Cost	\$9,420.13

<b>KnightLYNX 212/Red Line</b>		
Fiscal Year 2017		
Friday		
	Total Hours	9.58
	Total Miles	161.92
	Peak Buses	1.00
Saturday		
	Total Hours	9.58
	Total Miles	161.92
	Peak Buses	1.00
Annual		
	Total Hours	114.96
	Total Miles	1943.04
	Operating Cost	\$7,902.35

**Service Costs (FY-18)**

<b>KnightLYNX 210/Blue Line</b>		
Fiscal Year 2018		
Friday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Saturday		
	Total Hours	11.42
	Total Miles	247.19
	Peak Buses	2.00
Annual		
	Total Hours	182.72
	Total Miles	3,955.04
	Operating Cost	\$12,456.02

<b>KnightLYNX 212/Red Line</b>		
Fiscal Year 2018		
Friday		
	Total Hours	9.58
	Total Miles	161.92
	Peak Buses	1.00
Saturday		
	Total Hours	9.58
	Total Miles	161.92
	Peak Buses	1.00
Annual		
	Total Hours	153.28
	Total Miles	2,590.72
	Operating Cost	\$10,449.10

**Monthly Service Costs (FY-17)**

<u>Operating Month</u>	<u>Operating Days</u>	<u>Monthly cost</u>
July 2017	0 days	\$ -
August 2017	2 days	2,887.08
September 2017	10 days	14,435.40
		<b>\$17,322.48</b>

**Monthly Service Costs (FY-18)**

<u>Operating Month</u>	<u>Operating Days</u>	<u>Monthly cost</u>
October 2017	8 days	11,452.56
November 2017	6 days	8,589.42
December 2017	2 days	2,863.14
January 2018	TBD	
February 2018	TBD	
March 2018	TBD	
April 2018	TBD	
May 2018	0 days	-
June 2018	0 days	-
		<b>\$22,905.12</b>

**Total Annual Costs**

<b><u>Total Hours</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Total Cost</u></b>
<b><u>(July 2017 – December 2017)</u></b>	<b><u>\$68.74 October 1, 2016 through</u></b>	<b><u>\$40,227.60</u></b>
<b>588.0</b>	<b><u>September 30, 2017</u></b>	
	<b><u>\$68.17 October 1, 2017 through</u></b>	
	<b><u>September 30, 2018</u></b>	

# KNIGHTLYNX OPERATING DAYS

July 1, 2017 thru December 31, 2017

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<b>July:</b>	<b>0 days</b>	<b>No KnightLYNX Service</b>
<b>August:</b>	<b>2 days</b>	<b>25 &amp; 26</b>
<b>September:</b>	<b>10 days</b>	<b>1, 2, 8, 9, 15, 16, 22, 23, 29 &amp; 30</b>
<b>October:</b>	<b>8 days</b>	<b>6, 7, 13, 14, 20, 21, 27 &amp; 28</b>
<b>November:</b>	<b>6 days</b>	<b>3, 4, 10, 11, 17 &amp; 18</b>
<b>December:</b>	<b>2 days</b>	<b>1 &amp; 2</b>
<b>January:</b>	<b>TBD</b>	<b>TBD</b>
<b>February:</b>	<b>TBD</b>	<b>TBD</b>
<b>March:</b>	<b>TBD</b>	<b>TBD</b>
<b>April:</b>	<b>TBD</b>	<b>TBD</b>
<b>May:</b>	<b>0 days</b>	<b>No KnightLYNX Service</b>
<b>June:</b>	<b>0 days</b>	<b>No KnightLYNX Service</b>
<b>Total Days</b>	<b>28 days</b>	

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

From: Tiffany Homler  
CHIEF ADMINISTRATIVE OFFICER  
Douglas Robinson  
(Technical Contact)  
Tomika Monterville  
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous  
Authorization to Extend Bus Service Agreement with Econ River High School - Greater Orlando Campus (SHS)

Date: 7/27/2017

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to extend the Bus Service Agreement with the Econ River – Greater Orlando Campus in a not-to-exceed amount of \$192,419 for bus service in East Orange County for service connecting University High School, Timber Creek High School, East River High School. The agreement is fully funded by Sunshine Charter School and is for a period from October 1, 2017 through September 30, 2018.

**BACKGROUND:**

In August 2016, LYNX began bus service on Link 320 to connect charter schools in East Orange County including University High School, Timber Creek High School, East River High School. The Link 320 serves these three schools as well as the Waterford Lakes Town Center with limited weekday service between 6:00AM and 5:00PM.

**FISCAL IMPACT:**

LYNX staff included \$82,997 in the FY2018 Preliminary Operating Budget. The FY2018 Proposed Operating Budget will include the increase in the contract amount.

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**BUS SERVICE AGREEMENT  
(No. 17-A19)**

by and between

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

and

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

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

August XX, 2017

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

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**Schedule of Exhibits**

**Exhibit “A” – Description and Map of Bus Routes**

**Exhibit “B” – Service Schedule and Annual Service Costs**

**BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “**Agreement**”) made and entered as of this \_\_\_\_ day of August, 2017, by and between:

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

and

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

**Cost of Bus Service** shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2018, will be based on an estimated hourly rate of \$92.29 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below; provided that such hourly rate shall not increase by more than ten percent (10%) in any fiscal year.



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

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

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

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

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

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

3. **TERM.** This Agreement shall be effective on October 1, 2017 (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2018 (the “**Expiration Date**”), which is the funding period for providing the Bus Service as set forth in **Exhibit “A”** attached hereto.

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

4. **TERMINATION.**

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

(b) **[Deleted].**

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

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

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

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

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

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

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

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

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

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

8. **SECURITY DEPOSIT.** No security deposit is required of ERHS under this Agreement.

9. **This Paragraph is not applicable.**

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

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

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

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

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

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

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

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

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

As to LYNX:

Blanche Sherman, Director of Finance  
LYNX  
455 North Garland Avenue  
Orlando, Florida 32801

with a copy to:

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

As to the Company:

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

with a copy to:

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

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

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

17. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services

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

[Signatures Begin On Following Page]

DRAFT

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

Attest:

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

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

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

Dated: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Edward Johnson  
Chief Executive Officer

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

Akerman, Senterfitt & Eidson, P.A.

By: \_\_\_\_\_  
Patrick T. Christiansen

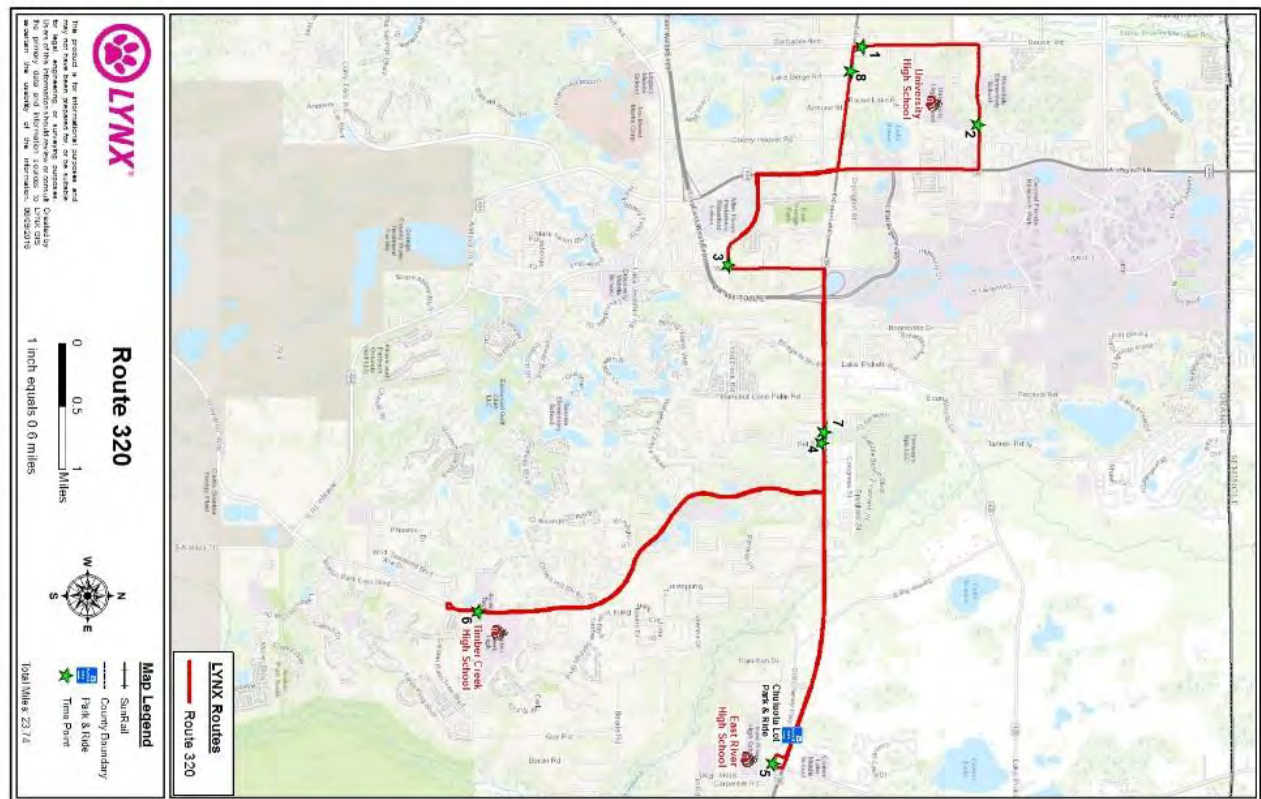


# EXHIBIT “A”

## Description of Bus Service

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

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





Consent Agenda Item #7.D. vi

**To:** LYNX Board of Directors

**From:** **Thomas Stringer, Jr**  
CHIEF OPERATIONS OFFICER  
**William Hearndon**  
(Technical Contact)  
**Benjamin Gonzalez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** **Miscellaneous**  
**Authorization to Notify MetroPlan Orlando of LYNX's Desire to Continue as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties**

**Date:** 7/27/2017

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to notify MetroPlan Orlando of LYNX's desire to continue as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole counties.

**BACKGROUND:**

The Florida Commission for the Transportation Disadvantaged (CTD) designates one Community Transportation Coordinator (CTC) for each county in Florida. LYNX has been the designated CTC for Orange, Osceola, and Seminole Counties since 1992. The CTC designation is formalized through a Memorandum of Agreement (MOA) between LYNX and the CTD. Having this designation allows LYNX to be eligible to apply for the CTD's annual Trip and Equipment Grant, Shirley Conroy Rural Area Capital Assistance Program Grant, Mobility Enhancement Grant, Legislative Proviso Allocations, and other grants and funding that the CTD is able to offer.

LYNX, as a governmental body with sufficient means to serve as the CTC, may elect to be the CTC by notifying MetroPlan Orlando. This prevents MetroPlan Orlando, as the CTD's designated official planning agency, from having to release a formal procurement for an entity to serve as the CTC.

By providing MetroPlan Orlando with notice that LYNX desires to continue as the CTC for Orange, Osceola, and Seminole Counties, MetroPlan Orlando will have sufficient time to vet the designation through their Local Coordinating Board's (LCB) Quality Assurance Task Force,

# LYNX Board Agenda

through the LCB, and through their Board of Directors. MetroPlan Orlando will then, through formal resolution, recommend that the CTD designate LYNX as the CTC. MetroPlan staff will make the recommendation in person at the CTD's next quarterly business meeting.

LYNX's current CTC designation expires on June 30, 2018. If re-designated, LYNX's new MOA would be for a five year period (July 1, 2018, to June 30, 2023).

LYNX traditionally receives more than \$4M annually from CTD grants. This funding would not be possible in future years without the re-designation of LYNX as the CTC for Orange, Osceola, and Seminole Counties.

**FISCAL IMPACT:**

LYNX staff included the following in the FY2017 Amended Operating Budget and FY2018 Preliminary Operating Budget as funding from the CTD:

<b>FY2017 Amended Operating Budget</b>	<b>FY2018 Preliminary Operating Budget</b>
<b>\$ 4,264,013</b>	<b>\$ 4,568,952</b>

Consent Agenda Item #7.D. vii

**To:** LYNX Board of Directors

**From:** Thomas Stringer, Jr  
CHIEF OPERATIONS OFFICER  
Steven Walczak  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
Authorization to Piggyback off Orange County on Janitorial Services for  
LYNX Central Station (LCS) and LYNX Operations Center (LOC)

**Date:** 7/27/2017

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to piggyback with Orange County Government Florida for janitorial services for LYNX Central Station (LCS) and LYNX Operations Center (LOC). The contract will be for a term of one (1) year with the option to extend for one (1) year with a not-to-exceed amount of \$175,800 annually.

**BACKGROUND:**

The contract for janitorial services expired in March 2017. LYNX brought the service in-house under Facilities Maintenance while determining whether or not janitorial service would be outsourced. The following locations require janitorial services:

- (1) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804
- (2) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL. 32801

Services include:

- (1) Office cleaning
- (2) Trash removal
- (3) Maintenance of carpeted and waxed floors
- (4) Cleaning of interior windows
- (5) Provide soaps, chemicals, toiletries, paper products and trash bags

It is the desire of LYNX to enter into a “piggyback” agreement for janitorial services under the same terms, conditions, and pricing structure as the executed contract by Orange County Government Florida and Building Maintenance Services, Inc. Building Maintenance Services,

Inc. is currently providing services for the Orange County Courthouse and the Juvenile Justice Center.

**FISCAL IMPACT:**

LYNX staff included \$160,000 in the FY2017 Amended Operating Budget for Custodial Services. The projected FY2017 expenses for the custodial services contract is \$46,132 which is low compared to the budget.

As mentioned above, the contract with A & Z General Cleaning Services, Inc. ended in March 2017 and the services were brought in-house temporarily. The FY2018 Preliminary Operating Budget includes \$175,800 to support outsourcing of these services.

**Consent Agenda Item #7.D. viii**

**To:** LYNX Board of Directors

**From:** **Thomas Stringer, Jr**  
CHIEF OPERATIONS OFFICER  
**William Hearndon**  
(Technical Contact)  
**Benjamin Gonzalez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** **Miscellaneous**  
**Authorization to Submit the FY2018 Transportation Disadvantaged Trip Grant**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' ratification of the adoption of Resolution #17-006 authorizing the Chief Executive Officer (CEO) or designee to execute the Transportation Disadvantaged Grant Application for State Fiscal Year 2018, file the application with the Florida Commission for the Transportation Disadvantaged, and execute any and all agreements or contracts which may be required in connection with the application.

**BACKGROUND:**

Each year, the Florida Commission for the Transportation Disadvantaged (TD) awards Trip Grants to Community Transportation Coordinators (CTC) to provide TD trips within their service area. The designated CTC for any one service area is the only entity in that service area eligible for the Trip Grant. LYNX serves as the CTC for Orange, Osceola, and Seminole Counties.

The Transportation Disadvantaged Trip Grant provides funding for TD services provided by LYNX' Paratransit Operations Division.

**FISCAL IMPACT:**

LYNX staff included \$4,568,952 in the FY2018 Preliminary Operating Budget for Transportation Disadvantaged grant revenue. The Grant requires a 10% local match, which is obtained through customer fares.

**CFRTA RESOLUTION #17-006**

**A RESOLUTION OF THE CENTRAL FLORIDA  
REGIONAL TRANSPORTATION AUTHORITY, TO FILE  
A TRANSPORTATION DISADVANTAGED TRUST FUND  
GRANT APPLICATION WITH THE FLORIDA  
COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

**WHEREAS**, this resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), hereby authorizes the filing of a Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged.

**WHEREAS**, this BOARD has the authority to file a Transportation Disadvantaged Trust Fund Grant Application to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes and Rule 41-2, Florida Administrative Code.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX, with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all agreements or contracts which may be required in connection with the application.
4. The BOARD authorizes Albert J. Francis, II, Chief Financial Officer, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications, and any other documents which may be required in connection with the application or subsequent agreements.



**CERTIFICATION OF THE ADOPTION OF RESOLUTION #17-006 BY THE  
BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY d/b/a LYNX**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017, by the Governing Board of Directors of the Central Florida Regional Transportation Authority d/b/a LYNX.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Board of Directors

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Assistant Secretary

Consent Agenda Item #7.D. ix

**To:** LYNX Board of Directors

**From:** **Thomas Stringer, Jr**  
CHIEF OPERATIONS OFFICER  
**William Hearndon**  
(Technical Contact)  
**Benjamin Gonzalez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** **Miscellaneous**  
**Authorization to Enter into an Agreement with Transportation Network Companies (TNCs) as Part of TD Voucher Program and as Part of the Paratransit Mobility Services Model and Amend the FY2017 Amended Operating Budget**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to enter into an agreement with Transportation Network Companies (TNCs) as part of the TD Taxi Voucher Program, and as part of the paratransit mobility services model.

**BACKGROUND:**

Through Proviso in State Fiscal Years 2016-17 and 2017-18, the Florida Legislature provided funding to the Florida Commission for the Transportation Disadvantaged to administer a competitively awarded “Mobility Enhancement Grant” to Community Transportation Coordinators throughout the state. The goals of the grant are to:

1. Enhance the access of older adults, persons with disabilities, and low income individuals to healthcare, shopping, education, employment, etc.;
2. Assist in the development, improvement, and use of transportation systems in non-urbanized areas;
3. Promote the efficient coordination of services;
4. Support inter-city bus transportation; and
5. Encourage private transportation provider participation.

In State Fiscal Year 2016-17, LYNX was awarded \$106,920 to implement a short-term taxi voucher pilot program for ACCESS LYNX customers traveling to and from dialysis facilities. The taxi vouchers allowed select dialysis customers to simply contact the taxi service provider

# LYNX Board Agenda

when they were ready to travel. By doing this, it allowed customers to not have to make reservations in advance, not have to cancel reservations if they were not going to be traveling, and not have to endure long travel times when sharing rides with other customers. Customers needed to reside within six miles of their dialysis facility. The Mobility Enhancement Grant reimbursed LYNX for 90% of the trip cost, with the remaining 10% paid by customer fares. For the trips provided with the taxi vouchers, the average trip cost was reduced from \$32 to \$18. The project was embraced by the customers using the taxi vouchers.

In State Fiscal Year 2017-18, LYNX was awarded \$315,000 to continue the project while expanding providers and trip purposes. The proposed provider expansion included the use of Transportation Network Companies, such as Uber and Lyft, and other local transportation service providers.

**FISCAL IMPACT:**

LYNX staff included \$50,387 in the FY2017 Amended Operating Budget to support the start-up of the Transportation Disadvantaged Voucher Program. The FY2018 Preliminary Operating Budget includes \$987,253 for anticipated expenses to continue the program and proceed with the mobility service model utilizing TNC’s. The funding and anticipated cost savings for this program is as follows:

<u>Funding Period</u>	<u>Funding/Cost Savings</u>	<u>Amount</u>
7/1/17 - 6/30/18	Mobility Enhancement Grant - 90%	\$ 288,000
FY2018	Local Funding -Reallocated from Paratransit	699,253
	<b>Total Funding and Cost Savings</b>	<b>\$ 987,253</b>

Consent Agenda Item #7.D. x

**To:** LYNX Board of Directors

**From:** Tiffany Homler  
CHIEF ADMINISTRATIVE OFFICER  
Charles Baldwin  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Miscellaneous  
Authorization to Piggyback onto the City of Orlando Contract (RFP14-0012010) with First Capital Property Group for Real Estate Appraisal and Consulting Services

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to piggyback onto the City of Orlando Contract (RFP14-0012010) with First Capital Property Group for Real Estate Appraisal and Consulting Services for a term of two (2) years with a not-to-exceed amount of \$100,000.

**BACKGROUND:**

At the September 22, 2016, meeting of the LYNX Board of Directors, LYNX staff was authorized to release a Request for Proposal (RFP) for real estate services including consulting, leasing, acquisition and disposition of real property with a not-to-exceed amount of \$150,000 for a term of three (3) years. LYNX released the RFP and one response was received. Due to the limited response rate, LYNX staff proposes to piggyback onto the City of Orlando's real estate consulting contract with First Capital Property Group.

LYNX has previously piggy-backed off the City of Orlando's contract with First Capital Property Group to provide real estate consulting services. These services have primarily been focused on leasing space in the LYNX Central Station (LCS) or facilities to support operations which include paratransit operations. LYNX has now determined that the role should be expanded to include the purchase of real property for the expansion of support and service delivery.

The first two projects that would be assigned to First Capital Property Group is identifying permanent facilities for the LYNX operations in the southern and northern parts of the service area. LYNX is currently leasing commercial/industrial space from the City of Kissimmee Public Works Department for the housing of forty (40) transit coaches and office space for over one

hundred (100) vehicle operators. This was intended to be a temporary solution, but has been in place for more than six years. The conditions at this facility are not conducive for the operations or employees. Staff desires to locate land that could be used for current operations and plans for expansion of service needs.

LYNX’ vision for service expansion and cost saving measures, will necessitate a need for the construction of a northern operations base. Land acquisition for such a project should be considered over the next couple of years to safeguard increasing costs and ensuring adequate land is available in industrial and commercial environments.

The term of the contract would be through September 22, 2019 per the terms from the contract with the City of Orlando.

**FISCAL IMPACT:**

LYNX staff included \$65,000 in the FY2017 Amended Operating Budget for professional consulting services. The FY2018 Preliminary Operating Budget includes \$65,000 for professional consulting services. If the funds are not expended in FY2017, LYNX staff will include funding in future years.

	<b>Budget</b>	<b>Proposed Contract</b>
FY2017 Amended Operating Budget	\$ 65,000	\$ 50,000
FY2018 Preliminary Operating Budget	65,000	50,000
<b>Total</b>	<b>\$ 130,000</b>	<b>\$ 100,000</b>



# CITY OF ORLANDO

May 11, 2017

Mr. Charles J. Mitchell Jr.  
First Capital Property Group, Inc.  
1516 E. Hillcrest Street, Suite 210  
Orlando, FL 32803

via email: [cmitchell@fcpg.com](mailto:cmitchell@fcpg.com)

**SUBJECT: Renewal of Term Contract for Real Estate and Consulting Services RFP14-0012-10**

Dear Charles:

The subject Contract will expire on **September 21, 2017**.

In accordance with the terms and conditions of subject Contract, the Contract may, by mutual assent of the parties, be extended for an additional twenty-four (24) month period.

The City would like to exercise the right for the renewal of this Contract for twenty-four (24) additional months effective **September 22, 2017**, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return the original of this letter to Fabio Henao as soon as possible.

Upon execution below by your firm's authorized representative, this letter will be your official notice that the Contract has been extended for twenty-four (24) months and no additional documentation will be required.

Thank you for your immediate attention to this matter.

Sincerely,

David Billingsley, C.P.M., CPSM  
Chief Procurement Officer

**ACCEPTANCE**

By:   
 Official Signature  
Charles J. Mitchell Jr.  
 Print Name  
JES  
 Title  
5-17-17  
 Date

**PROCUREMENT AND CONTRACTS DIVISION**

Consent Agenda Item #7.D. xi

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Miscellaneous  
**Authorization to Submit Grant Applications to the Federal Transit Administration (FTA) For FY 17 Competitive Funding Notices: Section 5339 Bus and Bus Facilities and Public Transportation Innovation Programs**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) for the FY 2017 Notices of Funding Opportunity (NOFO), the first got released on July 11, 2017 under the Bus and Bus Facilities Program and others are anticipated to be released very soon. This board authorization is requested in advance of any other future NOFOs which in some cases may be due for submission before the next scheduled board meetings.

Staff will update the LYNX Board for any project submitted and the local match proposed for the project, prior to any funding commitment for any future grant award.

**BACKGROUND:**

On July 6, 2017 the Federal Transit Administration (FTA) released the full FY2017 annual apportionments on various FTA funding programs. A partial notice of apportionments was published in January 2017 for approximately 7/12<sup>th</sup> of the FY 16 funding level. While continuing resolutions have been authorized, funding levels beyond the January 2017 publication has not been authorized, including the anticipated FY 2017 Competitive Programs targeted for FTA announcements shortly after the full FY 2017 apportionments are authorized.

Over the next few months, before the next scheduled board meetings, FTA may issue Notices of Funding Opportunities (NOFO) in FY 2017 for the programs listed below:

<u>FY 2017 Competitive Programs</u>	<u>FY 17 Authorized</u>	<u>Timeline for Awards</u>
Buses and Bus Facilities	\$226.5 million	July 2017
Shared Mobility	\$8.0 million	Summer/Fall 2017
Rides to Wellness/Innovative Coordinated Access to Mobility	\$3.0 million	Summer/Fall 2017

Program descriptions based on the FY 16 NOFOs are summarized below and may be updated when the actual FY 17 NOFOs are released:

- Bus and Bus Facilities Program

On July 11, 2017 the Federal Transit Administration (FTA) announced the availability FY17 Section 5339 Competitive Bus Program funds. Funds awarded for the Bus Program will finance capital projects to replace, rehabilitate, purchase or lease buses and related equipment and to rehabilitate, purchase, construct or lease bus –related facilities. FTA is particularly interested in implementing the provisions of the FAST (Fixing America’s Surface Transportation) Act that permit applicants to use up to 0.5 percent of the FTA funds for workforce development activities eligible under 49 U.S.C. 5314 and an additional 0.5 % for costs associated with training at the National Transit Institute.

Projects must demonstrate how the proposed project will address an unmet need for capital investment in bus vehicles and/or supporting facilities, enhance the safety of the transit system for transit vehicle operators, riders, and the general public, or improve the connectivity of bus systems with other networks through the use of deployment-ready information technologies. Additionally, projects will be evaluated based on how well they describe how the proposed project will improve the condition of the transit system, improve the reliability of transit service for its riders, and/or enhance access and mobility within the service area.

LYNX staff will submit high priority bus and facilities projects, identified in the FY 18 capital program and MAP-21 Assessments, such as articulated buses which are critically needed for high demand routes.

- The maximum federal share for projects is 80% of the net project cost, except for the following:
- The federal share is 85% of net project cost for acquiring vehicles that are compliant with the Clean Air Act and/or the Americans with Disabilities Act
  - The federal share is 90% for acquiring, installing or constructing vehicle related equipment or facilities that are required by the Americans with Disabilities Act (ADA) or that are necessary to complying with the Clean Air Act.

LYNX will be utilizing cash match of 15% for this application. In the FY 16 competitive selection process, LYNX was included on the shortlist of recommended projects but did not rate



favorably on the non-cash match and thus was not considered for the highly recommended projects.

Staff will apprise the LYNX Board on the project submitted and local match amount proposed for this project, prior to any commitment for grant award.

FTA funding requests under consideration will be about \$6.8 million for 8 CNG articulated buses and a cost share cash match of approximately \$1.2 million (15 % cost share), total project cost estimated at \$8.0 million. A second project being considered is funding request for the LOC expansion. Thirdly, staff will be determining fleet requirements under the new paratransit contract and any replacements necessary for operations.

Applications are due on August 25, 2017. Staff will update the board on the project(s) submitted for this funding opportunity, prior to funding commitment on any award.

- Shared Mobility: Mobility on Demand (MOD) Demonstration

The Federal Transit Administration (FTA) will release a Notice of Funding Opportunity (NOFO) solicitation and the availability of approximately \$8.0 million of funding to demonstrate and evaluate innovative approaches to integrated “Mobility on Demand” (MOD) solutions within a public transportation framework. The MOD Sandbox Demonstration Program is intended to provide a platform where integrated MOD concepts and solutions are supported and demonstrated through local partnerships in a real-world setting.

FTA will fund project teams to adopt innovative business models to deliver high quality, seamless and equitable mobility options for all travelers. The MOD Sandbox projects are funded under FTA’s Research, Development, Demonstration and Deployment program authority. FTA intends to award multiple MOD Sandbox demonstration projects under this announcement. The MOD Sandbox Demonstration Program is part of a larger MOD research effort at FTA and the U.S. Department of Transportation (DOT) that seeks to support transit agencies and communities as they navigate the dynamic, evolving landscape of personal mobility and integrated multimodal transportation networks. FTA is interested in conducting research on new service options in combination with available technologies that enable a traveler-centric approach to transportation, and provide better mobility options for everyone.

FTA’s MOD Sandbox Demonstration Program will provide a platform where integrated MOD concepts and solutions – supported through local partnerships – can be demonstrated in real-world settings. FTA seeks to fund project teams to innovate, explore partnerships, develop new business models, integrate transit and MOD solutions, and investigate new, enabling technical capabilities such as integrated payment systems, decision support, and incentives for traveler choices. FTA intends to conduct evaluations of each of the demonstration efforts to measure the program impacts and assess how existing FTA policies and regulations may support or impede these new mobility service models.

Eligible activities include all activities leading to the demonstration of the innovative MOD and transit integration concept, such as planning and developing business models, obtaining

equipment and service, acquiring/developing software and hardware interfaces to implement the project, and operating the demonstration.

The City of Orlando is working with a team of regional partners to advance the City and the region to become one of the country's first "Smart Cities." The local "Smart City" vision is to improve mobility, efficiency, safety, and sustainability while reducing the causes of climate change. This funding opportunity may allow LYNX to work with the City of Orlando and other jurisdictional partners to leverage the technical expertise of the local team members on one of the many steps to becoming a "Smart City."

Another project that is considered for the MOD program is the application of advanced analytics and system integration to address the challenges associated with paratransit, a most significant mobility on-demand services provided by Access LYNX. The overall goal will be to improve the level of customer service and user experience through a better understanding of customer needs and the ability to forecast demand for paratransit and other on-demand service alternatives.

The federal share of project costs is 80%. A minimum of 20% local cash or in-kind match is required. LYNX will be working with partner agencies, including the state transportation disadvantaged service agreement funding for possible source of the local match, subject to the determination of project for this initiative.

Staff will apprise the LYNX Board on the project submitted and local match proposed for this project prior to any commitment for grant award.

- Rides to Wellness (R2W)/Innovative Coordinated Access to Mobility

The Federal Transit Administration (FTA) will release a Notice of Funding Opportunity (NOFO) solicitation and the availability of approximately \$3.0 million. The goal of the R2W Demonstration Grant is to find and test promising, replicable public transportation healthcare access solutions that support the following goals:

- Increased access to healthcare
- Improved healthcare outcomes
- Reduced healthcare costs

Proposers must serve as the lead agency of a local consortium that includes stakeholders from the transportation, healthcare, human services or other sectors. This initiative is part of a series of activities to address challenges for the transportation disadvantaged in accessing health and wellness services. FTA's goal for the demonstration grants is to select and test promising transportation healthcare access solutions that other communities can replicate.

The R2W Demonstration Grants will operate as pilots for up to 18 months. Within the first year, projects must be able to demonstrate impacts related to the goals of R2W.

Eligible projects include implementation-ready capital and operating projects that enhance transportation access such as: mobility management, health and transportation provider service partnerships, technology and other activities.

LYNX as the Community Transportation Coordinator will leverage upon partnerships that currently exist with local partners such as METROPLAN ORLANDO's Transportation Disadvantaged Local Coordinating Board, local hospitals, human services agencies, and stakeholder/ steering committee members for the updating of the coordinated human service transportation plan included in the Transportation Disadvantaged Service Plan (TDSP).

The federal share of project costs is 80%. A 20% local match is required. LYNX will work with partner agencies, as well as, the state Commission for the Transportation Disadvantaged (CTD) for possible source of the local match. Staff will apprise the LYNX Board on the local match proposed for this project prior to any commitment for grant award.

### **FISCAL IMPACT:**

LYNX staff will include the FTA grant award for any project selected for award in the appropriate LYNX fiscal year operating and /or capital budget upon confirmation of award and securing the local match.

Consent Agenda Item #7.D. xii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous  
Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2017 Apportionments and to Sub-allocate FY 2017 Orlando Urbanized Area 5307 Funding to Lake County Transit Services and the Florida Department of Transportation

Date: 7/27/2017

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) for the FY2017 FTA apportionments and to execute Grant Agreements with the FTA.

In addition, staff is requesting the Board of Directors’ authorization for the sub-allocations of the Orlando urban area funding to the Lake County Transit Services and the Florida Department of Transportation (FDOT) from the FTA’s FY2017 5307 formula apportionment in the amount of \$426,452 and \$9,814,625 respectively.

**BACKGROUND:**

On July 6, 2017 the Federal Transit Administration (FTA) released the full FY2017 annual apportionments on various FTA funding programs. A partial notice of apportionments was published in January 2017 for approximately 7/12<sup>th</sup> of the FY 16 funding level. While continuing resolutions have been authorized, funding levels beyond the January 2017 publication has not published until the final US Department of Transportation budget has been adopted.

Board authorization is requested to apply for these funding programs.

- ✓ Urbanized Area Formula Program \$ 26,116,978

# LYNX Board Agenda

✓ State of Good Repair Fixed-Guideway	\$ 185,053
✓ Bus/Bus Facilities Program	\$ 2,680,328
✓ Enhanced Mobility for Seniors and Individuals with Disabilities	\$ 1,429,375
✓ Surface Transportation Program	\$ 6,944,047

The sub-allocation to Lake County is in the amount of \$426,452. The sub-allocation for FDOT SunRail is in the amount of \$9,814,635. The amounts are determined based on the final FY2017 full year apportionments and prior collaborative planning coordinated through MetroPlan Orlando. This Board authorization will allow Lake County Transit Services and FDOT, to be direct 5307 grant recipients eligible to receive and dispense FTA's 5307 sub-allocated funds.

Congress establishes the legal authority to commence and continue FTA programs through authorizing legislation covering several years. The federal public transportation law, Fixing America's Surface Transportation Act (FAST Act) is the new five-year surface transportation authorization that provides FTA funding levels from FY2016 through FY2020, effective October 1, 2015.

The following summarizes the funding programs and FY2017 apportionments:

### **Urbanized Area Formula Program - Section 5307:**

This program provides grants to Urbanized Areas (UZA) for public transportation capital, planning, job access and reverse commute projects, as well as operating expenses in certain circumstances. These funds constitute a core investment in the enhancement and revitalization of public transportation systems in urbanized areas throughout the nation that depend on public transportation to improve mobility and reduce congestion.

In the FY2017 FTA apportionments released on July 6, 2017, the Orlando 5307 funds of \$31,100,489 included 1.371% of the apportionment attributable to Lake County in the amount of \$426,452. In addition, the Orlando area 5307 apportionment included \$9,814,635 attributable to commuter rail. The FY 17 remaining 5307 funds for LYNX, after sub-allocations is in the amount of \$26,116,978.

Due to the cycle and timing on the release of Federal Apportionments and the grant application process, the annual LYNX 5307 apportionment is typically budgeted by LYNX over multiple years. LYNX will apply for the FY2017 5307 funding net amount after the Lake County and sub-allocations are finalized.

### **State of Good Repair (SGR) - Section 5337:**

SGR replaced the fixed-guideway modernization formula program. Projects are limited to replacement and rehabilitation or capital projects required to maintain public transportation systems in a state of good repair. LYNX has been working with the City of Orlando staff to upgrade the Orange LYMMO BRT in a state of good repair and to provide amenities and technology enhancements compatible with the Lime and Grapefruit LYMMO expansions.

### **Bus/Bus Facilities Program – Section 5339**

Provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.

This program replaced the Section 5309 Bus and Bus Facilities Program, which allocated funds through a competitive project selection process or earmarking. LYNX will program section 5339 funds for revenue vehicles and technology enhancements.

### **Enhanced Mobility for Seniors/Individuals with Disabilities- Section 5310:**

This program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities include:

- 1) Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
- 2) Public transportation projects that exceed the requirements of the ADA.
- 3) Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
- 4) Alternatives to public transportation that assist seniors and individuals with disabilities.

LYNX will program 5310 funds consistent with the project priorities established by the locally developed human services transportation plan which is integrated as part of the regionally adopted Transportation Disadvantaged Service Plan (TDSP).

### **Surface Transportation Program (STP):**

The STP provides funding that may be used by States and localities for a wide range of projects to preserve and improve the conditions and performance of surface transportation, including highway, transit, intercity bus, bicycle and pedestrian projects.

The USDOT funding for the Federal Highway Administration includes Surface Transportation Program (STP) funds that are eligible to be transferred to FTA for transit purposes. The regional STP funds are allocated by MetroPlan Orlando for transit enhancements, bicycle and pedestrian improvements and highway projects. STP funds are programmed annually by MetroPlan Orlando in the Transportation Improvement Program (TIP) and are incorporated in the state adopted State Transportation Improvement Program (STIP).

LYNX will program the FY2017 STP funding for revenue vehicles and passenger amenities.

### **FISCAL IMPACT:**

The anticipated use of the FY2017 Federal formula funds are budgeted in the FY2017 Amended Operating and Capital Budgets. Any remaining funds will be included in the FY2018 Operating and Capital Budgets for operating related capital assistance and capital expenditures as appropriate.

**Consent Agenda Item #7.D. xiii**

**To:** LYNX Board of Directors

**From:** **Tiffany Homler**  
CHIEF ADMINISTRATIVE OFFICER  
**Jeffrey Reine**  
(Technical Contact)  
**Douglas Robinson**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** **Miscellaneous**  
**Authorization to Issue a Purchase Order to WSP, Inc. for a Cost Not to Exceed \$450,000 for the Design and Engineering of the Pine Hills Bus Transfer Center**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee be allowed to negotiate and issue a purchase order in a cost not to exceed \$450,000 to WSP, Inc for the design and engineering of the Pine Hills Bus Transfer Center.

**BACKGROUND:**

In September 2011, LYNX lost the ability to use the former Park Promenade shopping center (now known as MaxPlaza). From 2011 to 2014, LYNX made use an existing roadway loop over 3 miles away from this location to turn the buses around. This affected route reliability, on time performance, passenger and driver convenience and overall operating costs.

In 2014, two events occurred that allowed for LYNX to pursue a new location. First was that a design charrette was held by the American Planning Association (APA) to discuss issues/opportunities to implement a Pine Hills Town Center near the intersection of Pine Hills Road and Silver Star Road. As part of this, a transfer center was identified as critical in this area to make a town center concept work. Following this, LYNX initiated an application for a Ladders of Opportunity Grant from the Federal Transit Administration to pursue further design, engineering and construction of this facility. Pursuant to this, LYNX engaged one of our General Planning Consultants, VHB, to perform an analysis of available sites in the Pine Hills area. After the consideration of 6 sites, the site identified in the APA document was concluded to be the best site to build.

After the completion of the study (late 2014), LYNX began the process of land use, zoning changes and federal categorical exclusion documents required to make use of the property as a

bus transfer center. This task took from 2015 to 2016 to complete. Pursuant to this, LYNX then initiated the property purchase of the identified site from the Urban League of Greater Orlando. The property purchase was recently completed in April of 2017.

With the property purchase completed, LYNX was then able to engage in a mini-competition with our 3 General Engineering Consultants. The schedule for this involved a release of a request at the end of April 2017. Subsequently, LYNX planning staff began evaluation of the associated responses on June 15, 2017 and continued this after presentations on June 26, 2016. After these presentations, WSP was picked as the firm for this project.

The estimated schedule for completion of design is 9-10 months.

### **FISCAL IMPACT:**

LYNX staff included \$450,000 in the FY2017 Amended Capital Budget to begin the design effort of the Pine Hills Bus Transfer Center. In order to continue these services, LYNX staff included \$450,000 in the FY2018 Preliminary Capital Budget as carryover funding.



**Consent Agenda Item #7.D. xiv**

**To:** LYNX Board of Directors

**From:** **Blanche Sherman**  
DIRECTOR OF FINANCE  
**CRAIG CHARRETTE**  
(Technical Contact)  
**Pedro Bustamante**  
(Technical Contact)  
**Edward Velez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** **Miscellaneous**  
**Authorization to Write Off Assets Pursuant to the June 30, 2016 Physical Inventory Count and Reconciliation**

**Date:** 7/27/2017

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**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 June 30, 2016 physical inventory count and reconciliation with a net book value in the amount of \$67,469. These assets include buildings and shelters, computer equipment, furniture and fixtures, and revenue vehicles determined to be obsolete, no longer useful, broken and beyond repair, and other items considered as not found.

**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
Building and Shelters	\$3,960	\$0
Computer Equipment	\$181,744	\$67,269
Furniture and Fixtures	\$77,859	\$200
Revenue Vehicles	\$174,693	\$0
<b>Total</b>	<b>\$438,256</b>	<b>\$67,469</b>

The results of the June 30, 2016 physical inventory count are summarized in the table above. An itemized list is included below.

**FISCAL IMPACT**

The fiscal impact is \$67,469 which is the net book value of the assets being written-off and the amount due to FTA.

**LYNX ASSETS  
FY2016 Physical Inventory Recommended Disposals**

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 3/31/17	Due to FTA
13386	9359C	5/24/2010	BS	Saxson Park N Ride Bike Locker	5	\$3,960	\$0	\$0
				<b>Subtotal Building and Shelters</b>		\$3,960	\$0	\$0
7234	3663A	1/3/2003	CE	NT/2000 Back-up Exec Remote/Agent Lic	5	\$312	\$0	\$0
9763	6015	11/8/2004	CE	Serial Modem - S8500 Sys	5	\$250	\$0	\$0
9850	6950G	11/8/2004	CE	INT AUD LX US/Canada 500 x 12 Sys R1 (Voice Mail)	5	\$14,400	\$0	\$0
9928	7044	2/28/2006	CE	Software, ComPro- Refox XI Decompiler (Download)	5	\$399	\$0	\$0
11021	7537	9/30/2006	CE	Computer, PowerMac G5	5	\$4,078	\$0	\$0
11399	7688	3/31/2007	CE	Software, MS Visual Studio	5	\$1,727	\$0	\$0
11400	7689	3/31/2007	CE	Software, ArcView 9.2 Upgrade	5	\$615	\$0	\$0
11422	7712	6/30/2007	CE	Software, FX Costing Update	5	\$3,000	\$0	\$0
11542	7776	7/31/2007	CE	Groupwise/Novell/Zenworks Suite Upgrade	5	\$18,731	\$0	\$0
11800	8032	9/30/2007	CE	SOFTWARE, ADOBE CAPTIVATE 3	5	\$699	\$0	\$0
12364	8444	1/31/2008	CE	Sage Accounting Upgrade and Agreement	5	\$2,539	\$0	\$0
12596	8487	7/31/2008	CE	ADOBE PHOTOSHOP C53 FOR MACINTOSH	5	\$569	\$0	\$0
12792	8975	9/30/2008	CE	NVIDIA FORCE VIDEO CARD	5	\$148	\$0	\$0
12942	9132	2/12/2009	CE	Autocad 2009	5	\$3,600	\$0	\$0

# LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 3/31/17	Due to FTA
12962	9146	3/24/2009	CE	Mapoptix 5.2	5	\$15,010	\$0	\$0
13047	9200	3/13/2009	CE	Ceridan Migration	5	\$450	\$0	\$0
13288	9333	1/4/2010	CE	HR Payroll Migration	5	\$1,000	\$0	\$0
13364	9341	3/22/2010	CE	Microsoft Project 2007	5	\$8,483	\$0	\$0
13404	9374	7/20/2010	CE	Avaya Telephone System Version 5.2	5	\$31,966	\$0	\$0
13636	9523	11/30/2010	CE	Adobe Creative Suite 5 Design	5	\$737	\$0	\$0
13672	9571	1/15/2011	CE	Microsoft Windows Virtual desktop	5	\$2,117	\$0	\$0
13742	9643	3/18/2011	CE	Creative Suite 5 Web	5	\$1,739	\$0	\$0
13807	9749	6/29/2011	CE	ASUS 2G Radeon HD6970 Video Card	5	\$400	\$0	\$0
13808	9750	6/29/2011	CE	ASUS 2G Radeon HD6970 Video Card	5	\$400	\$0	\$0
13809	9751	6/29/2011	CE	ASUS 2G Radeon HD6970 Video Card	5	\$411	\$0	\$0
13904	9948	9/15/2011	CE	Ceridian Custom Program	5	\$695	\$0	\$0
17862	12598	10/1/2009	CE	Interactive Voice Response – Fixed Route	5	\$67,269	\$67,269	\$67,269
				<b>Subtotal Computer Equipment</b>		\$181,744	\$67,269	\$67,269
1301	95233LFF5219	9/29/1995	FE	DESK, U W/LEFT RET, KYBD,OAK	5	\$920	\$0	\$0
4522	2357	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4543	2372	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4544	2373	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4552	2380	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4557	2385	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4558	2386	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4559	2387	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4560	2388	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4561	2389	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
4569	2340	9/30/1998	FE	CHAIR	5	\$317	\$0	\$0
5212	1825	11/12/1998	FE	TRIMBLE GPS PATHFINDER	5	\$9,086	\$0	\$0
5445	2295	4/6/2000	FE	CHAIR-HON MID BLACK/BLUE	5	\$345	\$0	\$0
6375	3072	2/9/2002	FE	Microwave Oven	5	\$309	\$0	\$0
6843	3532	8/31/2002	FE	Lift - U Controller, Grey	5	\$1,245	\$0	\$0
6884	3566	9/5/2002	FE	Display Board	5	\$2,001	\$0	\$0
8453	4162	12/20/2004	FE	Chair-Pallas Work Chair	5	\$356	\$0	\$0
8676	4301	1/14/2005	FE	ACCESS RACK 100" PULL OUT	5	\$778	\$0	\$0
9086	1027C	6/21/2005	FE	Currency Sorter Head	3	\$1,500	\$0	\$0
9188	4990A	7/14/2005	FE	BRAKE LATHE HOOD	5	\$1,323	\$0	\$0
9189	4990B	7/14/2005	FE	BRAKE LATHE DUST COLLECTOR	5	\$1,496	\$0	\$0
10946	7054	7/31/2006	FE	Recliner, Leather Black	5	\$349	\$0	\$0

# LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 3/31/17	Due to FTA
10947	7055	7/31/2006	FE	Recliner, Leather Black	5	\$349	\$0	\$0
11195	070104B	9/30/2006	FE	PBX Upgrade	5	\$31,100	\$0	\$0
12244	7836	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12245	7837	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12246	7838	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12247	7839	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12248	7840	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12249	7841	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12250	7842	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12251	7843	11/30/2007	FE	Recliner	5	\$759	\$0	\$0
12793	8976	9/30/2008	FE	SCANSOFT SOFTWARE 15 LICENSE	5	\$1,077	\$0	\$0
12987	9169	4/16/2009	FE	Brown Lounge Chair	5	\$623	\$0	\$0
12988	9170	4/16/2009	FE	Brown Lounge Chair	5	\$623	\$0	\$0
12989	9171	4/16/2009	FE	Brown Lounge Chair	5	\$623	\$0	\$0
13011	9192	5/1/2009	FE	BioReader LOC Money Room	5	\$10,831	\$0	\$0
13051	9206	6/30/2009	FE	Cherry Desk	5	\$408	\$0	\$0
14417	10040	2/20/2012	FE	Mid Back 9000 Black CHair Open Space Area	5	\$351	\$100	\$100
14440	10056	2/20/2012	FE	Mid Back 9000 Black Chair Open Space Area	5	\$352	\$100	\$100
13400	9314	4/28/2006	FE	Gillig Corp PLC modules-Spares for VIN 112353	5	\$2,572	\$0	\$0
				<b>Subtotal Furniture and Fixtures</b>		<b>\$77,859</b>	<b>\$200</b>	<b>\$200</b>
6935	503A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616	\$0	\$0
6947	505A	8/21/2002	RV	ENGINE-CUMMINS ISL, 330HP	5	\$25,616	\$0	\$0
6990	513B	8/21/2002	RV	TRANSMISSION-VOITH, D864-3	5	\$14,740	\$0	\$0
8635	543B	12/6/2004	RV	Transmission D864.3E	5	\$15,294	\$0	\$0
9634	554A	9/30/2005	RV	Engine-Gillig Phantam 40ft	5	\$18,148	\$0	\$0
9635	554B	9/30/2005	RV	Transmission-Gillig Phantam 40ft	5	\$16,059	\$0	\$0
9641	556B	9/30/2005	RV	Transmission-Gillig Phantam 40ft	5	\$16,059	\$0	\$0
9690	558B	9/30/2005	RV	Transmission - Gillig Phantom 40Ft	5	\$16,059	\$0	\$0
11267	503B	9/30/2006	RV	Transmission, Voith D864	4	\$6,800	\$0	\$0
12016	507AA	9/30/2007	RV	ENGINE, CUMMINS REBUILT M-11	4	\$5,902	\$0	\$0
12102	524BB	9/30/2007	RV	Transmission Rebuild	4	\$4,800	\$0	\$0
12828	526BB	9/30/2008	RV	VOITH TURBO, INC	4	\$9,600	\$0	\$0
				<b>Subtotal Revenue Vehicles</b>		<b>\$174,693</b>	<b>\$0</b>	<b>\$0</b>
				<b>GRAND TOTALS</b>		<b>438,256</b>	<b>67,469</b>	<b>67,469</b>

**Consent Agenda Item #7.D. xv**

**To:** LYNX Board of Directors

**From:** Tiffany Homler  
CHIEF ADMINISTRATIVE OFFICER  
Thomas Stringer, Jr  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Miscellaneous  
**Authorization to Enter into the Transportation Partner Agreement with Valencia College to Provide Transit Services and to Amend the FY2017 Amended Operating Budget**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board’s authorization for the Chief Executive Officer (CEO) or designee to enter into the Transportation Partner Agreement with Valencia College to provide transit services in a not-to-exceed amount of \$75,000 annually, and to amend the FY2017 Amended Operating Budget, accordingly. The term of the agreement is for a period of five years commencing on August 15, 2017 and ending August 15, 2022. The agreement is fully funded by Valencia College.

**BACKGROUND:**

In an effort to broaden collaborative partnerships for transportation solutions with community partners, LYNX has been working with Valencia College over the past several months to identify public transportation needs at each of its college campuses. Those conversations evolved into a discussion of how to get students to utilize LYNX services.

The Transportation Partner Agreement provides that all students, faculty and staff can utilize LYNX regularly scheduled fixed-route and NeighborLink services for a flat annual service fee which equates to \$1.00 per student per year. Although the amount being paid is nominal, LYNX staff sees this as an opportunity to develop a ridership market for years to come as well as provide much needed transportation services to an underserved population.

Valencia College students, faculty and staff will show their valid Valencia identification card to access the vehicle. LYNX intends to transition this to a mobile fare pass once the proposed mobile fare payment system has been implemented. All Valencia riders will comply with the LYNX Rider Code of Conduct.

The initial term of the Transportation Partner Agreement is for five (5) years. However, there is a termination provision both for cause or convenience.

**FISCAL IMPACT:**

Upon approval, LYNX staff will amend the FY2017 Amended Operating Budget to include estimated funding in the amount of \$9,375 for youth fares for transit services to Valencia College.

In addition, LYNX staff will include \$75,000 in the FY2018 Proposed Operating Budget for youth fares for transit services to Valencia College. The appropriate budget amount will be included in future years.

## TRANSPORTATION PARTNER AGREEMENT

**THIS TRANSPORTATION PARTNER AGREEMENT** (the “Agreement”), effective as of August 15, 2017, is made and entered into by and between THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“Valencia”), having an address of P.O. BOX 3028, Orlando, Florida 32802, and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes (“LYNX”), whose principal address is 455 North Garland Avenue, Orlando, Florida 32801.

### WITNESSETH

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

**WHEREAS**, Valencia’s students and employees desire and have a need for public transportation service in the LYNX service area; and

**WHEREAS**, Valencia and LYNX desire to partner in order provide public transportation for Valencia’s students and employees.

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

**Section 1. Transit Services.** LYNX agrees to provide transit services to Valencia students and employees during the Term (as defined below) in accordance with the following provisions:

(i) Unlimited transit services will be made available to all enrolled, Valencia students showing valid student identification with official Valencia transportation insignia (must have such identification and such insignia to be eligible), and to all Valencia employees showing valid employee identification with official Valencia transportation insignia (must have such identification with such insignia to be eligible).

(ii) Transit services will be available on all LYNX fixed-route and NeighborLink routes during times in which LYNX makes such transit services available to the public.

(iii) Transit services will be made available regardless of whether classes are in session or between sessions, or Valencia is closed due to a holiday, vacation, weekend or other such circumstance.

(iv) Nothing in this Agreement shall be construed to provide Valencia, Valencia students, or Valencia employees with charter bus service or specialized service other than what is made available to the public.

**Section 2.** Student Identification/Employee Credentials; Eligibility. Valencia has provided LYNX with samples of the current student identification card and the current employee identification card, with the current transportation insignia (which indicates eligibility for up to a year, used respectively for Valencia students and employees). Valencia will provide LYNX with updated samples (or other information reasonable sufficient for LYNX to identify current student/employee identification cards and transportation insignias) as the student/employee identification cards/insignias are revised or replaced from time to time. LYNX must be able to determine whether a student or employee is eligible by reviewing the student/employee identification card; provided, that if a student or employee presents such valid identification with the transportation insignia at the time he or she boards a vehicle, that student or employee will be permitted access to transit services in accordance with Section 1. If a student or employee does not so present such valid credentials at the time of boarding, he or she will be required to pay a full fare to access the transit services. LYNX reserves the right to deny transit services to any Valencia student or employee who fails to comply with LYNX ridership policies (as having applicability to the general public), including the LYNX Rider Code of Conduct as the same may be revised, amended or amended and restated from time to time. As mutually agreed upon by the parties, this card-based method of verification of eligibility may be replaced by or supplemented with a mobile application or other alternative means of verification.

**Section 3.** Marketing. The parties will cooperate to regularly develop and implement seamless advertising and promotional efforts to increase the visibility and image of the LYNX-Valencia transit program. The parties will reasonably cooperate in promoting the program to attract more riders to more fully utilize the LYNX's services hereunder. The parties will mutually agree upon respective responsibility for the costs associated with advertising and promotional efforts through printed or other media vehicles, social media, bus wraps, bus stop advertising, Valencia communications to students and employees, and special events. All advertising and promotional efforts will be coordinated through, and reviewed and approved by the parties in a manner to be mutually agreed upon, prior to publication, distribution, or other implementation. In connection with such advertising and promotional efforts, such coordination, review and approval of the parties shall also include the use by a party of the other party's name or registered mark(s) in connection with any advertising or promotional campaign in furtherance of this Agreement.

**Section 4.** Other Collaborative Efforts.

(a) The parties agree to cooperate in the planning and implementation of circulator bus routes to connect Valencia's East Campus to and from the University of Central Florida Main Campus and to and from Valencia's West Campus to the Creative Village



Downtown Campus, and also the establishment of a bus route connecting Valencia's Lake Nona Campus and the Creative Village Downtown Campus, and the addition of a bus stop on the Lake Nona Campus.

(b) The parties agree to cooperate in the planning and implementation of an internship program for Valencia students in the business and marketing areas of LYNX's administrative offices.

(c) The parties agree to cooperate in the creation and implementation of a planning and data sharing partnership in which Valencia will provide extensive data for Lynx planners and LYNX would provide ridership data on Valencia students, to the extent available.

(d) The parties agree to cooperate in the other areas, which may include joint efforts with respect to matters such as student research opportunities, cyber security projects, training for LYNX employees, sustainability projects, and the contemplation of comprehensive transportation solutions for Valencia students, beyond bus services.

**Section 5.** Payment. In consideration of the transit services to be provided by LYNX hereunder, Valencia will pay LYNX an annual service fee (the "Annual Service Fee") of \$75,000 for each service year. The Annual Service Fee will be due and payable no later than August 15 of each service year starting August 15, 2017.

**Section 6.** Term. Subject to the termination rights under Section 7, the term of this Agreement (the "Term") shall be for a period of five years commencing on August 15, 2017 and ending on August 15, 2022. Each year of the Term is referred to herein as a "service year".

**Section 7.** Termination of Agreement.

(a) For Cause. If either party (the "Breaching Party") fails to fulfill any material covenant, term or condition under this Agreement, the other party (the "Non-Breaching Party") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may (i) cease making payment to LYNX pursuant to Section 3, if the Non-Breaching Party is Valencia, or (ii) cease providing transit services pursuant to Section 2, if the Non-Breaching Party is LYNX, and/or terminate this Agreement, which termination shall be effective upon the Breaching Party receiving a written notice from the Non-Breaching Party to that effect or upon such other date as specified in the notice. To the extent that this Agreement is terminated pursuant to this Section 7(a) prior to the end of a particular service year, when Lynx is the non-breaching party, LYNX shall be entitled to receive or retain that portion of the Annual Service Fee applicable to the period of time during which transit services were provided for such service year.

(b) For Convenience. Either party may terminate this Agreement at any time upon giving at least one hundred eighty (180) days notice to the other party to that effect; provided that such termination shall be effective as of the end of the then current service year.

**Section 8.** Independent Contractor. LYNX is acting as an independent contractor and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties. In addition, nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement.

**Section 9.** Amendments. This Agreement may be amended only through a written document executed by the parties hereto.

**Section 10.** Jurisdiction and Venue. In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, the exclusive jurisdiction and venue for such legal action shall be in courts of competent jurisdiction located in Orange County, Florida.

**Section 11.** Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 12.** Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and shall remain in full force and effect.

**Section 13.** Waiver. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**Section 14.** Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining to the parties and the actions contemplated by this Agreement.

**Section 15.** Construction. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**Section 16.** Signatory. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the terms and conditions of this Agreement as stated.

**Section 17. Notices.** All legal notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Valencia: The District Board of Trustees of Valencia College, Florida  
P.O. Box 3028  
Orlando, Florida 32802  
Attn: Vice President for Operations and Finance

With copy to: Valencia College  
1768 Park Center Drive  
Orlando, Florida 32835  
Attn: William J. Mallowney  
Vice President for Policy and General Counsel

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Chief Executive Officer

With a copy to: Akerman LLP  
420 South Orange Avenue, Suite 1200 (32801)  
Post Office Box 321  
Orlando, Florida 32802-0321  
Attn: Patrick T. Christiansen, Esq.

For Program and Operational Purposes:

As to Valencia: Paul Rooney, Assistant Vice President, Operations  
Mike Favorit, Managing Director, Safety/Security  
Stephanie Howell, Director, Community Affairs

As to LYNX: Tiffany Homler Hawkins, Chief Administrative Officer  
Tomika Monterville, Director of Planning

**Section 18. Assignability.** Neither party shall assign, convey, or transfer its interests in this Agreement without the prior written consent of the other party, which the other party may grant or withhold at its discretion. However, any merger by either party into a different governmental agency or any substitution of such party by a different governmental agency shall not require the other party's prior written consent.

**Section 19. Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

**Section 20.** Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

**Section 21.** No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

**Section 22.** Sovereign Immunity. Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles, and each party retains its rights under sovereign immunity.

**Section 23.** Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede all previous discussions, understandings, and agreements.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first set forth above.

THE DISTRICT BOARD OF TRUSTEES OF  
VALENCIA COLLEGE, FLORIDA

By: \_\_\_\_\_  
Loren Bender  
Vice President for Operations and Finance

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

This Agreement is approved as to form  
for reliance only by LYNX and for no  
other person and for no other purpose.

Akerman LLP, Counsel for LYNX

By: \_\_\_\_\_  
Name:  
Title:

**Consent Agenda Item #7.D. xvi**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
LEONARD ANTMANN  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Miscellaneous  
Authorization to Transfer Sixty Light Fixtures to the Lakeland Area Mass Transit System

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer (60) light fixtures to the Lakeland Area Mass Transit System (Citrus Connection) upon approval from the Federal Transit Administration (FTA).

**BACKGROUND:**

LYNX maintenance staff has identified sixty (60) light fixtures for retirement. Lakeland Area Mass Transit has expressed an interest in receiving these lights for use inside their Maintenance Garage and Parts Room Storage Areas.

In 2016, as part of the CNG fuel station agreement, NO PETRO made facility improvements to the LYNX Operations Center. The facilities improvements included new industrial rated lights and fixtures throughout the Maintenance Garage Area. The new light fixtures were needed to comply with the CNG fuel safety requirements. The existing lights were purchased in 2007 as part of the original construction of the LYNX Operations Center and are no longer needed.

Lakeland has an older generation of light fixtures and would like replacing them with a new updated design. These light fixtures will help Lakeland lower its maintenance and repair costs while improving the efficiency of their current operations.

The transfer will require Federal Transit Administration (FTA) approval in order to waive or transfer any outstanding obligation which has a net book value of \$0. LYNX will not receive any funds as a result of this transfer. Citrus Connection is a small transit agency with minimal FTA funding. LYNX staff will continue to work with our sister agencies to facilitate the transfer of revenue vehicles.

**FISCAL IMPACT:**

The net book value of the Sixty (60) Light Fixture is \$0. The potential FTA obligation is \$0. The following is a list of the associated assets:

**Asset Profile**

<b>System Number</b>	<b>Asset ID</b>	<b>Acquisition Date</b>	<b>Class</b>	<b>Description</b>	<b>Estimated Life</b>	<b>Acquisition Value</b>	<b>Net Book Value</b>	<b>Due to FTA</b>
19821	14934	09/30/2007	FE	60 Light Fixtures - 277 Volt	5	\$44,500	\$0	\$0
				<b>GRAND TOTAL</b>		\$44,500	\$0	\$0

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Blanche Sherman  
DIRECTOR OF FINANCE  
LEONARD ANTMANN  
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into Negotiations and Award a Contract to Americaneagle.com for Mobile Fare Payment System

Date: 7/27/2017

**ACTION REQUESTED:**

LYNX staff is requesting LYNX Board of Director’s authorization to enter into negotiations and award a Contract for Mobile Fare Payment System (MFPS) to Americaneagle.com in an amount not to exceed \$414,000 for five (5) years as follows and \$1,902,865 for On-Board Validators:

	<b><u>Estimated Total Cost</u></b>
Year 1	\$2,016,065
Year 2	75,200
Year 3	75,200
Year 4	75,200
Year 5	<u>75,200</u>
Total	<u>\$2,316,865</u>

In addition, LYNX staff is requesting the Board of Director’s authorization to move forward with public involvement activities regarding the implementation of LYNX mobile fare payment system, in accordance with LYNX’ Title VI Policy.

**BACKGROUND:**

At the July 28, 2016 LYNX Board of Directors’ meeting, staff received authorization to release a Request for Proposal (RFP) for MFPS. The RFP was released on August 4, 2016 and twenty-five (25) firms were noticed. Proposals were due to LYNX by 2:00 PM EST on Wednesday, September 16, 2016.

A total of eight (8) proposals were received from the following firms:

- Accenture LLP
- Alindus Inc.



# LYNX Board Agenda

- Americaneagle.com
- Bytemark
- Justride Ticketing
- Pango Mobile Parking USA
- PassportParking, Inc
- Payit LLC

The Source Evaluation Committee (SEC) consisted of the following personnel:

- 1) Doug Jamison, LYNX
- 2) Leonard Antmann, LYNX
- 3) Matt Friedman, LYNX
- 4) Lisa Lumbar, Central Florida Expressway Authority
- 5) Chris Leffert Volusia County

**Step One - (1)** Source Evaluation Committee (SEC) public meeting, proposals were evaluated on the following criteria:

- ✓ Technical/Functional Response to Requirements (25 Points)
- ✓ Proposed Project Management Plan (5 Points)
- ✓ Resource Commitment and Skillset (5 Points)
- ✓ Proposer’s Qualifications (5 Points)
- ✓ Past Experience (5 Points)
- ✓ Financial Capability (5 Points)
- ✓ Required Information Submitted and DBE Participation (Pass/Fail)
- ✓ Price Proposal (20 Points)

The SEC met November 3, 2016 to discuss the eight responses received. The meeting was publicly noticed and each firm was notified of the date and time of the meeting. The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation.

Each proposal was scored under a percentage methodology for each category by each SEC member, then totaled to arrive at the total score for each proposer. The individual Ordinal Rankings from each member of the SEC were added together to determine the Overall Ordinal Ranking of each Proposer. The proposal with the lowest combined Ordinal Ranking is being recommended to the Board of Directors for award.

**Step one (1)** - The results of the scoring of the proposals are shown below. The scores were based on a total of 350 points and the ordinal ranking of each firm.

Firm	Score	Ordinal	Price
PassportParking, Inc	281.190	5	\$ 760,000
Bytemark	249.410	15	\$2,109,600
Americaneagle.com	237.160	17	\$ 414,000

Justride Ticketing	219.170	17	\$ 863,000
Payit LLC	208.740	23	\$2,805,500
Accenture LLP	198.520	29	\$4,271,460
Pango Mobile Parking USA	146.370	34	\$ 644,500
Alindus Inc.	68.320	40	\$2,000,680

The SEC met December 20 - 21, 2016 to evaluate the four proposals. The meeting was publicly noticed and each firm was notified of the date and time of the meeting. The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation.

**Step Two - (2)** Source Evaluation Committee (SEC) public meeting, proposals were evaluated on the following criteria:

- ✓ On Site Demonstrations (30 Points)

The results of the scoring of the proposals are shown below. The scores were based on a total of 150 points and the ordinal ranking of each firm.

Firm	Score	Ordinal	Price
PassportParking, Incorporated	130	5	\$ 760,000
Americaneagle.com	122	11	\$ 414,000
Bytemark	93	15	\$2,109,600
Justride Ticketing	71	19	\$ 863,000

As a result of the scores and ordinal ranking, the SEC decided to select the top two (2) firms (PassportParking, Incorporated and Americaneagle.com) to move forward with Step 3, the Pilot demonstration. During the pilot design phase PassportParking, Incorporated withdrew from the solicitation process due to their unwillingness to demonstrate regional and bus-to-bus transfers for pilot purposes either in a live or lab environment.

**Step Three - (3)** On June 21, 2017, Americaneagle.com successfully demonstrated in a lab environment how their application could be applied to LYNX paratransit service. At this time, American Eagle.com also demonstrated how regional and bus-to-bus transfers could be accommodated both visually and through electronic validation.

The SEC met on June 22, 2017 to review and discuss the results of the Americaneagle.com Pilot. An overview of the full project and pilot was provided by LYNX technical advisor, nMomentum, as well as an overview of the survey results. It was determined that Americaneagle.com had successfully demonstrated the functionality of their Mobile Payment Systems application in the pilot and lab environment. This, coupled with the positive feedback received from the general public, led the SEC to make the recommendation that LYNX move forward with an award to Americaneagle.com.

During the Source Evaluation Committee (SEC) publicly held meeting on June 22, 2017, proposals were evaluated based on the following criteria:

# LYNX Board Agenda

- ✓ Perform satisfactory Employee Pilot (Pass/Fail)
- ✓ Perform satisfactory General Public Pilot (Pass/Fail)

The members of the Source Evaluation Committee (SEC) evaluated proposals against established criteria identified in the respective solicitation. The results of the scoring of the proposals are shown below. The scores were based on a total of Pass/Fail and the ordinal ranking of the firm.

Firm	Score	Ordinal
Americaneagle.com	Pass	Pass

**Step Four (4)** - The results of the scoring of the proposals are shown below. The scores were based on a total of 500 points and the ordinal ranking of each firm.

Firm	Score	Ordinal
Americaneagle.com	407.140	5

The estimated cost of the MFPS is based on a fixed price and a revenue sharing fee. LYNX' desire is to have a hosted solution in order to eliminate the on-premises solution risks and resource requirements. The MFPS pricing includes up-front cost to be paid by LYNX and revenue share model, which was determined to be the best combination of options. The industry is moving towards a hosted payment model for Mobile Payment Systems. In fact, a lot of vendors offer only hosted solutions and not on-premises. The on-premise model is much costlier for smaller and mid-sized agencies as opposed to vendor providing the hosting services and being responsible for the frequent upgrades and updates to the system because of fast changing pace of technologies involved with mobile payments and smart phones.

The revenue share model reduces the financial risk to LYNX and creates a shared responsibility between the vendor and LYNX to maximize user adoption of the Mobile Payment Platform. It incentivizes the vendor to continually make changes to the system keeping in line with rapidly evolving technology landscape instead of constant change orders being paid for by LYNX.

Americaneagle.com's revenue sharing cost is the lowest of everyone at 2.0% for hosting and management, support, maintenance, providing technical call center for customers, providing software licenses, providing regular system updates which is less expensive as opposed to other vendor offers in the range of 2.9% to 14.5%. Please note that this excludes the mandatory bank fees for everyone estimated at 2.5%.

The on-premises cost would be significantly more than for all proposers, based on the size and revenue model for Mobile Payment System for LYNX. In conclusion, LYNX is getting the absolutely best deal by going with this combination of up-front implementation cost and revenue share model. Overall, LYNX' plans to implement the MFPS in three (3) phases as follows:

**Phase 1:** Fixed Route and Access LYNX implementation and go-live including bus-to-bus transfers (Visual Validation), with an anticipated completion date of October 2017.

**Phase 2:** Electronic validation implementation on both Fixed Route and Access LYNX. Implementation of consolidated data warehousing, reporting, and mobile data communications from vehicles to back-office, with an anticipated completion date of March 2018.

**Phase 3:** Regional Partner implementation capability including regional transfers with bus-to-rail and rail-to-bus functionality. Implementation of Clearinghouse activities, along with review, input and support of inter-local agreements, with an anticipated completion date of June 2018.

**FISCAL IMPACT:**

LYNX staff has included \$1,363,400 and \$2,098,065 in the FY2017 and FY2018 budgets as follows:

	<b>FY2017 Amended Budget</b>	<b>FY2018 Preliminary Budget</b>
<b><u>Operating Budget</u></b>		
Mobile Ticketing /TVM Services Fees	\$ 90,000	\$ 90,000
<b><u>Capital Budget</u></b>		
Mobile Fare Payment System	\$ 1,273,700	\$ 2,008,065
<b>Total</b>	<b><u>\$ 1,363,700</u></b>	<b><u>\$ 2,098,065</u></b>

The estimated total cost (subject to estimated revenue through the Mobile Payment System) for five (5) years for American Eagle.com is \$414,000 which includes the approximately 2.7% mandatory bank fees that LYNX has to pay and \$1,902,865 for On-Board Validators.

<b>Mobile Ticketing Fare Payment System Estimated Cost</b>				
<b>Year</b>	<b>Fixed Cost</b>	<b>Revenue</b>		<b>Total Cost</b>
		<b>Sharing</b>		
Year 1	\$ 1,940,865	\$ 75,200		\$ 2,016,065
Year 2	-	75,200		75,200
Year 3	-	75,200		75,200
Year 4	-	75,200		75,200
Year 5	-	75,200		75,200
<b>Total</b>	<b><u>\$ 1,940,865</u></b>	<b><u>\$ 376,000</u></b>		<b><u>\$ 2,316,865</u></b>



# LYNX MOBILE FARE PAYMENT SOLUTION

Presented By Shyam Dunna, Principal,  
with nMomentum  
**to LYNX' Board of Directors**  
July 27, 2017

# AGENDA

- Project Overview
- Project Approach
- Project Progress
- Pilot Summary
- Discussions/Q&A

# Project Overview

- Turnkey Multimodal Mobile Payments System (MPS) - designed, built, operated, maintained and warranted
- Mobile Payments App
- Customer Website with Self-Service Options
- MPS Back-Office
- Customer Loyalty Programs/Advertising & Couponing
- Supports all transfer combinations
- Support LYNX and Regional Partners
- Secure Validation to Reduce Fraud

# Project Overview

- Supports numerous fare payment methods
- Visual based technologies (QR/Bar Codes)
- “Account based” fare collection system
- No integration with existing AFC system apart from reporting
- Set foundations for a single integrated app including Mobile payments, real time trip planning and others.
- Initial System Purchase + on-going revenue sharing approach



# Project Approach

- Functional based requirements with innovative technologies and concepts
- Performance/Functional based procurement
- Four (4) step procurement process
  - Step 1 – Initial Selection of top ranked proposers
  - Step 2 – On-site Demonstrations
  - Step 3 - Perform a pilot (proof of concept) with the selected top ranked vendors.
  - Step 4 – Evaluation and selection of final award for full implementation.

Contract issued to the vendor from the pilot program that best performs and meets requirements.

# STEP 1

Eight (8) proposals received and evaluated

Five (5) Vendors selected to move to Step 2 and invited for demonstrations

1. American Eagle
  2. Masabi
  3. Passport
  4. Payit
  5. ByteMark
- ✓ Payit declined to move forward

# STEP 2

Demonstration Scripts sent to each proposer

- ▶ On-site demonstrations held Dec 20-21, 2016
- ▶ SEC met to evaluate and score
- ▶ American Eagle and Passport were selected to move forward to next step
  - ▶ Perform Employee Pilot
  - ▶ Perform Public pilot

# STEP 3 – PILOT REQUIREMENTS

Back-office (hosted concept)

Smartphone App for Android and IOS

Customer website (hosted concept)

Training for Authority's personnel involved with the Pilot Program

- Fixed Route (including bus-to-bus transfers)
- Access LYNX
- Lab Environment (Regional Transfers, Optical Validators)

# STEP 3 – PROPOSER DETAILS

## Passport

- ▶ Decided to withdraw (non-conformance to pilot criteria)

## American Eagle

- ▶ Pre-pilot testing
- ▶ Training
- ▶ Employee Pilot
- ▶ Public Pilot

# STEP 3

Pilot tests:

- ▶ Employee Pilot:
  - ▶ 8 employees tested and provided feedback
- ▶ General Public Pilot:
  - ▶ 37 people enrolled in the pilot
  - ▶ 11 Active users
  - ▶ During pilot feedback and after pilot surveys were completed by public pilot participants

SEC met to evaluate Pass/Fail – Proposer to Step 4

# STEP 4

## Step Four (4) Final Evaluation

- ▶ MPS System Performance; (10 Points)
- ▶ Proposer's Performance during the Pilot Program; (10 Points)
- ▶ Conformance to initial and updated scope (lessons learned during pilots); (40 Points)
- ▶ Ease of Use and Improvement of Customer Experience; and (10 Points)
- ▶ Best and Final Pricing Offer; (30 Points)

# STEP 4 - DETAILS

## Step Four (4) Evaluation

- ▶ MPS System Performance

### Fixed Route

- No major bugs or issues (reliability)
- All the Fixed Route portion of the app including transfers worked satisfactorily
- No issues with availability (no downtime)
- No issues with speed of transactions

### Access LYNX

- Tested during lab environment



# STEP 4 - DETAILS

## Step Four (4) Evaluation

### ▶ Proposer's Performance during the Pilot Program

Vendor responsiveness to design, technical support for staff and customers, training materials, sales reports, meetings, Q&A, issues resolution etc.

- Exemplary
- Timely
- Very willing to work with LYNX on any issue

# STEP 4 - DETAILS

## Step Four (4) Evaluation

- ▶ Conformance to scope (lessons learned during pilots)

## Future Design

- No major updates to initial scope
- Vendor willing to work with any design requirements
- Vendor willing to supply Electronic validation as option

## Recommended Schedule - Implementation in 3 phases:

Phase 1 – Fixed Route and Access LYNX including bus-to-bus transfers (Visual Validation)

Phase 2 – Electronic Validation on both Fixed Route and Access LYNX (Details TBD after NTP after favorable Board approval)

Phase 3 – Regional Partner implementation capability including regional transfers (Details TBD after NTP after favorable Board approval)

# STEP 4 - DETAILS

## Step Four (4) Evaluation

### ► Ease of Use and Improvement of Customer Experience

#### Survey Results

Received 14 completed surveys

2 were not considered (Test spam and Phone incompatible)

Out of 12 surveys considered:

- 11 were highly/mostly satisfied w/ LYNX Mobile Ticketing App
- 10 rated it highly convenient as a new method vs current method of fare payment
- 10 were highly likely or likely that it improved daily commuter experience & they would use the app going forward
- 10 were very easy/relatively easy of use on the overall App
- Only 1 was completely negative on the MPS App

# STEP 4 - DETAILS

## Step Four (4) Evaluation

- ▶ Best and Final Pricing Offer

Since there was no other vendor to compare pricing with in the pilot, the original pricing from initial submittal was interpolated to keep it on even field with all previous submittals with help of Finance and Procurement departments.

*American Eagle had submitted the lowest responsible pricing on this solicitation of all proposing vendors*

# Questions



**Action Agenda Item #8.B**

**To:** LYNX Board of Directors

**From:** Tomika Monterville  
DIRECTOR OF PLAN & DEVELOP  
**BRUCE DETWEILER**  
(Technical Contact)  
**Antonio Pimpinella**  
(Technical Contact)  
**Walter Gant**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Authorization to Approve Proposed Service Changes Effective August 20, 2017

**Date:** 7/27/2017

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**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 August 20, 2017.

**BACKGROUND:**

On November 10, 2016 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 August 20, 2017. A total of three (3) public workshops/public hearings were held between June 6, 2017 and June 8, 2017. LYNX customers and the public were able to provide input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, June 6, 2017, 4-6 PM  
Location: LYNX Central Station, Orlando FL  
Public Participation: One (1) attendee, no comments

Date/Time: Wednesday, June 7, 2017, 5-7 PM  
Location: Kissimmee City Hall, Kissimmee, FL  
Public Participation: One (1) attendee, 1 comment

Date/Time: Thursday, June 8, 2017, 5-7 PM  
Location: Longwood City Hall, Longwood, FL  
Public Participation: One (1) attendee, 1 comment

The public comment period for the proposed August 20, 2017 service changes ran from May 31, 2017 to June 30, 2017. Generally, citizen comments were favorable or neutral with respect to proposed changes. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and at bus bays, at Superstops throughout the service area, on [www.golynx.com](http://www.golynx.com), and on LYNX's social media sites including Facebook and Twitter.

## **PROPOSED SERVICE CHANGES:**

A few of the more significant route changes include modifying the FastLink 406 alignment to serve Narcoossee Road and Valencia College, modifying the XpressLink 208 schedule to depart fifteen minutes earlier from Kissimmee Intermodal Station and 30 minutes later from Sand Lake Road SunRail Station, and modifying Link 303 to serve Universal Orlando.

Schedule adjustments would include time changes on Links 6, 38, 40, 55, 56, 300, 302, 303, 305, 306, 313, 434, FastLink 406 and XpressLink 208.

There will be bay changes at LYNX Central Station for Links 63, 104, 212, and 300.

Maps and schedules are being finalized and once complete will be posted on [www.golynx.com](http://www.golynx.com). The next service change is scheduled for January 7, 2017.

## **AUGUST 20, 2017 SERVICE PROPOSAL**

### **ROUTE ADJUSTMENTS**

- **Link 50** – Downtown Orlando/Magic Kingdom (Orange County) – Change routing to operate via Bonnet Creek Parkway and Vista Drive instead of Epcot Center Drive.
- **Link 303** – Washington Shores/Disney's Hollywood Studios (Orange County) – Extend route to Universal Orlando. Minor schedule adjustments.
- **Link 304** – Rio Grande/Vistana Resort (Orange County) – Change 6:00 a.m. trip from LCS to begin at Orange Blossom Trail/Anderson St. at 6:11 a.m.
- **FastLink 406** – Downtown Orlando/Medical City (Orange County) – Eliminate service along Goldenrod Road and Curry Ford Road. Service to operate via Narcoossee Road and Laureate Boulevard to VA Hospital. Eliminate service to Nemours Children's Hospital, Veterans Way and Medical City Drive. Minor schedule adjustments.

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- **NeighborLink 622** (Seminole County) – Eliminate call-a-ride zone area west of Broadway Street and add fixed route portion from Oviedo Medical Center to Oviedo Mall.

### SCHEDULE ADJUSTMENTS

- **Link 6** – Dixie Belle Drive (Orange County) – Minor schedule adjustments.
- **Link 38** – Downtown Orlando/SeaWorld (Orange County) – Minor schedule adjustments.
- **Link 40** – Americana Boulevard/Universal Orlando (Orange County) – Minor schedule adjustments.
- **Link 55** – West U.S. 192/Crosstown (Osceola County/Orange County/Lake County/Polk County) – Minor schedule adjustments.
- **Link 56** – West U.S. 192/Magic Kingdom (Osceola County/Orange County) – Minor schedule adjustments.
- **Link 300** – Downtown Orlando/Hotel Plaza (Orange County) – Minor schedule adjustments.
- **Link 302** – Rosemont/Magic Kingdom (Orange County) – Minor schedule adjustments.
- **Link 305** – MetroWest/All-Star Resorts (Orange County) – Minor schedule adjustments.
- **Link 306** – Poinciana/Disney Westside Transfer Center (Orange County/Osceola County) – Minor schedule adjustments.
- **Link 313** – Winter Park (Orange County) – Minor schedule adjustments.
- **Link 434** – SR 434 Crosstown/University of Central Florida (Orange County/Seminole County) – Minor schedule adjustments.

### NEW BAY ASSIGNMENTS

- Bay J – Links 212 and 300
- Bay R – Link 63
- Bay Z – Link 104



**FISCAL IMPACT:**

All proposed changes will be supported with funds included in the FY2017 Adopted Operating Budget or additional funding, if necessary, from FDOT and/or LYNX Local Funding Partners upon their approval of the proposed service changes.

**Action Agenda Item #8.C**

**To:** LYNX Board of Directors

**From:** **Thomas Stringer, Jr**  
CHIEF OPERATIONS OFFICER  
**William Hearndon**  
(Technical Contact)  
**Benjamin Gonzalez**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** **Authorization to Accept the Recommendation of the Source Evaluation Committee (SEC) to Award a Contract to MV Transportation, Inc., for the Provision of LYNX's Paratransit (ACCESS LYNX) and NeighborLink Services**

**Date:** 7/27/2017

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to accept the recommendation of the Source Evaluation Committee (SEC) to award a contract to MV Transportation, Inc., for the provision of LYNX's Paratransit (ACCESS LYNX) and NeighborLink services with an estimated not-to-exceed amount of \$17,500,607.

**BACKGROUND:**

At the July 28, 2011, Board meeting, the LYNX Board of Directors authorized staff to enter into a contract with MV Transportation, Inc., for paratransit core services (0400 through 1800 weekdays and Saturdays). The term of the contract was for five (5) years. In addition, the Board authorized staff to enter into a contract with Transportation America for non-core services (1801 until 0359 weekdays and Saturdays, and all day on Sundays). The term of the contract was for five (5) years as well. Transportation America requested to vacate their contract, at which time the Board agreed and MV Transportation agreed that MV Transportation would take over the non-core portion of the services.

At the January 7, 2010, Board of Directors meeting, the Board authorized staff to enter into a contract with MV Transportation, Inc., for NeighborLink Services for a period of five (5) years. At the September 11, 2015, meeting, the Board also authorized an extension of that contract to coincide with the expiration of the paratransit contract. Staff was directed to develop a Scope of Work to include both services and present it as one contract.

In accordance with LYNX’s Board approval, RFP 17-R02 was issued on October 28, 2016. Proposals were due to LYNX on December 16, 2016. Six proposals were received from the following firms:

- First Transit
- Maruti Fleet and Management
- MV Transportation, Inc.
- National Express
- Ride Right
- Total Transportation Corp.

**RFP EVALUATION**

The Source Evaluation Committee (SEC), consisting of Charles Boettiger, Palm Tran; Craig Charrette, LYNX; Helen Perez, Jacksonville Transportation Authority; Cheryl Stone, Citizen Advocate; and Virginia Whittington, MetroPlan Orlando, met on January 4, 2017, to provide their scoring and comments. The firms were scored as follows:

<b>Proposer</b>	<b>Score</b>	<b>Ordinal Rank</b>	<b>Proposal Offer (5-Year Contract Total)</b>
Ride Right	453.917	8	\$97,035,627
MV Transportation	444.728	9	\$110,602,039
National Express	415.835	16	\$125,696,523
First Transit	386.253	20	\$176,220,838
Total Transportation Corp.	336.631	23	\$112,479,354
Maruti Fleet and Management	263.000	29	\$96,928,593

Based on the Scores and Ordinal Rankings, the SEC requested presentations from MV Transportation and Ride Right. The firms presented to the SEC in a public meeting January 11, 2017. Upon completion of presentations, the SEC requested that further clarifications be provided before providing their final scores and recommendation.

Additional internal evaluation of the proposals from Ride Right and MV Transportation indicated the need for a “Best and Final Offer” (BAFO) which was released on January 28, 2017, with responses received on February 1, 2017, with the intent of scheduling the contract for SEC evaluation, Executive Team Review, SEC meeting, Finance and Audit Meeting, Oversight and Board Meeting on February 23, 2017, an optional Board meeting date. The February 23, 2017, optional Board meeting was then canceled, after which staff requested that the proposers clarify several other areas in their BAFO responses to ensure complete detail when scheduling reviews before the next scheduled Board meeting, March 23, 2017. Responses were received, and the SEC meeting was scheduled for March 8, 2017, with the remaining internal reviews taking place prior the March 23<sup>rd</sup> Board meeting date.

Based on the March 8, 2017, SEC meeting, during which LYNX staff provided insights into the BAFO responses, the SEC members provided their final scores and ordinal ranks:

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Proposer	Score	Ordinal Rank Position	Proposal Offer (5-Year Contract Total)
MV Transportation	462.118	1	\$101,769,340
Ride Right	448.000	2	\$99,216,099

Based on the evaluations of the proposals, presentations and technical merits and presentations, the SEC recommends the award of Contract 17-C13 to MV Transportation, Inc., for Mobility Management and Broker Services for the LYNX Paratransit and NeighborLink.

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

The DBE participation goal assessed for this contract is 12%.

**FISCAL IMPACT:**

LYNX staff included \$18,682,411 and \$17,500,607 in the FY2017 and FY2018 budgets as follows:

Purchased Transportation Services	FY2017 Amended Operating Budget	FY2017 Projected Expenses	FY2018 Preliminary Operating Budget
Paratransit	16,654,932	16,766,238	16,036,436
NeighborLink	2,027,479	1,832,870	1,464,171
<b>Total</b>	<b>\$ 18,682,411</b>	<b>\$ 18,599,108</b>	<b>\$ 17,500,607</b>

**Work Session Item #9.A**

**To:** LYNX Board of Directors

**From:** **Blanche Sherman**  
DIRECTOR OF FINANCE  
**Julie Caple**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Overview of the FY2018 Preliminary Operating Budget

**Date:** 7/27/2017

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On February 21, 2017, staff presented a list of budget assumptions and the budget calendar to LYNX' Finance and Audit Committee for discussion and input. The FY2018 Preliminary Operating Budget was prepared based on the following key assumptions:

- FY2018 Funding based on the adopted LYNX Funding Model
- Enhance Fixed Route, NeighborLink (NL) and ACCESSLYNX services by implementing New Mobility Management
- Maintain current Preventative Maintenance funding Level, as approved by LYNX' Board
- Continue to maximize State Operating Assistance
- Continue to attempt to maximize Advertising Revenue, considering safety issues
- Maximize anticipated Compressed Natural Gas (CNG) Rebates and Royalties
- Salary increases consistent with Funding Partners and anticipated Union negotiations
- Continue to monitor the Health Insurance Program to identify potential savings and efficiencies
- Implement Mobility Management Model, as appropriate
- Continuation of Fuel Programs, as appropriate
- LYNX will be considering events and various branding efforts for the 25 year celebration

**OVERVIEW:**

The FY2018 Preliminary Operating Budget totals \$131,733,059 in revenues and \$131,733,059 in expenses. The Preliminary Operating Budget is funded by a combination of LYNX - generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased

transportation expenses, leases and miscellaneous expenses. This preliminary budget does not include a fare increase. However, the preliminary budget does include additional Preventative Maintenance funding and the utilization of reserves.

Specifically, this budget includes funds from the following sources:

	<b>FY2018 Preliminary Budget</b>
<b>Operating Revenues</b>	
Fund Balance	\$ 1,299,591
Customer Fares	25,349,318
Contract Services	6,051,580
Advertising on Buses	1,975,000
Advertising - Trade	30,000
Interest & Other Income	924,321
Federal Revenue	17,252,055
State Revenue	13,635,017
Local Revenue	65,216,177
<b>Total Revenue</b>	<b>\$ 131,733,059</b>

The funds are programmed to fund the following types of expenses:

	<b>FY2018 Preliminary Budget</b>
<b>Operating Expenses</b>	
Salaries/Wages/Fringes	\$ 78,076,998
Other Services	11,748,341
Fuel	9,871,486
Materials & Supplies	7,874,180
Utilities	1,604,244
Casualty & Liability	1,597,385
Taxes & Tags	457,330
Purchased Transportation	18,897,860
Leases & Miscellaneous	1,524,188
Interest	81,047
<b>Total Operating Expenses</b>	<b>\$ 131,733,059</b>

Based on discussions with the LYNX Board of Directors, County and City Commissioners, and staff, LYNX is continuing the utilization of its funding model to allocate each jurisdiction’s share of the costs of operations in FY2018. Through use of the model, LYNX is able to properly fund its operation and the cost of services is appropriately distributed based on service supplied.

As a result of utilizing the funding model, the FY2018 local funding amounts have increased by 3.65% as follows:

LYNX FY2018 Preliminary Local Funding						
	Adopted Local Funding FY2017		Preliminary Regional Model Need for FY2018		Dollar Change	Percentage Change
<b>Local Operating Funding:</b>						
Orange County	\$ 41,805,229 *		\$ 43,266,413 *		\$ 1,461,184	3.50%
Osceola County	6,889,938 #		7,130,935 #		240,997	3.50%
Seminole County	7,004,157 *		7,249,404 *		245,247	3.50%
City of Orlando	4,542,603 *		4,173,484 *		(369,119)	-8.13%
City of Orlando - LYMMO	2,200,910		2,607,482		406,572	18.47%
Subtotal	<u>\$ 62,442,837</u>		<u>\$ 64,427,718</u>		<u>\$ 1,984,881</u>	3.18%
<b>VA Route Link 406</b>	\$ -		\$ 325,705		\$ 325,705	0.00%
Altamonte Springs	120,900		120,900		-	0.00%
Sanford	93,000		93,000		-	0.00%
Lake County	264,013		248,854		(15,159)	-5.74%
Subtotal	<u>\$ 477,913</u>		<u>\$ 788,459</u>		<u>\$ 310,546</u>	64.98%
<b>Total Local Operating Funding</b>	<u>\$ 62,920,750</u>		<u>\$ 65,216,177</u>		<u>\$ 2,295,427</u>	3.65%
<b>Local Capital Contributions:</b>						
Orange County	\$ 1,698,160		\$ 1,738,768		\$ 40,608	2.39%
Osceola County	198,914		237,704		38,790	19.50%
Seminole County	215,822		211,366		(4,456)	-2.06%
Subtotal	<u>\$ 2,112,896</u>		<u>\$ 2,187,838</u>		<u>\$ 74,942</u>	3.55%
<b>Total Local Funds</b>	<u>\$ 65,033,646</u>		<u>\$ 67,404,015</u>		<u>\$ 2,370,369</u>	3.64%
<i>*Includes funding from Orange County, Seminole County and City of Orlando for State Road 436 Study of which Seminole County has prepaid.</i>						
<i># Osceola County funding amounts include service improvements for Link 10 and Link 26. The improvements were implemented in April 2016.</i>						

LYNX staff has included approximately \$1,057,758 in feeder services funded by the Florida Department of Transportation (FDOT) and other operating expenses to support SunRail in FY2018.

**CONCLUSION:**

LYNX' staff will be seeking direction from the Board of Directors regarding the FY2018 Operating Budget. Based on the Board's direction, the FY2018 budget will be updated as necessary.

In accordance with the FY2018 budget calendar, the proposed FY2018 budget will be presented to the funding partners. After which, the FY2018 budget will be presented to the Board of Directors for final consideration and approval in September of 2017.

# FY2018 Preliminary Operating Budget

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Presented to the  
LYNX Board of Directors  
by Bert Francis, Chief Financial Officer  
July 27, 2017



# Key Budget Assumptions - Overall



- FY2018 Funding based on the adopted LYNX Funding Model
- Enhance Fixed Route, NeighborLink (NL) and ACCESSLYNX services by implementing New Mobility Management

# Key Budget Assumptions - Revenue



## **Federal Funding:**

- Maintain current Preventative Maintenance funding Level, as approved by LYNX' Board – one time additional \$2 million

## **State Funding:**

- Continue to maximize State Operating Assistance

## **Advertising Revenue:**

- Continue to attempt to maximize Advertising Revenue, considering safety issues

## **Other Revenues:**

- Maximize anticipated Compressed Natural Gas (CNG) Rebates and Royalties

# Key Budget Assumptions - Expenses



## **Personnel Expenses:**

- Salary increases consistent with Funding Partners and anticipated Union negotiations
- Continue to monitor the Health Insurance Program to identify potential savings and efficiencies

## **Fixed Route, Paratransit, and NL Services:**

- Implement Mobility Management Model, as appropriate

## **Fuel Programs:**

- Continuation of Fuel Programs, as appropriate
  - ✓ Fuel Hedging
  - ✓ Bio-diesel
  - ✓ Compressed Natural Gas (CNG)

## **LYNX 25 Year Celebration:**

- LYNX will be considering events and various branding efforts for the 25 year celebration

# Other Considerations



- Laddered Investment Program
- Pension Assumptions
- Healthcare Cost Shifting
- P-Card Rebates
- Evaluation of Existing Positions

# Other Initiatives



## **Service Expansion:**

- Impacts of SunRail Phase 2 expansion (feeder service)

## **Technology:**

- Impact of potential cost savings from implementing Mobile Ticketing System

## **Facility Improvements:**

- Relocation of Paratransit Facility from LB McLeod to NoPetro Land site



# FY2018 Operating Budget Overview

	<b>FY2018 Preliminary Budget</b>	<b>FY2017 Amended Budget</b>	<b>% Change</b>
<b>Operating Revenue</b>	\$ 131,733,059	\$ 131,392,067	0.3%
<b>Operating Expenses</b>	131,733,059	131,392,067	0.3%
<b>Operating Income/(Deficit)</b>	\$ -	\$ -	N/A

# FY2018 Operating Revenue



	<b>FY2018 Preliminary Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Change Amount</b>	<b>% Change</b>
<b>Operating Revenues</b>				
Fund Balance	\$ 1,299,591	\$ 2,182,828	\$ (883,237)	-40.46%
Customer Fares	25,349,318	26,167,535	(818,217)	-3.13%
Contract Services	6,051,580	5,742,153	309,427	5.39%
Advertising on Buses	1,975,000	2,332,134	(357,134)	-15.31%
Advertising - Trade	30,000	30,000	-	0.00%
Interest & Other Income	924,321	1,080,514	(156,193)	-14.46%
Federal Revenue	17,252,055	17,231,868	20,187	0.12%
State Revenue	13,635,017	13,704,285	(69,268)	-0.51%
Local Revenue	65,216,177	62,920,750	2,295,427	3.65%
<b>Total Revenue</b>	<b>\$ 131,733,059</b>	<b>\$ 131,392,067</b>	<b>\$ 340,992</b>	<b>0.3%</b>



# FY2018 Operating Expenses

	<b>FY2018 Preliminary Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Change Amount</b>	<b>% Change</b>
<b>Operating Expenses</b>				
Salaries/Wages/Fringes	\$ 78,076,998	\$ 75,960,271	\$ 2,116,727	2.79%
Other Services	11,748,341	13,384,328	(1,635,987)	-12.22%
Fuel	9,871,486	9,329,958	541,528	5.80%
Materials & Supplies	7,849,180	7,973,395	(124,215)	-1.56%
Utilities	1,604,244	1,475,080	129,164	8.76%
Casualty & Liability	1,597,385	1,583,631	13,754	0.87%
Taxes & Tags	457,330	436,843	20,487	4.69%
Purchased Transportation	18,897,860	19,810,012	(912,152)	-4.60%
Leases & Miscellaneous	1,549,188	1,336,700	212,488	15.90%
Interest	81,047	101,849	(20,802)	-20.42%
<b>Total Operating Expenses</b>	<b>\$ 131,733,059</b>	<b>\$ 131,392,067</b>	<b>\$ 340,992</b>	<b>0.3%</b>



# FY2018 Local Revenue by Jurisdiction



LYNX FY2018 Preliminary Local Funding					
	Adopted Local Funding FY2017		Preliminary Regional Model Need for FY2018	Dollar Change	Percentage Change
<b>Local Operating Funding:</b>					
Orange County	\$ 41,805,229 *	\$	43,266,413 *	\$ 1,461,184	3.50%
Osceola County	6,889,938 #		7,130,935 #	240,997	3.50%
Seminole County	7,004,157 *		7,249,404 *	245,247	3.50%
City of Orlando	4,542,603 *		4,173,484 *	(369,119)	-8.13%
City of Orlando - LYMMO	2,200,910		2,607,482	406,572	18.47%
Subtotal	<u>\$ 62,442,837</u>	<u>\$</u>	<u>64,427,718</u>	<u>\$ 1,984,881</u>	3.18%
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Altamonte Springs	120,900		120,900	-	0.00%
Sanford	93,000		93,000	-	0.00%
Lake County	264,013		248,854	(15,159)	-5.74%
Subtotal	<u>\$ 477,913</u>	<u>\$</u>	<u>788,459</u>	<u>\$ 310,546</u>	64.98%
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<b>Local Capital Contributions:</b>					
Orange County	\$ 1,698,160	\$	1,738,768	\$ 40,608	2.39%
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Seminole County	215,822		211,366	(4,456)	-2.06%
Subtotal	<u>\$ 2,112,896</u>	<u>\$</u>	<u>2,187,838</u>	<u>\$ 74,942</u>	3.55%
<b>Total Local Funds</b>	<u>\$ 65,033,646</u>	<u>\$</u>	<u>67,404,015</u>	<u>\$ 2,370,369</u>	3.64%

*\*Includes funding from Orange County, Seminole County and City of Orlando for State Road 436 Study of which Seminole County has prepaid.  
# Osceola County funding amounts include service improvements for Link 10 and Link 26. The improvements were implemented in April 2016.*

# Budget Calendar



FY2018 Key Budget Assumptions Presentation to Finance & Audit Committee	February 21 <sup>st</sup>
FY2018 Preliminary Operating Budget Presentation to Finance & Audit Committee	April 19 <sup>th</sup>
FY2018 Preliminary Operating Budget Presentation to Oversight Committee	April 20 <sup>th</sup>
FY2018 Budget Presentation Orange County	July 18 <sup>th</sup>
FY2018 Preliminary Operating Budget Presentation to Board	July 27 <sup>th</sup>
FY2018 Budget Presentation Seminole County	August 3 <sup>rd</sup>
Budget Presentation Osceola County	August
Budget Presentation City of Orlando	August
FY2018 Proposed Operating Budget Presentation to Finance & Audit Committee	September 20 <sup>th</sup>
Final Oversight Committee and Board Action	September 28 <sup>th</sup>
Budget Year 17 – 18 Commences	October 1

LYNX staff will be seeking direction from the Board regarding the Preliminary FY2018 Operating Budget. After Board direction, the preliminary budget will be submitted to the funding partners for their consideration.

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**Work Session Item #9.B**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
Julie Caple  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Overview of the FY2018 Preliminary Capital Budget

**Date:** 7/27/2017

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**BACKGROUND:**

At the May 25, 2017 Board meeting, staff presented the FY2017 Amended Capital Budget in the total amount of \$49,517,643. Since then, staff discussed capital priorities for FY2018 and the corresponding funding sources available. The FY2018 Preliminary Capital Budget has been developed for Board review and input.

LYNX staff will present the FY2018 Capital Budget in the amount of \$63,880,489.

The FY2018 Operating and Capital Budgets, will be presented to the Board of Directors for final consideration and approval at the September 28, 2017 Board meeting.

**OVERVIEW:**

The proposed Capital Budget for FY2018 is \$63,880,489, which is an increase of \$14,362,846 or approximately 29% more than the FY2017 Amended Capital Budget. The increase in the capital budget from the FY2017 Amended Capital Budget results from an increase in Facilities, Passenger Amenities, Revenue Vehicles and Support Equipment

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 96.3% is funded through federal grants, 1.7% is funded through state grants, and the remaining 2.0% through local funds. The local contribution from the funding partners covers the capital bus lease, paratransit vehicles and LYMMO BRT expansion projects. In addition, funding through LYNX negotiated agreements will contribute to passenger shelter costs.

Specifically, this budget includes funds from the following areas:

<b>Federal</b>	\$ 61,534,383
<b>State</b>	1,108,755
<b>Local</b>	1,237,351
<b>Total</b>	<b>\$ 63,880,489</b>

The table below identifies capital expenditures by program:

	<b>Capital Program</b>	<b>FY2018 Requests</b>
1	Vehicles	\$ 31,018,692
2	Bus Rapid Transit (BRT) Construction	800,170
3	Facilities	5,863,512
4	Passenger Amenities/Related Enhancements	15,036,896
5	Technology Improvements	4,361,947
6	Security Enhancements	760,144
7	Support Equipment	6,039,128
	<b>Total</b>	<b>\$ 63,880,489</b>

Notes:

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

# FY2018 Overview of Preliminary Capital Budget

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**Presented to the  
LYNX Board of Directors**

July 27, 2017

# Key Capital Budget Assumptions

- Enhance LYNX facilities
- Advanced Fare Collection – Mobile Ticketing
- Fleet to support all service modes
- Passenger Amenities Program improvements
- Enhancement of security and surveillance systems
- Advance communications and technological capabilities

# FY2018 Preliminary Capital Budget Overview



<u>Capital Contributions</u>	<u>FY2018 Preliminary Budget</u>	<u>FY2017 Amended Budget</u>	<u>% Change</u>
Capital Contributions	\$ 63,880,489	\$ 49,517,643	29.0%
Capital Expenditures	<u>63,880,489</u>	<u>49,517,643</u>	<u>29.0%</u>
<b>Total</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>N/A</u></u>



# FY2018 Preliminary Capital Budget by Category



<b>Description</b>	<b>FY2018 Preliminary Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Amount Change</b>
<b>BRT</b>	\$ 800,170	\$ 1,985,630	(1,185,460)
<b>Facilities</b>	5,863,512	3,456,425	2,407,087
<b>Passenger Amenities</b>	15,036,896	11,822,362	3,214,534
<b>Security</b>	760,144	796,063	(35,919)
<b>Support Equipment</b>	6,039,128	3,719,755	2,319,373
<b>Technology</b>	4,361,947	4,333,194	28,753
<b>Support Vehicles</b>	332,533	407,991	(75,458)
<b>Revenue Vehicles</b>	30,686,159	22,996,223	7,689,936
<b>Total</b>	<b>\$ 63,880,489</b>	<b>\$ 49,517,643</b>	<b>\$ 14,362,846</b>

# FY2018 Preliminary Capital Budget Contributions



<u>Capital Contributions</u>	<u>FY2018 Preliminary Budget</u>	<u>FY2017 Amended Budget</u>	<u>Dollar Amount Change</u>
Federal Contributions	\$ 61,534,383	\$ 47,267,338	\$ 14,267,045
State Contributions	1,108,755	680,412	428,343
Local Contributions	1,237,351	1,569,893	(332,542)
<b>Total</b>	<b>\$ 63,880,489</b>	<b>\$ 49,517,643</b>	<b>\$ 14,362,846</b>

# FY2018 Preliminary Capital Budget

## Local Contributions



Description	FY2018 Preliminary Budget Amount	Source
East/West BRT Improvements	\$ 20,800	City of Orlando
Capital Bus Lease	918,954	Local \$2 Capital
Paratransit Vehicles	47,597	Local \$2 Capital
Passenger Amenities	250,000	Orange County
<b>Total</b>	<b>\$ 1,237,351</b>	

# FY2018 Budget Calendar



Final Board Action

September 28

Budget Year 17 – 18 Commences

October 1

**Work Session Item #9.C**

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** FY 2016 Federal Transit Administration Triennial Review Close-out

**Date:** 7/27/2017

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**BACKGROUND:**

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f)(2)) requires that “At least once every three years, the Federal Transit Administration (FTA) shall review and evaluate completely the performance of a grantee in carrying out its program, specifically referring to compliance with statutory and administrative requirements. Although not an audit, the Triennial review is the FTA’s assessment of LYNX’s compliance with federal requirements, as determined by examination of sampled grant management and program implementation practices.

In March 2016, the Federal Transit Administration conducted a Triennial Review of LYNX. The results from the FTA’s FY 2016 LYNX Triennial Review, was released in a Final Report dated May 11, 2016, which got presented to the LYNX Board on July 28, 2016. The presentation provided an overview of the process and summarized the 13 areas that were in compliance and 4 areas with deficiencies and required corrective actions, namely: Facilities Maintenance, Americans with Disabilities, Procurement and Drug-Free Workplace/Drug & Alcohols Program.

LYNX staff worked diligently to satisfy all the corrective actions and submittals necessary to close-out the findings. Staff is pleased to notify the Board that the FTA issued a close-out letter on May 19, 2017 with all deficiencies satisfactorily corrected, and all documented processes/procedures reviewed and concurred by FTA. A copy of the close-out letter to the LYNX Board is copied in the following page.

The attached presentation summarizes close-out status, Findings trends and Look ahead to a more proactive LYNX staff approach focused on compliance maintenance and capacity building.

**FISCAL IMPACT:**

Federal Transit Administration grants compliance is mandatory and a pre-requisite to receive and maintain federal funding eligibility for FTA grant funds. Staff assures the Board that the necessary corrective action procedures have been implemented and are being reviewed by respective departments to bring all program areas in compliance with the FTA's statutory and administrative requirements.



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IV  
Alabama, Florida, Georgia,  
Kentucky, Mississippi,  
North Carolina, Puerto  
Rico, South Carolina,  
Tennessee

230 Peachtree St., N.W.  
Suite 1400  
Atlanta, GA 30303  
404-865-5600  
404-865-5605 (fax)

May 19, 2017

Ms. Viviana Janer  
Chair, Board of Directors/Osceola County Commissioner  
Central Florida Regional Transportation Authority (LYNX)  
455 North Garland Avenue  
Orlando, FL 32801-1518

Re: Federal Transit Administration FY 2016 Triennial Review - Closed

Dear Ms. Janer:

The Federal Transit Administration (FTA) has completed its review of Central Florida Regional Transportation Authority (*d/b/a* LYNX) responses and related documentation to findings presented in the Triennial Review Report dated May 2016. The corrective actions that have been taken satisfactorily resolve these findings. The report is now considered closed. No further response is necessary.

Thank you for the assistance and cooperation provided by you and your staff. Chris White, (404) 865-5619, [christopher.white@dot.gov](mailto:christopher.white@dot.gov) or Dwight Hill, (404) 865-5641, [dwight.hill.ctr@dot.gov](mailto:dwight.hill.ctr@dot.gov) are available to assist you further if you have any questions.

Sincerely,

*Robert Buckley*

Robert Buckley, AICP  
Director, Office of Financial Management and Program Oversight

Cc: Belinda Balleras, Grants Manager  
Jaun Battle, Dep. Director of Transportation, LYNX  
Christopher White, General Engineer

# LYNX FY16 FTA TRIENNIAL REVIEW

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Federal Transit Administration

CLOSE-OUT



## Background:

- One of several FTA oversight reviews
- FTA's assessment of LYNX's compliance: 17 Review Areas

## Schedule:

- Part 1: Pre-site Visit Packages, deadlines met: October 8<sup>th</sup>, 2015 and December 11<sup>th</sup>, 2015
- Part 2: March 7, 8, 9, 2016 – Site Visit

## Findings:

- Six review areas cleared prior to site visit: Legal, Planning/Program of Projects, Half Fare, School Bus, Security, Public Comment on Fare Increases and Service Reductions
- Seven areas cleared during site visit: Financial Mgt/Capacity Capacity, Technical Capacity, Title VI, Disadvantaged Business Enterprise (DBE), Satisfactory Continuing Control, Charter Bus, Equal Employment Opportunity EEO
- Four review areas with deficient findings

# Deficiencies and Corrective Actions Concurred



- Facilities Maintenance

Deficiency	Status
Facility/ Equipment maintenance program lacking or inadequate	Adopted Plans: FTA approved procedure

- ADA

Deficiency	Status
Improper complementary paratransit eligibility determination process	Updated eligibility determination process
Insufficient no-show policy	Revised No-show policy implemented

- Procurement

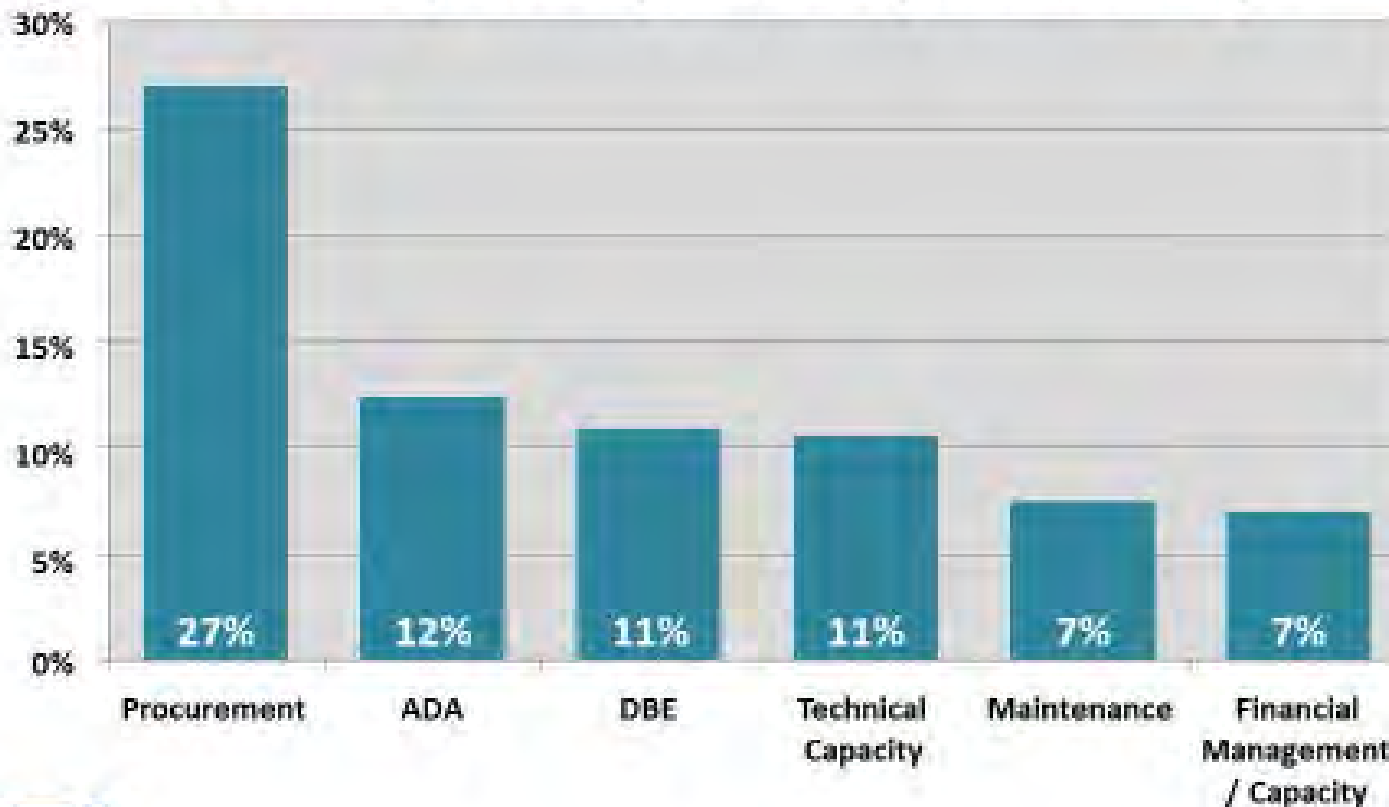
Deficiency	Status
No verification excluded parties are not participating; lacking independent cost estimate (ICE); lacking required cost/price analysis; responsibility determination deficiencies	FTA approved Standard Operating Procedures Manual for Procurement.

- Drug and Alcohol Program

Deficiency	Status
FTA drug & alcohol testing program not applied to all sensitive positions	Revised procedure implemented
Random testing below required level	Revised procedure implemented
Improper post-accident determination	Revised procedure implemented

## 2013-2015 Triennial Review

### Top 6 Finding Areas by Percentage of All Findings



## 2013-2015 Triennial Review Top 5 Findings

Top 5 Findings Nationwide	Area	Frequency
Lacking independent cost estimate	Procurement	1 in 4 reviews
No verification that excluded parties are not participating	Procurement	1 in 4 reviews
Lacking required cost/price analysis	Procurement	1 in 4 reviews
Insufficient no-show policy	ADA	1 in 5 reviews
No FTA clauses	Procurement	1 in 5 reviews

## Early Look at 2016\* Triennial Review

### Top 3 Procurement Findings

Top 3 Findings Nationwide	Common/Example Corrective Action(s)
Lacking required cost/price analysis	-Submit updated procedures -Submit proof of analysis for next procurement
Lacking independent cost estimate	-Submit updated procedures -Submit proof of independent cost estimate for next procurement
No verification that excluded parties are not participating	-Submit updated procedures for searching SAM.gov and documenting results

## Early Look at 2016\* Triennial Review

### Top 3 Maintenance Findings

Top 3 Findings Nationwide	Common/Example Corrective Action(s)
Facility/equipment maintenance plan lacking or inadequate	-Submit a revised facility maintenance program that includes all FTA-funded assets and security items, as well as routine inspections on a timely basis (daily, weekly, monthly, quarterly, and annually, etc.)
Late vehicle preventive maintenance	-Submit procedures for completing preventive maintenance inspections on time -Submit a monthly report signed by senior management demonstrating at least 80% on time PMI for 3 consecutive months
Vehicle maintenance plan incomplete or out of date	-Submit updated vehicle maintenance plan including missing elements

## Early Look at 2016\* Triennial Review

### Top 3 ADA Findings

Top 3 Findings Nationwide	Common/Example Corrective Action(s)
Insufficient no-show policy	-Revise no-show policy to only suspend riders who have established a pattern or practice of missing scheduled trips
Limits or capacity constraints on ADA Complementary Paratransit service	-Submit procedures for monitoring ADA complementary paratransit service for capacity constraints such as excessively long trips and the scheduling systems for making reservations
Insufficient ADA complaint process	-Develop and implement a process for receiving, tracking, reviewing, and resolving complaints

- PROACTIVE APPROACH: IMPLEMENT/UPDATE PROCEDURES
- NO REPEAT FINDINGS
- CAPACITY BUILDING. IDENTIFY GREATEST COMPLIANCE TRAINING NEEDS
- FTA'S OVERSIGHT TRAININGS
- FY 19 ADDED COMPLIANCE FOCUS
  - TRANSIT ASSET MANAGEMENT
  - SAFETY MANAGEMENT SYSTEM

THANK YOU!

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**Information Item A: Notification of Settlement Agreement**

**To:** LYNX Board of Directors

**From:** David Dees  
 DIRECTOR OF RISK MANAGEMENT  
 Esther Mitchell  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6127

**Item Name:** Notification of Settlement Agreement  
 Notification of Settlement Agreement pursuant to Administrative Rule 6

**Date:** 7/27/2017

LYNX General Liability Settlements (May 15, 2017 through June 29, 2017)

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
Cabot Jaffee	04/01/2014	Bus Struck MV	\$15,000.00	05/15/2017
Christina Kelley	08/15/2014	Bus Struck Pedestrian	\$5,000.00	05/18/2017
Arjun Kumar	10/15/2015	Bus Struck MV	\$2,584.48	05/18/2017
Dora Kelly	6/9/2006	Employee Accident	\$53,414.00	05/18/2017
Kent Mines	11/28/2014	Bus Struck MV	\$100,000	05/25/2017
Michael Urban	03/02/2017	Bus Struck MV	\$2,290.30	06/01/2017
Nazier Zabar	02/08/2017	Bus Struck MV	\$7,958.62	06/01/2017
Grace Guymon	08/31/2016	Bus Struck MV	\$500.00	06/01/2017
Vazquez-Cotto	03/19/2017	Bus Struck MV	\$1,392.97	06/15/2017

# LYNX Board Agenda

Jennifer Lucena	05/18/2017	Bus Struck MV	\$597.57	06/15/2017
Megan McHugh	04/16/2017	Bus Struck MV	\$695.50	06/15/2017
Lisa Brown	05/14/2017	Bus Struck MV	\$3,537.93	06/15/2017
Mavis Carr	03/27/2015	Bus Struck MV	\$4,987.04	06/15/2017
Melaine Colon	05/10/2017	Bus Struck MV	\$1,530.70	06/29/2017
Lindsey Moretz	01/18/2015	Bus Struck MV	\$9,000.00	06/29/2017
Mayra Padilla	04/22/2017	Bus Struck MV	\$6,844.50	07/13/2017
Johnna Wells	10/06/2015	Bus Struck MV	\$15,000.00	07/17/2017



**Monthly Report A: Monthly Financial Report**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
CRAIG CHARRETTE  
(Technical Contact)  
Nancy Navarro  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Monthly Financial Report June 30, 2017

**Date:** 7/27/2017

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Please find attached the preliminary monthly financial report for the nine months ending June 30, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2017 reflect total revenue earned in the amount of \$92,443,444 and total expenses incurred in the amount of \$91,753,669 resulting in a net operating profit of \$689,775.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$1,332,965 for the nine months of the fiscal year.
- Paratransit services resulted in a loss of (\$643,190) for the nine months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are 97% of the budgeted amount as of June 2017. Customer fares are 96% or (\$677,329) less than the budgeted amount year-to-date.

Advertising revenue is 126% of the amount budgeted for the month of June 2017. Advertising year-to-date is 18% lower or (\$319,020) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through June 30, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$935,533 \$494,548 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of June 2017,

LYNX locked in one hundred-eight percent 108% of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 104% or (\$228,815) over than budget year-to-date. In the month of June LYNX paid an average price of \$1.52 (net) per gallon for diesel fuel and \$1.18 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price per gallon of \$1.64 (net). The national diesel fuel price for the month of June 2017 was \$2.17 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 7% or \$2,669,128 under budget, while fringe benefits are 2% or \$395,270 under budget respectively, both together remain \$3,064,398 under budget due to various vacancies as of June 30, 2017. Professional service expenses are 52% or \$2,223,737 under budget due to various planning projects that do not commence until later in the current fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budget, with the exception of Taxes and Licensing. Collections for the CNG Royalties in the ninth month of the fiscal year currently amounts to \$18,536 for CNG purchases.

**Paratransit Operations:**

Paratransit's operational loss for the year is currently (\$643,190). The year-to-date cost of unleaded fuel is 17% over budget or (\$214,729) for the nine months of the new fiscal year. During the month of June 2017, LYNX locked in sixty-three percent (63%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$1.51 (net) per gallon in the FY2017 budget. LYNX is currently paying \$1.50 (net) per gallon. The national unleaded fuel price for the month of June 2017 was \$2.13 (net). An analysis of year-to-date purchased transportation trips and costs provided by MV Transportation is as follows:

<b>ACCESS LYNX - MV Transportation</b>			
<b>FY2017</b>	<b>Trips (Year-to-Date)</b>	<b>Blended Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>408,499</b>	<b>\$29.85</b>	<b>\$12,194,408</b>
<b>Amended Budget (rounding)</b>	<b>405,990</b>	<b>\$30.77</b>	<b>\$12,491,199</b>
<b>Trips / Costs Under (Over) Budget</b>	<b>(2,509)</b>	<b>\$.92</b>	<b>\$296,791</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**June 30, 2017 and 2016**  
(UNAUDITED)

	<b>2017</b>	<b>2016</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 40,606,670	42,053,314
Receivables:		
Local, trade and operating assistance	2,715,147	7,627,620
Federal grants	7,541,367	10,602,582
State grants	10,570,920	9,901,374
Inventory	1,920,745	1,821,067
State fuel tax refund	141,159	158,242
Prepaid expenses and other assets	1,039,591	1,075,176
	64,535,600	73,239,375
Total current assets		
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	6,606,156	4,857,150
Property and equipment:		
Land	10,018,522	8,161,465
Buildings and shelters	95,078,964	91,481,725
BRT Roadway	6,522,100	6,522,100
Revenue vehicles	166,516,969	156,173,652
Furniture, Fixtures & Equipment	42,735,116	39,389,466
Leasehold improvements	219,390	116,296
Total property and equipment	321,091,061	301,844,704
Less: accumulated depreciation	(179,988,798)	(166,421,212)
Construction in progress	24,973,023	21,948,724
Net property and equipment	166,075,285	157,372,216
Net Pension asset	-	6,283,485
Total noncurrent assets	172,681,441	168,512,851
<b>TOTAL ASSETS</b>	<b>237,217,042</b>	<b>241,752,225</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>		
Pension Contributions	10,140,917	3,315,057
Accumulated decrease in fair value of fuel hedge instrument	130,377	821,949
	10,271,294	4,137,006

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**June 30, 2017 and 2016**  
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 7,698,255	9,837,804
Accrued salaries and related taxes	1,712,339	2,478,956
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	226,469	551,466
Loans payable, current	-	813,225
Unearned operating revenue	5,647,267	10,679,330
Unearned capital	5,900,950	4,607,670
Derivative instrument - fuel hedge	130,377	821,949
Total current liabilities	<u>27,822,030</u>	<u>36,058,063</u>
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	3,872,473	4,440,501
Loans payable	-	-
Net Pension and OPEB Obligation	3,918,368	1,683,525
Accrued compensated absences, long-term	493,439	538,035
Accrued self-insurance liability, long-term	2,260,538	2,676,165
Total noncurrent liabilities	<u>10,544,818</u>	<u>9,338,226</u>
Total liabilities	<u>38,366,848</u>	<u>45,396,288</u>
<b>DEFERRED INFLOW OF RESOURCES</b>		
Pension Contributions	542,732	1,318,794
Accumulated increase in fair value of fuel hedge instrument	-	-
	<u>542,732</u>	<u>1,318,794</u>
<b>NET POSITION:</b>		
Invested in capital assets, net of related debt	160,704,875	151,400,521
Restricted	1,600,000	
Unrestricted	46,273,880	47,773,627
Total net position	<u>208,578,755</u>	<u>199,174,148</u>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<u>\$ 246,945,603</u>	<u>\$ 244,570,437</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2017 AND THE NINE MONTHS ENDED JUNE 30, 2017**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 19,625,653	19,058,735	97%	\$ 2,180,628	\$ 2,029,603	93%
Contract Services:						
Local Financial Assistance	10,867,524	10,889,349	100%	1,207,503	1,219,582	101%
Other Contractual Services	3,396,547	3,330,459		377,394	356,854	
Advertising	1,771,601	1,452,581	82%	196,845	247,743	126%
Other Operating Income	647,280	731,528	113%	134,035	16,963	13%
Total Operating Revenues	<u>36,308,605</u>	<u>35,462,652</u>	98%	<u>4,096,404</u>	<u>3,870,745</u>	94%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
State of Florida	7,705,298	7,607,067	99%	856,144	845,230	99%
Local	36,411,855	36,411,856	100%	4,045,762	4,045,762	100%
Planning and other assistance grants:						
Federal - Other	12,877,275	10,672,010	83%	1,451,531	1,149,084	79%
State of Florida - Other	2,572,915	1,949,221	76%	285,879	238,753	84%
Local Matching - Other	821,250	169,336	N/A	91,250	85,565	N/A
Interest Income	23,348	112,356	481%	2,594	23,903	921%
Gain / (Loss) on Sale of Assets	-	58,945	N/A	-	(222,282)	N/A
Total Nonoperating Revenues	<u>60,411,941</u>	<u>56,980,791</u>	94%	<u>6,733,161</u>	<u>6,166,015</u>	92%
Total Revenues	<u>96,720,546</u>	<u>92,443,444</u>	96%	<u>10,829,565</u>	<u>10,036,760</u>	93%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	36,329,146	33,661,334	93%	4,036,572	3,744,642	93%
Fringe Benefits	20,641,058	20,272,458	98%	2,293,451	1,811,188	79%
Purchased Transportation Services	14,311,933	13,999,878	98%	1,832,693	1,528,204	83%
Fuel	6,997,468	7,441,013	106%	777,496	848,147	109%
Other Materials and Supplies	5,980,046	5,844,823	98%	664,450	683,322	103%
Professional Services	4,824,530	2,484,295	51%	543,897	205,577	38%
Other Services	4,660,356	4,019,217	86%	530,702	456,934	86%
Lease and Miscellaneous Expenses	1,002,525	926,621	92%	111,392	142,653	128%
Casualty and Liability Insurance	1,694,458	1,654,138	98%	188,273	211,141	112%
Utilities	1,106,310	946,088	86%	122,923	122,240	99%
Taxes and Licenses	327,632	427,195	130%	36,404	43,270	119%
Interest Expense	76,387	76,609	100%	8,487	8,274	97%
Total Operating Expenses	<u>97,951,848</u>	<u>91,753,669</u>	94%	<u>11,146,739</u>	<u>9,805,593</u>	88%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (1,231,302)</u>	<u>\$ 689,775</u>	N/A	<u>\$ (317,175)</u>	<u>\$ 231,167</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT**  
**FOR THE MONTH OF JUNE 2017 AND THE NINE MONTHS ENDED JUNE 30, 2017**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 18,269,323	\$ 17,591,994	96%	\$ 2,029,925	\$ 1,873,645	92%
Contract Services:						
Local Financial Assistance	10,867,524	10,889,349	100%	1,207,503	1,219,582	101%
Other Contractual Services	198,537	121,661	N/A	22,060	-	N/A
Advertising	1,771,601	1,452,581	82%	196,845	247,743	126%
Other Operating Income	647,280	731,528	113%	134,035	16,963	13%
Total Operating Revenues	<u>31,754,265</u>	<u>30,787,113</u>	97%	<u>3,590,366</u>	<u>3,357,933</u>	94%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	7,705,298	7,607,067	99%	856,144	845,230	99%
Local	29,431,760	29,431,761	100%	3,270,196	3,270,196	100%
Planning and other assistance grants:						
Federal - Other	10,232,940	8,251,848	81%	1,157,716	867,133	75%
State of Florida - Other	2,303,267	1,949,221	85%	255,919	238,753	93%
Local Matching - Other	821,250	169,336	N/A	91,250	85,565	N/A
Interest Income	23,348	112,356	481%	2,594	23,903	921%
Gain / (Loss) on the Sale of Assets	-	58,945	N/A	-	(222,282)	N/A
Total Nonoperating Revenues	<u>50,517,863</u>	<u>47,580,535</u>	94%	<u>5,633,819</u>	<u>5,108,498</u>	91%
Total Revenues	<u>82,272,128</u>	<u>78,367,648</u>	95%	<u>9,224,185</u>	<u>8,466,431</u>	92%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	35,991,131	33,322,003	93%	3,999,015	3,690,055	92%
Fringe Benefits	20,424,937	20,029,667	98%	2,269,437	1,754,513	77%
Purchased Transportation Services	1,971,975	1,703,437	86%	219,108	179,894	82%
Fuel	5,739,228	5,968,043	104%	637,692	680,687	107%
Other Materials and Supplies	5,970,341	5,843,023	98%	663,371	683,200	103%
Professional Services	4,602,580	2,378,843	52%	511,398	184,374	36%
Other Services	4,465,747	3,842,430	86%	509,079	436,906	86%
Lease and Miscellaneous Expenses	996,601	922,760	93%	110,733	141,113	127%
Casualty and Liability Insurance	1,694,458	1,654,138	98%	188,273	211,141	112%
Utilities	1,076,260	931,553	87%	119,584	119,821	100%
Taxes and Licenses	273,715	362,177	132%	30,413	36,940	121%
Interest Expense	76,387	76,609	100%	8,487	8,274	97%
Total Operating Expenses	<u>83,283,359</u>	<u>77,034,683</u>	92%	<u>9,266,591</u>	<u>8,126,918</u>	88%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (1,011,231)</u>	<u>\$ 1,332,965</u>	N/A	<u>\$ (42,406)</u>	<u>\$ 339,513</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**FOR THE MONTH OF JUNE 2017 AND THE NINE MONTHS ENDED JUNE 30, 2017**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 1,356,330	\$ 1,466,741	108%	\$ 150,703	\$ 155,958	103%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	3,198,010	3,208,798	100%	355,334	356,854	100%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>4,554,340</u>	<u>4,675,539</u>	103%	<u>506,038</u>	<u>512,812</u>	101%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	6,980,095	6,980,095	100%	775,566	775,566	100%
Planning and other assistance grants:						
Federal - Other	2,644,335	2,420,162	92%	293,815	281,951	96%
State of Florida - Other	269,648	-	N/A	29,961	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>9,894,078</u>	<u>9,400,256</u>	95%	<u>1,099,342</u>	<u>1,057,517</u>	96%
Total Revenues	<u>14,448,418</u>	<u>14,075,796</u>	97%	<u>1,605,380</u>	<u>1,570,329</u>	98%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	338,015	339,331	100%	37,557	54,588	145%
Fringe Benefits	216,121	242,791	112%	24,013	56,675	236%
Purchased Transportation Services	12,339,958	12,296,441	100%	1,613,585	1,348,310	84%
Fuel	1,258,240	1,472,969	117%	139,804	167,460	120%
Other Materials and Supplies	9,705	1,800	19%	1,078	122	11%
Professional Services	221,950	105,452	48%	32,499	21,203	65%
Other Services	194,609	176,787	91%	21,623	20,028	93%
Lease and Miscellaneous Expenses	5,924	3,861	65%	658	1,540	234%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	30,049	14,535	48%	3,339	2,420	72%
Taxes and Licenses	53,917	65,018	121%	5,991	6,330	106%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>14,668,489</u>	<u>14,718,986</u>	100%	<u>1,880,148</u>	<u>1,678,676</u>	89%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (220,071)</u>	<u>\$ (643,190)</u>	N/A	<u>\$ (274,769)</u>	<u>\$ (108,347)</u>	N/A

**Monthly Report B: Monthly Financial Report**

**To:** LYNX Board of Directors

**From:** Blanche Sherman  
DIRECTOR OF FINANCE  
CRAIG CHARRETTE  
(Technical Contact)  
Nancy Navarro  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6100

**Item Name:** Monthly Financial Report May 31, 2017

**Date:** 7/27/2017

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Please find attached the preliminary monthly financial report for the eighth month ending May 31, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eighth month ending May 31, 2017 reflect total revenue earned in the amount of \$82,406,684 and total expenses incurred in the amount of \$81,947,790 resulting in a net operating profit of \$458,894

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$993,737 for the eighth months of the fiscal year.
- Paratransit services resulted in a loss of (\$534,843) for the eighth months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are 97% of the budgeted amount as of May 2017. Customer fares are 97% or (\$521,050) less than the budgeted amount year-to-date.

Advertising revenue is 70% of the amount budgeted for the month of May 2017. Advertising year-to-date is 23% lower or (\$369,918) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through May 31, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$774,448, \$410,391 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of May 2017,



LYNX locked in ninety seven percent 97% of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 104% or (\$185,820) over than budget year-to-date. In the month of May LYNX paid an average price of \$1.62 (net) per gallon for diesel fuel and \$1.28 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price per gallon of \$1.64 (net). The national diesel fuel price for the month of May 2017 was \$2.22 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 7% or \$2,360,167 under budget, while fringe benefits are 1% or (\$119,655) over budget respectively, both together remain \$2,240,512 under budget due to various vacancies as of May 31, 2017. Professional service expenses are 54% or \$1,896,713 under budget due to various planning projects that do not commence until later in the current fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budget, with the exception of Taxes and Licensing. Collections for the CNG Royalties in the eight month of the fiscal year currently amounts to \$16,455 for CNG purchases.

**Paratransit Operations:**

Paratransit's operational loss for the year is currently (\$534,843). Purchased Transportation Services are 2% over budget or (\$221,757) over the budgeted amount. The year-to-date cost of unleaded fuel is 17% over budget or (\$187,074) for the eighth month of the new fiscal year. During the month of May 2017, LYNX locked in fifty nine percent (59%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$1.51 (net) per gallon in the FY2017 budget. LYNX is currently paying \$1.59 (net) per gallon. The national unleaded fuel price for the month of May 2017 was \$2.17 (net). An analysis of year-to-date purchased transportation trips and costs provided by MV Transportation is as follows:

<b>ACCESS LYNX - MV Transportation</b>			
<b>FY2017</b>	<b>Trips (Year-to-Date)</b>	<b>Blended Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>360,878</b>	<b>\$30.11</b>	<b>\$10,865,613</b>
<b>Amended Budget (rounding)</b>	<b>360,880</b>	<b>\$30.77</b>	<b>\$11,103,288</b>
<b>Trips / Costs Under (Over) Budget</b>	<b>2</b>	<b>\$.66</b>	<b>\$237,675</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**May 31, 2017 and 2016**  
(UNAUDITED)

	<b>2017</b>	<b>2016</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 40,259,285	38,425,247
Receivables:		
Local, trade and operating assistance	2,817,793	9,337,802
Federal grants	11,088,528	14,175,440
State grants	10,535,237	8,667,258
Inventory	1,972,219	1,881,038
State fuel tax refund	174,030	148,121
Prepaid expenses and other assets	1,150,590	1,138,302
	67,997,682	73,773,208
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	6,604,500	4,855,898
Property and equipment:		
Land	10,018,522	8,161,465
Buildings and shelters	95,078,964	91,481,725
BRT Roadway	6,522,100	6,499,619
Revenue vehicles	176,684,425	162,888,018
Furniture, Fixtures & Equipment	42,883,929	39,237,631
Leasehold improvements	219,390	110,109
Total property and equipment	331,407,329	308,378,567
Less: accumulated depreciation	(188,303,577)	(171,097,357)
Construction in progress	24,467,017	21,091,623
Net property and equipment	167,570,769	158,372,833
Net Pension asset	-	6,283,485
Total noncurrent assets	174,175,269	169,512,216
<b>TOTAL ASSETS</b>	<b>242,172,952</b>	<b>243,285,424</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>		
Pension Contributions	10,140,917	3,315,057
Accumulated decrease in fair value of fuel hedge instrument	130,377	821,949
	10,271,294	4,137,006

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**May 31, 2017 and 2016**  
(UNAUDITED)

	<b>2017</b>	<b>2016</b>
<b>LIABILITIES AND NET POSITION</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 8,679,626	9,813,575
Accrued salaries and related taxes	4,836,895	2,466,328
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	226,469	551,466
Loans payable, current	-	813,225
Unearned operating revenue	5,402,649	11,023,109
Unearned capital	5,727,244	4,633,024
Derivative instrument - fuel hedge	130,377	821,949
Total current liabilities	31,509,632	36,390,339
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	3,872,473	4,440,501
Loans payable	-	-
Net Pension and OPEB Obligation	3,918,368	1,683,525
Accrued compensated absences, long-term	493,439	538,035
Accrued self-insurance liability, long-term	2,260,538	2,676,165
Total noncurrent liabilities	10,544,818	9,338,226
Total liabilities	42,054,450	45,728,565
<b>DEFERRED INFLOW OF RESOURCES</b>		
Pension Contributions	542,732	1,318,794
Accumulated increase in fair value of fuel hedge instrument	-	-
	542,732	1,318,794
<b>NET POSITION:</b>		
Invested in capital assets, net of related debt	162,204,351	152,406,475
Restricted	1,600,000	-
Unrestricted	46,042,712	47,968,596
Total net position	209,847,063	200,375,071
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 251,901,513</b>	<b>\$ 246,103,636</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF MAY 2017 AND THE EIGHT MONTHS ENDED MAY 31, 2017**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 17,445,025	17,029,131	98%	\$ 2,180,628	\$ 2,113,451	97%
Contract Services:						
Local Financial Assistance	9,660,021	9,669,767	100%	1,207,503	1,232,364	102%
Other Contractual Services	3,019,153	2,973,605		377,394	356,274	
Advertising	1,574,756	1,204,838	77%	196,845	138,488	70%
Other Operating Income	513,246	714,565	139%	134,035	63,652	47%
Total Operating Revenues	<u>32,212,201</u>	<u>31,591,907</u>	98%	<u>4,096,404</u>	<u>3,904,229</u>	95%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
State of Florida	6,849,154	6,761,837	99%	856,144	845,230	99%
Local	32,366,093	32,366,094	100%	4,045,762	4,045,762	100%
Planning and other assistance grants:						
Federal - Other	11,425,744	9,522,926	83%	1,451,531	1,237,964	85%
State of Florida - Other	2,287,035	1,710,468	75%	285,879	225,400	79%
Local Matching - Other	730,000	83,771	N/A	91,250	-	N/A
Interest Income	20,754	88,453	426%	2,594	12,780	493%
Gain / (Loss) on Sale of Assets	-	281,227	N/A	-	60,870	N/A
Total Nonoperating Revenues	<u>53,678,781</u>	<u>50,814,776</u>	95%	<u>6,733,161</u>	<u>6,428,006</u>	95%
Total Revenues	<u>85,890,981</u>	<u>82,406,683</u>	96%	<u>10,829,565</u>	<u>10,332,236</u>	95%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	32,292,574	29,916,692	93%	4,036,572	3,911,861	97%
Fringe Benefits	18,347,607	18,461,270	101%	2,293,451	2,281,029	99%
Purchased Transportation Services	12,479,240	12,471,674	100%	1,832,693	1,532,775	84%
Fuel	6,219,971	6,592,866	106%	777,496	901,759	116%
Other Materials and Supplies	5,315,597	5,161,501	97%	664,450	727,741	110%
Professional Services	4,280,633	2,278,718	53%	543,897	450,628	83%
Other Services	4,129,654	3,562,283	86%	530,702	486,228	92%
Lease and Miscellaneous Expenses	891,133	783,968	88%	111,392	113,837	102%
Casualty and Liability Insurance	1,506,185	1,442,996	96%	188,273	178,311	95%
Utilities	983,387	823,848	84%	122,923	104,969	85%
Taxes and Licenses	291,228	383,638	132%	36,404	50,724	139%
Interest Expense	67,899	68,335	101%	8,487	8,274	97%
Total Operating Expenses	<u>86,805,108</u>	<u>81,947,790</u>	94%	<u>11,146,739</u>	<u>10,748,137</u>	96%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (914,127)</u>	<u>\$ 458,894</u>	N/A	<u>\$ (317,175)</u>	<u>\$ (415,902)</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT**  
**FOR THE MONTH OF MAY 2017 AND THE EIGHT MONTHS ENDED MAY 31, 2017**  
**(UNAUDITED)**

	Year to Date			Month of May		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 16,239,398	\$ 15,718,348	97%	\$ 2,029,925	\$ 1,946,434	96%
Contract Services:						
Local Financial Assistance	9,660,021	9,669,767	100%	1,207,503	1,232,364	102%
Other Contractual Services	176,477	121,661	N/A	22,060	-	N/A
Advertising	1,574,756	1,204,838	77%	196,845	138,488	70%
Other Operating Income	<u>513,246</u>	<u>714,565</u>	139%	<u>134,035</u>	<u>63,652</u>	47%
Total Operating Revenues	<u>28,163,898</u>	<u>27,429,180</u>	97%	<u>3,590,366</u>	<u>3,380,938</u>	94%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	6,849,154	6,761,837	99%	856,144	845,230	99%
Local	26,161,564	26,161,566	100%	3,270,196	3,270,196	100%
Planning and other assistance grants:						
Federal - Other	9,075,224	7,384,716	81%	1,157,716	963,410	83%
State of Florida - Other	2,047,349	1,710,468	84%	255,919	225,400	88%
Local Matching - Other	730,000	83,771	N/A	91,250	-	N/A
Interest Income	20,754	88,453	426%	2,594	12,780	493%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>281,227</u>	N/A	<u>-</u>	<u>60,870</u>	N/A
Total Nonoperating Revenues	<u>44,884,045</u>	<u>42,472,037</u>	95%	<u>5,633,819</u>	<u>5,377,887</u>	95%
Total Revenues	<u>73,047,943</u>	<u>69,901,217</u>	96%	<u>9,224,185</u>	<u>8,758,825</u>	95%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	31,992,116	29,631,949	93%	3,999,015	3,877,267	97%
Fringe Benefits	18,155,499	18,275,154	101%	2,269,437	2,260,103	100%
Purchased Transportation Services	1,752,867	1,523,543	87%	219,108	201,405	92%
Fuel	5,101,536	5,287,356	104%	637,692	717,154	112%
Other Materials and Supplies	5,306,970	5,159,822	97%	663,371	727,240	110%
Professional Services	4,091,182	2,194,469	54%	511,398	423,757	83%
Other Services	3,956,668	3,405,524	86%	509,079	466,476	92%
Lease and Miscellaneous Expenses	885,867	781,647	88%	110,733	113,737	103%
Casualty and Liability Insurance	1,506,185	1,442,996	96%	188,273	178,311	95%
Utilities	956,676	811,732	85%	119,584	102,964	86%
Taxes and Licenses	243,302	324,950	134%	30,413	41,714	137%
Interest Expense	<u>67,899</u>	<u>68,335</u>	101%	<u>8,487</u>	<u>8,274</u>	97%
Total Operating Expenses	<u>74,016,767</u>	<u>68,907,480</u>	93%	<u>9,266,591</u>	<u>9,118,401</u>	98%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (968,824)</u>	<u>\$ 993,737</u>	N/A	<u>\$ (42,406)</u>	<u>\$ (359,577)</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**FOR THE MONTH OF MAY 2017 AND THE EIGHT MONTHS ENDED MAY 31, 2017**  
**(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 1,205,627	\$ 1,310,783	109%	\$ 150,703	\$ 167,017	111%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	2,842,675	2,851,944	100%	355,334	356,274	100%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>4,048,302</u>	<u>4,162,727</u>	103%	<u>506,038</u>	<u>523,291</u>	103%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	6,204,529	6,204,529	100%	775,566	775,566	100%
Planning and other assistance grants:						
Federal - Other	2,350,520	2,138,210	91%	293,815	274,554	93%
State of Florida - Other	239,687	-	N/A	29,961	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>8,794,736</u>	<u>8,342,739</u>	95%	<u>1,099,342</u>	<u>1,050,120</u>	96%
Total Revenues	<u>12,843,038</u>	<u>12,505,466</u>	97%	<u>1,605,380</u>	<u>1,573,411</u>	98%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	300,458	284,743	95%	37,557	34,595	92%
Fringe Benefits	192,107	186,116	97%	24,013	20,927	87%
Purchased Transportation Services	10,726,374	10,948,131	102%	1,613,585	1,331,370	83%
Fuel	1,118,435	1,305,509	117%	139,804	184,605	132%
Other Materials and Supplies	8,627	1,678	19%	1,078	502	47%
Professional Services	189,451	84,249	44%	32,499	26,871	83%
Other Services	172,986	156,759	91%	21,623	19,753	91%
Lease and Miscellaneous Expenses	5,266	2,321	44%	658	101	15%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	26,711	12,116	45%	3,339	2,005	60%
Taxes and Licenses	47,927	58,688	122%	5,991	9,009	150%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>12,788,341</u>	<u>13,040,310</u>	102%	<u>1,880,148</u>	<u>1,629,737</u>	87%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ 54,697</u>	<u>\$ (534,843)</u>	N/A	<u>\$ (274,769)</u>	<u>\$ (56,326)</u>	N/A

**Monthly Report C: Business Development Report**

**To: LYNX Board of Directors**

**From: Matthew Friedman**  
DIRECTOR OF MARKETING COMM  
**Matthew Friedman**  
(Technical Contact)  
**Janet Amador**  
(Technical Contact)

**Phone: 407.841.2279 ext: 6206**

**Item Name: Business Development Report: May 2017 - June 2017**

**Date: 7/27/2017**

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**Advertising Sales**

<b>Advertising Sales</b>	<b>May 2017 **</b>	<b>June 2017</b>
Advertising Sales Revenue	\$ 242,764	\$ 163,682
Net Revenue to LYNX Fiscal Year to Date	\$ 1,265,999	\$ 1,429,681

\*\*2<sup>nd</sup> Highest Month in Program History

**Commuter Vanpool**

<b>Commuter Vanpool</b>		
<b>Vanpools</b>	<b>May 2017</b>	<b>June 2017*</b>
Vanpool Participants	842	*856
Total Revenue Miles YTD	1,951,958	*2,202,694
New Vanpools	3	*5
Returned Vanpools	0	*2
Current Vans in Service	175	*178
Pending Vanpool Interest	Veterans Affairs (10)	Veterans Affairs (10)
	Coleman Prison (1)	Coleman Prison (1)
	Sea World (4)	Sea World (4)
	Lockheed Martin (3)	Lockheed Martin (3)
	TSA (2)	TSA (2)
	PEO STRI (2)	PEO STRI (2)
	Department of Defense (1)	Department of Defense (1)
Phone Inquiries	49	*45

\* Estimated Numbers



## Monthly Report D: Ridership Report

**To:** LYNX Board of Directors  
**From:** Tiffany Homler  
 CHIEF ADMINISTRATIVE OFFICER  
 Clifford Satter  
 (Technical Contact)  
**Phone:** 407.841.2279 ext: 6064  
**Item Name:** Ridership Report - October 2016 to May 2017  
**Date:** 7/27/2017

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### YEAR TO DATE (MAY 2017)

Service Mode	Oct-May(FY2016)	Oct-May(FY2017)	% Change
LYMMO (ORANGE LINE)	466,688	444,862	-4.68%
LYMMO (GRAPEFRUIT LINE)	309,252	268,832	-13.07%
LYMMO (LIME LINE)	30,158	51,370	70.34%
LYMMO (NORTH QUARTER)	16,495	27,656	67.66%
REGULAR FIXED-ROUTE	16,746,750	16,060,648	-4.10%
NEIGHBORLINK	115,191	105,792	-8.16%
<b>SUBTOTAL - FIXED, NL, + LYMMO</b>	<b>17,684,534</b>	<b>16,959,160</b>	<b>-4.10%</b>
SPECIAL SHUTTLE	61,048	57,945	N/A
EXPRESS LINK 208	6,846	5,064	-26.03%
ACCESS LYNX	362,622	399,483	10.17%
VANPOOL	254,937	298,916	17.25%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>685,453</b>	<b>761,408</b>	<b>11.08%</b>
<b>TOTAL ALL SERVICES</b>	<b>18,369,987</b>	<b>17,720,568</b>	<b>-3.54%</b>

## **Ridership Overview**

Other transit agencies in Florida and around the country are experiencing decreases in ridership. LYNX is constantly enhancing the transit service to better align with the Comprehensive Operations Analysis, which will help to identify factors that may be contributing to ridership declines.

### **LYMMO**

Through May 2017, total LYMMO ridership is down by four (3.63%) percent compared to last year this time. The drop in Orange Line ridership may still be related to riders not yet realizing that the Orange Line has been restored to its original alignment and that the North Quarter is now a separate line. Staff expects Orange Line ridership levels to gradually improve as riders realize headways have improved on the original Orange Line, since restoring the original alignment and creating a new separate Orange Line - North Quarter service. Staff will continue to promote and educate the public about the reinstatement of the original Orange Line - Downtown, and the creation of the Orange Line – North Quarter.

### **NeighborLink**

Ridership on the 13 NeighborLink services in May was 13,291. This was 93 fewer riders than May 2016.

### **VanPool**

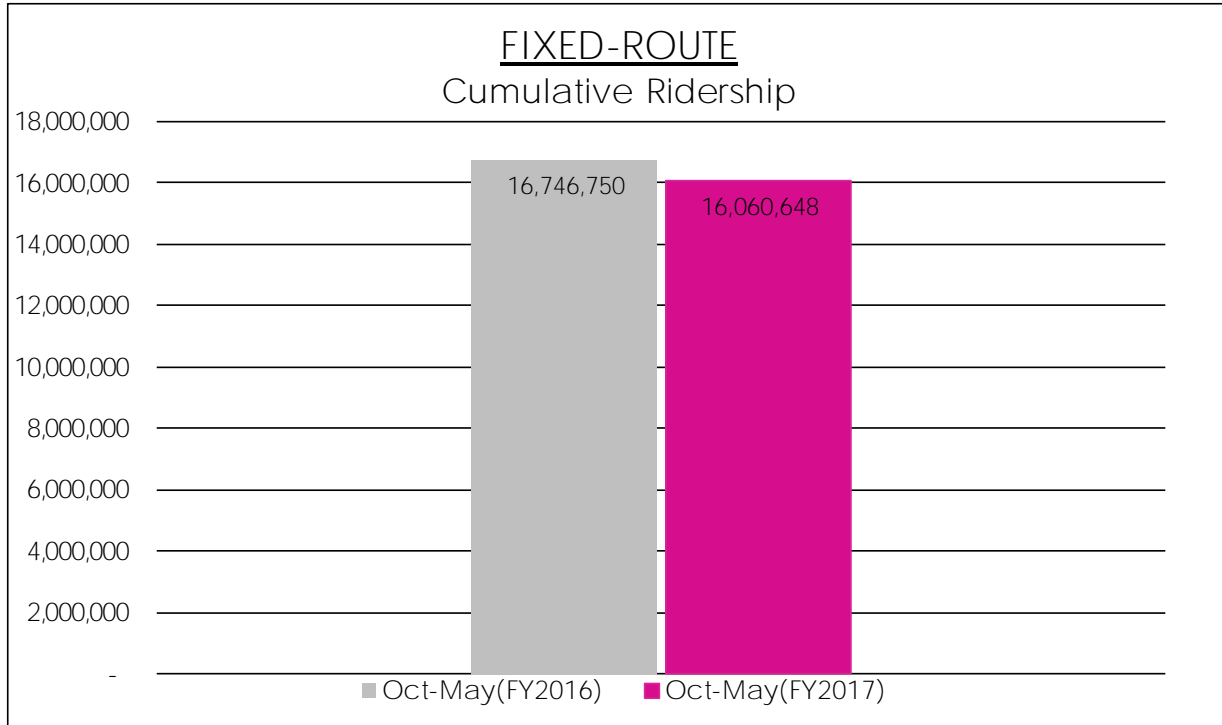
The number of vanpools in service has increased over the last fiscal year giving LYNX a seventeen (17.25%) percent increase in ridership so far this year.

### **Fixed-Route**

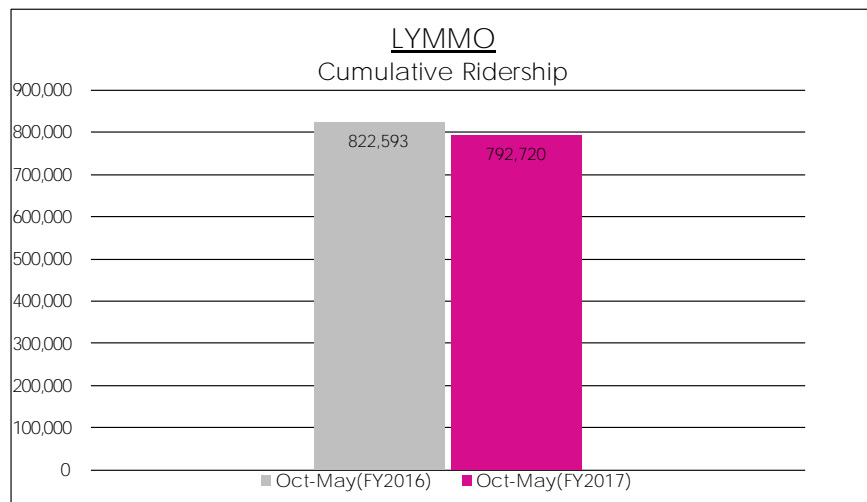
Fixed route ridership continues to fall short of FY 2016 ridership by four (4.10%) percent. Lower gas prices may be the primary reason for the decrease, but other factors may include the improving economy and customers shifting from LYNX services to SunRail for at least a portion of their weekday commute.

### **ACCESS LYNX**

ACCESS LYNX ridership is up by ten (10.17%) percent over fiscal year 2016 through May 2017.

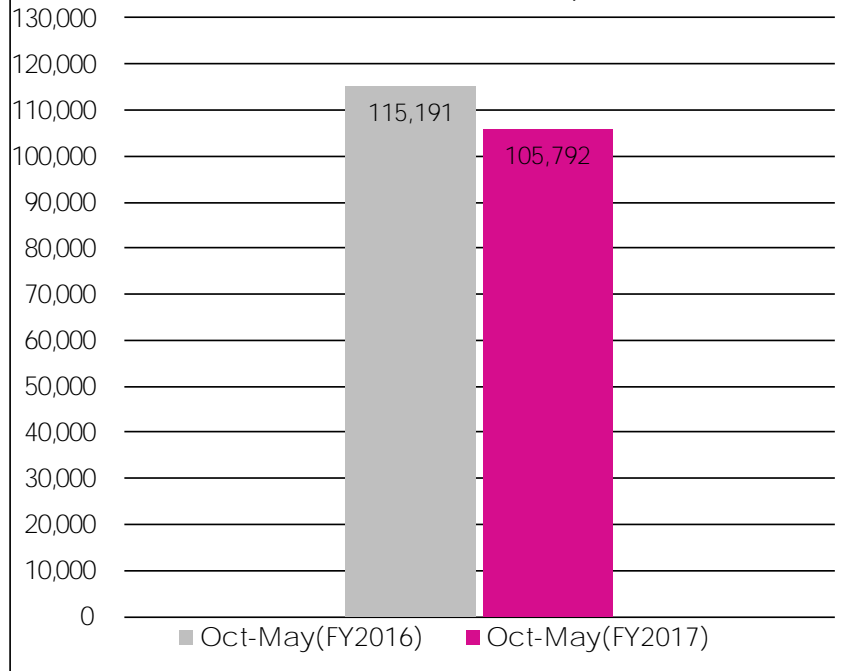


Period	FY TOTAL	Retail Gasoline Prices in Florida	May-16	May-17	Change
Oct-May(FY2016)	16,746,750	Source: U.S. Energy Info Administration			
Oct-May(FY2017)	16,060,648		\$2.31	\$2.46	6.22%
Change (%)	-4.10%				

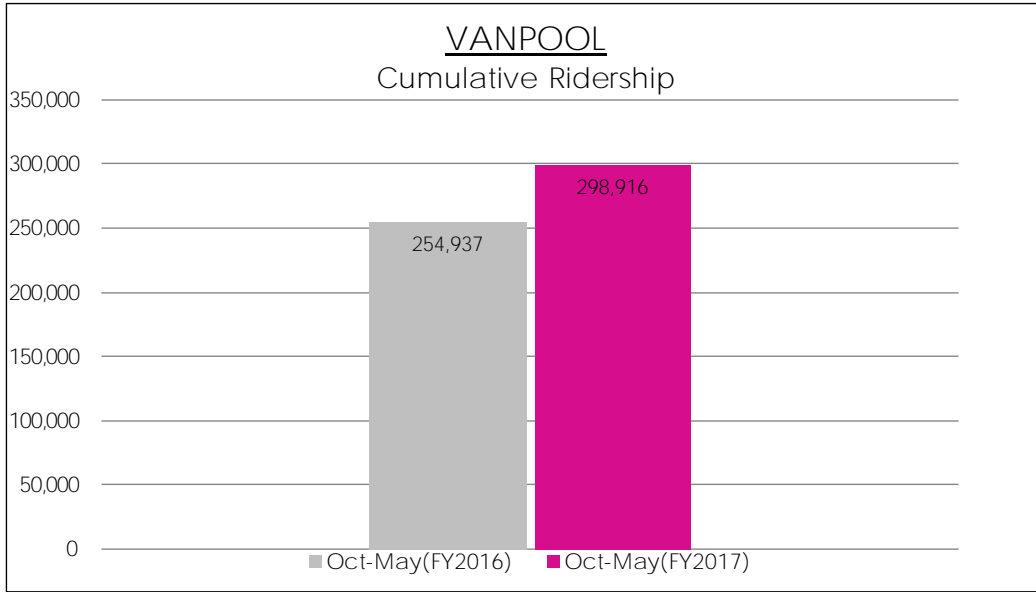


Service Mode	FY 2016	FY 2017	% Change
LYMMO (ORANGE - Downtown)	466,688	444,862	-4.68%
LYMMO (GRAPEFRUIT)	309,252	268,832	-13.07%
LYMMO (LIME)	30,158	51,370	N/A
LYMMO (N. QUARTER CIRCULATOR)	16,495	27,656	N/A
<b>TOTAL</b>	<b>822,593</b>	<b>792,720</b>	<b>-3.63%</b>

## NEIGHBORLINK Cumulative Ridership

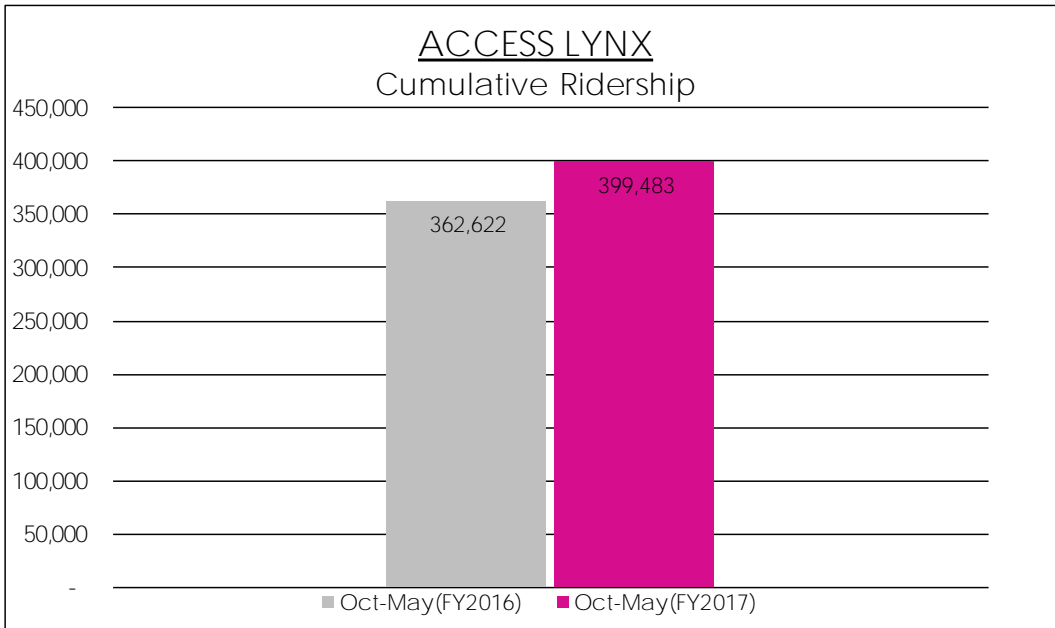


<i>Period</i>	<i>FY TOTAL</i>
Oct-May(FY2016)	115,191
Oct-May(FY2017)	105,792
Change (%)	-8.16%



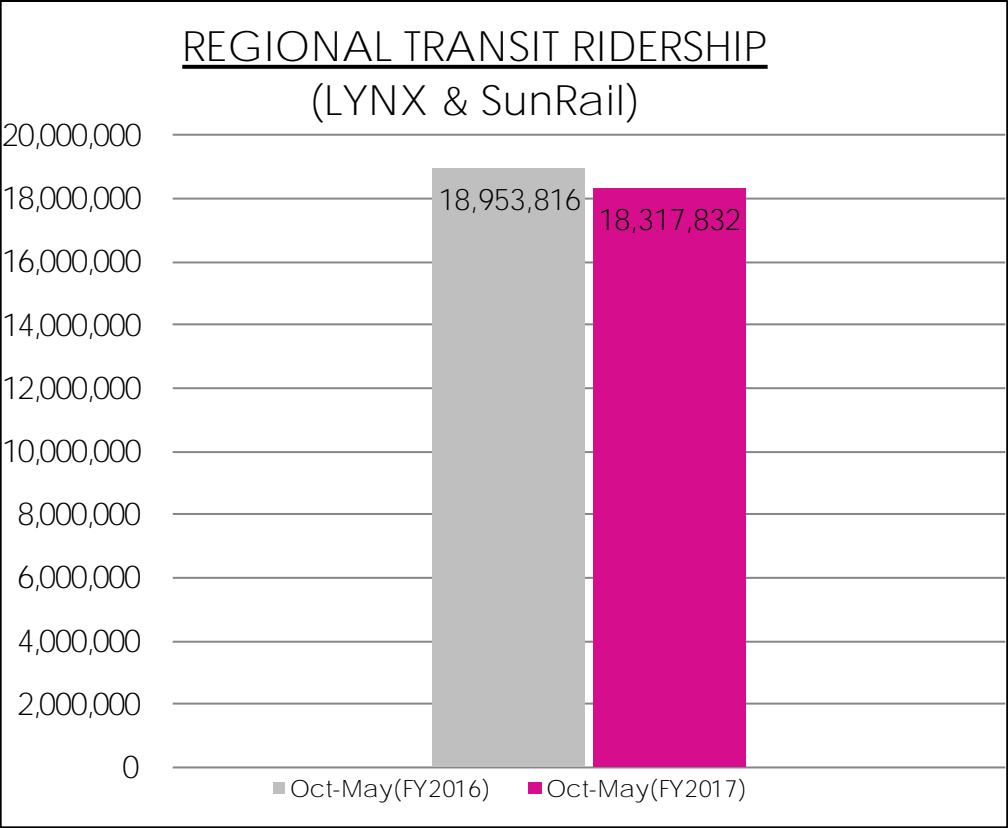
Period	FY TOTAL
Oct-May(FY2016)	254,937
Oct-May(FY2017)	298,916
Change (%)	17.25%

Vehicles Operated in Maximum Service	May-16	May-17	Change
Vehicles Operated	122	146	19.67%




Period	FY TOTAL
Oct-May(FY2016)	362,622
Oct-May(FY2017)	399,483
Change (%)	10.17%

Dates	Medicaid Policy Changes
August 1, 2014	Medicaid clients living in nursing homes were no longer eligible.
October 1, 2014	All Medicaid recipients were switched to HMO.
March 1, 2015	Only transports Medicaid recipients who are eligible either through the Americans with Disabilities Act (ADA), Transportation Disadvantage (TD), or are 80 years and older.



<i>Period</i>	<i>FY TOTAL</i>
Oct-May(FY2016)	18,953,816
Oct-May(FY2017)	18,317,832
Change (%)	-3.36%


## SUNRAIL

SunRail Monthly Ridership by Station													
	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17
Days of Operation	21	23	20	23	21	20	21	22	21	21	25	20	22
SunRail Station	Ridership Totals												
De Bary	8,370	9,460	8,560	8,853	7,370	6,645	7,616	8,916	8,495	8,911	11,657	7,574	8,094
Sanford	5,158	5,640	5,380	5,663	4,987	4,575	5,153	5,539	5,106	5,047	6,806	4,794	4,943
Lake Mary	6,678	7,662	6,466	7,411	6,445	6,143	6,821	7,627	6,684	6,503	9,533	6,971	6,474
Longwood	4,804	5,208	4,573	4,897	4,552	4,215	4,900	5,430	4,963	4,961	6,656	4,639	4,829
Altamonte Springs	4,914	5,298	4,627	5,121	4,699	4,440	4,984	5,472	5,034	5,069	6,723	4,553	4,701
Maitland	3,433	3,905	3,159	3,657	2,946	2,717	2,990	3,170	3,515	3,370	5,207	3,332	3,516
Winter Park	6,596	8,160	7,828	7,045	5,407	5,131	6,608	11,164	7,171	7,340	14,185	6,941	6,082
Florida Hospital/Health Village	4,265	4,992	4,022	4,113	3,681	3,494	3,827	3,872	3,892	4,108	5,290	3,994	4,422
LYNX Central Station	8,449	9,000	7,281	8,609	8,151	7,662	8,240	8,357	7,416	7,687	9,503	7,969	8,737
Church Street Station	7,644	9,975	7,355	8,278	7,154	6,466	7,313	8,001	7,788	8,391	12,136	7,924	8,284
Orlando Health/Amtrak	2,557	2,840	2,247	2,717	2,673	2,531	2,646	2,006	2,854	2,677	3,417	2,698	2,865
Sand Lake	8,375	10,249	8,522	8,899	8,047	7,186	8,267	9,349	8,627	8,766	12,093	8,230	8,644
<b>Monthly Station Total</b>	<b>71,243</b>	<b>82,389</b>	<b>70,020</b>	<b>75,263</b>	<b>66,112</b>	<b>61,205</b>	<b>69,365</b>	<b>78,903</b>	<b>71,545</b>	<b>72,830</b>	<b>103,206</b>	<b>69,619</b>	<b>71,591</b>
<b>Average Daily Station Total</b>	<b>3,393</b>	<b>3,582</b>	<b>3,501</b>	<b>3,272</b>	<b>3,148</b>	<b>3,060</b>	<b>3,303</b>	<b>3,587</b>	<b>3,407</b>	<b>3,468</b>	<b>4,128</b>	<b>3,481</b>	<b>3,254</b>

### SunRail Feeder Bus Connections

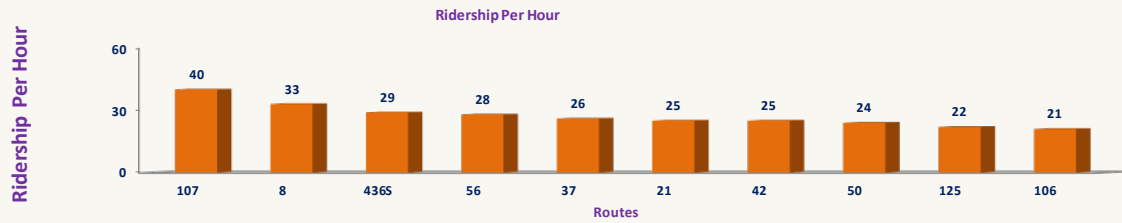
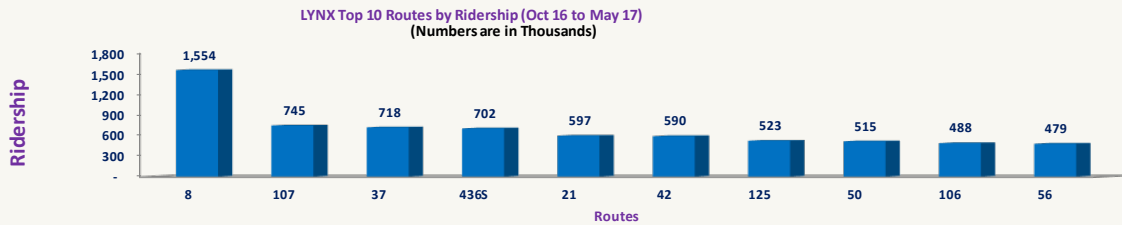
- In April 2014, LYNX adjusted services on 19 existing Links to provide feeder bus service to nine (9) SunRail Stations. These 19 Links represent 25% of LYNX's entire route structure.
- LYNX Central Station connects SunRail with 34 Links.

### SUNRAIL FEEDER BUS

	Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area												
	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17
Days of Operation	21	22	20	22	22	23	21	22	21	21	25	20	22
SunRail Station	Ridership Totals												
Sanford	472	457	366	337	438	515	350	450	473	490	435	427	455
Lake Mary	94	69	97	105	88	113	90	104	58	104	99	112	124
Longwood	50	64	73	70	62	66	64	67	70	69	77	56	57
Altamonte Springs	193	192	196	173	157	148	191	184	167	200	205	145	167
Maitland	24	16	18	19	18	20	21	15	19	22	18	27	21
Winter Park	237	224	238	223	203	246	225	255	295	288	270	356	346
Florida Hospital/Health Village	482	441	440	440	456	479	390	319	424	458	350	466	446
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	23	20	26	19	18	28	18	26	19	15	22	21	19
Sand Lake Road	298	306	277	284	279	272	289	246	255	293	276	265	357
<b>Total - All Station</b>	<b>1,873</b>	<b>1,789</b>	<b>1,731</b>	<b>1,670</b>	<b>1,719</b>	<b>1,887</b>	<b>1,638</b>	<b>1,666</b>	<b>1,780</b>	<b>1,939</b>	<b>1,752</b>	<b>1,875</b>	<b>1,992</b>

**FY 2017 LYNX  
TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 16 to MAY 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	YTD	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	194,467	193,975	191,154	192,242	184,465	202,122	194,133	201,321	-	-	-	-	1,553,879	9.68%
2	107	SOUTH US 441/FLA MALL	93,857	93,890	93,151	95,074	93,100	98,234	88,041	89,484	-	-	-	-	744,831	4.64%
3	37	PARK PROMENADE/FLORIDA MALL	90,253	90,572	87,447	90,495	87,084	93,337	88,692	89,852	-	-	-	-	717,732	4.47%
4	436S	436S - SOUTH S R 436	88,124	89,278	88,708	88,469	86,222	89,650	85,369	86,673	-	-	-	-	702,493	4.37%
5	21	CARVER SHORES	73,481	74,845	74,374	76,968	72,957	77,943	71,688	74,382	-	-	-	-	596,638	3.71%
6	42	INTL DR/ORLANDO INTL AIRPORT	73,583	77,175	73,525	72,497	68,166	76,675	75,070	73,585	-	-	-	-	590,276	3.68%
7	125	SILVER STAR RD CROSSTOWN	64,320	64,855	63,618	67,270	63,641	69,251	64,129	65,625	-	-	-	-	522,709	3.25%
8	50	DOWNTOWN ORLANDO/MAGIC KIN	67,551	63,994	65,185	61,101	55,848	63,641	67,652	69,571	-	-	-	-	514,543	3.20%
9	106	NORTH US 441/APOPKA	60,110	61,566	61,620	61,714	60,646	64,798	59,071	58,201	-	-	-	-	487,726	3.04%
10	56	WEST US 192/MAGIC KINGDOM	60,959	62,195	61,914	59,864	56,215	61,199	57,339	59,792	-	-	-	-	479,477	2.99%
<b>CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)</b>			<b>16,060,648</b>												<b>43%</b>	

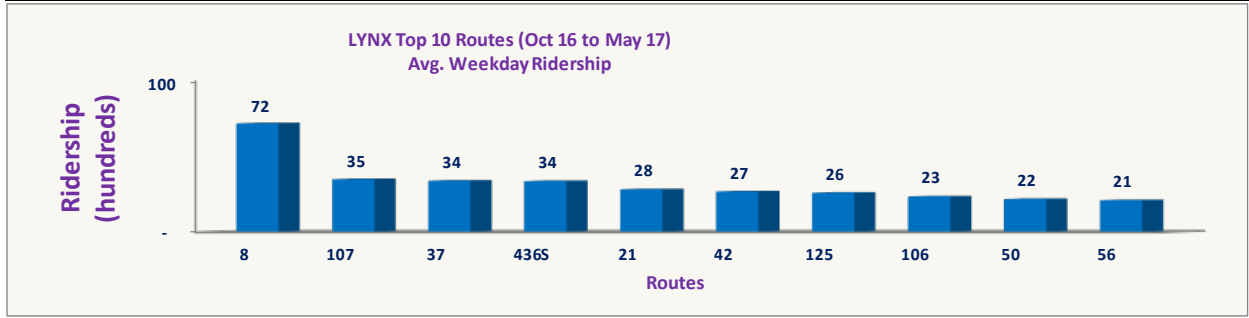


**TOP 10 ROUTES REPRESENT  
43% OF LYNX ENTIRE FIXED-ROUTE RIDERSHIP**



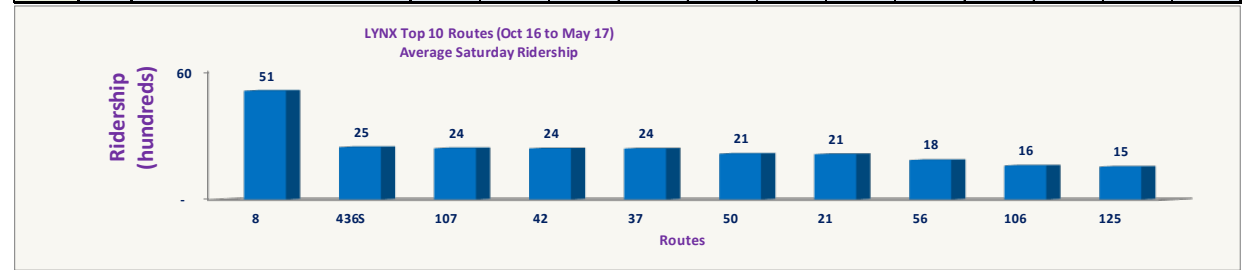
**FY 2017 LYNX TOP 10 FIXED-ROUTES  
AVERAGE WEEKDAY RIDERSHIP (OCT 16 to MAY 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
1	8	W OAK RIDGE RD/INTL DR	7,027	7,290	6,970	7,091	7,340	7,152	7,329	7,218	-	-	-	-
2	107	SOUTH US 441/FLA MALL	3,435	3,633	3,305	3,566	3,789	3,510	3,328	3,291	-	-	-	-
3	37	PARK PROMENADE/FLORIDA MALL	3,323	3,496	3,239	3,407	3,538	3,354	3,431	3,266	-	-	-	-
4	436S	436S - SOUTH S R 436	3,275	3,460	3,319	3,370	3,534	3,267	3,364	3,270	-	-	-	-
5	21	CARVER SHORES	2,746	2,871	2,739	2,913	2,960	2,820	2,751	2,745	-	-	-	-
6	42	INTL DR/ORLANDO INTL AIRPORT	2,531	2,827	2,629	2,630	2,683	2,680	2,810	2,570	-	-	-	-
7	125	SILVER STAR RD CROSSTOWN	2,523	2,610	2,467	2,662	2,684	2,600	2,613	2,540	-	-	-	-
8	106	NORTH US 441/APOPKA	2,263	2,429	2,327	2,332	2,474	2,343	2,346	2,217	-	-	-	-
9	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,211	2,202	2,173	2,044	2,031	2,111	2,303	2,282	-	-	-	-
10	56	WEST US 192/MAGIC KINGDOM	2,018	2,226	2,141	2,092	2,116	2,081	2,028	2,041	-	-	-	-



**FY 2017 LYNX TOP 10 FIXED-ROUTES  
AVERAGE SATURDAY RIDERSHIP (OCT 16 to MAY 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
1	8	W OAK RIDGE RD/INTL DR	5,134	5,044	4,973	4,785	5,217	5,185	5,245	5,103	-	-	-	-
2	436S	436S - SOUTH S R 436	2,613	2,648	2,360	2,346	2,489	2,404	2,415	2,341	-	-	-	-
3	42	INTL DR/ORLANDO INTL AIRPORT	2,562	2,616	2,259	2,159	2,242	2,421	2,369	2,489	-	-	-	-
4	107	SOUTH US 441/FLA MALL	2,546	2,348	2,257	2,345	2,386	2,542	2,520	2,238	-	-	-	-
5	37	PARK PROMENADE/FLORIDA MALL	2,396	2,388	2,291	2,249	2,484	2,462	2,439	2,374	-	-	-	-
6	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,259	2,190	1,975	1,974	2,055	2,066	2,367	2,273	-	-	-	-
7	21	CARVER SHORES	2,057	2,208	2,124	2,041	2,223	2,107	2,140	2,066	-	-	-	-
8	56	WEST US 192/MAGIC KINGDOM	2,010	1,959	1,837	1,741	1,871	1,794	1,802	1,752	-	-	-	-
9	106	NORTH US 441/APOPKA	1,688	1,613	1,536	1,536	1,748	1,705	1,581	1,307	-	-	-	-
10	125	SILVER STAR RD CROSSTOWN	1,423	1,569	1,512	1,520	1,661	1,551	1,597	1,451	-	-	-	-



## LYNX Monthly Ridership by Mode

Fiscal Year 2017													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	54,643	54,255	56,237	57,004	52,479	53,773	53,289	63,182					444,862
LYMMO (GRAPEFRUIT LINE)	31,695	34,840	33,596	34,152	32,790	32,388	31,799	37,572					268,832
LYMMO (LIME LINE)	7,849	6,577	6,100	7,403	6,306	6,602	6,357	4,176					51,370
LYMMO (CIRCULATOR)	3,886	3,470	2,996	3,180	3,426	3,390	3,955	3,353					27,656
REGULAR FIXED-ROUTE	2,018,447	2,028,206	2,008,409	2,026,282	1,942,973	2,081,060	1,952,481	2,002,790					16,060,648
NEIGHBORLINK	13,208	13,330	12,928	13,473	13,036	13,912	12,614	13,291					105,792
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,129,728</b>	<b>2,140,678</b>	<b>2,120,266</b>	<b>2,141,494</b>	<b>2,051,010</b>	<b>2,191,125</b>	<b>2,060,495</b>	<b>2,124,364</b>	-	-	-	-	<b>16,959,160</b>
SPECIAL SHUTTLES	670	5,660	7,725	23,855	-	1,601	18,434	-					57,945
EXPRESS LINK 208	604	727	796	601	480	511	524	821					5,064
ACCESS LYNX	46,805	48,747	48,096	49,645	47,985	54,569	50,693	52,943					399,483
VANPOOL	36,474	36,918	36,120	36,896	36,951	39,276	37,774	38,507					298,916
<b>SUBTOTAL - OTHER SERVICES</b>	<b>84,553</b>	<b>92,052</b>	<b>92,737</b>	<b>110,997</b>	<b>85,416</b>	<b>95,957</b>	<b>107,425</b>	<b>92,271</b>	-	-	-	-	<b>761,408</b>
<b>TOTAL ALL SERVICES</b>	<b>2,214,281</b>	<b>2,232,730</b>	<b>2,213,003</b>	<b>2,252,491</b>	<b>2,136,426</b>	<b>2,287,082</b>	<b>2,167,920</b>	<b>2,216,635</b>	-	-	-	-	<b>17,720,568</b>
% Change from Fiscal Year 2016 to Fiscal Year 2017													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	-22.88%	-12.14%	-8.97%	1.90%	2.06%	-0.97%	-2.30%	12.64%					-4.68%
LYMMO (GRAPEFRUIT LINE)	-35.30%	-9.34%	-1.00%	-9.21%	-19.62%	-17.37%	-3.92%	1.02%					-13.07%
LYMMO (LIME LINE)	N/A	N/A	N/A	578.55%	23.43%	-5.12%	-19.73%	-54.01%					70.34%
LYMMO (CIRCULATOR)	N/A	N/A	N/A	184.44%	-11.63%	-11.28%	4.00%	-13.49%					67.66%
REGULAR FIXED-ROUTE	-11.67%	-2.20%	-5.98%	1.15%	-3.76%	-2.11%	-4.66%	-2.56%					-4.10%
NEIGHBORLINK	-20.49%	-3.62%	-7.93%	0.15%	-8.86%	-7.12%	-13.54%	-0.69%					-8.16%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>-12.06%</b>	<b>-2.16%</b>	<b>-5.59%</b>	<b>1.37%</b>	<b>-3.91%</b>	<b>-2.41%</b>	<b>-4.69%</b>	<b>-2.33%</b>					<b>-4.10%</b>
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					N/A
EXPRESS LINK 208	-40.49%	-20.72%	-10.66%	-16.41%	-48.16%	-42.97%	-28.90%	10.20%					-26.03%
ACCESS LYNX	0.39%	14.39%	10.22%	15.00%	7.79%	14.24%	7.91%	11.90%					10.17%
VANPOOL	15.26%	23.40%	21.20%	18.15%	13.31%	16.76%	13.94%	16.88%					17.25%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>-10.68%</b>	<b>15.65%</b>	<b>19.98%</b>	<b>34.11%</b>	<b>5.93%</b>	<b>7.52%</b>	<b>19.58%</b>	<b>0.93%</b>					<b>11.08%</b>
<b>TOTAL ALL SERVICES</b>	<b>-12.00%</b>	<b>-1.53%</b>	<b>-4.74%</b>	<b>2.61%</b>	<b>-3.55%</b>	<b>-2.03%</b>	<b>-3.72%</b>	<b>-2.20%</b>					<b>-3.54%</b>
Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949	51,418	54,297	54,541	56,093	66,943	75,557	66,424	58,289	733,901
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618	40,794	39,198	33,097	37,191	42,017	40,920	47,893	46,784	486,866
LYMMO (LIME LINE)	-	-	-	1,091	5,109	6,958	7,920	9,080	5,773	5,005	9,231	9,204	59,371
LYMMO (CIRCULATOR)	-	-	-	1,118	3,877	3,821	3,803	3,876	4,829	5,586	4,804	4,664	36,378
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285	2,018,971	2,125,920	2,047,984	2,055,397	1,984,294	1,986,170	2,091,887	2,037,806	24,846,907
NEIGHBORLINK	16,611	13,830	14,042	13,453	14,303	14,979	14,589	13,384	13,679	13,357	15,125	14,089	171,441
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,421,674</b>	<b>2,187,903</b>	<b>2,245,843</b>	<b>2,112,514</b>	<b>2,134,472</b>	<b>2,245,173</b>	<b>2,161,934</b>	<b>2,175,021</b>	<b>2,117,535</b>	<b>2,126,595</b>	<b>2,235,364</b>	<b>2,170,836</b>	<b>26,334,864</b>
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649	2,579	6,949	8,969	10,416	5,203	5,542	5,158	9,089	86,040
EXPRESS LINK 208	1,015	917	891	719	926	896	737	745	869	668	895	672	9,950
ACCESS LYNX	46,624	42,616	43,636	43,170	44,519	47,765	46,979	47,313	45,645	44,170	48,795	48,337	549,569
VANPOOL	31,645	29,917	29,803	31,227	32,610	33,637	33,153	32,945	33,835	34,112	37,290	37,824	397,998
<b>SUBTOTAL - OTHER SERVICES</b>	<b>94,666</b>	<b>79,593</b>	<b>77,291</b>	<b>82,765</b>	<b>80,634</b>	<b>89,247</b>	<b>89,838</b>	<b>91,419</b>	<b>85,552</b>	<b>84,492</b>	<b>92,138</b>	<b>95,922</b>	<b>1,043,557</b>
<b>TOTAL ALL SERVICES</b>	<b>2,516,340</b>	<b>2,267,496</b>	<b>2,323,134</b>	<b>2,195,279</b>	<b>2,215,106</b>	<b>2,334,420</b>	<b>2,251,772</b>	<b>2,266,440</b>	<b>2,203,087</b>	<b>2,211,087</b>	<b>2,327,502</b>	<b>2,266,758</b>	<b>27,378,421</b>

### MAY 2017 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in May 2017 was 2,216,635. This represents a decrease of 2.20% over the previous year (May 2016).

#### May Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>May-16</i>	<i>May-17</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,155	2,432	12.82%
	Saturday	1,177	1,244	5.68%
	Sunday	1,020	942	-7.67%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,375	1,366	-0.67%
	Saturday	889	913	2.65%
	Sunday	793	774	-2.32%
LYMMO (LIME LINE)	Weekday	350	166	-52.62%
	Saturday	234	69	-70.64%
	Sunday	134	52	-61.47%
LYMMO (NORTH QUARTER)	Weekday	136	117	-13.94%
	Saturday	120	91	-24.06%
	Sunday	80	82	2.51%
REGULAR FIXED-ROUTE	Weekday	75,745	76,908	1.54%
	Saturday	54,252	42,527	-21.61%
	Sunday	34,401	28,141	-18.20%
EXPRESS LINK 208	Weekday	35	36	0.63%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	1,843	1,984	7.65%
	Saturday	1,001	1,138	13.69%
	Sunday	539	689	27.83%
NEIGHBORLINK	Weekday	576	545	-5.38%
	Saturday	324	328	1.23%
VANPOOL	Weekday	1,390	1,627	17.04%
	Saturday	261	311	19.19%
	Sunday	233	244	4.51%
<b>TOTAL</b> <i>LYNX</i> <i>SERVICES</i>	<b>Weekday</b>	<b>83,606</b>	<b>85,180</b>	<b>1.88%</b>
	<b>Saturday</b>	<b>58,257</b>	<b>46,619</b>	<b>-19.98%</b>
	<b>Sunday</b>	<b>37,199</b>	<b>30,923</b>	<b>-16.87%</b>

\*Ridership reporting for weekday and weekend fixed-route service may have been reported on next day due to delay in farebox data retrieval.

Monthly Report E: Communications Report

To: LYNX Board of Directors
From: Matthew Friedman, DIRECTOR OF MARKETING COMM, Matthew Friedman (Technical Contact), Janet Amador (Technical Contact)
Phone: 407.841.2279 ext: 6206
Item Name: Communications Report - May 2017 - June 2017
Date: 7/27/2017

EVENTS

Food Truck Friday

On May 12, LYNX participated in Food Truck Friday at the Dr. Phillips Center for the Performing Arts. The mini transportation fair was hosted by reThink Your Commute as part of the GoDTO: Downtown Orlando Commute Challenge. The attendees were a mix of regular food truck guests along with participants of the Downtown Orlando Commute Challenge. LYNX was present to inform downtown Orlando commuters about how to incorporate LYNX services into their daily travels.

LYNX Press Releases | Media Notes: May 2017

- May 1 LYNX Wins Fourth Straight State Maintenance and Operator Rodeo Championship
May 19 Memorial Day Holiday Schedule
May 30 LYNX to Hold Public Hearings and Workshops for August Service Proposal
June 15 LYNX Board of Directors and Oversight Committee Meetings Canceled for June 22
June 22 Independence Day Holiday Schedule

## LYNX News Articles: May 2017

- May 2 [LYNX wants to take over part of para-transit operations after years of problems](#)  
WFTV Channel 9  
Lynx wants to take over part of para-transit operations after...
- May 11 [Citrus Connection gets a whiff of that new bus smell](#)  
News Chief  
The Citrus Connection's first new buses in more than a decade were ... The Citrus Connection took ownership of six of LYNX's old buses in April 2016 ...
- May 20 [1 dead after moped crashes into Lynx bus, troopers say](#)  
WKMG Orlando  
A man was killed and another critically injured after the moped they were riding crashed into a Lynx bus, according to the Florida Highway Patrol.
- May 26 [Unionized LYNX bus drivers lash out at agency over wages](#)  
Orlando Sentinel  
Unionized drivers of the LYNX bus system railed at the agency's board Thursday for lousy pay, prompting at least one board member to lash back at an ...
- June 2 [LYNX to Hold Public Hearings and Workshops for August Service Proposal](#)  
MassTransitMag.com (press release) (registration) (blog)  
Link 11 — S. Orange Avenue/Orlando International Airport (Orange County) –All trips will serve the new Orlando International Airport Intermodal ...
- June 7 [Better Bus, Better Orlando](#)  
WMFE  
Edward Johnson, LYNX CEO, wants to build a better bus service in Orlando. His improvements include dedicated bus lanes on busy roads, making ...
- June 12 [SunRail, Lynx adds extra service for Pulse events Monday; streets will be temporarily closed for ...](#)  
Orlando Sentinel  
In anticipation of the crowds coming downtown Monday for the one-year remembrance events for the Pulse nightclub shooting, public transit providers ...

## LYNX Board Agenda

- June 18 [5 hospitalized after Lynx bus causes wreck near Florida Mall, officials say](#)  
Orlando Sentinel  
Five people were hospitalized Saturday afternoon after a LYNX bus caused a chain-reaction crash in Orange County, officials said. The three-vehicle ...
- June 21 [The benefits and struggles of riding Central Florida's better-than-nothing public bus system](#)  
Orlando Weekly  
Three hours before his shift starts at a hotel near Disney Springs, Daniel Paredes hops on the Lynx bus 56 headed to Magic Kingdom, earphones ...
- June 22 [Lynx, summer safety, Mira Sorvino: This weekend](#)  
Orlando Sentinel  
LYNX CEO Edward Johnson talks to Greg Warmoth on “Central Florida ... routes and on-time rates for Lynx buses; plans to partner with ride-sharing ... “Orlando Matters” looks at discounts available to local residents at 7 a.m. Saturday ...
- June 27 [Man threw concrete block through LYNX bus window, police say](#)  
WKMG Orlando  
ORLANDO, Fla. - A man was arrested Monday after Orlando police said he threw a concrete block through the window of a LYNX bus. Police said the ...

## SOCIAL MEDIA

- May 1 Go DTO Commute Challenge  
LYNX wins 4<sup>th</sup> straight maintenance and Operator Roadeo championship.  
Response to customer concern about bus operator leaving early.
- May 2 Addressed customer concerns about Link 11 service, insects on buses and customer transit etiquette.
- May 3 Remember to be courteous to fellow riders when riding LYNX.  
Response to customer concern about adding a 3<sup>rd</sup> bike rack to our buses.
- May 4 Throwback Thursday.  
Response to complaint about a bus operator who was not familiar with his route.  
Response to customer comment about a 3<sup>rd</sup> bike rack on our buses.  
Service Alert: Orange County law enforcement memorial detour.  
Mobile fare pilot recruitment to test new mobile ticketing application.
- May 5 Mobile fare pilot survey.
- May 6 Let us take you where you need to go. Welcome aboard Orlando!
- May 7 Mobile fare pilot recruitment to test new mobile ticketing application.  
Good morning from LYNX Operations Center.
- May 8 Response to question regarding mobile fare payment survey.  
Mobile fare payment pilot survey.  
Service alert: Detour at Kissimmee Intermodal Station due to police activity.  
Update: LYNX Kissimmee Intermodal Station is open.  
Response to complaint about Link 302 route operator did not know the route.  
Response to complaint about operator not familiar with his route.  
Response to customer concern about the air conditioner not working on a bus.
- May 9 Hello from Winter Park Village! Links 9, 23, 102 and 443 can take you there.  
Response to several questions about Kissimmee Intermodal Station brief closure due to police activity.  
Bus stop relocation at Lake Destiny Road and Maitland Center Parkway.  
Mobile fare payment pilot survey.
- May 10 Reminder of bus stop relocation at Lake Destiny Road and Maitland Center Parkway.  
Response to complaint about Link 8 constant delays.  
UCF/Valencia Downtown Campus groundbreaking.
- May 11 Supporting UCF/Valencia College as they break ground today.  
Mobile fare payment pilot survey.
- May 12 Last day to fill out mobile fare payment pilot survey.
- May 13 Service alert: Orlando City Soccer game detour.  
LYMMO to the Orlando City Soccer game.
- May 14 Happy Mother's Day!
- May 15 Memorial Day holiday schedule.  
Response to customer feedback about service.  
Response to feedback concerning Link 10.  
Response to customer feedback about their positive and negative experience.  
Response to customer complaint. Asked for additional information.
- May 16 A bright and sunny morning at Kissimmee Intermodal Station!

## LYNX Board Agenda

- May 17 Current situation in Orlando: warm sunshine and clear blue skies.  
Service alert: bus stop on Parramore Avenue relocated due to construction.
- May 18 Throwback Thursday.
- May 19 Welcome to the neighborhood Ace Café!  
Service alert: Orlando City Soccer game detour.  
Thanked all who participated in our Mobile fare pilot survey.  
Customer satisfaction survey.  
Providing shuttle service between Lake Mary SunRail and Sanford station due to police activity.  
Response to question about service alerts.
- May 20 Lost and found window is open today.  
Reminder: customer survey ends tomorrow.
- May 21 LYMMO to the Lions game.  
Last chance to take our customer survey.
- May 22 Response to question about collecting bus passes for filling out the survey.  
Clarified statement about emails sent to the selected participants of the mobile fare payment pilot.  
Memorial Day holiday schedule.  
Thank you for taking the time to complete our survey.  
Response to question about the customer satisfaction survey.
- May 23 SR436/Semorán Boulevard survey.
- May 24 Hurricane season starts June 1.  
Response about status of a bus pass order.  
Response to question about the ABBG Survey.
- May 25 A morning pick-me-up to get your through the day.
- May 26 Memorial Day holiday Schedule.  
Service alert: bus stop relocation on John Young Parkway.  
Response to customer feedback regarding service on 192 and Narcoossee Road.
- May 27 Have a safe Memorial Day weekend.
- May 28 Sometimes even our buses need a little relief from the sun.
- May 29 Memorial Day.  
Holiday schedule.
- May 30 Good morning from the LYMMO Orange line.  
August service proposal.  
Response to customer concern regarding Wi-Fi.
- May 31 Response to customer concern regarding a water leak on a bus.  
Service alert: Orlando City Stadium detour.  
Service alert: Bus stop relocation on John Young Parkway.  
Orlando City Soccer game day. Ride LYMMO.  
We're experiencing technical difficulties with our phones in customer service.  
Update: all customer service phone lines are working.
- June 1 Hurricane season starts today.



## LYNX Board Agenda

- June 2 National Doughnut Day.  
Response to concern regarding a VanPool driver.  
Response to complaint regarding delays on Link 15.
- June 3 LYNX bus passes.  
Service alert: Orlando City soccer game detour.  
LYMMO to the game.
- June 4 Service alert: Orlando City soccer game detour.  
LYMMO to the game.
- June 5 Public workshop/hearing at LYNX Central Station.  
Link 29 detour.  
Response to customer concern about a bus stop on John Young Parkway.  
Orlando shooting condolence message.  
Update: Link 29 resumed to normal route.  
Response to customer inquiry about bus pass retail locations.
- June 6 More rain is expected throughout the day but we've got you covered.  
August service proposal public workshop/hearing at LYNX Central Station.
- June 7 August service proposal public workshop/hearing at Kissimmee City Hall.  
Response to complaint regarding Link 37 bus delay.
- June 8 August service proposal public workshop/hearing at Longwood City Hall.  
Response to inquiry regarding job postings.
- June 9 Purchase LYNX bus passes at participating retail locations.  
Orlando United road closures.
- June 10 Join the community on Orlando United Day to honor the memory of the Pulse victims.
- June 11 In honor of the Pulse victims, we are lighting up LYNX Central Station in rainbow colors.  
Orlando United Day road closures.
- June 12 Orlando United Day. A day of love and kindness.  
Orlando Strong. Act, Love, Give.  
Orlando United Day detours.
- June 13 Video: What do those numbers on a LYNX bus really mean?
- June 14 National Dump the Pump Day is tomorrow. Walk, bike, Vanpool, ride LYNX.  
Response to customer comment regarding Dump the Pump Day.  
Service alert: bus stop relocation on SR 434.
- June 15 It's Dump the Pump Day! What's your mode of transportation?  
June 22 Board of Directors and Oversight Committee meetings have been canceled.  
Response to question about route details to Discovery Cove.
- June 16 August service proposal public comment.
- June 17 Visit [golynx.com](http://golynx.com) for route information, schedules, bus fares and more.  
LYMMO to the Lions game.
- June 18 Happy Father's Day!
- June 19 It's the start of a new week and Lennox wishes you a great one!  
Response to question regarding a bus pass.
- June 20 July 4<sup>th</sup> holiday schedule.
- June 21 Happy 1<sup>st</sup> day of Summer!

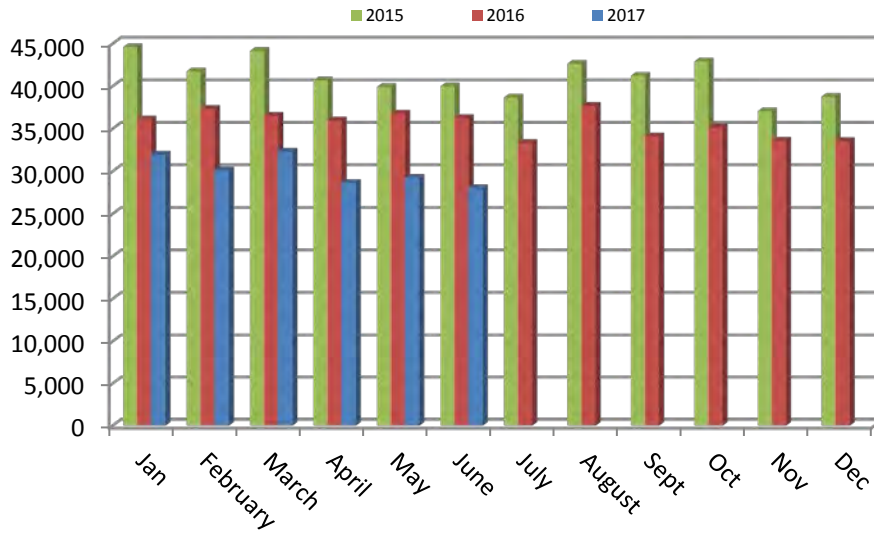
# LYNX Board Agenda

- Response to customer concern regarding Link 111.
- Response to complaint about bus delays.
- Response to comment about mobile fare payment.
- Response to complaint about lack of mobile payment app.
- June 22      Throwback Thursday.
- June 23      Friday feeling with Lennox.  
Colonial Drive and Lexington Avenue bus stop will be closed due to construction.
- June 24      Visit Central Florida's top attractions with LYNX.
- June 25      Getting ready for the work week? Be sure to purchase your weekly bus pass.
- June 26      4<sup>th</sup> of July holiday schedule.  
Service alert: New bus stops on Bumby Avenue.
- June 27      Happy National Sunglasses Day!  
Response to question regarding our former mascot Adeline.  
Response to question about bus fare.
- June 28      Street closures for Red, Hot and Boom event.  
Street closures for Fireworks at the Fountain.  
Response to customer concern regarding a lost bike on a LYNX bus.  
Response to customer complaint regarding Link 125
- June 29      Throwback Thursday.
- June 30      Headed to the airport for a 4<sup>th</sup> of July getaway? Ride SunRail to Link 111.

<b>SOCIAL MEDIA USAGE</b>	<b>MAY 2017</b>	<b>JUNE 2017</b>
Facebook Likes	4,436	4,466
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	76,781	38,692
Twitter Followers	4,642	4,700
<b>WEBSITE USAGE</b>		
Total Page Views	758,562	686,684
Total User Visits	102,665	98,007

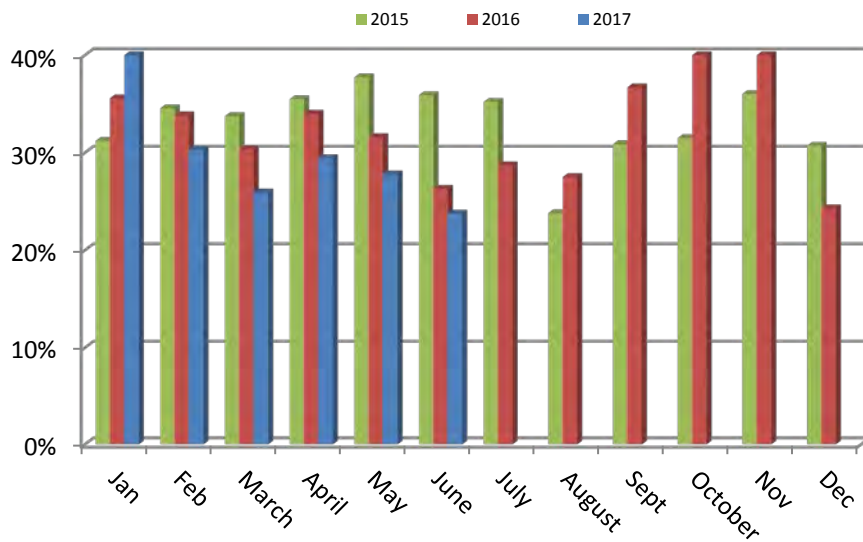
CUSTOMER SERVICE

Fixed Route Calls



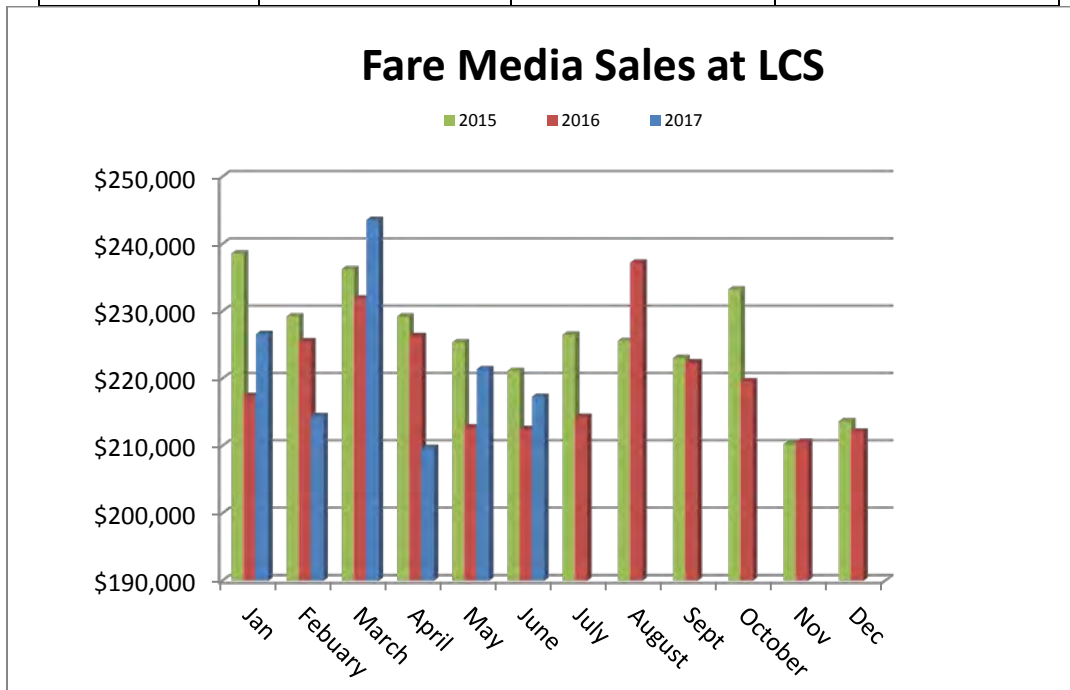
	2015	2016	2017
May	39,911	36,775	29,223
June	39,990	36,261	28,005

Lost & Found Percentage of Recovered

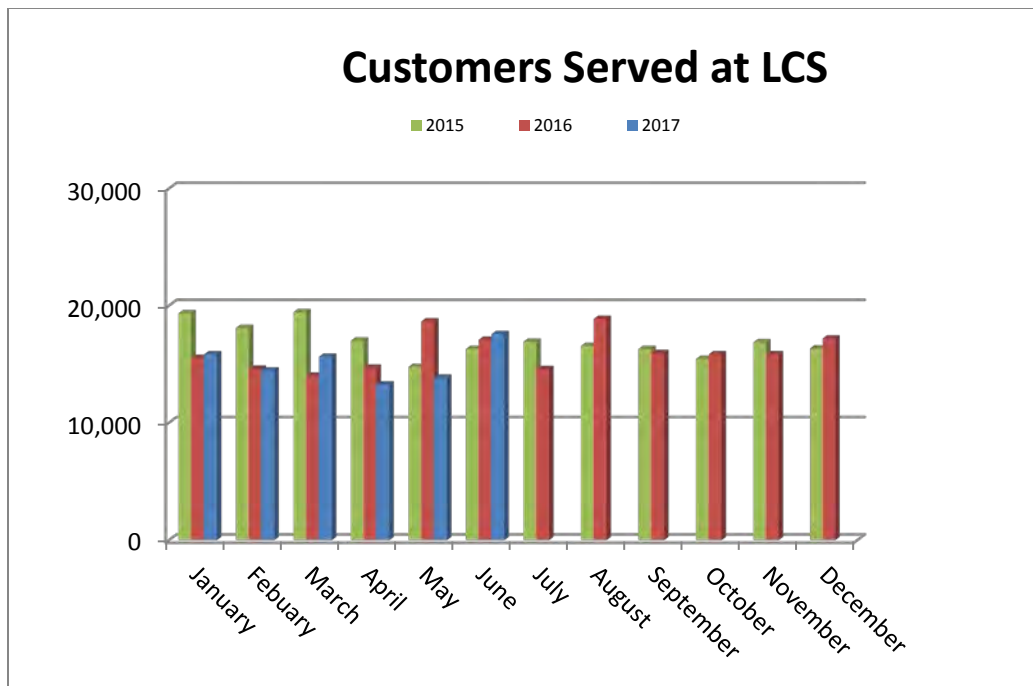


	2015	2016	2017
May	37.72%	31.60%	27.77%

June	35.90%	26.30%	23.75%
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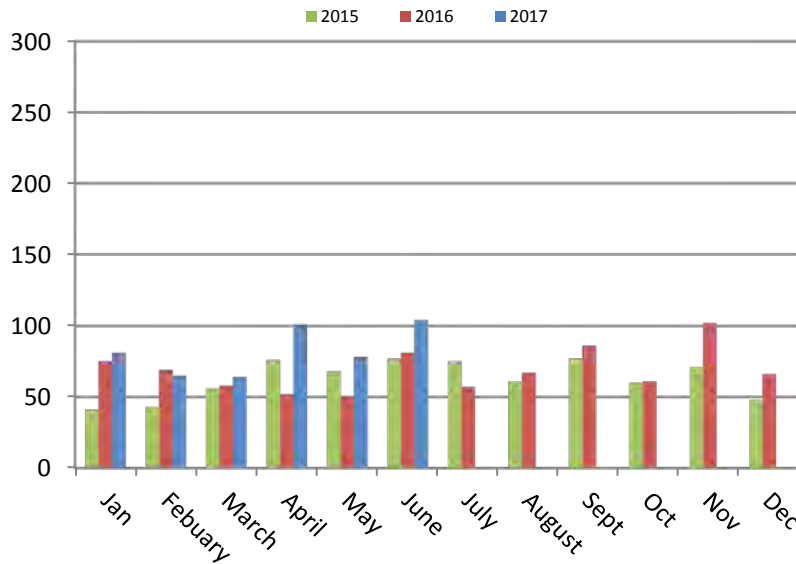


	2015	2016	2017
May	225,349	212,738	221,373
June	221,105	212,490	217,280



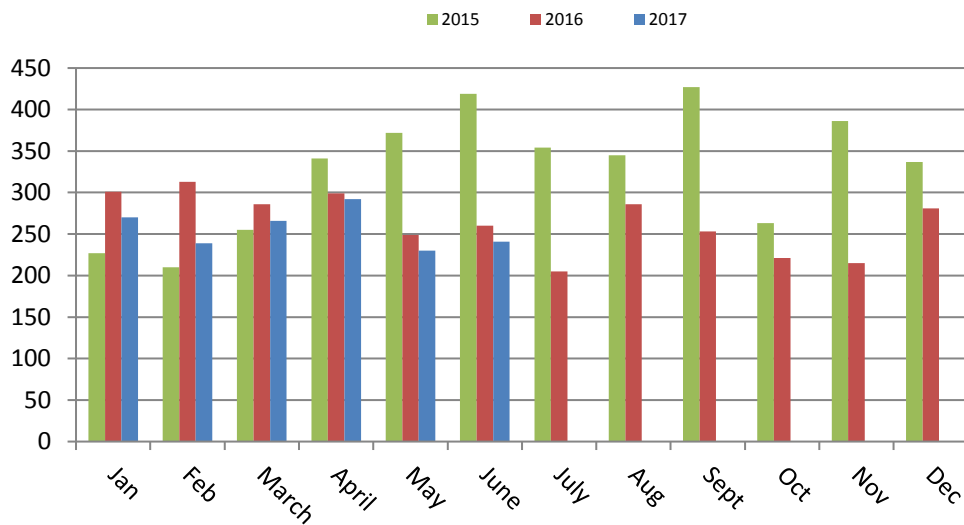
	2015	2016	2017
May	14,753	18,641	13,835
June	16,294	17,077	17,560

### Paratransit Concerns



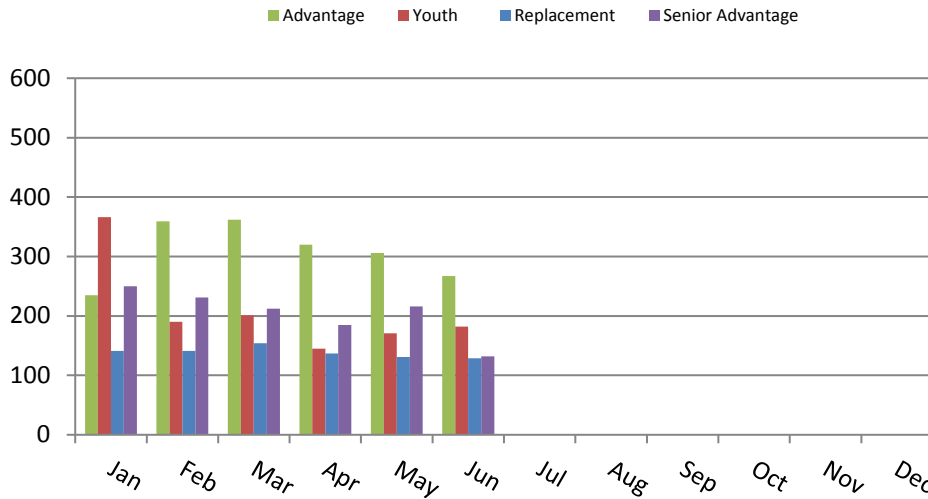
	2015	2016	2017
May	68	50	78
June	77	81	104

### Fixed Route Concerns



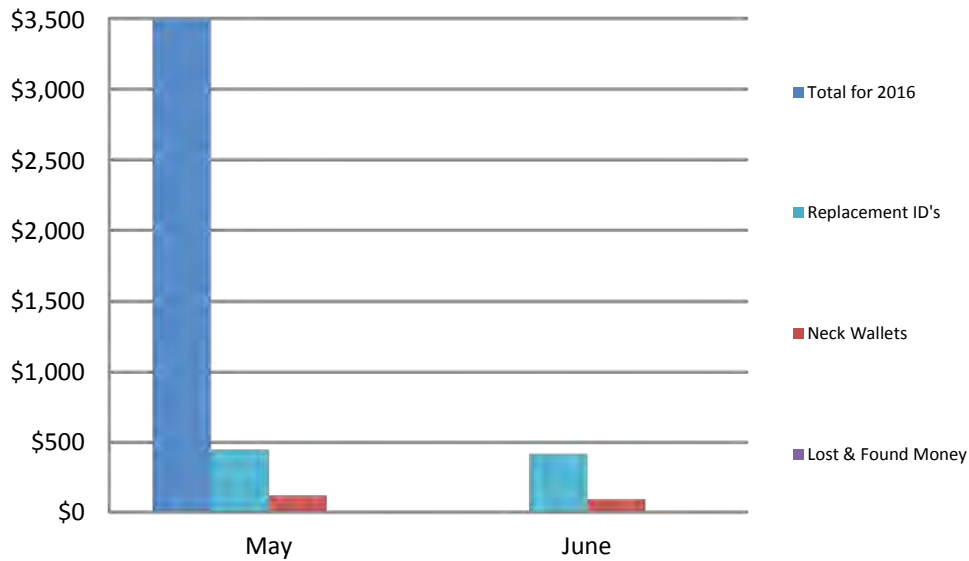
	2015	2016	2017
May	372	249	230
June	419	260	241

### IDs ISSUED in 2017



	2015	2016	2017
May	898	886	824
June	1,123	852	710

### Income Generated Revenue



	Replacement ID's	Neck Wallets	Lost & Found Money
May	\$447	\$118	\$0
June	\$417	\$92	\$0

**Monthly Report F: Planning and Development Report**

**To:** LYNX Board of Directors

**From:** Tomika Monterville  
DIRECTOR OF PLAN & DEVELOP  
MYLES OKEEFE  
(Technical Contact)  
Jeffrey Reine  
(Technical Contact)  
Kenneth Jamison  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Planning and Development Report

**Date:** 7/27/2017

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TRANSIT DEVELOPMENT PLAN AND ROUTE OPTIMIZATION STUDY

LYNX is in the process of preparing its FY2018-2027 ten-year Transit Development Plan (TDP) major update. In conjunction with the TDP major update, LYNX is conducting a Route Optimization Study (ROS) that will shape service guidelines and explore best uses of resources to increase system ridership. The first round of TDP public events workshops is tentatively scheduled to occur in July 2017 along with stakeholder interviews and other public involvement activities.

STATE ROAD 436 CORRIDOR STUDY

The State Road 436 Transit Corridor Study will examine enhanced transit options, improved accessibility and safety, and a context sensitive design for the corridor from Orlando International Airport to State Road 434. A full Partner Agency Working Group (PAWG) meeting and was held May 17<sup>th</sup>; during which, the PAWG members went over the final Existing Conditions details and began work on setting the Goals and Objectives for the transit corridor. The transit mode technologies, for the alternatives evaluations, were also introduced to the PAWG. LYNX Staff is reviewing the final Existing Conditions Report. The next PAWG meeting is scheduled for July 19<sup>th</sup> where the Goals and Objectives will be finalized and confirmed, lessons learned from other corridor studies will be shared, and the initial alternatives for alignments, operating characteristics, as well as modes, will be discussed.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

As part of the development of the Veterans Transportation Resources and Community Services (VTRACS) Customer Information System (CIS), the Cambridge Systematics team was in

Orlando from June 6<sup>th</sup> – June 8<sup>th</sup> conducting user reviews of the preliminary iterations of the CIS mobile application. The feedback gathered during those sessions will help with the development of the CIS to best serve the Central Florida region.

## SYSTEM WIDE ONBOARD ORIGIN AND DESTINATION SURVEY

In November 2016, LYNX began work with its contractor, ETC Institute, on a system-wide Origin and Destination survey. The initial work focused on the LYNX routes with the highest ridership (over 3,000 passenger trips per day) and SunRail; identifying the stops/stations that passengers boarded and alighted the vehicles to help with further data extrapolation later. Following that, the full survey instrument was deployed with a survey team utilizing tablets to engage in conversations with passengers on all the LYNX fixed-routes, NeighborLink, and SunRail. The surveying team collected over 13,000 surveys from the three modes – fixed-route, NeighborLink and SunRail. The initial raw data set of the surveys has been provided to LYNX Staff. ETC Institute is now performing the second data expansion analysis in preparation for the development of its final report and planning tool.

## GEOGRAPHIC INFORMATION SYSTEMS (GIS)

LYNX GIS web server was relocated by the hosting company (Data Transfer Solutions) to a more secured cloud environment. Staff worked with Marketing and GoLYNX page hosting company to update data and map sharing pages on InLYNX and GoLYNX web sites and with LYNX IT to create safe access to the GIS web server.

LYNX GIS staff is working on updated version of the map books for each route. The new books contain information about possible connections with other routes from each stop, serving that route.

The transit Boarding Estimation and Simulation Tool (TBEST) was calibrated for 2017 with collected ridership data and projected area demographic and employment data. GIS staff is working with LYNX' Title VI officer in defining the parameters and the format for a Title VI report to be generated prior each service change. GIS and Planning staff are working on defining SOP for route planning to utilize REMIX, TBEST and TRAPEZE FX tools in efficient manner. Number of GIS request were completed to evaluate the level of service at different parts of LYNX service area.

GIS staff is working on creating an interactive mapping application that allows users to extract information about LYNX services within area of interest. The area could be specified as polygon, corridor or point buffer. The information is about stops amenities and APC daily averages and about routes within the area

## NEIGHBORLINK TECHNOLOGY

Pilot service began on NeighborLink 622 (Oviedo) on January 23, 2017. This pilot involves running the legacy scheduling software and the new software in parallel to check and verify the operations, data collection, and data reporting. The software has operated in a stable manor. Reports are being produced to verify that necessary data for National Transit Database reporting and for billing has been accurately collected and reported. This verification will allow for full deployment to begin in NeighborLink service.



## FIXED ROUTE REAL-TIME INFORMATION

The real-time mobile application is completing testing to ensure that buses assigned to route in each of the computer aided dispatch systems are correctly showing in the application. Issues relating to matching buses to active route assignments have been resolved and are in final testing. Issues in the computer aided dispatch systems are being addressed to ensure that all data necessary for the real-time mobile application is available.

## **SERVICE PLANNING**

The Service Planning Division activities during this period have been primarily devoted to the implementation of the April 2017 service changes and planning associated with the August 2017 service changes. Activities have included: conducting public workshops and hearings, holding meetings with operators and transportation supervisors to seek their input; and sharing the list of changes with the key stakeholders.

During this period Service Planning staff have also been working with other LYNX departments to collect and check agency performance data in preparation for the FY 2016 National Transit Database Annual Report to FTA.

## **ENGINEERING AND CONSTRUCTION**

LYNX Engineering and Construction Staff concluded their contract with AECOM for bus shelters. At the start of June, staff began working with Kimley-Horn on the new task order for shelter engineering. The new contract will result in approximately 66 shelters being installed between now and the end of fiscal year 2018.

With the completion of two property purchases, efforts are underway for two large construction related projects. The first is the Pine Hills Transfer Center. As LYNX has three engineering firms under contract, a mini-competition and oral presentations occurred since the last BOD meeting. The successful firm as a result of this process was WSP (formerly Parsons-Brinkerhoff). This award will be made at the July 2017 BOD meeting. In addition, LYNX has completed the property purchase of the NoPetro site. With this complete board action for permission to put the project out for the design build process is also being made at the July 2017 BOD meeting.

LYNX has engaged WSP for the conceptual planning for the Rosemont and Florida Mall transfer centers. Initial meeting with local community groups, commissioners and partners such as the mall were initiated. Subsequently, analysis has shown two potential options for Florida Mall which are requiring some additional study. The analysis of Rosemont has indicated that moving of this transfer center is not practical from a cost standpoint as the deviation in routing is cost prohibitive.

**Monthly Report G: Procurement Calendar**

**To:** LYNX Board of Directors

**From:** Charles Baldwin  
DIRECTOR OF PROCUREMENT  
Linda Stevens-Olsen  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6097

**Item Name:** Procurement Calendar

**Date:** 7/27/2017

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Please see attached calendar.

**PROCUREMENT CALENDAR FOR 2017**

<b>BOARD MTG. DATES</b>	<b>DOCUMENT NO.</b>	<b>PROCUREMENT PROJECT NAME</b>	<b>CONTRACTOR</b>	<b>BOARD ACTION NEEDED</b>	<b>OPTION INFO.</b>
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<b>July 27</b>	Contract 13-C20	Consolidate all Current Trapeze Group Software and Services	Trapeze Group	Authorization to Enter into a Master Agreement Consolidating Trapeze Group Services and Software	Current schedule of fees due to expire on 10/31/17
	Contract 13-C23	Fabricate/Manufacture of LYNX Style Shelters	Spencer Fabrication	Authorization to exercise 2nd year option	1st option ends on 9/30/2017
	Contract 13-C26A	Paint, Body & Shop Supplies	Ben's	Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C27	Maintenance and Inspection of Amerex Fire Suppression System	Haines City Fire Extinguisher Services	Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C28	Postal Processing Services	Postal Savings Specialists	Authorization to Increase the Initial Three (3) Year Term of Contract and Authorization to exercise 2nd year option	1st option ends on 9/18/17
	Contract 13-C30	Installation of Passenger Shelters	Barracuda	Authorization to exercise 2nd year option	1st option ends on 9/26/17
	Contract 14-C03	Towing Services	Johnson's Wrecker	Authorization to exercise 2nd year option	1st option ends on 9/30/17
	Contract 14-C07	Occupational Health Services	Care Spot	Authorization to exercise 2nd year option	1st option ends on 9/30/17
	Contract 14-C15	General Transportation Planning and Consulting Services	Vanasse Hangen Brustlin, Inc.	Authorization to exercise 2nd year option	1st option ends 9/29/17
	Contract 14-C16		Parsons Brinckerhoff		1st option ends 9/30/17
	Contract 14-C17		RS&H		1st option ends 9/30/17
	Contract 14-C18		HDR Engineering		1st option ends 9/30/17
	Contract 14-C23	Design Support for Brochures and Maps	CHK America	Sole Source Procurement (Informational item only)	
	Contract 15-C13	Flex Bus Technology Project	Double Map	Authorization to exercise 2nd year option	1st option ends on 8/10/17
	Contract 17-C13	Provision of LYNX's Paratransit (ACCESS LYNX) and NeighborLink Services	MV Transportation, Inc.	Authorization to award Contract	
		Janitorial Services for LYNX LCS and LYNX LOC	Osceola County current contract	Authorization to Piggyback	

	BID 17-B03	Repainting of LYNX Bus Shelters	JMD Global Developers	Authorization to Award a Contract	
	BID 17-B05	LYNX 25th Anniversary	Moxe, Inc.	Under \$150,000 (informational item only)	
	RFP 17-RXXX	Design Building Services for the LYNX Operations Center Parking Expansion Project		Authorization to Release a Request for Proposal	
	RFP 16-R18	Mobile Fare Payment Solution	Americaneagle.com	Authorization to enter into Negotiations and Award a Contract	

September 21	BID 17-B10	B-99 Biodiesel Fuel			
		87 Octane Unleaded Gasoline			
		Dyed Ultra Low Sulfur Diesel Fuel			
	Contract 17-C11	Cambridge Systematics	Veterans Transportation Resources and Community Services (VTRACS)	Authorization to exercise 1st year option	First contract year ends on 10/26/17

November 9	Contract 13-C14(A)	State Lobby Contracts (A)	JEJ	Authorization to exercise 2nd year option	2nd option ends on 2/24/2018
	Contract 13-C14(B)	State Lobby Contracts (B)	Peebles & Smith	Authorization to exercise 2nd year option	2nd option ends on 2/26/2018
	Contract 13-C14(C)	State Lobby Contracts (C)	Southern Strategy Group	Authorization to exercise 2nd year option	2nd option ends on 3/1/2018
		State Lobby Contracts (D)		Authorization to exercise 2nd year option	13-C14(D) 2nd option ends on 2/21/2018
		Labor/Employment Legal Services		Authorization to exercise 2nd year option	13-C15 2nd year option ends on 1/31/2018
	Contract 13-C17	Banking Services	Bank of America	Authorization to exercise 2nd year option	2nd option ends 1/30/2018