



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

## 1. Call to Order

## 2. Committee Minutes

 Finance Committee Minutes - September 27, 2017

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## 3. Public Comments

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

## 4. Chief Financial Officer Report


## 5. Committee Report Items

## 6. Committee Agenda Items

A.  Approval of the 2018 Finance and Audit Committee Meeting Dates


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## 7. Committee Discussion Items


A.  Authorization to Enter into the Transportation Partner Agreement with Seminole State College to Provide Transit Services and to Amend the FY2018 Amended Operating Budget

Pg 12






-Attachments  

B.  Authorization to Enter into the Transportation Partner Agreement with the University of Central Florida (UCF) to Provide Transit Services and to Amend the FY2018 Amended Operating Budget








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-Attachments 

## 8. Committee Action Items

- A.  Authorization to Piggyback off of State of Florida Contract #92121500-14-01 for Security Guard Services with G4S USA Security Pg 33
- B.  Authorization to Piggyback off of Houston-Galveston Area Council of Governments Contract #HP08-17 for All Hazards Preparedness, Planning, Consulting, and Recovery Services Pg 35
- C.  Authorization to Release a Request for Proposal (RFP) for Safety and Risk Management Software Pg 37
- D.  Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596, from October 1, 2017 through September 30, 2020 Pg 39
- E.  Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, from October 1, 2017 through September 30, 2020 Pg 41

## 9. Committee Information Items

- A.  LYNX 2017 Accomplishments and 2018 Goals Pg 45
- B.  Information on Resolution 17-010 of the Central Florida Regional Transportation Authority (d/b/a/ LYNX) to amend the LYNX MONEY PURCHASE PLAN and to ratify and authorize employer contributions with respect to eligible plan participants. Pg 46  
  - Attachments 
- C.  Update on LYNX Forward Pg 52  
  - Attachments 
- D.  Update on the Mobility Services Division Pg 72  
  - Attachments 

## 10. Other Business

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

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

**LYNX**  
**Central Florida Regional Transportation Authority**  
**Finance and Audit Committee Meeting Minutes**

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

**DATE:** September 27, 2017

**TIME:** 2:00 p.m.

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**Members in Attendance:**

Ray Walls, Orange County  
Edward Bass, Seminole County  
Michelle McCrimmon, City of Orlando  
Amanda Clavijo, Osceola County

**Staff in Attendance:**

Edward Johnson, Chief Executive Officer  
Bert Francis, Chief Financial Officer  
Blanche Sherman, Director of Finance  
Tiffany Homler, Chief Administrative Officer  
Thomas Stringer, Chief Operating Officer

**Members Absent:**

Jo Santiago, FDOT, 5<sup>th</sup> District

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**1. Call to Order**

Chair Walls called the meeting to order at 2:09 p.m.

**2. Approval of Minutes**

Chair Walls requested a motion for approval of the Finance & Audit Committee minutes from the July 26, 2017 meeting. Whereupon a motion was duly made by Edward Bass, seconded by Michelle McCrimmon and unanimously adopted, the minutes were approved as presented.

**3. Public Comments**

No members of the public were present to speak.

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

Chair Walls recognized Bert Francis, Chief Financial Officer (CFO).

Mr. Francis deferred his comments until the next meeting, due to the length of this meeting's agenda.

## **5. Committee Action Items**

### **A. Authorization to Enforce “No Strand Policy”**

Chair Walls recognized Bill Hearndon, Deputy Director of Mobility Services, for the presentation. Mr. Hearndon stated that a fare payment campaign was started and approved by the Board of Directors in 2009. For some reason, the policy was not being enforced starting in June 2014. Mr. Hearndon provided a list of fare offenders. Mr. Johnson explained that LYNX can suspend a fare offender for thirty days, and send the offender to collections. The customer has three chances before the suspension occurs.

Mr. Johnson stated that LYNX will enforce the policy properly going forward, and will provide an update to the committee and the Board of Directors on a quarterly basis. There is no change to the policy as originally written. This is a re-authorization to enforce an already approved policy.

Mr. Bass suggested targeting the smaller amounts to clean-up about twenty percent of the outstanding balances. Mr. Johnson stated that we will work with individuals that have higher outstanding balances, so that individuals can break down the expense into smaller payments.

Mr. Hearndon is requesting the Committee's approval for the re-enforcement of this policy.

Motion was made by Michelle McCrimmon to authorize the re-enforcement of the No Strand Policy, second by Chair Walls. Motion passed unanimously.

### **B. Recommendation of Authorization to Amend LYNX' FY2017 Operating and Capital Budgets**

Chair Walls recognized Bert Francis, CFO. Mr. Francis introduced Julie Caple to make the presentation. Ms. Caple stated that the Operating Budget will change if the Board of Directors approves the contracts with MV Transportation. There is a reclassification of funds from the TD voucher program from professional services to purchase transportation, and there are adjustments to the MV Transportation contracts. We also need to amend the budget to include a two-year transportation agreement with Valencia College; Inter-local agreement with University of Central Florida to provide bus wraps. LYNX also received an

additional rebate from Cigna pharmacy. The Capital Budget will stay the same as was approved at the July meeting.

### FY2017 Operating Budget Overview

	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	% Change
Operating Revenue	\$ 131,392,067	\$ 132,749,698	1.0%
Operating Expenses	131,392,067	132,749,698	1.0%
<b>Operating Income/(Deficit)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>

### FY2017 Operating Revenue

	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	Dollar Change Amount	% Change
<b>Operating Revenues</b>				
Fund Balance	\$ 2,182,828	\$ 3,375,040	\$ 1,192,212	55%
Customer Fares	26,167,535	26,176,910	9,375	0.0%
Contract Services	5,742,153	5,742,153	-	0.0%
Advertising on Buses	2,332,134	2,332,134	-	0.0%
Advertising - Trade	30,000	30,000	-	0.0%
Interest & Other Income	1,080,514	1,236,558	156,044	14.4%
Federal Revenue	17,231,868	17,231,868	-	0.0%
State Revenue	13,704,285	13,704,285	-	0.0%
Local Revenue	62,920,750	62,920,750	-	0.0%
<b>Total Revenue</b>	<b>\$131,392,067</b>	<b>\$ 132,749,698</b>	<b>\$ 1,357,631</b>	<b>1.0%</b>

### FY2017 Operating Expenses

	FY2017 Amended Budget May 2017	FY2017 Amended Budget September 2017	Dollar Change Amount	% Change
<b>Operating Expenses</b>				
Salaries/Wages/Fringes	\$ 75,960,271	\$ 75,960,271	\$ -	0.0%
Other Services	13,384,328	13,346,493	(37,835)	-0.3%
Fuel	9,329,958	9,329,958	-	0.0%
Materials & Supplies	7,973,395	7,973,395	-	0.0%
Utilities	1,475,080	1,475,080	-	0.0%
Casualty & Liability	1,583,631	1,583,631	-	0.0%
Taxes & Tags	436,843	436,843	-	0.0%
Purchased Transportation	19,810,012	21,205,478	1,395,466	7.0%
Leases & Miscellaneous	1,336,700	1,336,700	-	0.0%
Interest	101,849	101,849	-	0.0%
<b>Total Operating Expenses</b>	<b>\$131,392,067</b>	<b>\$ 132,749,698</b>	<b>\$ 1,357,631</b>	<b>1.0%</b>

### FY2017 Capital Budget Overview

	Amended Budget May 2017	Amended Budget September 2017	% Change
Capital Contributions	\$ 49,517,643	\$ 49,517,643	0.0%
Capital Expenditures	49,517,643	49,517,643	0.0%
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	

The budgets will be brought to the Board of Directors meeting for approval, on September 28, 2017. Chair Walls asked if there were any questions or discussion. No questions or comments. Chair Walls requested a motion for approval of the FY2017 Preliminary Capital Budget. Motion made by Chair Walls, second by Edward Bass. Motion passed unanimously.

**C. Recommendation of Authorization to Adopt LYNX' FY2018 Proposed Operating and Capital Budgets**

Chair Walls recognized Bert Francis, CFO. Mr. Francis focused on the changes to this budget. With the extension of the MV contracts, some of the funds will come out of fund balance. Customer fare revenue generated by a Lakeland route was added to the budget and contract revenue to pay for these services. This is subject to Board approval. Interest and other income includes the bus wrap balance from UCF bus wraps, and generating revenue by selling schedule books. Federal revenue represents the carryover for OND study and studies on autonomous buses. This change does not affect the funding partners, except for the City of Orlando.

Increase to salaries and wages is attributed to a step increase as well as the Lakeland service and 320 service. Fuel increase is attributed to the Lakeland and 320 service. Materials and supply increase is due to vinyl inserts on the buses which will start in FY2018. Taxes and tags is attributed to Lakeland and 320 service. Purchase transportation is due to extension of MV contract. Change to lease and miscellaneous other is due to a reclassification. Budget assumptions are the same.

**FY2018 Operating Budget Overview**

	<b>FY2018 Proposed Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Change Amount</b>	<b>% Change</b>
<b>Operating Revenues</b>				
Fund Balance	\$ 1,737,041	\$ 3,516,084	\$ (1,779,043)	-50.60%
Customer Fares	25,408,169	26,176,910	(768,741)	-2.94%
Contract Services	6,468,764	5,742,153	726,611	12.65%
Advertising on Buses	1,975,000	2,332,134	(357,134)	-15.31%
Advertising - Trade	30,000	30,000	-	0.00%
Interest & Other Income	1,186,321	1,095,514	90,807	8.29%
Federal Revenue	17,697,055	17,231,868	465,187	2.70%
State Revenue	13,635,017	13,704,285	(69,268)	-0.51%
Local Revenue	65,346,177	62,920,750	2,425,427	3.85%
<b>Total Revenue</b>	<b>\$ 133,483,544</b>	<b>\$ 132,749,698</b>	<b>\$ 733,846</b>	<b>0.6%</b>

	<b>FY2018 Proposed Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Change Amount</b>	<b>% Change</b>
<b>Operating Expenses</b>				
Salaries/Wages/Fringes	\$ 78,226,554	\$ 75,960,271	\$ 2,266,283	2.98%
Other Services	12,572,226	13,346,493	(774,267)	-5.80%
Fuel	9,920,264	9,329,958	590,306	6.33%
Materials & Supplies	8,072,032	7,973,395	98,637	1.24%
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	459,391	436,843	22,548	5.16%
Purchased Transportation	19,489,370	21,205,478	(1,716,108)	-8.09%
Leases & Miscellaneous	1,461,031	1,336,700	124,331	9.30%
Interest	81,047	101,849	(20,802)	-20.42%
<b>Total Operating Expenses</b>	<b>\$ 133,483,544</b>	<b>\$ 132,749,698</b>	<b>\$ 733,846</b>	<b>0.6%</b>

The capital budget changes are due to carryover which was used for the purchase of buses. We received money from the City of Orlando for some intersection improvements. We received money from Orange County for the Pine Hills Superstop. We also have staffing increases for the Mobility Management project and the Lakeland service. We are on schedule for the Board approval on September 28, 2017. This will be the impact if the Board approves everything.

Edward Bass asked what the adjustments have done to the reserves. Bert Francis said that we still need to update the projected reserve balance, but we still have some cushion, based on the analysis done earlier in the year.

### FY2018 Capital Budget Overview

<b>Description</b>	<b>FY2018 Proposed Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Amount Change</b>	<b>% Change</b>
<b>BRT</b>	\$ 808,304	\$ 1,985,630	(1,177,326)	-59.3%
<b>Facilities</b>	5,999,648	3,456,425	2,543,223	73.6%
<b>Passenger Amenities</b>	14,438,436	11,822,362	2,616,074	22.1%
<b>Security</b>	752,837	796,063	(43,226)	-5.4%
<b>Support Equipment</b>	5,966,504	3,719,755	2,246,749	60.4%
<b>Technology</b>	4,196,306	4,333,194	(136,888)	-3.2%
<b>Support Vehicles</b>	327,940	407,991	(80,051)	-19.6%
<b>Revenue Vehicles</b>	31,090,499	22,996,223	8,094,276	35.2%
<b>Total</b>	<b>\$ 63,580,474</b>	<b>\$ 49,517,643</b>	<b>\$ 14,062,831</b>	<b>28.4%</b>

### FY2018 Capital Budget Overview

<b>Capital Contributions</b>	<b>FY2018 Proposed Budget</b>	<b>FY2017 Amended Budget</b>	<b>Dollar Amount Change</b>	<b>% Change</b>
<b>Federal Contributions</b>	\$ 59,730,965	\$ 47,267,338	\$ 12,463,627	26.4%
<b>State Contributions</b>	1,080,235	680,412	399,823	58.8%
<b>Local Contributions</b>	2,769,274	1,569,893	1,199,381	76.4%
<b>Total</b>	<b>\$ 63,580,474</b>	<b>\$ 49,517,643</b>	<b>\$ 14,062,831</b>	<b>28.4%</b>

Chairman Walls asked if there were any other questions. Amanda Clavijo asked if the Board does not approve the MV contract, how this would affect the budget. Bert Francis stated that the budget would be reduced before Board approval.

Chair Walls asked for a motion. Edward Bass made the motion to approve and was seconded by Michelle McCrimmon. Motion passed unanimously.

#### **D. Proposed Medical Plan Design Changes**

Chair Walls recognized Bert Francis who introduced John Robinson from Robinson Bush who made a presentation. LYNX has a higher population with Diabetes which increases costs. LYNX will piggyback on the Orange County Government health plan agreement with Cigna. This update was for information only and does not require Board action.

#### **E. Authorization to Enter into a Participating Addendum with New Flyer of America as Part of the Commonwealth of Virginia's Department of General Services Contract for the Purchase of Fifteen (15) Articulated Buses**

Chair Walls recognized Thomas Stringer, Chief Operations Officer. Mr. Johnson said that this will take about a year. We are focusing on articulated buses to help meet the demand of certain routes. More than half of our fleet should be articulated buses. Chair Walls asked if there were any questions or discussion. No questions or comments. Chair Walls requested a motion. Motion made by Amanda Clavijo, second by Michelle McCrimmon. Motion passed unanimously.

### **6. Committee Discussion Items**

#### **A. Florida Transportation Commission Transportation Authority Monitoring and Oversight FY16**

Chair Walls recognized Tiffany Homler-Hawkins, Chief Administrative Officer to make the presentation. Since 2007, LYNX is required to report performance measures to the Florida Transportation Commission. The report shows the measures for 2016. We met five of the twelve measures. The ones we did not make were due to operating costs and reduced passenger counts. There are no incentives to meet these measures. These incentives are specific to LYNX with no comparisons to other agencies. LYNX is focusing on technology.

#### **B. LYNX Money Purchase Plan: Proposed Plan Design Enhancement**

Chair Walls recognized Bert Francis who recognized Carolyn Kershner from Akerman to make the presentation. The purpose of the pension reform is to control rising employer costs and encourage employees to become educated



about saving for retirement. The current plan design has three contribution types. The proposed plan design will have two possible types of contributions which are not irrevocable – they can be changed. Corrective procedures have been established for the non-grandfathered participants, around nineteen participants, so that all employees are on the same plan. If approved by the Finance & Audit Committee, the item will be presented for proposal to the Oversight Committee. Chair Walls made the motion to approve, second by Michelle McCrimmon. Motion passed unanimously.

## **7. Committee Action Items**

- A. Authorization to Extend Contract #12-C02 with MV Transportation, Inc. for a Period of up to Two (2) Months for Paratransit Services and to Increase the Not-To-Exceed Amount of the Contract**
  
- B. Authorization to Extend Contract #10-C21 with MV Transportation, Inc. for a Period of up to Two (2) Months for NeighborLink Services and to Increase the Not-To-Exceed Amount of the Contract**
  
- C. Authorization to Increase the Not-To-Exceed Amount of Contract #12-C02 Extension for MV Transportation**
  
- D. Authorization to Increase the Not-to-Exceed Amount of Contract #10-C21 Extension for MV Transportation**
  
- E. Authorization to Award Contract #18-C08 to MV Transportation, Inc., for Paratransit and NeighborLink Services**

Chair Walls recognized Thomas Stringer who made a presentation on items A–E. LYNX is working toward a mobility management system instead of a traditional paratransit model. Approval of these contracts will allow for further negotiations. Edward Bass thanked the staff for the information provided. Michelle McCrimmon asked for highlights of the program, since it was her first time hearing about the contracts. Edward Johnson provided an overview of the paratransit services. People that are not wheelchair bound do not have to use an accommodating vehicle, so these customers could use Uber, Lyft, or a taxi for these services. Calls will still come into our call center, so we can provide the quality of service that is expected at LYNX. Edward Bass asked to be kept up to date quarterly, to see the expenditures, on how the program is working. Edward Johnson said that a data analysis and collections position will be added that will let everyone know how we are performing. Chair Walls made the motion to approve items A thru E. Second by Edward Bass. Motion passed unanimously.

**8. Committee Information Items**

**F. Monthly Financial Report – August 31, 2017**

**G. Monthly Financial Report – July 31, 2017**

**The meeting adjourned at 4:40 p.m.**

**Finance Committee Agenda Item #6.A.**

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Approval of the 2018 Finance and Audit Committee Meeting Dates

**Date:** 12/6/2017

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**ACTION REQUESTED:**

Staff is requesting the Finance and Audit Committee's approval of the following proposed meeting dates for 2018:

- January 23, 2018
- February 20, 2018
- March 20, 2018
- April 24, 2018
- May 22, 2018
- June 26, 2018
- July 24, 2018
- August 21, 2018
- September 25, 2018
- October 23, 2018
- December 4, 2018

Meeting may be cancelled if there are no urgent or time sensitive items.

**Finance Committee Discussion Item #7.A.**

**To:** LYNX Finance & Audit Committee

**From:** Edward Johnson  
CHIEF EXECUTIVE OFFICER  
Rose Hernandez  
(Technical Contact)  
Tiffany Homler  
(Technical Contact)  
Thomas Stringer, Jr  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Authorization to Enter into the Transportation Partner Agreement with Seminole State College to Provide Transit Services and to Amend the FY2018 Amended Operating Budget

**Date:** 12/6/2017

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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 Seminole State College to provide student access to transit services in a not-to-exceed amount of \$24,473 annually, and to amend the FY2018 Amended Operating Budget accordingly. The term of the agreement is for a period of five years commencing on January 8, 2018 and ending January 7, 2023. The agreement is fully funded by Seminole State College.

**BACKGROUND:**

In an effort to broaden collaborative partnerships for transportation solutions with community partners, LYNX has been working with Seminole State 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.

Seminole State College students, faculty and staff will show their valid Seminole State identification card to access the vehicle. LYNX intends to transition this to a mobile fare pass

## LYNX Board Agenda

once the proposed mobile fare payment system has been implemented. All Seminole State 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:**

LYNX staff will amend upon approval, the FY2018 Operating Budget by \$24,473 to provide transit services to faculty, staff, and students of Seminole State College. The appropriate budget amount will be included in future years.

[Akerman Draft: 10/16/17]

Lloyd Draft: 11/27/17]

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

**Seminole State College of Florida**

**and**

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

**Relating to Public Transit Services**

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## **INTERLOCAL AGREEMENT**

### **RELATING TO PUBLIC TRANSIT SERVICES**

**THIS INTERLOCAL AGREEMENT** (this “Agreement”), made in the County of Seminole, State of Florida, effective as of January 8, 2018, is entered into by and between SEMINOLE STATE COLLEGE OF FLORIDA, a [political subdivision], created by [Chapter 1000], Florida Statutes (“SSCF”), whose principal address is 100 Weldon Boulevard, Sanford, Florida 32773, 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**, SSCF’s students and employees (located at SSCF’s Sanford/Lake Mary, Oviedo, Altamonte Springs and Heathrow campuses) desire and have a need for public transit service throughout the LYNX service area;

**WHEREAS**, it is anticipated that the additional ridership to LYNX resulting from the services contemplated herein may cause LYNX to be eligible for additional funds from the United States Department of Transportation, Federal Transit Administration (“FTA”), and, to the extent that such funds are provided, LYNX and SSCF desire to allocate such funds as more particularly set forth herein; and

**WHEREAS**, this Agreement is made and entered into by SSCF and LYNX 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, SSCF and LYNX agree as follows:

**Section 1.** Public Transit Services. LYNX agrees to make available public transit services to SSCF students and employees during the Term in accordance with the following provisions:

(a) Unlimited transit services will be made available to all enrolled SSCF students and current SSCF employees showing valid student or employee identification.

(b) 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 general public.

(c) Transit services will be made available regardless of whether classes are in session or suspended due to a holiday, vacation, weekend or other such circumstance.

(d) Neither SSCF nor SSCF students or employees will be provided with charter bus service or specialized service other than what is made available to the general public.

**Section 2.** [Student/Employee Identification; Eligibility. SSCF has provided LYNX with samples of the current identification cards used for SSCF students and employees and will provide LYNX with updated samples (or other information reasonably sufficient for LYNX to identify current student and employee identification cards) as the student and employee identification cards are revised or replaced from time to time. LYNX must be able to determine whether a student is currently enrolled in or an employee is currently employed by SSCF by reviewing the student or employee identification card. Once a student is no longer enrolled in or an employee is no longer employed by SSCF, whether due to, in the case of a student, graduation or suspension of his or her academic pursuits or, in the case of an employee, the termination of that employee's employment, that student or employee will no longer be entitled to public transit services under this Agreement. Provided that a student or employee presents a valid student or employee identification at the time he or she boards a vehicle, that student or employee will be permitted access to public transit services. If a student or employee does not so present a valid student or employee identification card at the time of boarding, he or she will be required to pay a full fare to access public transit services. LYNX reserves the right to deny public transit services to any SSCF 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.]<sup>1</sup>

**Section 3.** Grant Funds. In accordance with FTA regulations, LYNX intends to report the ridership on the public transit services provided to SSCF students and employees to FTA as additional LYNX ridership. To the extent that such additional ridership permits LYNX to obtain additional FTA funding, LYNX will allocate such additional funding to SSCF transit, which may be applied by SSCF, in its discretion, to offset any amounts payable to LYNX hereunder or pursuant to that certain Interlocal Agreement Relating to Shuttle Services between the parties dated on or about the date hereof (although such funding may not be applied

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<sup>1</sup> LYNX and SSCF to confirm the mechanics by which students and employees will provided access to public transit services.



retroactively). It is contemplated that LYNX will not receive any additional FTA funding as a result of the increased ridership until two years after such increased ridership is first reported.

**Section 4.** Annual Service Fee. In consideration of the transit services to be provided by LYNX under Section 1, SSCF will pay LYNX an annual service fee (the “Annual Service Fee”) for each service year (as defined below) for the fall, spring and summer terms per the attached addendum. The Annual Service Fee will be due and payable no later than January 15 for the 2017-2018 academic year and then payable no later than September 1 of each subsequent year. For the avoidance of doubt, the number of SSCF employees shall not factor into the calculation.

**Section 5.** Term. Subject to the termination rights under Section 6, the term of this Agreement (the “Term”) shall be for a period of 3 years commencing on September 1 of each year. The Term shall automatically renew for an additional period of 3 years unless either party delivers written notice to the other prior to ninety days of the expiration of the then current Term of its desire not to renew such Term.

**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 ninety (90) 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.

**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 SSCF:	Seminole State College of Florida 100 Weldon Boulevard Sanford, Florida 32773 Attn: Dr. Jan Lloyd, Associate Vice President
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With copy to:	Seminole State College of Florida 100 Weldon Boulevard Sanford, Florida 32773 Attn: Paul Carland, General Counsel
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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 SSCF 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 SSCF 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.

SEMINOLE STATE COLLEGE OF FLORIDA

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

Attest:

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

[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:

## Addendum

The annual service fee for the Seminole State College and Lynx Transit Services agreement will be paid in one lump sum based on the following calculation:

- 1) **Fall:** (Unduplicated head count of Fall enrollment at end of add/drop + 3% )
  - a. Example with:  $(19,000 + 570) \times \$1 = \$19,570$
- 2) **Spring:** (25% of Final unduplicated headcount for Fall Calculation which represents new student enrollment in the Spring) X (\$0.75)
  - a. Example  $(19,750 * 0.25) * (\$0.75) = \$3,669$
- 3) **Summer:** (10 % of summation of total count from Fall + Spring which represents new student enrollment for Summer) X (\$0.50)
  - a. Example  $(19750+4938) * (.10) * (\$0.50) = \$1,234$

Estimated Total: \$24,473

For purpose of the agreement effective January 1, 2018, Seminole State College will pay \$19,749 based on fall enrollment of 19,000 and the calculations described above.

$$((19,750+4,937) * (0.75)) + ((24,687*0.10)*0.50)= \$19,749$$

**Finance Committee Discussion Item #7.B.**

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Enter into the Transportation Partner Agreement with the University of Central Florida (UCF) to Provide Transit Services and to Amend the FY2018 Amended Operating Budget

**Date:** 12/6/2017

---

**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 the University of Central Florida (“UCF”) to provide student access to transit services in an amount estimated to be \$66,000 annually, and to amend the FY2018 Amended Operating Budget accordingly. The term of the agreement is for an initial period of five (5) years with an automatic five (5) year renewal period beginning December 8, 2017. The agreement is fully funded by the University of Central Florida.

**BACKGROUND:**

In an effort to broaden collaborative partnerships for transportation solutions with community partners, LYNX has been working with the University of Central Florida 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 student enrollment 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.

For year 1, LYNX would receive \$44,000 which is consistent with the University semester system and equates to 2/3 of the school year.



## LYNX Board Agenda

University of Central Florida students, faculty and staff will show their valid UCF 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 UCF riders will comply with the LYNX Rider Code of Conduct.

### **FISCAL IMPACT:**

Upon approval, LYNX staff will amend the FY2018 Operating Budget by \$44,000 to provide transit services to faculty, staff, and students of the University of Central Florida for fiscal year 2018. The appropriate budgeted revenue amount will be included in future years.

## TRANSPORTATION PARTNER AGREEMENT

**THIS TRANSPORTATION PARTNER AGREEMENT** (the “Agreement”), effective as of December 1, 2017, is made and entered into by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CENTRAL FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“UCF”), having an address of 4365 Andromeda Loop, 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**, 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**, UCF’s students and employees desire and have a need for public transportation service in the LYNX service area; and

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

**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.** Transit Services. LYNX agrees to provide transit services to UCF 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, UCF students showing valid student identification with official UCF transportation insignia (must have such identification and such insignia to be eligible), and to all UCF employees showing valid employee identification with official UCF 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 UCF is closed due to a holiday, vacation, weekend or other such circumstance.

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

**Section 2.** Student Identification/Employee Credentials; Eligibility. UCF 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 UCF students and employees). UCF 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 UCF 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-UCF 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, UCF 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 an internship program for UCF students in the business and marketing areas of LYNX's administrative offices.

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

(c) 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 UCF students, beyond bus services.

**Section 5.** Payment. In consideration of the transit services to be provided by LYNX hereunder, UCF will pay LYNX an annual service fee (the “Annual Service Fee”) for each service year (as defined below) equal to \$1.00 per enrolled UCF student as of the first day of the fall semester of such service year. For example, if the UCF student enrollment for fall 2017 is 66,000 students, then UCF would pay LYNX \$66,000 for the 2017-2018 service year; provided, however, that since the initial service year is for an eight month period (2/3 of a year), the total amount due for the initial service year shall be the pro-rated amount of \$44,000. The final service year shall be similarly pro-rated. The Annual Service Fee will be due and payable no later than November 1 of each service year; provided, however, that the service fee for the initial service year shall be due and payable no later than March 1, 2018.

**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 the date hereof. The Term shall automatically renew for an additional period of five (5) years unless either party delivers written notice to the other prior to August 1, 2022 of its desire not to renew such Term. Each year of the Term beginning on August 1 and ending on July 31 is referred to herein as a “service year”. The initial service year will commence on the date hereof and end on July 31, 2018. The final service year of the initial Term will commence on August 1, 2022 and end on November 30, 2022.

**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 5, if the Non-Breaching Party is UCF, or (ii) cease providing transit services pursuant to Section 1, 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 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.

For Program and Operational Purposes:

As to UCF: (\*)  
(\*)  
(\*)

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.

**Section 24.** Insurance. LYNX is self-insured for liability for injury or death of any person or damage or loss of property.

[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

By: \_\_\_\_\_  
Dr. John C. Hitt,  
President

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:



**Finance Committee Action Item #8.A.**

**To:** LYNX Finance & Audit Committee

**From:** Edward Johnson  
CHIEF EXECUTIVE OFFICER  
Tellis Chandler  
(Technical Contact)  
Louemma Cromity  
(Technical Contact)  
Rose Hernandez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Authorization to Piggyback off of State of Florida Contract #92121500-14-01 for Security Guard Services with G4S USA Security

**Date:** 12/6/2017

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authority for the Chief Executive Officer (CEO) or designee to Piggyback a contract for security guard services using the State of Florida Contract for an annual not-to-exceed amount of \$1,255,592. The contract term shall be through December 15, 2019.

**BACKGROUND:**

On September 22, 2016, the LYNX Board of Directors authorized the CEO to enter into a security guard services contract with a private security agency currently under contract with Orange County Government or the State of Florida Department of Management Services. Based on the Board’s authority LYNX was able to secure security services through September 30, 2017, with G4S USA. The State of Florida has extended its current contract with G4S USA until December 15, 2019.

Staff has evaluated the current quality and value of services provided and has determined that G4S USA has continued to meet and/or exceed all performance expectations.

Staff has negotiated with G4S USA security to maintain current pricing levels for security services for the next year under the State of Florida’s Contract once negotiations are complete. Staff along with G4S USA will determine which contract affords LYNX the most cost competitive pricing model.

**FISCAL IMPACT:**

LYNX staff included \$1,445,592 in the FY2018 Adopted Operating Budget for security services. The projected FY2017 expenses for security contract services are \$1,126,439.

**FY2018 Budget**

Security Contract	\$1,255,592
Orlando Police Dept.	190,000
	<u>\$1,445,592</u>

**Finance Committee Action Item #8.B.**

**To:** LYNX Finance & Audit Committee

**From:** Edward Johnson  
CHIEF EXECUTIVE OFFICER  
Tellis Chandler  
(Technical Contact)  
Rose Hernandez  
(Technical Contact)  
Rose Hernandez  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Authorization to Piggyback off of Houston-Galveston Area Council of Governments Contract #HP08-17 for All Hazards Preparedness, Planning, Consulting, and Recovery Services

**Date:** 12/6/2017

---

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Piggyback a contract for All Hazards Preparedness, Planning, Consulting, and Recovery Services using the Houston-Galveston Area Council of Governments Contract for a not-to-exceed amount of \$145,000. The contract term shall be through December 31, 2018.

**BACKGROUND:**

The Federal Transit Administration requires transit agencies to have an Emergency Operations and Response Plan that also includes coordination of local, regional, State, and Federal agencies security drills. The drills shall include specific activities as hazardous material, bomb threat, suspicious package/improvised explosive device (IED), active shooter, hostage situation, hijacking transit, weapons of mass destruction (WMD), and heightened threat/alert conditions displayed in a tabletop and full scale drill.

The Consultant will work with LYNX and our regional partners to execute a drill that will test our readiness, response capability, and coordination of events and efforts. This will include the mobilization of emergency personnel and community resources required to coordinate and respond to a crisis that involves LYNX and the community.

In addition, the Consultant will draft an After-Action Review and create a performance matrix building upon the exercise actions, discussions, findings, and observations. It will serve as an historical record of lessons learned and provide findings and recommendations for enhancements to policies, plans, and/or procedures.

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

Notice to offerors will be provided in accordance with all applicable Federal, State and local laws. LYNX will ensure that DBEs and Small Businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

**FISCAL IMPACT:**

LYNX staff did not include budget for a Safety and Security Emergency Preparedness Plan in the FY2018 Adopted Operating Budget. Upon Board approval, the project will be funded by budget transfers and savings.

**Finance Committee Action Item #8.C.**

**To:** LYNX Finance & Audit Committee

**From:** **Edward Johnson**  
CHIEF EXECUTIVE OFFICER  
**Tellis Chandler**  
(Technical Contact)  
**Rose Hernandez**  
(Technical Contact)  
**LEONARD ANTMANN**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Authorization to Release a Request for Proposal (RFP) for Safety and Risk Management Software

**Date:** 12/6/2017

---

**ACTION REQUESTED:**

Staff is requesting recommendation to proceed with a competitive bid process to acquire Safety and Risk Management software for an estimated amount of \$131,000 for a five (5) year period. The set up and installation capital costs are estimated to be \$11,000, and the operating maintenance and licensing costs over the five (5) year period are projected to be \$2,000 per month. The contract term shall be for an initial term of five (5) years.

**BACKGROUND:**

LYNX is currently using a Microsoft platform called FoxPro to maintain safety and risk data for the entire organization. Microsoft stopped servicing this product in 2007. After Microsoft discontinued the support of FoxPro, LYNX found an independent contractor who could service and reprogram Microsoft FoxPro. This individual is no longer available to perform any programming for this software. LYNX is now operating with a software platform that cannot be updated nor does it has the capacity to meet the additional needs or demands of the organization.

In addition, the Federal Transit Administration (FTA) under Moving Ahead with Progress in the 21st Century (MAP 21) law launched a new initiative to create a national safety plan for all modes of surface public transportation. This new safety initiative incorporates activities that focus on effective collection, analysis, and sharing of safety data. The procurement of this software will ensure that LYNX meets and/or exceeds requirements of this new safety initiative.

This solicitation will allow LYNX to enhance and expand its safety and risk initiatives within the organization. It will provide LYNX with the necessary tools needed to allow for information

sharing, extensive data collection and useful analysis to track trends in accordance with FTA compliance.

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

Notice to offerors will be provided in accordance with all applicable federal, state and local laws. LYNX will ensure that DBEs and Small Businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity or disability.

**FISCAL IMPACT:**

LYNX staff included \$85,000 in the FY2018 Adopted Capital Budget for Risk Management Information software. The appropriate operating budget amount for maintenance cost and licensing will be included in future years.

**Finance Committee Action Item #8.D.**

**To:** LYNX Finance & Audit Committee

**From:** Albert Francis  
CHIEF FINANCIAL OFFICER  
Brian Anderson  
(Technical Contact)  
Sylvia Pinzon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596, from October 1, 2017 through September 30, 2020

**Date:** 12/6/2017

---

**ACTION REQUESTED:**

Staff is requesting LYNX' Finance & Audit Committee's recommendation for the Chief Executive Officer (CEO) or designee to enter into a Collective Bargaining Agreement with the Amalgamated Transit Union (ATU) Local 1596 for the period of October 1, 2017 – September 30, 2020.

**BACKGROUND:**

On September 30, 2015 the Labor Agreement between Central Florida Regional Transportation Authority and the Amalgamated Transit Union AFL-CIO Local 1596 expired. For the next two (2) years management and Union representatives attempted to come to an agreement on issues of pension and wages. As recent as October 30, 2017 negotiations stalled and an impasse hearing was scheduled. Chief Executive Officer Mr. Edward L. Johnson asked the leadership of the ATU to return to the table and to include him in the hopes of bringing closure to the matter. On November 2, 2017 negotiations were held, and on November 13, 2017 a tentative agreement was reached by both parties in regards to wages. This vote now cleared the way for the Pension Plan Trustees to modify the pension plan document in accordance with the collective bargaining agreement.

On November 13, 2017 a tentative agreement was reached by both parties in regards to wages.

Wages: wages to be paid according to the following schedule:

- 1) Year One: (10/1/17 – 9/30/18): A one-time lump sum payment of 6% the first full pay period after execution, ratification, and approval of the 2017-2020 CBA, based upon pay

rate as of September 30, 2017. (This will not change the top rate). This payment shall (a) be prorated based upon months employed by LYNX from 10/1/16 to 9/30/17; and (b) only be made to those bargaining unit members who are still employed by LYNX on the date this CBA is ratified by the Union and approved by the LYNX Board. A 3% change to the top rate and a one-step move for everyone in pay progression retroactive to the first full pay period in October 2017.

2) Year Two: (10/1/18 - 9/30/19): A 3% charge to the top rate and a one-step move for everyone in pay progression effective the first full pay period in October 2018.

3) Year Three: (10/1/19 - 9/30/20): A one-step move for everyone in pay progression effective the first full pay period in October 2019. The Union shall, however, have the right to request a re-opener (as to wages only and not as to a step move in pay progressions) in year three. Any such re-opener request must be made in writing and delivered to the Authority's Chief Executive Officer no less than 90 days and no more than 180 days before September 30, 2019.

Transportation Uniforms: The Transportation uniform allowance will increase from \$270.00 to \$295.00 per year.

Maintenance Uniforms: The Maintenance uniform allowance will increase from \$138.00 to \$163.00 per year

**FISCAL IMPACT:**

LYNX staff included funds in the FY2018 Adopted Operating Budget to support the current year impact of this contract.

The amount for the lump sum payments of approximately \$2,263,899 is proposed to come from LYNX reserves. Staff will prepare a proposed budget amendment in January to reflect this change. Future years will be budgeted based on the approved Union contract.



**Finance Committee Action Item #8.E.**

**To:** LYNX Finance & Audit Committee

**From:** Albert Francis  
CHIEF FINANCIAL OFFICER  
Brian Anderson  
(Technical Contact)  
Sylvia Pinzon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, from October 1, 2017 through September 30, 2020

**Date:** 12/6/2017

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**ACTION REQUESTED:**

Staff is requesting LYNX' Finance & Audit Committee's recommendation for approval of the Union-ratified Labor Agreement between LYNX and the Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, covering the period of October 1, 2017 through September 30, 2020.

**BACKGROUND:**

The ATU AFL-CIO, through its Local Chapter 1749, has represented those employees classified as LYNX transportation and maintenance supervisors since 2002. This collective bargaining unit is currently comprised of twelve (12) Maintenance Supervisors and forty-six (46) Transportation Supervisors. LYNX and Local 1749 have been performing pursuant to a collectively bargained Labor Agreement effective during the three-year period from October 1, 2014 through September 30, 2017.

Pursuant to Article 20 of said Labor Agreement, Management and Union negotiation teams convened on October 16, 2017 to negotiate a new Labor Agreement for the three-year period from October 1, 2017 through September 30, 2020.

The negotiating parties were represented by:

Representing Management: James W. Seegers, Counsel, Baker Hostetler

Representing Union: Scott Penvose, Local 1749 President, LYNX Maintenance Supervisor

On October 23, 2017, the membership of Local 1749 voted on and unanimously ratified the Labor Agreement as tentatively agreed to by the negotiation teams.

An overview of material items negotiated by the parties is presented below.

## ARTICLE 11 CLASSIFICATIONS AND BIDDING

### 11.1 Classifications

1. Transportation Supervisors
2. Vehicle Maintenance Supervisors
3. Facilities Maintenance Supervisors

### 11.2 Transportation Supervisor

All Transportation Supervisors will bid at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1

### 11.3 Vehicle Maintenance Supervisor

All Vehicle Maintenance Supervisors will bid for shifts at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1. The Body Shop Supervisor shall be assigned based on meeting requisite qualifications and seniority.

### 11.4 Facility Maintenance Supervisors

All Facility Maintenance Supervisors will bid for shifts at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1.

11.5 Any deviation to the bid processes set forth above in 11.2-11.4 will remain within management rights, but will be discussed with the Union prior to implementation.

## ARTICLE 12 UNIFORMS

12.1 The Authority will provide an annual uniform allowance for all Supervisors as set forth below. The Authority will select the materials, color and composition of the uniform. The Authority shall supply inclement weather gear, jackets and hats as needed, for all supervisors.

\$370.00 in year FY 2018

\$370.00 in year FY 2019

\$370.00 in year FY 2020

12.2 The Authority will provide an annual safety shoe allowance for all Maintenance Supervisors of \$150.00, and an annual shoe allowance of \$100.00 for Transportation Supervisors who will be required to purchase in a color and style determined by the Authority.

ARTICLE 13 WAGES

13.1

YEAR ONE

New Hires/ Current Transportation Supervisor Steps:

1. \$25.89
2. \$26.67
3. \$27.47
4. \$28.29

New Hires/ Current Maintenance Supervisor Steps:

1. \$28.99
2. \$29.86
3. \$30.76

NO STEP MOVE

YEAR TWO

New Hires/ Current Transportation Supervisor Steps:

1. \$26.67
2. \$27.47
3. \$28.29
4. \$29.14

New Hires/ Current Maintenance Supervisor Steps:

1. \$29.85
2. \$30.76
3. \$31.68

NO STEP MOVE

YEAR THREE

This Article is subject to a wage re-opener in Year 3. The re-opener request must be made in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union) no less than ninety (90) days and no more than one hundred eighty (180) days before September 30, 2019.

**FISCAL IMPACT:**

LYNX staff included funds in the FY2018 Adopted Operating Budget to support the implementation of this contract. Future years will be budgeted based on the approved Union contract.

**Finance Committee Information Item #9.A.**

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6017

**Item Name:** LYNX 2017 Accomplishments and 2018 Goals

**Date:** 12/6/2017

---

LYNX CEO, Edward Johnson, will review the 2017 Accomplishments and 2018 Goals for LYNX.

In setting a course for LYNX, 5 Major Emphasis Areas were established to provide focus for the LYNX core business of public transportation. Those five areas were:

- Enhance Communications
- Improve Efficiencies
- Establish More Partnerships
- Increase Brand Recognition and Community Involvement
- Improve Customer Confidence in System

In preparing for 2018, LYNX will be focusing on the following:

- Continue with 2017 Major Emphasis Areas
- Establish CyberSecurity Program and Oversight Position
- Create an Innovation and Sustainability Program
- Develop an Autonomous Vehicle Program Strategic Plan
- Establish Central Florida's Transit Vision (High Level)
- Seek Funding for Vision 2030 Corridors
- Purchase Off-board Payment Systems for Key Areas
- Host a Board Retreat

**Finance Committee Information Item #9.B.**

**To:** LYNX Finance & Audit Committee

**From:** Brian Anderson  
DIRECTOR OF HUMAN RESOURCES  
Dyana Blickle  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6219

**Item Name:** Information on Resolution 17-010 of the Central Florida Regional Transportation Authority (d/b/a/ LYNX) to amend the LYNX MONEY PURCHASE PLAN and to ratify and authorize employer contributions with respect to eligible plan participants.

**Date:** 12/6/2017

---

**ACTION REQUESTED:**

Recommendation to approve Resolution 17-010 of the Central Florida Regional Transportation Authority (d/b/a/ LYNX) to amend the LYNX MONEY PURCHASE PLAN and to ratify and authorize employer contributions.

**BACKGROUND:**

The LYNX Money Purchase Plan ("Plan") provides tax-qualified retirement benefits to LYNX's administrative employees and employees represented by the Amalgamated Transit Union, Local 1749 (commonly referred to as the "supervisors' union").

Some participants in the Plan are facing practical challenges because the Plan requires them to make an irrevocable Plan contribution election immediately upon hire, which they cannot change later in the future to accommodate changes in their cash-flow and retirement planning needs.

Additionally, certain re-hired and promoted participants in the Plan are facing challenges due to recent IRS guidance that seems to prohibit them from obtaining the maximum possible retirement benefits under the Plan.

Carolyn Kershner, Esq., Akerman LLP, attended the September meeting of the LYNX Finance & Audit Committee and presented a proposed Plan design enhancement that offers potential solutions to these challenges, with the goal of creating a "win-win" result for both the participants and LYNX. The LYNX Finance & Audit Committee accepted her recommendations.

# LYNX Board Agenda

## **FISCAL IMPACT:**

LYNX staff will continue to fund the new Plan with the employer's contribution percentage based on employee election. There will be no fiscal impact for the implementation of these Plan design enhancement recommendations.

**CFRTA RESOLUTION NO. 17-010**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX  
MONEY PURCHASE PLAN AND TO RATIFY AND AUTHORIZE CERTAIN  
EMPLOYER CONTRIBUTIONS WITH RESPECT TO CERTAIN ELIGIBLE  
PLAN PARTICIPANTS**

**WHEREAS**, LYNX, as the sponsoring employer, previously established the LYNX Money Purchase Plan, effective October 1, 1994, and thereafter amended such plan from time to time (as amended, "the Plan"); and

**WHEREAS**, the Plan currently provides eligible employees with the opportunity to make voluntary, irrevocable elections to have pre-tax contributions to the Plan deducted from their paychecks, which contributions are referred to as "pick-up contributions"; and

**WHEREAS**, if an eligible employee makes pick-up contributions, LYNX makes an employer matching contribution to the employee's Plan account up to a maximum of 1.5% of the employee's Plan compensation ("1.5% employer matching contribution"); and

**WHEREAS**, recent federal tax guidance concerning pick-up contributions has created legal uncertainty and impediments to the ability of certain re-hired or promoted employees to make pick-up contributions; and

**WHEREAS**, without the legal ability to make pick-up contributions, the affected employees cannot qualify to receive the 1.5% employer matching contribution from LYNX to their Plan accounts; and

**WHEREAS**, it is LYNX's desire for all eligible employees to be able to receive the maximum intended employer contributions to their retirement savings, in order to help the employees achieve a secure financial future; and

**WHEREAS**, when certain prior employees were recently re-hired and were determined to be legally unable to make the pick-up contribution elections, a short-term accommodation was operationally implemented whereby employer contributions equal to 1.5% of the employees' compensation have been made to a LYNX Deferred Compensation Plan account for them, in order for those employees to receive the same maximum intended employer contributions to their total retirement savings as are available to all other eligible employees; and



**WHEREAS**, certain other current eligible employees or future eligible employees will be, or may be, similarly impacted by the legal uncertainty and impediments arising from the aforementioned federal tax guidance; and

**WHEREAS**, LYNX wishes to ensure that all similarly-impacted eligible employees are provided with the same maximum intended employer contributions to their total retirement savings as are available to all other eligible employees; and

**WHEREAS**, to avoid future complexity and uncertainty in connection with pick-up contribution elections, it has been proposed that LYNX amend the Plan to eliminate the pick-up contribution feature; and

**WHEREAS**, to allow all eligible employees to be able to receive the maximum intended employer contributions to their retirement savings, it has been proposed that LYNX amend the Plan to provide that the employer matching contribution to an eligible participant's Plan account will be computed based on the participant's elective deferral to the LYNX Deferred Compensation Plan rather than computed based on pick-up contribution amounts; and

**WHEREAS**, unrelated to the foregoing subjects, certain questions recently arose regarding the administrative application of the Plan's vesting provisions that provide credit for certain prior employment with a public organization within the State of Florida or any public transportation agency; and

**WHEREAS**, it has been proposed that LYNX confirm, not change, the existing long-standing administrative application of the aforementioned Plan vesting provisions by amending the Plan to add the details of the existing administration; and

**WHEREAS**, it has been proposed that all of the aforementioned proposed amendments to the Plan be accomplished via the adoption of an *Amendment #1 to the LYNX Money Purchase Plan Amended and Restated Plan and Trust Document*, in the form attached hereto as Exhibit "A".

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

1. The operational accommodation whereby employer contributions equal to 1.5% of employees' compensation have been made to a LYNX Deferred Compensation Plan account for certain re-hired employees who were determined to be legally unable to make pick-up contribution elections to the Plan is hereby ratified and approved.
2. The Administrative Committees of the LYNX Money Purchase Plan and the LYNX Deferred Compensation Plan, with such assistance as they may require from LYNX Human Resources, Finance, and Accounting personnel, are hereby authorized and directed to determine which current eligible employees and/or future eligible employees are similarly-impacted and to implement the

operational accommodation for those employees, including, if applicable, with such retroactive equitable contribution adjustments as the Administrative Committees, in consultation with the LYNX CEO, determine are necessary or desirable to ensure that all eligible employees have the opportunity to receive the same maximum intended employer contributions to their retirement savings. This authorization and direction concerning the operational accommodation shall remain in effect only until such time as all eligible employees can legally qualify for a 1.5% LYNX employer matching contribution to the Plan, unless the LYNX Governing Board otherwise sooner modifies this authorization and direction.

3. The amendments to the LYNX Money Purchase Plan contained in *Amendment #1 to the LYNX Money Purchase Plan Amended and Restated Plan and Trust Document* attached hereto as Exhibit "A" are hereby approved.
4. The LYNX CEO is hereby authorized to execute the *Amendment #1 to the LYNX Money Purchase Plan Amended and Restated Plan and Trust Document* attached hereto as Exhibit "A" for, and on behalf of, LYNX.
5. Any and all actions heretofore or hereinafter taken by the aforementioned Administrative Committees and/or by the LYNX CEO and/or by LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

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ON FOLLOWING PAGE.]

**CFRTA RESOLUTION NO. 17-010**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO RATIFY AND  
AUTHORIZE CERTAIN EMPLOYER CONTRIBUTIONS WITH RESPECT TO  
CERTAIN ELIGIBLE PARTICIPANTS IN THE LYNX MONEY PURCHASE  
PLAN**

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017 by the  
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

**Finance Committee Information Item #9.C.**

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Update on LYNX Forward

**Date:** 12/6/2017

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**BACKGROUND:**

In March 2017, the Board of Directors authorized use of HDR Engineering Inc. to begin preparing the ten-year Transit Development Plan (TDP) major update and a Route Optimization Study (ROS). Together, the TDP and ROS are referred to as LYNX Forward.

A draft TDP major update is complete and has been submitted to the Florida Department of Transportation (FDOT) District 5 Office for review and approval. The ROS is underway and will continue through spring 2018.

**OVERVIEW:**

LYNX staff will provide a brief update on progress of LYNX Forward at all Board of Directors and committee meetings until the ROS effort is complete.

This update provides an overview of ROS purpose and principles, existing conditions, characteristics of existing LYNX riders, a review of service types, an introduction to service and network concepts and plans for public involvement.



# *LYNX Forward*

Route Optimization Study

## LYNX Board of Directors Meeting

December 7, 2017



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# Agenda

1. Forward/ROS Purpose and Principles
2. Existing Conditions & Rider Characteristics
3. Review & Discussion of Service Types
4. Service Concepts / Network Development
5. Input and **Direction of LYNX Forward**

# Route Optimization Study Purpose

- 1 Meet **future mobility needs** through new and improved mobility services
- 2 Allocate resources in the most **effective and efficient** manner possible
- 3 Improve regional **connectivity to SunRail**
- 4 Continue to serve existing riders while **gaining new riders**
- 5 **Serve new markets** with focused and specialized service delivery models and integration with complementary modes (e.g. rideshare and bikeshare)



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# ROS Guiding Principles/Objectives

- Improve service frequency
- Match service levels and delivery methods to demand
- Improve service reliability and travel time competitiveness
- Streamline route structure
- Enhance regional connectivity and travel speeds
- Enhance system design clarity and usability
- Apply alternative service delivery methods such as shared use mobility (e.g. TNCs) and contracted mobility service



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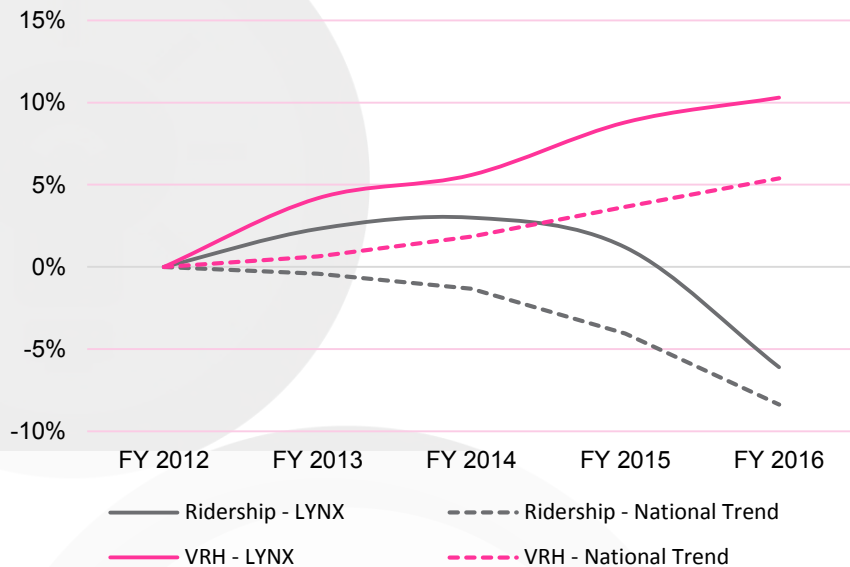




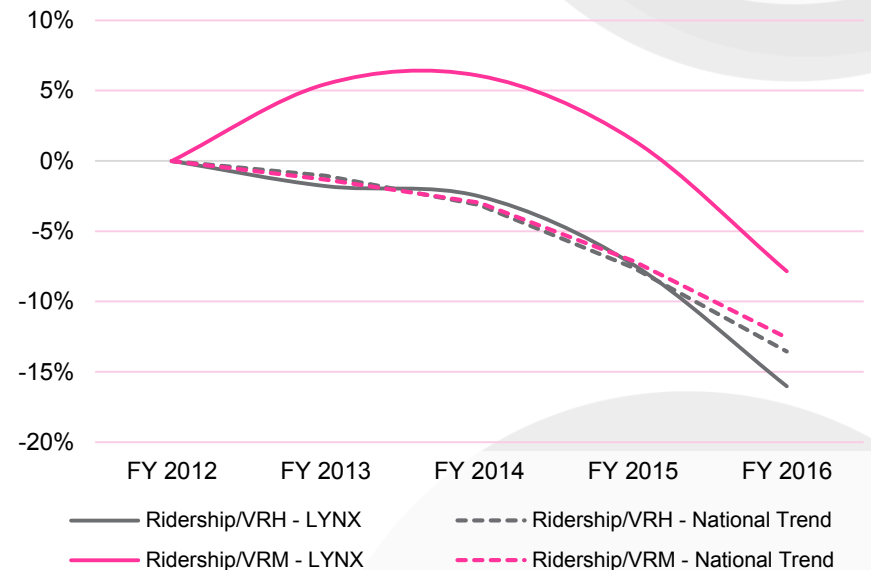
# *Existing Conditions*

# Recent Trends

## Fixed-Route Ridership and Revenue Hours Percent Change



## Fixed-Route Productivity Percent Change



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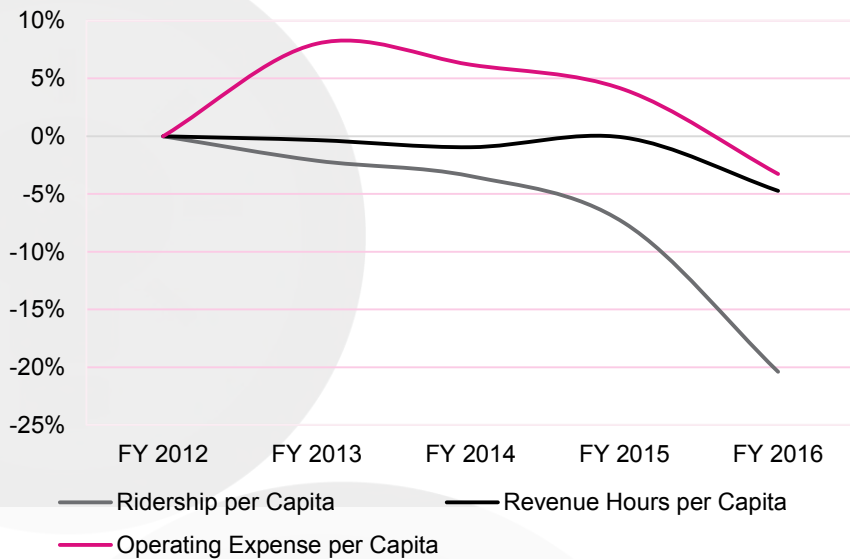
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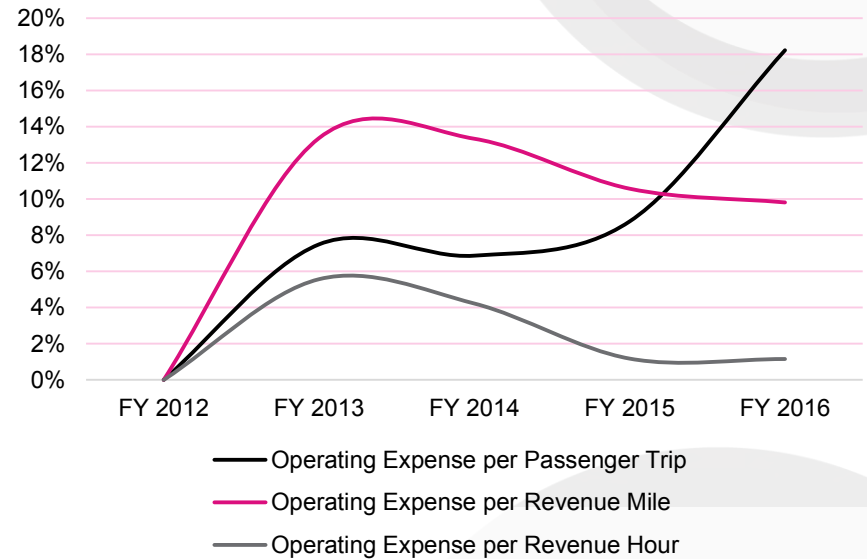
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# Recent Trends

## Fixed-Route Service Coverage Percent Change



## Fixed-Route Cost Efficiency and Effectiveness Percent Change



### Key Takeaways:

- Ridership is down
- Productivity is down
- Population is growing
- Service is not keeping up with growth
- We are losing market share!



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# Existing LYNX Rider

- **66%** live in households with a total income less than \$30k per year
- **61%** do not have access to a vehicle
- **79%** live in a household with one or fewer vehicles
- **52%** do not have a driver's license

**60-70% Transit Dependent, maybe higher!**



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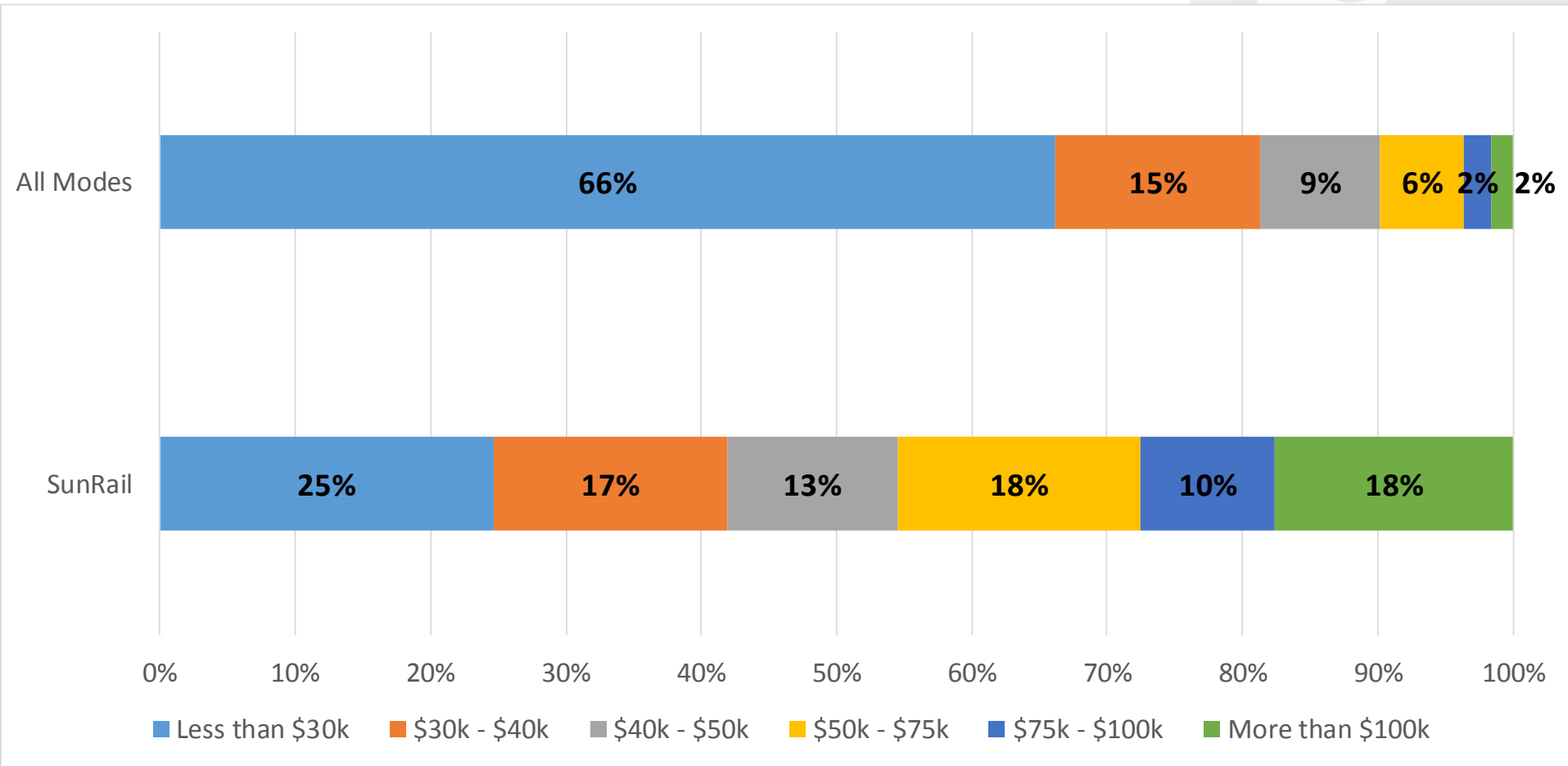


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# Household Income – SunRail vs. All Modes





# *ROS Service Types for Network Development*

# Mobility Toolbox

## Conventional Transit Services

Fixed Guideway

Intercity Rail

Commuter Rail

Light Rail

Streetcar

Bus Rapid Transit

Fixed Route

Local Bus

Limited Stop Bus

Regional Express Bus

Commuter Express Bus

Intercity Bus

## Flexible Transit Services

Semi-Fixed Route

Flexible Route Segments

Route Deviation

Point Deviation

Zonal / Anchored On-Demand

Demand Response Connector

Zone Route

Fully On-Demand

Vanpool

Private Shuttles / Microtransit

Taxi / TNC / Dial-a-Ride

# ROS Service Types

- High Frequency Core Fixed Route Service
- Limited Stop Service
- Regional Express Service
- Commuter Express Service
- Primary and Secondary Fixed Route Service
- Neighborhood / Activity Center Circulators
- On-Demand / Flexible Transit Services



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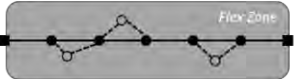

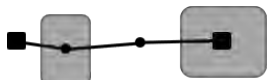
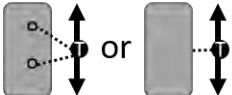
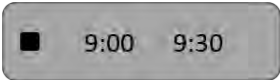
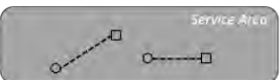

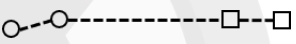
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# Fixed Route Transit Services Summary

Delivery Model	Purpose	Focus	Application
<b>High Frequency Core</b>	Serve high ridership corridors	Short trips within corridors, minimize transfer times	Major arterials
<b>Limited Stop/BRT</b>	Serve high ridership corridors	Moderate-long trips within corridors, shorten travel times	Major arterials
<b>Regional Express</b>	Serve Activity Center to Activity Center Travel	Long regional trips, shorten travel times	Toll and Interstate facilities, major arterials
<b>Commuter Express</b>	Serve commuter market to high employment centers	Long regional trips, shorten travel times	Toll and Interstate facilities, major arterials
<b>Primary &amp; Secondary Fixed Route</b>	Serve moderate ridership corridors Secondary: Serve high & moderate ridership neighborhoods	Local connector trips, local to corridor network connections	Minor Arterials & Primary Neighborhood Streets
<b>Circulators</b>	Primary activity center and neighborhood streets	Neighborhood and activity circulation, activity center to corridor/express network connections	Activity Centers & neighborhood streets

# Flexible Transit Services Summary

Delivery Model	Illustration	Description
<b>Deviated Fixed Route</b>		Regular schedule operating along path, with or without marked bus stops, deviating to serve on-demand zone
<b>Point Deviation</b>		Serves on-demand requests in a zone, but also serves a small number of stops in the zone, following no regular path
<b>Flexible Route Segments</b>		Conventional fixed route, fixed schedule, but switches to on-demand operation for a limited portion of route
<b>Demand Response Connector</b>		On-demand mode within a zone, with one or more scheduled transfer points to a fixed-route network or rail station
<b>Zone Route</b>		Operates in on-demand mode within a zone with established departure and arrival times at one or more established locations.
<b>Taxi / TNC / Dial-a-Ride</b>		Provides point-to-point on-demand service within a defined zone with no fixed timepoints. Can be operated as sequential or concurrent trip sharing.
<b>Private Shuttles / Microtransit</b>		Traditional private shuttles provide limited stops, only picking up specified riders. Microtransit provides pooled on-demand service within defined zone using dynamic routing based on demand.
<b>Vanpools / Ridesharing / Ridesplitting</b>		Passengers share private trip from common origins to common destinations. Ridesplitting incorporates mobile app to match drivers to passengers.





# *ROS Service Network Concepts*

# Concept Network Design

Service Type	Concept 1	Concept 2	Concept 3
	Application / Emphasis		
<b>High Frequency Core Fixed Route Service</b>	High	Moderate	Low
<b>Limited Stop / BRT Service</b>	Low-Moderate	Moderate-High	High with BRT
<b>Regional Express Service</b>	Low	Moderate	High
<b>Commuter Express Service</b>	High	Low	Moderate
<b>Primary Fixed Route Service</b>	High	Moderate	Moderate
<b>Secondary Fixed Route Service</b>	High	Moderate	Low
<b>Circulator Service</b>	Moderate	Moderate	Low
<b>On-Demand Services</b>	Low	Moderate	High



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# Service Concept Summary

Concept	Emphasis	Travel Market
<b>Concept 1 – High Frequency Core Local Network</b>	<b>High Frequency Local Corridor and Commuter Services</b>	<b>Short Corridor Trips and Work Commute Market</b>
<b>Concept 2 - High Frequency Limited Stop / BRT Service w/ Regional Express</b>	<b>High Frequency Limited Stop / BRT and Regional Express Services</b>	<b>Moderate-Long Trips and Regional Travel</b>
<b>Concept 3 – High Frequency Limited Stop / BRT, Regional Express &amp; On-Demand Services</b>	<b>High Frequency Limited Stop/BRT, Regional Express and On-Demand Services</b>	<b>Moderate-Long Trips, Regional Travel, &amp; On-Demand Market</b>



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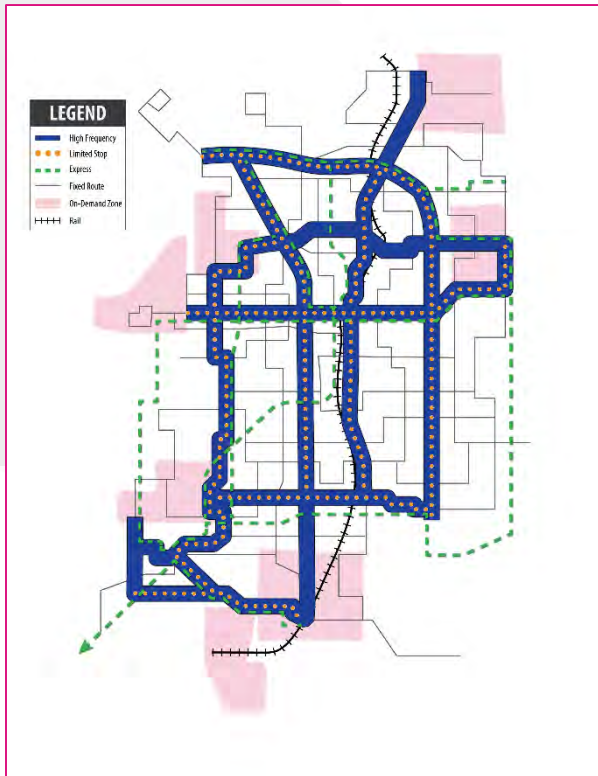
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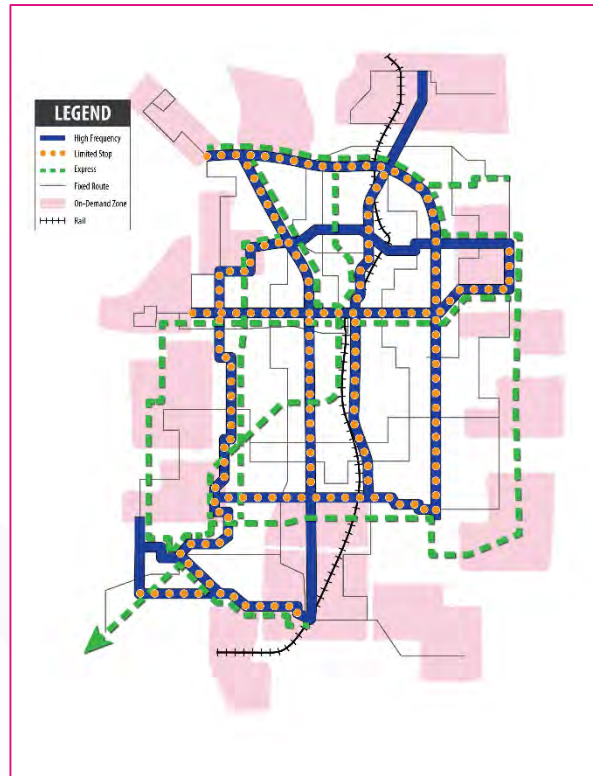
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# System Concept Comparison

## Concept 1 - High Frequency Core Local Route Network



## Concept 2 - High Frequency Limited Stop/ BRT Service w/ Regional Express



## Concept 3 - High Frequency Limited Stop/BRT, Regional Express & On-Demand Services



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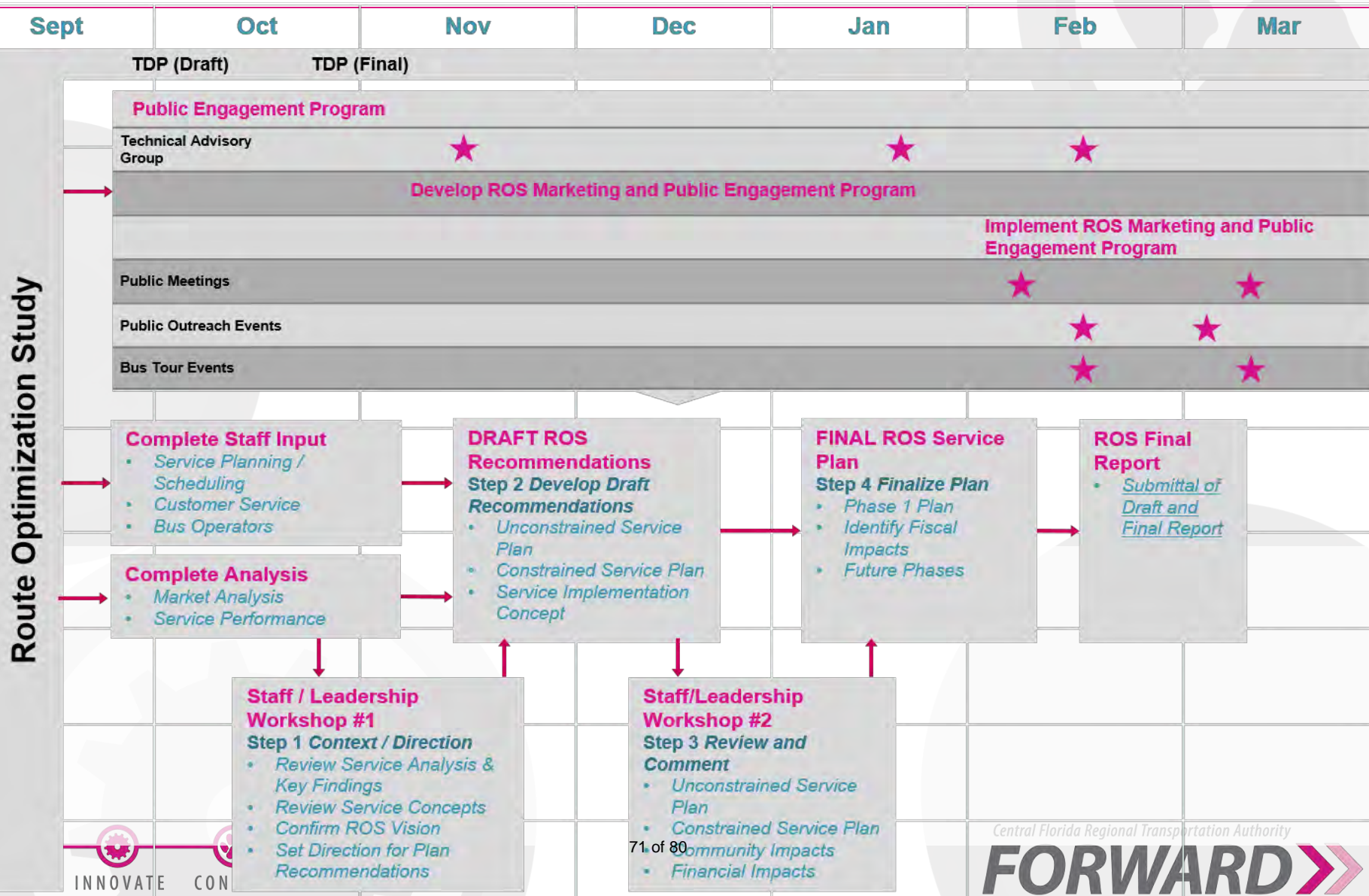


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# Input / Direction of LYNX Forward



**Finance Committee Information Item #9.D.**

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Update on the Mobility Services Division

**Date:** 12/6/2017

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LYNX staff will be providing an update on the Mobility Services Division's current status and the Mobility Management program.



# State of the Mobility Services Division

LYNX Finance & Audit Committee

LYNX Oversight Committee

December 6 & 7, 2017

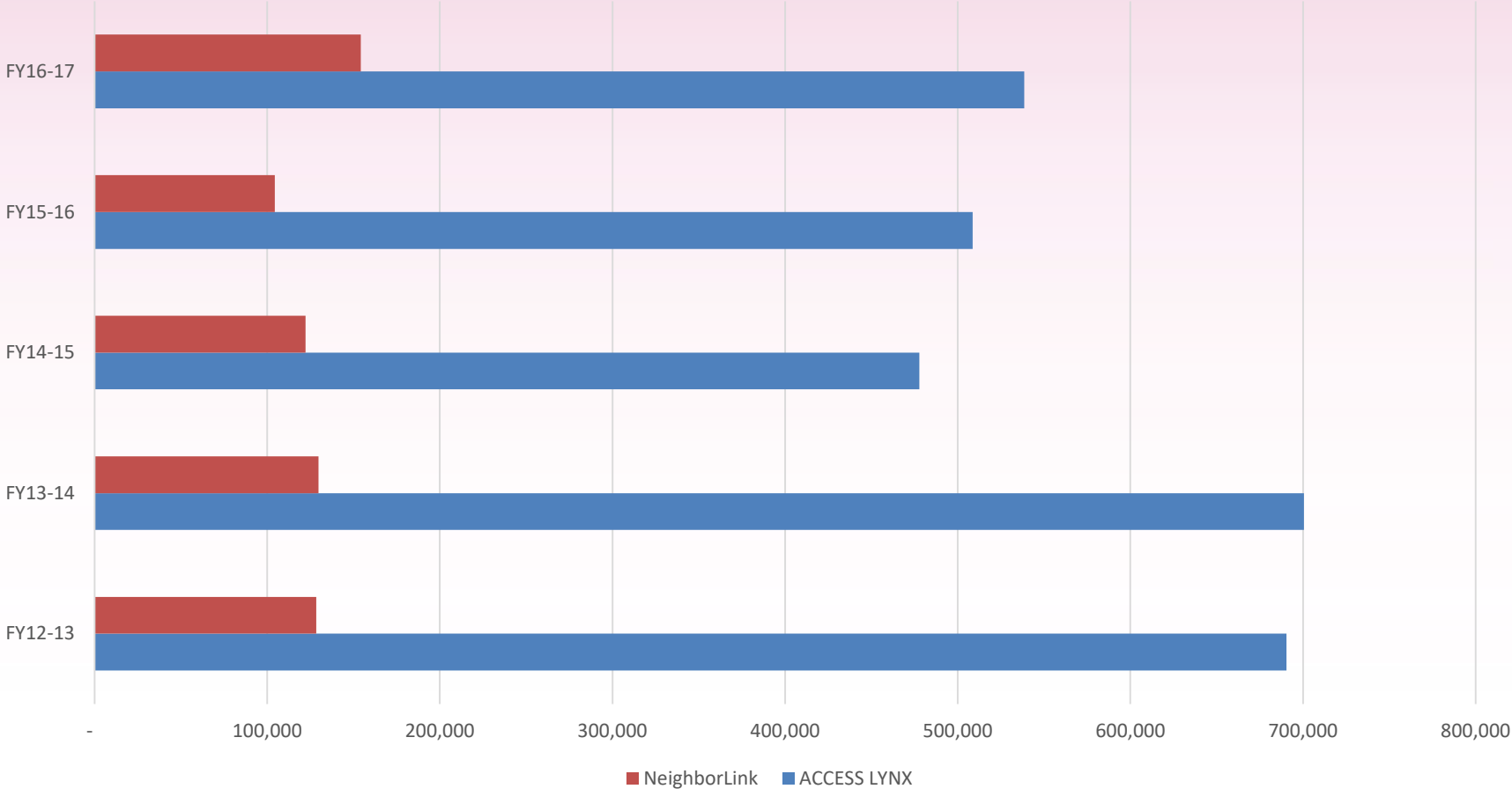
# Action Items



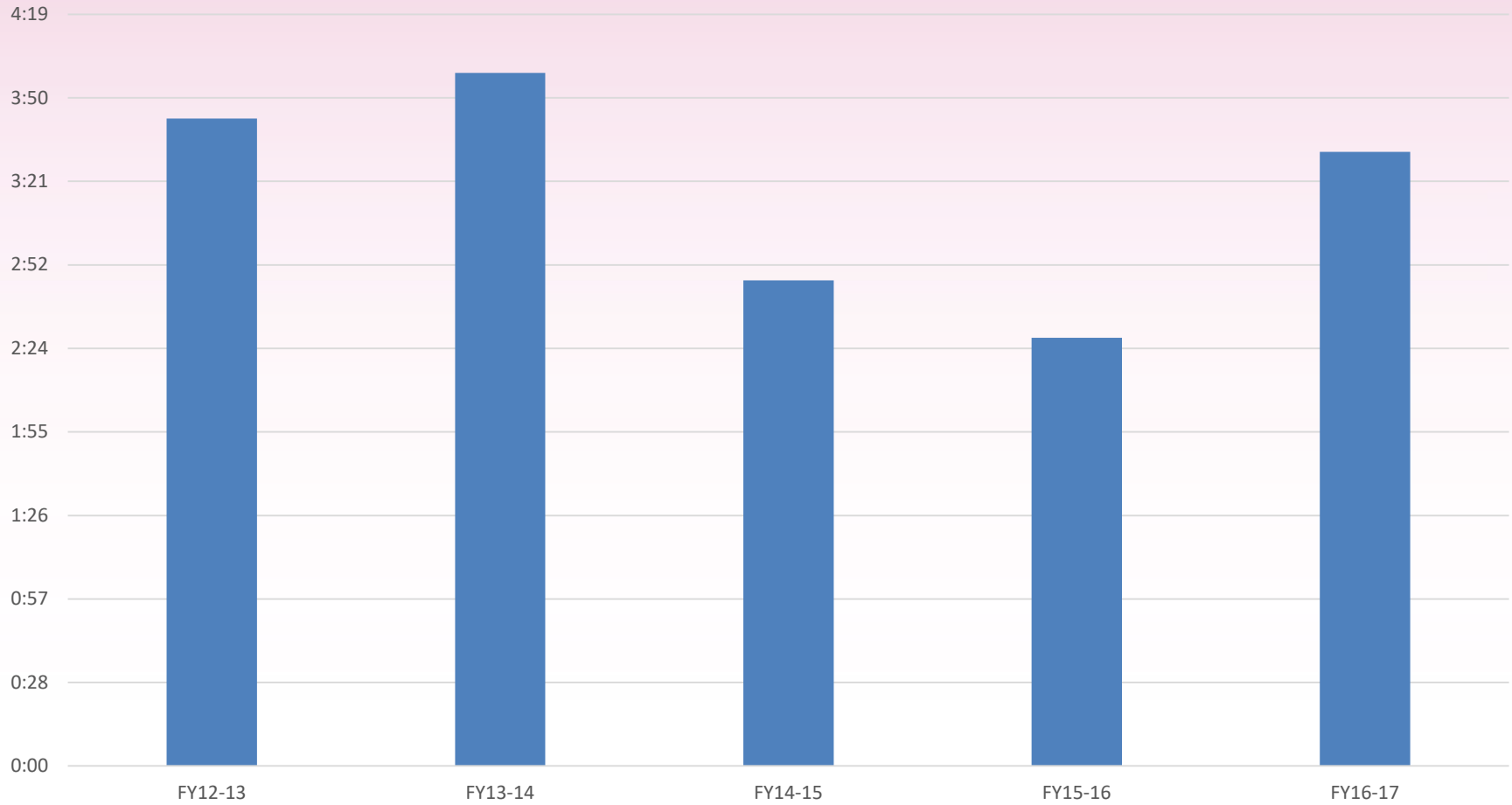
- ④ Launched NeighborLink app system-wide.
- ④ Transitioned ACCESS LYNX and NeighborLink call centers into LYNX' call center.
- ④ Established new provider contract for both ACCESS LYNX and NeighborLink services.
- ④ Ordered 50 new ACCESS LYNX vehicles.
- ④ Enforcing conditional eligibility.
- ④ Providing more services through taxi and transportation network company providers.



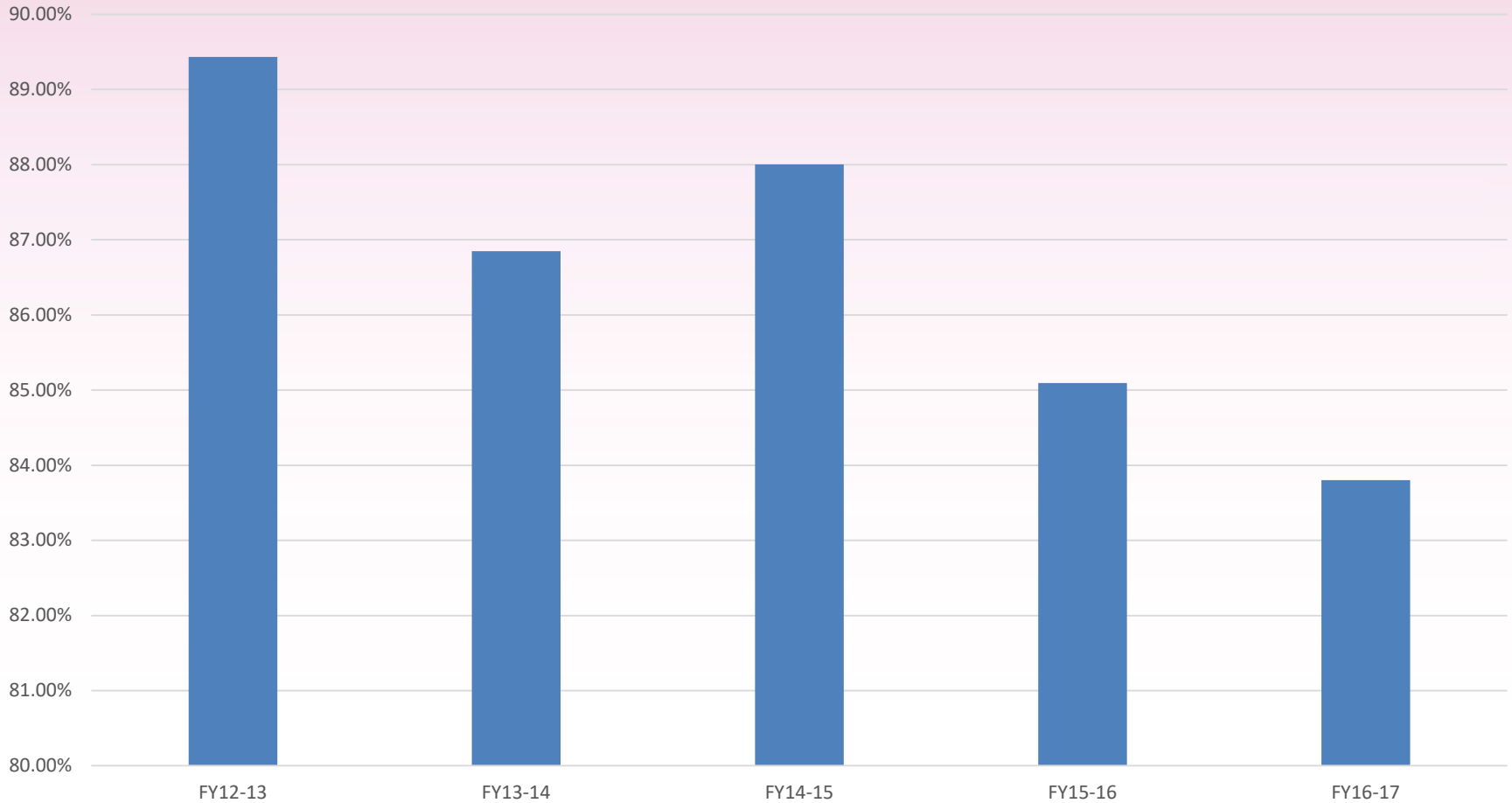
# Trip Volume



# Call Hold Time



# ACCESS LYNX On-Time Performance



# Uncollected Fares



July 2017	5.11%
August 2017	4.77%
September 2017	2.21%
October 2017	0.56%
November 1-15, 2017	0.48%

(Note, these figures have not been audited and are based solely on raw data from ACCESS LYNX' dispatch software.)

# ACCESS LYNX Customer



- ⦿ Frequent social media posts for ACCESS LYNX customers to join class action lawsuit.
- ⦿ Potential for financial risk.
- ⦿ Taking concerns seriously.



# Questions?

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