





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

1. Call to Order & Pledge of Allegiance

2. Action Agenda

- A.  Authorization to Enter Into an Interlocal Agreement with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing Pg 2
- B.  Authorization to Enter Into a Joint Participation Agreement (JPA) for Feeder Bus Service with Florida Department of Transportation (FDOT) for SunRail Pg 17

3. 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 Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 6012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

Action Agenda Item #2.A

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Enter Into an Interlocal Agreement with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing

Date: 4/11/2014

ACTION REQUESTED:

Staff is requesting authorization for the Chief Executive Officer (CEO) or his designee to negotiate and execute a Interlocal Agreement with the Florida Department of Transportation for the development of the SunRail ticketing system, backroom, costs sharing, and processing of ticket proceeds.

BACKGROUND:

Staff has been working with FDOT over the last several years to develop a fare policy and technology to support the feeder bus service that will operate in support of SunRail. This Interlocal Agreement will provide the framework for costs sharing, backroom development and processing of ticket proceeds. Recently, FDOT has provided to Lynx a form of Interlocal Agreement and, Lynx and its counsel also met with FDOT and its counsel to review that draft. Lynx staff disagrees with several of the terms in the draft Interlocal Agreement furnished to Lynx, including among other matters, the frequency with respect to which Lynx will receive payment from the SunRail Clearinghouse for Lynx generated revenues, and the implementation of a “stored value bonus” rather than the 10% discount rate that was established in the Lynx and SunRail fare policy. As noted, these and other items are the subject of discussions between Lynx and FDOT.

The Interlocal Agreement generally will apply over the term that FDOT has responsibility for operating SunRail.

FISCAL IMPACT:

LYNX staff included funding in the amount \$2,319,596 in the FY2014 Amended Capital Budget for the purchase of Fare Collection Equipment, including Ticket Vending Machines and On-Board Validators. Also, staff included \$140,000 in the FY2014 Amended Operating Budget to support LYNX' fees associated with the cost sharing activities of the SunRail back office.

Note: This was the first draft furnished by FDOT on February 27, 2014.

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

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

WITNESSETH:

WHEREAS, the FDOT is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (the "FDOT Commuter Rail System or SunRail") running from DeLand in the County of Volusia through Seminole County and Orange County (including the City of Orlando) to Poinciana in Osceola County; and

WHEREAS, LYNX is responsible for the planning, design and operations of the regional bus system in Orange, Seminole and Osceola Counties (LYNX Bus System) and may provide fixed route feeder bus connections to the Commuter Rail Stations; and

WHEREAS, the FDOT and LYNX have been working together in the development and implementation of a common Fare Policy, Fare Media, and limited fare equipment for the FDOT Commuter Rail System and the LYNX Bus System to benefit the residents, employees and visitors of the Central Florida region; and

WHEREAS, implementation of the FDOT Commuter Rail System and integration with the LYNX Bus System will result in overall social and environmental benefits, improve the quality of life in the state, stimulate economic growth, create new employment opportunities, and serve as a positive growth management catalyst; and

WHEREAS, the FDOT Commuter Rail System and integration with the LYNX Bus System will greatly benefit all of the citizens of and visitors to the Central Florida region, and is needed in order to relieve traffic congestion, and provide transportation opportunities; and

WHEREAS, the Commuter Rail System will become an integral part of a Central Florida balanced transportation system and, with concurrent development of improvements to roadways and integration with bus transit, will greatly enhance the mobility of the traveling public; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes;

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

SECTION 1.00. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the FDOT and LYNX (hereinafter referred to as the “Parties”) to use the Smart Card System as a method of cashless fare collection on the LYNX fixed route services and paratransit services; the FDOT SunRail commuter rail service; and for patron transfer among the Parties transportation systems. Each of the Parties to this Agreement shall provide the specified services in this Agreement so that each may sell fare products; collect fares through the Fare Devices installed on vehicles, rail platforms and at other locations; manage customer accounts; monitor performance; generate reports, and settle costs and revenue. FDOT shall be responsible for the operation of the Central System and the Clearinghouse that will recognize revenue when a fare is presented to a Fare Device and transmit the necessary data in order to properly recognize, reconcile and deposit revenue to the appropriate FDOT or LYNX bank accounts. Each Party shall be responsible for the provision of fare card customer service, including managing card sales and delivery of fare cards for distribution, addressing customer inquiries, account management, hot listing, refunds, credit/debit disputes and other services which may be provided to each Party’s individual customers.

SECTION 1.01. DEFINITIONS. As used in this Interlocal Agreement, the following terms shall have the following meanings unless the context hereof otherwise requires.

a. Central System: The computer hardware and software that enables the Smart Card System, which includes the operating software, clearinghouse functions, customer service information functions, and monitoring of system alarms.

b. Clearinghouse: The Central System function administered by FDOT to communicate with Fare Devices; maintain the necessary software for financial transactions; transmit fare payment information and facilitate credit/debit card transactions; process any necessary payment transactions; convey necessary reports; and to reconcile financial data and reconcile costs and revenue among the Parties;

c. Fare Devices: Ticket vending machines (“TVMs”), On-board smart card processors (“OSMPs”); ticket office machines (“TOMs”), handheld validators (“HHTVs”), ticket validator units (“TVUs”) and point of sale (“POS”) devices or other mechanisms or interfaces between the customer and the automated fare collection system.

d. Fare Media: Typically, a credit card sized fare card or ticket constructed of either plastic or paper or a combination of the two and which has an integrated circuit or magnetic strip for the purpose of storing information. The thickness of the card may vary depending on the material and use. Upon system implementation the Smart Card System will support the SunCard, SunTicket and the LYNX SunRail Connection Card. Upon mutual agreement by the Parties, other brands and types may be introduced.

1. SunCard: an extended use plastic smart card displaying the SunRail logo/branding and used in conjunction with compatible automated fare collection equipment installed on the

vehicles and facilities of the participating transportation systems;

2. SunTicket: a limited use paper based smart card displaying the SunRail logo/branding and used in conjunctions with compatible automated fare collection equipment (Fare Devices) installed on the vehicles and facilities of the Parties transportation systems;

3. LYNX Connection Card: an extended use plastic card displaying the LYNX logo/branding and used in conjunction with compatible automated fare collection equipment installed on the vehicles and facilities of the Parties transportation systems.

e. Implementation Date: The first date on which the payment system is fully operational and accepted from the system contractor for use as a means of fare collection for payment of fares;

f. Initial Term: A period of seven (7) years from the Implementation Date.

g. Smart Card System: the fare payment system being procured by SunRail and LYNX which is based on the use of smart card fare card technology for the payment of transit fares;

h. Transaction: An electronic data element or set of data elements created using a smart card issued by a Party to this Agreement that allows a customer to pay a fare on a LYNX transit vehicle or at a LYNX or SunRail TVM, or equipment allowing a transfer between the Parties transportation systems for the purposes of the reconciliation, clearing and settlement of revenue among the Parties.

1. The following are considered a Transaction for the purposes of this Agreement:

- a. The first tap of a smart card on a bus smart card reader in order to make a trip,
- b. The first tap of a smart card on a station platform smart card reader or handheld device to initiate a trip on SunRail,
- c. The tap of a smart card on any Fare Device to enable a transfer.

2. The following are *not* considered a Transaction for the purposes of this Agreement:

- a. Taps conducted on a Fare Device in order to query the card value, card expiration or other information,
- b. Taps conducted on a Fare Device to add any fare products,
- c. Taps off of the SunRail system for the purpose of calculating a zone-based fare,
- d. Taps conducted using employee cards, contractor cards or other non-revenue cards on any Parties' transit system,
- e. Taps conducted for the testing or maintenance of fare system equipment,
- f. Taps which do not result in the collection of revenue or the initiation of a transfer such as taps using damaged cards, hot listed cards, cards

- in passback status, repetitive taps using the same card or taps of cards not belonging to a Party to this Agreement,
- g. Clicks on any Internet site or portal.

SECTION 1.02. BASIS FOR THE AGREEMENT. The FDOT has created the Central Florida Commuter Rail Transit *Fare Policy, Equipment and Implementation Plan* (Version 1.1), dated May 2013 (“Fare Policy”). This document provides the basis for this agreement, and will be periodically updated on an as needed basis

SECTION 1.03. FARE STRUCTURE

a. It is the intention of the Parties to maintain, control and manage their own respective fare policies, but to assure interoperability among the systems for the benefit of the customers. The Clearinghouse shall maintain and be responsible for system fare tables and associated transfer rules for the Fare Devices of the Parties. If fare policy changes are implemented that are determined to be highly complex, such as the creation of new products, the Parties shall mutually determine a schedule for testing and implementation.

b. The Parties will provide updates for the system fare tables necessary to support the proper operation of a regional, interoperable smart card program including any changes that may be necessary from time-to-time as a result of fare pricing or policy modifications or software upgrades/changes.

c. The Parties shall agree to share costs resulting from the operation of any stored value customer loyalty programs (“Stored Value Bonus”). As outlined in the Fare Policy, customers are eligible to earn bonus dollars upon establishing or reloading stored value on a SunCard. The Stored Value Bonus is added to the customer’s stored value account at the time an eligible purchase is made. The allocation of the Stored Value Bonus shall be on the basis of stored value usage, with each Party contributing a proportionate share of stored value dollars used on that Party’s facilities during the settlement period. The Parties shall agree that the Stored Value Bonus shall be deposited into the Clearinghouse at the time the bonus is earned by the customer in accordance with the Clearinghouse Responsibilities in Section 1.07 below. At the time a customer uses stored value, the full fare shall be remitted to the Clearinghouse in accordance with the Clearinghouse Responsibilities in Section 1.07 below.

d. The Parties shall collaborate regarding the implementation of any new Fare Policy, technologies or payment systems, such as “open payments”, “mobile payments”, alternative fare media, or payment devices so that such improvements shall enhance interoperability among the Parties; improve the seamless experience of the customers while not negatively impacting ridership or revenue of either of the Parties. Any costs and the allocation of those costs incurred by the establishment of new fare policies, technologies or payment systems will be mutually agreed upon prior to implementation and outlined under separate agreement or modification to this Agreement.

SECTION 1.04. PROVISION OF FARE MEDIA

a. Extended Use Smart Cards. The Parties shall determine the means and methods of distributing fare media to their individual customers without impacting the ridership and revenue of the other Party.

The Parties may also procure fare cards and tickets individually from a qualified source provided that the media is compatible with the installed system.

b. Each Party shall provide web-based, phone, in-person and mail order sales of fare media to customers without cost to the other.

c. Limited Use Tickets: Each Party shall determine the extent to which it shall offer limited use tickets to its patrons. The Parties may procure tickets from any qualified source.

SECTION 1.05. CLEARINGHOUSE AND REVENUE RECONCILIATION

Each Party shall be responsible for collecting currency and coin deposited in their Fare Devices and depositing said revenues in their respective bank accounts. Revenues generated from transactions using credit cards and stored value added to a card/ticket at one agency, but used at another agency will be the subject of clearing and reconciliation between the participating agencies. FDOT shall be responsible for the operation of the centralized Clearinghouse which shall record revenue transactions when fare cards or tickets are presented to any Fare Device and transmitting the necessary data to properly record, reconcile, and deposit revenue to the account of each agency in accordance with the following revenue recording principles:

Revenue Recording Principles:

- a. Payments collected in the form of currency or coin from SunRail Fare Devices will be deposited into the Clearinghouse.
- b. Payments collected in the form of currency or coin from the LYNX Fare Devices will be deposited into a LYNX bank account. All such payments collected for the purpose of establishing or reloading stored value shall be deposited into the Clearinghouse within two (2) days of the close of each business week in accordance with the settlement procedures defined in Section 1.07 below.
- c. All payments made in the form of credit card at any Fare Device, online via the customer website, or by phone via the customer service center will be deposited into the Clearinghouse.
- d. The full value of any pass products encoded and sold on a card or ticket, for example, daily, weekly, monthly, day passes, multi-trip products or other instrument whose use is limited to a single Party, shall be recorded as a sale to that Party and credited in full, whatever the device or sales channel used in any location.
- e. Upon use of stored value by customers, the fare revenue shall be credited to the Party providing the service using the fare structure in place at the time of service provision, less an allocation of any discount.
- f. The revenue resulting from the sale of interagency transfers or zone based “up charges” shall be credited to the Party providing service using the fare structure in place at the time

of service provision, less an allocation of any discount.

- g. The revenue resulting from the card fees assessed to customers for the initial sale of cards shall be credited to the selling Party, however both Parties shall conform to the same card fee for all locations in the region. Card fees may be waived for start up or marketing purposes only.
- h. The Parties shall agree to a set of reports for the purposes of revenue reconciliation within the one (1) month after the Implementation Date.

SECTION 1.06. COST SHARING AND CLEARINGHOUSE SERVICE FEES

The Parties agree to allocate the mutual Clearinghouse service fees proportionally to the usage of smart card/fare products on each of the Parties transit systems. The proportion shall be established using ridership reports generated by the ACS/Xerox Atlas back office software system, or subsequent software systems utilized by the Clearinghouse.

Smart Card Transaction and Cost Allocation Estimate

Costs shall be allocated to the Parties based on actual smart card usage, as reported by the Atlas system on a monthly basis. Each month, subject costs incurred during the prior month will be allocated to the Parties based on Smart Card Transaction activity during that month. Estimated allocation in the early months is outlined in Table 1 below.

Table 1 – Clearinghouse Allocation Table Estimate of Initial Daily Smart Card Usage by Agency for the First Month		
Agency	Daily Smart Card Transactions	% Of Trips
SunRail	4,348	79%
LYNX	1,113	20%
Votran	72	1%
Total	5,533	100%

Relevant Costs and Services

The following anticipated costs and services are applicable charges to be shared on a proportional basis by the Parties as described above.

- Hardware and Software Hosting (Contract executed between FDOT and ACS/Xerox)
- Bank Fees (Contract with Bank pending)
- Credit/Debit Fees (Contracts executed between FDOT and Bank of America and FDOT and American Express)
- Uncollectible accounts receivable (for example, negative customer balances resulting from returned payments or chargebacks)

- Routine and Annual Audit Expenses
- PCI Compliance (Clearinghouse PCI compliance not including costs exclusive to any of the Parties)

Any other cost or fee items shall be initially allocated according the Clearinghouse Allocation Table, and subsequently by information reported by the Atlas system, including but not limited to any goods and services mutually agreed to be procured for the benefit of both of the Parties and any mutual capital costs needed to operate the Clearinghouse in a secure and efficient manner, such as system upgrades. These cost or fee items as well as the allocation or proportion of these cost items shall be the subject of a separate agreement.

SECTION 1.07. CLEARINGHOUSE RESPONSIBILITIES

a. The Clearinghouse shall remit to the Parties all payments received by the Clearinghouse for all one-way, round trip, pass and other products.

b. The Clearinghouse shall collect, reconcile and maintain all payments received by the Clearinghouse for stored value.

c. The Clearinghouse shall collect from LYNX all cash and coin payments made to a LYNX TVM for stored value.

d. The Clearinghouse shall process all returned payments, including credit card chargebacks and returned checks, and adjust customer account balances to reflect such returned payments. Any uncollectible accounts receivable resulting from such returned payments shall be allocated to the Parties in accordance with Section 1.06 above.

e. The Clearinghouse shall calculate, allocate and collect the Stored Value Bonus from the Parties on a weekly basis. The amounts of Stored Value Bonus earned by customers shall be reported by the Atlas system and allocated to the parties based on the proportionate amount of stored value dollars earned by the Parties during that period. The Stored Value Bonus shall be deducted from each Party’s weekly settlement. Stored Value Bonus earned by customers prior to start of revenue service and during the first 30 days of revenue service shall be allocated to the Parties based on the proportionate amount of stored value dollars earned by the Parties during the first 30 days of service.”

e. The Clearinghouse shall reconcile payments and revenue each business day. Weekend activity shall be processed on the following Monday and Holiday activity will be processed on the first business day following the Holiday. The close of the business day is defined as 2:00 a.m., unless otherwise defined in a mutually agreed upon standard operating procedure.

f. The Clearinghouse shall transfer funds within two (2) business days of the close of a business week. The business week is defined as [[Thursday through Wednesday]]. The funds shall be transferred by wire or other electronic means agreed upon by the Parties.

g. The Clearinghouse shall provide sales and revenue reports to support settlement amounts and allow accurate reconciliation of fare revenue.

h. The Clearinghouse shall provide access to the Parties to the central computing system for the purpose of generating reports and conducting analysis.

i. FDOT shall maintain, either in-house or via third party, the Clearinghouse related software and data sufficient to support the clearing, settlement and customer service needs of each Party, including uploading and downloading data, such as fare tables, autoload lists, hot lists, payment and usage data.

j. The Clearinghouse shall maintain a central bank account into which cash from sales and revenue settlements can be deposited as well as settle with agency accounts.

k. The Clearinghouse shall maintain the hardware, software and supporting communications systems to assure necessary exchange of fare collection related data.

l. It is anticipated that there will be certain stored value products that will be subject to Florida's unclaimed property statutes. Such dormant funds shall be protected and invested by the Clearinghouse for the benefit of the Parties in accordance with State of Florida unclaimed property statutes. Any gain from such investments shall be applied to mutual costs prior to allocation to the Parties. Any Stored Value Bonus that is forfeited prior to funds being escheated to the State shall be returned to the Parties based on the proportionate amount of stored value dollars earned by the Parties during the period in which the forfeiture is posted to the system. The Parties agree that dormant funds will be settled in accordance with the State of Florida's unclaimed property statutes.

m. The Parties agree that all accounting activities undertaken in the operation of the Clearinghouse shall conform to Generally Accepted Accounting Principles (GAAP) in effect upon the date of this Agreement and as may be amended from time to time.

SECTION 1.08. TRANSFER POLICY

a. The Fare Policy provides for free transfers between the SunRail commuter rail and the LYNX feeder bus routes serving commuter rail stations only. Passengers boarding LYNX feeder buses will transfer free to the SunRail commuter rail for a 1-zone trip. Transferring passengers will incur a \$1.00 (initial fare structure, subject to periodic review and modifications) upgrade for each additional zone traveled. Passengers will present their paper/magnetic fare cards and tickets at the TVM to receive a transfer upgrade smart card for free or charge for multiple zones traveled. The SunRail conductor is responsible for verifying that the transfer upgrade smart card is valid.

b. For passengers traveling from the SunRail commuter rail to LYNX, passengers will purchase their SunRail or LYNX smart cards from TVMs or other outlets. The cards will be validated by using the SunRail commuter system. These validated SunRail/LYNX smart cards will be read using smart card validators on-board the LYNX feeder buses to receive the free

transfer.

c. Riders transferring from LYNX to SunRail will swipe their magnetic transfer cards into the station platform TVM, pay an appropriate fare upgrade (depends on the number of zones travelled), and receive a paper stock Smart Card valid for the subsequent trip on SunRail. The SunRail TVM will “read” the magnetic card to verify that the magnetic transfer card is valid for the date, time (within 90 minutes) and bus route/station pair. If the magnetic card is not valid (timed exceeds 90 minutes from issuance, bus route does not connect to that station), the magnetic card will be returned by the TVM and no SunRail ticket will be issued.

d. Riders transferring from SunRail to LYNX must buy their valid SunRail fare cards and tickets at a SunRail/LYNX TVM or other outlet. Riders will then show the ticket or pass to the Bus Operator and “tap” the ticket or pass on the smart card reader located on the fare box. Bus Operators will be responsible for verifying that the SunRail tickets and passes are valid, if there is an issue with pass that is determined by smart card reader.

e. The transfer policy agreed upon by the Parties as described above requires SunRail to honor valid paper/magnetic transfers as well as monthly passes issued by LYNX. Similarly, LYNX will honor validated one-way tickets and weekly and monthly passes issued by SunRail. The Parties agree that whichever agency collects the fares, keeps the fares. When a passenger boards a LYNX feeder bus then transfers to SunRail, LYNX retains the initial base fare and SunRail retains any fare upgrades for travel to other zones. In the reverse direction, SunRail retains the base and upgrade fares for passengers boarding the SunRail system; LYNX will not collect any revenue for transferring passengers.

f. LYNX will retain all revenue derived from sales of their weekly, monthly and multi-ride tickets. SunRail will retain all revenue derived from sales of its weekly and monthly passes.

SECTION 1.09. PARATRANSIT TRANSFERS

a. SunRail service will be required to meet ADA requirements including accessibility on trains, at stations and using fare equipment. Paratransit service is provided by LYNX (Access LYNX) through door-to-door services for individuals unable to use fixed route bus service due to a physical or mental disability or other limitations. Eligibility certifications, requirements and policies for SunRail will be provided through Access LYNX. These services will offer qualified paratransit customers direct connections to SunRail stations. The same transfer policy of a free transfer or a reduced fare transfer upgrade charge for multiple zones traveled will be provided to customers using Access LYNX equal to that of those customers using fixed route service. LYNX and Votran are establishing a joint agreement for eligibility, scheduling trips, fares and policies for paratransit riders traveling between paratransit service areas. FDOT is not party to that agreement.

SECTION 1.10. LIABILITY FOR ERRORS

In the event that a processing error is discovered, whether the said error favors any of the Parties, the Clearinghouse shall rectify the error. If the error results in any Party receiving fewer funds than it is

entitled to, the Clearinghouse shall credit the Party's account for the amount that should have received. If the error result in a Party receiving more money than it is entitled to, then the Clearinghouse reserves the right to correct the transactions that were incorrectly executed, regardless of the nature and cause of the error and to deduct funds from future revenue allocations, or request payment.

SECTION 1.11. LOSS FROM FRAUD OR ABUSE

Any losses associated with the management or operation of the automated fare collection system, associated specific Fare Devices or credit/debit operations which are not due to an error or omission of either Party shall be borne by the Party suffering the loss. Any loss associated with any Party's error or omission shall be that Party's sole responsibility.

SECTION 1.12. ANNUAL AUDIT

All functions of the Clearinghouse shall be subject to an annual audit at the election of the Parties. The audit costs will be allocated to the Parties based on the average allocation percentages for the period subject to audit. The Clearinghouse shall keep true and accurate records of all transactions pertaining to this Agreement. Such records shall be open to audit, with reasonable prior notice, by the Parties or their authorized representatives during normal business hours at FDOT's offices, at any time while this Agreement is in effect and for four years after its termination, or for such period of time as dictated by Florida's Records Retention Laws, whichever is later. The Parties shall have the right to seek correction of any error discovered during an audit.

SECTION 1.13. ADDITIONAL AUDITS

The costs of any additional audits sought by any of the Parties shall be borne by the Party requesting the audit.

The Parties shall cooperate in any audit or review required by the Federal Transit Administration or the State of Florida. If another Local Funding Partner, as defined in the Interlocal Funding, Operations and Governance Agreements (City of Orlando, Orange County, Seminole County, Volusia County, and Osceola County) require an audit beyond the annual audit, the requesting Party shall be required to pay for the costs incurred by the Clearinghouse or Central System. If one of the Parties to this agreement requests an additional audit beyond FTA, State of Florida or the annual audit, then the requesting Party shall be required to pay for the costs incurred by the Clearinghouse or Central System.

SECTION 1.14. PUBLIC AWARENESS

The Parties shall assist one another with the public awareness and education efforts related to the implementation of the system, and share their education and outreach materials for joint use and may provide resources to assist in planning and implementing a public awareness campaign.

SECTION 1.15. PRIVACY

The Parties shall develop processes and procedures to assure that customer privacy is maintained that all

data security measures address applicable local, state and federal standards, guidelines, procedures, rules or laws. Each Party shall publish the privacy policy on the web sites associated with the sales of fare products prior to the Implementation Date. This provision shall be subject to applicable state and Federal law.

SECTION 1.16. SECURITY AND PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

The Parties agree to work cooperatively to assure that the system and each agency's system meets all necessary security guidelines for the processing of funds and operation of the fare system, including any associated banking, credit or payment card industry (PCI) standards or local, state or federal standards, guidelines, procedures, rules or laws. The Parties will separately be responsible for the cost of changes in their respective Fare Devices and associated systems. , The Parties will share any costs incurred or required for the purpose of securing, maintaining and validating the security of the Clearinghouse.

SECTION 2.00 MISCELLANEOUS

a. This document incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

b.. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

c.. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

FDOT

LYNX

d.. This Agreement shall become effective when a fully-executed copy hereof has been filed with the clerk of the circuit court for LYNX

e.. This Agreement may be assigned by the FDOT, without the need for further consent from LYNX, to the Central Florida Commute Rail Commission at such time as the operation of the Commuter Rail System is turned over to said Commission by the FDOT. Upon such assignment,

a novation shall be deemed to be effected and the FDOT shall have no further obligations hereunder.

IN WITNESS WHEREOF, LYNX and the FDOT have executed this Agreement effective this _____ day of _____, 200 __.

By: _____

Name:

Title:

Reviewed:

Local Government Attorney

*STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION*

By: _____

Noranne Downs

District Five Secretary

Reviewed:

District Counsel

Action Agenda Item #2.B

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Enter Into a Joint Participation Agreement (JPA) for Feeder Bus Service with Florida Department of Transportation (FDOT) for SunRail

Date: 4/11/2014

ACTION REQUESTED:

Staff is requesting authorization for the Chief Executive Officer (CEO) or his designee to negotiate and execute a Public Transportation Joint Participation Agreement (JPA) with the Florida Department of Transportation for the feeder bus service providing access to SunRail Stations through June 30, 2014, the end of the fiscal year for the Florida Department of Transportation.

BACKGROUND:

Staff has been working with FDOT over the last several years to develop a feeder bus plan that provides first and last mile access to SunRail patrons. Recently, FDOT has furnished to LYNX a form of the JPA and, recently, LYNX and its counsel met with FDOT and its counsel to discuss the JPA. The form of the JPA furnished to LYNX by FDOT provides that FDOT will pay for a limited amount of hourly service at an agreed upon rate and provides for one year service agreement with options to continue the service in subsequent years.

LYNX staff estimates that the feeder bus plan will require 17,798 hours of service which will cost approximately \$1.1 million annually. FDOT believes the service can be provided for 15,259 hours at a cost of \$947,000.00; the form of the JPA provided by FDOT allows for these FDOT numbers and not the LYNX estimates.

LYNX staff disagrees with the terms of the JPA related to the costs of the feeder service as presented by FDOT and negotiations over those issues continue.

LYNX position is that the service should be evaluated periodically to adjust to operating environment and actual costs can be better determined after service begins. LYNX does not support the FDOT position that hours of service and associated costs shall not exceed their

LYNX Board Agenda

estimates. Accordingly, LYNX is requesting Board authorization only through June, 2014, so that LYNX will be in a better position to estimate the actual use of the bus feeder system so that it can at that time discuss the matter with FDOT and also bring further authorization for continuing the bus feeder service back to the LYNX Board.

FISCAL IMPACT:

LYNX staff included anticipated funding from FDOT in amount of \$467,900 and \$1,139,825 in the FY2014 Amended Operating Budget and FY2015 Preliminary Operating Budget, respectively, to support the SunRail Feeder Service.

Note: This was the first draft furnished by FDOT on February 27, 2014.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

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PUBLIC TRANSPORTATION
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Financial Project Number(s): (item-segment-phase-sequence) 433166-1-84-01	Fund: 010 Function: 683 Federal Number: N/A DUNS Number: 80-939-7102 Agency DUNS Number:	FLAIR Category.: 088774 Object Code: 750012 Org. Code: 55052000531 Vendor No.: F592-982-959-005 CSFA Number: 55.012 CSFA Title:
Contract Number:		
CFDA Number: N/A		
CFDA Title:		

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Central Florida Regional Transportation Authority, d/b/a LYNX 455 North Garland Avenue, Orlando, FL 32801 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before June 30, 2015 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.051

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

to provide State Service Development Grant funding for eligible transit operating assistance for new service and extensions of existing fixed route services to serve as SunRail Feeder bus routes for one year. This agreement may be supplemented, although the project will not be funded for longer than a seven year total period. The Agency must provide service as is described in exhibit A of this agreement.

and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ \$353,918 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$353,918 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews or audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: if the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:
Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Boulevard
Deland, FL 32720
 - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Boulevard
Deland, FL 32720

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In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Boulevard
Deland, FL 32720

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3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:
Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Boulevard
Deland, FL 32720
 - B. The Auditor General's Office at the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405

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4. Copies of reports or the management letter required by Section 7.62 Part-III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:
Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Boulevard
Deland, FL 32720
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Five Public Transportation Office 133 South Semoran Boulevard, Orlando, FL, 32807 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's *Travel Form No. 300-000-01*. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, *et seq.*), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before June 30, 2015 . If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District 5 Director of Transportation Development . Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

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

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

AGENCY

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

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

DEPARTMENT OF TRANSPORTATION

District 5 Director of Transportation Development

TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding
Approval by Comptroller

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

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

PROJECT LOCATION:

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

**John Lewis,
Chief Executive Officer
407-841-2279**

PROJECT DESCRIPTION:

The purpose of this project is to provide State Service Development grant funding for eligible transit operating assistance for extension of fixed route services that will serve as feeder bus service to the SunRail commuter rail service. Feeder bus service will be operated during weekdays and excluding holidays, Monday through Friday during AM and PM peak periods which are generally 6 AM to 9 AM and 3:30 PM to 6:30 PM. This project will be state funded for one year and will be supplemented yearly for six additional years. The Agency will operate the service the first year at a rate of \$58.42 per hour. The Agency will provide service as follows:

- Link 34 will directly serve the Sanford SunRail Station and will be rerouted along South French Ave and State Road 46 between Seminole Centre and Sanford Station and will increase service in the peak period to 30 minutes for a total of 1920 additional hours per year.
- Link 45 will directly serve the Lake Mary SunRail Station, will operate existing route between Seminole Centre and Seminole State College, and will increase peak period service to 30 minutes for a total of 1920 additional hours per year.
- Link 434 (LYNX intends for the supplement to be called Link 505) will directly serve the Longwood SunRail Station and will add 30 minute peak period service on a portion of the route, between South Seminole Community Hospital and approximately the Winter Springs City Hall for a total of 1920 additional hours per year.
- Link 1 will extend from the Webster and Denning transfer center to the Winter Park SunRail Station via Denning, Morse, New York and New England during peak periods for a total of 960 additional hours per year.
- Link 9 will extend from the Webster and Denning transfer center to the Winter Park SunRail Station via Denning, Morse, New York, and New England during peak periods for a total of 960 additional hours per year.

- Link 111 will extend the route (eastbound and westbound trips) to serve the Sand Lake Road SunRail Station via South Orange Avenue and will add 30 minute peak period service for a total of 3621 hours per year.
- Link 11 will extent the route (northbound and southbound trips) from South Orange Avenue to connect to the Sand Lake Road SunRail Station during peak periods for a total of 960 additional hours per year.
- Link 42 will extend the route (eastbound and westbound trips) to connect to the Sand Lake Road SunRail Station via South Orange Avenue during peak periods for a total of 960 additional hours per year.
- Link 18L will be a new limited stop peak period service from the Kissimmee Intermodal terminal to the Sand Lake Road SunRail Station The route alignment will be similar to the Link 18 and will run every 60 minutes for a total of 2880 hours per year.
- Link 46E and Link 46W will eliminate existing service on South French Ave for a total credit of 842 hours of service.

SPECIAL CONSIDERATIONS BY AGENCY:

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

This agreement is contingent on the following items:

1. LYNX signing an Interlocal Agreement with FDOT regarding the Smart Card System as a method of cashless fare collection on the LYNX fixed route services and paratransit services, the FDOT SunRail commuter rail service, and for patron transfer among the Parties transportation systems. Said Interlocal Agreement will address the selling of fare products; collection of fares through the Fare Devices installed on SunRail vehicles, SunRail platforms and at other locations; management of customer accounts; monitoring performance; generating reports, and settling costs and revenue. Said Interlocal Agreement will indicate that FDOT shall be responsible for the operation of the Central System and the Clearinghouse that will recognize revenue when a fare is presented to a Fare Device and transmit the necessary data in order to properly recognize, reconcile and deposit revenue to the appropriate FDOT or LYNX bank accounts. Both LYNX and FDOT shall be responsible for the provision of fare card customer service, including managing card sales and delivery of fare cards for distribution, addressing customer inquiries, account management, hot listing, refunds, credit/debit disputes and other services which may be provided to each Party's individual customers.
2. LYNX's complete and successful installation and implementation of the fare validators on buses that provide feeder service to the SunRail system.

3. LYNX's financial participation in the mutual Clearinghouse service fees in an amount proportional to the usage of smart card/fare products on each of the Parties transit systems as described and agreed to by LYNX in the Interlocal Agreement referred to herein.
4. The unit cost that will be used in this Agreement to determine the amount of State Service Development Grant funding for the SunRail Feeder bus will be the same as that used by LYNX to estimate costs for each of its funding partners (City of Orlando, Osceola County, Orange County and Seminole County). The rate is a net, fully allocated cost to operate fixed route services, which is based on a regional model that is updated annually. However, as far as FDOT's feeder bus service is concerned the following is agreed to:
 - a. The base cost is the hourly rate that is applied to Total Fixed Route Hours (includes revenue hours + report time and deadhead time). So the monthly cost would be the monthly hours operated multiplied by the rate, less offsets for passenger revenue (see #c below).
 - b. LYNX \$2.00 per hour for capital costs (like bus replacement, for instance) does NOT apply to SunRail feeder bus operations since FDOT has previously paid for LYNX' local share of sixteen (16) feeder buses with Transportation Regional Incentive Program (TRIP) funding.
 - c. The monthly cost invoiced to FDOT must include offsetting passenger revenue. As with the local funding partners, when LYNX trues up its costs with its funding partners, it charges the current rate per hour but then credits back an allowance for passenger revenues. In FY 2013, passenger revenue offsets about 41.29% of the \$58.42 hourly cost. However, for SunRail feeder bus operations, LYNX will be retaining revenues for transferring passengers only for one direction of travel (i.e., when riders transfer from LYNX to SunRail), so only half of the ridership revenue in the regional model (in FY 2013 amounts to 20.64% of \$58.42) would offset the hourly cost.
5. Future gross and net costs will be set by that year's current and mutually agreed upon regional model.
6. FDOT will be billed for ACTUAL costs by LYNX. However, FDOT clearly specifies the intended level of service and associated hours as contained in Exhibit B and stipulates that costs will not exceed the estimated costs unless agreed to by both LYNX and FDOT.

**EXHIBIT "B"
PROJECT BUDGET**

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

I.	PROJECT COST Year 1: 6,058.165 hours x \$58.42 rate =	\$353,918
<hr/>		
	TOTAL PROJECT COST:	\$353,918

II. PARTICIPATION:

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

Maximum Department Participation,			
Primary			
(DS) (DDR) (DIM) (PORT) (DPTO) (DIS)	(100%)	or	\$353,918
Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or \$
Local Reimbursable (DL)	(%)	or \$

<hr/>	TOTAL PROJECT COST	\$353,918
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* The Department will fund up to 100% of the net project cost which is the total project cost minus the farebox.

*The Agency will be able to invoice and be reimbursed for up to \$74,285 in monthly operating costs of feeder bus service to coincide with the commencement of SunRail feeder bus service.

FM# 433166-1-84-01	DIS	\$283,000
	DPTO	\$70,918

EXHIBIT "C" **Service Development**

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

This Agreement is in conformance with Chapter 341.051, Florida Statutes.

Special Requirements

The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due to the District Five Public Transportation Office not later than January 20th for the period ending December 31st and July 20th for the period ending June 30th. The first progress Report will be due by June 30th, 2014.

Semi-Annual Reports will include the data as described in Attachment 2 of this Agreement and responses to the survey as described in Attachment 3.

The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data as outlined in Attachment 4.

The Agency will submit a Proposed Time Line (Attachment 5) for Service Development Activities prior to the commencement of the project.

FINAL REPORT

At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

1. An evaluation of the attainment of the goals and objectives.
2. The reasons any of the goals were not met.
3. The benefit accrued by the Agency.
4. A statement of the Agency's intent to continue with the service demonstrated.

EXHIBIT "D"

STATE AGENCY: Florida Department of Transportation

CSFA #: 55.012

TITLE: Public Transit Service Development Program

AMOUNT: \$353,918.00

COMPLIANCE REQUIREMENTS

Allowed Activities:

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

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

Allowed Costs:

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

Improving system operations, including but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to 3 years.

Matching:

FDOT is authorized to fund up to 50 percent of the capital and net operating costs of Transit Service Development Projects that are local in scope and that will improve system efficiencies, ridership, or revenue.

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

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

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

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

ATTACHMENT 2
Extension of Service – SunRail Feeder Bus Services

1. Number of Passengers	Passengers utilizing the service.
2. Vehicle Miles	Total distance traveled by service, including revenue miles and deadhead miles.
3. Revenue Miles	Number of miles of vehicle operation while in active service (available to pick up revenue passengers). This number is smaller than vehicle miles because of the exclusion of deadhead miles such as vehicle miles from the garage to the start of service, vehicle miles from the end of the service to the garage, driver training, and other miscellaneous miles that are not considered to be in direct revenue service.
4. Vehicle Hours	The total hours of operation by revenue service vehicles including hours consumed in passengers and deadhead travel.
5. Revenue Hours	Total hours of operation by revenue service vehicles in active revenue service.
6. Route miles	Mileage that the service operates over the route traveled by vehicles in revenue service.
7. Number of route stops	The number of stops along the route to pick-up/drop-off passengers.
8. Number of Incidents	The number of times the service was stopped due to mechanical failures, traffic accidents, etc.
9. Operating Costs	Total spending on service including administration, maintenance and operation of vehicles.
10. Average Fare	The fare paid by passengers to use the service.
11. Farebox Recovery	Ratio of passenger fare revenue to total operating expenses; an indicator of the share of revenues provided by the passengers.

ATTACHMENT 3
Extension of Service – SunRail Feeder Bus Services

1. Is the service started? If yes, go to question 2.
 - 1a. If not, please explain why?
 - 1b. When is service expected to commence?
2. Assess the service/ project goals and compare with the actual numbers.
3. If the actual numbers are lower than the project goals, what strategies will be implemented to achieve the project goals?
4. What lessons have been learned?
5. Have there been any interruptions in the service?
 - 5a. If yes, please describe.
6. What measures have been taken to reduce and/or eliminate the problem?
7. Have there been any other changes to the service?
 - 7a. If yes, please describe.
8. What are the plans for future service?

ATTACHMENT 4
Extension of Service – SunRail Feeder Bus Services
Progress Report

	Current (Prior to Implementation)	6/30/14	12/31/14	6/30/15	12/31/15	Total	Goal
Number of Passengers							
Vehicle Miles							
Revenue Miles							
Vehicle Hours							
Revenue Hours							
Route Miles							
Number of Route Stops							
Number of Incidents							
Operating Costs							
Average Fare							
Farebox Recovery							

ATTACHMENT 5
Extension of Service – SunRail Feeder Bus Services
Proposed Timeline

Month	Service Initiation	Marketing	Special Events
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			

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

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

PROJECT LOCATION:

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

**John Lewis,
Chief Executive Officer
407-841-2279**

PROJECT DESCRIPTION:

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- Link 11 will extent the route (northbound and southbound trips) from South Orange Avenue to connect to the Sand Lake Road SunRail Station during peak periods for a total of 960 additional hours per year.
- Link 42 will extend the route (eastbound and westbound trips) to connect to the Sand Lake Road SunRail Station via South Orange Avenue during peak periods for a total of 960 additional hours per year.
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2. LYNX's complete and successful installation and implementation of the fare validators on buses that provide feeder service to the SunRail system.

3. LYNX's financial participation in the mutual Clearinghouse service fees in an amount proportional to the usage of smart card/fare products on each of the Parties transit systems as described and agreed to by LYNX in the Interlocal Agreement referred to herein.
4. The unit cost that will be used in this Agreement to determine the amount of State Service Development Grant funding for the SunRail Feeder bus will be the same as that used by LYNX to estimate costs for each of its funding partners (City of Orlando, Osceola County, Orange County and Seminole County). The rate is a net, fully allocated cost to operate fixed route services, which is based on a regional model that is updated annually. However, as far as FDOT's feeder bus service is concerned the following is agreed to:
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 - b. LYNX \$2.00 per hour for capital costs (like bus replacement, for instance) does NOT apply to SunRail feeder bus operations since FDOT has previously paid for LYNX' local share of sixteen (16) feeder buses with Transportation Regional Incentive Program (TRIP) funding.
 - c. The monthly cost invoiced to FDOT must include offsetting passenger revenue. As with the local funding partners, when LYNX trues up its costs with its funding partners, it charges the current rate per hour but then credits back an allowance for passenger revenues. In FY 2013, passenger revenue offsets about 41.29% of the \$58.42 hourly cost. However, for SunRail feeder bus operations, LYNX will be retaining revenues for transferring passengers only for one direction of travel (i.e., when riders transfer from LYNX to SunRail), so only half of the ridership revenue in the regional model (in FY 2013 amounts to 20.64% of \$58.42) would offset the hourly cost.
5. Future gross and net costs will be set by that year's current and mutually agreed upon regional model.
6. FDOT will be billed for ACTUAL costs by LYNX. However, FDOT clearly specifies the intended level of service and associated hours as contained in Exhibit B and stipulates that costs will not exceed the estimated costs unless agreed to by both LYNX and FDOT.

EXHIBIT "B"
PROJECT BUDGET

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

I.	PROJECT COST Year 1: 6,058.165 hours x \$58.42 rate =	\$353,918
<hr/>		
	TOTAL PROJECT COST:	\$353,918

II. PARTICIPATION:

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

Maximum Department Participation,			
Primary			
(DS) (DDR) (DIM) (PORT) (DPTO) (DIS)	(100%)	or	\$353,918
Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or \$
Local Reimbursable (DL)	(%)	or \$

<hr/>	
TOTAL PROJECT COST	\$353,918

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

*The Agency will be able to invoice and be reimbursed for up to \$74,285 in monthly operating costs of feeder bus service to coincide with the commencement of SunRail feeder bus service.

FM# 433166-1-84-01	DIS	\$283,000
	DPTO	\$70,918

EXHIBIT “C” Service Development

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

This Agreement is in conformance with Chapter 341.051, Florida Statutes.

Special Requirements

The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due to the District Five Public Transportation Office not later than January 20th for the period ending December 31st and July 20th for the period ending June 30th. The first progress Report will be due by June 30th, 2014.

Semi-Annual Reports will include the data as described in Attachment 2 of this Agreement and responses to the survey as described in Attachment 3.

The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data as outlined in Attachment 4.

The Agency will submit a Proposed Time Line (Attachment 5) for Service Development Activities prior to the commencement of the project.

FINAL REPORT

At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

1. An evaluation of the attainment of the goals and objectives.
2. The reasons any of the goals were not met.
3. The benefit accrued by the Agency.
4. A statement of the Agency’s intent to continue with the service demonstrated.

EXHIBIT “D”

STATE AGENCY: Florida Department of Transportation

CSFA #: 55.012

TITLE: Public Transit Service Development Program

AMOUNT: \$353,918.00

COMPLIANCE REQUIREMENTS

Allowed Activities:

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

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

Allowed Costs:

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

Improving system operations, including but not limited to, realigning route structures, increasing system average speed, decreasing deadhead mileage, expanding area coverage, and improving schedule adherence, for a period up to 3 years.

Matching:

FDOT is authorized to fund up to 50 percent of the capital and net operating costs of Transit Service Development Projects that are local in scope and that will improve system efficiencies, ridership, or revenue.

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

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

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

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

ATTACHMENT 2
Extension of Service – SunRail Feeder Bus Services

1. Number of Passengers	Passengers utilizing the service.
2. Vehicle Miles	Total distance traveled by service, including revenue miles and deadhead miles.
3. Revenue Miles	Number of miles of vehicle operation while in active service (available to pick up revenue passengers). This number is smaller than vehicle miles because of the exclusion of deadhead miles such as vehicle miles from the garage to the start of service, vehicle miles from the end of the service to the garage, driver training, and other miscellaneous miles that are not considered to be in direct revenue service.
4. Vehicle Hours	The total hours of operation by revenue service vehicles including hours consumed in passengers and deadhead travel.
5. Revenue Hours	Total hours of operation by revenue service vehicles in active revenue service.
6. Route miles	Mileage that the service operates over the route traveled by vehicles in revenue service.
7. Number of route stops	The number of stops along the route to pick-up/drop-off passengers.
8. Number of Incidents	The number of times the service was stopped due to mechanical failures, traffic accidents, etc.
9. Operating Costs	Total spending on service including administration, maintenance and operation of vehicles.
10. Average Fare	The fare paid by passengers to use the service.
11. Farebox Recovery	Ratio of passenger fare revenue to total operating expenses; an indicator of the share of revenues provided by the passengers.

ATTACHMENT 3
Extension of Service – SunRail Feeder Bus Services

1. Is the service started? If yes, go to question 2.
 - 1a. If not, please explain why?
 - 1b. When is service expected to commence?
2. Assess the service/ project goals and compare with the actual numbers.
3. If the actual numbers are lower than the project goals, what strategies will be implemented to achieve the project goals?
4. What lessons have been learned?
5. Have there been any interruptions in the service?
 - 5a. If yes, please describe.
6. What measures have been taken to reduce and/or eliminate the problem?
7. Have there been any other changes to the service?
 - 7a. If yes, please describe.
8. What are the plans for future service?

ATTACHMENT 4
Extension of Service – SunRail Feeder Bus Services
Progress Report

	Current (Prior to Implementation)	6/30/14	12/31/14	6/30/15	12/31/15	Total	Goal
Number of Passengers							
Vehicle Miles							
Revenue Miles							
Vehicle Hours							
Revenue Hours							
Route Miles							
Number of Route Stops							
Number of Incidents							
Operating Costs							
Average Fare							
Farebox Recovery							

ATTACHMENT 5
Extension of Service – SunRail Feeder Bus Services
Proposed Timeline

Month	Service Initiation	Marketing	Special Events
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			