

CENTRAL FLORIDA COMMUTER RAIL COMMISSION

JULY 30, 2020





Central Florida Commuter Rail Commission

Date: July 30, 2020
Time: 10:00 a.m.
Location: LYNX (Zoom Host)
455 N. Garland Ave., 2nd Floor Board Room
Orlando, Florida 32801

PLEASE SILENCE CELL PHONES

- I. Call to Order and Pledge of Allegiance**
 - II. Announcements/ Recognition**
 - A. Chairman Remarks
 - III. Confirmation of Quorum**
 - IV. Approvals**
 - A. May 28, 2020 CFCRC Board Meeting Minutes
 - V. Public Comments**
 - FDOT will read into the record any received prior to the meeting start.
 - Those joining in person will be permitted to approach the podium in the LYNX Board Room.
 - VI. Reports**
 - A. Agency Update –District 5 Secretary – Jared W. Perdue, P.E.
 - B. Agency Update –SunRail Chief Operating Officer – Charles M. Heffinger Jr., P.E.
 - C. Connectivity
 - i. LYNX Update –Tomika Monterville
 - ii. Votran Update –Frank Alvarez
-



Central Florida Commuter Rail Commission

VII. Action Items

- A. Approval to move forward on Escrow Agreement.
- B. Ratification of the Orange County CAC Appointment of Marie Ann Regan

VIII. Other Business

- A. Next Meeting – October 29, 2020 10:00 a.m. MetroPlan Orlando

IX. Adjournment

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Mr. Roger Masten, FDOT/SunRail Title VI Coordinator, 801 SunRail Drive, Sanford, FL 32771, or by phone at 321-257-7161, or by email at roger.masten@dot.state.fl.us at least three business days prior to the event.

PLEDGE OF ALLEGIANCE

(Please Stand)

I pledge allegiance to the Flag of
the United States of America, and
to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.



TITLE VI

This meeting, project, or study is being conducted without regard to race, color, national origin, age, sex, religion, disability or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting:

ROGER MASTEN

SunRail Title VI Coordinator

801 SunRail Drive

Sanford, Florida 32771

Roger.Masten@dot.state.fl.us

JACQUELINE PARAMORE

State Title VI Coordinator

605 Suwannee Street, Mail Station 65

Tallahassee, Florida 32399



SunRail.com

APPROVALS

A. May 28, 2020 Meeting Minutes



PUBLIC COMMENTS





REPORTS

A. AGENCY UPDATE

District 5 Secretary -Jared W. Perdue, P.E.

B. AGENCY UPDATE

Charles M. Heffinger, Jr., P.E.

C. BUS CONNECTIVITY

LYNX – Tomika Monterville

VOTRAN – Frank Alvarez

AGENCY UPDATE

Jared W. Perdue P.E.

Charles M. Heffinger, Jr., P.E.



Customer Advisory Committee (7/2) and Technical Advisory Committee (7/15) meetings were canceled and normal meeting materials posted online.



NEW HEALTH AND SAFETY CAMPAIGN



View new health and safety video: <https://sunrail.com/health-and-safety/>

SETTING A NEW STANDARD



SUNRAIL NEW HEALTH & SAFETY SIGNS





“ RIDER TESTIMONIALS



Every Train. Every Trip. SunRail is committed to providing you with a clean and safe ride. Learn more on how we clean and sanitize our platforms and trains at [SunRail.com](https://www.sunrail.com). #SunRailSafety

5d



6787.rachel Thank you so so very much for the sunrail cleaning team please safe 🙏🙏🙏🙏🙏🙏



5d Reply



ceeceefernandez2323 🌟🌟🌟🌟🌟🌟



4d Reply



ppevendingmachine Thank You @ridesunrail



2d Reply

WORKING HARD TO KEEP YOU SAFE – EVERY TRAIN. EVERY TRIP.

- New health & safety signs including social distancing markers are being placed at **ALL** stations
- Department of Health guidelines to reduce the spread of germs has been installed onboard and at stations
- Ambassadors, crew, security, and cleaning staff are required to wear a mask and practice social distancing
- Riders are encouraged to practice social distancing and wear masks
- Protective film has been placed over station machines and all frequently touched surfaces are disinfected throughout day
- New security presence onboard **ALL** trains to promote social distancing, direct rider flow, and provide additional rider support
- **ALL** trains now have cleaning crews onboard sanitizing frequently touched surfaces while traveling
- **100%** of trains have hand sanitizer dispensers and well-stocked restrooms
- New enter/exit signs and directional floor graphics have been installed on **ALL** trains
- Train interiors are being fogged and decontaminated nightly

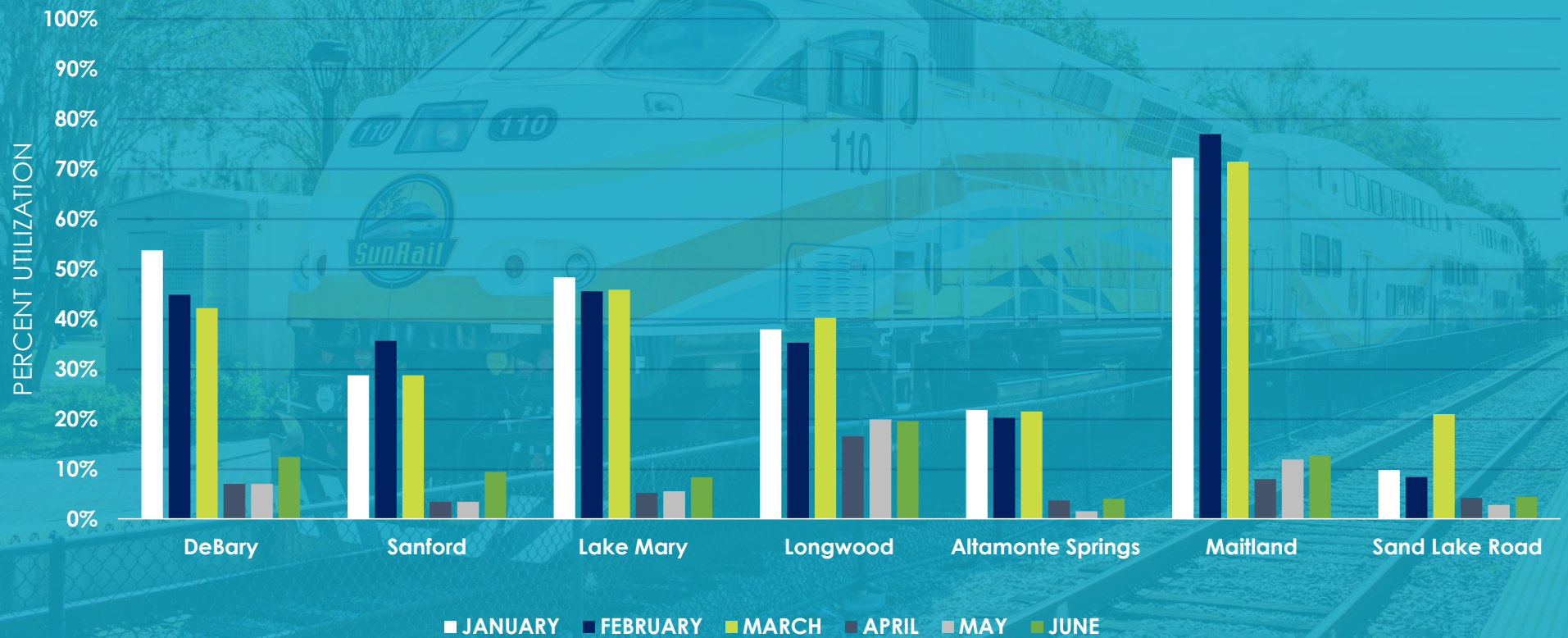
INCREASE IN RIDERSHIP

APRIL - JUNE 2020



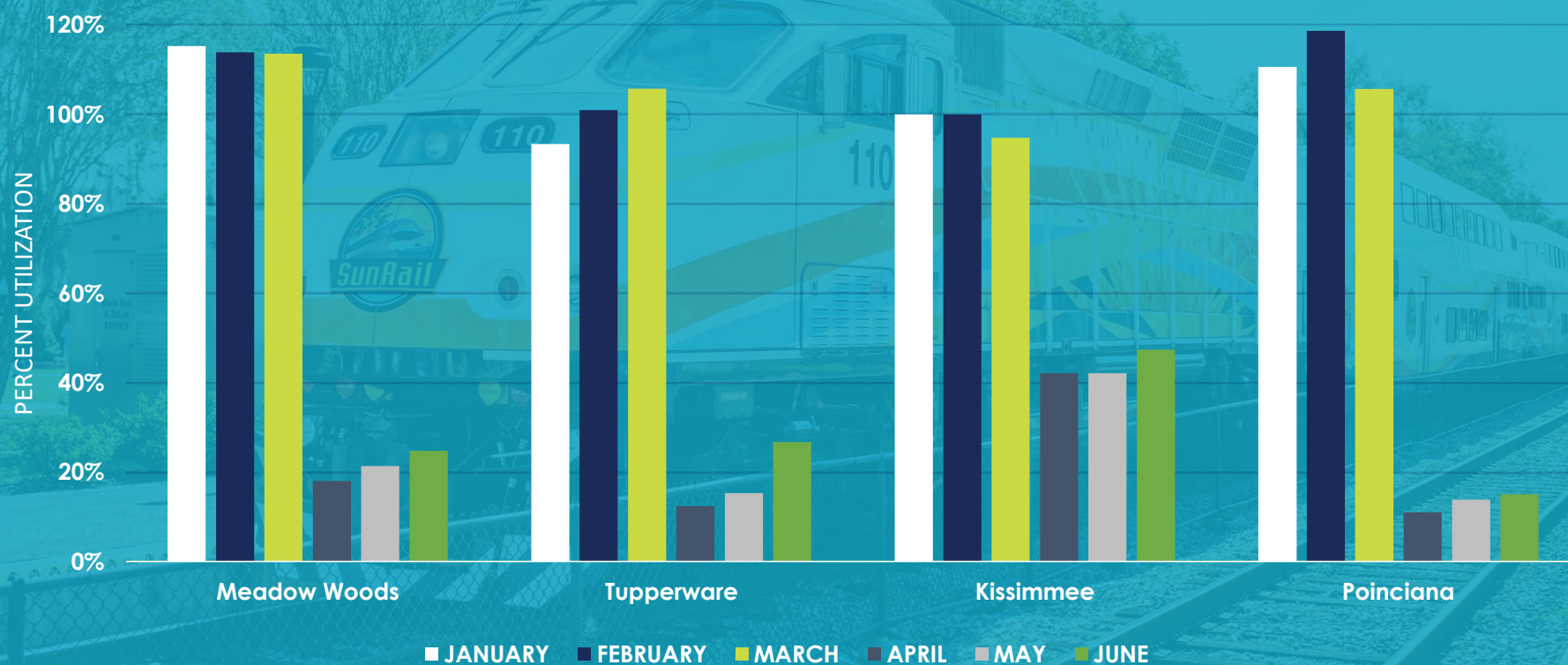
PHASE 1 STATION PARKING

JANUARY – JUNE 2020



SOUTHERN EXPANSION STATION PARKING

JANUARY – JUNE 2020



LOOKING AHEAD



YOUR CAMPUS CONNECTION

STUDENTS & STAFF

Register to ride SunRail for **FREE** during a limited trial period this fall.

[REGISTER HERE](#)

- Building rider confidence
- Historically strong leisure ridership over summer
- New UCF Campus expansion



RIDER CONVENIENCE

Based on CAC comments, rider convenience continues to improve!

- A third passenger car will be added soon to trains with higher ridership
- Two new coach cars will be placed into service late 2020
- Allows room for existing and new riders

DEBARY ENHANCEMENTS

New TVU results are strong!

- Promotes tapping on/off
- TVU use is increasing
- Allows for future growth

Also on the way...

- Refurbishment of DeBary station canopies begins late July



GRANT APPLICATIONS

Phase 2 CFRC capacity improvements to enhance safety and rail capacity.

Consolidated Rail Infrastructure Safety Improvements (CRISI) Program

- FDOT applied with FRA on June 2, 2020
- Announcement of selected projects – expected fall 2020

State of Good Repair

- Same project submitted as CRISI
- Will only accept if CRISI not awarded
- Application materials being prepared for submission by July 27, 2020





SAFETY

New Fencing

- Added an additional 24,661 linear feet of fence to aid in trespass prevention
- Between Sanford and Edgewood

CORRIDOR MAINTENANCE

Remaining repairs between Donegan Ave. and Vine St.

- Removal of deteriorated timber retaining walls and fill gap with ballast
- Headwall timber replacement with precast concrete
- Side slope restoration



QUIET ZONES

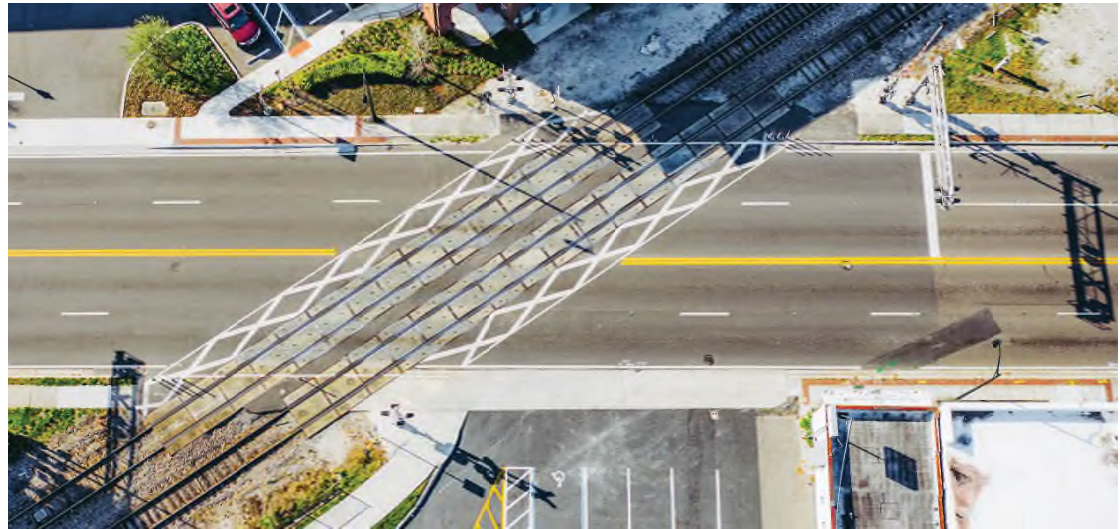
Jurisdiction	Status
Edgewood	Quiet Zone Established
Orange County	Quiet Zone Established
Maitland	Quiet Zone Established
Winter Park	Quiet Zone Established – also working on Orlando Avenue Supplemental Safety Measures (SSM)
Seminole County	Notice of Establishment (NOE) pending civil work in progress – All signal work is 100% complete
City of Orlando	95% complete. City civil work ongoing and signal work to follow – SSM proposed at five additional crossings
City of Kissimmee	NOE pending completion of work on Vine Street – new curbs – Complete within 1 month



Local communities may apply for quiet zones and information is available on the “About” page at SunRail.com

DYNAMIC ENVELOPE

- Supporting S.T.R.I.D.E.
(Statewide Traffic and Railroad Initiative
Using Dynamic Envelopes)
- 42 new crossings recently
completed
- Remaining construction will
be phased along corridor
and scheduled after hours
and weekends
- Public outreach is underway



POSITIVE TRAIN CONTROL

- PTC initiated on entire corridor 1/13/20
- Currently running 100% PTC-enabled SunRail trains daily
- Interoperability testing completed with CSX and currently operating in RSD
- Interoperability testing with Amtrak to start July 2020
- Program implementation expected to be complete by December 2020





TRANSIT-ORIENTED DEVELOPMENT OVERVIEW

July 30, 2020



TOD CONSTRUCTION PROJECTS



TOD Projects completed since 2010

NUMBER OF
PROJECTS

29

CONSTRUCTION
VALUE

\$991
million

Projects currently under construction

NUMBER OF
PROJECTS

12

CONSTRUCTION
VALUE

\$774
million

Projects in Pipeline (announced or under review)

NUMBER OF
PROJECTS

31

CONSTRUCTION
VALUE

\$1,116
million



DEBARY Volusia County



**\$55 million property
with 289 units**

LAKE MARY Seminole County



**\$32 million property
with 200 units**

LONGWOOD Seminole County



**\$30 million property
with 208 units**

MAITLAND Orange County



**\$47 million property
with 5 stories**

CHURCH STREET STATION Orange County



**\$133 million property
with 28 stories**

TUPPERWARE Osceola County



\$365 million in
TOD Projects

POINCIANA Osceola County



82 acres purchased for commercial development & affordable housing

PROPERTY VALUE GROWTH

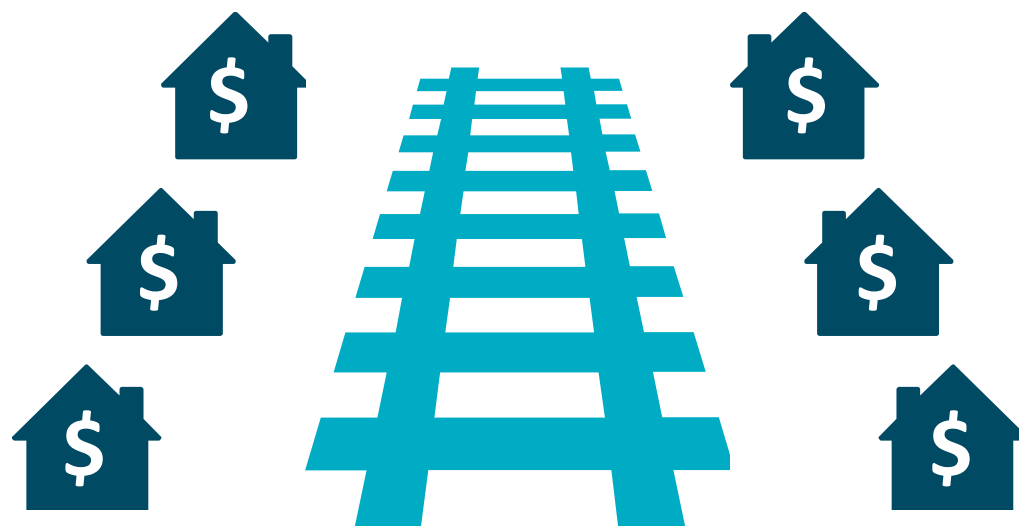


SunRail has been in operation for six years. In that time, the state and federal partners have seen every dollar they invested to build the system return four dollars to the local economy in the form of property value growth.

**SunRail's sixteen station
areas experienced**

\$2.4 BILLION
dollars (or close to 63%)

**in cumulative property
value growth, outpacing their
control areas by 22.9%.**



Five-Year Capital Improvement Program – Summary

Maintenance Program	Five-Year Plan	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Track Facilities & ROW	\$21,702,249	\$8,373,349	\$2,779,619	\$3,566,133	\$3,971,645	\$3,011,503
Bridges, Culverts, & Retaining Walls	\$13,015,004	\$6,244,953	\$3,770,051	\$1,000,000	\$1,000,000	\$1,000,000
Communications Systems	\$3,970,000	\$1,935,000	\$850,000	\$310,000	\$395,000	\$480,000
Rolling Stock Parts Supply	\$5,760,000	\$1,160,000	\$1,360,000	\$1,240,000	\$1,000,000	\$1,000,000
Signal Systems	\$15,333,487	\$10,093,487	\$2,125,000	\$1,296,000	\$930,000	\$889,000
Special Projects	\$21,407,638	\$15,407,638	\$0	\$0	\$6,000,000	\$0
Total CFRC Five-Year Capital Requirements	\$81,188,378	\$43,214,427	\$10,884,670	\$7,412,133	\$13,296,645	\$6,380,503
Funding						
FRE FY 2021 & P1 FFGA	\$22,896,036	\$22,896,036	\$0	\$0	\$0	\$0
FDOT D-5	\$58,292,342	\$20,318,391	\$10,884,670	\$7,412,133	\$13,296,645	\$6,380,503

LYNX CONNECTIVITY

LYNX Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area													
SUNRAIL STATION	Fiscal Year 2019												ANNUAL DAILY AVERAGE
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Sanford	151	336	339	100	302	358	390	412	409	461	374	449	340
Lake Mary	58	15	62	80	74	116	124	117	98	105	116	96	88
Longwood	40	51	73	53	54	90	102	82	72	119	136	68	78
Altamonte Springs	225	195	192	205	240	171	38	230	91	191	166	223	181
Maitland	27	30	29	12	18	18	26	22	28	24	36	12	24
Winter Park	212	273	286	187	206	269	255	316	310	338	501	303	288
AdventHealth	359	399	380	314	327	266	322	326	362	337	448	326	347
LYNX Central Station													-
Church Street Station													-
Orlando Health/Amtrak	27	34	28	35	26	35	27	22	10	17	27	12	25
Sand Lake Road	248	255	209	193	201	62	54	78	86	86	72	134	140
Meadow Woods	130	120	116	120	115	63	107	167	103	80	128	112	113
Tupperware	23	18	9	N/A	N/A	N/A	N/A	N/A	4	40	42	16	22
Kissimmee Intermodal													-
Poinciana	3	6	5	6	N/A	3	1	N/A	N/A	4	4	1	4
Total - All Stations	1,503	1,732	1,728	1,305	1,563	1,451	1,446	1,772	1,573	1,802	2,050	1,752	1,650



LYNX CONNECTIVITY

LYNX Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area									
SUNRAIL STATION	Fiscal Year 2020								ANNUAL DAILY AVERAGE
	Oct	Nov	Dec	Jan	Feb	Mar	Apr*	May	
Days of Operation	23	20	21	21	20	22	22	22	171
Sanford	472	464	429	429	475	424	N/A	278	424
Lake Mary	103	99	96	105	121	92	N/A	38	93
Longwood	80	86	80	87	61	73	12	39	65
Altamonte Springs	207	174	129	90	153	160	N/A	36	136
Maitland	23	22	18	20	21	27	N/A	10	20
Winter Park	414	417	314	368	369	308	47	157	299
Florida Hospital/Health Village	335	220	166	299	361	395	38	164	247
LYNX Central Station									
Church Street Station									
Orlando Health/Amtrak	14	26	15	20	19	13	10	11	16
Sand Lake Road	96	95	76	70	130	103	15	42	78
Meadow Woods	133	127	99	87	142	68	N/A	55	102
Tupperware	17	N/A	N/A	27	29	46	**	N/A	30
Kissimmee Intermodal									
Poinciana	1	N/A	N/A	4	6	6	**	N/A	4
Total - All Stations	1,895	1,730	1,422	1,606	1,887	1,715	122	830	1,515
Percent change from FY 19 to FY 20	26%	-0.1%	-18%	23%	21%	18%	-92%	-53%	4%

N/A – Ridership was not collected due to bus not having Automatic Passenger Counter (APC)

*Due to COVID-19, Orange & Osceola Counties instituted a stay-at-home order on March 26 and bus service was reduced on March 30, 2020. This caused a drop in ridership.

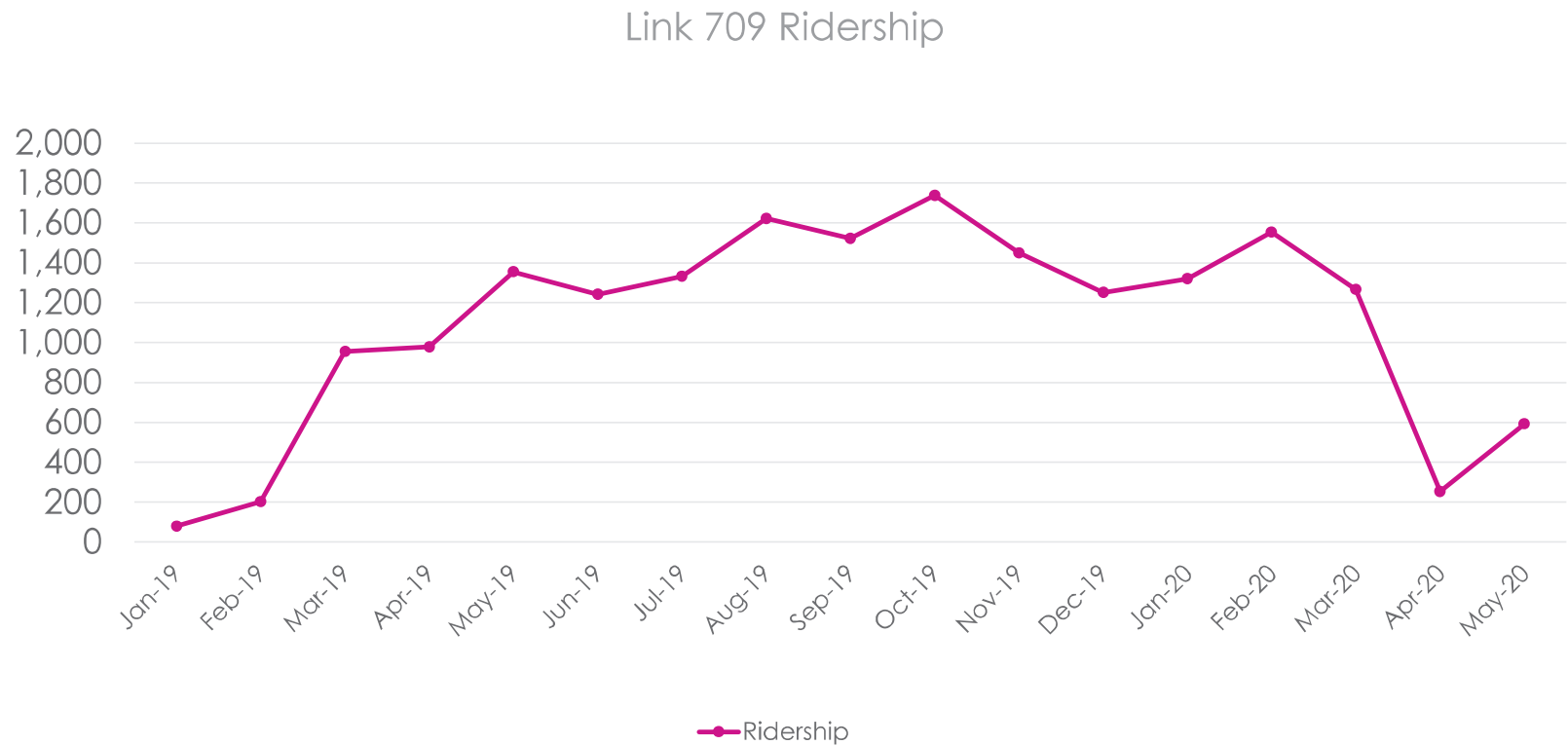
**Bus service was not provided to this station during the reduced schedule that took place on March 30 and ended on May 9, 2020.

LYNX CONNECTIVITY

LYNX Feeder Bus Route Analysis (Phase II Routes)

LINK	May		Change	% Change
	FY19	FY20		
18	27,615	11,288	-16,327	-59%
418	4,859	2,402	-2457	-51%
155	1,063	163	-900	-85%
306	2,498	71	-2427	-97%
604	316	66	-250	-79%
631	668	230	-438	-66%
632	154	146	-8	-5%
709	1,355	592	-763	-56%

LINK 709 - KISSIMMEE CONNECTOR RIDERSHIP



LINK 709 - KISSIMMEE CONNECTOR RIDERSHIP

Month/Year	Ridership (month)	Difference in Ridership	Percent Difference	Total # service days	Avg. # riders per day	Avg. # riders per trip (27 trips)
01/2019	80	-	-	4	20	.7
02/19	202	122	153%	20	10	.4
03/19	955	753	373%	21	45	1.7
04/19	978	23	2%	22	44	1.6
05/19	1,355	377	38.5%	22	62	2.3
6/19	1,241	(114)	-8.41%	20	62	2.3
7/19	1,332	91	7%	22	60	2.2
8/19	1,622	304	21.8%	22	74	3.4
9/19	1,522	100	-6.2%	20	76	2.8
10/19	1,738	216	14.1%	23	75	2.7
11/19	1,450	(288)	-16.6%	20	72	2.7
12/19	1,251	(199)	-13.7%	21	59	2.2
1/20	1,320	69	5.5%	22	60	2.2
2/20	1,554	234	17.7%	20	77	2.8
3/20	1,266	288	-18.7%	22	58	2.1
4/20	253	(1013)	-80%	22	11	.4
5/20	592	339	74.6%	20	29	1.0

Created by LYNX Planning & Development Department

VOTRAN CONNECTIVITY

June 2020

Activity at DeBary Station	Fiscal year 2018												Annual Daily Average
	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	
Days of Operation	22	21	20	22	20	22	21	22	21	21	23	19	254
Avg Daily Ridership	96	76	79	63	62	69	69	67	61	72	79	72	72

Activity at DeBary Station	Fiscal year 2019												Annual Daily Average
	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	
Days of Operation	23	21	20	22	20	21	22	22	20	22	22	19	254
Avg Daily Ridership	98	66	85	89	64	76	66	61	59	57	69	63	71

Activity at DeBary Station	Fiscal year 2020												Annual Daily Average
	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	
Days of Operation	23	20	21	22	20	22	22	20	22				192
Avg Daily Ridership	65	48	74	63	52	44	25	7	42				47

NOTES: Beginning October 2016 driver keys count only boardings and alightings at DeBary Station. Fiscal years 2014, 2015, and 2016 data reported boardings along SunRail Routes.

April and May of 2020 ridership decreased due to COVID-19, May 2020 ridership was not accurately counted due to fare suspension.

Fares resumed June 1, 2020

ACTIONS ITEMS

A. Approval of Escrow
Agreement

B. Orange County CAC
Appointment



BOARD MEMBER COMMENTS



THANK YOU

NEXT MEETING:
Wednesday, October 29 at 10AM



SUPPORTING DATA & CHARTS

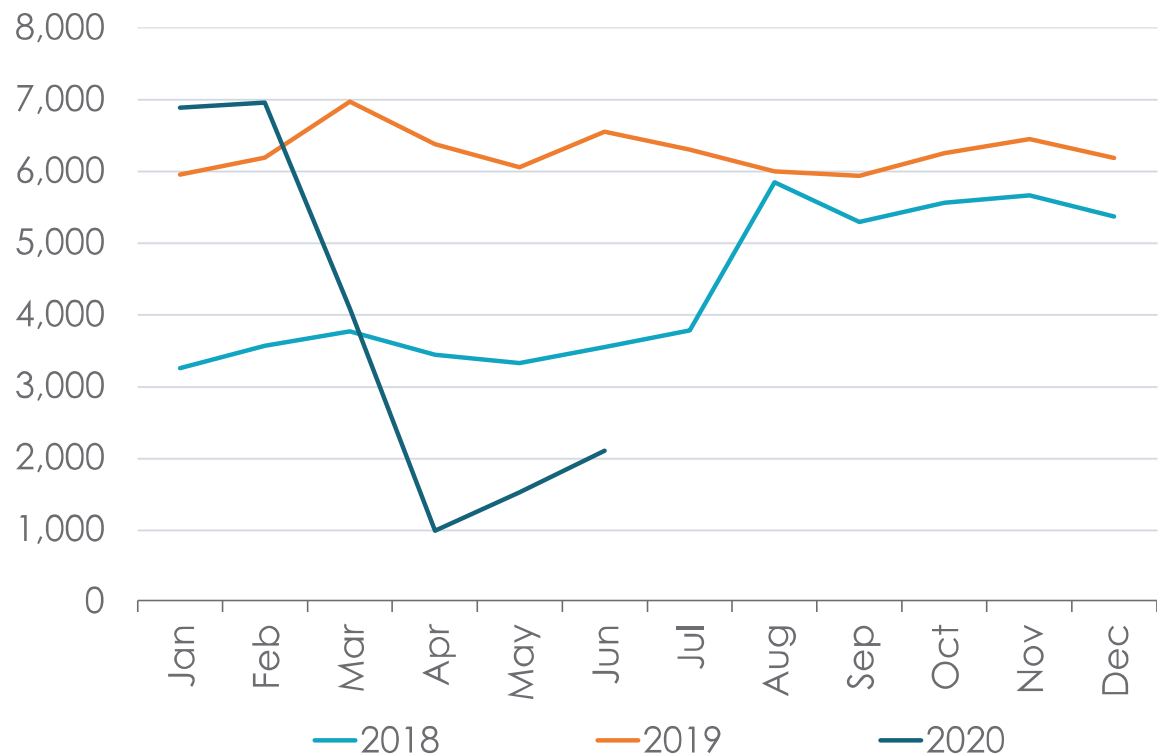


HIGHLIGHTS

- Modified schedule 3/31 – 5/8
- Ridership steadily increasing
- Summer break, Downtown Campus expansion and more coming soon

Average Daily Ridership

Jan - 6,875 | Feb - 6,950 | Mar - 4,075
Apr - 973 | May - 1,510 | Jun - 2,091



Hurricane Dorian interrupted service 9/3 – 9/5/19.

ONBOARD STATS

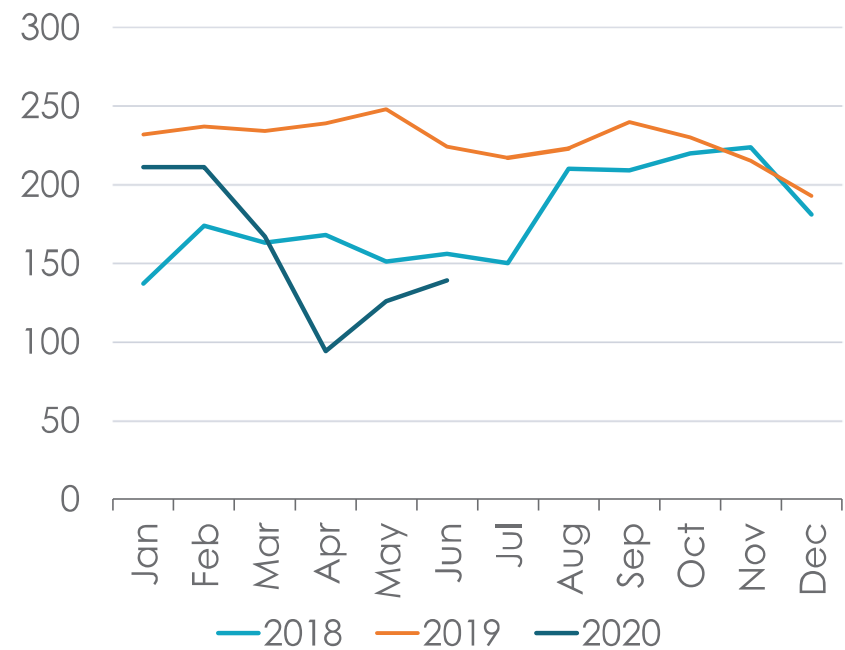
ADA

Jan – Jun Average: 15

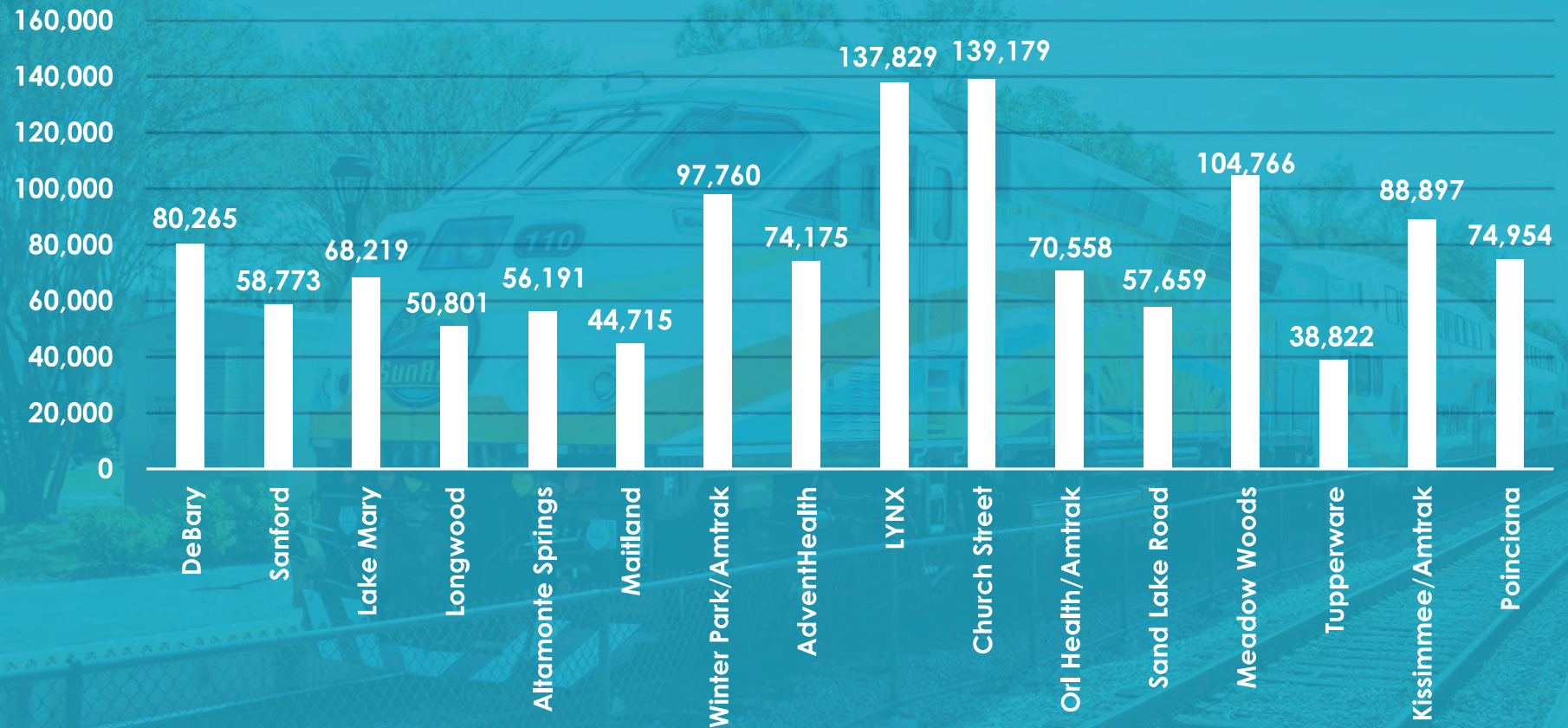


BICYCLE

Jan – Jun Average: 157



BOARDINGS BY STATION



Ridership July 2019 through June 2020

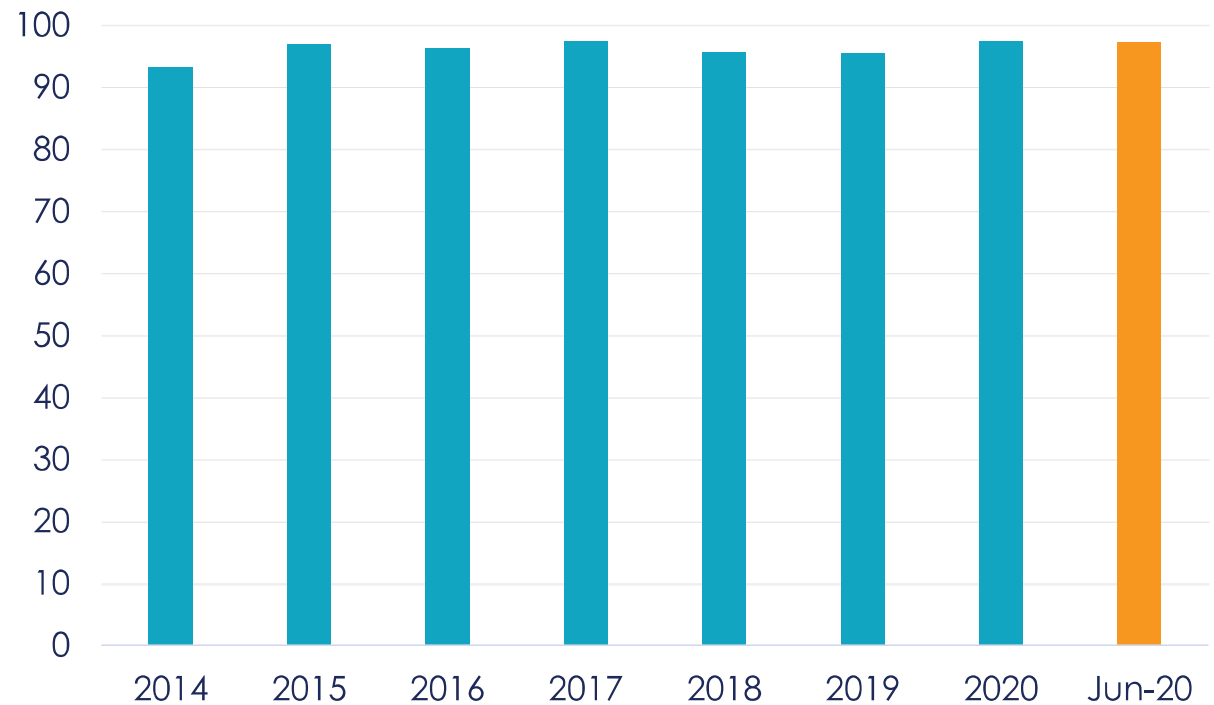
ABOVE AVERAGE

- On-Time 111 Days
- 127 Operating Days
- Ran 4,732 Trains

ON-TIME PERFORMANCE AVERAGE

January 2020 – June 2020

Goal = 95% Actual = 97.3% Contract = 99.5%



From inception and current month.

TRAIN PERFORMANCE DETAIL

JANUARY – JUNE 2020

Train Performance Overview	Trains	Percentage
On-Time	4605	97.3%
Late	89	1.9%
Annulled	38	0.8%
Total Trains Operated	4732	100.0%

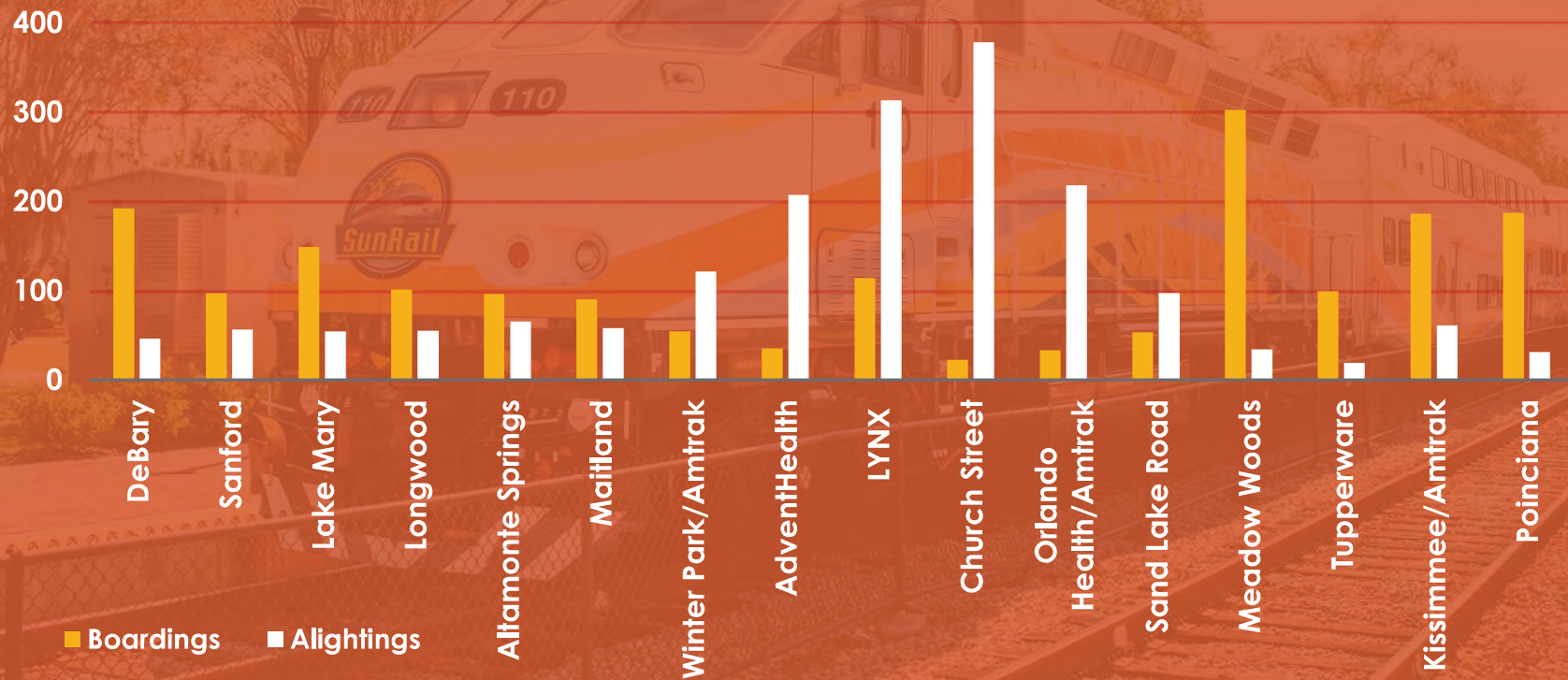
Performance Detail	Days	Trains	Percentage
Communications	1	1	0.0%
Efficiency Testing	1	1	0.0%
Injuries/Illnesses	2	2	0.0%
Maintenance of Way	2	2	0.0%
Mechanical	12	28	0.6%
Other	8	9	0.2%
Passengers	6	6	0.1%
Police Activity	5	12	0.3%
Signals & Components	11	23	0.5%
Train Interference	5	7	0.1%
Trespasser/Grade Crossing/Near Misses	17	36	0.8%
Total (Rounded)		127	2.7%

BOARDINGS & ALIGHTINGS

DAILY AVERAGE

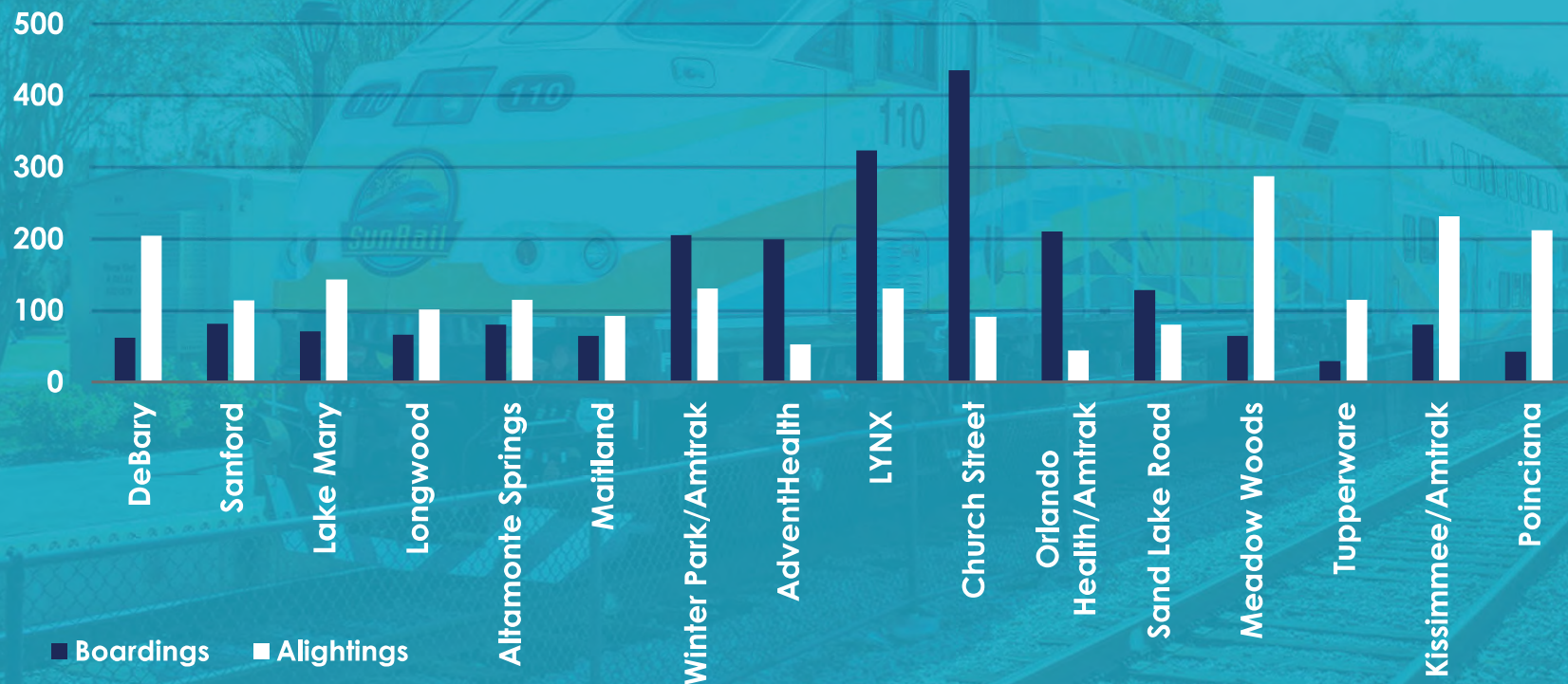
AM PEAK – 5:45 AM – 8:45 AM (NB from Poinciana)

July 1, 2019 – June 30, 2020



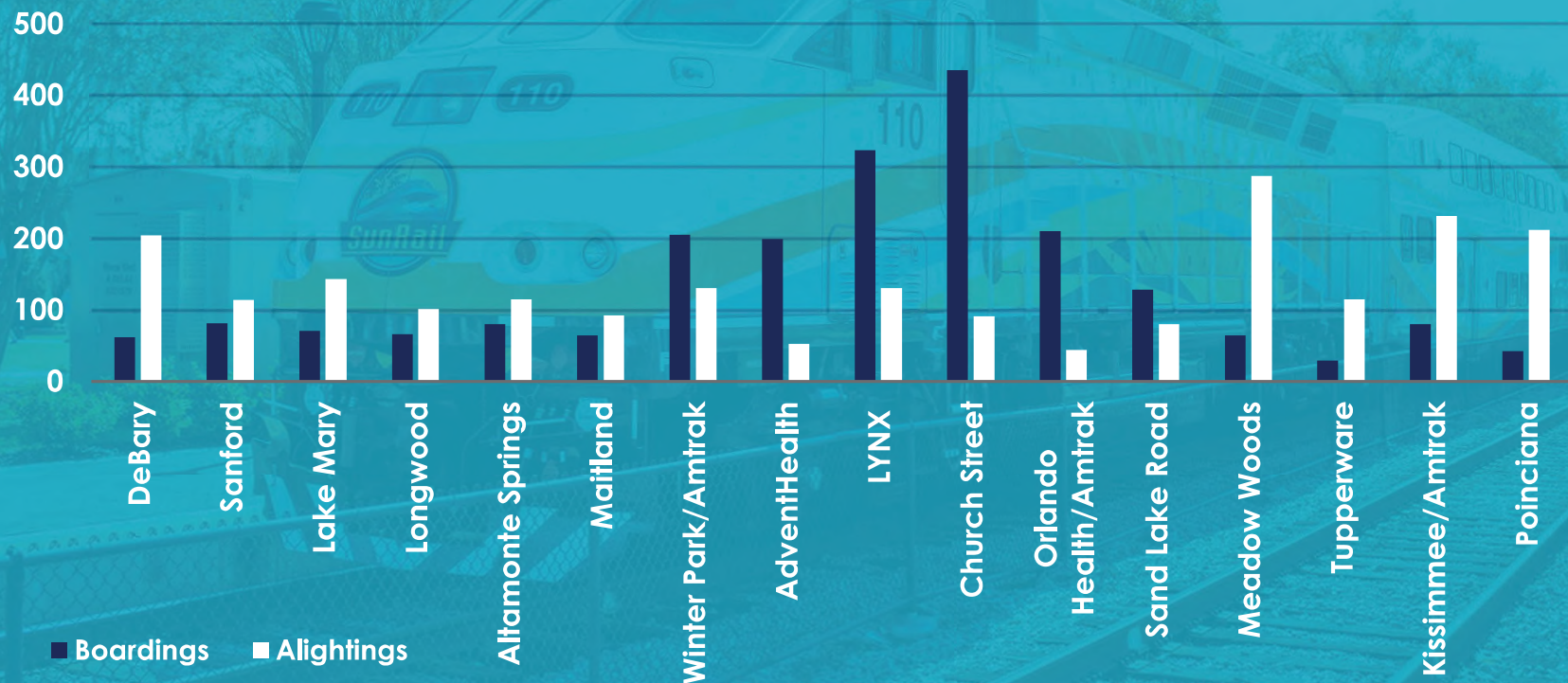
BOARDINGS & ALIGHTINGS

DAILY AVERAGE
PM PEAK – 3:15 PM – 6:25 PM (NB from Poinciana)
July 1, 2019 – June 30, 2020



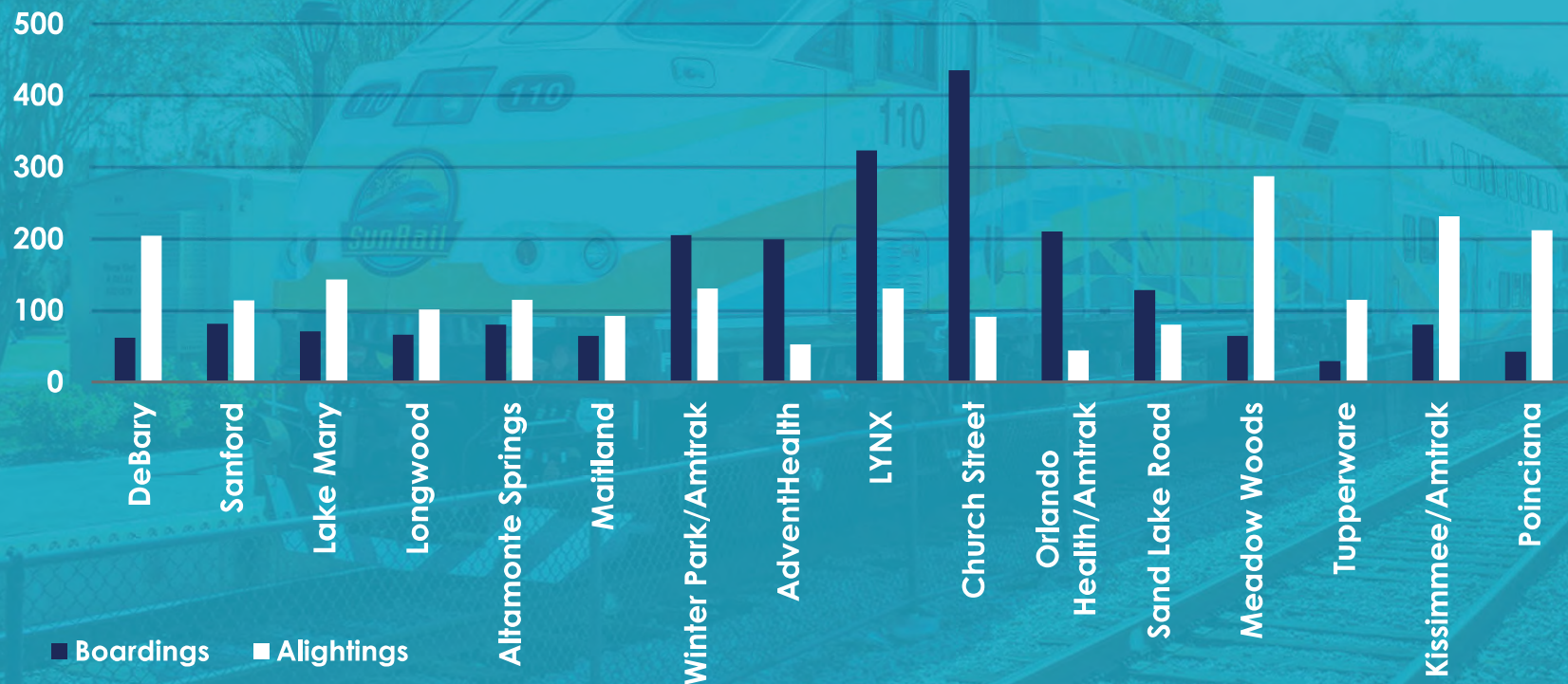
BOARDINGS & ALIGHTINGS

DAILY AVERAGE
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July 1, 2019 – June 30, 2020



BOARDINGS & ALIGHTINGS

DAILY AVERAGE
PM PEAK – 3:15 PM – 6:25 PM (NB from Poinciana)
July 1, 2019 – June 30, 2020

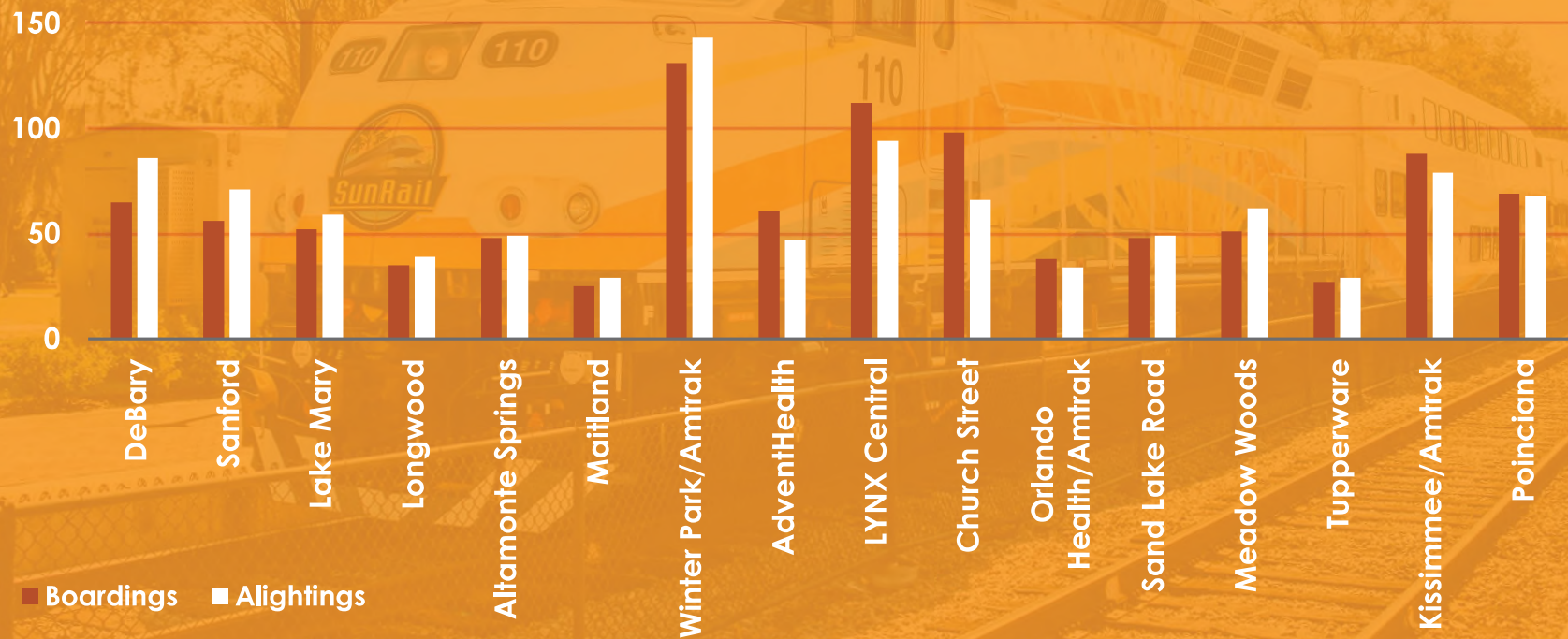


BOARDINGS & ALIGHTINGS

DAILY AVERAGE

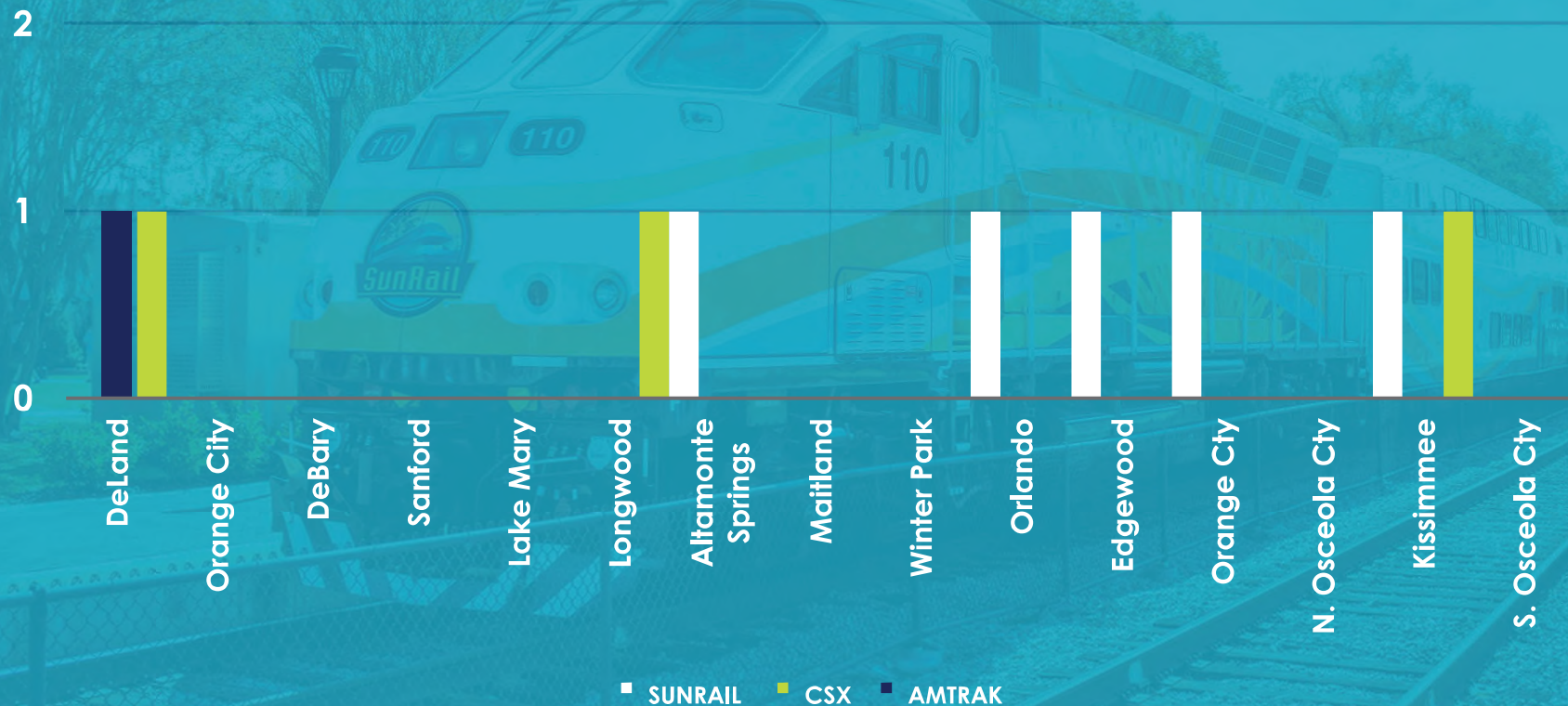
OFF PEAK – 10:45 AM – 2:45 PM; 7:25 PM – 9:55 PM (NB from Poinciana)

July 1, 2019 – June 30, 2020



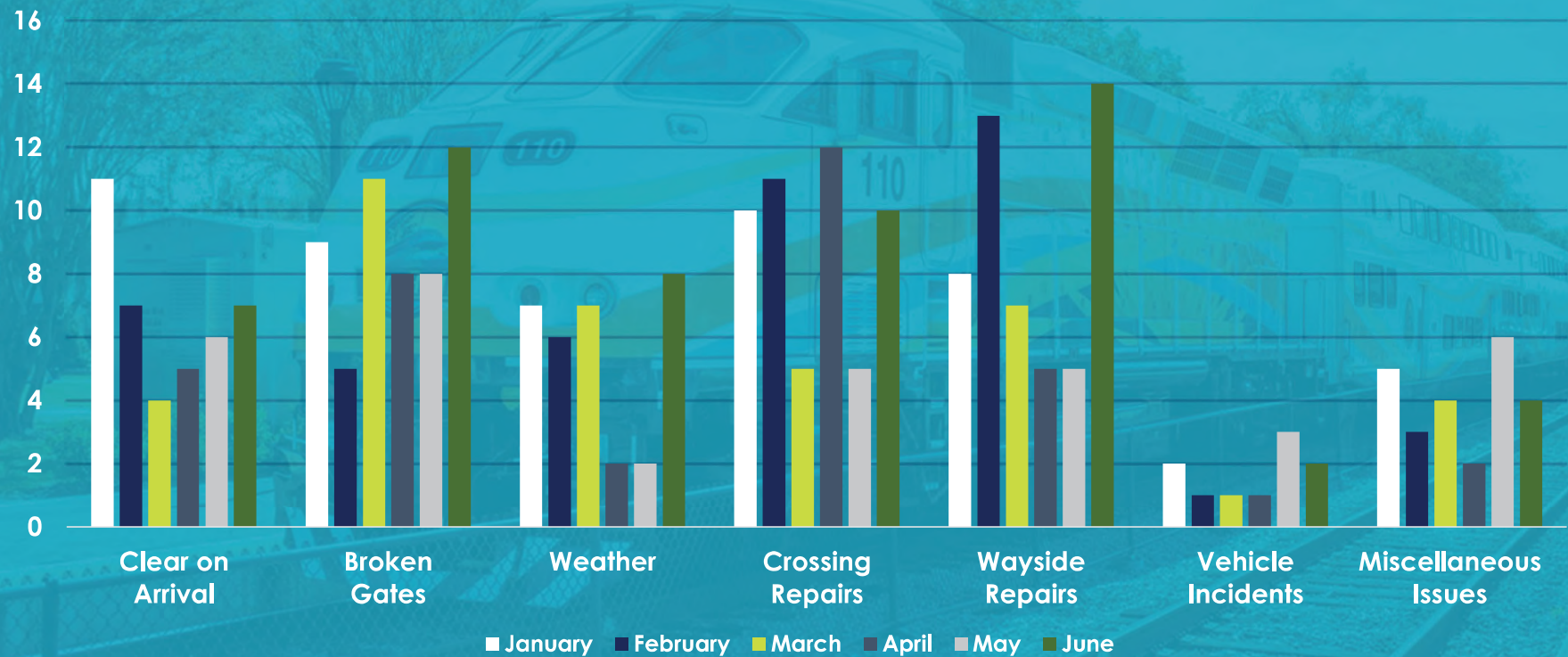
REVENUE INCIDENTS BY CITY/COUNTY

JANUARY – JUNE 2020



CFRC SIGNAL SYSTEM INCIDENTS

JANUARY – JUNE 2020



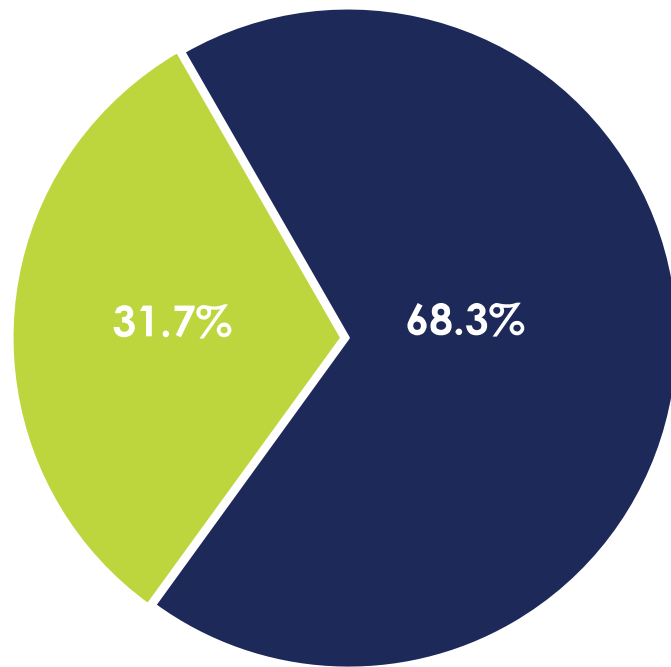
FY19/20 OPERATING BUDGET UPDATE

OPERATING REVENUE	ANNUAL BUDGET	YEAR TO DATE JUNE 30, 2020	
		BUDGET	ACTUAL
Farebox revenue	\$ 3,366,644	\$ 3,366,644	\$ 2,706,932
CSX usage fees	\$ 3,293,401	\$ 3,293,401	\$ 3,513,668
Amtrak usage fees	\$ 1,028,530	\$ 1,028,530	\$ 1,090,766
FCEN usage fees	\$ 25,568	\$ 25,568	\$ 26,764
Right-of-way lease revenue	\$ 120,066	\$ 120,066	\$ 107,979
Ancillary revenue	\$ 336,986	\$ 336,986	\$ 726,870
<i>Subtotal - System revenue</i>	<i>\$ 8,171,195</i>	<i>\$ 8,171,195</i>	<i>\$ 8,172,978</i>
FTA §5307 - Urbanized Area Grant Funds	\$ 10,021,711	\$ 10,021,711	\$ 10,021,711
TOTAL OPERATING REVENUE	\$ 18,192,906	\$ 18,192,906	\$ 18,194,690

FY19/20 OPERATING BUDGET UPDATE

OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	ANNUAL BUDGET	YEAR TO DATE JUNE 30, 2020	
		BUDGET	ACTUAL
Bombardier - Operations	\$ 10,511,193	\$ 10,511,193	\$ 10,432,816
Bombardier - Maintenance	\$ 16,101,451	\$ 16,101,451	\$ 15,615,935
Bombardier - Incentive/Disincentive	\$ 1,330,632	\$ 1,330,632	\$ 1,409,313
Conduent - Back-of-the-House Hosting	\$ 933,325	\$ 933,325	\$ 833,129
Conduent - Fare Equipment Maintenance	\$ 2,214,588	\$ 2,214,588	\$ 3,293,309
Herzog - Signal Maintenance of Way	\$ 3,207,374	\$ 3,207,374	\$ 3,661,842
Green's Energy - Fuel	\$ 1,965,924	\$ 1,965,924	\$ 1,515,107
Gallagher - Insurance	\$ 1,900,000	\$ 1,900,000	\$ 1,982,433
Amtrak - Heavy Vehicle Maintenance	\$ 1,368,067	\$ 1,368,067	\$ 1,057,481
Wells Fargo - Banking Services	\$ 4,906	\$ 4,906	\$ 5,049
Bank of America - Merchant Services (Banking)	\$ 95,408	\$ 95,408	\$ 89,781
MidFlorida - Armored Car Service	\$ 44,280	\$ 44,280	\$ 43,800
AT&T/Verizon - Wi-Fi Service	\$ 34,402	\$ 34,402	\$ 21,890
Fare Media Smart Card	\$ -	\$ -	\$ -
Limited Use Smart Card	\$ 424,620	\$ 424,620	\$ 404,400
Incomm - Card Distribution & Packaging	\$ -	\$ -	\$ -
<i>Subtotal - System operating costs</i>	<i>\$ 40,136,170</i>	<i>\$ 40,136,170</i>	<i>\$ 40,366,285</i>
Feeder Bus Expenses	\$ 1,978,793	\$ 1,978,793	\$ 581,945
Capital Maintenance	\$ 7,188,940	\$ 7,188,940	\$ 6,070,285
Consultant Support	\$ 8,743,211	\$ 8,743,211	\$ 6,351,837
TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	\$ 58,047,114	\$ 58,047,114	\$ 53,370,352

CAPITAL MAINTENANCE



■ Maintenance ■ Improvements

■ Maintenance

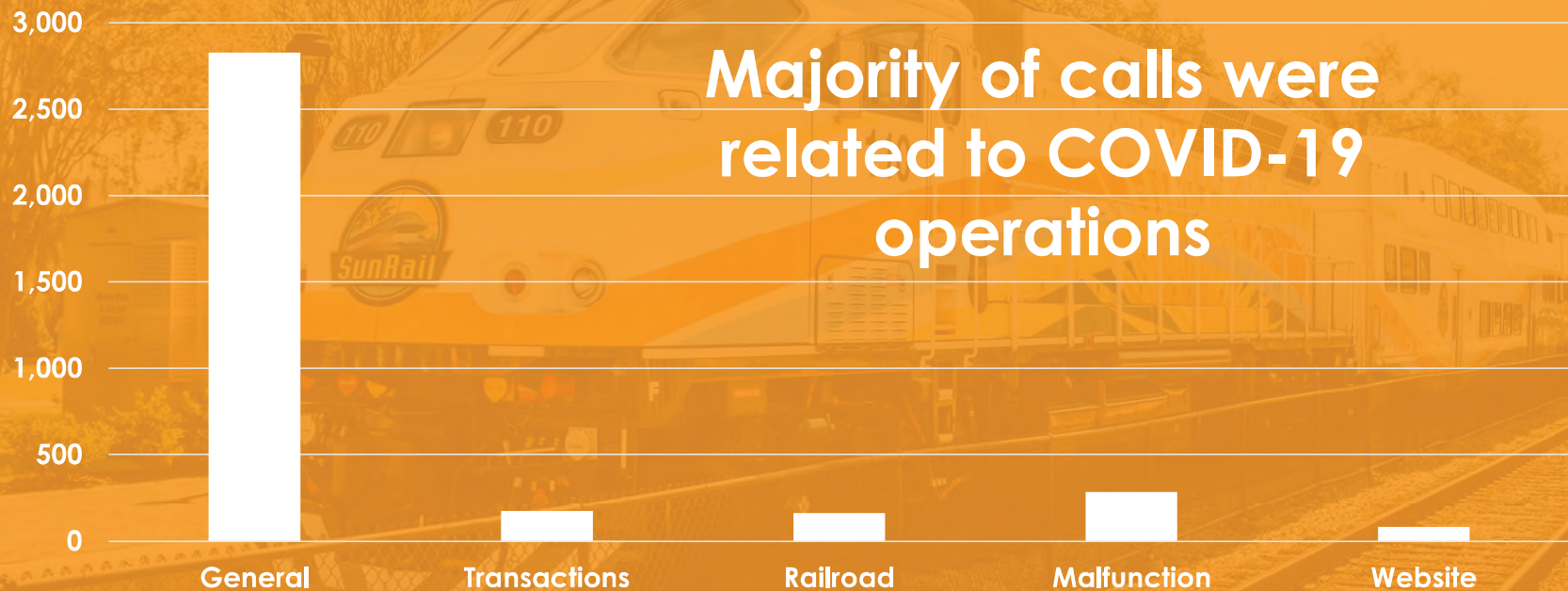
Non-recurring corrective or preventive maintenance or in-kind replacement

■ Improvements

Extend the useful life, increase the value or add new uses

CUSTOMER SERVICE CALLS

APRIL – JUNE 2020



END OF PRESENTATION



Central Florida Commuter Rail Commission Meeting

May 28, 2020

3:00 p.m.

Zoom Webinar hosted by LYNX

455 North Garland Avenue

Orlando, Florida 32801

Attendees: Chair Seminole County Commissioner Bob Dallari, Vice Chair Orange County Mayor Jerry Demings, Secretary Osceola County Commissioner Viviana Janer, Board Member City of Orlando Mayor Buddy Dyer, Board Member Volusia County Councilman Ed Kelley

Minutes

Virtual Meeting was called to order by Chairman Dallari at 3:06 p.m.

- Welcome and thanks to all those listening in.

Pledge of Allegiance and Confirmation of Quorum

Commission Chair's Announcements

Chairman Dallari

- Meeting of the Central Florida Commuter Rail Commission held virtually by means of Communications Media Technology pursuant to the Office of the Governor Executive Order #20-112 that extended Executive Order #20-69, which suspends the in-person quorum and specific public place requirements of "Florida's Government in the Sunshine Laws" and allows for telephonic and video conferencing as provided in Florida Statute. These steps are required to protect the health and safety of the public while still ensuring continuity of Commission business in view of the current Coronavirus (COVID-19) pandemic. The Governors' Executive Order still requires all other elements of Sunshine Laws, which we have adhered to for purposes of today's virtual Board meeting.
- Participants via video and tele-conferencing include the CFCRC Board members and certain staff. A direct video feed has been established in the Lynx Board room should anyone wish to deliver public comments in person, and public comments provided in advance will be read into the record by Florida Department of Transportation (FDOT) staff. Public involvement is further provided by the provision and posting of a conference phone number which allows for any member of the public to listen in audio only mode. The opportunity to provide in person comments is available during the Public Comment portion of the meeting, as well as until the Chairman closes an item for discussion.
- Chairman Dallari extended a congratulations to Mr. Jared Perdue who has been named as the FDOT District 5 Secretary. Looking forward to working with Mr. Perdue and SunRail Staff as well as other transportation duties in Central Florida.
 - Secretary Perdue shared his thanks to Chairman Dallari and exclaimed his excitement in his permanent position. Mr. Perdue is a strong believer in relationships and partnerships and believes there are many opportunities to move Central Florida into the future with its high growth numbers.
 - Secretary Perdue had the privilege to form many strong relationships while serving as Interim Secretary. He believes this is an exciting time not only for SunRail, but many great opportunities for transit as well.
 - Transition discussions have all been positive and the Working Group have been working tirelessly behind the scenes even during Covid-19 pandemic through virtual platforms. Thanks everyone for all the hard work.
- Approval of meeting minutes from January 30, 2020.

Public Comments:

- No Public Comments

7/03/2020

1

- Chief Operating Officer, Charles Heffinger announced a sort of a “positive disturbance” that happened the day prior. A SunRail train struck a vehicle but fortunately the train slowed down to 12 mph and the vehicle was empty.
 - The incident occurred at 1:44 PM and was quickly cleared at 2:03 PM. There were no injuries.
- 2020 Service to Date
 - January and February ridership were up 14 percent.
 - March began with 7000 riders daily, figured to be a record-breaking month.
 - A new TVU was installed at the DeBary station with positive reviews. Happy to listen to the customers comments and meet rider demands.
 - Primary focus shifted to the prevention of the COVID-19 virus spread in the month of March.
 - Ridership in March started off with 7000 riders but declined drastically with the mandated Safer at Home orders.
 - SunRail had to then reduce service with decrease to 1000 riders. April 24th showed lowest ridership with 802 riders.
 - In April Lynx and SunRail together decided to resume full service when the Governor started to open the state. We support his Safe, Smart, Step by Step plan and ridership will start to improve with phase openings.
 - Began to see uptick as Governor’s phased opening proceeds with the latter part of May showing 1803 riders.
 - Received \$29.7 million through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. A portion was used to offset the Fares Revenue shortage and fund operating expenses during the COVID -19 pandemic.
 - Protective film has been placed on all station machines to preserve integrity while they, and other frequently touched areas, are disinfected by Ambassadors on every platform.
 - New Security presence with 9 Officers patrolling the entire corridor. Their presence will be on board trains to promote social distancing, direct passenger flow and provide passive rider support. Security does not have the ability to remove riders from trains. Conductors still have full authority.
 - Floor graphics and doorway signs placed to provide directional markers for riders to move about the trains in a uniform direction to reduce face to face interaction.
 - Additional cleaning crews cleaning frequently touched surfaces.
 - Two hand sanitizer dispensers per train have been installed for rider use.
 - Nightly fogging of train interiors being done by National cleaning response agency called Clean Harbors.
 - Signage outlining the Department of Health guidelines with the prevention of spreading germs have been installed throughout the corridor.
 - SunRail Ambassadors, Conductors, Engineers, Security and Cleaning staff are required to wear a mask and practice social distancing at all times.
 - Proceeding with optimism and vigilance. Riders are encouraged to practice social distancing and wear a mask while on platforms and trains.
 - Conductors have been instructed not to inspect tickets to avoid close contact and practice social distancing.
- Marketing
 - I-4 lane reduction provided opportunity to promote SunRail. 10 billboards in 10 locations were in rotation downtown.
- Customer Service
 - Communication with riders is essential
 - Proactive in addressing customers comments and offering more direct support.
 - New equipment decals give a quick call feature to customer service to report any equipment concerns.
- Train Wraps
 - Two coaches wrapped by Orlando Health. 18 trains waiting to be wrapped with five possibly to be acquired by ORMC.
 - This new advertising opportunity has a two-year commitment.

<ul style="list-style-type: none"> • Corridor Maintenance <ul style="list-style-type: none"> ➢ 7.1 million dollars spent on the Lake Monroe Draw Bridge Capital Expenditures from FY2012 to FY2020. The multiple areas of repair are said to extend the life of the bridge by 30+ years. <ul style="list-style-type: none"> ▪ Note the \$7.1 excluded the installation of a new restroom facility for the bridge tender and the new conduits and cables installed on the bridge for signal control circuits, signal power circuits and bridge control power. ➢ Removal and replacement of the Span took a total of 11 hours. ➢ Proposed Expenditures in the current Five Year Capital Plan (FY2021 to FY2025) = \$2.17 million. • Positive Train Control <ul style="list-style-type: none"> ➢ Initiated on January 13, 2020 and is currently running on 100 percent PTC-enabled trains daily. ➢ Interoperability testing is underway with CSX and Amtrak and scheduled to be completed this Fall. ➢ PTC is an excellent safety feature that will make the corridor safer. Program implementation expected to be complete by December 2020. • Statewide Traffic and Railroad Initiative Using Dynamic Envelopes (STRIDE) <ul style="list-style-type: none"> ➢ Part of Secretary Thibault's initiative to implement dynamic envelopes across the state. ➢ 5 Crossings in Seminole County were used as a test pilot in rural areas to give contractors an idea with what concerns need to be met and better pricing for application of crossings. ➢ The white stripes have been shown to reduce stopping on the tracks by 42 percent. ➢ Enforcement in Orlando during rail week resulted in 45 citations and 13 warnings within a 2-hour time frame. • Quiet Zones <ul style="list-style-type: none"> ➢ Quiet Zones do not necessarily mean a horn will not be blown in designated areas. A horn will sound if a car is on tracks, a person walking or any other interference. • Ridership <ul style="list-style-type: none"> ➢ Fiscal Year ridership started July 1, 2019 and year to date ridership was 1,167,368. ➢ Busiest travel times are 6:00 - 9:00 AM and 3:00 - 6:00 PM. • Service Overview <ul style="list-style-type: none"> ➢ On-Time Performance Actual Average is at 97.3 percent. ➢ On-Time Performance Contractual Average is at 99.6 percent continues to exceed goal expectations. ➢ Church Street and Lynx are number 1 and 2 most traveled stations. Meadow Woods coming up strong along with Kissimmee. • Average Daily Ridership <ul style="list-style-type: none"> ➢ Decrease between February and April with riders starting at 7,000 down to 1,000. ➢ Positive outlook for future riders with UCF/Valencia Downtown Campus expansion. • Operating Budget <ul style="list-style-type: none"> ➢ Fare Box Revenue was up by \$400,000-\$500,000 in January due to increased ridership. ➢ Fare Box Revenue currently down but CSX Usage Fees and Ancillary Revenue are up to help offset the decrease. <ul style="list-style-type: none"> ▪ Mayor Dyer inquired about the CSX Usage Fee increase. ▪ Mayor Dyer would like to make sure there was no rerouting traffic from S line to A line. ▪ Mr. Heffinger will follow up. ➢ Conduent is slightly higher than budgeted due to outstanding invoices paid during this period. • Capital Maintenance <ul style="list-style-type: none"> ➢ Proactive maintenance measures account for 70 percent of work performed as Capital Maintenance Improvements. • Station Parking <ul style="list-style-type: none"> ➢ Currently no parking issues in parking lots. ➢ Kissimmee has highest percentage at 40% capacity for April. • The Chairman complimented Mr. Heffinger on leadership and keeping the Board members involved and well informed. 	
Votran Bus Connectivity: <ul style="list-style-type: none"> • Mr. Frank Alvarez reported January-April's days of operation and ridership numbers. • Mr. Alvarez notated the decrease in ridership is due to COVID-19. 	Presenter: Frank Alvarez
LYNX Bus Connectivity:	Presenter: Tomika Monterville

7/03/2020

- Ms. Monterville notated a ridership reduction similar to both SunRail and Votran having approximately a 30% reduction due to COVID-19 pandemic.
- Instituted similar social distancing practices to include no more than 10 on the busses and a reduced schedule of service early in the pandemic to coincide with the Governors and Counties mandates.
- A full schedule of service has resumed and following CDC guidelines with regular and enhanced cleanings. They are asking workers and the public to wear masks and practice social distancing keeping safety the number 1 priority.
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Agenda Item:

Presenter: Tawny H. Olore

SunRail Transition Consultant Interlocal Agreement and Escrow Agreement

- Transition Consultant Scope of Services
 - The project purpose describes the responsibilities of the Consultant when conducting the data collection and analyst required to develop a Transition Plan for the transfer of ownership and management of SunRail from the FDOT to the CFCRC.
 - Objective of the project is to build upon the SunRail Transition Analysis presented to the Commission and completed in May 2019.
 - Development of a Final SunRail Transition Plan will serve as a blueprint for a smooth transition of the SunRail system from FDOT to CFCRC to satisfy requirements of the Interlocal Operating Agreement.
 - There will be numerous Public involvement meetings for the Transition Consultant to present to the CFCRC, TAC, CAC, Local Funding Partner Commissions and Council, MetroPlan Orlando and Volusia River to Sea TPO.
 - Public involvement task will culminate in a Comments and Coordination Report that will be submitted to the Local Partners.
 - Data collection will include the Transition Consultant to review and assess the following:
 - Previous studies
 - Existing operating contracts in hand
 - Agreements with CSX, CFR, FTA, and any other agreements
 - Staffing and plans in place
 - Summarize information for the local funding partners
 - Financial documentation stats
 - Conduct a field review such as look at tracks, signals, and equipment
 - Analysis and reports will determine the following:
 - Contract compliance
 - Agreements
 - Need for successor agency and staff
 - Existing plans and committees
 - Financial assessment to determine if Phase 2 North should move forward with construction
 - Operational assessment
 - Improvements turned over in state of good repair
 - The purpose of the risk assessment is to manage the schedule and financial risk of the transition. There will be risk assessment workshops early in the project.
 - Develop risk register, risk assessment report, and maintain risk register.
 - Transition plan will incorporate information developed in data collection and analysis.
 - Purpose is to include an implementation schedule
 - Determine next steps for transition
 - Will meet requirements of Section 3.10 of Interlocal Governance Agreement which includes Risk Management and Self-insurance Program
 - Transition plan will be presented to CFCRC, TAC, CAC, Local Funding Partner Commissions/Council, MetroPlan Orlando, and Volusia River to Sea TPO.
 - Transition Consultant Interlocal Agreement models the agreement entered by Seminole County, Orange County, City of Orlando, and Osceola County for SunRail Transition Feasibility Consultant which was entered into late 2017.
 - The purpose is to retain a Consultant to perform the Transition Plan Scope of Services
 - Determined Seminole County will be Lead Agency
 - Steering Group will be formed with one staff member from each Local Funding Partner
 - Interlocal Agreement will require \$220,000 from each Local Funding Partner
 - Transition Consultant Escrow Agreement

7/03/2020

<ul style="list-style-type: none"> ▪ Will be similar to the agreement entered late 2017 ▪ Purpose will be to hold funds for Transition Consultant in Escrow ▪ Seminole County will be the Escrow Agent ▪ Invoices will be reviewed by Steering Group and paid by Seminole County <p>➤ Next Steps</p> <ul style="list-style-type: none"> ▪ A summary of the Transition Scope and presentation to CFCRC with the development of the Interlocal Agreement was made. ▪ Will move forward with putting the plan on the agenda to all Local Funding Partners with the respective Boards approval. ▪ Seminole County will develop a Procurement Package. ▪ With approvals in place, advertisement for procurement will occur in August 2020. ▪ Transition Plan will take approximately 18 months with the expectation for completion in May of 2022. ▪ Once the Transition Plan is complete, it will be presented to all Boards in May/June 2022. ▪ Beyond this schedule is the implementation which will be developed by the Transition Consultant who should be on board by November 2020. <p>➤ Requested Action</p> <ul style="list-style-type: none"> ▪ Approval to move forward with placing Transition Consultant Interlocal Agreement and Escrow Agreement on the agendas of the Local Funding Partner's Board of County/City Commission/Council. <p>➤ Commissioner Janer motioned for approval.</p> <ul style="list-style-type: none"> ▪ In addition, thanked Ms. Olore, and the entire team for all their hard work to present a clear and concise plan. <p>➤ Mayor Dyer second the motion.</p> <ul style="list-style-type: none"> ▪ Mayor Dryer requested confirmation on record that the handoff will extend past the original contemplated date of May 2021. ▪ Ms. Olore confirmed the transition will extend beyond the original date and will work with FDOT including the Working Group to determine a final hand off date. The final date of handoff will be worked together with the Transition Consultant. <p>➤ Vice-Chairman Demings would like confirmation on record that FDOT will continue operations past original hand off date of May 2021.</p> <ul style="list-style-type: none"> ▪ Ms. Olore responded that the handoff will not occur until a date has been determined by the Working Group. There are a number of negotiation issues that are related to information the Transition Consultant will need to contribute to. In the meantime, FDOT has been working collaboratively towards completion of the Scope and schedule implementation. ▪ Secretary Perdue responded, FDOT has been working closely with the Working Group to identify key negotiating issues. In addition, working on a transition schedule and how funding will be handled moving forward. ▪ Secretary Perdue believes we all have a common goal, that of SunRail being successful and having a positive future. ▪ Secretary Perdue assured Vice Chairman Demings and the CFCRC Board of FDOT's commitment to continue to move SunRail forward. <p>➤ Vice Chairman Demings reiterated his request for confirmation on record, FDOT will continue operations through the May 2021 date, as we mutually agree on when the transition date will be.</p> <ul style="list-style-type: none"> ▪ Secretary Purdue confirmed FDOT's commitment to move forward with SunRail. FDOT will revisit some details in original arrangement due to changes and issues to work through. They will reach resolutions in their negotiations and continue to move SunRail forward. <ul style="list-style-type: none"> • Unanimous vote passed motion to move forward with placing Transition Consultant Interlocal Agreement and Escrow Agreement on the agendas of the Local Funding Partner's Board of County/City Commission/Council. 	<div style="display: flex; justify-content: space-between;"> <div> <p>Agenda Item:</p> <p>Letter to Secretary Thibault Concerning Phase 2 North</p> <ul style="list-style-type: none"> • FDOT has secured Federal Funds for Phase 2 North to extend SunRail to DeLand. • The original letter was brought up last meeting and it was decided not to be signed at that time due to additional questions. • The new letter presented has additional language to include \$34M to be held in abeyance until the Transition Consultant can provide an analysis and determine next steps. </div> <div> <p>Presenter: Tawny Olore</p> </div> </div>
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- Chairman Dallari presented the letter to Seminole County Board and their decision was 3-2 not to sign the letter.
- Commissioner Janer made a motion to vote on signing the letter. Motion was passed 4-1 for the Commission to sign the letter addressed to Secretary Thibault.

Committee Comments

- No additional comments from the Board.

Next Meeting: Thursday, July 30, 2020 @ 10:00 AM

MetroPlan Orlando
250 S. Orange Ave., Suite 200
Orlando, Florida 32801

Adjournment: Meeting adjourned at 4:06 p.m.

**SUNRAIL CONSULTANT SERVICES
ESCROW AGREEMENT**

THIS SUNRAIL CONSULTANT SERVICES ESCROW AGREEMENT ("Agreement") is made and entered into as of the date of latest execution ("Effective Date"), by and among the CENTRAL FLORIDA COMMUTER RAIL COMMISSION, a legal entity and public body and unit of local government ("CFCRC"); and the SEMINOLE COUNTY CLERK OF THE CIRCUIT COURT AND COMPTROLLER, in its capacity as Escrow Agent ("Escrow Agent"), with the parties' mailing addresses noted in Section 11, herein.

RECITALS:

WHEREAS, the Florida Department of Transportation ("FDOT") has undertaken the development and implementation of the SunRail Commuter Rail System ("SunRail") running from DeLand in the County of Volusia through Seminole and Orange Counties, the City of Orlando, and to Poinciana in Osceola County; and

WHEREAS, FDOT is the agency responsible for the design, permitting and construction of SunRail, and is currently responsible for its funding, operation, management, and maintenance; and

WHEREAS, CFCRC, which is comprised of a designated representative from Orange County, Osceola County, Seminole County, Volusia County and the City of Orlando (collectively referred to herein as the "Local Government Partners"), was formed for the purpose of acquiring, constructing, operating, and maintaining SunRail; and

WHEREAS, CFCRC will assume responsibility for the funding, operation, management, and maintenance of SunRail in the future; and

WHEREAS, CFCRC desires to retain the services of a consultant with expertise in commuter rail systems to perform a comprehensive analysis for the transition of responsibility from FDOT to CFCRC; and

WHEREAS, the Local Government Partners ("Participating Local Government Partners") have entered into an Interlocal Agreement Regarding Cost Sharing to Obtain Consultant Services ("Interlocal Agreement"), attached hereto as **Exhibit "A"**; and

WHEREAS, the Interlocal Agreement requires the Participating Local Government Partners to deposit funds into an escrow account to be administered by an escrow agent for the purpose of compensating the consultant; and

WHEREAS, Escrow Agent has agreed to serve as said escrow agent in accordance with the terms and conditions of this Agreement; and

WHEREAS, CFCRC desires that Escrow Agent shall hold and release the Escrowed Funds subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto represent, warrant, covenant, and agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent.** CFCRC hereby retains Escrow Agent, at no cost to CFCRC, to serve solely in its capacity as escrow agent with respect to the Escrowed Funds, and Escrow Agent hereby accepts such retention.

3. **Escrowed Funds.** Pursuant to Section 6 of the Interlocal Agreement, the Participating Local Government Partners shall deliver funds in the amount of One Million One Hundred Thousand Dollars (\$1,100,000) (the "Escrowed Funds") to Escrow Agent to retain a commuter rail system consultant ("Consultant"). Within five (5) business days of receipt, Escrow Agent shall place the Escrowed Funds into a separate, restricted, interest-bearing escrow account (the "Escrow Account") to be held, administered, distributed, and released as provided for herein. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice, either in writing or by electronic mail, to each of the Participating Local Government Partners within five (5) business days after receipt of the Escrowed Funds.

4. **Disbursement of Escrowed Funds.** Upon receipt of an invoice from Consultant and approval of payment to Consultant by the Lead Agency's Project Manager, and after seven (7) days' notice to SG, as defined in the Interlocal Agreement, a written draw request to Escrow Agent to pay or reimburse the cost of selecting and compensating the consultant engaged by CFCRC under the Interlocal Agreement will be submitted by the Project Manager. If any of the SG files an objection to a payment request, the SG shall convene within fifteen (15) days and resolve the objection. Within thirty (30) days of receipt of said draw request, Escrow Agent shall disburse funds to the entity so as requested by the Project Manager from the Escrow Account in an amount equal to the sum so approved by the Project Manager.

5. **Escrow Term and Release of Escrowed Funds.** Notwithstanding anything to the contrary, the Escrowed Funds shall be held by Escrow Agent for a period commencing on the Effective Date and expiring no later than three (3) years from that date ("Escrow Term"). The escrow established by this Agreement shall terminate and the balance of the Escrowed Funds, if any, shall be disbursed in equal shares to each of the Participating Local Government Partners (i) within a reasonable period, but in any case no later than 30 days after said Escrow Term, or (ii) within thirty (30) days of Lead Agency notifying Escrow Agent in writing that no further compensation is due to Consultant, whichever comes first. Notwithstanding the foregoing, the Escrow Term shall not apply to any portion of the Escrowed Funds that is subject to any active or pending draw request(s) pursuant to Section 4 above; rather, unused funds subject to any such active or pending draw request(s) shall continue to be held by Lead Agency pursuant to Section 3 of this Agreement and disbursed pursuant to Section 4.

6. **Termination.** This Agreement and the parties' rights and obligations pursuant hereto shall automatically terminate upon the earlier of (i) the disbursement of all of the Escrowed

Funds to Lead Agency pursuant to Section 4 herein, or (ii) the delivery of the balance of the Escrowed Funds to the Participating Local Government Partners pursuant to Section 5 hereof.

7. **Indemnification of Escrow Agent; Sovereign Immunity.** It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. CFCRC agrees to indemnify and hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Agreement, except in the case of gross negligence, willful misconduct, or breach of trust by Escrow Agent. In connection therewith, CFCRC agrees to indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by CFCRC or Escrow Agent of their sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

8. **No Constructive Knowledge.** Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.

9. **Capacity of Escrow Agent.** It is expressly understood and agreed by the parties that the Escrow Agent shall not act under this Agreement in any capacity as Clerk to the Seminole County Board of County Commissioners, but rather in Escrow Agent capacity as in independent constitutional officer.

10. **No Obligation to Overdraw.** Notwithstanding any provision of this Agreement seemingly to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account.

11. **Notices.** All notices, consents, approvals, waivers, and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to the named individuals representing the party to be notified, or (iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

As to CFCRC:

Central Florida Commuter Rail Commission
c/o MetroPlan Orlando
250 S. Orange Avenue #200
Orlando, FL 32801
(407) 481-5672

With copy to: Central Florida Commuter Rail Commission
c/o Seminole County Commissioner Bob Dallari
1101 East First Street
Sanford, FL 32771
(407) 665-7251

As to Escrow Agent: Grant Maloy
Seminole County Clerk of the Circuit Court
and Comptroller
Post Office Box 8080
Sanford, FL 32772-8099
Tel.: (407) 665-4300

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery, or transmission thereof as aforesaid.

12. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Agreement shall lie in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida. Notwithstanding anything contained herein seemingly to the contrary, the parties shall comply with all applicable federal, state, and local laws, rules, and regulations.

13. Entire Agreement, Modification. This Agreement contains the entire understanding and agreement among the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and/or superseded hereby. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Agreement. Neither Escrow Agent nor CFCRC shall be bound by any modification, cancellation, or rescission of this Agreement unless in writing and signed by Escrow Agent and CFCRC.

14. Waiver. The failure of any party to insist in any one or more cases upon the strict performance of any term, covenant, condition, or provision of this Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

15. Telecopy Execution. A facsimile, telecopy, or other reproduction of this Agreement may be executed by the parties (in counterparts or otherwise) and, when so executed, shall be considered valid, binding, and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Agreement, as well as any facsimile, telecopy, or other reproduction.

16. Counterparts. This Agreement may be executed in up to three identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes.

and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

17. Time. Time is of the essence in connection with this Agreement and each provision hereof.

18. Construction. All parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, the fact that one of the parties to this Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

19. Settlement of Dispute. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming CFCRC and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. CFCRC agrees that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to CFCRC or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be executed and delivered by their duly authorized officers on the date(s) noted below.

[SIGNATURE PAGES FOLLOW]

CFCRC:

CENTRAL FLORIDA COMMUTER RAIL
COMMISSION

Bob Dallari, Chairman

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Bob Dallari, as Chairman of the CENTRAL FLORIDA COMMUTER RAIL COMMISSION, a legal entity and public body and unit of local government, who is personally known to me OR has produced _____ as identification and did/did not (circle one) take an oath.



(NOTARY PUBLIC)

Notary Public, State of Florida

Name: _____

Notary Commission No. _____

My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

Print Name: _____

Print Name: _____

ESCROW AGENT:

SEMINOLE COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

Grant Maloy, Seminole County Clerk of the
Circuit Court and Comptroller

Date: _____



EXHIBIT A
INTERLOCAL AGREEMENT
Regarding
COST SHARING TO OBTAIN CONSULTANT SERVICES

This INTERLOCAL AGREEMENT ("Agreement") is made and entered by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("Orange County"), OSCEOLA COUNTY, a charter county and political subdivision of the State of Florida ("Osceola County"), SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida ("Seminole County"), COUNTY OF VOLUSIA, a charter county and political subdivision of the State of Florida ("County of Volusia"), and the CITY OF ORLANDO, a municipal corporation of the State of Florida ("Orlando")(collectively referred to herein as the "parties" or "Local Government Partners").

WITNESSETH:

WHEREAS, the Florida Department of Transportation ("FDOT") has undertaken the development and implementation of the SunRail Commuter Rail System ("SunRail") running from the County of Volusia through Seminole and Orange Counties, the City of Orlando, and to Poinciana in Osceola County; and

WHEREAS, FDOT is the agency responsible for the design, permitting and construction of SunRail, and is currently responsible for its funding, operation, management, and maintenance; and

WHEREAS, the Local Government Partners created the Central Florida Commuter Rail Commission ("CFCRC"), a legal entity and public body and unit of local government, comprised of a designated representative from each local government, for the purpose of acquiring, constructing, operating, and maintaining SunRail; and

WHEREAS, CFCRC will assume responsibility for the funding, operation, management, and maintenance of SunRail in the future; and

WHEREAS, the Local Government Partners desire to retain the services of a consultant with expertise in commuter rail systems to perform a comprehensive analysis for the transition of responsibility from FDOT to CFCRC which will result in a Transition Plan; and

WHEREAS, the consultant's analysis is intended to be limited to the evaluation of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to CFCRC, and is not intended to result in any policy recommendations; and

WHEREAS, the Local Government Partners desire to work together to procure the services of a qualified consultant for such purpose and to share equally in the cost of retaining such a consultant; and

EXHIBIT A

WHEREAS, the parties hereto desire to memorialize their mutual understanding of the terms and conditions of their agreement as set forth herein.

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 hereto mutually undertake, promise, and agree for themselves, their successors and assigns as follows:

1. **Authority.** This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including, but not limited to, Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166, and Section 163.01, Florida Statutes.
2. **Purpose.** This Agreement is intended to provide for the Local Government Partners to share the cost of retaining a commuter rail system consultant to perform a comprehensive analysis and evaluation of the technical, financial, and contractual aspects of transitioning the funding, operation, management, and maintenance of SunRail from FDOT to CFCRC. Such analysis and evaluation shall be performed consistent with the Consultant Services Contract Scope of Services, attached hereto as **Exhibit "1"** ("Scope").
3. **Procurement.** The Local Government Partners agree to procure consultant services through a consortium purchasing process with participation from each of the Local Government Partners. Selection of the consultant shall be based on both qualifications and price. The lead procurement agency of the consortium will be Seminole County ("Lead Agency"). The Lead Agency's procurement policies and procedures shall apply to the procurement of the consultant, and the Lead Agency's staff shall facilitate and administer the procurement process. There shall be a consultant selection committee established as part of the procurement process, which shall consist of one representative from each Local Government Partner. Said committee shall be responsible for ranking and recommending the consultants to the CFCRC. The successful consultant shall be selected by and contract directly with CFCRC.
4. **Management of Consultant.** There shall be a Steering Group ("SG") established, which shall be comprised of representatives from each Local Government Partner. The SG shall work with the consultant throughout the term of the consultant's contract with CFCRC consistent with the terms of the Scope. The SG shall have any authority to make *de minimus* modifications to the Scope before, during, and after the procurement process. Substantive changes to the Scope may only be approved by the CFCRC.
5. **Project Manager.** The Lead Agency shall appoint a Project Manager from its staff, who shall administer the consultant's contract, act as the primary staff contact for the consultant for contract administration, process invoices for payment, and perform any other function related to the consultant's contract administration, or as directed by the SG. The Project

EXHIBIT A

Manager shall at all times communicate with the SG and provide seven (7) days' notice to SG prior to making a disbursement to the Consultant. If an objection to the payment is made by any member of the SG, the SG shall convene within fifteen (15) days to resolve the objection.

6. **Funding.** The Local Government Partners agree to share equally in the cost to retain the commuter rail system consultant. Within 60 days of the Effective Date, as defined herein, each party hereto shall deposit a sum of Two Hundred and Twenty Thousand Dollars (\$220,000.00) into a separate, restricted, interest-bearing escrow account established by the Escrow Agent appointed by CFCRC. CFCRC designated the Seminole County Clerk of the Circuit Court and Comptroller as Escrow Agent responsible for administering said account for the purpose of selecting and compensating the consultant. The sum deposited by each of the Local Government Partners is intended to be a "not-to-exceed" amount. Any consultant services that result in fees that exceed the sum available in the escrow account must be unanimously approved by the Local Government Partners in writing and in advance of the services being performed. The Local Government Partners shall share equally in the payment of those excess fees. In the event the actual sum required to fund the consultant is lower than the sum deposited by the Local Government Partners, any funds remaining in the escrow account after the consultant has been compensated shall be promptly refunded to the Local Government Partners in equal shares.
7. **Effective Date: Term.** This Agreement shall become effective upon full execution by all parties hereto ("Effective Date") and shall continue in full force and effect until the CFCRC accepts the final deliverable set forth in the Scope.
8. **Amendments.** This Agreement may be modified only by written instrument expressly approved by the Local Government Partners and only if properly executed by all parties hereto.
9. **Enforcement.** The parties hereto shall have all legal and equitable remedies provided by Florida law for enforcement hereof.
10. **Validity.** After consulting with their respective legal counsel, each party hereto represents and warrants to the others its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The parties each hereby represent, warrant, and covenant to and with the others (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming due authorization, execution and delivery hereof by the other party hereto).

EXHIBIT A

11. **Governing Law: Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the County in which SunRail's administrative offices are located.
12. **Further Assurances.** The parties agree to perform any further acts and to sign and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.
13. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.
14. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
15. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the parties' sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the parties' potential liability under state or federal law.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the dates indicated below.



[SIGNATURE PAGES FOLLOW]

EXHIBIT A

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry Demings, Orange County Mayor

Date: _____

Attest: Phil Diamond, CPA, Orange County
Comptroller As Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk
Print Name: _____



EXHIBIT A

OSCEOLA COUNTY

By: _____
Chairman Board of County Commissioners

Date: _____

Attest:

Clerk to the Board of
County Commissioners



EXHIBIT A

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



EXHIBIT A

ATTEST:

COUNTY OF VOLUSIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

CITY OF ORLANDO

By: _____
Mayor/Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

Assistant City Attorney

Date: _____



EXHIBIT 1
SCOPE OF SERVICES
FOR
SUNRAIL TRANSITION PLAN

This Scope of Services is an attachment which is incorporated into the agreement between the Central Florida Commuter Rail Commission (hereinafter referred to as the CFCRC) and _____ (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as the SunRail system).

In anticipation of the future transfer of ownership and management of SunRail from the purview of the Florida Department of Transportation (FDOT) to that of the Central Florida Commuter Rail Commission (CFCRC), a Transition Analysis was performed which analyzed the existing financial, operational and contractual aspects of SunRail. This Transitional Analysis will serve as a baseline and framework to develop a final ***Transition Plan*** that will be in place before the ownership transfer takes place.

For this scope of services, the CFCRC has designated representatives from each of the Local Government Partners to work with the CONSULTANT. This Steering Group (SG) shall be the CONSULTANT's main point of contact for the Project.



Table of Contents

1.0 SCOPE OF SERVICES PURPOSE.....	1
2.0 PROJECT DESCRIPTION AND OBJECTIVES.....	1
2.1 PROJECT OBJECTIVES	2
2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK	2
2.2.1 Liaison Office	3
2.2.2 Personnel.....	3
2.2.3 Sub-Consultants	3
2.2.4 Meetings and Presentations	4
2.2.5 Communication.....	4
2.2.6 Quality Control	4
2.2.7 Schedule.....	4
2.2.8 Submittals	4
2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES	5
2.4 CONTRACT MANAGEMENT.....	5
2.5 ADDITIONAL SERVICES	5
2.6 SERVICES TO BE PERFORMED BY THE SG	5
2.7 OPTIONAL SERVICES.....	6
3.0 PUBLIC INVOLVEMENT/MEETINGS/PRESENTATIONS.....	6
3.1 PUBLIC INVOLVEMENT.....	6
3.1.1 Progress Meetings	6
3.1.2 Public Involvement Data Collection	6
3.2 SCHEDULED PUBLIC MEETINGS	6
3.3 COMMENTS AND COORDINATION REPORT	7
3.4 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS	7
4.0 DATA COLLECTION	7
4.1 REVIEW OF PREVIOUS STUDIES.....	7
4.2 EXISTING OPERATIONS CONTRACTS.....	7
4.3 AGREEMENTS	8
4.4 STAFFING.....	9
4.5 PLANS.....	9
4.6 COMMITTEES	9
4.7 FINANCIAL DOCUMENTATION	10
4.8 FIELD REVIEW	10
4.9 EXISTING CONDITIONS REPORT	10
5.0 ANALYSIS AND REPORTS.....	11
5.1 CONTRACT COMPLIANCE	11
5.2 AGREEMENTS	11
5.3 STAFFING PLAN.....	11
5.4 AGENCY	12
5.5 EXISTING PLANS	12
5.6 COMMITTEES	13

5.7 FINANCIAL ASSESSMENT	13
5.8 OPERATIONAL ASSESSMENT	14
5.9 TRANSITION ANALYSIS REPORT	15
6.0 RISK ASSESSMENT	15
7.0 TRANSITION PLAN	15
8.0 METHOD OF COMPENSATION	15



5.7 FINANCIAL ASSESSMENT	13
5.8 OPERATIONAL ASSESSMENT	14
5.9 TRANSITION ANALYSIS REPORT	15
6.0 RISK ASSESSMENT	15
7.0 TRANSITION PLAN	15
8.0 METHOD OF COMPENSATION	15



1.0 SCOPE OF SERVICES PURPOSE

The Scope of Services describes the responsibilities of the CONSULTANT and the SG when conducting the data collection and analysis required to develop a Transition Plan for the transfer of ownership and management of SunRail from the FDOT to the CFCRC.

This contract has an option for services necessary to implement the Transition Plan. The SG will prepare the scope of services for implementation related activities before the Final Transition Plan is completed.

The Scope of Services defines the Project tasks to be performed as specifically prescribed in Sections 2 through 7. The Scope of Services also outlines work activities that shall the responsibility of the CONSULTANT and / or the SG.

The CONSULTANT must demonstrate good project management practices while working on this Project, including effective communication with the SG and others as necessary, effective management of time and resources, and quality of documentation. Throughout the Project, the CONSULTANT shall set up and maintain a contract file which will be available upon request by the SG. The CONSULTANT and any sub-CONSULTANTS are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The SG shall provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The SG's technical reviews shall focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The SG may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

SunRail is currently a 49.2 mile commuter rail system that extends from DeBary in Volusia, County to Poinciana Boulevard in Osceola, County. The system was opened up in two separate phases. The first 32-mile phase extended from DeBary in Volusia County to Sand Lake Road in Orange County and opened May 1, 2014, consisting of 12 stations. The second 17.2-mile phase extended from Sand Lake Road in Orange County to Poinciana in Osceola County and opened July 30, 2018, consisting of 4 stations. The planned last phase, which has not opened, extends the system approximately 12 miles north to DeLand in Volusia County.

At present, FDOT has sole responsibility for the development, design, engineering, construction, reconstruction, installation, procurement, operation and maintenance of the SunRail system. Through a series of agreements, the CFCRC presently acts in an advisory capacity to the FDOT and is comprised of five funding partners – Orange County, Osceola County, Seminole County, Volusia County, and the City of Orlando. In addition, a Technical Advisory Committee (TAC) and a Customer Advisory Committee (CAC) act in an advisory capacity to the CFCRC and FDOT. After transition, the CFCRC will assume all responsibility for the system, except that the FDOT will retain ownership of the Central Florida Rail Corridor (CFRC) and provide an easement to the CFCRC to ensure the ability to continue operations within the SunRail area of operation. Nevertheless, it is anticipated that the FDOT will be a full partner in the transition of the system.

2.1 PROJECT OBJECTIVES

The objective of the Project is to build upon the SunRail Transition Analysis completed in May 2019 and utilize the information contained within the final report to develop a Final SunRail Transition Plan to serve as a blueprint for the smooth transition of the SunRail system from FDOT to the CFCRC.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT shall conduct the appropriate level of analyses related to this scope of work required to develop a Final Transition Plan as stated in the Project Objective.

The CONSULTANT shall maximize the use of existing information available from State, regional, local agencies, private sources, and its own files.

The CONSULTANT shall review the following documents:

- SunRail Transition Analysis – May 9, 2019
- Existing SunRail Operating Agreements, including but not limited to:
 - Bombardier
 - Herzog
 - Conduent
 - Jacobs Engineering
 - Arthur Gallagher
 - DTS
 - Amtrak
 - Wells Fargo
 - Bank of America
 - MidFlorida
 - AT&T/Verizon
 - Green's Fuel
 - WabTech
- Existing Railroad/Bus Agreements, including but not limited to:
 - CSXT
 - Contract of Sale
 - CFOMA (Operating)
 - FCEN
 - Amtrak Operating
 - VoTran
 - LYNX
 - Full Funding Grant Agreements (FFGAs) with FTA
- Interlocal Agreements:
 - Governance
 - Operating
 - Funding
 - Joint Use Agreements
- Existing Operating/Safety Plans, including but not limited to:



- Safety and Security Plans
 - Incidents being tracked
 - Root Cause Analyses performed for incidents and accidents
 - Trespassers
- Emergency Preparedness Plan
- Customer Service Plan
- Fare Policy
- Fare Evasion
- 5-Year Capital Improvement Plan
- Transit Asset Management (TAM) Report
- Financial Plan
- Other Relevant SunRail Documents

2.2.1 Liaison Office

The SG and the CONSULTANT will designate their respective Liaison Offices for this Project.

2.2.2 Personnel

Each of the Local Funding Partners will designate a staff person to serve on the SG to represent the jurisdiction for this Project. The SG shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing and reporting. The SG shall also be responsible for approval of any additional staffing to be provided, including additional consultant staff, and shall give approval of all products and services. The CONSULTANT shall assign a Project Manager who will communicate regularly with the SG regarding development of this Project. Final direction on all matters of this Project remains with the SG.

The CONSULTANT shall maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed by personnel identified in the contract. Any changes in the identified personnel shall be subject to review and approval by the SG. To the extent possible, the CONSULTANT shall minimize the SG's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT shall be responsible for ensuring that staff assigned to work under this Agreement has the training to perform that work.

The CONSULTANT shall request approval from the SG for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

2.2.3 Sub-Consultants

Services assigned to any sub-CONSULTANTS shall be approved in writing and in advance by the SG, Lead Agency (Seminole County), and the CONSULTANT Project Manager in accordance with this Scope of Services. All sub-CONSULTANTS must be technically qualified to perform all work assigned to them. Additional sub-CONSULTANTS with specialized areas of expertise may be required to complete specific assignments. Any sub-CONSULTANTS to be hired and all work assignments to be performed, and all rates of compensation, shall be agreed to by the SG and documented in the contract file prior to any work being performed by the sub-CONSULTANTS.

2.2.4 Meetings and Presentations

Led by the SG, the CONSULTANT shall attend the Notice to Proceed Meeting, where relevant contract and Project information will be provided by the SG.

The CONSULTANT shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with the SG, other consultants, FDOT, or other miscellaneous meetings. It is anticipated that an estimated 24 progress and miscellaneous review meetings will be needed.

The CONSULTANT shall attend meetings or make presentations at the request of the SG with at least five (5) business days' notice. The CONSULTANT shall prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the SG for review. Additional information on meetings and presentations may be found in Section 3 of this Scope of Services.

2.2.5 Communication

The CONSULTANT shall regularly communicate with the SG to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT shall include the SG when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the SG.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project shall be reviewed and approved by the SG. The CONSULTANT shall respond to information requests relative to the Project from third parties at the direction, and with the approval, of the SG.

2.2.6 Quality Control

The SG requires that all Project documents, technical studies, calculations, maps, reports, and the Transition Plan are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT shall be responsible for the quality of all (including the sub-CONSULTANTS) deliverables. The CONSULTANT shall independently and continually review deliverables for accuracy and completeness. The CONSULTANT shall develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

2.2.7 Schedule

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project activity / event schedule to the SG. The schedule must indicate all required submittals, critical path activities, and key Project milestones. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least one week for each draft technical report or memorandum submitted for review.

Periodically throughout the life of the contract, the CONSULTANT shall review the Project schedule to monitor the progress of the Project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review to the SG. Any adjustments or changes to the approved schedule shall be approved by the SG.

2.2.8 Submittals

The CONSULTANT shall compile and transmit draft documents identified in this Scope of Services to the SG for review. For each submittal, the CONSULTANT shall include a Transmittal Cover Letter that

includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the SG.

The SG will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT shall address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. Those documents include, but are not limited to:

- DRAFT/FINAL Comments and Coordination Report
- DRAFT/FINAL Existing Conditions Technical Memorandum
- DRAFT/FINAL Transition Analysis Technical Memorandum
- DRAFT/FINAL Financial Assessment Technical Memorandum
- DRAFT/FINAL Risk Assessment Report
- DRAFT/FINAL Transition Plan
- DRAFT/FINAL Transition Plan Schedule

The CONSULTANT shall submit to the SG final reports and other deliverables identified in this section. The CONSULTANT shall submit to the SG portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Project, the CONSULTANT shall transfer to the SG, in an organized manner, all Project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the Project in an acceptable portable storage drive.

2.3 COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

The CONSULTANT shall coordinate with applicable local, state, and federal agencies to obtain information required to complete this Scope of Services.

2.4 CONTRACT MANAGEMENT

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting Project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports shall be delivered to the SG in a format prescribed by the SG with the corresponding invoice.

The CONSULTANT shall regularly communicate the status of the Project with the SG while managing sub-CONSULTANT efforts and executing sub-CONSULTANT agreements.

2.5 ADDITIONAL SERVICES

The CONSULTANT may be requested to provide additional services as required for the completion of the Final Transition Plan.

2.6 SERVICES TO BE PERFORMED BY THE SG

The SG shall provide the following services and materials:

- Participate in coordination efforts with the FDOT, the public, and other stakeholders, as appropriate;
- Provide Project data currently on file and available such as contracts, agreements, and financial information; and
- Reviews of technical reports and Transition Plan.

2.7 OPTIONAL SERVICES

At the SG'S option, the CONSULTANT may be requested to provide professional services not explicitly outlined in this Exhibit. These services may include, but not limited to, activities associated with the implementation of the Transition Plan not specifically listed in this Scope of Services. The fee for such services shall be negotiated in accordance with the terms detailed in **Exhibit B**, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the Project. A supplemental agreement for the optional services shall be executed.

3.0 PUBLIC INVOLVEMENT/MEETINGS/PRESENTATIONS

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, and government organizations regarding the development of the Project.

The CONSULTANT shall provide the SG with drafts of all public involvement materials associated with the following tasks for review and approval at least 5 business days prior to printing and / or distribution.

3.1 PUBLIC INVOLVEMENT

3.1.1 Progress Meetings

The CONSULTANT shall attend monthly meetings (assume up to 18 meetings) with the SG to discuss Project progress and status, upcoming events and action items. The purpose of these meetings is to maintain consensus of direction and progress with the SG. The CONSULTANT shall also attend meetings with representatives of the Local Funding Partners to obtain information for the Project and to brief representatives of the Local Funding Partners about Project progress. The CONSULTANT should assume up to 20 meetings. The CONSULTANT shall prepare an agenda, handouts, and graphics for the meetings. The CONSULTANT shall prepare meeting summaries and provide to SG for review no later than 5 days after the meetings. The CONSULTANT shall attend the meetings with a suitable number of personnel with appropriate technical expertise (based on Project issues), as authorized by the SG.

3.1.2 Public Involvement Data Collection

The CONSULTANT shall assist the SG with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONSULTANT shall maintain and regularly update both an electronic and paper public involvement Project file, which will document a record of all public involvement activities for this Project.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT shall actively support the SG in conducting various public meetings, which may be conducted after normal working hours.

The CONSULTANT shall support the SG in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- Three (3) Project Kick-off Meeting(s) to CFCRC, TAC, and CAC
- Six (6) Presentations to CFCRC
- Six (6) Presentations to TAC
- Six (6) Presentations to CAC
- Fifteen (15) Presentations to Local Funding Partners Commissions/Council (assume three meetings for each)

- Twelve (12) Presentations to Local MPO's (includes associated technical and citizen committees, as applicable)

For any of the listed meetings, the CONSULTANT shall prepare and/or be responsible for the following:

- Agenda
- Presentation scripts
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Meeting summaries provided to the SG no later than five (5) business days after the meeting
- Preparation of response letters for SG signature on public comments

Any materials prepared by the CONSULTANT for such meetings as listed above shall be subject to review and approval by the SG. The CONSULTANT shall provide the SG with a draft of any proposed materials at least one week prior to the meeting.

The CONSULTANT shall attend the meetings with a suitable number of personnel with appropriate technical expertise (based on Project issues), as authorized by the SG.

3.3 COMMENTS AND COORDINATION REPORT

The CONSULTANT shall prepare a Comments and Coordination Report containing documentation for all public involvement activities conducted throughout the Project.

3.4 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

The SG will identify and list any special or additional public involvement requirements.

- General Public Correspondence
- Frequent Asked Questions (FAQs)
- Miscellaneous meetings

4.0 DATA COLLECTION

CONSULTANT activities relating to conducting data collection shall be done under the direction of the SG. The CONSULTANT shall gather and review existing data from the FDOT and SG, such as contracts, agreements, staffing, plans, committees, and financial information. The CONSULTANT shall collect additional data necessary to supplement existing data. This will include performing an operational field review.

4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall review and summarize previously completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project including, but not limited to, the following:

- SunRail Transition Analysis – May 2019
- Information provided to TAC from FDOT

4.2 EXISTING OPERATIONS CONTRACTS

The CONSULTANT shall conduct an audit and provide a review and summary of the existing SunRail operations contracts for contract compliance and contract novation. Existing information contained in the

SunRail Transition Analysis – May 2019 should be utilized. The contracts to be audited shall include, but not be limited to the following:

- Bombardier
- Herzog
- Conduent
- Jacobs Engineering
- Arthur Gallagher
- DTS
- Amtrak
- Wells Fargo
- Bank of America
- MidFlorida
- AT&T/Verizon
- Green's Fuel
- WabTech

In addition, the CONSULTANT shall work with FDOT to determine if there are any other operational contracts to be assessed.

The results of the audit shall be summarized in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.3 AGREEMENTS

The CONSULTANT shall conduct a review of existing agreements to assess the requirements of the CFCRC and Local Government Partners within the agreements. These shall include the various existing railroad, bus, and agency agreements. Existing information contained in the *SunRail Transition Analysis – May 2019* should be utilized.

Existing agreements to be assessed shall include, but not be limited to, the following:

- Existing Railroad/Bus Agreements
 - CSXT
 - Contract of Sale
 - CFOMA (Operating)
 - FCEN
 - Amtrak Operating
 - VoTran
 - LYNX
- Existing Agency Agreements
 - Full Funding Grant Agreements (FFGAs) with FTA
- Interlocal Agreements
 - Governance
 - Operating
 - Funding
 - Joint Use Agreements

In addition, the CONSULTANT shall work with FDOT to determine if there are any other agreements in place that need to be assessed.

The results of the agreement assessment shall be summarized in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.4 STAFFING

The CONSULTANT shall conduct a review of the existing staffing that is in place for SunRail operations and program management. The staffing assessment shall include FDOT, consultant, and contractor staff required to perform duties related to the operations of SunRail and program management in support of the operations. The roles and responsibilities of the existing staffing shall be assessed and summarized. Existing information contained in the *SunRail Transition Analysis – May 2019* should be utilized as a basis and updated to the current staff in place.

The results of the staffing assessment shall be summarized in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.5 PLANS

The CONSULTANT shall review and summarize the operational plans currently in place. These plans may include, but not be limited to, the following:

- Safety and Security Plans
 - Incidents being tracked
 - Route Cause Analysis being performed for incidents and accidents
 - Trespassers
- Emergency Preparedness Plan
- Customer Services Plan
- Fare Policy
- Fare Evasion
- 5-Year Capital Improvement Plan
- Transit Asset Management (TAM) Report
- Financial Plan
 - Phase 1 and 2
 - FDOT 5 year work program
- Mechanical Services Plan
- Existing Ridership vs forecasts including Phase 2 North

Existing information contained in the *SunRail Transition Analysis – May 2019* should be utilized. The summary of the operational plans shall be included in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.6 COMMITTEES

The CONSULTANT shall conduct an audit of SunRail committees currently in place. This will include the role of the Committee, how often the Committee meets, who staffs the Committees, and the membership of the Committees. Existing SunRail Committees include, but may not be limited to, the following:

- Fire/Life Safety
- Executive Management Organization
- TAC
- Customer Advisory Committee

The CONSULTANT shall work with FDOT to ascertain the existence of any other SunRail Committees. Information on the SunRail Committees shall be documented in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.7 FINANCIAL DOCUMENTATION

The CONSULTANT shall document the financial aspects of the SunRail system. This shall include a review of the following:

- Financial reports from the SunRail back office;
- Budget for SunRail operations including capital maintenance, program management, marketing, consultants, and bus operations;
- Budget for SunRail operations should include positive train control (PTC) and maintenance for Phase 2 North;
- Funding for capital outlay as described in the SunRail Financial Plan;
- Revenue from farebox, CSXT, FCEN, Amtrak, Advertising, FTA 5707 monies, and leases; and
- FDOT 5-year Work Program as it relates to SunRail Funding.

The CONSULTANT shall summarize findings of the financial documentation in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.8 FIELD REVIEW

The CONSULTANT shall conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical constraints, determine state of good repair of the infrastructure, and assess operational issues.

In addition, the CONSULTANT shall conduct a review of the CFRC operating rules, Federal Railroad Administration (FRA) violations, grade crossing assessments, signal assessments, and assessments of the oversight of the SunRail system and CFRC.

The CONSULTANT shall be required to obtain the proper insurance and have staff properly trained to enter the CFRC. Any staff entering the CFRC will be required to coordinate with FDOT. Information related to the permitting process and for obtaining security clearance to the CFRC may be found at the following link: <https://corporate.sunrail.com/doing-business-with-sunrail/corridor-use/>.

The CONSULTANT shall summarize findings of the field review in the Existing Conditions Technical Memorandum as described in Section 4.9.

4.9 EXISTING CONDITIONS REPORT

The CONSULTANT shall prepare a draft and final Existing Conditions Technical Memorandum detailing the documentation of efforts described in Sections 4.2 through 4.8.

The CONSULTANT shall submit a draft of the Existing Conditions Technical Memorandum to the SG for review and comment. The SG will determine if the CONSULTANT will present the information contained within the Existing Conditions Technical Memorandum to the CFCRC, TAC, and CAC.

5.0 ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the analysis and documentation for this Project. The CONSULTANT shall utilize the information obtained in Section 4.0 and analyze the data to determine the means and methods to transition SunRail efficiently and effectively to the CFCRC. The CONSULTANT shall coordinate the findings of this Section with the SG and document those findings in a Transition Analysis Technical Memorandum described in Section 5.9.

5.1 CONTRACT COMPLIANCE

The CONSULTANT shall analyze the contracts described in Section 4.2 to determine any issues, deficiencies, or actions that need to be implemented to facilitate a smooth transition of SunRail to the CFCRC. The contract analysis shall consist of, but not be limited to, the following:

- Determination of contract compliance. Are there any outstanding contract deliveries? Are the requirements of the contracts being met?
- Does the CFCRC have the ability to take over the contracts?
- Are there any issues with CFCRC taking over the contracts?
- Should the CFCRC advertise any contracts prior to transition?
- Should any contracts be bundled?

The results of the contract compliance analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.2 AGREEMENTS

The CONSULTANT shall conduct an analysis of the agreements described in Section 4.3 to determine if the commitments contained within the agreements create any issues or actions that need to be implemented to facilitate a smooth transition of SunRail to the CFCRC. The agreement analysis shall consist of, but will not be limited to, the following:

- Existing Railroad Agreements – Do any of the commitments within the agreements impact the CFCRC or Local Funding Partners? Do any of the commitments within the agreements impede or impact SunRail service?
- Feeder Bus Agreements – The CONSULTANT shall work with LYNX and VoTran to analyze the feeder bus routes to determine if any changes are recommended.
- Phase 1 and Phase 2 South FFGAs – Do any requirements within the FFGAs conflict with requirements within Interlocal Agreements or Local Funding Partners policies or procedures?
- Interlocal Agreements – The CONSULTANT shall analyze the Interlocal Agreements to ensure that commitments made within the agreements are incorporated into the Project. If conflicts exist within the Interlocal Agreements based on results of the work completed under this Scope of Services, these shall be identified to the SG.

The results of the agreement analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.3 STAFFING PLAN

The CONSULTANT shall utilize the information obtained in Section 4.4 and conduct a staffing plan analysis to determine appropriate staffing levels for management, oversight, operations, and program management. The CONSULTANT shall analyze the following:

- Is the existing staff adequate or should additional staff be hired?
- What staff need to be hired that are currently FDOT employees?
- Determine if staff should be employees of the agency or contract employees including the CEO and COO?
- Do the contractors have enough staff to fulfill their contracts?

Once the analysis is complete, the CONSULTANT shall prepare a staffing plan for incorporation into the Transition Analysis Technical Memorandum as described in Section 5.9.

5.4 AGENCY

The CONSULTANT shall do an analysis of what procedures and processes need to be put in place for the SunRail system to transition to CFCRC. Items in the agency analysis should include, but not be limited to:

- Recommendation of how the agency will function? Will the staff be employed by the agency or contract employees?
- What procurement procedures need to be put in place?
- What legal procedures need to be put in place?
- What policies need to be put in place?
- Where will the headquarters of the agency be?
- Recommendation on location of operations and program management staff
- Recommendation on agency startup procedures
- Will any of the recommendations within the agency analysis impact language in the Interlocal Agreements?

The CONSULTANT shall document the results of the agency analysis in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.5 EXISTING PLANS

The CONSULTANT shall conduct an analysis of the SunRail plans as described in Section 4.5 to determine the adequacy and compliance of the plans. The analysis shall include, but not be limited to the following:

- Safety Audit
 - Assessment of incidents and accidents and frequent trespassers
 - Operational improvements put in place as a result of incidents, accidents and trespassers
 - Encroachment locations
- Fare Policy
 - Review, audit and recommended changes
- Fare Evasion
 - Procedures in place?
 - System working to implement fare evasion procedures? (Conduent Handheld devices)
- Five – Year Capital Improvement Plan
 - Roadmap for transition
 - Vehicle Overhauls
 - Ticketing system upgrades

- Parking lot expansions
 - Bridge maintenance
 - Grade Crossings
- Transit Asset Management (TAM) Plan

As part of the analysis, the CONSULTANT shall make recommendations on whether additional plans need to be put in place as the system transfers to the CFCRC.

The results of the plan analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.6 COMMITTEES

The CONSULTANT shall utilize the information determined in Section 4.6 to conduct an analysis of the current SunRail Committees. These Committees include, but are not limited to:

- Fire/Life Safety
- Executive Management Organization
- TAC
- Customer Advisory Committee

The analysis shall consist of determining whether the function of the Committees should be transitioned to the CFCRC or discontinued. In addition, recommendations on whether procedural policies similar to LYNX Committees should be developed.

As part of the analysis, the CONSULTANT shall make recommendations on whether additional Committees need to be put in place as the system transfers to the CFCRC.

The results of the Committee analysis shall be documented in the Transition Analysis Technical Memorandum as described in Section 5.9.

5.7 FINANCIAL ASSESSMENT

The CONSULTANT shall analyze financial documentation for the SunRail system as described in Section 4.7. The purpose of the financial analysis is to gain a complete understanding of all financial aspects of the SunRail system, including operations, program management, insurance, capital maintenance, and staffing, revenue received by FDOT, and reporting to the federal government. This analysis shall include, but not be limited to the following:

- Procedures for obtaining revenue including:
 - CSXT
 - FCEN
 - Farebox
 - Advertising
 - Lease
 - Amtrak
- Complete understanding and documentation of farebox system including:
 - How the system functions

- Outstanding contract items
- System Reports
- Trip Tracking
- Collecting cash
- True up with LYNX and VoTran
- Analyze and develop a five-year budget to include the following components:
 - Operations and Maintenance
 - Capital Maintenance
 - Insurance
- Methodology and procedure for assessing Local Operating Support including operations, capital, and insurance
- Understanding National Transit Database (NTD) reporting
- Assessment of operational costs for the implementation of SunRail Phase 2 North
- Assessment of costs for PTC

The results of the financial assessment shall be documented in a Financial Assessment Technical Memorandum by the CONSULTANT. The CONSULTANT shall prepare the Technical Memorandum for review and comment by the SG and representatives of Local Funding Partner's Office of Management and Budget (OMB). The Financial Assessment Technical Memorandum shall include recommendations to the CFCRC on transitioning the financial system, any policies or procedures to be developed, and any outstanding items to be finalized prior to the transition. Upon request, the CONSULTANT shall present the information contained within the Financial Assessment Technical Memorandum to the CFCRC, TAC, and CAC.

5.8 OPERATIONAL ASSESSMENT

The CONSULTANT shall utilize the information obtained in Section 4.8 and prepare an operational assessment of the SunRail system and CFRC. The operation assessment shall include, but not be limited to the following:

- Assessment of state of good repair
 - Track
 - Signals
 - Equipment
 - Dispatch System
 - Communications System
 - Platforms
 - Grade Crossings
- Operating Rules review and assessment
- Operational issues with FRA
- Outstanding FFGA items

The results of the operational assessment shall be documented by the CONSULTANT in the Transition Analysis Technical Memorandum as described in Section 5.9. The CONSULTANT shall provide recommendations of capital projects that may need to be implemented prior to transition.

5.9 TRANSITION ANALYSIS REPORT

The CONSULTANT shall prepare a draft and final Transition Analysis Technical Memorandum detailing the documentation of efforts described in Sections 5.2 through 5.8.

The CONSULTANT shall submit a draft of the Transition Analysis Technical Memorandum to the SG for review and comment. The SG will determine if the CONSULTANT will present the information contained within the Transition Analysis Technical Memorandum to the CFCRC, TAC, and CAC.

6.0 RISK ASSESSMENT

The CONSULTANT shall perform a risk assessment for transition. The purpose of the risk assessment is to manage schedule and financial risks of the transition. The CONSULTANT shall develop a risk register and conduct a risk assessment workshop. Personnel included in the risk assessment shall include expert consultant staff, SG, and FDOT, as necessary. The risk assessment workshop shall occur early in the Project schedule to develop Project risks and effectively monitor the risks throughout the Project. Within 30 days after the conclusion of the Risk Assessment Workshop, the CONSULTANT shall prepare a Risk Assessment Report for SG review and comment. The CONSULTANT shall maintain the risk register throughout the Project.

If requested, the CONSULTANT shall present the information contained within the Risk Assessment Report to the CFCRC, TAC, and CAC.

7.0 TRANSITION PLAN

The CONSULTANT shall develop a Transition Plan incorporating information obtained in Sections 2 through 6. The Transition Plan shall include an implementation schedule which shall clearly document next steps for transitioning the SunRail system to the CFCRC. In addition, in accordance with the Interlocal Governance Agreement, Section 3.10, the Transition Plan shall include a risk management and self-insurance program which shall be consistent with the provisions of the Interlocal Operating Agreement.

The Transition Plan shall be submitted to the SG for review and comment. The CONSULTANT shall present the Transition Plan to the CFCRC, TAC, and CAC in coordination and consultation with the SG. The CONSULTANT may also be requested to present the Transition Plan to the Commissions/Council of the Local Funding Partners and the Metropolitan Planning Organizations (MetroPlan Orlando and Volusia TPO) Board and Committees.

8.0 METHOD OF COMPENSATION

Payment for the work accomplished shall be in accordance with **Exhibit B** of this contract. The SG and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the SG. The SG shall decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Payments will not be made that exceed the percentage of work identified in the schedule provided. The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the SG.



ORANGE COUNTY MAYOR

Jerry L. Demings

P.O. BOX 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • EMAIL: MAYOR@OCFL.NET

July 7, 2020

Mr. Charles M. Heffinger, Jr., P.E.
SunRail Chief Operating Officer
801 SunRail Drive
Sanford, FL 32771

Subject: SunRail Customer Advisory Committee Appointment –Orange County

Dear Mr. Heffinger:

Pursuant to the Interlocal Governance Agreement for Creation of the Central Florida Commuter Rail Commission, I am pleased to appoint Marie Ann Regan to the SunRail Customer Advisory Committee, representing Orange County. Her contact information is below:

Marie Ann Regan
2914 Pickfair St.
Orlando, FL 32803
321-310-9716
mimibox10@gmail.com

Sincerely,

Jerry L. Demings
Orange County Mayor

cc. Byron W. Brooks, AICP, County Administrator
Carla Bell Johnson, AICP, Acting Assistant Director, Strategic Planning & Dev.



TRANSIT-ORIENTED DEVELOPMENT (TOD) VIDEO

SunRail worked with major stakeholders to ensure their inclusion in a video series exploring the growth of transit-oriented development around SunRail's station stops. Questions and talking points were drafted to showcase specific projects as well as the overall economic impact of SunRail-connected TOD in Central Florida.

- Video Interviews completed
 - DeBary Mayor Karen Chasez, Orlando Mayor Buddy Dyer, Osceola County Commissioner Viviana Janer, Seminole County Commissioner Bob Dallari, MetroPlan Orlando Executive Director Gary Huttman
- Remaining Interviews will be conducted in July
 - Orange County Mayor Jerry Demings, Volusia County Commissioner Ed Kelley
- Video to be produced and completed in August

DOWNTOWN ORLANDO COMMUTER INFORMATION/CONVERSATION

The SunRail business development team continued to work with the leadership at the City of Orlando and the Downtown Development Board (DDB) to understand the impact of COVID-19 on the Downtown Orlando worker/commuter population and its impacts on mass transit.

CAMPUS CONNECTION PROGRAM

SunRail is partnering with the UCF Downtown and Valencia College Downtown and FAMU College of Law to promote the 2020 Campus Connection program. This program offers limited time ridership at no cost to registered participants between August 17 and September 30. Email correspondence and newsletters have been sent to students and staff along with online promotion. Cards will be distributed to registered participants in early August. The program touts a "Register, Ride, Reload" message to convert to long-term use of provided SunCards during the promotional period.

SANFORD TROLLEY

The Sanford CRA is continuing its modified service of the Sanford Trolley due to COVID-19, until further notice. In the last seven weeks, ridership from the Sanford station has surged by over 500%.

KISSIMMEE CONNECTOR

The grant-funded Kissimmee Connector in Downtown Kissimmee began using regular LYNX passenger buses to run the loop, replacing the branded shuttle, in order to allow for social distancing on-board.



SHUTTLES AND/OR VANPOOLS RUNNING TO VARIOUS SUNRAIL STATIONS

FROM THE SANFORD STATION

- One Community Redevelopment Agency (CRA) funded trolley transports SunRail passengers starting at noon, Monday-Friday

FROM THE MAITLAND STATION

- AdventHealth Maitland funding and running an employee shuttle

FROM THE ORLANDO HEALTH/AMTRAK STATION

- Orlando Health funding and running an employee shuttle to their offices in SoDo

FROM THE SAND LAKE ROAD STATION

- One employer-funded car shuttling employees to ABC Fine Wine & Spirits
- One employee-funded vanpools for Lockheed Martin employees
- One employee-funded vanpool for several worksites in the Southpark Center Loop office park
- One employer-funded fleet vehicle for employees of Pan Am Flight Academy

NEW FROM THE KISSIMMEE/AMTRAK STATION

- Two City of Kissimmee-funded shuttles transport SunRail passengers to major employers and other destinations throughout Historic Downtown Kissimmee. The shuttles meet all SunRail trains.

ADDITIONAL FOLLOW-UP NEEDED FOR THE FOLLOWING PRIORITY AREAS

- Assisting the City of Lake Mary in the promotion of their Vanpool Grant Program



ADVERTISING REVENUE SCORECARD

JULY 2020

2020 MEDIA KIT: AVAILABLE NOW

The current Media Kit is being distributed through the ad sales team and is available upon request by emailing ads@SunRail.com or online <http://corporate.sunrail.com/doing-business-with-sunrail/advertising/>

ON BOARD ADVERTISING: 2 POSITIONS AVAILABLE NOW

All was sold as one-year contracts.

Total Placements Available:	12
Placement Fee:	\$7,600 plus production per year

SUNRAIL.COM ONLINE & MOBILE ADVERTISING: AVAILABLE NOW

Total Placements Available:	78
Placement Fee Range:	\$350 - \$5,000

TRAVEL GUIDE ADVERTISING: SOLD OUT THROUGH JULY 1, 2020

A new combined Train Schedule and Travel Guide was developed in February, 2020

SunRail has implemented a display opportunity for businesses to purchase advertising space on the back panel of the train schedule. Program details include:

Total Placements Available:	1
Placement Fee:	\$500 per month

STATION KIOSK ADVERTISING: AVAILABLE NOW AT MOST STATIONS WINTER PARK, CHURCH STREET STATION AND LAKE MARY STATION ARE SOLD OUT

All contracts are on an annual basis

Partners may purchase multiple or individual stations

Total Placements Available:	66
Placement Fee:	\$3,300 per placement



SOCIAL MEDIA

The SunRail social media team gains new followers each week across Facebook, Twitter, and Instagram with relevant and timely content.

Summary of followers:

15,910 Facebook

17,358 Twitter

5,020 Instagram

Total Social Media Followers — 38,288

SUNRAIL APP DOWNLOADS

Over 24,000 people have downloaded the SunRail app and the number continues to climb every day.

NEW SUNRAIL MARKETING INITIATIVES

Health & Safety Campaign

SunRail has launched a new marketing campaign, “Working Hard to Keep you Safe - Every Train. Every Trip.” that focuses on the extensive steps SunRail is taking to clean the trains and platforms for a safe traveling environment. This communication is vital to bolstering commuter confidence and rebuilding ridership. The campaign includes online communications as well as bold station displays and support for onboard operations.

Campus Connection

SunRail has launched a new Campus Connection promotion directed toward building ridership with UCF Downtown and Valencia College Downtown and FAMU College of Law students and staff this fall. For a limited time, participants may register to receive a specially-marked SunCard to travel at no cost from August 17 — September 30, 2020. The campaign will focus heavily on converting participants to become regular riders by loading value onto the card after the promotional period.

Hurricane Preparedness

The SunRail marketing team worked collectively with customer service to promote hurricane season communications to the public. In addition, a library of resources and a procedure for updating assets online has been provided to achieve the timeliest messaging during a weather event.

Future Ridership Campaigns

The SunRail marketing team is developing additional campaigns to rebuild ridership while promoting the region.



TOD METRICS SUMMARY SCORECARD

JULY 2020

OVERVIEW

- It is estimated that SunRail has contributed a cumulative \$2.4 billion in property value growth across the original phase one, 12-station area
- The cumulative tax revenue of all twelve stations increased by \$18 million across the original phase one, 12-station area
- Analysis of property growth for the four phase 2, Southern Expansion stations, which opened in July, 2018, has not been factored to date (1)

SNAPSHOT OF KNOWN TOD PROJECTS BY COUNTY

VOLUSIA COUNTY

DeBary Station

- An estimated \$55 million, 289-unit Integra 289 Exchange community is scheduled to open in summer 2020

SEMINOLE COUNTY

Sanford Station

- Approval for a 316 apartment unit development was approved by the Sanford City Council in October 2019 at 2901 W. 1st Street

Lake Mary Station

- Station House Apartments, opened in 2015, and are adjacent to the station

Longwood Station

- Weston Park Apartments opened in 2016, and are adjacent to the station

ORANGE COUNTY

Maitland Station

- The Parker at Maitland North, formerly "Maitland Station" opened in 2017 and is adjacent to the station
- Uptown Maitland Senior Apartments opened in 2016
- 400 North Apartments opened in 2019

Church Street Station

- In 2020, class 1 space opened on the corner of South Street and S. Garland Avenue and is the new home of SunTrust Bank

LYNX Central Station

- Central Station, a mixed-use building, opened in 2015 and is adjacent to the station

OSCEOLA COUNTY

Tupperware Station

- The Tupperware Corporation has a master development plan, which includes:
 - An Orlando Health ER facility across the street from the station completed in 2018. Six additional acres of expansion of this medical complex are in the early stages of development.
 - The 352-unit San Mateo Crossings multi-family residential rental project began leasing in 2019
 - A new Marriott dual-brand hotel is in early phases of development
 - A 3-acre retail parcel, next to San Mateo, will include a 7-11 in early phases of development
 - Parkway Crossings - a 384-unit luxury rental multi-family project is in the early phases of development (2)

Kissimmee Station

- Weston 400, a residential development is slated to begin construction in 2020
- Another development is in the planning phase, and will back up to the SunRail parking garage on the west side of Drury Avenue (3)

Poinciana Station

- In January 2020, Osceola County purchased 82 acres of land adjacent to the Poinciana SunRail station, and intends to create a master plan to include affordable housing and mixed-use property

Sources: (1) Assessing the Impacts of SunRail Stations and Property Values and Development, Phase 2 Value Analysis, prepared by Florida State University for The Florida Department of Transportation, Freight Logistics and Passenger Operations, Transit Office, February, 2020. (2) Tupperware Corporation (3) The City of Kissimmee



ONGOING OUTREACH

As part of the ongoing strategy for SunRail public safety outreach, this program connects to the community through a variety of efforts including but not limited to: direct outreach to residents and businesses near tracks, presentations in schools, community centers, at SunRail stations and onboard trains, direct mail, community events, coordination with law enforcement agencies and first responders, featured media buys in high-visibility areas, inclusion of safety messaging in business development and marketing programs, social media content, training with public and school transportation groups and coordination with FRA, TSA, and Operation Lifesaver.

Due to recent health concerns, a strong emphasis has been placed on leveraging digital and phone communications to connect with the community and regional partners, assuring that rail safety continues to have a strong presence along the corridor.

SAFETY OUTREACH INITIATIVES

Dynamic Envelope Construction

In preparation for dynamic envelope installation, a comprehensive campaign was developed to reach businesses potentially impacted by detours. Seventy-two businesses within .5 miles of construction zones in Altamonte Springs, Maitland, and Orlando were individually contacted with construction notice information.

S.T.R.I.D.E. (Statewide Traffic and Railroad Initiative Using Dynamic Envelopes)

To support safety education, a new web page is in development to communicate the importance and progress of dynamic envelopes along the Central Florida Rail Corridor.

Online Outreach

Robust safety messaging is strategically distributed through SunRail's social media channels, reaching nearly 40,000 followers weekly. Messaging during this time includes the promotion of safe behavior around rail and crossings in addition to health and safety communications and videos.

Incident Prevention

A comprehensive analysis of data related to pedestrian and vehicular incidents on the corridor is being cross referenced for strategic prevention initiatives. These initiatives will use a variety of tactics including but not limited to coordination with local law enforcement, educational outreach, and strategic partnerships with community groups.

DeBary Refurbishment

As the DeBary station will undergo refurbishment, the SunRail safety team will work with contractors to assure safety-related messaging is communicated at the stations and online.