



CENTRAL FLORIDA COMMUTER RAIL COMMISSION

NOVEMBER 14, 2024





Central Florida Commuter Rail Commission

Date: November 14, 2024

Time: 2:00 p.m.

Location: LYNX Central Station
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**
- III Confirmation of Quorum**
- IV. Approvals**
 - Adoption of September 30, 2024, CFCRC Board Meeting Minutes
- V. Public Comments**
 - *Those joining in person will be permitted to approach the podium in the LYNX Board Room and speak for up to 3 minutes.*
- VI Reports**
 - SunRail Customer Advisory Committee (CAC) Update – Luis Nieves-Ruiz, Chair
 - SunRail Technical Advisory Committee (TAC) Update – Tawny Olore, Chair
 - Agency Update - SunRail Rail Administration Manager – David Cooke
 - Connectivity
 - LYNX Update – Bruce Detweiler
 - Votran Update– Bobbie King
- VII Informational Items**
 - Transition Update – John Booker, Volusia County



Central Florida Commuter Rail Commission

VIII Action Items

- Approval of entering into a piggyback agreement (Lynx Contract #23-C95 dated March 6, 2024) with Chase Bank for Commission banking services conditioned upon Local Funding Partner's approval of agreement, as necessary
- Approval of purchasing Quick Books software for financial tracking conditioned upon Local Funding Partner's approval of agreement, as necessary
- Approval of the Locally Funded Agreement between the State of Florida Department of Transportation and the Central Florida Commuter Rail Commission conditioned upon Local Funding Partner's approval of agreement, as necessary
- Approval by the CFCRC of interim financial protocols conditioned upon Local Funding Partner's approval of procedures, as necessary
- Ratification of Volusia County Customer Advisory Committee Member, Paul Satchfield
- Re-appointment of Seminole County Customer Advisory Committee Member, Dorothy O'Brien

IX Board Member Comments

X Other Business

- Next Meeting – December 12, 2024

XI 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, 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.

INTERIM FINANCIAL PROTOCOLS RELATED TO JOINT OPERATION OF THE CENTRAL FLORIDA COMMUTER RAIL COMMISSION (“CFCRC”) BANK ACCOUNT

1. FINANCIAL PROCESSES AND SYSTEMS

- 1.1. The creation of the first bank account of the CFCRC will officially mark the beginning of financial transactions occurring in the name of the Central Florida Commuter Rail Commission.
- 1.2. As of this commencement of financial transactions of the CFCRC, financial processes and systems do not yet exist for the CFCRC. This document serves as the starting point for the first financial process documentation of the CFCRC.
- 1.3. All financial transactions of the CFCRC shall be accounted for through the QuickBooks Online platform. See the “Accounting System” section of this document for further details.

2. INITIAL BANK ACCOUNT STRUCTURE

- 2.1. A single banking relationship (vendor) shall be established with JP Morgan Chase Bank.
- 2.2. A single bank account shall be established to both accept contributions (deposits) and make disbursements.

3. AUTHORIZED ACCOUNT REPRESENTATIVES

Note: Authorized account representatives are the highest-level signing authority on file with the bank, which among other things authorize any account opening, account closing, addition of services and removal of services from bank account(s).

- 3.1. The authorized account representatives shall be as follows:
 - Chair of the CFCRC
 - Vice Chair of the CFCRC
 - Secretary of the CFCRC
- 3.2. Banking institutions do not assign rights based on positions, but instead based on individual persons. Therefore, the list of authorized account representatives should be updated annually, or upon any other change, in the positions listed above.

4. ONLINE BANK ACCOUNT ACCESS

- 4.1. Modern banking access for commercial accounts is facilitated on a day-to-day basis through an electronic banking portal.
- 4.2. The security administration feature of the bank software system shall be used to deliver access to users and safeguard assets. This feature will also ensure that transactions, and the personnel who execute them, are authorized.
- 4.3. Access to functionality of the online bank account portal for the CFCRC bank account shall be divided into three groups:
 - Administrators
 - Transaction Users
 - View-Only Users

- 4.4. Administrator functionality includes access to the following, **subject to dual control** (one Administrator can initiate a change, and another Administrator must approve it to take effect):
- Management of user access rights and permissions
 - Creating and deactivating user accounts
 - Setting up and modifying transaction limits
 - Configuring dual control requirements
 - All access granted to Transaction Users (*note: the functionality granted from the view-only user level does not require dual control*).
- 4.5. Transaction User functionality includes access to the following, **subject to dual control** (one Transaction User can initiate a transaction, and another Transaction User must approve it to take effect):
- Initiating and approving disbursements
 - Managing templates and recurring disbursements
 - All access granted to View-Only Users (*note: the functionality granted from the view-only user level does not require dual control*).
- 4.6. View-Only User functionality includes access to the following, **not** subject to dual control:
- Account balances and transaction history
 - Account analysis statements
 - Bank statements and reports
 - Payment activity logs
 - Reconciliation reports
 - Audit trails
 - System-generated notifications

5. ADMINISTRATORS FOR ONLINE BANK ACCOUNT ACCESS

- 5.1. The administrators for online bank account access shall include one (1) senior finance department staff member from each local funding partner. Names presented below are the current staff members of the local funding partners that hold these positions:
- Orange County:
Laurie Bauer, CPA, CGFO
Director of Finance & Accounting
Orange County Comptroller's Office
laurie.bauer@occompt.com
407-836-5719
 - Osceola County:
Leslie Felix
Financial Services Director
Osceola County Government
leslie.felix@osceola.org
407-742-1715

- Seminole County:
Lorie Bailey Brown, CPA
Chief Financial Officer / Resource Management Director
Seminole County Government
lbaileybrown@seminolecountyfl.gov
407-665-7172
- Volusia County:
Ryan Ossowski, CPA, CGFO
Chief Financial Officer
Volusia County Government
rossowski@volusia.org
386-943-7054
- City of Orlando:
Michelle McCrimmon, CPA
Chief Financial Officer
City of Orlando
michelle.mccrimmon@orlando.gov
407-246-2142

6. TRANSACTION USERS FOR ONLINE BANK ACCOUNT ACCESS

- 6.1. At the onset, no separate transaction users have been identified. However, this functionality may be warranted in the future.

7. VIEW-ONLY USERS FOR ONLINE BANK ACCOUNT ACCESS

- 7.1. A list of view-only users is not included in this protocol document; however, such users shall be granted access as needed by each local funding partner, subject to initiation by that local funding partner's online banking Administrator, subject to dual approval requirements.

8. USERS ACCESS CHANGES FOR ONLINE BANK ACCOUNT ACCESS

- 8.1. Banking institutions do not assign rights based on positions, but instead based on individual persons. Therefore, the list of users for all levels of online bank account access shall be reviewed and updated any other change in the positions listed above for all user access levels, as detailed in this section.
- 8.2. An annual review of user access shall be conducted for compliance with these protocols each September, by the Administrator of the local funding partner whose representative serves as the Secretary of the CFCRC. Any changes necessary to user access levels noted during the review shall be noticed to the applicable initiation Administrator as determined in accordance with section 8.3. The noticed initiation Administrator shall be responsible for initiating the change in access in accordance with section 8.3.
- 8.3. Removal of access for changes in employment (i.e. resignations, terminations or other reassignments within the local funding partner's organization) shall be assigned as follows, subject to dual approval requirements:

- Transaction Users and View-Only Users
 - Initiation of removal - The initiation of access removal (due to changes in employment), from the online bank account access, for a Transaction User or View-Only User, shall be initiated by the Administrator of the local funding partner for which the Transaction User or the View-Only User was formerly employed. Access removal should be processed immediately upon the effective date of the change in employment (with the local funding partner) of the Transaction User or the View-Only User.
 - Approval of the removal - The approval of the above initiated request in the online bank portal shall be completed by the Administrator of the local funding partner whose representative serves as the Chair of the CFCRC, unless said individual is the initiator of the request, in which case it shall be completed by the Administrator of the local funding partner whose representative serves as the Vice Chair of the CFCRC. Approval of the removal request for a Transaction User or View-Only should be processed immediately upon submission of the request by the initiating Administrator to the approving Administrator as identified in these protocols.
- Administrators
 - Initiation of removal - The initiation of access removal from an Administrator (due to changes in employment) shall be completed by the Administrator of the local funding partner whose representative serves as the Chair of the CFCRC, unless said individual is the person for which access should be removed, in which case it shall be completed by the Administrator of the local funding partner whose representative serves as the Vice Chair of the CFCRC. Access removal should be processed as soon as the party responsible for the initiating the change is notified of the change in employment of the Administrator to be removed.
 - Approval of the removal - The approval of the above initiated request to remove Administrator access in the online bank portal shall be approved, once confirmed, by the Administrator of the local funding partner whose representative serves as the Vice Chair of the CFCRC, unless said individual is the initiator of OR subject of the request, in which case it shall be completed by the Administrator of the local funding partner whose representative serves as the Secretary of the CFCRC.
 - Subsequent access - Removal of access from an Administrator shall be handled in a manner as to not deprive any local funding partner's government access to the online bank account. As such, the Administrator assigned the responsibility for initiating removal of Administrator access shall also be responsible for contacting an authorized senior management official of the applicable local funding partner to determine a replacement Administrator currently with the processing of access removal. The same parties assigned the responsibility for initiation and approval of the removal request shall be charged with initiation and approval of new access to the replacement Administrator.

9. CONTRIBUTIONS / INBOUND FUNDS

- 9.1. No specific bank account considerations apply to contributions, and the bank account of the CFCRC will be setup to accept any incoming fund transactions.

10. DISBURSEMENTS / OUTBOUND FUNDS

- 10.1. Subject to the bank's online platform capabilities, the following functionality will be setup for disbursements:
 - Wire transfers
 - Bank initiated/prepared check disbursements
- 10.2. All disbursements will be setup to require dual approval in the online bank platform.
- 10.3. No wire transfers shall be completed as "free form" wires. All wire transfers shall be done utilizing a "template" in the online bank portal and establishment of templates shall require dual approval in the online bank platform. Template means that a portion of the information needed to make a transfer is stored and pre-approved in advance. The stored and preapproved portion of each template shall at a minimum include the destination bank routing number and bank account number. Both the initiator and the approver of a template shall be responsible for confirming the bank routing number and bank account number for all beneficiaries used preexisting contact information for said beneficiary on file with initiator and approver's local government. Verification using contact information on a set of wire instructions IS NOT acceptable for this process, as the point of this verification is to defend against vendor change fraud.
- 10.4. **Until this protocol is revised**, disbursements require a two-step approval process:
 - Step 1: Prior to any bank platform activity, one representative from each local funding partner must approve the disbursement. This approval may come from any authorized senior official within each organization, including but not limited to senior officials in finance, transportation, or county/city administration. The approval of each local funding partner representative shall be documented in email format, as it would be impractical to obtain approval via physical means.
 - Step 2: Following receipt of all local funding partner approvals, the disbursement must be processed in the bank platform with dual control - one Administrator or Transaction User initiates the payment, and a second Administrator or Transaction User approves it.
- 10.5. While all local funding partners each equally have one Administrator assigned to the bank online portal, the following responsibilities are assigned primarily as followed:
 - Initiating disbursements - the Administrator of the local funding partner whose representative serves as the Vice Chair of the CFCRC.
 - Approving disbursements - the Administrator of the local funding partner whose representative serves as the Secretary of the CFCRC.
 - Recordkeeping—the Administrator of the local funding partner whose representative serves as the Chair of the CFCRC.
 - Setup of wire templates - the Administrator of the local funding partner whose representative serves as the Vice Chair of the CFCRC.
 - Approval of wire templates - the Administrator of the local funding partner whose representative serves as the Secretary of the CFCRC.

11. RECORDS - BANKING

- 11.1. All bank statements and account analysis statements shall be downloaded monthly and maintained as a record of the CFCRC by the Administrator of the local funding partner whose representative serves as the Chair of the CFCRC. Duplicate copies of the bank statement should be obtained by any other party needing such information directly through the online bank portal.

- 11.2. Until the CFCRC obtains its own ability to have records centrally maintained, records shall be maintained using the internal record management system of the local funding partner responsible for maintaining the applicable CFCRC record (i.e. in the files and records of the local funding partner whose representative serves as the Chair of the CFCRC).

12. ACCOUNTING SYSTEM

- 12.1. Accounting for the CFCRC shall be done in accordance with standards promulgated by the Government Accounting Standards Board.
- 12.2. The Chart of Accounts of the CFCRC shall, to the best of the ability of the accounting software utilized, follow the State of Florida Uniform Chart of Accounts for Local Governments.
- 12.3. All financial transactions of the CFCRC shall be accounted for through the QuickBooks Online platform.
- 12.4. The CFCRC will utilize the “Plus” level of the QuickBooks Online platform, which allows for five users. Each person listed as an Administrator for the online bank platform will have access to the QuickBooks Online platform. In this section, these five users will be called “QB Users”.
- 12.5. It is acknowledged by all local funding partners that the normal cost of QuickBooks Online, for the “Plus” level, as of October 2024, is \$99 per month. It is further acknowledged that sales-tax exemption may not be available to pay for such service, although it will be attempted.
- 12.6. Audit trail tracking of all QuickBooks Online transactions shall be enabled. QB Users shall not delete any transactions from the audit trail or use the system in such a way as to avoid the audit trail tracking.
- 12.7. While all local funding partners have access to the QuickBooks Online platform, the following responsibilities are assigned:
- Recording transactions, including maintenance of records of the transaction - the QB User of the local funding partner whose representative serves as the Chair of the CFCRC.
 - Completing bank reconciliations (through the functionality in QuickBooks) - the QB User of the local funding partner whose representative serves as the Vice Chair of the CFCRC.
 - Review of the financial activities of the CFCRC within QuickBooks for detection of errors - the QB User of the local funding partner whose representative serves as the Secretary of the CFCRC. Such review shall be completed within 3 months following the completion of the fiscal year.
 - Running of reports in QuickBooks Online to serve as permanent records of financial activity of the CFCRC - the QB User of the local funding partner whose representative serves as the Chair of the CFCRC. Reports in this group should include at a minimum:
 - Trial Balance (after any and all necessary financial adjustments are posted as the conclusion of the fiscal year)
 - Profit and Loss (the name assigned in QuickBooks to the Statement of Revenues, Expenditures and Changes in Fund Balances)
 - Balance Sheet
 - In any event, such reports should be run no later than 6 months following the completion of the fiscal year.

13. SEGREGATION OF DUTIES

- 13.1. Segregation of duties for bank transaction will be enforced utilizing the dual control functionality of the bank platform, as documented in the "Online Bank Account Access" section of this document.
- 13.2. Segregation of duties for accounting is maintained through the assignment of different personnel for recording transactions versus completing bank reconciliations, as documented in the "Accounting System" section of this document.

14. TECHNOLOGY AND SECURITY

- 14.1. Multi-factor authentication shall be utilized for all online banking access, as well as access to the accounting system (QuickBooks Online) to the extent available.
- 14.2. Each user of the bank account or accounting system shall have their own separate logins and passwords.

15. AMENDMENTS AND UPDATES

- 15.1. This document should be reviewed annually and updated as necessary to reflect changes in operations, regulations, or best practices.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), _____ ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name:
Project #:
County:

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

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Agency: COMMISSION Vendor No.: 61-2212001	Fund: LF Contract Amount: \$65,344,339	Financial Project No.: Various Project Specific listed on Exhibit "D"
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CENTRAL FLORIDA COMMUTER RAIL COMMISSION**

This **AGREEMENT**, made and entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT" or FDOT) and the Central Florida Commuter Rail Commission, a legal entity and public body created pursuant to Section 163.01, Florida Statutes (hereinafter referred to as the "COMMISSION") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this LOCALLY FUNDED AGREEMENT (hereinafter "Agreement") pursuant to Section 339.12, Florida Statutes; and

WHEREAS, on August 29, 2007, 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"), the 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 (the "City of Orlando") (hereinafter referred to as the "Local Government Partners") entered into an Interlocal Governance Agreement creating the COMMISSION and providing terms for its management and the provision of operating funds for the Central Florida Commuter Rail Transit System (a.k.a. "SunRail"), which Interlocal Governance Agreement was amended in December 2008, by a First Amendment to Interlocal Governance Agreement, and on July 28, 2010, by a Second Amendment to Interlocal Governance Agreement, and on March 26, 2024, by a Third Amendment to Interlocal Governance Agreement (collectively, the "Interlocal Governance Agreement"); and

WHEREAS, on August 28, 2007, FDOT and the Local Government Partners entered into an Interlocal Funding Agreement to provide for the development of transit stations, the

execution of joint use agreements for the transit stations and the initial capital funding for SunRail, which was amended on July 28, 2010, by an Amendment to Interlocal Funding Agreement (collectively, the "Interlocal Funding Agreement"); and

WHEREAS, on August 29, 2007, FDOT and the COMMISSION entered into an Interlocal Operating Agreement for the operation of SunRail, which was amended on December 19, 2008 by a First Amendment to Interlocal Operating Agreement, and on December 18, 2009 by a Second Amendment to Interlocal Operating Agreement, and subsequently on August 13, 2010 by a Third Amendment to Interlocal Operating Agreement (collectively, the "Interlocal Operating Agreement" and, together with the Interlocal Governance Agreement and Interlocal Funding Agreement, the "Interlocal Agreements"); and

WHEREAS, the Interlocal Operating Agreement provided for transition of the financial and operating obligations for SunRail to the COMMISSION at the end of the "FDOT Funding Period" (as defined in the Interlocal Operating Agreement); and

WHEREAS, FDOT, the COMMISSION, and the Local Government Partners entered into an Operations Phasing Agreement with an effective date of March 28, 2024, which provides for a phased transfer of the SunRail funding and operating obligations from FDOT to the COMMISSION and Local Government Partners in accordance with the schedule set forth therein and delineates certain obligations of the parties following such transfers; and

WHEREAS, certain Actions Steps, as defined and outlined in the Operations Phasing Agreement, have been or will be revised or delayed to account for matters encountered during the transfer and transition process; and

WHEREAS, the Operations Phasing Agreement provides for and requires FDOT to transition financial responsibility for SunRail to the COMMISSION on or about December 31, 2024 ("Financial Transition Date") and to transfer responsibility for SunRail operations and maintenance to the COMMISSION following the Interim Operation Period as further outlined in the Operations Phasing Agreement; and

WHEREAS, the Parties desire to enter into this Agreement in order to provide for an orderly continued transition, to provide a mechanism for funding SunRail following the Financial Transition Date and to meet certain other deadlines within the Operations Phasing Agreement; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: Continued SunRail Operations and Maintenance in compliance with Interlocal Agreements and Operations Phasing Agreement, hereinafter referred to as the "Project"; and

WHEREAS, the Project is revenue producing but is not a highway project nor is there a requirement in this Agreement for reimbursement by the DEPARTMENT to the COMMISSION and is contained in the Adopted Work Program; and

WHEREAS, the DEPARTMENT will endeavor to maximize revenue and seek cost-saving measures as it pertains to SunRail; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the COMMISSION and it would be most practical, expeditious, and economical for the COMMISSION to provide for and fund all costs associated with and required by the Interlocal Agreements and the Operations Phasing Agreement for the Project, initially within the DEPARTMENT Fiscal Years 2024/2025 and 2025/2026, and subsequent DEPARTMENT fiscal years if extended pursuant to the terms of this Agreement; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Continued SunRail Operations and Maintenance in compliance with Interlocal Agreements and the Operations Phasing Agreement in a cost-effective manner, the COMMISSION desires to provide funding to the DEPARTMENT for the Project and as further described in "Exhibit A"; and

WHEREAS, the Local Government Partners have all consented to the execution of this Agreement, as required by the Interlocal Governance Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the Parties agree as follows:

1. The Parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.
2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Operations Phasing Agreement and in the Master Glossary of Terms for the Central Florida Commuter Rail System Agreements attached to the Interlocal Agreements.
3. The Parties agree that this Agreement will serve as an addendum or supplement to the Interlocal Operating Agreement. In the event of any conflicts or inconsistencies between this Agreement and the Interlocal Operating Agreement, the terms of this Agreement shall control.
4. In order to provide sufficient time for seamless transition and procurement of various contracts associated with the Project, the Parties agree that the following sections of the Interlocal Operating Agreement are revised as follows:

Section 4.14 CONTRACT OPERATOR. (B) Any contract entered into by FDOT with a Contract Operator shall provide that it expires upon the expiration of the FDOT Funding Period Locally Funded Agreement unless the contract is assigned to the Commission pursuant to an assignment that effects a novation and releases the FDOT from being a party to the contract, in which case, the contract

will continue for a period of three years following the expiration of the ~~FDOT Funding Period~~ Locally Funded Agreement. Such contract shall provide that it can be assigned to the Commission.

SECTION 4.15. ADMINISTRATIVE FUNCTIONS. (C) During the FDOT Funding Period, as well as during the term of this Locally Funded Agreement, procurements and contracts for the Commuter Rail System shall be processed and administered in accordance with the procurement policies and procedures of FDOT and contracts shall be awarded under the name and authority of FDOT. Each contract entered into by FDOT for the Commuter Rail System shall provide for assignment to the COMMISSION upon expiration of the ~~FDOT Funding Period~~ Locally Funded Agreement to the extent that it has not expired as of that time; provided, however, that no assignment will be made unless a novation is effected and FDOT is released from being a party to the contract. FDOT shall consider the advice of the Governing Board for major procurement actions.

5. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the COMMISSION and the DEPARTMENT. This completion of services date is currently set for December 31, 2025, unless terminated in accordance with the terms of this Agreement, the Interlocal Agreements, the Operations Phasing Agreement, or agreed to in writing by the Parties. Notwithstanding the foregoing, in order to ensure sufficient time for budgeting and funds availability, the COMMISSION shall be entitled to automatically extend the December 31, 2025 date for an additional year, so long as the COMMISSION notifies the DEPARTMENT no later than One Hundred Twenty (120) days prior to the current expiration and completion of services date.

6. The DEPARTMENT agrees to continue providing management services in connection with the operation, management, and maintenance of the Project in compliance with its statutory obligations under Chapter 341 of the Florida Statutes, the Interlocal Agreements and Operations Phasing Agreement, as well as the Scope of Services described in Exhibit "A".

7. The DEPARTMENT shall perform all necessary work, as may be applicable for the Project as previously defined and as required by the Interlocal Agreements and the Operations Phasing Agreement. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined either herein or within the Interlocal Agreements and the Operations Phasing Agreement. Except as

specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in discretion, deems appropriate and in accordance with and as required by the Interlocal Agreements and the Operations Phasing Agreement. The COMMISSION shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement, the Interlocal Agreements or the Operations Phasing Agreement. The COMMISSION shall be entitled to be advised of the progress of the Project at reasonable intervals upon request and at a minimum at regularly scheduled COMMISSION Board Meetings.

8. Participation by the COMMISSION in the funds for the Project shall be made as follows:

(A) The DEPARTMENT'S and COMMISSION's budget and current estimate of cost for the Project for calendar year 2025 (January 1, 2025 through December 31, 2025)¹ is **\$65,344,339.00 (Sixty Five Million Three Hundred Forty Four Thousand Three Hundred Thirty Nine Dollars and 00/100)**. The aforementioned budget was approved by the COMMISSION at its regularly scheduled Commission Meeting held on September 30, 2024. Breakdown of the approved budget is attached as Exhibit "B". The DEPARTMENT'S performance and obligation to manage the Project is contingent upon an annual appropriation by the Florida Legislature as well as payment of the afore and below mentioned funds. The Parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective 120 (One Hundred Twenty) days following the DEPARTMENT giving written notice to the COMMISSION to that effect. Furthermore, the COMMISSION's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Local Government Partners during the Local Government Partner's respective budgetary process and fiscal year.

(B) The Project is being funded by the COMMISSION in the amount of **\$65,344,339.00 (Sixty Five Million Three Hundred Forty Four Thousand Three Hundred Thirty Nine Dollars and 00/100)**. Said funds are programmed under various Financial Project Numbers (FPN(s)) which are listed on Exhibit "D" which may be amended from time to time and would not require an amendment to this Agreement for the purposes of adding additional FPN(s). As described in paragraph 8(C) below, the COMMISSION agrees that it will provide the balance of the funding necessary for the Project.

¹ Calendar year 2025 occurs during FDOT Fiscal Years 2024/2025/2026 (FDOT Fiscal Year begins on July 1 and ends on June 30).

(C) The COMMISSION agrees that it will furnish the DEPARTMENT a deposit or quarterly payment, no later than **January 1, 2025** in the amount of **\$23,836,084.75 (Twenty Three Million Eight Hundred Thirty Six Thousand Eighty Four Dollars and 75/100)**, which shall represent the first quarterly payment of the estimated Project cost for DEPARTMENT Fiscal Year 2024/2025. The initial deposit or quarterly payment shall be a quarter of the total estimated Project Cost without allowances in the amount of \$12,723,584.75 (Twelve Million Seven Hundred and Twenty Three Thousand Five Hundred Eighty Four Dollars and 75/100) of Local Operating Support, Capital Costs in the amount of \$1,112,500.00 (One Million One Hundred Twelve Thousand Five Hundred Dollars and 00/100) plus the full amount of the required Self Insured Retention Account Funding in the amount of \$10,000,000.00 (Ten Million Dollars and 00/100), which is represented by the approved budget. No earlier than January 1, 2025, the DEPARTMENT may utilize this quarterly payment for payment of the costs of the Project. Thereafter, the COMMISSION shall furnish the DEPARTMENT with subsequent quarterly payments in the amount of \$13,836,084.75 (Thirteen Million Eight Hundred Thirty-Six Thousand Eighty-Four Dollars and 75/100) which shall be the amounts above less the required Self Insured Retention Account Funding on or before forty-five (45) calendar days prior to the quarter within which those funds are to be utilized for services. The payment amounts, breakdown and respective deadlines are outlined in more detail on Exhibit "C". The approved budget amount shall be adjusted annually based on the budget approved by the COMMISSION and based on Local Government Partner Fiscal years, which fiscal years begin on October 1 and end on September 30.

(D) If the Project costs are in excess of the quarterly deposit amount, the COMMISSION will provide an additional deposit within sixty (60) calendar days of notification from the DEPARTMENT so that the total deposit is equal to the revised total Project cost for the appropriate quarter. The DEPARTMENT will notify the COMMISSION when the DEPARTMENT knows or should have known that the Project costs are in excess of the quarterly payment amount. However, failure of the DEPARTMENT to notify the COMMISSION shall not relieve the COMMISSION from its obligation to pay for its full participation on final accounting as provided herein below. If the COMMISSION cannot provide the additional deposit within sixty (60) calendar days, a letter must be submitted to and approved by the DEPARTMENT indicating when the deposit will be made. The COMMISSION understands the request and approval of the additional time could cause delays to the Project, and additional costs may be incurred

due to those delays. The COMMISSION will not be liable for any delay costs that result directly from the DEPARTMENT's delay or failure to notify the COMMISSION of excess Project costs that the DEPARTMENT knows or should have known of.

(E) If the Project costs plus overruns are less than the quarterly payment, the DEPARTMENT will apply the excess against any cost overruns incurred during the previous periods or hold those funds in escrow for future overruns. The DEPARTMENT will provide to the COMMISSION an accounting of these funds within sixty (60) days of the end of each quarter. In no event shall any such excess be applied to cost overruns which occurred during the FDOT Funding Period.

(F) Should Project modifications or changes occur that increase the COMMISSION share of total Project costs, the COMMISSION will be notified by the DEPARTMENT accordingly. The COMMISSION agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund its share of the Project. The DEPARTMENT shall notify the COMMISSION as soon as it becomes apparent the actual costs will overrun the approved budgeted amount. However, failure of the DEPARTMENT to so notify the COMMISSION shall not relieve the COMMISSION from its obligation to pay for its full participation during the Project and on final accounting as provided herein below. Funds due from the COMMISSION during the Project not paid within sixty (60) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.), less the 400 basis points.

(G) With regard to Project costs, overruns, modifications and changes outlined in sections 8(D) and (F) above, such obligation of the COMMISSION to fund said costs is controlled, conditioned and limited by various provisions within the Interlocal Agreements and nothing herein shall modify said conditions in the Interlocal Agreements. Thus, any obligation for Project costs which exceed the Local Government Partners' collective annual obligation to fund the Annual System Deficit, as such terms are defined in the Interlocal Agreements, shall be controlled by the relevant provisions within the Interlocal Agreements. Furthermore, any refusal or failure by any individual Local Government Partner member of the COMMISSION to pay their respective share of the Annual System Deficit or other costs or payments outlined herein will be governed by the terms of the Interlocal Agreements.

(H) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred

and sixty days (360) of final payment to the Contractors, Vendors, Consultants, and all others providing services on the Project or within three hundred and sixty days (360) following the conclusion of the relevant DEPARTMENT Fiscal Year, whichever comes first. All Project cost records and accounts shall be subject to audit by a representative of the COMMISSION for a period of three (3) years after final close out of the Project. The COMMISSION will be notified of the final cost. Both Parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COMMISSION. If the final accounting is not performed within three hundred and sixty (360) days, the COMMISSION is not relieved from its obligation to pay nor is the DEPARTMENT relieved of its obligation to refund any excess to the COMMISSION, should any excess exist. The DEPARTMENT will return any excess funds, should any exist, to the COMMISSION within sixty (60) calendar days following the conclusion of the final accounting outlined herein.

(I) In the event the final accounting of total Project costs is greater than the total deposits to date, the COMMISSION will pay the additional amount within sixty (60) calendar days from the date of the invoice from the DEPARTMENT. The COMMISSION agrees to pay interest at a rate as established pursuant to Section 55.03, F. S., less the referenced 400 basis points, on any invoice not paid within sixty (60) calendar days until the invoice is paid.

(J) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached Escrow Agreement(s) between COMMISSION, DEPARTMENT, and the State of Florida, Department of Financial Services, Division of Treasury. The full amount of the required Self Insured Retention Account Funding in the amount of \$10,000,000.00 (Ten Million Dollars and 00/100) outlined above will be placed in a separate escrow to ensure segregation from other funds necessary for the Project.

(K) Pursuant to the Operations Phasing Agreement, the DEPARTMENT has agreed to share in the ongoing cost of Positive Train Control (PTC) in amounts calculated pursuant to an agreed upon formula within the Operations Phasing Agreement. Such payment is defined as the PTC Funding Amount. During the term of this Agreement, the Parties agree that the DEPARTMENT will provide notification to the COMMISSION that the PTC Funding Amount is budgeted and such amounts will be applied to the cost of PTC on the Project by the DEPARTMENT directly to the appropriate Contract Operator or vendor.

(L) Also pursuant to the Operations Phasing Agreement, the DEPARTMENT agreed to the following:

FDOT will fund the operating cost of Phase II North for a period of one year following its revenue service date. For purposes of this Section, the operating cost of Phase II North shall be equal to the increases in amounts payable under the Contract Operator agreements resulting from the commencement of Phase II North operations (the "Phase II North Cost"). An amount equal to the Phase II North Cost shall be paid to the Commission on dates payments are due under the Contract Operator agreements.

The revenue service date for Phase II North was August 12, 2024. To avoid certain inefficiencies, the Parties agree that the Phase II North Cost shall be paid to the Contract Operator on the dates the relevant payments are due rather than the COMMISSION.

(M) Contact Persons:

DEPARTMENT

Charles M. Heffinger, Jr., P.E.
CFRC/SunRail Chief Operations Officer
719 South Woodland Boulevard
DeLand, Florida 32720
(386) 943-5477
Charles.Heffinger@dot.state.fl.us

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

COMMISSION

Central Florida Commuter Rail Commission
CFCRC Chair
801 SunRail Drive
Sanford, Florida 32771
(000) 000-0000
[email address](#)

9. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use until such time property is transferred to the COMMISSION in accordance with the Interlocal Operating Agreement. The COMMISSION may, however, inspect or request copies of those materials upon providing reasonable advance notice to the DEPARTMENT. All assets subject to conveyance will be transferred in accordance with the Interlocal Operating Agreement and the Operations Phasing Agreement.

10. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

11. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the COMMISSION to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

12. This Agreement constitutes the complete and final expression of the Parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document, other than those outlined in the Interlocal Agreements and the Operations Phasing

Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

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

14. The DEPARTMENT and the COMMISSION acknowledge and agree to the following:

(A) The COMMISSION shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMMISSION during the term of this Agreement; and

(B) The COMMISSION shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the term of this Agreement.

15. CONTINUATION OF PRIOR AGREEMENTS. Except as expressly modified by this Agreement, all referenced agreements shall remain in full force and effect.

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IN WITNESS WHEREOF, the COMMISSION has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

COMMISSION

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

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

Title: _____

Title: Director of Transportation Operations

CFRC/SunRail Chief Operations Officer

Attest:

Attest:

Executive Secretary

Legal Review:

Legal Review:

COMMISSION Attorney

DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028
Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

EXHIBIT "A"**SCOPE OF SERVICES**

As outlined in the Operations Phasing Agreement and/or the Interlocal Agreements:

(A) The Parties agree that the financial obligations for funding the costs of operation, management, and maintenance of SunRail, as said costs are described in the Operations Phasing Agreement and the Interlocal Agreements, other than financial obligations for the segment of Phase II between the DeBary and Deland Stations ("Phase II North"), which is addressed in subsection (D) of the Operations Phasing Agreement, shall be transferred from FDOT to the Commission and Local Government Partners on December 31, 2024 (the "Financial Transition Date"), which shall be the final day of the FDOT Funding Period.

(B) Upon expiration of the FDOT Funding Period, the Commission will become responsible for funding the costs of operation, management, and maintenance and capital work of and associated with SunRail, as said costs are described in the Operations Phasing Agreement and the Interlocal Agreements, other than financial obligations for Phase II North, which is addressed in subsection (D) of the Operations Phasing Agreement. Furthermore, following the expiration of the FDOT Funding Period, the Commission will be responsible for all activities outlined in the Interlocal Operating Agreement, to include, but not limited to those which are generally described in Section 4.01 of same. The immediately preceding sentence is not intended to assign greater responsibility to either party than is outlined in the Interlocal Operating Agreement. However, beginning on the Financial Transition Date and ending on the Operational Transition Date, as defined in Section 4 hereof (this period of time is referred to hereinafter as the "Interim Operation Period"), FDOT agrees to continue providing management services in connection with the operation, management, and maintenance of SunRail as it has done in accordance with the Interlocal Agreements.

The remainder of this page intentionally left blank.

In order to account for certain matters encountered during the transition process, the following Actions Steps in the Operations Phasing Agreement will be or have been delayed and such delay has been or will be agreed to between the FDOT District 5 Secretary and the Chairman of the COMMISSION as required by the Operations Phasing Agreement:

No.	Description of Phase I Action Steps
12	Commission and FDOT approve the Easement form, including a mutually agreeable demonstrative exhibit that encompasses the operational portion of the Corridor, but excludes the encroachment issues, and Amtrak ADA issues. ⁽¹⁾
13	Commission and FDOT complete closing memorandum specifying responsibilities, sequencing and document deliveries for contract assignments/novations, conveyance of Easement and transfer of assets.
14	Commission secures insurance.
15	CFOMA, Contract Operator, Joint Use Agreements and other vendor contracts assigned or novated to the Commission – documents escrowed for delivery on December 31, 2024.
16	Conveyance of Easement and transfer of asset documents escrowed for delivery on December 31, 2024.
17	Commission completes participation in relevant state cooperative contracts.
18	Commission completes and approves asset inventory (update WSP report) with FDOT's assistance.

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EXHIBIT "B"**APPROVED BUDGET by COMMISSION for CALENDAR YEAR 2025**

Estimate Five Year LFP Allocation					
County	Estimated FY 24/25 Budget	Estimated FY 25/26 Budget	Estimated FY 26/27 Budget	Estimated FY 27/28 Budget	Estimated FY 28/29 Budget
<i>Local Support by Each Jurisdiction, Net of all revenues</i>					
Volusia County	\$ 5,479,779	\$ 6,969,500	\$ 7,548,682	\$ 8,442,208	\$ 9,001,510
Local Operating Support	\$ 3,527,263	\$ 5,630,389	\$ 5,866,699	\$ 6,496,110	\$ 6,764,675
Capital Maintenance	\$ 933,517	\$ 1,313,636	\$ 1,656,508	\$ 1,920,623	\$ 2,211,360
Insurance	\$ 1,018,999	\$ 25,475	\$ 25,475	\$ 25,475	\$ 25,475
Seminole County	\$ 12,098,668	\$ 11,338,104	\$ 12,188,327	\$ 13,606,218	\$ 14,443,969
Local Operating Support	\$ 9,154,554	\$ 9,594,228	\$ 10,000,608	\$ 11,076,605	\$ 11,538,002
Capital Maintenance	\$ 1,208,424	\$ 1,700,484	\$ 2,144,327	\$ 2,486,220	\$ 2,862,575
Insurance	\$ 1,735,690	\$ 43,392	\$ 43,392	\$ 43,392	\$ 43,392
Orange County	\$ 9,433,404	\$ 8,011,179	\$ 8,716,769	\$ 9,758,801	\$ 10,433,425
Local Operating Support	\$ 5,981,036	\$ 6,268,824	\$ 6,534,350	\$ 7,237,402	\$ 7,538,876
Capital Maintenance	\$ 1,198,131	\$ 1,686,000	\$ 2,126,063	\$ 2,465,044	\$ 2,838,193
Insurance	\$ 2,254,237	\$ 56,356	\$ 56,356	\$ 56,356	\$ 56,356
City of Maitland LOS	\$ 1,562,831	\$ 1,638,092	\$ 1,707,477	\$ 1,891,189	\$ 1,969,967
City of Winter Park LOS	\$ 4,346,159	\$ 4,553,642	\$ 4,746,519	\$ 5,257,212	\$ 5,476,202
City of Orlando	\$ 20,208,199	\$ 18,096,519	\$ 18,984,076	\$ 21,055,337	\$ 22,020,374
Local Operating Support	\$ 16,647,279	\$ 17,448,706	\$ 18,187,775	\$ 20,144,656	\$ 20,983,784
Capital Maintenance	\$ 404,278	\$ 568,896	\$ 717,384	\$ 831,764	\$ 957,674
Insurance	\$ 3,156,642	\$ 78,916	\$ 78,916	\$ 78,916	\$ 78,916
Osceola County	\$ 12,215,300	\$ 11,178,890	\$ 11,867,567	\$ 13,204,424	\$ 13,911,839
Local Operating Support	\$ 9,675,217	\$ 10,140,045	\$ 10,569,543	\$ 11,706,754	\$ 12,194,400
Capital Maintenance	\$ 705,650	\$ 992,984	\$ 1,252,163	\$ 1,451,809	\$ 1,671,578
Insurance	\$ 1,834,433	\$ 45,861	\$ 45,861	\$ 45,861	\$ 45,861
Total	\$ 65,344,339	\$ 61,785,926	\$ 65,759,416	\$ 73,215,390	\$ 77,257,286
Local Operating Support	\$ 50,894,339	\$ 55,273,926	\$ 57,612,971	\$ 63,809,929	\$ 66,465,906
Capital Maintenance	\$ 4,450,000	\$ 6,262,000	\$ 7,896,445	\$ 9,155,461	\$ 10,541,380
Insurance	\$ 10,000,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000

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EXHIBIT "C"**PAYMENT SCHEDULE**

QUARTERLY PAYMENT	AMOUNT	COMMISSION DEADLINE FOR PAYMENT
1	\$23,836,084.75	JANUARY 1, 2025
2	\$13,836,084.75	FEBRUARY 15, 2025
3	\$13,836,084.75	MAY 17, 2025
4	\$13,836,084.75	AUGUST 17, 2025

PAYMENT BREAKDOWN

QUARTERLY PAYMENT	Local Operating Support	Capital Costs	Self Insured Retention Account Funding	TOTAL
1	\$12,723,584.75	\$1,112,500.00	\$10,000,000	\$23,836,084.75
2-4	\$12,723,584.75	\$1,112,500.00	N/A	\$13,836,084.75

Exhibit "D"**SCHEDULE OF FINANCIAL PROJECT NUMBERS**

1	455872-1-82-01	26	455872-4-82-01
2	455872-1-82-02	27	455872-4-82-02
3	455872-1-82-03	28	455872-5-82-01
4	455872-1-82-04	29	455872-5-82-02
5	455872-1-82-99	30	455872-5-82-03
6	455872-2-22-01	31	455872-5-82-04
7	455872-2-22-99	32	455872-5-82-05
8	455872-2-32-01	33	455872-5-82-07
9	455872-2-32-02	34	455872-5-82-08
10	455872-2-32-99	35	455872-5-82-09
11	455872-3-82-01	36	455872-5-82-10
12	455872-3-82-02	37	455872-5-82-11
13	455872-3-82-03	38	455872-5-82-12
14	455872-3-82-04	39	455872-5-82-99
15	455872-3-82-05	40	455872-6-82-01
16	455872-3-82-06	41	455873-1-82-99
17	455872-3-82-07	42	455873-3-82-01
18	455872-3-82-08	43	455873-3-82-02
19	455872-3-82-09	44	455873-4-82-01
20	455872-3-82-10	45	455873-4-82-02
21	455872-3-82-99	46	455873-4-82-99
22	455874-1-32-01	47	455874-3-82-01
23	455874-2-32-01	48	455874-4-82-01
24	455874-1-82-01	49	455874-5-82-01
25	455874-2-82-01		

Central Florida Commuter Rail Commission Meeting

September 30, 2024
4:00 p.m.
LYNX Admin. Building
455 North Garland Ave.
Orlando, FL 32801

Attendees:

Chair, Volusia County Council Chair Jeff Brower
Vice Chair, Seminole County Commissioner Amy
Lockhart
Secretary, City of Orlando Mayor Buddy Dyer

Board Member, Osceola County Commissioner,
Viviana Janer
Board Member, Orange County Mayor Jerry
Demings

Minutes

Meeting was called to order by Chair Brower at 4:05 PM	
Pledge of Allegiance and Confirmation of Quorum	
Approvals: Adoption of the meeting minutes from August 22, 2024, passed unanimously	Presenter: Chair Brower
Public Comments: No public comments were made.	Presenter: Chair Brower
Agenda Item: Reports – Agency Update	Presenter: David Cooke
<ul style="list-style-type: none">• Saturday Service Success<ul style="list-style-type: none">○ SunRail provided special Saturday service for the Little League World Series Celebration on August 31st.○ Service was provided free to riders courtesy of Seminole County and the City of Lake Mary.○ Nearly 2,400 riders enjoyed the day's festivities, bringing business and excitement to the community.• College Week Excitement – September 16th to 20th<ul style="list-style-type: none">○ SunRail launched College Week to encourage ridership to nine area campuses.○ This campaign offered free rides with a valid college ID.• Rail Safety Week – September 23rd to 27th<ul style="list-style-type: none">○ SunRail along with FDOT will champion safety education in our communities during Rail Safety Week.<ul style="list-style-type: none">§ Education and enforcement days at grade crossings with local police and sheriff's offices.§ Public outreach events as well as enforcement and education. Check out "Get a Clue about Rail Safety" on the website, it does show the types of issues we can run into as far as distracted pedestrians crossing the tracks as well as automobiles paying attention when you are within the rail envelopes.§ Media engagement to boost awareness.• Average Daily Ridership – August Average – 4,504.• On-Time Performance – August – Goal=95%; Actual=87.16%; Contract=98.86%<ul style="list-style-type: none">○ Still have work going on in the south end, which is affecting some of the numbers. We are looking forward to getting the actual to above 90%.• Above Average – On-Time 5 Days; 22 Operating Days; Ran 880 Trains	
Presenter: Secretary John Tyler	

- On Thursday, September 19th, David Cooke and I took a delegation up to Atlanta to meet with FTA to specifically talk about the Sunshine Corridor and where we see the Sunshine Corridor going as a community here in Central Florida. I'm pleased to report that we had a great meeting. We had a great conversation, and we had great support from Central Florida as part of that delegation, every single partner sent members up there as well as Universal Studios and the new Shingle Creek Community Development District, who have been participating in our Working Group. We were all there together, so it was a great demonstration to the FTA about the alignment and moving forward with the Sunshine Corridor. FTA was excited to hear that we are building the next vision for SunRail. I was able to report to them on our successes of opening Phase 2 North of DeLand, completing the original vision; and they were excited again to hear that we're not stopping with just completing the original vision, we're moving on to what that next vision is. They're excited to join us on this journey. They offered us their technical support as we move into the PD&E study. Traditionally, you get FTA participation when you officially enter the Project Development process pipeline. We told them that we were not yet ready to do. We will do that when we believe we are ready, and we will be successful at moving through that Project Development type timeline in an efficient manner. They were appreciative of that approach, and they offered their technical support as we move ahead. Some of that technical support includes helping us refine our scope for that PD&E to make sure we're addressing the concerns and issues that FTA sees, assisting us in developing the class of action for that NEPA approval which will determine ultimately how long it may take to get the approval, as well as continuing to coordinate with us on intercity rail as well. We shared with them the importance, at least to the state of Florida, that this Sunshine Corridor also serves a dual purpose of facilitating inner city rail between Orlando and Tampa. FTA is willing to work with us on that as well. We decided on lines of communication moving forward and we have established a plan to follow up as we move ahead. It was a very good trip. It was certainly worth our investment of time and travel resources to get up there and have that conversation. Our next steps, we're going to continue refining that scope with our local partners and now we will be engaging FTA. I am scheduled to attend and present to the Osceola County Board of County Commissioners on October 7th, and I'll be going back to the Orange County Board of County Commissioners on November 19th to talk about the next steps of moving into PD&E. As requested at the last meeting, FDOT is working on a letter that will be sent to all the local partners. It would not be a request for funding but would be a suggested contribution should a local partner want to assist with providing financial support as we move to the PD&E study. Things are continuing to move ahead, and I look forward to further reports on the Sunshine Corridor. Lots of momentum being built.

Agenda Item: Reports – Lynx Connectivity

Presenter: Bruce Detweiler

- August ridership was 50% higher compared to the last fiscal year. For year to date, we're seeing a 12% increase when we compare it to fiscal year 2023.
- Feeder route service for August is showing a 4% decrease total for fixed route and a 21% increase total for NeighborLink.
- Looking to the Sand Lake station to the Airport corridor, we are seeing a 96% increase when compared to last year.

Agenda Item: Reports – Votran

Presenter: Bobbie King

- Ms. King was not present so a report was not given. However, there were slides included in the presentation that can be viewed at a later date.

Agenda Item: Informational Items – SunRail Transition Update

Presenter: John Booker

- The transition continues to move along.
- The banking continues to be our major focus and a critical path going forward. Your CFO's have initiated some conversations on how does the banking look like and what kind of controls are

needed. All those things that CFOs are much more adept at, so when we debut on January 1st we are moving forward and not having any hiccups, or as few hiccups as possible.

- The CFOs are reviewing how the checks will look and the systems and controls for the bank account, so that money going in equals money going out and everybody is copacetic with it, as it were to transpire.
- We're meeting our goals according to the Operations Phasing Agreement and we will continue to make that happen, the best we can.
- **Amy Lockhart:** This came up in our briefing late last week. Are you prepared to talk about some of the additional items that we're going to have to look at that weren't necessarily contemplated in the original agreement about being a direct recipient of federal funding?
- **John Booker:** We're still trying to dive into the direct recipient issue. I was unaware Orange County evidently is proceeding on that path right now; that just came out the other day. I don't have any specific information regarding the direct recipient other than that it was the focus point of our conversation that we had last Wednesday with the groups. The CFO groups were there, there were a couple of attorneys, and your policy staff were also on that call.
- **Amy Lockhart:** I got a briefing from my staff that were a part of that meeting and was assuming that we were going to have everybody updated from that at in this venue, but if we're not prepared to do that maybe can we have that at our next meeting?
- **Chair Brower:** We can, if you will be ready and can have a report ready. Orange County is initiating that process currently. How much time do you need?
- **John Booker:** The October meeting would be a perfect opportunity for us to talk about it.
- **Secretary John Tyler:** Some background for those that may not understand what we are discussing. Part of the Operations Phasing Agreement called for the physical infrastructure or assets to be transferred from FDOT to the CFCRC. A lot of that physical infrastructure was paid for by the federal government through FTA. There are also the funds that FDOT has been receiving over the ten years that we've been operating as operating support that also comes from FTA. Ultimately, we want that to be redirected to the CFCRC. FTA has effectively told both FDOT and the local partners they would like to see the CFCRC become a "direct" recipient and that's a defined term within their bureaucracy. For the transfer of the assets to take place as well as the future funding to go directly to the CFCRC, they're going to need to become a direct recipient. That process of becoming a direct recipient has a path. Many organizations have done it before. FDOT is a direct recipient, and LYNX is a direct recipient. Orange County may be considering going down that path as well. It's not something that can't be done in a matter of months. This change is contemplating or requiring us to look at the Operations Phasing Agreement itself and not necessarily change the agreement, but the milestones for those action steps may need to be adjusted as a result. I think we'll have more information at our next meeting to be able to describe what that process entails, because it will be effort the CFCRC will need to undertake to ultimately achieve that direct recipient's status.
- **Amy Lockhart:** I feel like it's important that we all know what we're anticipating and not be surprised with "Oh, by the way". Since our staff is aware and there's a lot of conversation going on, I feel like it's probably good we all are on the same page about potential modifications needing to happen. I look forward to further updates.

Agenda Item: Action Items

Presenter: Chair Brower

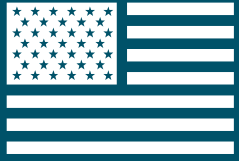
- Action Item:
 - Approval of CFCRC's Fiscal Year 24/25 Budget – Motion to approve by Commissioner Viviana Janer and seconded by Vice Chair Amy Lockhart – passed unanimously.

Agenda Item: Board Member Comments

- **Amy Lockhart:** Regarding the Lake Mary Little League World Series champions and the opportunity to have SunRail partner with us to provide that special event train was phenomenal and I cannot thank you enough those who were involved in pulling that together on such short notice. We weren't sure exactly what the interest level would be and because Seminole County and the City of Lake Mary were doing it as a special event train and paying for it outside of our regular commitment, we were a little leery about doing it for the entire length of the system. My apologies to each of you that we did not send the train to pick up Lake Mary Little League fans in Osceola, Orange, and Volusia. It was really incredible to see those trains packed. We ran it from 8:00 a.m. to about 2:30 p.m, running about every 30 minutes. It was \$14,000 for us to run the train back and forth. I don't know what it typically is; I have nothing for comparison. Because of the quick math we did, 2,400 people and \$14,000, that sounded like something that Seminole County would be very interested in trying to pilot outside of our regular operating hours as a special events. Maybe leading into this fall and wintertime when we have so many different activities in all of our region in all of our counties, whether they be farmers markets or art festivals, I asked Secretary Tyler and his team if they would be willing to put together some type of sample programming for us that we could do as a pilot/dry run because we are just being asked constantly by our citizens to please run the train on weekends. Be aware that we're dipping our toe in the water in Seminole County, and we'd love to talk to any of you about partnering in that, what that may look like because we certainly can't do it on our own for the entire system. We'd like to talk about trying it.
- **Chair Brower:** Perhaps the next step is to open it up to other partners, to partner on a special event in one of our neighboring counties or the City of Orlando. I'm glad it went well. I've actually heard good reports on it.

Next Meeting: October 24, 2024, at 2:00 PM, Lynx Central Station Admin. Building

Meeting Adjourned: 4:25 PM



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:

Esta reunión, proyecto o estudio se lleva a cabo sin distinción de raza, color, origen nacional, edad, sexo, religión, discapacidad o estado familiar. Las personas que deseen expresar sus inquietudes relativas al cumplimiento del Título VI por parte del FDOT pueden hacerlo comunicándose con:

Reyinyon, pwojè, oswa etid sa a ap fèt san konsiderasyon ras, koulè, orijin nasyonal, laj, sèks, relijyon, andikap oswa sitiyaasyon fanmi an. Moun ki vle eksprime enkyetid yo konsènan konfòmite FDOT ak Tit VI ka fè sa lè yo kontakte:

ROGER MASTEN

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State Title VI Coordinator

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WELCOME



APPROVAL

ADOPTION OF SEPTEMBER 30, 2024, MEETING MINUTES



PUBLIC COMMENTS



REPORTS

A. CUSTOMER ADVISORY COMMITTEE

Luis Nieves-Ruiz, Chair

B. TECHNICAL ADVISORY COMMITTEE

Tawny Olore, P.E., Chair

C. AGENCY UPDATE

David Cooke

D. CONNECTIVITY

LYNX Update – Bruce Detweiler

Votran Update – Bobbie King





CAC CHAIR'S REPORT

LUIS NIEVES-RUIZ



TAC CHAIR'S REPORT

TAWNY OLORE, P.E.



AGENCY UPDATE

DAVID COOKE



HURRICANES HELENE & MILTON

Before, during and after the hurricanes, SunRail was in constant communication with riders through social media and on SunRail.com for all updates pertaining to changes in service.

Service was suspended to prepare the corridor and secure equipment.

Within hours of storms passing, crews cleared tracks, assessed damage, and reinstalled gates for regular service.



**SERVICE
HAS BEEN
TEMPORARILY
SUSPENDED.**

www.SunRail.com
SunRail Mobile App
[@RideSunRail](https://www.instagram.com/RideSunRail)





RAIL SAFETY WEEK SUCCESS!

Education and enforcement days were held throughout the beginning of the week at grade crossings with local law enforcement from all four counties.

Results are still coming in, however in one day alone, nearly 200 warnings and citations were issued.

Media availability day and engineer ride along increased engagement and boosted earned media coverage.





TRAIN-TO-THE- GAME IS BACK!!!

SunRail and the Orlando Magic have partnered again for Train-to-the-Game for all 27 weekday home games in the 2024/2025 season.

This promotion allows fans to ride FREE with their game day ticket.

Extended southbound service from Church Street Station at 11:06 PM is sponsored by the Orlando Magic in addition to the regular 10:30 PM northbound train.

See you onboard!





BOO! ON BROADWAY

Kissimmee Main Street's Annual Event took place on Friday, 10/25.

Families rode SunRail to the decorated Kissimmee "Spellbound Station" and walked to the event where SunRail had a booth distributing safety information and treats.

SunRail experienced an impressive 24% ridership increase compared to the last two years.

Special thanks to Alstom for providing an additional northbound train.





MOBILITY WEEK!

10/28 – 11/1

Mobility Week was a statewide cooperative effort by the FDOT and its partner agencies to promote awareness of safe, multimodal transportation choices.

Events during the week

- Try Transit Tuesday - 10/29 Free service all day in collaboration with LYNX with over 6,000 in ridership
- Safety Fair at LYNX Station - 10/29
- Multimodal Workshop at City Hall - 10/29
- New Rollins College student commuter lounge grand opening - 10/29
- Trail to Rail Bike ride with St. John's River-to-Sea Loop Alliance - 11/1



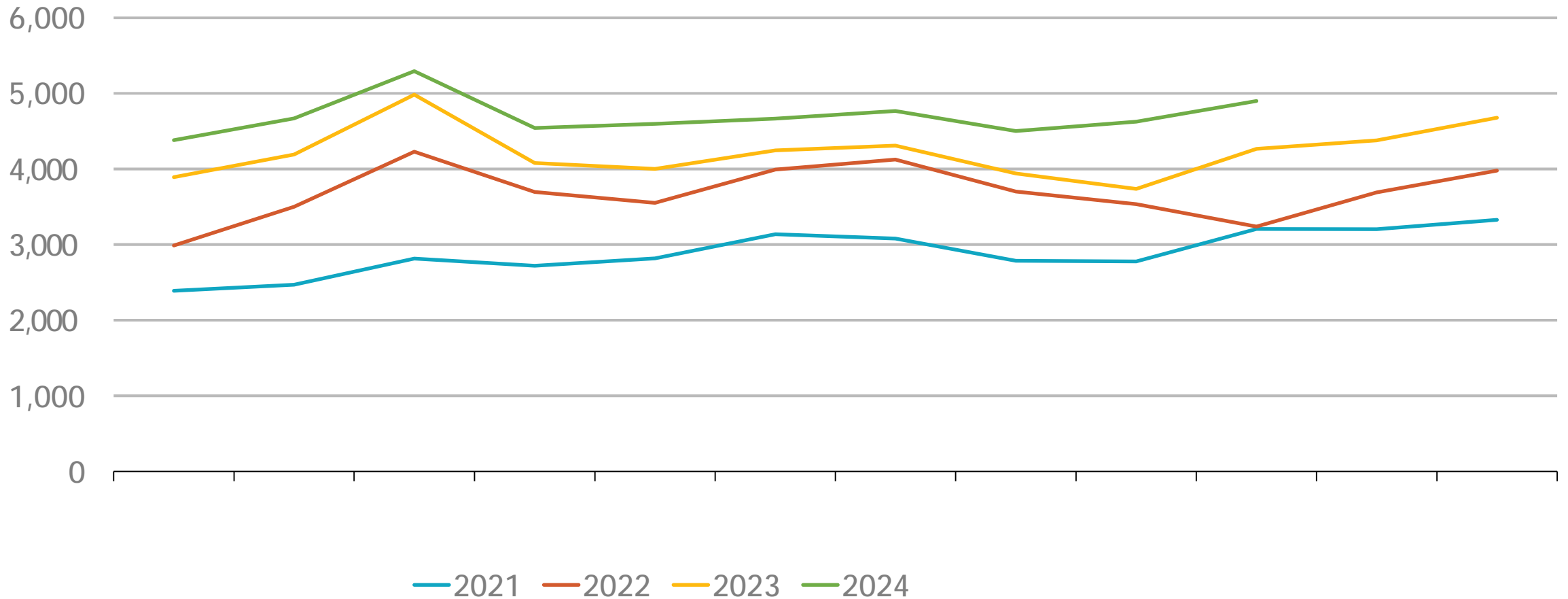
MOBILITY WEEK
WHAT MOVES YOU?





AVERAGE DAILY RIDERSHIP

SEP - OCT AVERAGE - 4,764





ON-TIME PERFORMANCE AVERAGE

SEPTEMBER - OCTOBER 2024

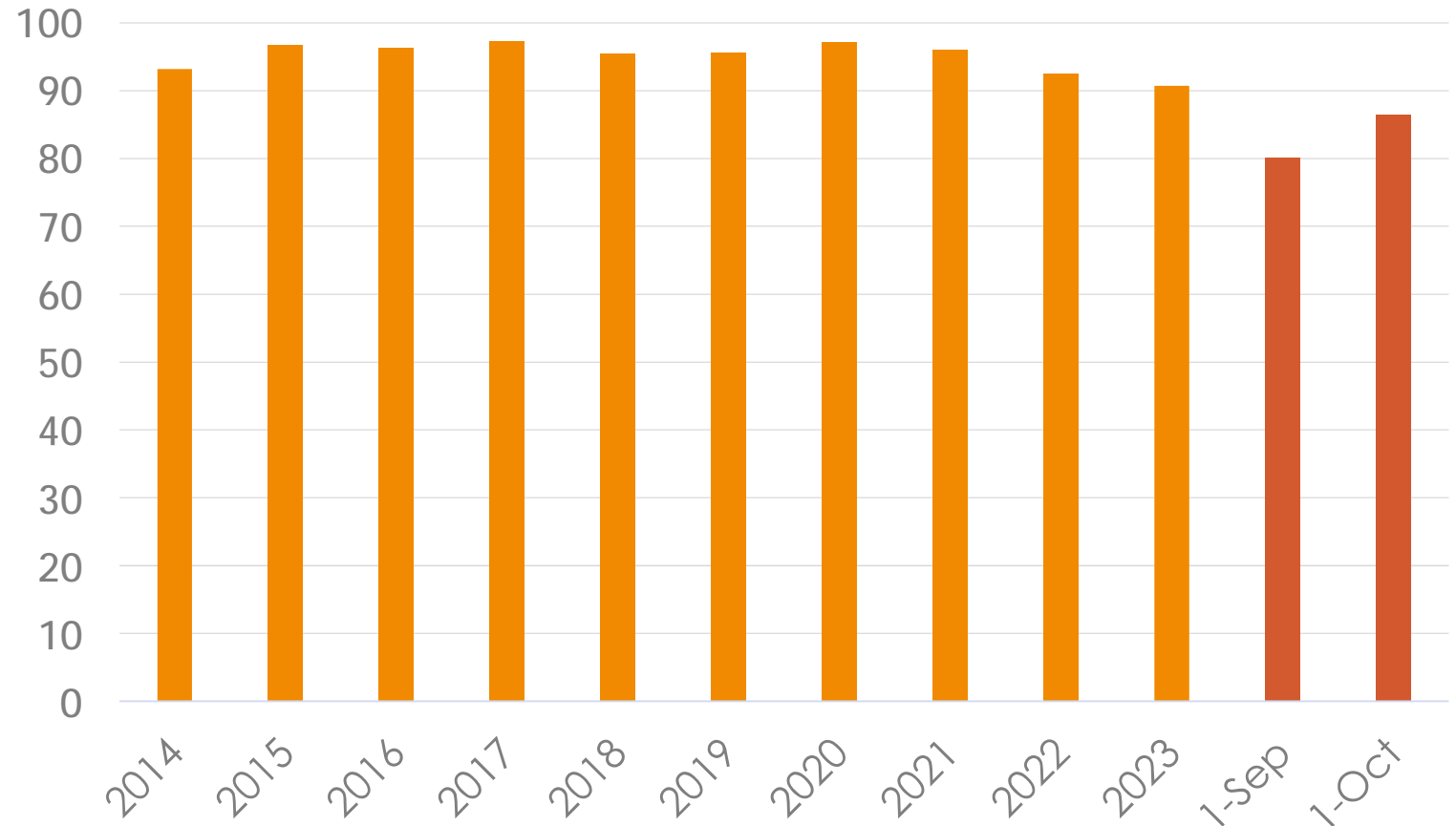
Goal = 95%

Actual = 83.29%

Contract = 98.93%

ABOVE AVERAGE

- On-Time 9 Days
- 38 Operating Days
- Ran 1,520 Trains





LYNX CONNECTIVITY

LYNX Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area

SUNRAIL STATION	Fiscal Year 2024												ANNUAL DAILY AVERAGE
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Days of Operation	22	21	21	22	21	21	22	22	20	22	22	19	21
Sanford	302	301	272	302	303	304	300	311	289	305	289	304	299
Lake Mary	75	76	72	80	84	75	77	83	85	75	92	85	80
Longwood	77	69	59	73	80	76	69	69	71	68	81	76	72
Altamonte Springs	133	130	143	133	129	144	143	150	137	136	161	134	139
Maitland	16	17	22	18	15	18	15	15	15	18	20	15	17
Winter Park/Amtrak	379	379	370	359	397	379	380	422	352	373	385	369	379
AdventHealth	309	290	267	300	309	307	298	308	273	298	347	303	301
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	27	29	26	21	25	29	29	23	20	19	32	38	27
Sand Lake Road	284	311	338	319	381	388	373	411	414	409	397	407	369
Meadow Woods	119	106	92	107	121	102	113	111	98	101	89	109	106
Tupperware	14	14	12	14	13	19	17	17	18	12	14	16	15
Kissimmee Intermodal													
Poinciana	7	9	4	6	8	6	7	7	5	4	12	7	7
Total - All Stations	1,742	1,731	1,677	1,732	1,865	1,847	1,821	1,927	1,777	1,818	1,919	1,863	1,810
Percent change from FY 22 to FY 23	12%	16%	8%	6%	8%	9%	9%	20%	13%	19%	15%	10%	12%



LYNX CONNECTIVITY

LYNX Feeder Bus Route Analysis (Phase II Routes)

LINK	September		Change	% Change
	FY23	FY24		
18	19,999	19,029	(970)	-5%
418	3,981	5,731	1,750	44%
155	645	742	97	15%
306	2,373	2,536	163	7%
604*	185	218	33	18%
831*	802	756	(46)	-6%

* NeighborLink Ridership reporting is recorded from the farebox beginning October 2023.

LYNX Sand Lake SunRail to Airport Average Daily Ridership

LINK	Average Daily Boardings		Change	% Change
	Sep-23	Sep-24		
11,42,111/311	56	90	34	61%



VOTRAN CONNECTIVITY

Activity at DeBary Station	Fiscal year 2023												Annual Daily Average
	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	
Days of Operation	21	20	22	22	20	23	20	22	22	20	23	20	255
Total Monthly Ridership	752	662	734	690	446	514	693	755	521	720	622	695	7,804
Avg Daily Ridership	36	33	33	31	22	22	35	34	24	36	27	35	31

Activity at DeBary Station	Fiscal year 2024												Annual Daily Average
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Days of Operation	22	21	20	22	21	21	22	22	20	22	22	20	255
Total Monthly Ridership	708	604	573	422	467	634	515	555	546	676	508	548	6,756
Avg Daily Ridership	32	29	29	19	22	30	23	25	27	31	23	27	26

Activity at DeBary Station	Fiscal year 2025												Annual Daily Average
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	
Days of Operation	22												22
Total Monthly Ridership	568												568
Avg Daily Ridership	26												26

Note: SunRail service was suspended 10/8/24 through 10/11/24 due to Hurricane Milton and Votran Service was suspended 10/10/24.
YTD: 19.7% decrease compared to same period last year





VOTRAN SUNRAIL CONNECTIVITY





VORIDE-SUNRAIL CONNECTIVITY

VoRide On-Demand Service - Average Daily Boardings & Alightings at Volusia County Stations

Activity at Stations	Fiscal year 2024												Annual Daily Average
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Days of Operation	0	0	0	0	0	0	22	22	20	22	22	20	128
Total Monthly Ridership- DeBary	-	-	-	-	-	-	15	14	12	9	15	6	71
Total Monthly Ridership- DeLand	-	-	-	-	-	-	-	-	-	-	23	58	81
Total Monthly Ridership- Both Stations	-	-	-	-	-	-	15	14	12	9	38	64	152
Avg Daily Ridership	-	-	-	-	-	-	1	1	1	0	2	3	1

Activity at Stations	Fiscal year 2025												Annual Daily Average
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	
Days of Operation	22												22
Total Monthly Ridership- DeBary	11												11
Total Monthly Ridership- DeLand	93												93
Total Monthly Ridership- Both Stations	104												104
Avg Daily Ridership	5												5

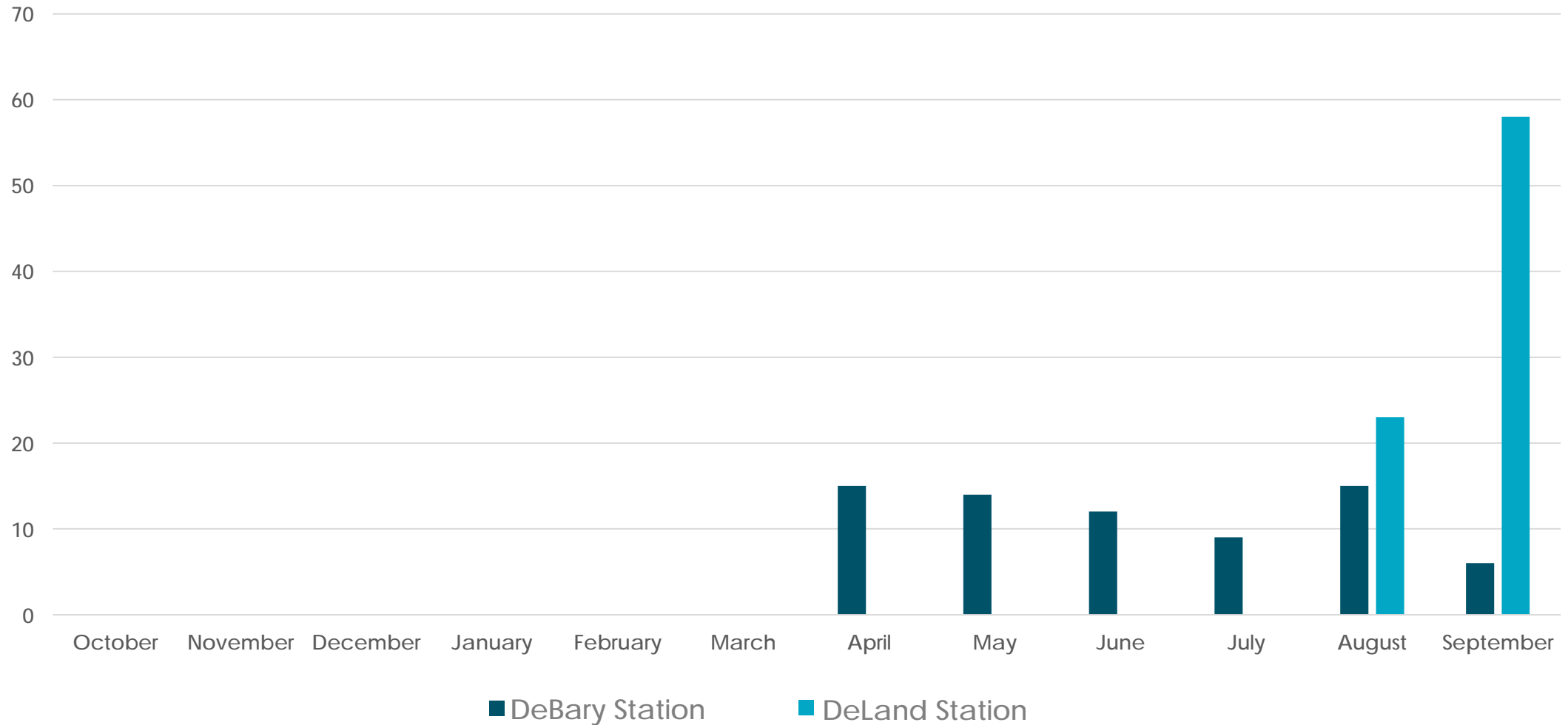
Note, VoRide began service in DeBary on April 8, 2024.

Note: Despite VoRide operating on Saturdays, Days of Operation only includes weekdays as the train only operates weekdays.



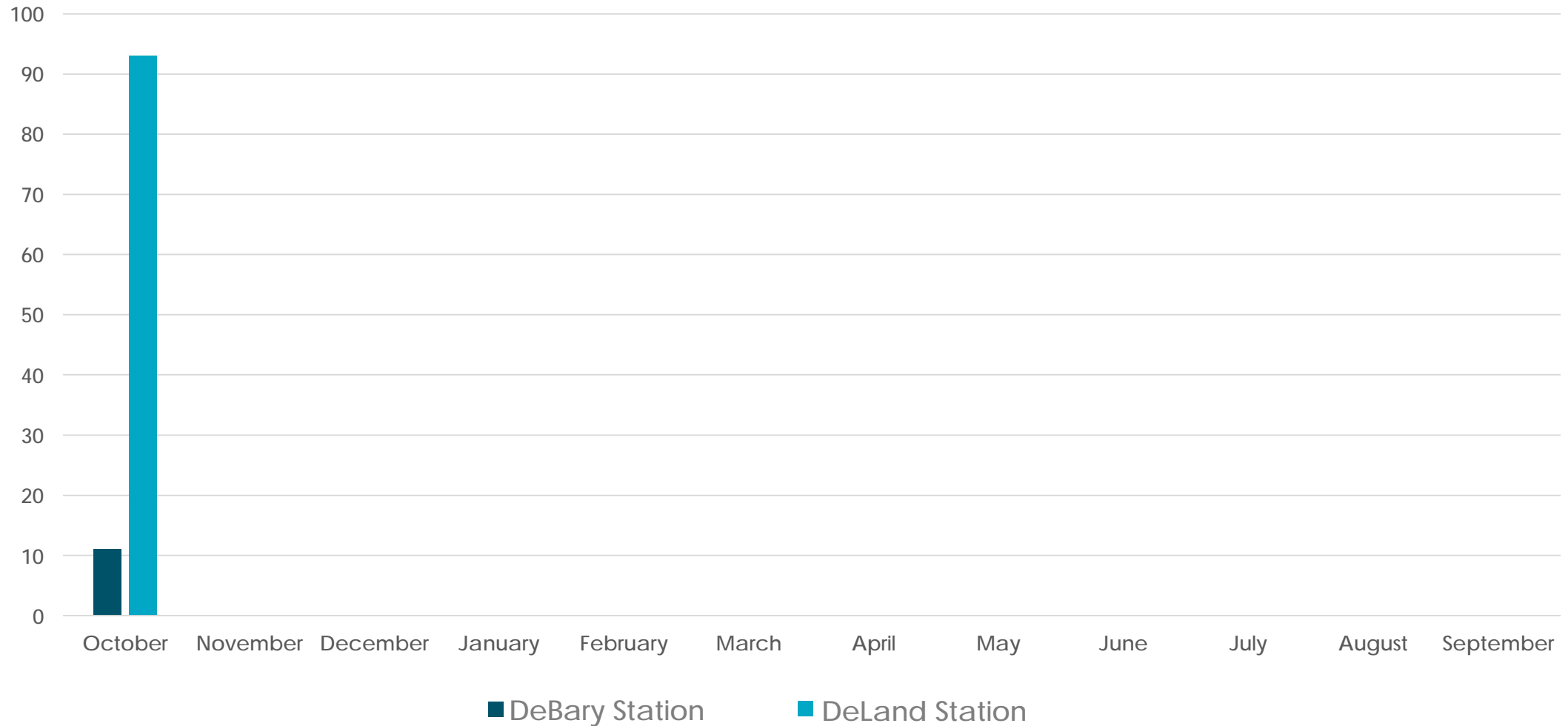


VORIDE - SUNRAIL CONNECTIVITY- FY 2024





VORIDE - SUNRAIL CONNECTIVITY- FY 2025





DELAND SUNRAIL CIRCULATOR

SUNRAIL CONNECTIVITY

Votran DeLand SunRail Circulator Average Daily Boardings

Activity at DeLand Station	Fiscal year 2024												Annual Daily Average
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Days of Operation	0	0	0	0	0	0	22	22	20	22	15	19	34
Total Monthly Ridership	-	-	-	-	-	-	-	-	-	-	289	328	617
Avg Daily Ridership	-	-	-	-	-	-	-	-	-	-	19	17	18

Note, service began August 12, 2024 coinciding with the grand opening of the DeLand SunRail Station.

Note, service was suspended on Sept. 26, 2024 due to Hurricane Helene on this route only.

Activity at DeLand Station	Fiscal year 2025												Annual Daily Average
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	
Days of Operation	21												21
Total Monthly Ridership	341												341
Avg Daily Ridership	16												16

Note, this route was suspended Oct. 8 - 11, 2024 due to Hurricane Milton

Note, service began August 12, 2024, coinciding with the grand opening of the DeLand SunRail Station.





INFORMATIONAL ITEMS

Transition Update- John Booker, Volusia County



BANKING SERVICES PIGGYBACK AGREEMENT



BANKING SERVICES AGREEMENT SUMMARY

AGREEMENT OVERVIEW

- Agreement between the CFCRC and JPMorgan Chase Bank, N.A., pursuant to prior action of the CFCRC
- Piggyback agreement based on LYNX's existing contract
- Same prices and term as LYNX's existing contract
- Includes standard public entity contract requirements



BANKING SERVICES AGREEMENT RECOMMENDED BOARD ACTION

AUTHORIZATION REQUEST

- Approve the agreement as presented and authorize the Chair of the CFCRC to execute the agreement, contingent upon any needed governing board approval of each local funding partner as well as authorization for any necessary administrative changes to these agreements as agreed to by the local government partner's staff
- Authorize the Chair of the CFCRC to execute any additional required bank documents, so long as they are subject to the order of precedence in section 2 of the agreement



UTILIZATION OF QUICKBOOKS ONLINE FOR INTERIM BOOKKEEPING



UTILIZATION OF QUICKBOOKS ONLINE FOR INTERIM BOOKKEEPING

KEY IMPLEMENTATION DETAILS

- The finance officers of each local government have had several meetings in reference to the implementation of the banking contract
- Concurrent with the implementation of a banking agreement, it is necessary to have a way to record and track the financial transactions of the CFCRC (a bookkeeping system)
- Consensus of the finance officer's group was to recommend a programmatic approach to utilizing a low-cost, ubiquitous accounting software to track the limited transactions of the CFCRC, specifically QuickBooks Online
- Recommended to utilize the "Plus" level subscription (currently \$99/month), which allows 5 users (one for each local funding partner)



UTILIZATION OF QUICKBOOKS ONLINE FOR INTERIM BOOKKEEPING

RECOMMENDED BOARD ACTION

AUTHORIZATION REQUEST

- Approval to utilize QuickBooks Online as the interim accounting system for the CFCRC's limited set of financial transactions, contingent upon any needed governing board approval of each local funding partner
- Authorization for staff of the local funding partner serving as Chair of the CFCRC (Volusia County) to register with QuickBooks Online, and set up the initial accounting system for the CFCRC
- Approval for the CFCRC to reimburse whichever local funding partner is utilizing their purchase card to pay for QuickBooks Online currently, and in the future (currently \$99/month)
- Specific information on the parameters of the system have been defined in a set of protocols to also be considered by the CFCRC at this same meeting



INTERIM FINANCIAL PROTOCOLS RELATED TO JOINT OPERATION OF THE CFCRC BANK ACCOUNT



INTERIM FINANCIAL PROTOCOLS RELATED TO JOINT OPERATION OF THE CFCRC BANK ACCOUNT

OVERVIEW

- Initial banking relationship established with JP Morgan Chase Bank
- Single bank account for both contributions and disbursements
- All transactions tracked through QuickBooks Online bookkeeping system
- Authorized representatives for account management: CFCRC Chair, Vice Chair, and Secretary
- Shared responsibility and access to the online bank platform and bookkeeping system



ONLINE BANK ACCESS STRUCTURE – T HREE TIERS DEFINED

Administrators

- One senior finance staff from each local funding partner
- Manage user access rights and permissions, requires dual control for changes
- All rights of Transaction Users and View-Only Users

Transactional Users

- Performs transactions in the bank account, requires dual control to be executed
- All rights of View-Only Users
- Currently no additional users established, exists for the future only

View-Only Users

- Granted access as needed by local funding partners
- Can view statements, reports, and transaction history



BANKING CONTROL AND SECURITY

Key Security Measures

- Multi-factor authentication required for all access
- Dual approval required for all disbursements
- Wire transfers must use pre-approved templates
- Annual review of user access each September
- Immediate access removal upon employment changes
- Individual log-in credentials required for all users



BANKING CONTROL AND SECURITY

Key Security Measures

- Multi-factor authentication required for all access
- Dual approval required for all disbursements
- Wire transfers must use pre-approved templates
- Annual review of user access each September
- Immediate access removal upon employment changes
- Individual log-in credentials required for all users



DISBURSEMENT PROCESS – TWO STEP APPROVAL SYSTEM

STEP 1: Local Funding Partner Approval

- Requires email approval from representatives of all local funding partners
- Can be senior officials from finance, transportation, or administration

STEP 2: Bank Platform Processing

- One Administrator/Transaction User initiates payment
- Second Administrator/Transaction User must approve
- All wire transfers must use approved templates, which also require dual control to establish



ACCOUNTING SYSTEM AND RECORDS

QuickBooks Online Responsibilities

- Recording transactions: Chair's funding partner
- Bank reconciliations: Vice Chair's funding partner
- Financial review: Secretary's funding partner
- Reports required within 6 months of fiscal year end
- Audit trail tracking enabled

Other Factors

- Follow Government Accounting Standards Board (GASB) standards
- Uses, to the extent possible within QuickBooks, the Florida Uniform Chart of Accounts for Local Governments



COLLABORATION

- A senior finance official designated for each local funding partner in this arrangement has reviewed multiple versions of the document, suggested changes, and finally met to accept the language in this document on Friday, November 8, 2024
 - City of Orlando – Michelle McCrimmon
 - Orange County – Kurt Petersen
 - Orange County Comptroller's Office – Christopher Dawkins and Laurie Bauer
 - Seminole County – Lorie Bailey Brown
 - Osceola County – Amanda Clavijo and Leslie Felix
 - Volusia County – Ryan Ossowski



BOARD ACTION

Recommended Board Action

- Approval of the Interim Financial Protocols Related to Joint Operation of the CFCRC Bank Account, contingent upon any needed governing board approval of each local funding partner

NOTE:

Deferral of action to the next CFCRC meeting pauses progress on setting up a bank account, which would also delay invoicing and subsequent payment to FDOT



ACTION ITEMS

- A. Approval of entering into a piggyback agreement (LYNX Contract #23-C95 dated March 6, 2024) with Chase Bank for Commission banking services conditioned upon Local Funding Partner's approval of agreement, as necessary
- B. Approval of purchasing Quick Books software for financial tracking conditioned upon Local Funding Partner's approval of agreement, as necessary
- C. Approval by the CFCRC of interim financial protocols conditioned upon Local Funding Partner's approval of procedures, as necessary
- D. Approval of the Locally Funded Agreement between the State of Florida Department of Transportation and the Central Florida Commuter Rail Commission conditioned upon Local Funding Partner's approval of agreement, as necessary



ACTION ITEMS

- A. Ratification of Volusia County Customer Advisory Committee Member, Paul Satchfield
- B. Re-appointment of Seminole County Customer Advisory Committee Member, Dorothy O'Brien



BOARD MEMBER COMMENTS



NEXT MEETING

DECEMBER 12, 2024, 2:00 PM

Lynx Central Station
Administration building



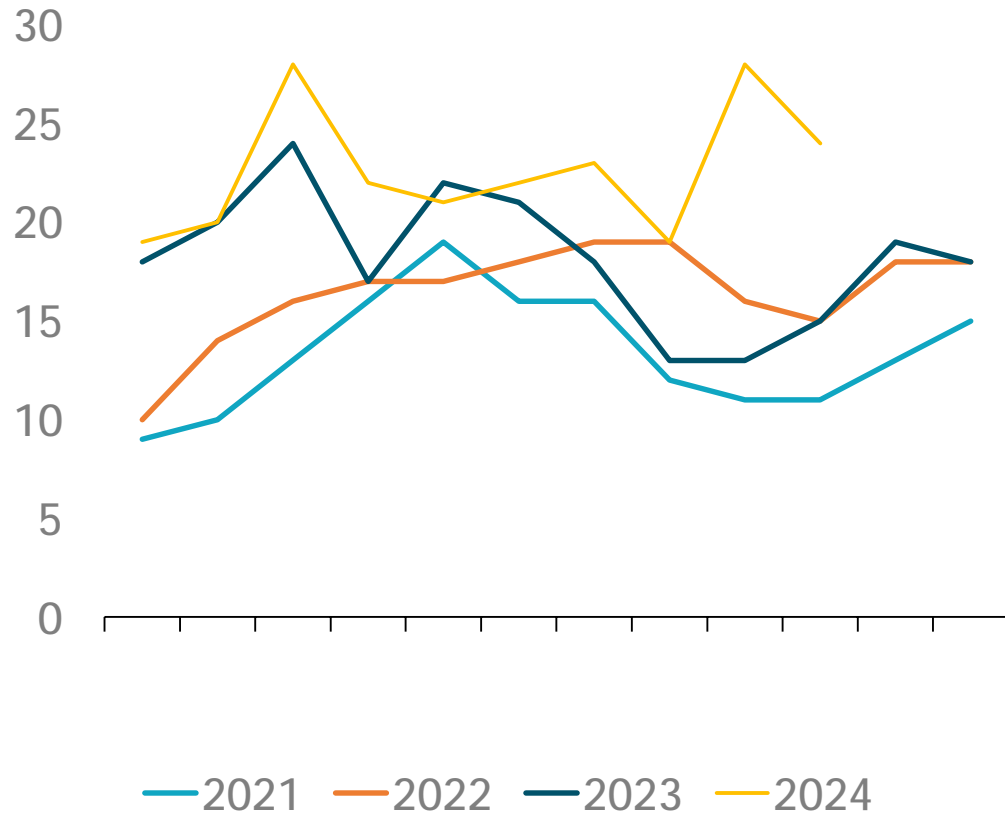
SUPPORTING CHARTS AND DATA



ONBOARD STATS

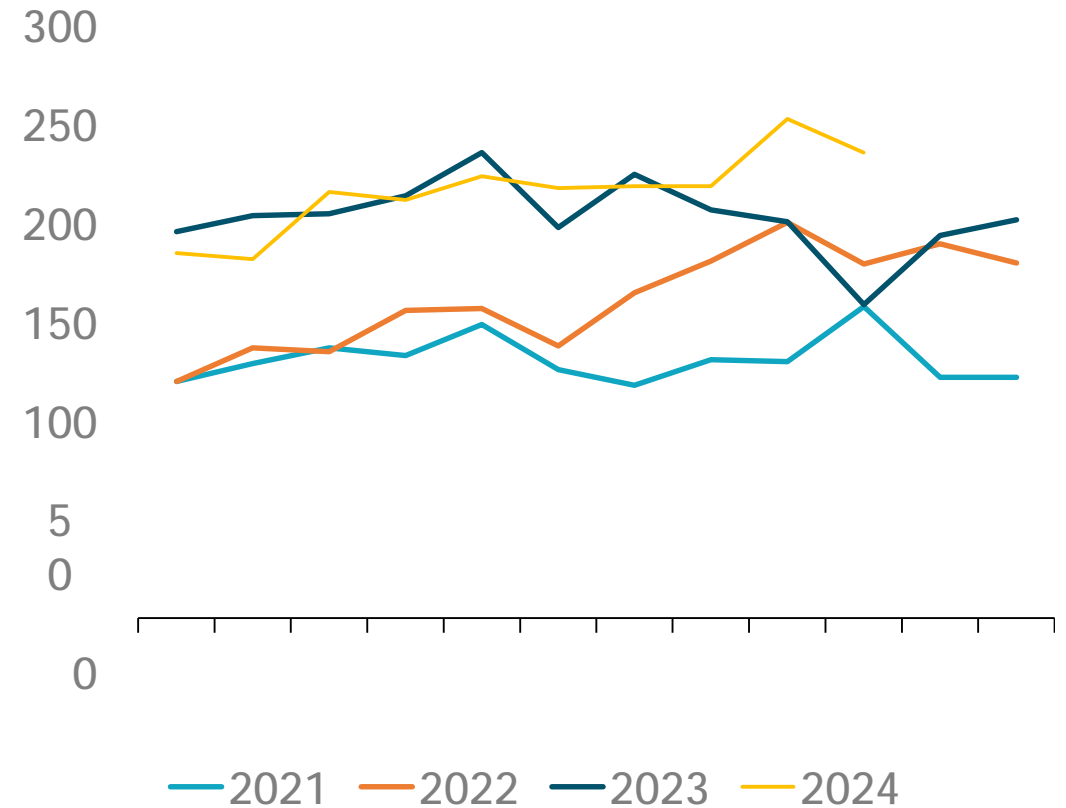
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Sep - Oct '24 Average: 26



BICYCLE

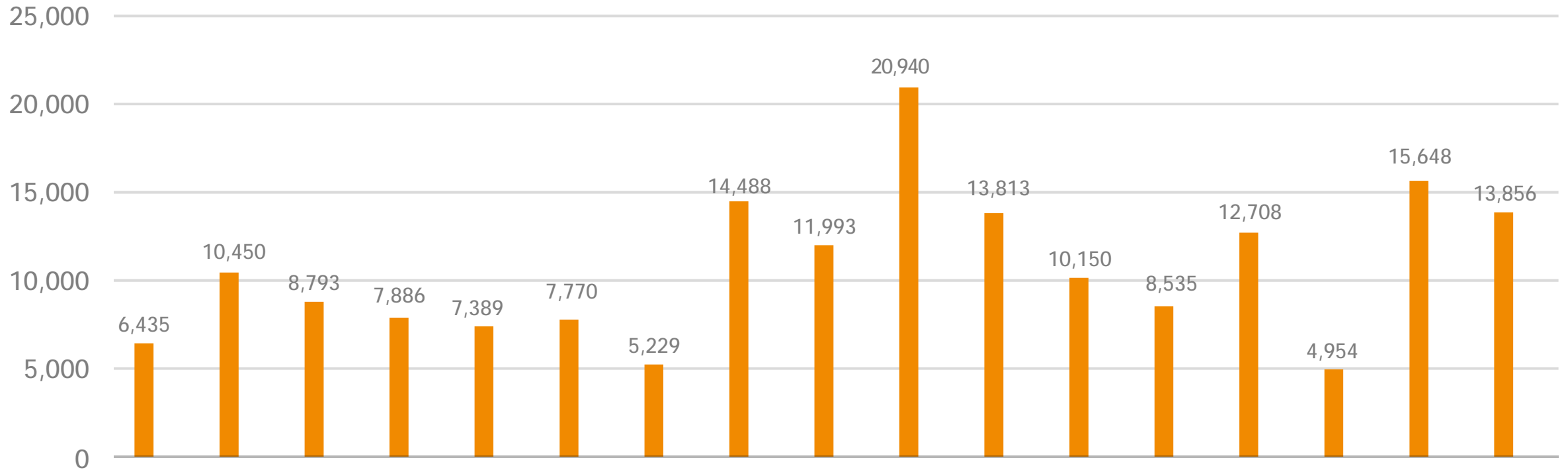
Sep - Oct '24 Average: 245





BOARDING BY STATION

RIDERSHIP SEP - OCT 2024

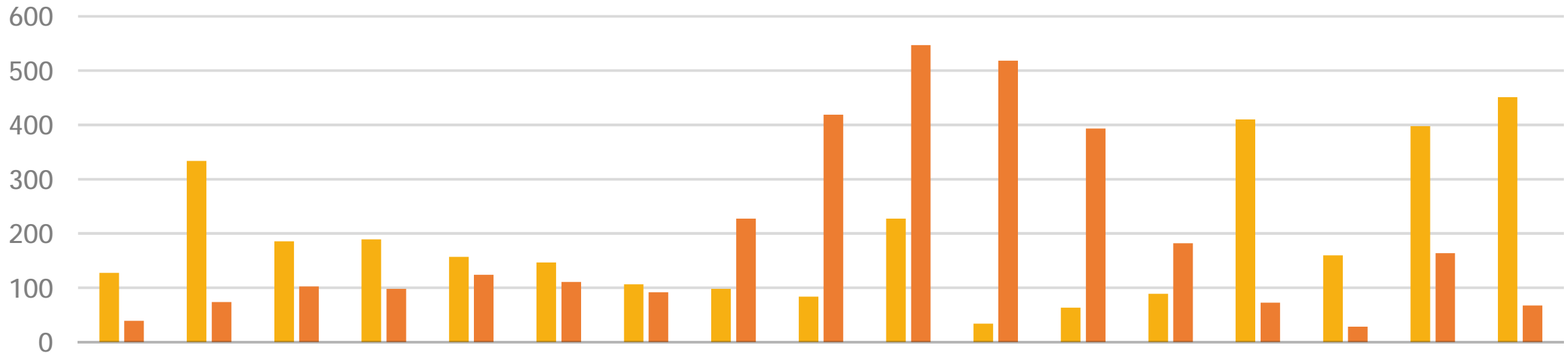




BOARDING & ALIGHTINGS

SEP - OCT 2024

AM PEAK
5:45AM - 8:45AM (NB FROM POINCIANA)



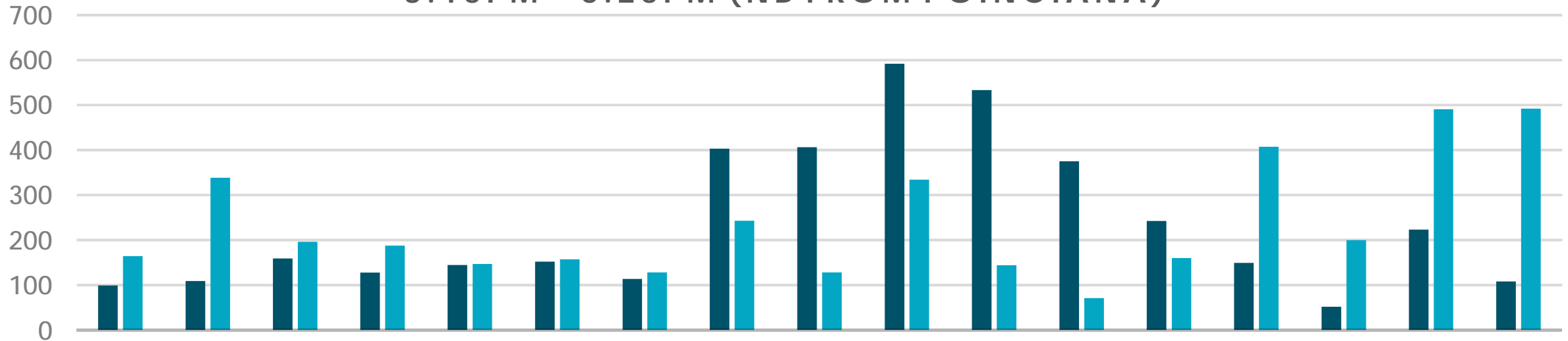
Boardings Alightings



BOARDING & ALIGHTINGS

SEP - OCT 2024 P

M PEAK
3:15PM - 6:25PM (NB FROM POINCIANA)



■ Boardings

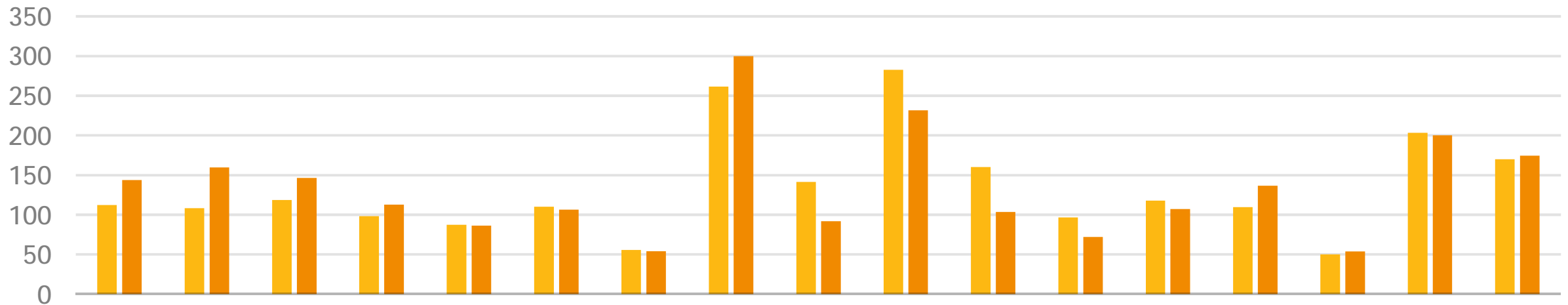
■ Alightings



BOARDING & ALIGHTINGS

SEP - OCT 2024

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

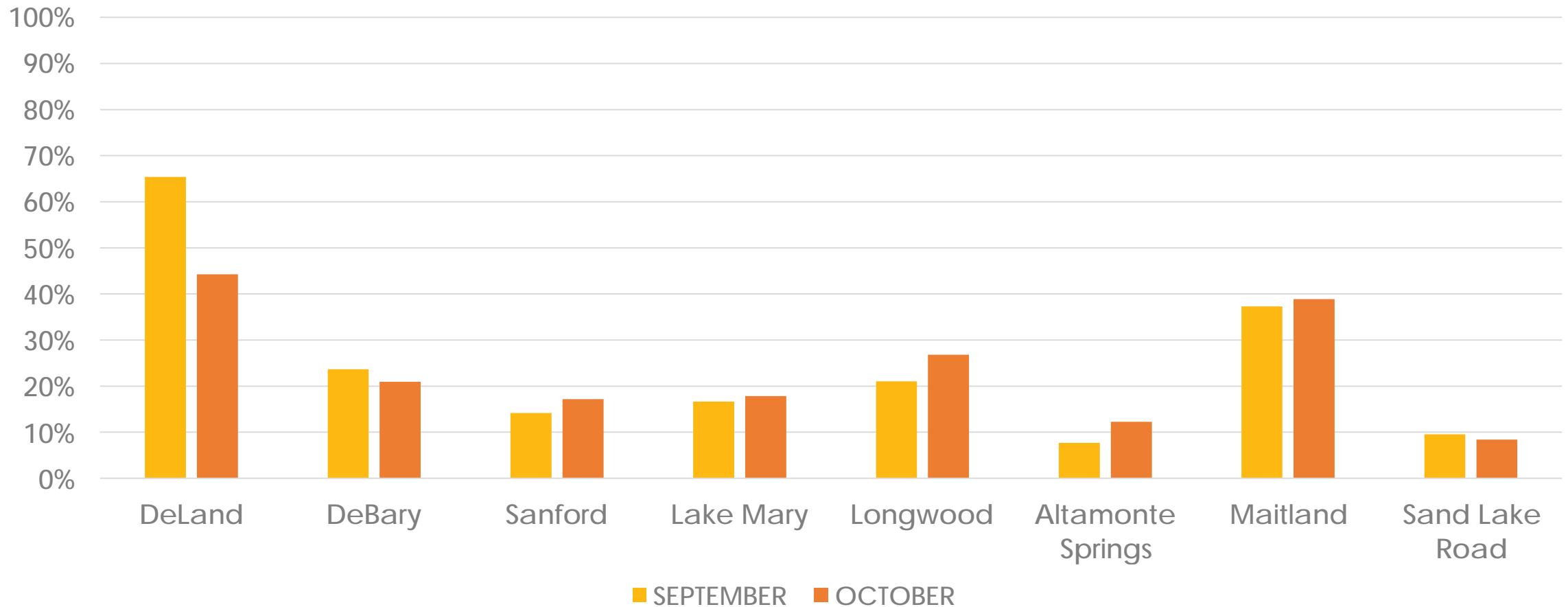


Boardings Alightings



IOS STATION PARKING

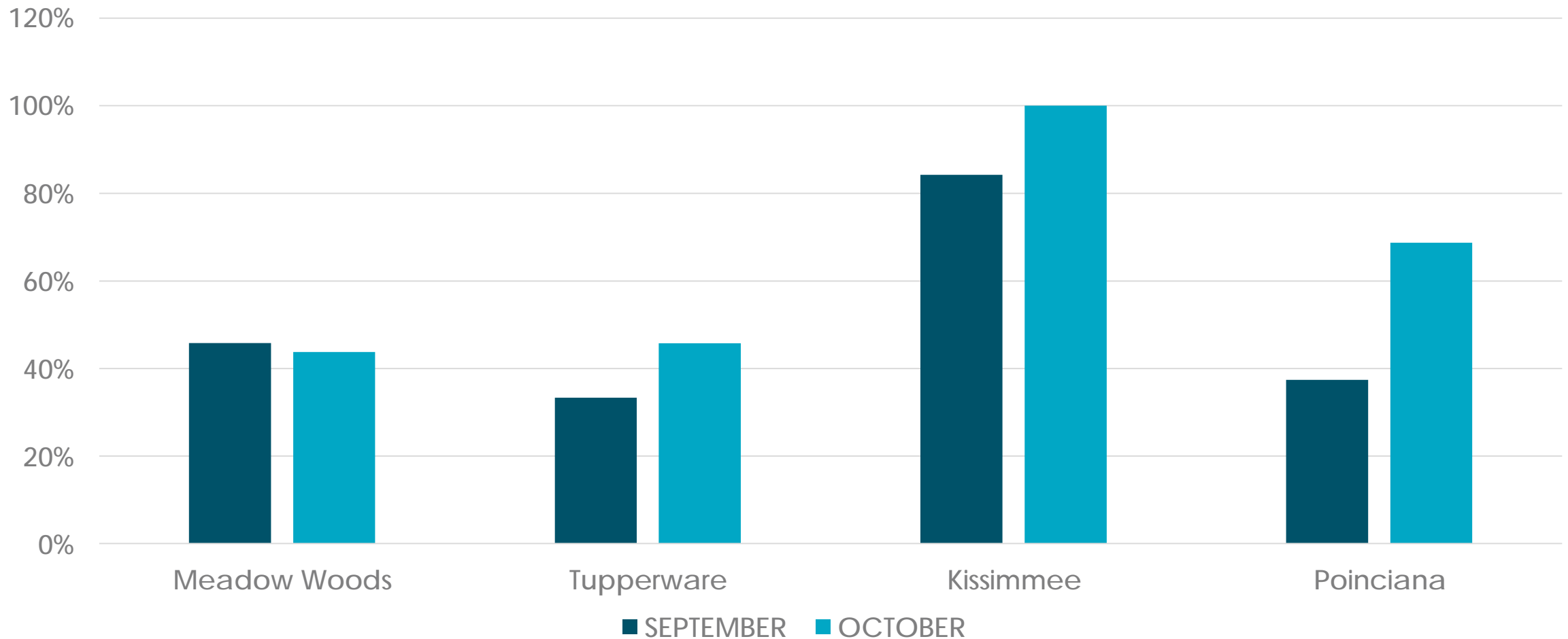
SEP - OCT 2024





SOUTHERN EXPANSION STATION PARKING

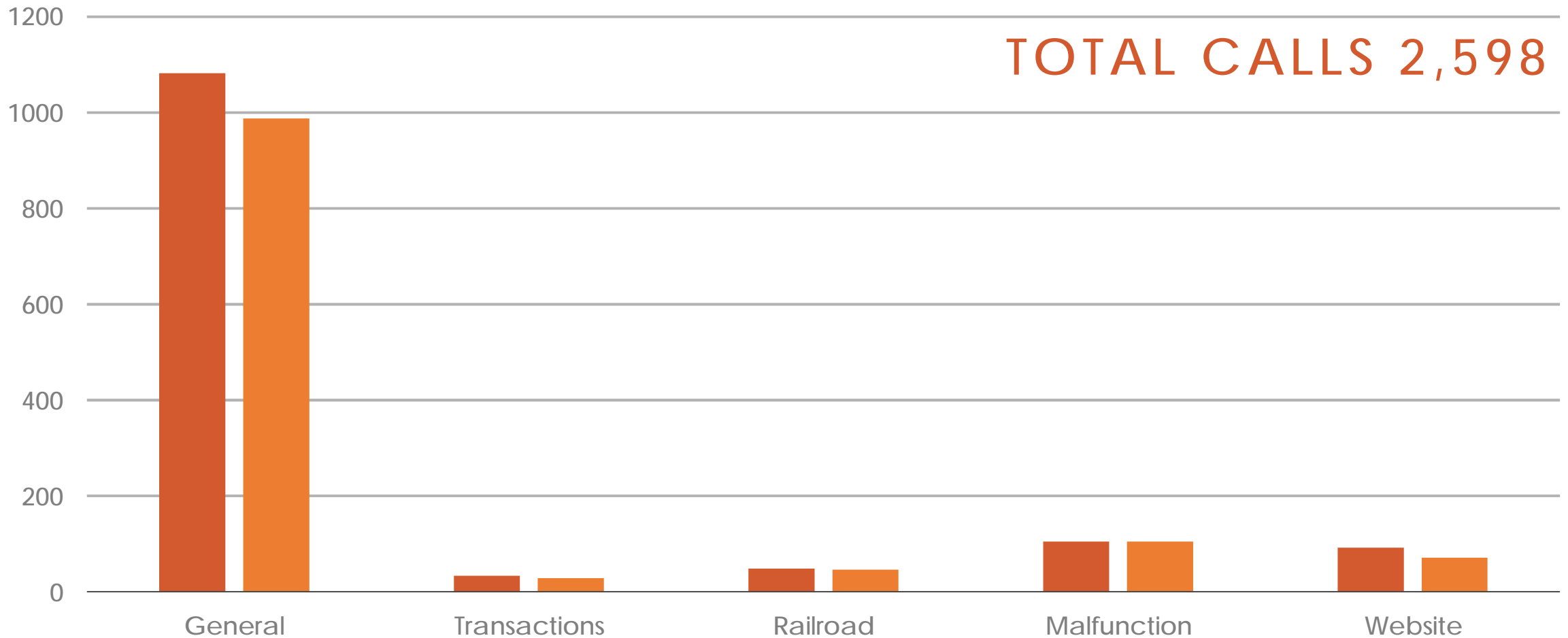
SEP - OCT 2024





CUSTOMER SERVICE CALLS

SEP - OCT 2024





TRAIN PERFORMANCE DETAIL

SEP - OCT 2024

TRAIN PERFORMANCE OVERVIEW	Trains	Percentage
On-Time	1,266	83.3%
Late	234	15.4%
Annulled	20	1.3%
Total Trains Operated	1,520	100.0%

PERFORMANCE DETAIL	Days	Trains	Percentage
Injuries/Illnesses	1	1	0.07%
Maintenance of Way	17	40	2.6%
Mechanical	10	17	1.1%
Other	4	4	0.3%
Passengers	14	23	1.5%
Signals & Components	20	64	4.2%
Train Interference	21	41	2.7%
Trespasser/Grade Crossing/Near Misses	9	43	2.8%
Weather	3	21	1.4%
Total (Rounded)		254	16.7%

Note: Only categories with a value greater than zero are displayed and rounded to one decimal.



REVENUE INCIDENTS BY CITY/COUNTY

SEP - OCT 2024

2

1

0



■ SunRail

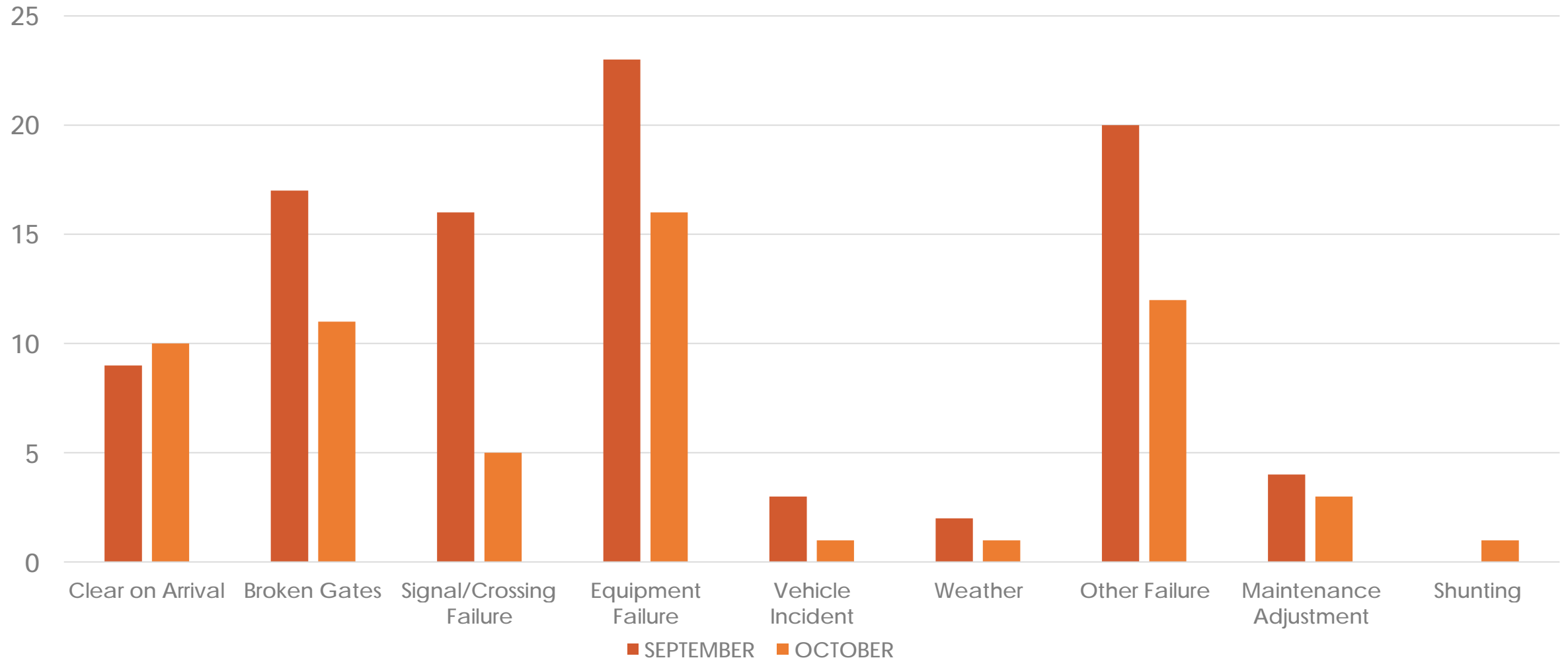
■ Amtrak

■ CSX



CFRC SIGNAL SYSTEM INCIDENTS

SEP - OCT 2024





QUIET ZONES

JURISDICTION	STATUS
Edgewood	Quiet Zone Established
Orange County	Quiet Zone Established Additional Quiet Zone Locations – Taft-Vineland Rd – In-service on Nov 3, 2024
Maitland	Quiet Zone Established
Winter Park	Quiet Zone Established
Seminole County	Quiet Zone Established
City of Orlando	Quiet Zone Established
City of Kissimmee	Quiet Zone Established

OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT
Alstom - Operations
Alstom - Maintenance
Alstom - Incentive/disincentive
moovel Fare Collection O&M
Herzog - Signal Maintenance of Way
WiFi and APC O&M, Cellular for Comms
Fleet Management Witronix O&M
Green's Energy - Fuel
Gallagher - Insurance
Amtrak/Alstom/Herzog - Preventative Maintenance
Alstom/Amtrak SOGR Heavy vehicle Maintenance
Banking, Merchant, and Armored Car Services
Station and Onboard Security
PTC O&M (Herzog & Alstom)
Subtotal - System operating costs

ANNUAL BUDGET
\$ 14,218,190
\$ 17,239,721
\$ 1,572,896
\$ 1,541,202
\$ 3,958,813
\$ 315,000
\$ 105,000
\$ 4,100,000
\$ 5,000,000
\$ 2,860,000
\$ 4,400,000
\$ 152,250
\$ 1,386,000
\$ 11,000,000
\$ 67,849,071

FISCAL 24/25 YTD Sep 30th, 2024	
BUDGET	ACTUAL
\$ 3,554,547	\$ 2,866,723
\$ 4,309,930	\$ 4,017,647
\$ 393,224	\$ 197,023
\$ 385,301	\$ 3,084
\$ 989,703	\$ 928,803
\$ 78,750	\$ -
\$ 26,250	\$ 20,549
\$ 1,025,000	\$ 727,101
\$ 1,250,000	\$ -
\$ 715,000	\$ 504,667
\$ 1,100,000	\$ 758,133
\$ 38,063	\$ 25,123
\$ 346,500	\$ 340,370
\$ 2,750,000	\$ 2,097,977
\$ 16,962,268	\$ 12,487,199

Consultant Support

\$ 12,800,000

\$ 3,200,000	\$ 3,474,966
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TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT
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\$ 80,649,071

\$ 20,162,268	\$ 15,962,164
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OPERATING REVENUE	ANNUAL BUDGET	FISCAL 24/25 YTD Sep 30th, 2024	
		BUDGET	ACTUAL
Farebox revenue	\$2,205,000	\$551,250	\$435,812
CSX usage fees	\$3,525,648	\$881,412	\$790,454
Amtrak usage fees	\$988,769	\$247,192	\$266,256
FCEN usage fees	\$20,000	\$5,000	\$0
Right-of-way lease revenue	\$125,000	\$31,250	\$27,164
Ancillary revenue	\$323,580	\$80,895	\$216,072
<i>Subtotal - System revenue</i>	\$7,187,997	\$1,796,999	\$1,735,758
FTA §5307 - Urbanized Area Grant Funds	\$13,500,000	\$13,500,000	\$13,500,000
FDOT PTC Contribution	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
FTA 5337 - State of Good Repair	\$4,600,000	\$4,600,000	\$4,600,000
TOTAL OPERATING REVENUE	\$30,287,997	\$24,896,999	\$24,835,758

OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	ANNUAL BUDGET	FISCAL 24/25 YTD Oct 31st, 2024	
		BUDGET	ACTUAL
Alstom - Operations	\$14,218,190	\$4,739,397	\$4,417,988
Alstom - Maintenance	\$17,239,721	\$5,746,574	\$5,356,863
Alstom - Incentive/disincentive	\$1,572,896	\$524,299	\$394,819
moovel Fare Collection O&M	\$1,541,202	\$513,734	\$9,452
Herzog - Signal Maintenance of Way	\$3,958,813	\$1,319,604	\$1,218,655
WiFi and APC O&M, Cellular for Comms	\$315,000	\$105,000	\$0
Fleet Management Witronix O&M	\$105,000	\$35,000	\$30,824
Green's Energy - Fuel	\$4,100,000	\$1,366,667	\$802,484
Gallagher - Insurance	\$5,000,000	\$0	\$0
Amtrak/Alstom/Herzog - Preventative Maintenance	\$2,860,000	\$953,333	\$490,663
Alstom/Amtrak SOGR Heavy vehicle Maintenance	\$4,400,000	\$1,466,667	\$840,003
Banking, Merchant, and Armored Car Services	\$152,250	\$50,750	\$30,934
Station and Onboard Security	\$1,386,000	\$462,000	\$423,261
PTC O&M (Herzog & Alstom)	\$11,000,000	\$3,666,667	\$2,808,735
Subtotal - System operating costs	\$67,849,071	\$20,949,690	\$16,824,681
Consultant Support	\$12,800,000	\$4,266,667	\$4,901,397
TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	\$80,649,071	\$25,216,357	\$21,726,078





OPERATING REVENUE	ANNUAL BUDGET	FISCAL 24/25 YTD Oct 31st, 2024	
		BUDGET	ACTUAL
Farebox revenue	\$2,205,000	\$735,000	\$577,787
CSX usage fees	\$3,525,648	\$1,175,216	\$894,620
Amtrak usage fees	\$988,769	\$329,590	\$386,108
FCEN usage fees	\$20,000	\$6,667	\$0
Right-of-way lease revenue	\$125,000	\$41,667	\$59,988
Ancillary revenue	\$323,580	\$107,860	\$230,073
<i>Subtotal - System revenue</i>	\$7,187,997	\$2,395,999	\$2,148,575
FTA §5307 - Urbanized Area Grant Funds	\$13,500,000	\$13,500,000	\$13,500,000
FDOT PTC Contribution	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
FTA 5337 - State of Good Repair	\$4,600,000	\$4,600,000	\$4,600,000
TOTAL OPERATING REVENUE	\$30,287,997	\$25,495,999	\$25,248,575

