



W E L C O M E





Central Florida Commuter Rail Commission

Date: January 23, 2025

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 November 14, 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 Technical Advisory Committee (TAC) Update – Tanya Wilder, 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
 - Ridership and Growth Strategies - Mark Calvert, Evolve



Central Florida Commuter Rail Commission

VIII. Action Items

- Consideration of Award for the SunRail Attorney Services Agreement to Kaplan Kirsch LLP - Brijesh Patel, Seminole County
- Ratification of CAC Members
- Election of Officers - Ryan Mahler, FDOT Senior Attorney for District Five

IX. Board Member Comments

X. Other Business

- Next Meeting – February 27, 2025

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.

Central Florida Commuter Rail Commission Meeting

November 14, 2024
2:00 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 2:03 PM	
Pledge of Allegiance and Confirmation of Quorum	
Approvals: Adoption of the meeting minutes from September 30, 2024, passed unanimously.	Presenter: Chair Brower
Public Comments: <ul style="list-style-type: none"> Tom Connelly, 5552 Wind Meadow Street, Altamonte Springs, Florida - I'm trying to follow what the activities are, and I'm looking for some direction and guidance. I think there's very low ridership and the costs are increasing quite a bit; so, it's a major problem. I've noticed during this period that there was the July 4th event, the Lake Mary Little League Baseball Championship celebration, and hurricane interruptions. In March, the Winter Park Art Festival and the NCAA tournament seemed to impact the ridership levels, but these are not commuters. How are they computed in with that total? I wish there would be some clarification on the charts showing how ridership is varied from month to month. I also am not seeing any significant change in the fare box, even though I keep hearing there is increased ridership. Will future documents contain some type of clarification on that? Those are the major items I wanted to address. I would appreciate it if the Board could improve on the clarity of these items. 	Presenter: Chair Brower
Agenda Item: Reports – Customer Advisory Committee <ul style="list-style-type: none"> Due to Mr. Nieves-Ruiz's absence, no report was given. 	Presenter: Luis Nieves-Ruiz
Agenda Item: Reports – Technical Advisory Committee <ul style="list-style-type: none"> Since Ms. Olore was unable to attend, Vice Chair Chrissy Martin provided the TAC Chair's report. Did not have a quorum for the last Technical Advisory Committee meeting. Received updates from FDOT, Votran, and LYNX. The Local Funding Partners will be sending the Locally Funded Agreement back to their respective Boards in December. The next meeting is scheduled for January, and we will discuss transition at that time. 	Presenter: Tawny Olore
Agenda Item: Reports – Agency Update <ul style="list-style-type: none"> In September and October, service was suspended for Hurricane Helene (September 26th) and Hurricane Milton (October 8th through 11th). <ul style="list-style-type: none"> 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. 	Presenter: David Cooke

- 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.
- Rail Safety Week Success! – September 23rd through September 27th
 - 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 Orlando Magic have partnered again for Train-to-the-Game for all 27 weekday home games of 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 p.m. is sponsored by the Orlando Magic in addition to the regular 10:30 p.m. northbound train.
- Boo! On Broadway
 - Kissimmee's Main Street Annual Event took place on Friday, October 25th.
 - 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 – October 28th through November 1st
 - Statewide cooperative effort by FDOT and our partner agencies to promote awareness of safe, multimodal transportation options.
 - Events during the week:
 - Try Transit Tuesday – October 29th – Free service all day in collaboration with LYNX which resulted with over 6,000 in ridership.
 - Safety Fair at LYNX Station – October 29th.
 - Multimodal Workshop at City Hall – October 29th.
 - New Rollins College student commuter lounge grand opening – October 29th.
 - Rail to Trail Bike Ride with St. John's River-to-Sea Loop Alliance – November 1st.
- Average Daily Ridership – September and October – 4,764.
- Average On Time Performance – September and October – Goal 95%; Actual 83.29%; Contract 98.93%.
- Above Average – On-Time 9 Days; 38 Operating Days; Ran 1,520 Trains.
- **Amy Lockhart:** In light of the public comment and the question was asked about ridership numbers, is there a way for special event trains to tease out the difference between a commuter on the same train for someone that would be a special event rider?
- **David Cooke:** We could compare the numbers from previous years or previous days to see what the uptick is. If there's a specific number, hard number it is difficult to ascertain.
- **Mayor Demings:** The on-time performance for September and October was 83.29% and the goal is 95%. Can you talk a little bit about strategies you will use to get it up to meet the goal?
- **David Cooke:** A large percentage of that is due to the work on the south end of the corridor, which is part of our CRISI Project to upgrade to double track in that section. That work is wrapping up, and we look forward to that. Those slow orders in that area should decrease so that we should be able to get back up on the performance. Also, in September we did have a trespasser strike, which indeed reduced our service for that day.
- **Mayor Demings:** So, there were some extraordinary things that happened affecting it at least on one or several days.

Agenda Item: Reports – Lynx Connectivity**Presenter:** Bruce Detweiler

- In September, we saw a 10% increase when compared to last year and September is the end of our fiscal year. So, we are seeing a 12% increase for the entire fiscal year when compared to last year.
- Our feeder route service for September averaged about a 4% increase for fixed routes when you combine it all together, and a 1% decrease for Neighbor Link.
- The Sand Lake Station to the Airport Corridor reflecting improvements we made on that corridor is showing a 61% increase when compared to September of last year.
- **Viviana Janer:** On your ridership by station, I want to make sure Meadow Woods in the month of August is correct. It says 1,489, but that doesn't seem to be in line with the rest of the month. Is that a typo?
- **Bruce Detweiler:** That is a typo. I'll make sure we get that corrected.

Agenda Item: Reports – Votran**Presenter:** Bobbie King

- September was like the last few months, but overall, the same period from last year, we're down almost 20%.
- This trend is somewhat common for the entire fiscal year.
- We also have the micro transit service called VoRide that provides rides to both DeBary and DeLand. Those numbers are starting to tick up especially in DeLand, which is our primary service for the DeLand Station. We're looking at an average daily ridership of about five between the two stations.
- We also have the DeLand SunRail Circulator. This is something that we provide for the city of DeLand. It goes to downtown DeLand to and from the DeLand SunRail Station. We continue to see good ridership on it. Some days are very interesting numbers upwards of almost 50 a day. Overall, the daily ridership is about 16 due to the other lower days of the week. Some of these numbers for October were a little lower than expected because of the hurricanes.

Agenda Item: Informational Items – SunRail Transition Update**Presenter:** John Booker

- I'm going to defer to our Chief Financial Officer. Most of the action items that you see before you today would be contained in a transition update, so I'm going to introduce Ryan Ossowski, who's our Chief Financial Officer, to go over a couple of those actions. I'm moving into action items right now and then I'll be handling one of the action items myself.
- I'm Ryan Ossowski, Chief Financial Officer for Volusia County government. After the last CFCRC meeting where the Board approved for the concept of a piggyback with using the LYNX contract with JP Morgan Chase Bank, John Booker came back to Volusia County to start that implementation process. We worked with Chase Bank to get a short term and conditions agreement for a piggyback that sits on top of the main agreement that LYNX entered; same prices and terms as LYNX's existing contract and it includes all the standard public entity contract requirements. It was opined through some of our legal counsel working together as the Local Funding Partners, that the exact terms and conditions of this agreement did still need to come back in front of the Board for a final approval. I have a recommended motion on the next slide due to the timing of some of this. For our county, we need the governing board approval. The motion is a little long, but that is the recommended motions to approve the agreement contingent upon any necessary governing board approvals. We think we have final terms with the bank today based on some comments we've received from some of our legal contacts at the other funding partners. We think we have an agreeable agreement between because the bank must agree to all those changes. I think all six parties are on the same page at this point, but we just finalized that today and we may circulate that around one more time. There is the need for any administrative changes to make up for any legal issues or any other small thing that might come about. That's why that motion is additionally longer than it is. With any banking implementation, the bank will have additional forms that it will require us to sign. It may have product sheets that it wants us to agree to and such to not delay opening the bank account so that we can move forward with the transition and be able to fund the LFA that's also going to be discussed here today. We don't want to have to wait for any additional approvals once the bank presents those

to us, so I'm asking for approval for the Chair to be authorized to execute any additional documents as they are described in the order of precedence in the main agreement.

- Amy Lockhart: I need some clarification. The proposed motion on the screen does not match the proposed motion on the printed-out slide. I want to make sure that for public records purposes, what will be read from the screen somehow needs to be indicated in the documents that that doesn't match.
- Ryan Ossowski: Yes, I forgot to mention that. With some of the last-minute nature and the timing of this with having to add that contingency for Local Funding Partner Board approval, we had to add that additional language. There is a set of legal slides that are in the very back of your packet. I gave you those revised slides. They don't look the same as this presentation because I found out later that our SunRail team transitioned these to look like the rest of the PowerPoint, but I did provide that language to you and we also provided it to FDOT/SunRail for documentation purposes.
- Utilization of QuickBooks Online for Interim Bookkeeping
 - The CFOs 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 financial transactions of CRCRC (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 CRCRC, specifically QuickBooks Online.
 - Recommended to utilize the "Plus" level subscription (currently \$99/month), which allows five user (one for each local funding partner).
- We've come to an agreement tentatively pending this Board's approval.
- A bank system is not an accounting system. An accounting system that your governments each use as a large implementation, and that's not what we're talking about. We're talking about a simple set of books right now because the set of financial transactions as it stands is just collecting the five checks from the funding partners and then paying the FDOT, the one unified check.
- There could be some bank fees and the cost of QuickBooks itself.
- It's envisioned that in the future, the attorney agreement, which is currently being handled through Seminole County and the clerk's office as an escrow, could eventually be an expense directly in the Board's bank account. So, maybe that would need to be accounted for.
- This is not envisioned as a long-term solution as some of your finance officers had intimated to me, but we do believe that for now, given the limited set of financial transactions, and to have some set of books rather than just an Excel spreadsheet which would not be the best for internal control purposes that the practical thing to do would be to use an "off the shelf" accounting software like QuickBooks Online. They have a plus level subscription which allows five users. That would be one representative from each local funding partner. There is a set of financial protocols that we all worked on together. How would that work? Who's going to record transactions? Who's going to reconcile transactions because there is no centralized staff of the CFCRC, yet it will be distributed amongst each Local Funding Partner's staff to implement? Part of that is utilizing QuickBooks Online. The authorization requests listed on the slide are approval to use it, approval for Volusia County. It's going to be funded with a purchase card. We won't have the bank account set, and we won't have a purchase card. We'll pay for it and eventually Volusia County will seek reimbursement from the CFCRC for our collective expense of using QuickBooks.
- Interim Financial Protocols Related to Joint Operation of the CFCRC Bank Account
 - Initial banking relationship established with JP Morgan Chase.
 - 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 (they would rotate as those positions rotate).
 - Shared responsibility and access to the online bank platform and bookkeeping system.
- Online Bank Access Structure – Three Tiers Defined
 - Administrators

- One senior finance staff from each local funding partners.
 - Manage user access rights and permissions, requires dual control for changes, which is the standard across the industry.
 - 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.
- In modern banking, all the banking happens through their online portal, which are not those same individuals. Those are the administrators that will be going in there day-to-day and making things happen in the bank account.
- The administrator level is envisioned to be able to manage user access, and any changes will require dual approval. In the banking world, setting something up for five people to all agree to everything is impractical and might not even be possible. We haven't worked with JP Morgan to see if their platform envisions such a thing.
- Dual control is the standard that's set up in most organizations and everything that I'm describing here was worked through all the senior finance staff of all your respective governments.
- We have an idea for transactional users; we don't have any yet, we're not big enough for that. The administrators will be the transactional users. One day you might have people that would initiate and do transactions that aren't the senior financial officials that are listed as the administrator.
- Lastly there would be a third tier of users for review only access for the accountants, accounting managers, or whoever needs access auditors to this bank system to see what's going on, get 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.
- Wire transfers must use pre-approved templates. That's a way to prevent vendor change fraud. Making sure that when we get a request from somebody to change their banking information that it comes from that entity and not from the fraudster or from some other entity.
- 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.
- The crux of this is to show how the money is going to go out of the account. Working with each funding partner as well as the Comptroller for Orange County because it started getting into some of the accounting as opposed to the budgeting side, and Orange County deferred to their Comptroller's Office.
- We've set up a two-step process. Step one is Local Funding Partner approval. By e-mail, we will document for audit purposes that all five funding partners agree. Once we have that in e-mail, in the bank system, there will be two individuals they rotate as is listed in the agreement with the Chair position, whichever county is the Chair would do a certain role. That would require one

administrator to approve and initiate the transaction and a second to approve it. All transfers must use approved templates, which also requires new control, and that provision satisfies the Comptroller's Office of Orange County for internal control purposes. There's a lot of extra controls that were put in here.

- Accounting System and Records
 - QuickBooks Online Responsibilities
 - Recording transactions: Chair's funding partner.
 - Banking reconciliations: Vice Chair's funding partner.
 - Financial review: Secretary's funding partner.
 - Reports required within six 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 partners 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
 - Comptroller's Office – Christopher Dawkins and Laurie Bauer
 - Seminole County – Lorie Bailey Brown
 - Osceola County – Amanda Clavijo and Leslie Felix
 - Volusia County – Ryan Ossowski
- The Locally Funded Agreement or the LFA, as we refer to it as the vehicle that we use to fund to the Department of Financial Services and ultimately to the Department on January 1st when we start to financially paying for the system. The LFA was worked out between the legal staffs, the Department, and the Department of Financial Services. It was a collaborative effort. The LFA allows for the Department to continue to process procurement policies and procedures as we move into 2025. Any contracts that provide for an assignment to the CFCRC upon expiration of the LFA will occur. The term for the LFA is when it is fully executed. The commencement date is currently due to terminate on December 31, 2025. It will allow us to pay the Department an initial quarterly payment in the amount of \$23,836,084.75. That is what the LFA and the Escrow Agreement will do and serve as a vehicle to get the money from us over to the Department.

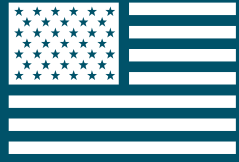
Agenda Item: Action Items**Presenter:** Chair Brower

- Approve the agreement as presented and authorized 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 this agreement as agreed to by the Local Government Funding Partner's staff.
 - Motioned by Vice Chair Amy Lockhart and seconded by Mayor Jerry Demings, motion passed unanimously.
- 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.
 - Motioned by Vice Chair Amy Lockhart and seconded by Board Member Viviana Janer, motion passed unanimously.
- 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.
 - Motioned by Mayor Buddy Dyer and seconded by Vice Chair Amy Lockhart, motion passed unanimously.
- 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.
 - Motioned by Mayor Buddy Dyer and seconded by Vice Chair Amy Lockhart, motion passed unanimously.
- 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).
 - Motioned by Mayor Buddy Dyer and seconded by Vice Chair Amy Lockhart, motion passed unanimously.
- 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.
 - Motioned by Mayor Buddy Dyer and seconded by Vice Chair Amy Lockhart, motion passed unanimously.
- 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.
 - Motioned by Mayor Jerry Demings and seconded by Mayor Buddy Dyer, motion passed unanimously.
- Approve and accept the Locally Funded Agreement and Third Party Escrow Agreement contingent upon any needed governing board approval of each Local Funding Partner.
 - Motioned by Mayor Buddy Dyer and seconded by Vice Chair Amy Lockhart, motion passed unanimously.
- Ratification of Volusia County Customer Advisory Committee Member, Paul Satchfield
 - Motioned by Board Member Viviana Janer and seconded by Mayor Buddy Dyer, motion passed unanimously.
- Re-appointment of Seminole County Customer Advisory Committee Member, Dorothy O'Brien
 - Motion by Vice Chair Amy Lockhart and seconded by Board Member Viviana Janer, motion passed unanimously.

Agenda Item: Board Member Comments

- No comments.

Next Meeting: December 12, 2024, at 2:00 PM, Lynx Central Station Admin. Building**Meeting Adjourned at 2:35 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:

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APPROVAL

ADOPTION OF NOVEMBER 14, 2024, MEETING MINUTES





PUBLIC COMMENTS





REPORTS

A. TECHNICAL ADVISORY COMMITTEE

Tanya Wilder, Chair

C. CONNECTIVITY

LYNX Update – Bruce Detweiler

Votran Update – Bobbie King

B. AGENCY UPDATE

David Cooke





T A C C H A I R ' S R E P O R T

TANYA WILDER





A G E N C Y U P D A T E

DAVID COOKE





RIDERSHIP GOAL REACHED!

THANK YOU FOR A WONDERFUL 2024!!

- ✓ 2024 Ridership 1,216,297
- ✓ Monthly Average 101,349
- ✓ Increase over 2023 +12%
- ✓ Busiest Station LYNX Central





RIDER SURVEYS - YOUR VOICE COUNTS

SunRail is conducting three rider surveys.

Focus Areas

- | | |
|-------------------------|--|
| Survey 1 - 10/24 | City of Orlando &
Orange County |
| Survey 2 - 1/25 | Seminole & Volusia Counties |
| Survey 3 - 2/25 | Osceola County &
Orlando Int. Airport |

Topics Include

- Work from home frequency
- Adoption Mobile Ticketing App
- Why they choose to ride SunRail



CUSTOMER SERVICE SURVEY

YOUR VOICE MATTERS!

Help us improve your SunRail
experience—share your thoughts today!



BLACK FRIDAY BOGO SUCCESS!

SunRail featured a **Buy One, Give One** Black Friday promotion on Friday, November 29th

Riders who purchased 1 SunRail Ticket got to have a friend or family member ride with them for free.

Ridership saw a strong boost with nearly 5,200 customers - representing an 8% increase from Black Friday last year.





TRAIN TO THE GAME EXCITEMENT!

Train to The Game promotion has been a tremendous success and is continuing to grow in popularity.

There is a significant ridership boost on game nights with numbers consistently over 5,000 and several home games remaining.

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.





HOLIDAY PROMOTIONS

'Tis the Season to ride SunRail to events, unique shopping, seasonal shows, dining, two Bowl games, and more!

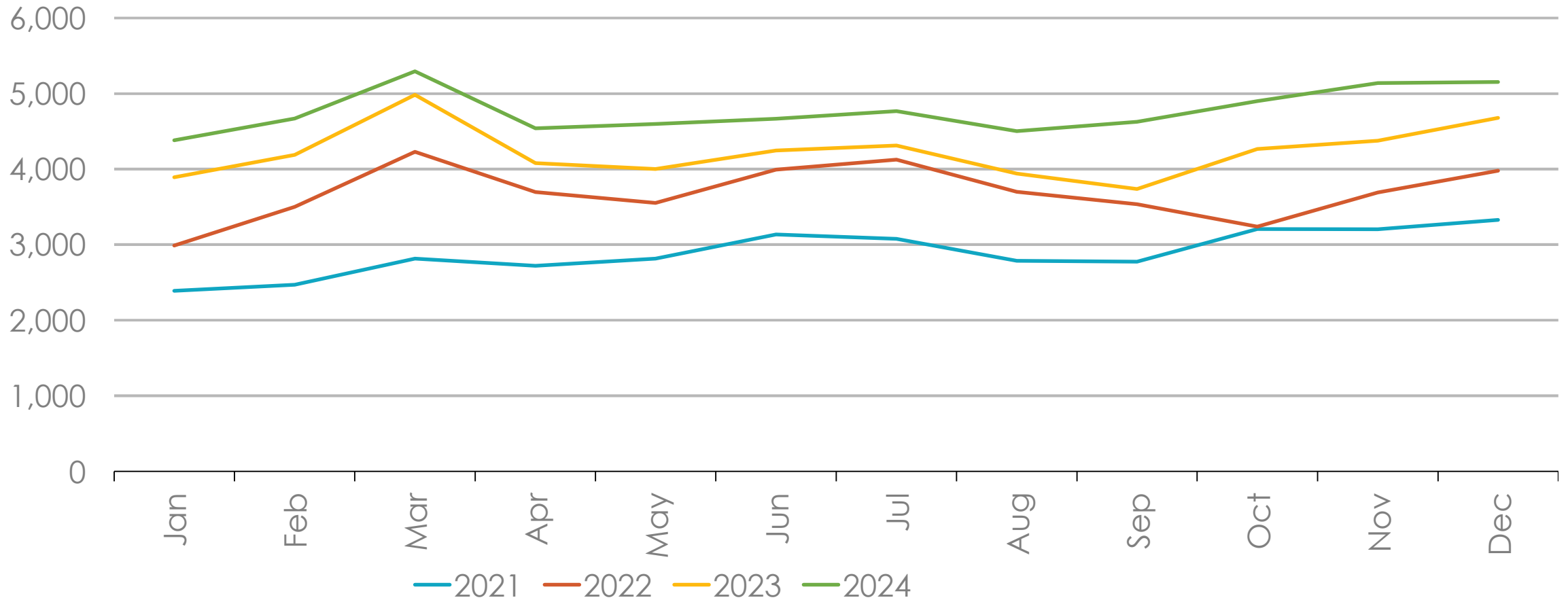
- ✓ Local Event Partnerships
- ✓ Onboard Customer Appreciation Events
- ✓ Station Holiday Features
- ✓ December Ridership +17% over 2023





AVERAGE DAILY RIDERSHIP

Nov - Dec 2024 Average – 5,146





ON-TIME PERFORMANCE

NOVEMBER – DECEMBER 2024

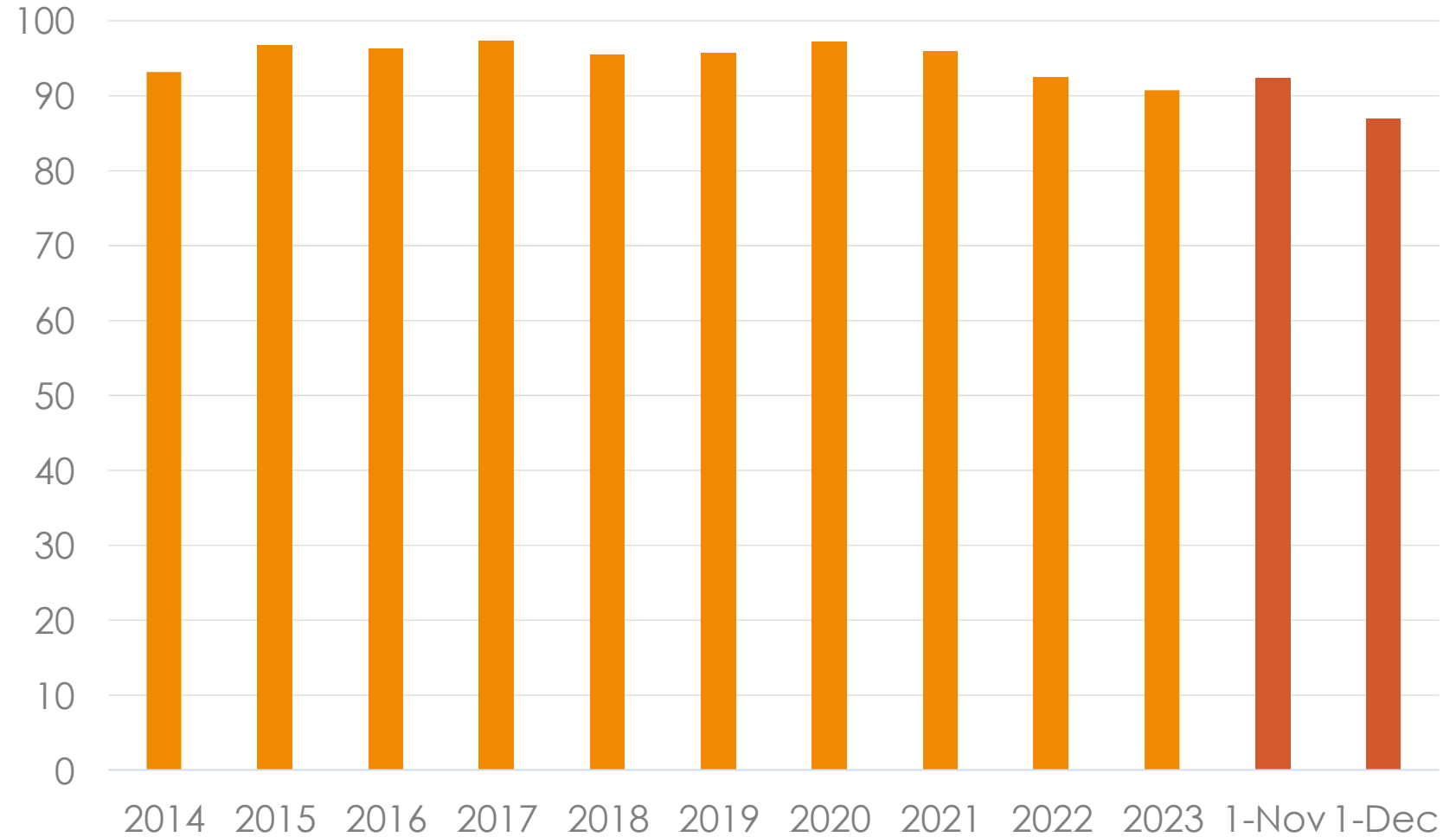
GOAL = 95%

ACTUAL = 89.70%

CONTRACT = 98.42%

ABOVE AVERAGE

- On-Time 17 Days
- 41 Operating Days
- Ran 1,680 Trains





LYNX CONNECTIVITY

LYNX Feeder Bus Route Analysis (Phase II Routes)

LINK	November		Change	% Change
	FY24	FY25		
18	20,584	20,354	(230)	-1%
418	4,384	6,043	1,659	38%
155	620	604	(16)	-3%
306	2,079	1,909	(170)	8%
604*	190	284	94	49%
831*	604	790	186	31%

* 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
	Nov-24	Nov-25		
11,42,111/311	66	107	41	62%





LYNX CONNECTIVITY

LYNX Feeder Bus Route Analysis (Phase II Routes)

LINK	December		Change	% Change
	FY24	FY25		
18	19,625	18,914	(711)	-4%
418	4,407	4,892	485	11%
155	598	536	(62)	-10%
306	2,216	2,033	(183)	-8%
604*	256	198	(58)	-23%
831*	662	869	207	31%

* 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
	Dec-24	Dec-25		
11,42,111/311	74	107	33	45%



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

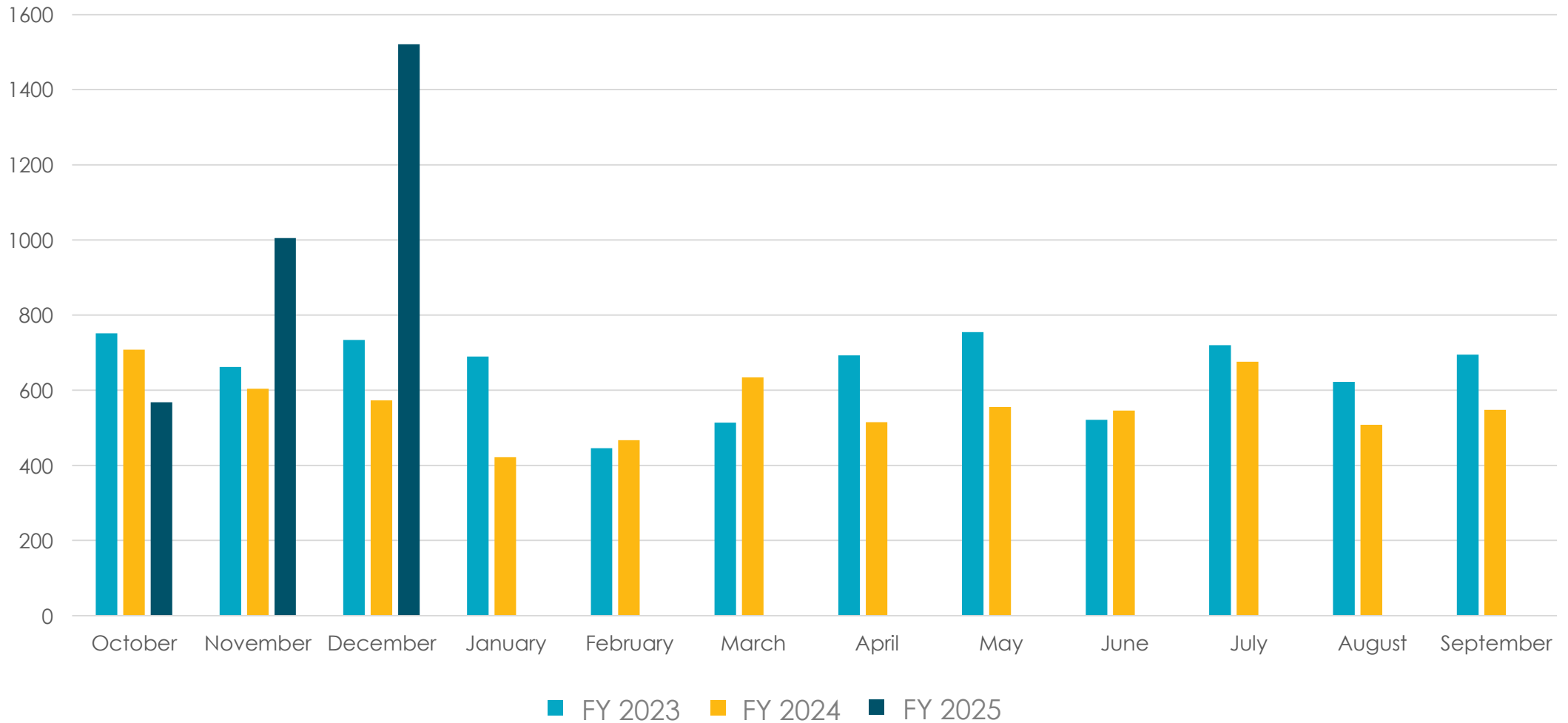
Activity at DeBary Station	Fiscal year 2024												Annual Daily Average
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Days of Operation	22	21	20	22	21	21	22	22	20	22	22	20	255
Total Monthly Ridership	708	604	573	422	467	634	515	555	546	676	508	548	6,756
Avg 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	20	21										63
Total Monthly Ridership	568	1,005	1,521										3,094
Avg Daily Ridership	26	50	72										49

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 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

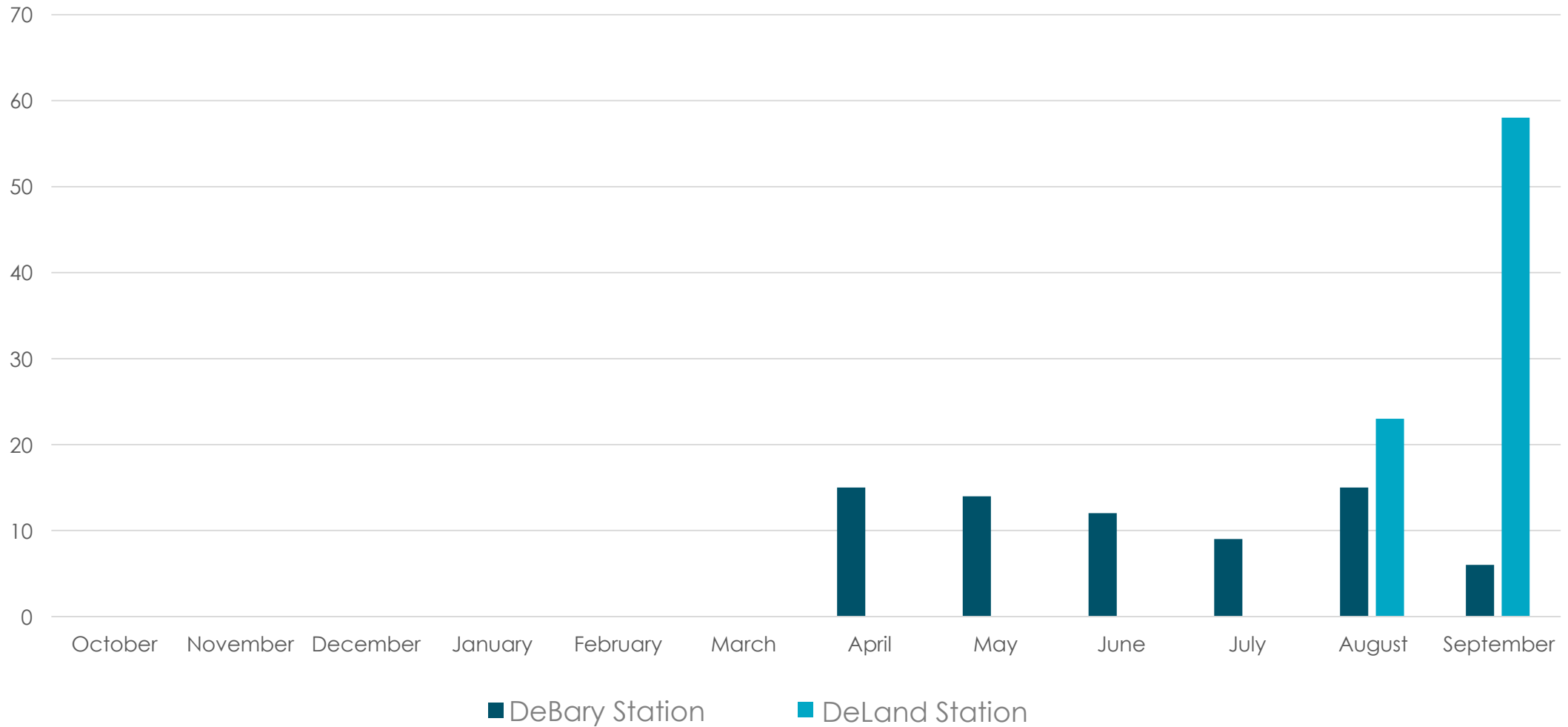
Activity at Stations	Fiscal year 2025												Annual Daily Average
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	
Days of Operation	22	20	21										6
Total Monthly Ridership- DeBary	11	13	21										45
Total Monthly Ridership- DeLand	93	166	249										508
Total Monthly Ridership- Both Stations	104	179	270										553
Avg Daily Ridership	5	9	13										9

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.

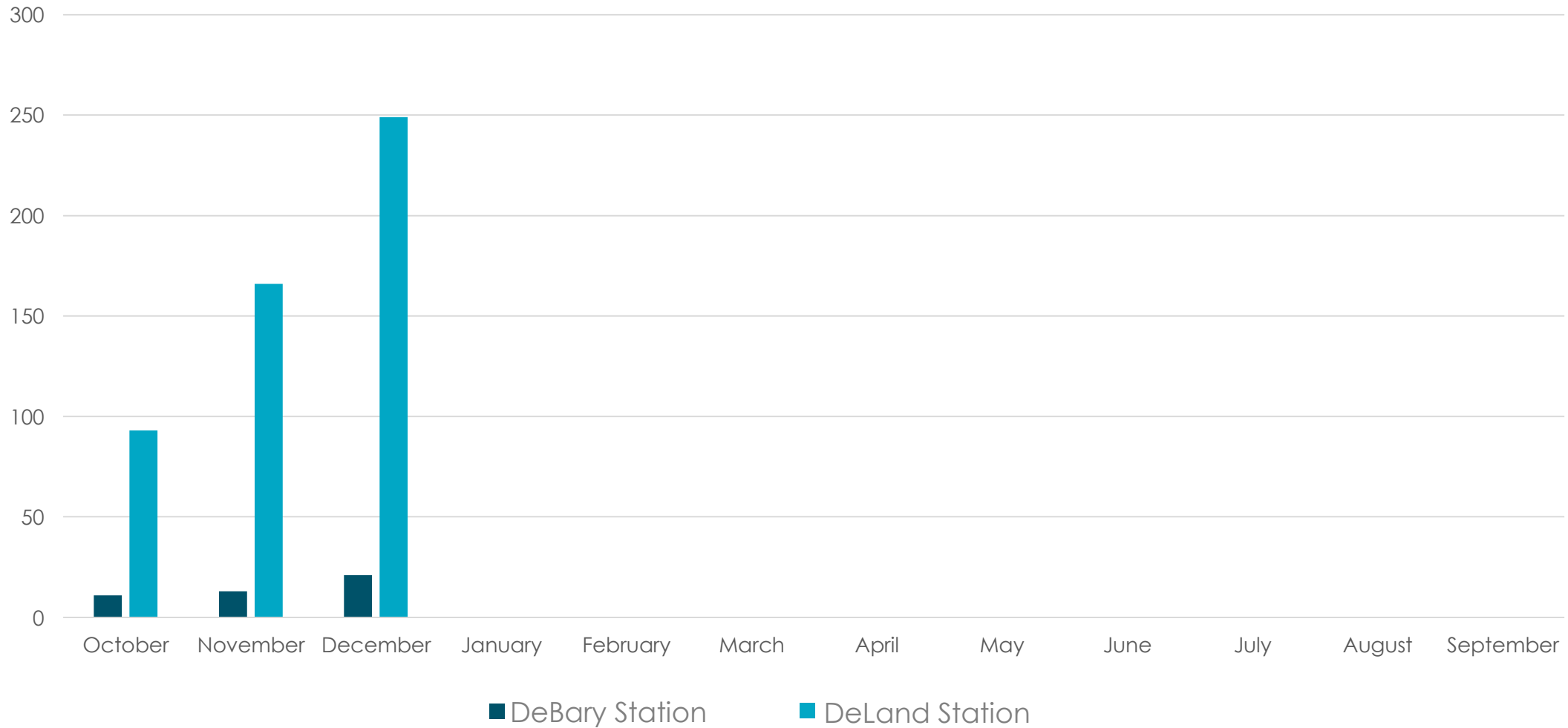


VORIDE - SUNRAIL CONNECTIVITY- FY 2024





VORIDE - SUNRAIL CONNECTIVITY- FY 2025





DELAND SUNRAIL CIRCULATOR CONNECTIVITY

Votran DeLand SunRail Circulator Average Daily Boardings

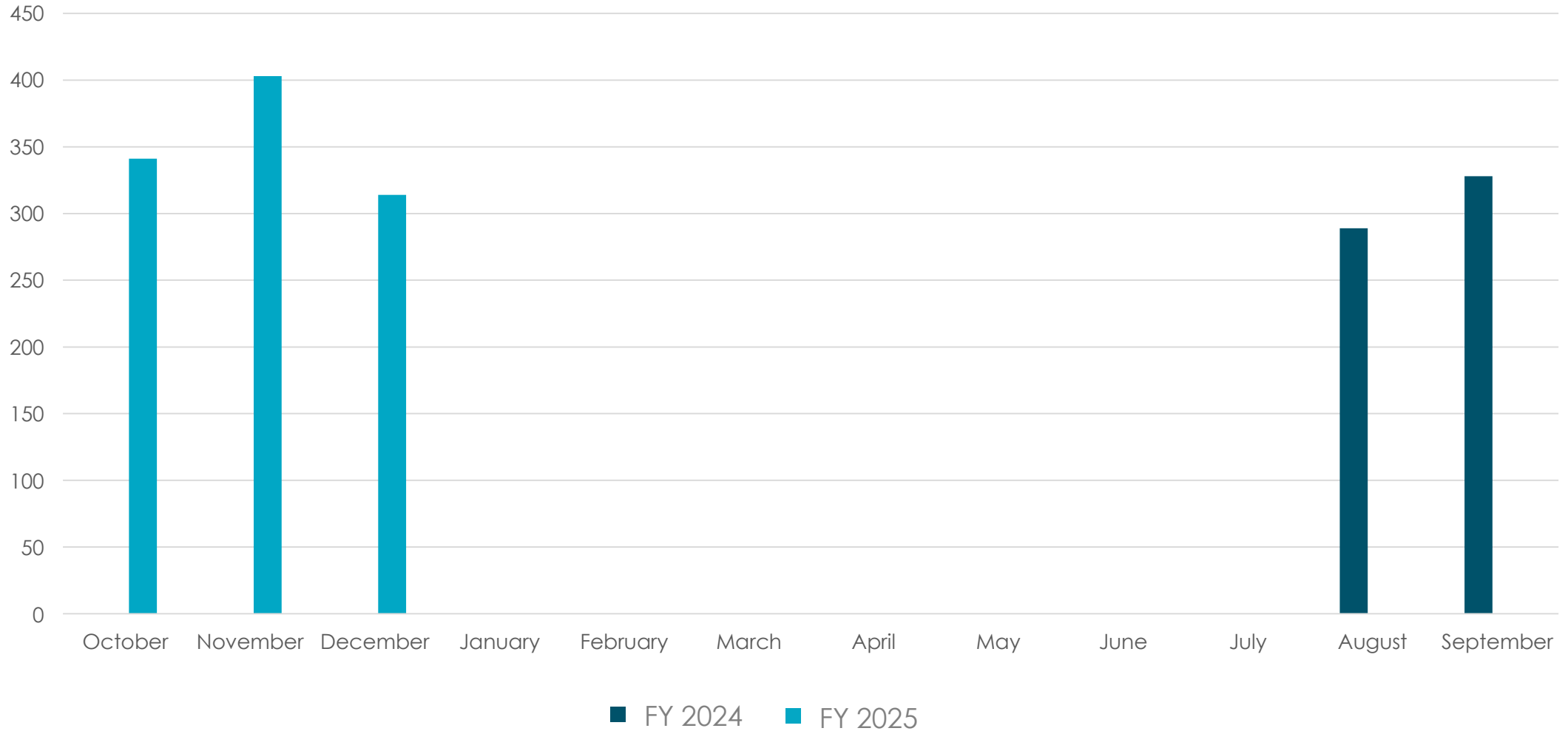
Activity at DeLand Station	Fiscal year 2024												Annual Daily Average
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Days of Operation	0	0	0	0	0	0	22	22	20	22	15	19	34
Total Monthly Ridership	-	-	-	-	-	-	-	-	-	-	289	328	617
Avg Daily Ridership	-	-	-	-	-	-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

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	20	21										62
Total Monthly Ridership	341	403	314										1,058
Avg Daily Ridership	16	20	15										17

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



DELAND SUNRAIL CIRCULATOR CONNECTIVITY



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



INFORMATIONAL ITEMS

TRANSITION UPDATE – JOHN BOOKER, VOLUSIA COUNTY

RIDERSHIP AND GROWTH STRATEGIES – MARK CALVERT, EVOLVE



TRANSITION UPDATE

JOHN BOOKER, VOLUSIA COUNTY





RIDERSHIP AND GROWTH

MARK CALVERT, EVOLVE



**+1.2 MILLION
RIDERSHIP**



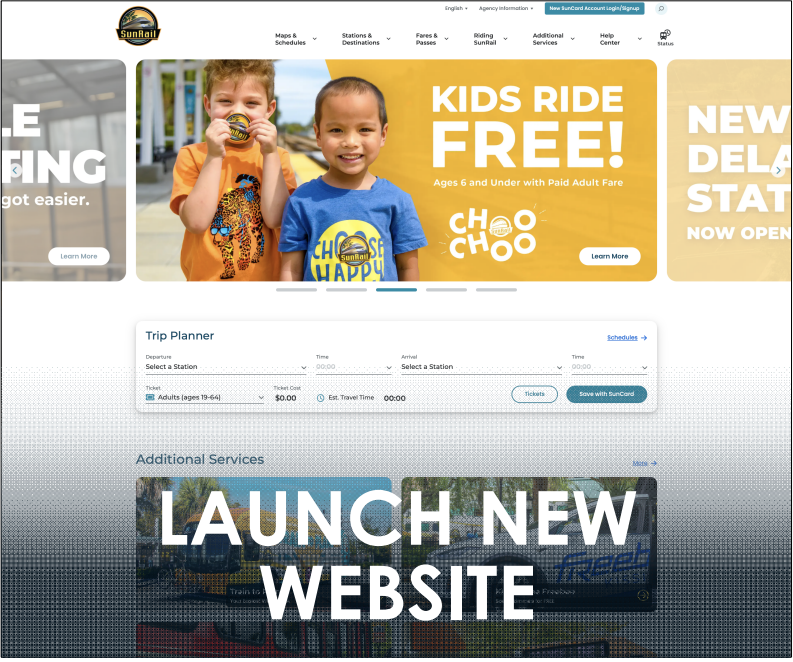
**OPENING OF
DELAND STATION**



**UPGRADE TO AN
ADVANCED TICKET
VENDING SYSTEM**



**ACTIVATE MOBILE
TICKETING PLATFORM**



**LAUNCH NEW
WEBSITE**



**CELEBRATE 10 YEARS
OF SUNRAIL**



**28 SPECIAL SERVICE
EVENTS**



**65 GROUP RIDES
SOLD**



**21 SAFETY CORRIDOR
BANNERS INSTALLED**



**OVER 70K SM
FOLLOWERS**



**MISSING MONEY?
TRANSFER YOUR SUNCARD TODAY!**

**ACTIVATE CONVERSION
CAMPAIGN**



**14 RIDERSHIP
CAMPAIGNS LAUNCHED**



**NEW RIDERSHIP
RECORD**



**EXPAND SPECIAL
SERVICE PARTNERS**



**INCREASE MOBILE
TICKET USAGE TO 60%**

**2025
MARKETING
OBJECTIVES**



REACH 100 GROUP RIDES



EXPAND RAIL SAFETY WEEK EXPOSURE

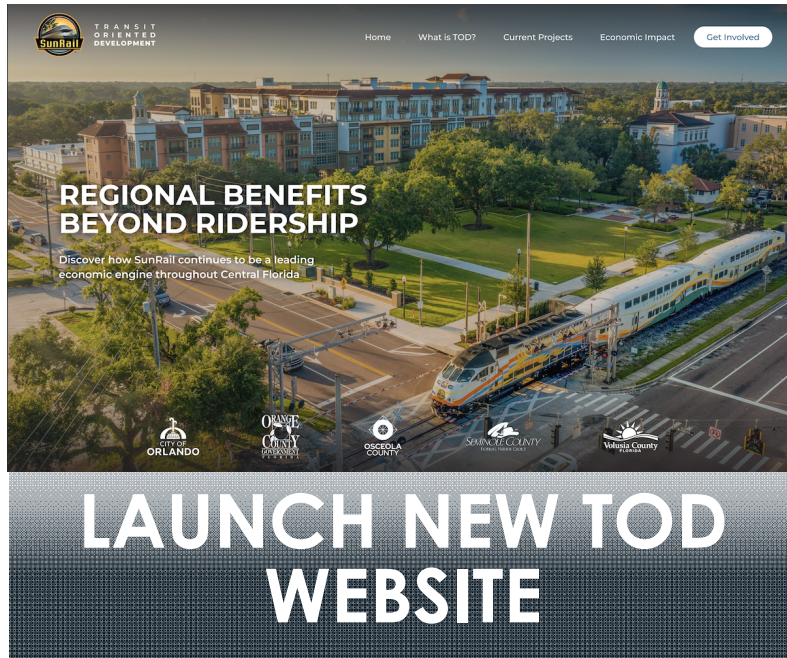


GROW MARKETING FOOTPRINT



EXPLORE WITH SUNRAIL ALL SUMMER LONG!

EXCEED 85K SM FOLLOWERS



LAUNCH NEW TOD WEBSITE

SEE YOU ONBOARD



SUNRAIL ATTORNEY SERVICES

BRIJESH PATEL, SEMINOLE COUNTY





SUNRAIL ATTORNEY SERVICES

Objective:

- To retain an attorney for legal services on behalf of the Central Florida Commuter Rail Commission (“Commission”).

Approach:

- Interlocal Agreement regarding Cost Sharing to Obtain Attorney Services for the Central Florida Commuter Rail Commission; and Escrow Agreement
- Draft Agreement and Scope of Work
- Initiate Request for Proposal Process



SUNRAIL ATTORNEY SERVICES

TIMELINE

July 25, 2024

CFCRC Approved - Interlocal Agreement regarding Cost Sharing to Obtain Attorney Services for the Central Florida Commuter Rail Commission; and Escrow Agreement

September 11, 2024

Request for Proposal deadline extended for 30 days

December 6, 2024

Evaluation Committee
Q&A with proposer

December 10, 2024

Firm submitted best and final rate offer

August 14, 2024

Advertised Request for Proposal

October 16, 2024

Extended Request for Proposal deadline

December 9, 2024

Best and final rate offer requested

SUNRAIL ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between **KAPLAN KIRSCH LLP**, duly authorized to conduct business in the State of Florida, whose address is 1675 Broadway, Suite 2300, Denver, Colorado 80202, hereinafter referred to as “Counsel,” and the **CENTRAL FLORIDA COMMUTER RAIL COMMISSION**, a legal entity and public body and unit of local government, hereinafter referred to as the “Commission.”

WITNESSETH

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



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

WHEREAS, Orange County, Osceola County, Seminole County, County of Volusia, and the City of Orlando (collectively, “Local Government Partners”) created the Commission, comprised of a designated representative from each Local Government Partner, for the purpose of acquiring, constructing, operating, and maintaining SunRail; and

WHEREAS, the Commission will assume responsibility for the funding, operation, management, and maintenance of SunRail in the future pursuant to that Operations Phasing Agreement entered into by and among the Local Government Partners, FDOT, and the Commission on March 28, 2024 (“OPA”); and

WHEREAS, the Central Florida Regional Transportation Authority d/b/a Lynx, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes (“Lynx”) has expressed interest in being the administrator of the operation, management, and maintenance of SunRail on behalf of the Commission; and

WHEREAS, in support of the Commission’s responsibilities under the OPA, the Local Government Partners desire to retain on behalf of the Commission the services of an attorney to provide legal services to the Commission which includes, but is not limited to, overseeing an orderly transition of the operation, management, and maintenance of SunRail from FDOT to the Commission through negotiation and preparation of an operating agreement with Lynx,¹ preparation of amendments to operator contracts, and providing counsel to the Commission; and

WHEREAS, Counsel is competent and qualified to furnish such services to the Commission and desires to provide its professional services according to the terms and conditions stated in this Agreement; and



NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, the Commission and Counsel agree as follows:

Section 1. Term. This Agreement shall take effect on the date of its execution by the Commission (“Effective Date”) and shall remain in effect until September 30, 2026 (“Term”). At the sole discretion of the Commission, the Term may be extended for an additional three (3) successive periods not to exceed one (1) year each. The Commission may extend the Term of this Agreement through an amendment in accordance with Section 14, Modifications, Amendments, or Alterations.

¹ The Parties are currently in early negotiations with the Central Florida Regional Transportation Authority, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes (“LYNX”) regarding the future operation of SunRail; no final agreement has been reached, as of the Effective Date of this Agreement. In the event the Parties ultimately do not agree to terms with LYNX and/or enter into a contract with LYNX, the references herein to LYNX should be understood to refer to any third party that Commission and Local Government Partners enter into negotiations and/or contract with for the operation of SunRail.

Section 2. Services.

(a) The Commission retains Counsel to furnish professional services and perform tasks consistent with the Scope of Work, attached to and incorporated in this Agreement as Exhibit A (“Scope”).

(b) A Steering Group (“SG”) will be established, comprised of one representative from each Local Government Partner. The SG will collaborate with Counsel throughout the Term of this Agreement with the Commission to accomplish the terms of the Scope. Changes to the Scope may only be approved by the Commission.

(c) Seminole County is designated as the lead agency (“Lead Agency”). As such, the Lead Agency will select a Project Manager who will act as the primary staff contact for Counsel for contract administration and who will process invoices for payment. The Project Manager will not direct the legal work of Counsel or make changes to the Scope.

Section 3. Compensation. The Commission agrees to compensate Counsel for professional services provided for under this Agreement on an hourly basis, as set forth in Exhibit B (“Compensation Schedule”), attached to and incorporated in this Agreement.

Section 4. Billing.

(a) Counsel must submit to the Lead Agency each month an invoice of its fees for services rendered and costs incurred, in accordance with the Scope.

(b) The original invoice shall be sent to:

Attention: SunRail Project Manager
Seminole County Attorney's Office
1101 East First Street
Sanford, Florida 32771

(c) Upon review of Counsel's invoice and in accordance with the Scope, Lead Agency, through the Commission's escrow agent, will pay Counsel in accordance with the provisions of Chapter 218, Part VII, Florida Statutes.

Section 5. Audit of Records.

(a) The Commission may perform, or have performed, an audit of the records of Counsel at any time during the Term of this Agreement and after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to Counsel and the Commission subsequent to the close of the final fiscal period in which the last work is performed.

(b) Counsel agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at Counsel's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by the Commission under the terms of this Agreement, Counsel shall refund such overpayment to the Commission within thirty (30) days of notice by the Commission.

Section 6. Responsibility of Counsel.

(a) Counsel shall be responsible for the professional quality and the coordination of all services furnished by Counsel under this Agreement. Counsel shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither the SG or the Commission's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this

Agreement or of any cause of action arising out of the performance of this Agreement, and Counsel shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by Counsel's performance of any of the services furnished under this Agreement.

Section 7. Termination.

(a) The Commission may, by written notice to Counsel, terminate this Agreement in whole or in part at any time, either for the Commission's convenience or because of the failure of Counsel to fulfill Counsel's Agreement obligations. Upon receipt of such notice, Counsel shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to the Commission all information and materials as may have been accumulated by Counsel in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the Commission, Counsel shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of Counsel to fulfill its Agreement obligations, the Commission may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, Counsel shall be liable to the Commission for reasonable additional costs occasioned to the Commission thereby.

(d) If, after notice of termination for failure to fulfill Agreement obligations it is determined that Counsel had not so failed, the termination shall be deemed to have been effected for the convenience of the Commission. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the Commission provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

Section 8. Equal Opportunity Employment. Counsel agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 9. No Contingent Fees. Counsel warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Counsel, to solicit or secure this Agreement and that Counsel has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Counsel, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Commission shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 10. Assignment. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

Section 11. Subcontractors. In the event Counsel, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, Counsel must secure the prior written approval of the

Commission. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Counsel shall remain fully responsible for the services of subcontractors or other professional associates.

Section 12. Insurance.

(a) Counsel, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by the Commission. Counsel shall immediately provide written notice to the Commission upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) Counsel shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.



(2) Neither approval by the Commission nor failure by the Commission to disapprove the insurance furnished by Counsel will relieve Counsel of its full responsibility for liability, damages, and accidents.

(3) Neither the Commission's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by Counsel in accordance with this Section, nor the Commission's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of Counsel.

(4) If the Commission elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then Counsel shall promptly provide to the

Commission such additional information as the Commission may reasonably request, and Counsel shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) The Commission's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of the Commission to exercise this authority for the benefit of Counsel or any other party.

(b) General Requirements.

(1) Before commencing work, Counsel shall furnish the Commission with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, attached to and incorporated in this Agreement, and including the following as Certificate Holder:

Central Florida Commuter Rail Commission
Attention: Chairman
123 W. Indiana Ave
DeLand, Florida 32720



The Certificate of Insurance must evidence and all policies must be endorsed to provide the Commission with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, Counsel shall provide the Commission with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the Commission, Counsel shall provide the Commission with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt

of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by the Commission and must be reduced or eliminated upon written request from the Commission. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by Counsel.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability coverages.

(5) Additional Insured: Central Florida Commuter Rail Commission, its Local Government Partners, officials, officers, and employees must be included as Additional Insureds under General Liability, Business Auto Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(6) Coverage: The insurance provided by Counsel pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Central Florida Commuter Rail Commission or the Commission's Local Government Partners, officials, officers, or employees must be in excess of and not contributing with the insurance provided by Counsel.

(7) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Central Florida Commuter Rail Commission and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not

apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(8) Provision: The Commercial General Liability Policy required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.



(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then Counsel shall immediately notify the Commission as soon as Counsel has knowledge of any such circumstance and, upon request of the Commission, immediately replace the insurance coverage provided by the insurance company with a different insurance company

meeting the requirements of this Agreement. Until such time as Counsel has replaced the unacceptable insurer with an insurer acceptable to the Commission, Counsel will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of Counsel, Counsel, at Counsel's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by Counsel and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) Counsel's insurance must cover Counsel and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by Counsel are as specified in Exhibit C.

(D) If Counsel asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, Counsel shall provide notification to the Commission and shall complete the Commission's Workers' Compensation Waiver Request. Approval of exemption is subject to the Commission's sole discretion. If approved, the named individuals listed in the Commission's approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including Counsel, using an employee leasing company must complete the Commission's Leased Employee Affidavit.

(2) Commercial General Liability.

(A) Counsel's insurance must cover Counsel for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to the Commission. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by Counsel are as specified in Exhibit C.

(3) Business Auto Liability.

(A) Counsel's insurance must cover Counsel for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event Counsel does not own automobiles, Counsel shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

(B) The minimum limits to be maintained by Counsel are as specified in Exhibit C.

(4) Professional Liability.

(A) Counsel shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, Counsel warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If Counsel contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Counsel shall provide proof of such satisfactory coverage, subject to approval of the Commission.

(B) The minimum limits to be maintained by Counsel are as specified in Exhibit C.

(5) Cyber Liability and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance must include liability related to: protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of Commission data, whether by Counsel or any subcontractor or cloud service provider used by Counsel; regulatory action expenses; and breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services with at least the minimum limits as specified herein. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a “claims-made” basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance must cover Counsel, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by Counsel are as specified in Exhibit C.

(6) Crime and Employee Dishonesty Liability.

(A) Counsel shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of the Commission subject to this Agreement from fraudulent acts of Counsel's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit C. The policy must include as loss payee Central Florida Commuter Rail Commission on applicable coverage.

(B) The minimum limits to be maintained by Counsel are as specified in Exhibit C.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting Counsel's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 13. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

Section 14. Modifications, Amendments, or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 15. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between

the parties or as constituting Counsel, including its officers, employees and agents, as an agent, representative or employee of the Commission for any purpose or in any manner whatsoever. Counsel is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 16. Indemnification.

(a) Counsel shall hold harmless, release, and indemnify the Commission, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to Counsel's provision of services under this Agreement caused by Counsel's act or omission in the performance of this Agreement.

(b) If approved by the Commission to have subcontractors, Counsel must require the subcontractors to enter into an agreement containing the provision set forth in this Section 16, Indemnification.



Section 17. Employee Status. Persons employed by Counsel in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the Commission's officers and employees either by operation of law or by the Commission.

Section 18. Services Not Provided For. No claim for services furnished by Counsel not specifically provided for herein shall be honored by the Commission.

Section 19. Public Records Law. Counsel acknowledges the Commission's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. Counsel acknowledges that the Commission is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the

terms of this Agreement. Upon the Commission's request, Counsel must provide the Commission with all requested public records in Counsel's possession or allow the Commission to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) Counsel specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and Counsel agrees to perform the following:

(1) Counsel will keep and maintain public records that ordinarily and necessarily would be required by the Commission to perform the services required under this Agreement,


(2) Counsel will provide the Commission with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Counsel will ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon expiration or termination of this Agreement, Counsel will transfer, at no cost to the Commission, all public records in possession of Counsel, or keep and maintain public records required by the Commission under this Agreement. If Counsel transfers all public records to the Commission upon completion of this Agreement, Counsel will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Counsel keeps and maintains the public records upon completion of this Agreement, Counsel must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission upon request of the Commission, in a format that is

compatible with the information technology systems of the Commission or as reasonably requested.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which the Commission may terminate this Agreement immediately upon written notice to Counsel. Counsel may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, COUNSEL MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER,  AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 20. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 21. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this

Section. For the present, the parties designate the following as the respective places for giving of notice:

For Commission:

Attention: SunRail Project Manager
Seminole County Attorney's Office
1101 East First Street
Sanford, Florida 32771

For Counsel:

Attention: Steven L. Osit, Partner
Kaplan Kirsch LLP
1675 Broadway, Suite 2300
Denver, Colorado 80202

Section 22. Rights at Law Retained. The rights and remedies of the Commission provided for under this Agreement are in addition to any other rights and remedies provided by law.

Section 23. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, Counsel shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the Commission to terminate this Agreement immediately upon delivery of written notice of termination to Counsel.

Section 24. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 25. E-Verify.

(a) Counsel must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with the

Commission. If the Commission provides written approval to Counsel for engaging with or contracting for the services of any subcontractors under this Agreement, Counsel must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. Counsel must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If the Commission has a good faith belief that Counsel has knowingly violated this Section, the Commission may terminate this Agreement. If the Commission terminates this Agreement with Counsel, Counsel may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If the Commission has a good faith belief that a subcontractor knowingly violated this Section, but Counsel otherwise complied with this Section, the Commission must promptly notify Counsel and order Counsel to immediately terminate its agreement with the subcontractor.



(c) Counsel shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to and incorporated in this Agreement as Exhibit D, to the Commission.

Section 26. Foreign Country of Concern Attestation. When providing services to the Commission involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, Counsel shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit E. Through this attestation, Counsel affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 27. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, Counsel shall attest under penalty of perjury that Counsel does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Affidavit of Non-Coercion of Labor and Services attached and incorporated to this Agreement as Exhibit F.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

KAPLAN KIRSCH LLP

Witness

Print Name

By: _____
Steven L. Osit, Partner

Date: _____

Witness

Print Name



[The remainder of this page has been intentionally left blank.]

CENTRAL FLORIDA COMMUTER RAIL
COMMISSION

[Insert Full Name], Chairman

Date: _____

STATE OF _____
COUNTY OF _____

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

(NOTARY PUBLIC)



Notary Public, State of Florida

Name: _____

Notary Commission No. _____

My Commission Expires: _____

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance Limits
- Exhibit D – Affidavit of E-Verify Requirements Compliance
- Exhibit E – Foreign County of Concern Attestation
- Exhibit F – Affidavit of Non-Coercion of Labor and Services

BP/
1/6/25
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EXHIBIT A
SCOPE OF WORK

Background

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

At present, FDOT has sole responsibility for the development, design, engineering, construction, reconstruction, installation, procurement, operation, and maintenance of the SunRail system. Through a series of agreements, the Commission presently acts in an advisory capacity to the FDOT. The Commission was created by five local government entities – Orange County, Osceola County, Seminole County, Volusia County, and the City of Orlando (the “Local Government Partners”). The Governing Board of the Commission consists of representatives appointed by the Local Government Partners. FDOT, the Commission and the Local Government Partners have entered into an Operations Phasing Agreement to provide a framework for transitioning financial and operational control of the SunRail system from FDOT to the Commission. After the transition described in the Operations Phasing Agreement, the Commission will assume all responsibility for the SunRail system, except that the FDOT will retain ownership of the Corridor and will provide an easement to the Commission to ensure the ability to continue operations within the Corridor.

Minimum Requirements

The attorney awarded a contract pursuant to this Agreement must be licensed to practice law in the State of Florida and must be in good standing with The Florida Bar.

The attorney must have significant experience in and must be capable of, providing a wide range of legal services in connection with rail systems or the transition of rail systems, as described in this Scope.

The attorney must provide competent representation to the Commission in accordance with, but not limited to, local, state, and federal laws and regulations, Florida Attorney General Opinions, the Florida Public Records Act, the Florida Government in the Sunshine Law, the Florida Code of Ethics, and parliamentary procedures for public entities.

The attorney that will be providing services must be clearly identified at the initiation of this Agreement. If it is necessary to replace any specific attorney, the replacement attorney(s) must be approved by the SG.

Legal Services

The attorney will be engaged by the Commission and perform all general legal representation for the Commission, as needed and requested or as required. Funding provided by the Local Government Partners will not create an attorney-client relationship between legal counsel and any of the Local Government Partners. Such representation will be in cooperation with the SG, as described in Section 4 (“Cooperation with Attorney”) of this Agreement. Such general legal representation may include, but is not limited to:

- A. Oversee an orderly transition of the operation, management, and maintenance of SunRail from the FDOT to the Commission, as described in the Operations Phasing Agreement.
- B. Preparation of oral and written opinions on legal matters.
- C. Attend and participate in Commission and SG meetings in person and virtually and make presentations.
- D. Assist with development, and adoption, and proposal of bylaws, procedures, rules, roles, and responsibilities to govern how the Commission will operate once it is no longer advisory.
- E. Prepare a term sheet and an operating agreement and assist in the negotiation for a contract operator agreement between the Commission and the Central Florida Regional Transportation Authority, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes (“Lynx”). Lynx will presumably operate SunRail on behalf of the Commission.¹ Such agreement could include, but is not limited to, operating, governance, and legal terms concerning all aspects of the SunRail system. Such agreement must be approved as referenced in the Operations Phasing Agreement, as may be amended.
- F. Review the existing agreement between FDOT and Gallagher (FDOT’s insurance broker), assist in the procurement, negotiation, and preparation of an agreement with an insurance broker, including implementation of a claims process in accordance with FDOT’s SunRail related claims processes.
- G. Review and advise on real property rights being conveyed to the Commission.
- H. Prepare necessary amendments to the Interlocal Operating Agreement, Interlocal Governance Agreement, the Interlocal Funding Agreement, and the Operations Phasing Agreement, as amended and as applicable. In addition, ensure compliance with obligations under these agreements.
- I. With an understanding of Federal regulations and requirements, assist in the coordination of the transition with the Federal Rail Administration and the Federal Transit Administration.
- J. Determine any issues, deficiencies, or actions with contracts that need to be implemented to facilitate a smooth transition of SunRail.
- K. Prepare and review assignment and novation of contract operator and other vendor

¹ The Local Government Partners are currently in early negotiations with the Central Florida Regional Transportation Authority, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes (“LYNX”) regarding future the operation of SunRail; no final agreement has been reached, as of the Effective Date of this Agreement. In the event the Local Government Partners and the Commission ultimately do not agree to terms with LYNX and/or enter into a contract with LYNX, the references herein to LYNX should be understood to refer to any third party that Commission and Local Government Partners enter into negotiations and/or contract with for the operation of SunRail.

contracts from the FDOT to the Commission to ensure work under these contracts continue seamlessly throughout the transition.

- L. Prepare and review assignment and novation of the Central Florida Operating and Management Agreement (“CFOMA”), Joint Use Agreements (“JUA”), and State Cooperative Contracts from the FDOT to the Commission.
- M. Assist in the development of compliance programs to ensure the Commission’s satisfaction of obligations for rail agreements.
- N. Assist in the development of a risk management program.
- O. Assist in the establishment of a procurement and contract administration program in accordance with Federal, State, and Local procurement policies and procedures.
- P. Initiate procurement of contract operator contracts with FDOT’s assistance.
- Q. Assist in the licensure of intellectual property from FDOT to the Commission. Such license of intellectual property could include, but is not limited to, use of operating rules for SunRail, training materials and examinations for train and engine crews, software and other information systems such as SCADA, maintenance records, and access and management of the Positive Train Control (“PTC”) system implemented by vendors.
- R. Review consultant agreements and draft amendments, assignments, or new contracts for such consultants as necessary to ensure a thorough transition of responsibilities.
- S. Review and respond to public record requests made to the Commission in accordance with Florida law and this Scope.
- T. Assist with any other issues identified by the Commission and the SG.

Standards of Work



All tasks listed in this Scope must be undertaken by the attorney as directed by the Commission and legal counsel shall cooperate and communicate with the SG. The amount of work to be completed for each task will fluctuate. The attorney must provide the Commission and SG monthly invoices detailing work performed, the date legal services were provided, the hours involved in completion, and any other information requested by the SG or the Commission. The hourly rate quoted must include all salary and compensation and all overhead expenses, profits, clerical and word processing expenses. Any other costs or expenses which attorney intends to bill in addition to legal fees and the basis for the charges, must be specifically set forth in the Agreement between attorney and the Commission.

No travel costs will be allowed or included as part of the billing.

All costs and expenses for online research, word processing, secretarial support, photocopying, and telephone, will be considered general overhead and the Commission will not compensate attorney extra for such charges. If requested by the Commission or requested by attorney and approved by the Commission, attorney may retain subcontractors (e.g., other attorneys or experts in related fields) when necessary to assist in meeting the Commission’s needs. The Commission must be billed at the actual cost of these subcontractors, if any, with no additional fees or markups.

Public Records

In addition to responding to public record requests on behalf of the Commission as part of the legal

services rendered (see “Legal Services” section above), the attorney will also have certain requirements and obligations regarding public records because it is a contractor for the Commission. This section addresses those requirements and obligations.

The attorney acknowledges the Commission’s obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. The attorney acknowledges that the Commission is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of materials created under this Agreement and this statute controls over the terms of this Agreement. Upon the Commission or its representative’s request, the attorney must provide all requested public records in the attorney’s possession or must allow the Commission or its representative to inspect or copy the requested public records within a reasonable time and at a cost that does not exceed costs provided for under Chapter 119, Florida Statutes.

The attorney must ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

Upon expiration or termination of this Agreement, the attorney must transfer, at no cost to the Commission or SG, all public records in possession of the attorney in a format compatible with the information technology systems of the Commission or its designee. If the attorney transfers all public records to the Commission or its designee upon expiration or termination of this Agreement, the attorney must destroy any duplicate public records in accordance with the rules set forth by the Florida Department of State Division of Library and Information Services and governing law.

Failure to comply with these public records law requirements will be deemed a material breach for which the Commission may terminate this Agreement immediately upon written notice to the attorney. The attorney may also be subject to statutory penalties set forth in Section 119.10, Florida Statutes.

IF ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ATTORNEY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, ATTORNEY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7120, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Subject to Chapter 119, Florida Statutes, the attorney must hold as confidential and privileged all information and records transmitted to it by or on behalf of the Commission, and all information and records developed by or provided to the attorney as part of this Agreement. The attorney is subject to statutes, regulations, and professional codes regulating the practice of law in the State of Florida.

Conflict of Interest

The attorney acknowledges that the nature of the legal services to be performed requires that attorney must not have or appear to have a conflict of interest with any potential adverse party. The attorney agrees that:

- A. The attorney will not accept any legal work, assignments, compensation, consideration or gratuities with an interest in any subject matter or any contract that is or could be conflicting or have the appearance of conflicting with the interests of the Commission or any Local Government Partner. The attorney (including any individual in attorney's firm) may not represent, be an adverse party to, or represent an adverse party to any Local Government Partner at any time while representing the Commission.
- B. In the event that a conflict or potential conflict of interest arises, the attorney shall promptly notify the SG in writing within three (3) days of becoming aware of the conflict or the potential conflict. Failure to provide such notice may be grounds for termination of this Agreement.
- C. In the event the SG receives timely notice of an actual or potential conflict, the attorney and the Commission shall attempt to reach agreement on a course of action in response to the actual or potential conflict. If such an agreement cannot be reached, the Commission has the right to contract with another attorney to represent the Commission for the specific matter in which the conflict arose or to terminate this Agreement and to award an Agreement to a different attorney entirely.

Special Conditions



The attorney must make affirmative efforts to achieve cost effectiveness. Multiple attorneys at meetings will not be compensated by the Commission unless approved in advance by the SG.

Additional Attorneys

The Commission reserves the right to retain other legal representatives or assistance as might be required for legal matters. The Commission reserves the right to award a contract to more than one firm and to award this Agreement in parts to multiple attorneys.

Approved Staff

All attorneys, paraprofessionals, or other staff who will perform services under this arrangement must be pre-approved by the Commission. All key personnel assigned by the attorney/firm to provide services to Commission shall be clearly identified at the initiation of the contract. Should it be necessary for the attorney/firm to replace a key person, the replacement is subject to the approval by the Commission. In addition, replacement personnel shall have credentials equivalent to or greater than the individuals who they replace.

**Exhibit B
BEST AND FINAL OFFER
Compensation Schedule**

RFP-604878-24/LNF – SunRail Attorney Services

Name of Proposer: Kaplan Kirsch

Mailing Address: 1675 Broadway, Suite 2300

City/State/Zip: Denver, CO 80202

Phone Number: (303) 825.7000 FAX Number: (303) 825.7000

E-Mail Address: sosit@kaplankirsch.com


The hourly rate quoted must include all salary and compensation and all overhead expenses, profits, clerical and word processing expenses. Any other costs or expenses which attorney intends to bill in addition to legal fees and the basis for the charges, must be specifically set forth in the Agreement between attorney and the Commission.

Hourly Rate: \$ _\$495 (partners); \$400 (associates)

No travel costs will be allowed or included as part of the billing.

All costs and expenses for online research, word processing, secretarial support, photocopying, and telephone, will be considered general overhead and the Commission will not compensate attorney extra for such charges. If requested by the Commission or requested by attorney and approved by the Commission, attorney may retain subcontractors (e.g., other attorneys or experts in related fields) when necessary to assist in meeting the Commission's needs. The Commission must be billed at the actual cost of these subcontractors, if any, with no additional fees or markups.

Steve Osit
Print


Signature

Partner
Title

December 10, 2024
Date

EXHIBIT C
INSURANCE REQUIREMENTS
SUNRAIL ATTORNEY SERVICES AGREEMENT

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 500,000	Each Accident
	\$ 500,000	Disease Aggregate
	\$ 500,000	Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Professional Liability: \$ 5,000,000 Per Claim

E. Cyber Liability: \$ 1,000,000 Per Occurrence

F. Crime and Employee Dishonesty Liability:

\$ 1,000,000	Per Occurrence
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~~ End Exhibit C ~~

Exhibit D

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

Counsel agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. Counsel shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Counsel during the Term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That Counsel understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which the Commission may immediately terminate the Agreement without notice and without penalty. Counsel further understands and agrees that in the event of such termination, Counsel shall be liable to the Commission for any costs incurred by the Commission as a result of Counsel’s breach.

DATED this _____ day of _____, 20____.

Kaplan Kirsch LLP
Entity Name

By: _____
Print/Type Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Kaplan Kirsch LLP is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

Exhibit F

Affidavit of Non-Coercion for Labor and Services

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, *attest under penalty of perjury* that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Entity Name

By: _____

Witness

Print Name

Print Name and Title

Date: _____

Witness

Print Name

[Balance of this page left intentionally blank]



ACTION ITEM

Award the SunRail Attorney Services Agreement to Kaplan Kirsch LLP and authorize the Chairman to execute the Agreement and any related contract documents



ACTION ITEMS

A. Consideration of Award for the SunRail Attorney Services Agreement to Kaplan Kirsch LLP

B. Ratification of CAC Members

C. Election of Officers





RATIFICATION OF CAC MEMBERS

A. Anne Thomas, City of Orlando

B. Carlos Perez Rivera, City of
Orlando



ELECTION OF OFFICERS





BOARD MEMBER COMMENTS





NEXT MEETING

FEBRUARY 27, 2025, 2:00 PM

LYNX CENTRAL STATION
ADMINISTRATION BUILDING





SUPPORTING CHARTS AND DATA

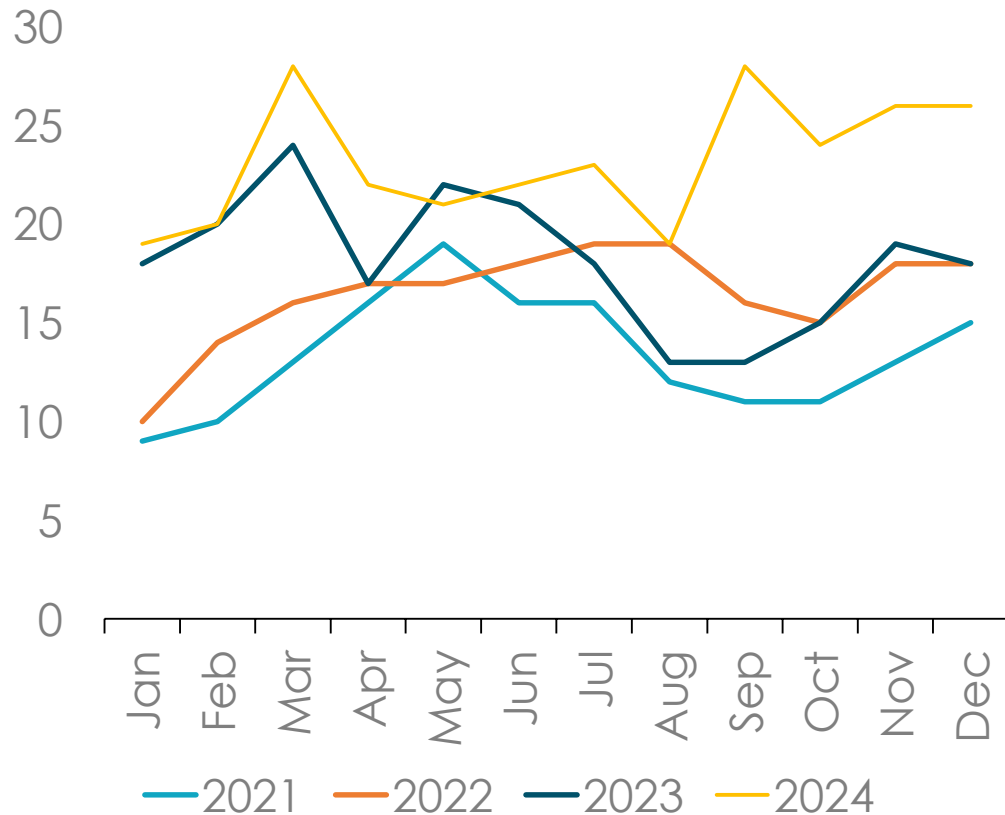




ONBOARD STATS

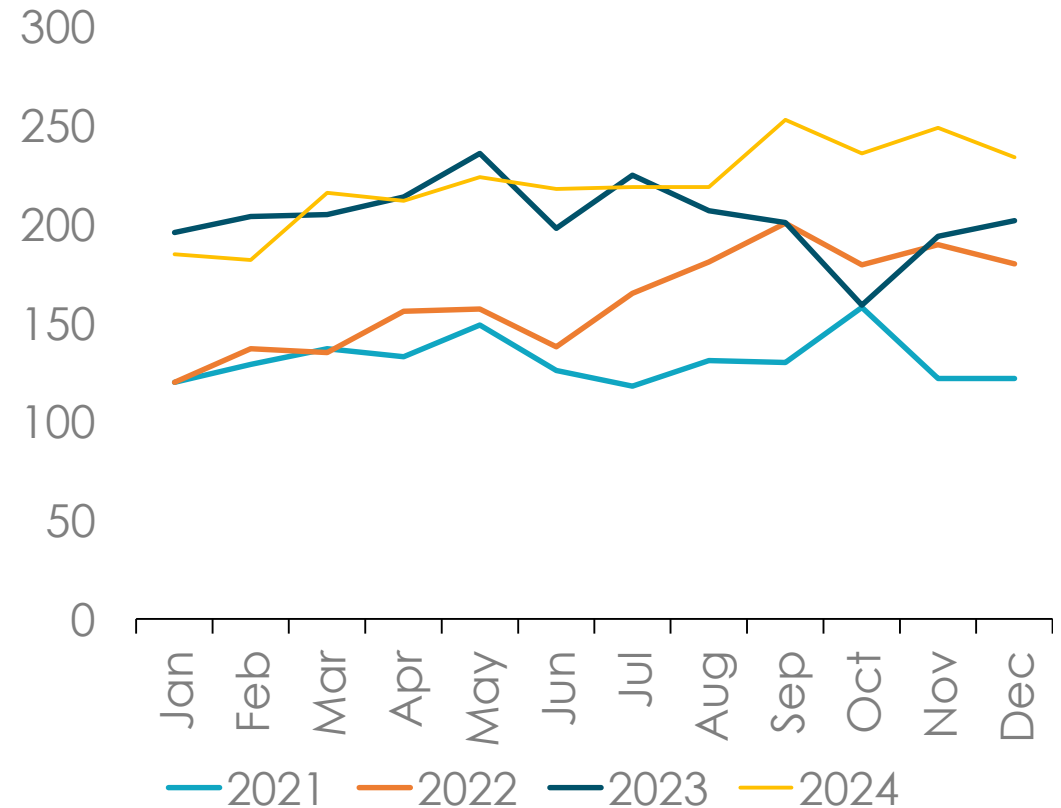
ADA

Nov - Dec '24 Average: 26



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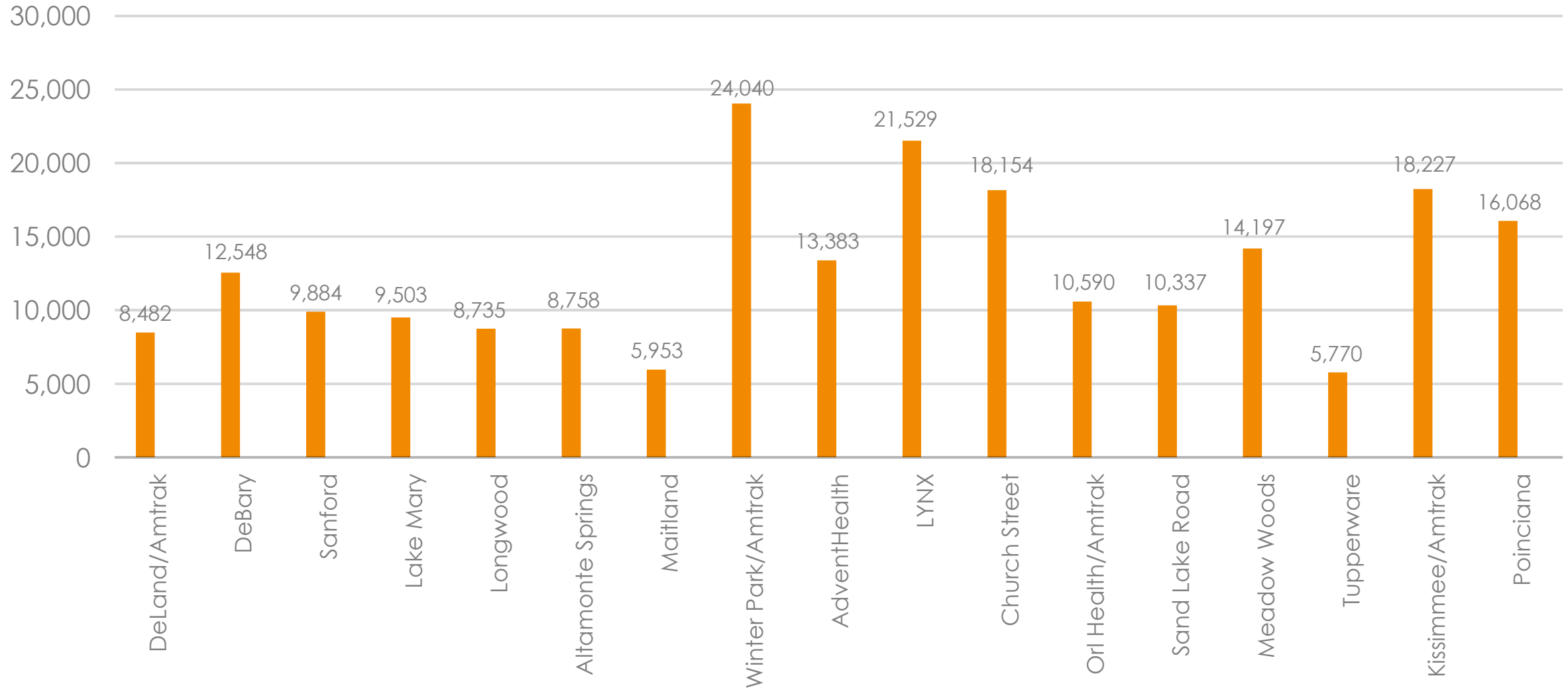
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BOARDING BY STATION

RIDERSHIP NOVEMBER – DECEMBER 2024

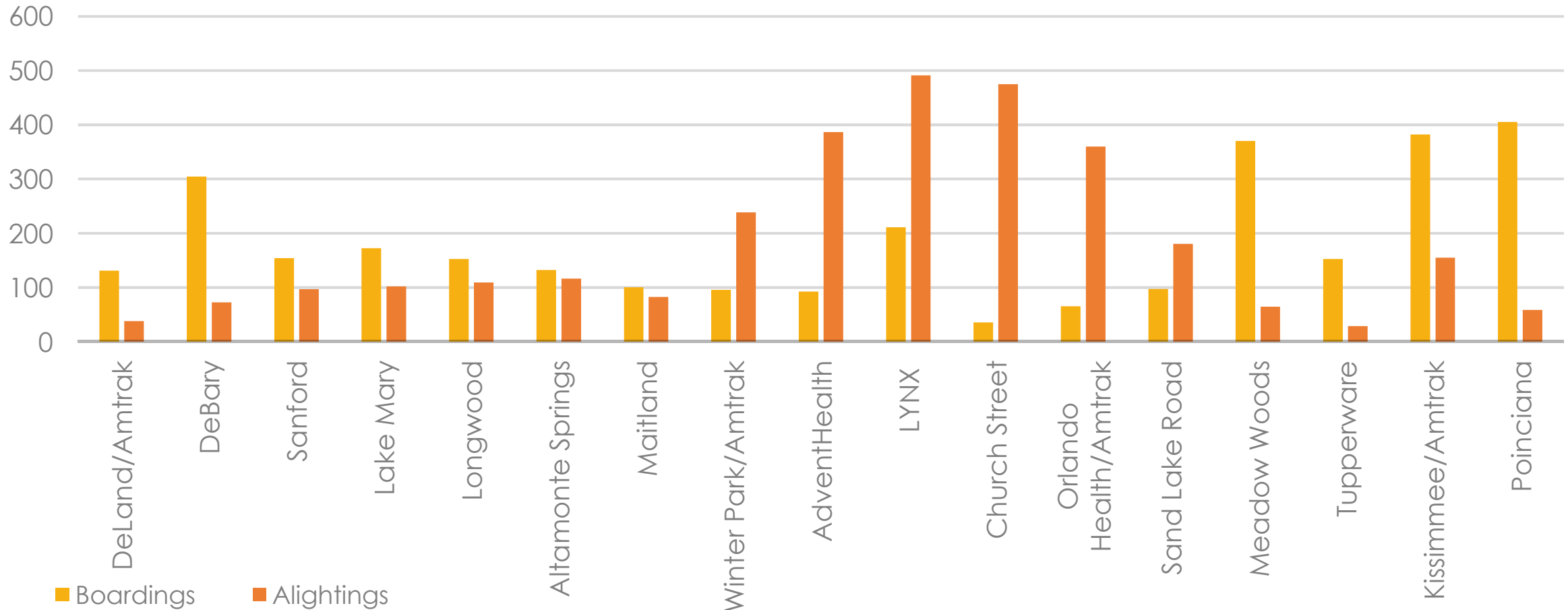




BOARDINGS & ALIGHTINGS

NOVEMBER – DECEMBER 2024

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

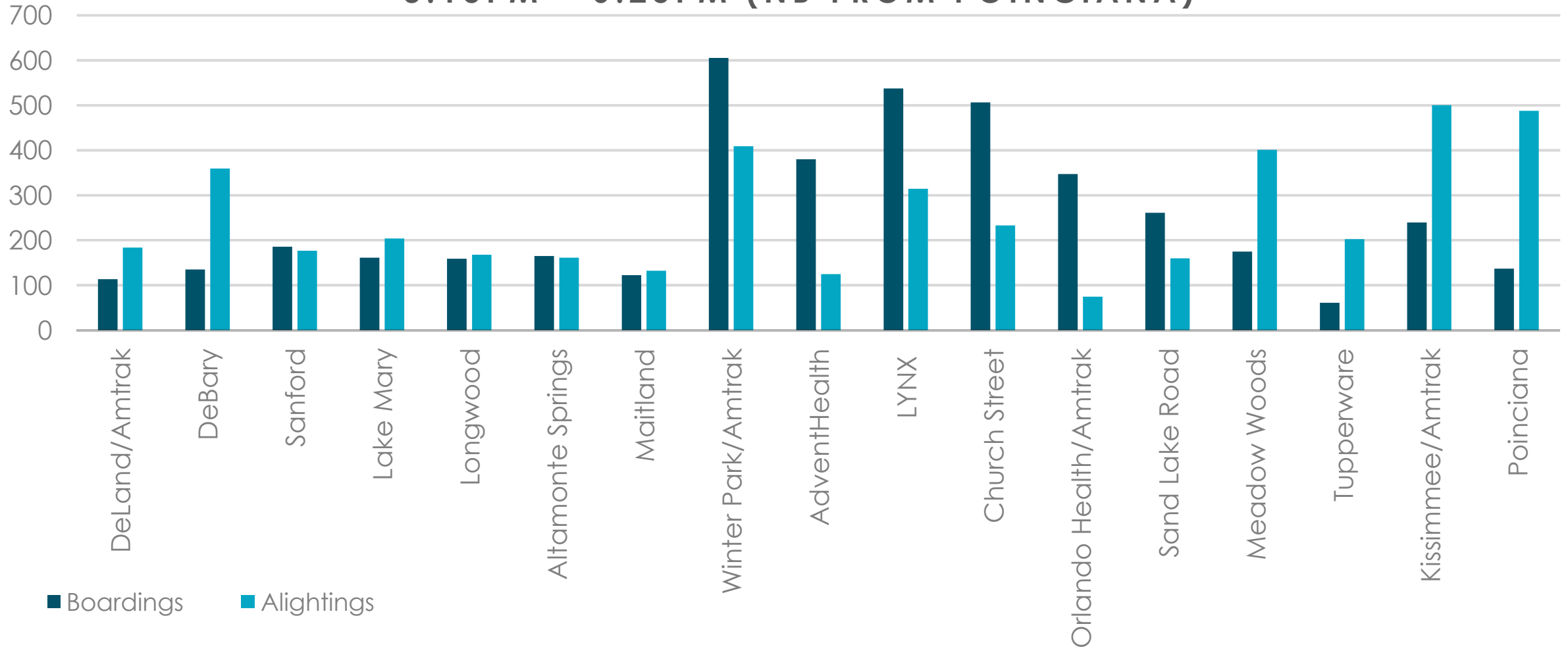




BOARDINGS & ALIGHTINGS

NOVEMBER – DECEMBER 2024

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

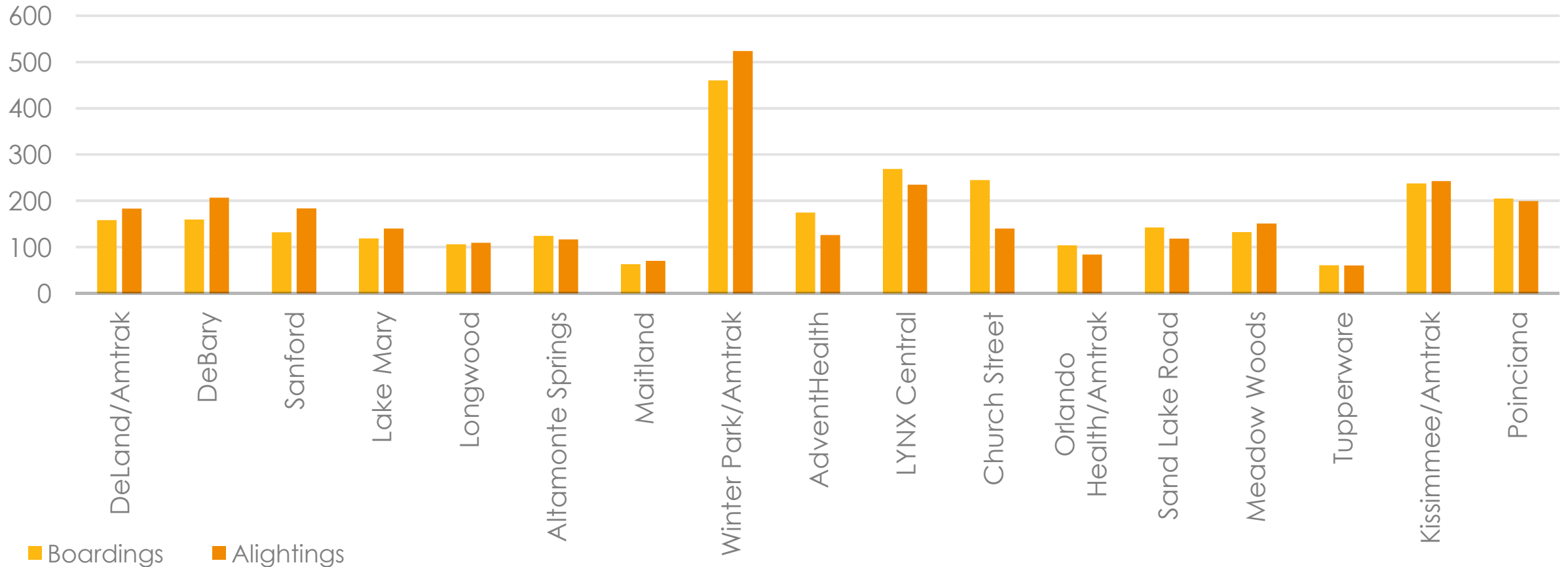




BOARDINGS & ALIGHTINGS

NOVEMBER – DECEMBER 2024

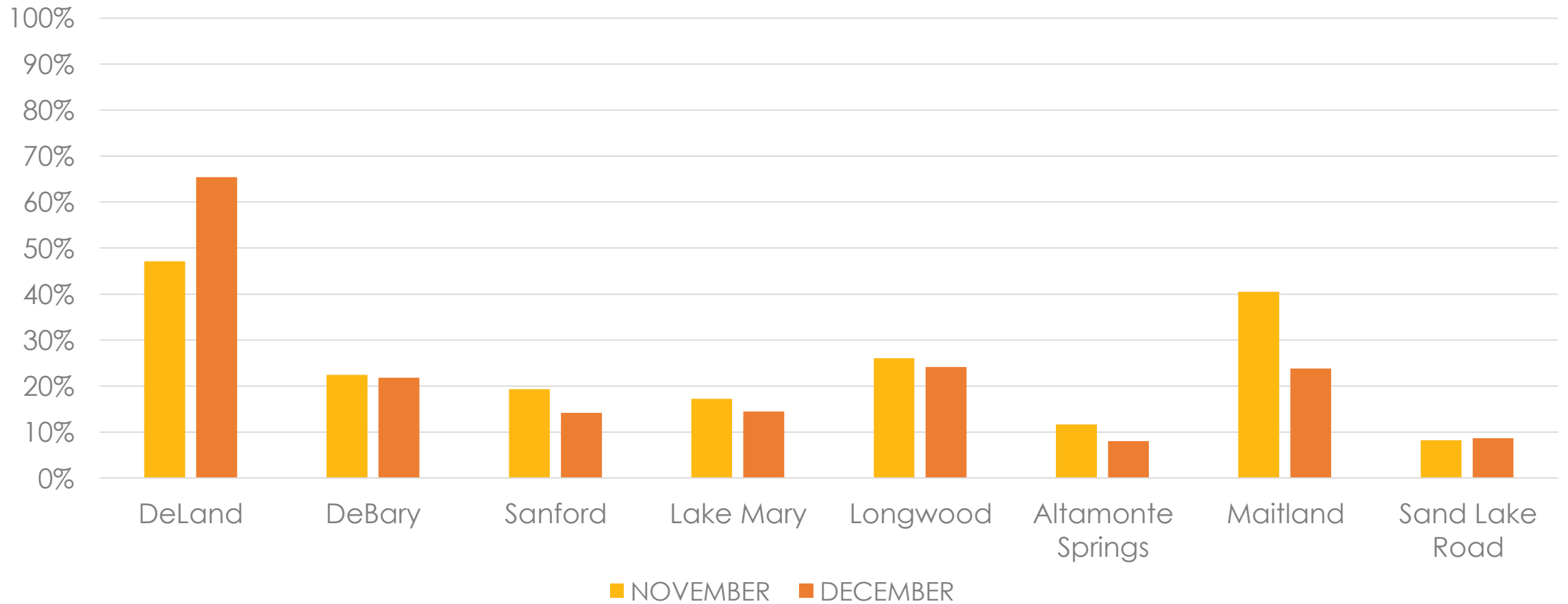
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10:45AM – 2:45PM; 7:25PM – 9:55PM (NB FROM POINCIANA)





IOS STATION PARKING

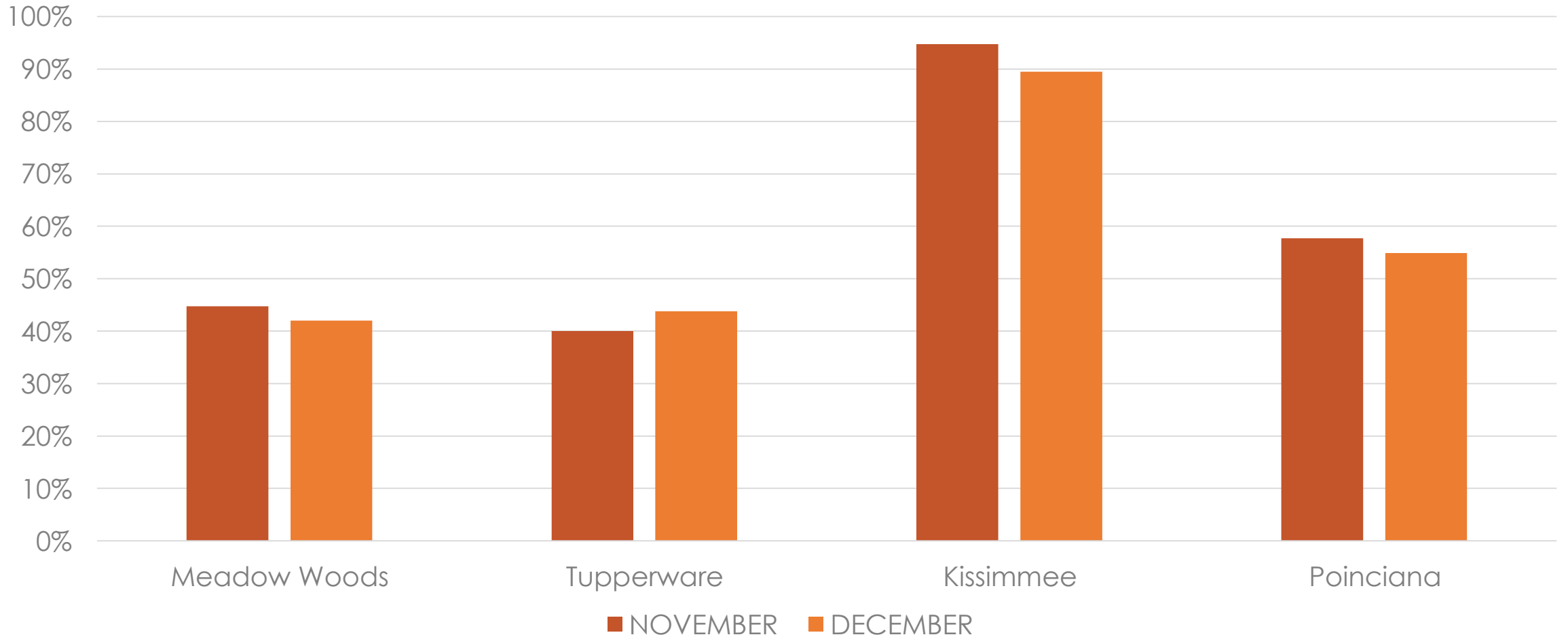
NOVEMBER – DECEMBER 2024





SOUTHERN EXPANSION STATION PARKING

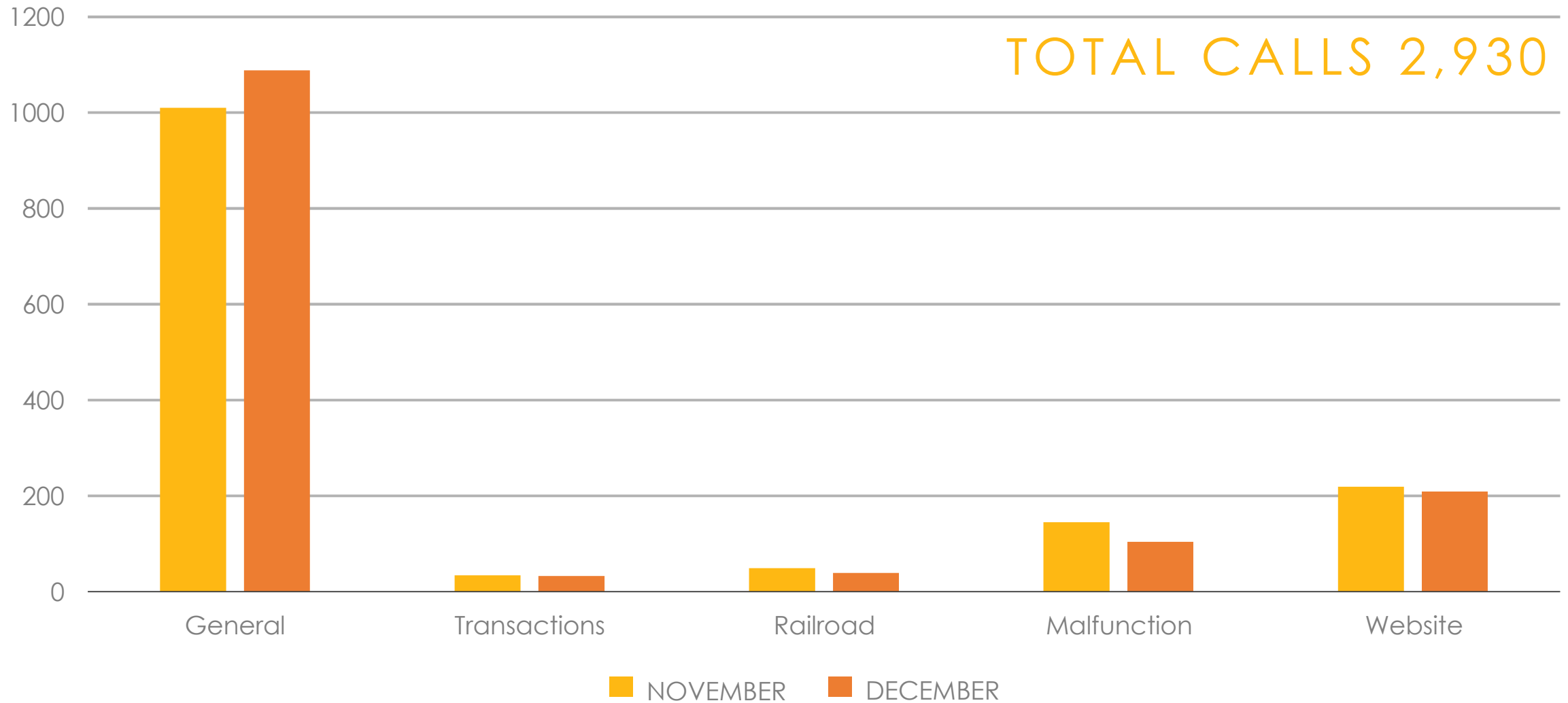
NOVEMBER – DECEMBER 2024





CUSTOMER SERVICE CALLS

NOVEMBER – DECEMBER 2024





TRAIN PERFORMANCE DETAIL

NOVEMBER – DECEMBER 2024

TRAIN PERFORMANCE OVERVIEW	Trains	Percentage
On-Time	1,507	89.7%
Late	165	9.8%
Annulled	8	0.5%
Total Trains Operated	1,680	100.0%

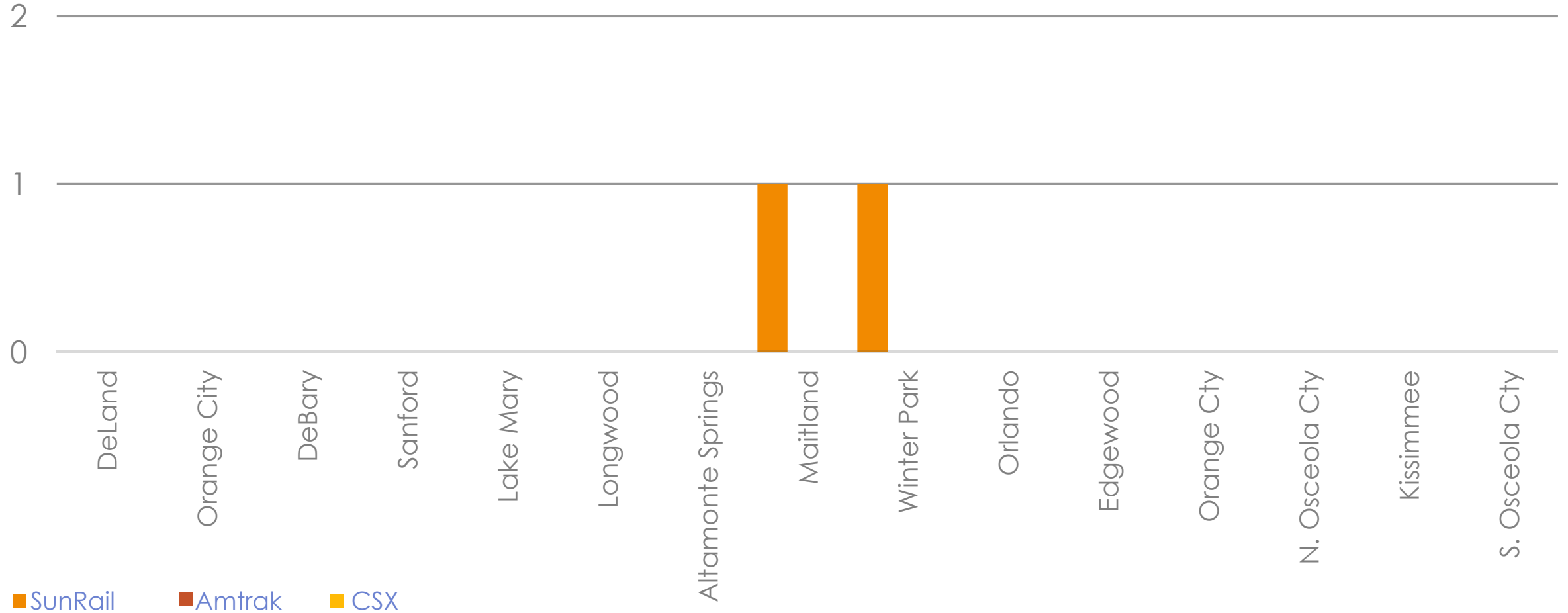
PERFORMANCE DETAIL	Days	Trains	Percentage
Efficiency testing	1	1	0.06%
Maintenance of Way	11	31	1.8%
Mechanical	15	24	1.4%
Other	6	16	1.0%
Passengers	8	12	0.7%
Signals & Components	19	45	2.7%
Train Interference	16	25	1.5%
Trespasser/Grade Crossing/Near Misses	8	19	1.1%
Total (Rounded)		173	10.3%

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



REVENUE INCIDENTS BY CITY/COUNTY

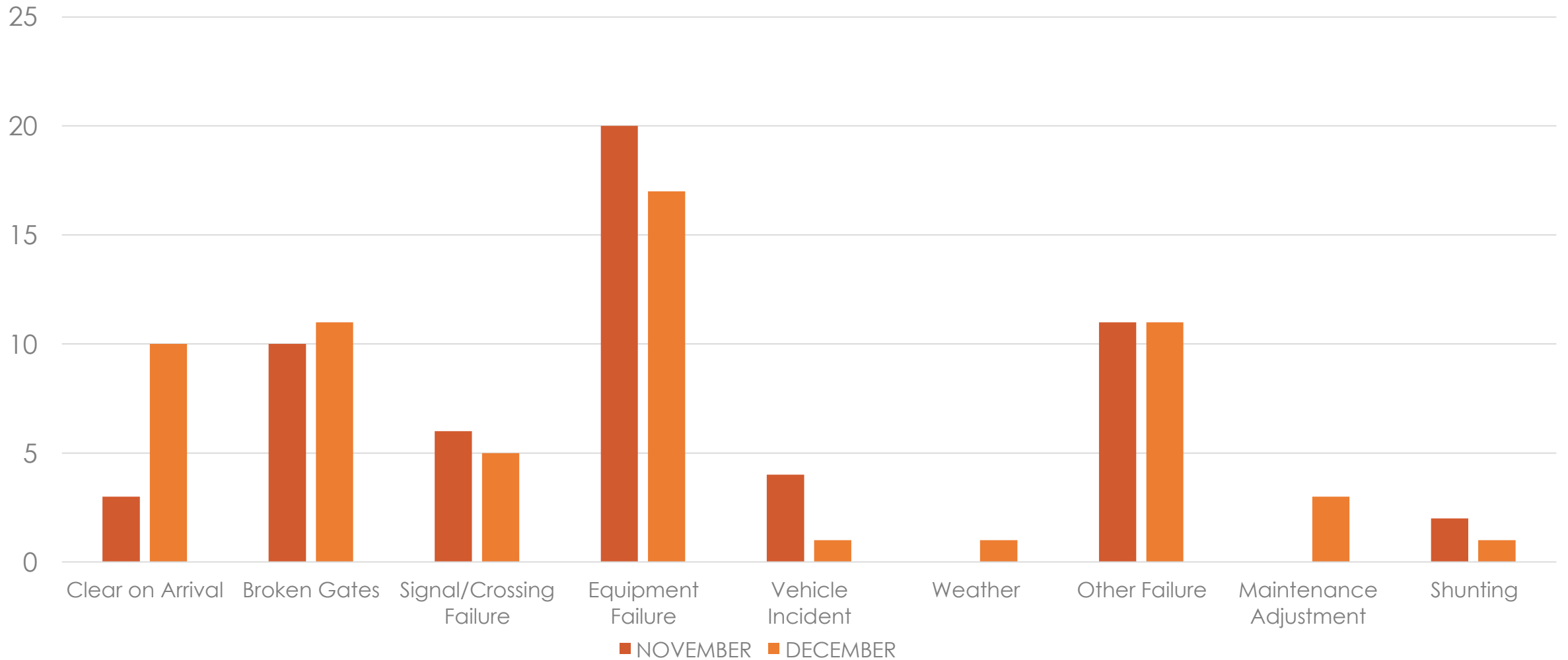
NOVEMBER – DECEMBER 2024





CFCRC SIGNAL SYSTEM INCIDENTS

NOVEMBER – DECEMBER 2024





QUIET ZONES

JURISDICTION	STATUS
Edgewood	Quiet Zone Established
Orange County	Quiet Zone Established Additional Quiet Zone Locations – Awaiting establishment
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
Volusia County	Awaiting Establishment

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





FY 24/25 OPERATING BUDGET UPDATE

OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	ANNUAL BUDGET	FISCAL 24/25 YTD Nov 30th, 2024	
		BUDGET	ACTUAL
Alstom - Operations	\$14,218,190	\$5,924,246	\$5,629,621
Alstom - Maintenance	\$17,239,721	\$7,183,217	\$6,824,494
Alstom - Incentive/disincentive	\$1,572,896	\$655,373	\$526,957
moovel Fare Collection O&M	\$1,541,202	\$642,168	\$9,452
Herzog - Signal Maintenance of Way	\$3,958,813	\$1,649,505	\$1,562,436
WiFi and APC O&M, Cellular for Comms	\$315,000	\$131,250	\$0
Fleet Management Witronix O&M	\$105,000	\$43,750	\$53,947
Green's Energy - Fuel	\$4,100,000	\$1,708,333	\$1,332,225
Gallagher - Insurance	\$5,000,000	\$5,000,000	\$4,229,667
Amtrak/Alstom/Herzog - Preventative Maintenance	\$2,860,000	\$1,191,667	\$583,707
Alstom/Amtrak SOGR Heavy vehicle Maintenance	\$4,400,000	\$1,833,333	\$1,102,422
Banking, Merchant, and Armored Car Services	\$152,250	\$63,438	\$39,005
Station and Onboard Security	\$1,386,000	\$577,500	\$573,208
PTC O&M (Herzog & Alstom)	\$11,000,000	\$4,583,333	\$3,669,989
Subtotal - System operating costs	\$67,849,071	\$31,187,113	\$26,137,131
Consultant Support	\$12,800,000	\$5,333,333	\$6,199,901
TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	\$80,649,071	\$36,520,446	\$32,337,033



FY 24/25 OPERATING BUDGET UPDATE

OPERATING REVENUE	ANNUAL BUDGET	FISCAL 24/25 YTD Nov 30th, 2024	
		BUDGET	ACTUAL
Farebox revenue	\$2,205,000	\$918,750	\$721,595
CSX usage fees	\$3,525,648	\$1,469,020	\$1,391,478
Amtrak usage fees	\$988,769	\$411,987	\$498,435
FCEN usage fees	\$20,000	\$8,333	\$0
Right-of-way lease revenue	\$125,000	\$52,083	\$66,606
Ancillary revenue	\$323,580	\$134,825	\$267,052
<i>Subtotal - System revenue</i>	\$7,187,997	\$2,994,999	\$2,945,166
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	\$26,094,999	\$26,045,166



FY 24/25 OPERATING BUDGET UPDATE

OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	ANNUAL BUDGET	FISCAL 24/25 YTD Dec 31st, 2024	
		BUDGET	ACTUAL
Alstom - Operations	\$14,218,190	\$7,109,095	\$6,948,390
Alstom - Maintenance	\$17,239,721	\$8,619,861	\$8,424,316
Alstom - Incentive/disincentive	\$1,572,896	\$786,448	\$636,068
moovel Fare Collection O&M	\$1,541,202	\$770,601	\$12,581
Herzog - Signal Maintenance of Way	\$3,958,813	\$1,979,406	\$1,908,294
WiFi and APC O&M, Cellular for Comms	\$315,000	\$157,500	\$0
Fleet Management Witronix O&M	\$105,000	\$52,500	\$51,373
Green's Energy - Fuel	\$4,100,000	\$2,050,000	\$1,485,975
Gallagher - Insurance	\$5,000,000	\$5,000,000	\$4,229,667
Amtrak/Alstom/Herzog - Preventative Maintenance	\$2,860,000	\$1,430,000	\$549,919
Alstom/Amtrak SOGR Heavy vehicle Maintenance	\$4,400,000	\$2,200,000	\$961,743
Banking, Merchant, and Armored Car Services	\$152,250	\$76,125	\$42,253
Station and Onboard Security	\$1,386,000	\$693,000	\$554,468
PTC O&M (Herzog & Alstom)	\$11,000,000	\$5,500,000	\$4,566,935
Subtotal - System operating costs	\$67,849,071	\$36,424,536	\$30,371,982
Consultant Support	\$12,800,000	\$6,400,000	\$7,280,497
TOTAL OPERATING COSTS, CAPITAL MAINTENANCE AND CONSULTANT SUPPORT	\$80,649,071	\$42,824,536	\$37,652,479



FY 24/25 OPERATING BUDGET UPDATE

OPERATING REVENUE	ANNUAL BUDGET	FISCAL 24/25 YTD Dec 31st, 2024	
		BUDGET	ACTUAL
Farebox revenue	\$2,205,000	\$1,102,500	\$890,832
CSX usage fees	\$3,525,648	\$1,762,824	\$1,495,645
Amtrak usage fees	\$988,769	\$494,385	\$618,064
FCEN usage fees	\$20,000	\$10,000	\$0
Right-of-way lease revenue	\$125,000	\$62,500	\$81,819
Ancillary revenue	\$323,580	\$161,790	\$293,147
<i>Subtotal - System revenue</i>	\$7,187,997	\$3,593,999	\$3,379,506
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	\$26,693,999	\$26,479,506