

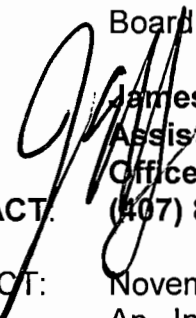


Interoffice Memorandum

AGENDA ITEM

November 2, 2017

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E.
Assistant County Administrator
Office of Regional Mobility

CONTACT: (407) 836-5610

SUBJECT: November 14, 2017 - Consent Item
An Interlocal Agreement Regarding Cost Sharing to Obtain
Consultant Services Regarding the SunRail Commuter Rail
System

Currently, the Florida Department of Transportation ("FDOT") is responsible for the development, implementation, and day-to-day operations of the SunRail Commuter Rail System ("SunRail") running from Osceola County through Orange County, the City of Orlando, and Seminole County, and into western Volusia County. In 2021, SunRail will become the responsibility of the Central Florida Commuter Rail Commission ("CFCRC"), a legal entity comprised of local governments benefiting from SunRail. Prior to that occurring, the local government partners desire to retain the services of a consultant with expertise in commuter rail systems to perform a comprehensive analysis for the transition of responsibility from FDOT to CFCRC.

Four local government partners are agreeing to share equally in the cost to retain the commuter rail system consultant (the section of SunRail into Volusia County has been slightly delayed due to Federal funding delays). Each will deposit a sum of \$37,500 into a separate escrow account established by CFCRC. The sum deposited by each of the local government partners is intended to be a "not-to-exceed" amount. Consultant services will be procured through a consortium purchasing process with participation from each of the local government partners; with a consultant selection committee and a Steering Group comprised of representatives from each local government partner.

ACTION REQUESTED: Approval and execution of Interlocal Agreement Regarding Cost Sharing to Obtain Consultant Services by and between Orange County, Osceola County, Seminole County, and the City of Orlando. All Districts.

JEH/lab

Attachments

c: Ajit Lalchandani, County Administrator

INTERLOCAL AGREEMENT
Regarding
COST SHARING TO OBTAIN CONSULTANT SERVICES

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

W I T N E S S E T H:

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

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

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

WHEREAS, CFCRC is scheduled to assume responsibility for the funding, operation, management, and maintenance of SunRail in 2021; and

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

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

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

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

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

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

consultant's contract administration, or as directed by the SG. The Project Manager shall at all times coordinate with the SG.

6. **Funding.** The Local Government Partners agree to share equally in the cost to retain the commuter rail system consultant. Within 60 days of the Effective Date, as defined herein, each party hereto shall deposit a sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) into a separate, restricted, interest-bearing escrow account established by CFCRC. CFCRC shall designate an escrow agent responsible for administering said account for the purpose of selecting and compensating the consultant. The sum deposited by each of the Local Government Partners is intended to be a "not-to-exceed" amount. Any consultant services that result in fees that exceed the sum available in the escrow account must be approved by the Local Government Partners in writing and in advance of the services being performed. The Local Government Partners shall share equally in the payment of those excess fees. In the event the actual sum required to fund the consultant is lower than the sum deposited by the Local Government Partners, any funds remaining in the escrow account after the consultant has been compensated shall be promptly refunded to the Local Government Partners in equal shares.
7. **Effective Date; Term.** This Agreement shall become effective upon full execution by all parties hereto ("Effective Date") and shall continue in full force and effect until the CFCRC accepts the final deliverable set forth in the Scope.
8. **Amendments.** This Agreement may be modified only by written instrument expressly approved by the Local Government Partners and only if properly executed by all parties hereto.
9. **Enforcement.** The parties hereto shall have all legal and equitable remedies provided by Florida law for enforcement hereof.
10. **Validity.** After consulting with their respective legal counsel, each party hereto represents and warrants to the others its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The parties each hereby represent, warrant, and covenant to and with the others (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming due authorization, execution and delivery hereof by the other party hereto).
11. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or

related to this Agreement shall be in the County in which SunRail's administrative offices are located.

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

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

[SIGNATURE PAGES FOLLOW]

ORANGE COUNTY, FLORIDA

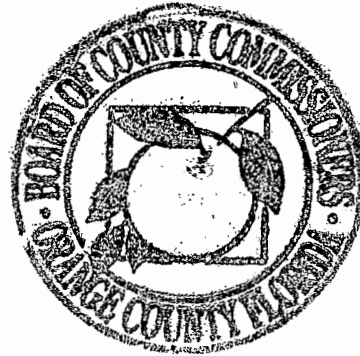
By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs,
Orange County Mayor

Date: 11.14.17

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

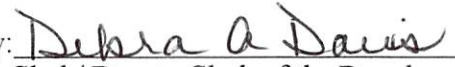
By: Craig A. Stopyra
for Deputy Clerk
Print Name: Craig A. Stopyra



BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: 
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: 
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

November 13, 2017



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

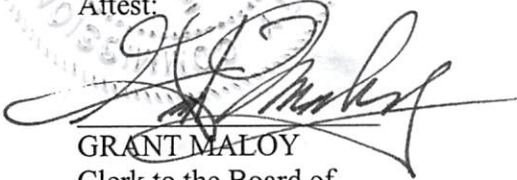
By: _____

John Horan, Chairman

Date: _____

11/22/2017

Attest:


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

For the use and reliance
of Seminole County only.

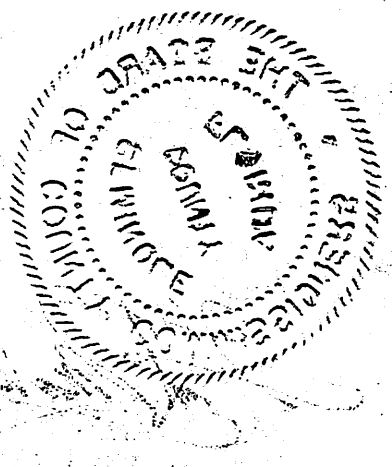
As authorized for execution by the Board of County
Commissioners at its Nov 14, 2017 meeting

Approved as to form and
legal sufficiency.


County Attorney

Interlocal Agreement regarding Cost Sharing to obtain Consultant Services

[Handwritten signature]
7/25/55




[Handwritten signature]

[Handwritten signature]

Internal Agreement regarding cost sharing to obtain Copyright Services

CITY OF ORLANDO

By: _____



Mayor/Mayor Pro Tem

ATTEST:



City Clerk

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



Assistant City Attorney

 Date: 11/17/17

[Handwritten signature]



[Handwritten signature]
5/1/11

Exhibit A

Central Florida Commuter Rail (SunRail) Document Research and Analysis Consultant Services Contract

Scope of Services

In anticipation of the future transfer of ownership and management of the Central Florida Commuter Rail (CFCR dba SunRail) system from the purview of the Florida Department of Transportation (FDOT) to that of the Central Florida Commuter Rail Commission (CFCRC), a thorough analysis of existing financial, operational and contractual aspects of SunRail (Transition Analysis) should be performed, which may then serve as a baseline and framework to develop a final Transition Plan that should be in place well before the ownership transfer takes place.

At present, the FDOT has the sole responsibility for the development, design, engineering, construction, reconstruction, installation, procurement, operation and maintenance of the SunRail system. Through a series of agreements, the CFCRC presently acts in an advisory capacity to the FDOT and is comprised of five funding partners – Orange County, Osceola County, Seminole County, Volusia County, and the City of Orlando. In addition, a Technical Advisory Committee (TAC) and a Customer Advisory Committee (CAC) act in an advisory capacity to the CFCRC and FDOT. After May 1, 2021, the CFCRC is scheduled to assume all responsibility of the system, except that the FDOT will retain ownership of the corridor and provide an easement to the CFCRC to ensure the ability to continue operations within the SunRail area of operation. Nevertheless, it is anticipated that the FDOT will be a full partner in the transition planning phase of the system. While the transfer of ownership is not planned to take place until 2021, it is imperative that a plan for the transition is in place well before the effective date of the transfer.

For this Transition Analysis, the Consultant shall obtain and analyze pertinent documents to support a well-planned and smooth transition of such ownership/management. Document research and compilation shall include, but may not be limited to, legal agreements, operation, financial/budget, public outreach historical data, codified procedures and plans/procedures for future expansions. Upon having collected and analyzed the documents, the Consultant shall compile and produce a complete and organized inventory of all documentation and shall prepare a report detailing a brief history of SunRail from its inception to its current status. The Transition Analysis also will identify necessary amendments to existing agreements between all agencies and entities pertinent to the transition process. Moreover, the consultant shall recommend and identify any new agreements required as part of the transition process. As part of the data collection, the Consultant will also research select local government agencies in the United States that own and or operate fixed guideway transit systems (preferably commuter rail systems) and briefly outline the extent of interagency agreements and governing structures of these systems. The Consultant will provide a brief synopsis of the interagency agreements and governing structures pertaining to at least three current operating systems. Following the transition, coordination between the FDOT and the CFCRC will continue to be necessary as detailed in and in accordance with existing and future agreements. Consequently, this Transition Analysis shall also recommend a process or framework for how such coordination shall take place.

The Consultant shall provide the lump sum fee, man-hour estimates, and the Activity and Fee Summary utilizing forms in Exhibit B. A general Project Schedule shall be attached as Exhibit C. The tasks included in this Scope of Services can be generally grouped into the following primary categories:

1. Administration
2. Information Sharing and Coordination
3. Document Collection, Analysis and Development of Operations Report
4. Development of Transition Framework

The format and digital source application used for all submittals are subject to CFCRC acceptance and approval. All maps and illustrations depicting aerial extent shall include a directional symbol indicating north and scale appropriate to the map at the size presented. Reproduced maps of greater or lesser dimension than the original must include a modified scale specific to the reproduced map.

The scope of services addresses each task within these elements and serves to further define specific requirements.

1.0 ADMINISTRATION

1.1 Notice to Proceed Meeting

The Consultant shall prepare for and attend a Notice to Proceed (NTP) Meeting with a Steering Group (SG) comprised of representatives of the five funding partners and FDOT. For this NTP meeting, the Consultant shall have developed an agenda and draft project schedule in accordance with Task 1.4. At this meeting, SG and key members of the Consulting team shall set the final parameters for the project and formally initiate the project. The Consultant shall prepare and distribute meeting minutes to the SG (draft within 3 days and final within 5 days of the meeting).

1.2 Project Status Meetings

The appropriate members of the Consulting team shall attend monthly meetings with the CFCRC (anticipate 3 but can be up to 5 meetings) and with the SG (up to 10 meetings) to discuss project progress and status, upcoming events and action items. The purpose of these meetings is to maintain clear communication between the CFCRC, SG (consisting of the funding partners and FDOT) and the Consultant Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings (draft within 3 days, final within 5 days of the meeting). The project schedule shall reflect these meetings.

1.3 Project Management/Supervision

Work effort for Project Management/Supervision for each Task shall be included in the various Pay Items for each Task and shall not exceed 10 percent (10%) of the work effort for that Task.

1.4 Project Schedule

The Consultant shall prepare and submit a detailed project schedule to guide the timely completion of this scope, identifying tasks, their duration and task relationships. To ensure timeliness and efficiency, the project schedule shall take into consideration the meeting dates and meeting and public noticing requirements of each funding partner's Board. An updated project schedule shall be submitted at each project status meeting, with notation or justification of any major changes or delays in the schedule.

1.5 Invoices

Invoices shall be prepared in the format prescribed by the CFCRC. A Pay Item Breakdown sheet shall accompany each invoice. A narrative description of the work performed by the Consultant during the billing period for each item in the scope shall also accompany the invoice. The narrative shall also describe the work to be performed during the next billing period.

1.6 Quality Assurance/Quality Control

The Consultant shall designate appropriate staff to conduct Quality Assurance/Quality Control (QA/QC) reviews of all work products. These reviews shall be performed for press releases, exhibits, PowerPoint presentations, reports, maps, and other work products prior to submission to the CFCRC for review or use. Work effort for QA/QC reviews shall be included as part of the work effort for the various Pay Items in each Task as identified elsewhere herein and shall be limited to 5 percent (5%) of the work effort of each Task.

1.7 Deliverables

Work to be completed under this Task by the Consultant shall require the following items to be delivered and accepted by the CFCRC:

- Notice to Proceed Meeting Materials and Minutes
- Project Status Meeting Minutes
- Project Schedule (Initial and updates as needed)

1.8 Pay Items

Work to be completed under this Task by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Summary:

- Notice to Proceed Meeting Materials and Minutes
- Project Status Meeting Minutes
- Project Schedule (Initial and updates as needed)

2.0 INFORMATION SHARING AND COORDINATION

Information sharing and coordination are key components of this project. It is vital that information about the project is timely and efficiently presented and disseminated to elected and appointed officials of the funding partners - Orange County, Osceola County,

Seminole County, Volusia County, and the City of Orlando (and representatives of FDOT as necessary). **OPTION** - Presentations on the project may also need to be given to the LYNX Board of Directors, River 2 Sea Transportation Planning Organization (TPO), VOTRAN, and MetroPlan Orlando Board.

2.1 Coordination Plan

The Consultant shall prepare a Coordination Plan and submit it to the SG and CFCRC for review and approval within two weeks of the Notice to Proceed meeting. The Coordination Plan shall delineate the Consultant's efforts to inform and receive input and direction from the respective funding partners. The Coordination Plan shall also establish a tentative schedule, taking into consideration the meeting dates and public noticing requirements of these various Boards. The Coordination Plan shall take into consideration the project deadline established in Task 5.

2.2 Information/Coordination Meetings

Following the Coordination Plan, the Consultant shall prepare for and conduct the information/coordination meetings as described below:

- 2.2.1** Kick-Off Meeting with TAC and SG (Meeting #1) – The Consultant shall prepare for and conduct a Kick-Off/Information Meeting with the SG within eight (8) weeks of the Notice to Proceed Meeting. The purpose of this meeting is to present the findings of Task 3, including document collection progress, findings and draft historical background documentation to the SG.
- 2.2.2** Kick-Off/Information Meeting with CFCRC (Meeting #2) – The Consultant shall also prepare for and conduct an Information Meeting with the CFCRC within ten (10) weeks of the Notice to Proceed Meeting. The purpose of this meeting is to present the findings of Task 3 and comments received from the SG from Meeting #1 to the CFCRC.
- 2.2.3** Draft Transition Analysis Meeting with SG (Meeting #3) – Following the completion of Task 4 and development of the Draft Transition Analysis based on feedback received from Meetings 1 through 2, the Consultant shall prepare for and conduct a meeting to present the Draft Transition Analysis to the SG. The Consultant will also identify at least three operating systems owned and or operated by local governments that can be categorized as similar to SunRail, along with pertinent inter-agency agreements and framework of the governing boards/structure for those systems.
- 2.2.4** Draft Transition Analysis Meeting with CFCRC (Meeting #4) – Based on feedback from Meeting #3, the Consultant shall update the Draft Transition Analysis (in redline format) and shall prepare for and conduct a meeting with the CFCRC to present the Draft Transition Analysis and feedback received from Meeting #3.

- 2.2.5** Second Draft Transition Analysis Meeting with SG (Meeting #5) – Based on feedback from Meeting #4, the Consultant shall update the Draft Transition Analysis (in redline format) and shall prepare for and conduct a meeting with the SG to present the Draft Transition Analysis and feedback received from Meeting #4.
- 2.2.6** Second Draft Transition Analysis Meeting with CFCRC (Meeting #6) – Based on feedback from Meeting #5, the Consultant shall update the Draft Transition Analysis (in redline format) and shall prepare for and conduct a meeting with the CFCRC to present the Draft Transition Analysis and feedback received from Meeting #5.
- 2.2.7** Draft Transition Framework Document Meeting with SG (Meeting #7) – The purpose of this meeting is to present the findings of Task 4 with input received from Meetings 5 and 6. This task is intended to generally identify future agreements and documents necessary for an eventual transition of systems ownership. The Transition Framework Document therefore should simply be a listing and brief description of necessary or proposed documents for the transfer – but not the development/production of said documents. At this point the Consultant will also provide a brief draft synopsis of at least three operating systems owned and or operated by local governments, inclusive of pertinent inter-agency agreements and framework of the governing boards/structure.
- 2.2.8** Draft Transition Framework Document Meeting with CFCRC (Meeting #8) – Based on feedback from Meeting #7, the Consultant shall update the Draft Transition Framework (in redline format) and shall prepare for and conduct a meeting with the CFCRC to present the Draft Transition Framework and feedback received from Meeting #7.
- 2.2.9** Final Draft of Transition Analysis and Transition Framework Document Meeting with SG (Meeting #9) – The purpose of this meeting is to present the final report consisting of the Transition Analysis Report and the Transition Framework document to the SG. The final Framework Document will also include a brief synopsis of at least three operating systems owned and or operated by local governments inclusive of pertinent inter-agency agreements and framework of the governing boards/structure.
- 2.2.10** Final Transition Analysis and Transition Framework Document Meeting with CFCRC (Meeting #10) – The Consultant shall update the final Transition Analysis and Transition Framework Document (in redline format) and shall prepare for and conduct a meeting with the CFCRC to present the final Transition Analysis and final Transition Framework Document and feedback received from Meeting #9.
- 2.2.11** Completion of Tasks 2.2.1 – 2.2.10 shall be in accordance with the following guidelines:

- Public Noticing: The Consultant shall work with the SG to ensure that CFCRC and County/City Board meeting public notices satisfy the public noticing requirements of each respective local government/funding partner. The Consultant shall be responsible for placing the meeting dates/ announcements on each funding partner's community calendar, newspaper and media outlets as appropriate for each local government.
- Preparation and Documentation of Meetings
 - Logistics: The Consultant shall conduct all preparations for the meetings and shall ensure that appropriate Consultant personnel are present to assist with the meetings. The Consultant shall ensure that informational materials and other displays shall be displayed for public review and comment at least one (1) hour prior to the start time of any meeting of a governmental Board.
 - Presentation/Materials: The Consultant shall obtain direction from the SG, if possible during the Progress Meetings, prior to beginning work on meeting presentation and materials and shall have the PowerPoint presentation and all meeting materials (including exhibits) in final draft format ready for review by the SG no later than four (4) weeks prior to the Board meeting. Any and all meeting materials that will be presented to the Board must be approved by the SG and must be submitted to the SG in final format no later than two (2) weeks prior to the Board meeting date.
 - Meeting Documentation: The Consultant shall document, interpret and summarize all comments received and questions addressed at the meetings and shall prepare written responses to all questions not adequately addressed at the meetings. The Consultant shall (if necessary) provide follow-up information meeting to respond to comments and questions. Sign-In sheets, public comment card summaries, final meeting minutes/summaries, and other meeting documentation shall be submitted to the SG and CFCRC within five (5) days of the meeting.

2.3 Deliverables

Work to be completed under this Task by the Consultant shall require the following items to be delivered and accepted by the CFCRC:

- Coordination Plan
- Public Notices/Affidavits
- Information/Coordination Meetings
 - Presentations
 - Exhibits and displays

- Handouts (if applicable)
- Response/Comment Tabulations
- Meeting Summaries

2.4 Pay Items

Work to be completed under this Task by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Summary.

- Coordination Plan
- Information/Coordination Meetings including Public Notices/Affidavits

3.0 DOCUMENT COLLECTION, ANALYSIS AND DEVELOPMENT OF OPERATIONS REPORT

Immediately upon receipt of the Notice to Proceed, the Consulting Team shall begin collecting historical information regarding the implementation of the commuter rail system including existing and plans/documents for future plans/phases (including documents/agreements between FDOT and transit agencies). This effort shall also include a listing of all necessary agreements and documents necessary for the transition process. The Consultant shall:

- Collect and review current organizational structure (FDOT, consultants, contractors, advisory committees both internal and external),
- Summarize historical background of SunRail and provide a brief and succinct summary of SunRail from inception to present day, and
- Collect, review and provide detailed summary of all interlocal agreements between local governments and FDOT.
- Compile a detailed list of necessary future agreements (new and necessary amendments) in anticipation of the transition.

3.1 Inventory, Review and Documentation of Existing Contracts and Agreements

The Consultant shall collect, analyze and document existing contracts and agreements with all pertinent organizations/vendors and provide a detailed SunRail Operations History Report of said contracts and agreements, to include a description of respective roles and responsibilities of involved parties and the identification of any outstanding contract disputes, non-performance issues and resolutions. Contracts and agreements to be analyzed and documented include:

- Railroad agreements (CSX, FTA, Amtrak, FCEN, LYNX, VOTRAN, and others as appropriate), with specific information as to:
 - Duration or time periods of contracts/agreements
 - Operation and Maintenance (O&M) responsibilities and obligations (vehicles, tracks, signals, gates/fencing, and structures)
 - Insurance/Risk Management
 - Operating Procedures
 - Funding (Operation and Maintenance)
 - Rail Station obligations – maintenance, security, etc. (existing and future)

- FTA/FRA Reports and Requirements
- Transit Agreements (LYNX and VOTRAN)
- Agreements with private contractors/vendors

3.2 Financial/Budget Reports

Using the data collected from existing agreements and pertinent documents, the Consultant shall provide a comprehensive report containing the following data and information:

- Annual SunRail Budget (historical data to present)
- Projected Budget through 2021 (and beyond if available)
- Revenue source (actual and anticipated)
- Expenditures (actual and anticipated)
- Comparison of revenues to expenditure with identification of any shortfalls
- Fiscal Audits

Information and findings from this task shall be included in the detailed SunRail Operations History Report.

3.3 General Data Report

The Consultant shall evaluate and summarize the following for inclusion in the SunRail Operations History Report:

- Existing Public Outreach Program, including media and public inquiries
- Safety Protocols
- Incident/Accident Reports

3.4 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the CFCRC:

- Document Analysis and Operations Report, which shall detail the following:
 - SunRail Organizational Structure
 - Summary of SunRail History (Inception to Present Day)
 - Summary and analysis of Interlocal Agreements
 - Inventory and Documentation of Contracts and Agreements
 - Financial/Budget Report
 - General Data Report

3.5 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Document Analysis and Operations Report

4.0 DEVELOPMENT OF TRANSITION FRAMEWORK

4.1 Based on feedback/direction received from Task 2 and findings from Task 3, the Consultant shall develop a Transition Framework, which shall include an implementation timeline or schedule. Additionally, the Transition Framework shall include:

- Proposed administrative structure
- Identification of developing necessary inter-local agreements of the funding partners (inclusive of FDOT, transit agencies and other entities as applicable)
- Process of developing, maintaining or amending inter-local agreements
- Parameters for FDOT/Local Government Agreements and coordination, including, but not limited to:
 - Transition Plan Agreement
 - Contract Operator continuity
 - Anticipated annual operating and maintenance costs (local government allocations) – Five and Ten Year Plans
 - Statutory requirements
 - Chief Executive provisions (Management Plan)
 - Performance requirements
 - Maintenance responsibilities (including fleet management/replacement plan)
 - Indemnification
 - Safety and Security Plan
 - Right-of-Way Maintenance Plan
 - Rights and obligations relative to operations
 - Necessary permitting process for future and existing infrastructure
 - Funding obligations of each respective party as applicable
 - Development rights and obligations
 - Inspection and acceptance of all infrastructure (including rail, maintenance yard(s), stations and other pertinent assets)
 - Dispute resolution
 - Amendments/modifications/dissolution of agreements
- Transit Provider Agreements and Coordination
 - LYNX
 - VOTRAN
 - Other Transit Agencies and Partners
 - Fiscal considerations
- Synopsis of similar locally operated systems

4.2 Deliverables

Work to be completed under this section shall require the following items to be delivered and accepted by the CFCRC:

- Draft Transition Framework

- Final Transition Framework

4.3 Pay Items

Work to be completed under this section by the Consultant shall be paid for under the following pay items as listed in the Activity and Fee Schedule.

- Draft Transition Framework
- Final Transition Framework

5.0 PROJECT SCHEDULE

The Consultant shall submit all required deliverables and provide specified services within 240 calendar days from the date of the written Notice to Proceed from the CFCRC.