

# LYNX Board Agenda

Board Date: 12/6/2007

Time: 10:30 AM or immediately following Audit Committee

[View The Summary Report](#)

[View the Audit Committee Agenda Report](#)

LYNX Offices  
455 N. Garland Ave.  
Orlando, FL 32801

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

## 1. Call to Order & Pledge of Allegiance

## 2. Approval of Minutes

-  Minutes from the October 25, 2007 Board of Directors meeting (Pg 4-8)

## 3. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

## 4. Chief Executive Officer's Report

## 5. Consent Agenda



### A. Authorization to Award Contracts

-  Grosvenor Building Services, Inc. - Janitorial Services (Pg 9-10)
-  Authorization to enter into a Service Funding Agreement with Seminole County for FY2007-2008 service (Pg 11-40)

- Attachment











### B. Authorization to Extend Contracts

-  Authorization to renew option year of Federal Lobbying Services Contract #06-001 (Pg41)
-  Authorization to amend the contract with the Florida Commission for the (Pg 42-46) Transportation Disadvantaged (CTD) and to extend the contract for Medicaid Non-Emergency Transportation





- Attachment



### C. Miscellaneous

- i.  Authorization to release Invitation for Bid (IFB) for Operator uniforms (Pg 47)
- ii.  Authorization To File A Grant Application With FDOT For FY 2009 Rural Transportation Services and FY 2009 Rural and Small Urbanized Area JARC/NFP Funding (Pg 48-51)  
*- Attachment* 
- iii.  Authorization to execute option year four and increase contract (#05-018) to Doug Bloodworth Enterprises, Inc for Artistic Painting of LYNX vehicles (Pg 52-53)
- iv.  Request the Board of Directors appoint Trustees for LYNX' Deferred Compensation Plan (Pg 54)
- v.  Authorization to Enter Into An Agreement With METROPLAN ORLANDO for FY 2008 Transit Planning Activities (Pg 55-74)  
*- Attachment* 
- vi.  Authorization to expand the contract with Burgess Chambers & Associates to include the Deferred Compensation Plan (Pg 75-76)

## 6. Action Agenda



- A.  Authorization of Proposed Fare Adjustments and Fare Structure, with an effective date of January 6, 2008 (Pg 77-84)
- B.  Authorization to Eliminate Link 33 (Pg 85-87)
- C.  Authorization to Negotiate a Financial Settlement with The Collage Companies concerning the LYNX Operations Center Construction Contract (Pg 88-89)
- D.  Authorization to Award and Negotiate a Contract for State Lobbying Services (Pg 90-91)

## 7. Work Session

- A.  CASE Project Progress Report (Pg 92-93)

## 8. Information Items




(For Review Purposes Only - No action required)

- A.  Change Orders for the LOC (Pg 94-113)  
*- Attachment* 

## 9. Other Business

## 10. Monthly Reports

(For Review Purposes Only - No action required)

- A.  Preliminary Monthly Financial Reports - September 2007 (Pg 114-120)  
- Attachment 
- B.  Monthly Employee Travel Report (Pg 121-122)
- C.  Planning Report (Pg 123-126)
- D.  Ridership Report (Pg 127-133)
- E.  Marketing Report (Pg 134-139)
- F.  Legislative Update (Pg 140-142)

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he will need a record of the proceedings, and that, for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 3012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

**LYNX**  
**Central Florida Regional Transportation Authority**  
**Monthly Board Meeting**

**PLACE:**     **LYNX Central Station**  
              **455 N. Garland Avenue**  
              **Board Room, 2<sup>nd</sup> Floor**  
              **Orlando, FL 32801**

**DATE:**       **September 27, 2007**

**TIME:**       **10:30 a.m.**

---

---

**Members in Attendance:**

Seminole County Chair, Carlton Henley, Chair  
Osceola County Commissioner, Bill Lane, Vice Chair  
FDOT District 5 Secretary, Noranne Downs, Secretary  
City of Orlando, Mayor Buddy Dyer  
Orange County Mayor, Richard Crotty

**Absent:**

---

---

**1. Call to Order and Pledge of Allegiance**

LYNX Chairman Carlton Henley called the meeting to order at 10:30 a.m. Mayor Dyer led the Pledge of Allegiance.

Chairman Henley welcomed Mayor Crotty back to the Board.

**2. Approval of Minutes**

Commissioner Lane moved to approve the minutes of the September 27, 2007 Board meeting. Mayor Dyer seconded the motion. The motion passed unanimously.

**3. Recognition**

**Lisa Darnall, COO, made the following Staff Recognitions:**

**Ron Jaramillo, LYNX Safety Officer for Risk Management**

Earlier this month Ron was one of three safety-training instructors recognized by the National Safety Council, Central Florida Chapter. Ron has been a certified instructor for the National Safety Council for 10 years and teaches 4, 8, and 12 hour Defensive Driving Courses in both English and Spanish to approximately 600 students each year when he is not working for LYNX. He is also a certified instructor developer and teaches specialized driving courses for truck, bus and service vehicle operators.

Ron was selected as the 2006 Defensive Driving Course' 1<sup>st</sup> Instructor of the Year. He was one of three instructors in the State of Florida who received an award for the number of classes taught in 2006 and for receiving all positive evaluations from his students.

Ron was also nominated for National Safety Council's Instructor of the Year.

### **Bill Zielonka**

As you may recall LYNX was recently awarded a Homeland Security grant in the amount of \$908,000 to train employees in terrorism awareness and emergency response.

This is the latest of several measures that LYNX has initiated with the help of Homeland Security grants. With the help of our Grants Department staff, Belinda Balleras and Patti Bryant, Bill's diligence and fortitude in addressing safety and security needs for LYNX will provide a wonderful opportunity to train our employees.

### **Terry Jordan**

Terry Jordan, LYNX Service Planner is leaving after 17 years of service. Terry started as a surveyor doing ride checks on the buses long before Automatic Passenger Counter technology and has worked his way up in the organization. Ms. Darnall presented him with a plaque in recognition for his years of dedicated service.

## **4. Public Comments**

Chuck Graham, expressed that he is very upset about the fact that there is a public hearing for another increase. This is premature. No one knows what the legislature will do. Advertising has been terrible. Mr. Graham only found about it on the 15<sup>th</sup>. You're hurting the wrong people. You're making the decision when the tax structure is not yet completed. The public should be notified more than a month ahead of time. It was not in the newsletter recently sent out. The publicity is terrible. If the public does come to the hearing, they need to pay for it. You're not listening.

He cost should be going up every five years instead of two. Permanent disability will not change. To do this every two years has a significant cost, \$180,000. We could go longer term and could have it done for half of what you're paying for it.

Here are three ideas to help funding. Advertising on MV vehicles. Not even a bumper sticker is on the new vehicles. The handicapped parking issue. The one cent sales tax is a good idea but the 2020 didn't go through because the politicians got involved. The disabled will help promote it.

## **5. Chief Executive Officer's Report**

Linda Watson, Chief Executive Officer, reported on the following items:

1. Bill Hearndon, LYNX' Manager of Paratransit Operations, was recently asked to serve a one-year term on the American Cancer Society's Lifeline Transportation Operating Committee. This is a statewide committee that will help many cancer patients get to life-sustaining treatments. LYNX is proud to be able to provide guidance to the American Cancer Society on their transportation needs. The goal of the Committee is to advise strategies on issues relating to cancer patient transportation and access to cancer treatments.
2. Additionally, Doug Jamison has been named chair of ITS America's PublicTransportation Advisory Group. This is a huge honor for Doug to serve on this advisory group and I am very happy for him.

3. Mira Bourova, LYNX GIS Analyst, has received Geographic Information Systems Professional (GISP) certification from the Geographic Information Systems Certification Institute. This certifies that Ms. Bourova has met the standards for ethical conduct and professional practice. It is issued based on a combination of work experience, education, and personal contributions to the advancement of the GIS profession by donating her skills in professional efforts not for compensation but for the fundamental health of the profession.
4. LYNX is experiencing a high volume of personnel changes. Terry Jordan is leaving after 17 years of service to LYNX. Randy Kilgore, our Manager of Maintenance who has been with LYNX for 10 years. Barbara Parker, Manager of Customer Service, employed with LYNX for more than 14 years retired last month. Barbara started as a surveyor (like Terry) then became a supervisor within Customer Service. Barbara served in the role as Manager of Customer Service for at least 8 years. Ms. Watson wished each of them a great deal of success in their future endeavors.
5. Ms. Watson reported that Jeff Reine has joined the Planning Division as a Project Manager. Jeff will be taking on the shelter program and other projects such as superstops and jurisdictional coordination on roadway project development & environment studies. Jeff came to LYNX from the consulting side of the business, with experience in these types of projects. Ms. Watson welcomed him to the LYNX family.
6. Ms. Watson reported that LYNX exceeded the FY2007 goal of installing 40 shelters. At the end of the fiscal year 43 shelters were installed within budget.
7. FPTA Conference – Ms. Watson mentioned that the LYNX marketing team brought home quite a bit of hardware from the 2007 Florida Public Transportation Association's Annual meeting that LYNX hosted October 21 - 23.
  - a. The team was recognized for Awards of Excellence in the following categories:
  - b. Internal Communications for our "In the Loop" employee newsletter
  - c. Bus Exteriors for the 10th Anniversary LYMMO
  - d. Print Advertising for our Commuter Service ad
  - e. Award of Merit in the Print Collateral category for the LYNX Planner/schedule book.
  - f. Award of Excellence "Best of the Best!" for the In the Loop employee newsletter
8. Ms. Watson congratulated the team and recognized John Pantuso for designing the "*In the Loop*" publication and the 10th Anniversary LYMMO bus and Garrett Burtoft for designing the Commuter Services ad and the LYNX Planner.
9. During the week of November 5<sup>th</sup>, the American Public Transportation Association (APTA) will conduct a peer review of the Human Resources Division. This peer review, similar to what was done last year with our Procurement Division, will include human resource professionals from several states around the country as well as a representative from Orange County to look at the effectiveness of our Human Resource Division.
10. Staff had the first Transportation Town Hall meeting as part of the CASE grant on public participation and the transportation planning process. It was held at Magnolia Towers

with their senior citizens. There was a great turn out with lots of discussion and they love riding the bus. They offered some suggestions that LYNX can make to improve how they are served.

11. The first two public hearings on the proposed fare increase were held October 24. There were about 15-20 people who attended. Most of the comments related to paratransit and two were on bus fares. There are two more hearings scheduled. Staff will provide a summary on all comments to the Board in December prior to the Board making a decision.
12. Earlier this week Ms. Watson met with Joyce Rose who is the Chief staff person on the House of Representatives Transportation and Infrastructure Committee, working for Chairman Oberstar and Ranking Member John Mica. They spent almost two hours discussing transportation issues and LYNX' system needs.
13. System-wide year-to-date ridership is 26,063,736; up by 2.9% from last year's 25,326,317. This is another new record! Significant increases on some of the routes include:
  - a. Link 30 – Colonial Dr. Cross-town 31.7%; increased headways to 30 minute.
  - b. Link 8 shows a 16.5% increase over previous year which is over 1380 riders on the average weekday. This increase correlates directly to the improvement of Link 8's headways to 10 minutes with the April Bid Change.
14. Disney services (300's, 50, & 56) are up 22.9% over prior year, or an additional 724 average weekday riders.
15. The LOC has passed all inspections and a permanent certificate of occupancy should be issued today.
16. FDOT has loaned LYNX the 511 display.
17. There is no November Board meeting and our December Board meeting is early in the month on December 6.

**Addition:** Chairman Henley thanked Pam Durkin for her two years of service as the Assistant Secretary to the Board of Directors.

## **6. Consent Agenda**

### **A. Authorization to Release Request for Proposal (RFP)**

- i. Authorization to release a Request for Proposal (RFP) for a Paratransit Interactive Voice Response (IVR) system

### **B. Authorization to Extend Contracts**

- i. Authorization to execute first option year of contract #04-016 with Quest, Inc., for paratransit eligibility functional assessment and fixed route travel training services
- ii. Authorization to ratify the extension of the fuel contract for ultra low sulfur diesel fuel to Mansfield Oil Company

## **C. Miscellaneous**

- i. Authorization to purchase up to thirty-two replacement buses
- ii. Authorization to amend the FY2008 Capital Budget
- iii. Adoption of the Chief Executive Officer's (CEO) annual appraisal and contract extension

**Motion:** Mayor Dyer moved to approve all consent items. Commissioner Lane seconded the motion. The motion passed unanimously.

## **7. Action Agenda Items**

### **A. 2008 Legislative Priorities**

J Marsh McLawhorn, Chief Government Affairs Officer, explained the 2008 legislative priorities.

1. Removing 1984 date to achieve charter county parity
2. Authorization of \$2 local option rental system surtax
3. Strengthening of transportation disadvantaged coordination
4. Support increased Medicaid funding for the transportation disadvantaged
5. Support Executive Order #07-126 to reduce greenhouse gas emissions
6. Monitor commuter rail progress

Mayor Crotty mentioned the charter county parity. J Marsh responded that a few counties are able to play but not many.

**Motion:** Commissioner Lane moved to approve Action Agenda Item 7.A. Mayor Dyer seconded the motion. The motion passed unanimously.

## **8. Other Business**

Norranne Downs would like to volunteer herself and DOT to assist LYNX by having a staff person, whether engineer or planner type that could help with efficiencies as far as routes, and also graphics. With the expertise at the DOT, it would be added value to this department. Ms. Downs will give her all to assist LNYX in hiring that position. I know you have consultants, but I do believe you can find someone who could help us in that and I am volunteering our services. Linda Watson thanked her and accepted her offer of assistance.

## **9. Information Items**

Information Items are for review purposes only. No action is required.

## **10. Monthly Reports**

Monthly Reports are for review purposes only. No action is required.

**Meeting adjourned at 11:15 a.m.**



**Consent Agenda Item #5.A. i**

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Joe Cheney  
(Technical Contact)  
Steven Robinson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Award Contracts  
~ Grosvenor Building Services, Inc. - Janitorial Services

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract for janitorial services to Grosvenor Building Services, Inc. The contract amount is \$504,065 for the first three years. If LYNX decides to exercise the two option years, the 1<sup>st</sup> option year will cost \$178,201 and the 2<sup>nd</sup> option year will cost \$183,548 for a total contract amount of \$865,814.

**BACKGROUND:**

The company awarded the contract shall provide all labor, materials, equipment and supervision necessary to provide janitorial services for LYNX at the following locations:

- (1) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804. This location requires janitorial services for the 2 story administrative building (B).
- (2) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL 32801. This location consists of janitorial services for the lobby and the 5 floors of the office tower including the stairwells.

Bids for IFB# 07-051 for janitorial services were opened on Oct. 31, 2007. Ten companies responded to our IFB, which was publicly advertised as well as posted on DemandStar.

<b>Bidder</b>	<b>Five Year Bid Amount</b>
Culyer's Professional Services	1,351,430
Tri-Angle Maintenance Services	1,043,058
Instant Service Solution	1,036,096
Amerishine	989,328
A.B.J.S. Inc	946,686
J.M.C. Services	909,213
G.M.I. Group Inc	905,997
Sands, USA Building Services	896,436
Florida Cleaning System	876,799
Grosvenor Building Services	865,814

The table above indicates the bids as they were received in order from the highest to the lowest.

**FISCAL IMPACT:**

The total contract amount is \$865,814 for three years with two one-year options. The first year contract amount of \$163,080 is included in the FY2008 Operating Budget.

---

**Consent Agenda Item #5.A. ii**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Authorization to Award Contracts  
~ Authorization to enter into a Service Funding Agreement with Seminole County for FY2007-2008 service

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Service Funding Agreement with Seminole County in the amount of \$4,389,805.

**BACKGROUND:**

LYNX and Seminole County desire to formally enter into a service funding agreement to support the operation of public transportation service within Seminole County in the amount of \$4,389,805. In September 2007, LYNX requested Board authorization to execute a service funding agreement between LYNX and Seminole County in the amount of \$4,710,007.

Since that time, the Seminole County Board of County Commissioners decided to eliminate the funding for Link 33, thus reducing their funding commitment by \$320,202.

Staff recommends LYNX enter into this contract with this consent item and later address the service issues through the action item "Authorization to eliminate Link 33". At that time, staff will supply an update on the results of the public involvement process (began in October at the direction of this Board) pertaining to the proposal of service reduction.

**FISCAL IMPACT:**

---

The fiscal impact of the service elimination will result in a reduction in funding from Seminole County in the amount of \$320,202.

---

**INTERLOCAL AGREEMENT FOR PUBLIC TRANSIT SERVICES  
BETWEEN SEMINOLE COUNTY AND  
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SEMINOLE COUNTY, a charter county and a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose address is 455 N. Garland Avenue, Orlando, Florida 32801-1128 (hereinafter "LYNX").

**W I T N E S S E T H**

**WHEREAS**, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act") provides *inter alia* that specific public facilities and services must be available concurrently with the impacts of development; and

**WHEREAS**, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

**WHEREAS**, the COUNTY recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system and offers a viable alternative to private automobile travel; and

**WHEREAS**, LYNX desires to provide alternative public transit services within Seminole County; and

**WHEREAS**, the COUNTY now desires to provide LYNX with specified amounts of funding to support the operation of a public transportation service within Seminole County.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the COUNTY and LYNX agree as follows:

**SECTION 1. RECITALS.** The COUNTY and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.


**SECTION 2. LYNX SERVICE AND REPORTING REQUIREMENTS.** In consideration of the funding provided by the COUNTY, LYNX agrees to provide the services and reports specified in this Agreement.

**2.01 SERVICE REQUIREMENTS AND FUNDING:**



(a) Subject to paragraph (e) of this section, LYNX shall provide, at a minimum, the level of services, routes, and scheduling identified in Exhibit "A" hereto, which Exhibit is incorporated by reference into this Agreement. LYNX shall also maintain "ACCESS LYNX" paratransit service and "VANPOOL" service in Seminole County during the term of this Agreement. As payment and consideration for the provision of such services by LYNX, COUNTY shall pay the amount of FOUR MILLION THREE HUNDRED EIGHT-NINE THOUSAND EIGHT HUNDRED FIVE AND NO/100 DOLLARS (\$4,389,805.00) pursuant to the terms and conditions of Section 3 of this Agreement.

(b) The intent of the parties is for the above-described level of funding to be allocated among the various bus routes and schedules described in Exhibit "A" according to the distribution of funding shown in Exhibit "B" to this Agreement, which Exhibits are incorporated herein by reference. The parties agree that the COUNTY funding is not the only source of funding for said minimum levels of service and mere insufficiency of funds from the COUNTY shall not be grounds for unilateral reductions or alterations by LYNX to the minimum levels of public transit services envisioned herein.

(c) The Executive Director for LYNX, or his or her designee, and the COUNTY Manager, or his or her designee, shall meet periodically (and in any event when requested by either party no less frequently than quarterly) during  the term of this Agreement for the purpose of evaluating the adequacy of the minimum levels of service and the need for alterations thereto. If the parties mutually agree that the routing, scheduling, or allocated COUNTY funding by route and type of service needs to be revised to reflect changes in ridership, public demand for service, or for any other reason, this Agreement may be amended pursuant to Section 12 hereof. No material revisions to minimum levels of service shall be implemented in the absence of amendment to this Agreement.

(d) In no event shall COUNTY be required to provide additional funding beyond that authorized in this Agreement unless through mutual consent as evidenced by formal amendment to this Agreement.

(e) LYNX shall not be in default of this Agreement for failing to maintain the minimum levels of services described in Exhibits "A" and "B" in the event of intervening circumstances beyond its control such as an outbreak of war, act of terrorism, act of God, riots, imposition of martial law, curfew, unusually severe weather, fuel shortages, decrees of federal, state or local officials pursuant to a declared state of emergency, or similar compelling circumstances or other catastrophic event. However, LYNX shall resume the agreed upon services as soon as possible after such adverse conditions have ceased.

**2.02 REPORTING REQUIREMENTS.** LYNX shall provide the COUNTY a quarterly written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map and schedule for each route operated in Seminole County if different than Exhibit "A" to this Agreement.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, ACCESS LYNX, VANPOOL, and special shuttles) in the form of the official LYNX Monthly Ridership Reports by route number.
- c. Operational Service Characteristics Report for current services and contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures.



e. LYNX Route Performance report, which reports and ranks each route monthly based on the following:

- Subsidy per passenger trip
- Passengers per trip
- Passengers per revenue hour
- Passengers per revenue mile
- Percent farebox return (percent of operating cost recovered through farebox)

f. Scheduled and actual Revenue Miles.

g. Scheduled and actual Revenue Hours.

h. Any other information the COUNTY reasonably requests.


i. An historical record describing mutually agreed upon route changes including, but ~~not~~ limited to:

- i. Addition of Route(s)
- ii. Elimination of Route(s)
- iii. Combination of Routes
- iv. Addition of Evening Service
- v. Addition of Weekend Service
- vi. Other Route Scheduling Changes
- vii. Running Time Adjustment

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and said reports shall be submitted to the person identified in Section 8 hereof at the end of each quarter.

On an annual basis, within thirty (30) days of receipt, LYNX shall provide the COUNTY with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter, which information shall also be delivered to the person identified in Section 10 of this Agreement.

**SECTION 3. TERMS OF PAYMENT AND PERMITTED USE OF COUNTY FUNDS**

(a) The COUNTY agrees to appropriate FOUR MILLION THREE HUNDRED EIGHT-NINE THOUSAND EIGHT HUNDRED FIVE AND NO/100 DOLLARS (\$4,389,805.00) to LYNX for Fiscal Year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds  appropriated in the COUNTY's FY 2007-2008 Budget shall be paid in monthly installments which shall be due and payable on the first of each month.

Said monthly installments shall be in the amount of THREE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND 08/100 DOLLARS (\$365,817.08) for the first eleven (11) payments. The twelfth and final scheduled payment shall be in the amount of THREE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND 12/100 DOLLARS (\$365,817.12). The foregoing notwithstanding and by virtue of the execution date of this Agreement, the first installment shall be the cumulative amount due for all outstanding payments since October 1, 2007 had this Agreement been in effect as of that date.

(b) LYNX agrees to utilize the funds received from the COUNTY in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the public transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the COUNTY as set forth in Section 2 of this Agreement.

**SECTION 4. EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement shall become effective on the date of execution by the last party signing said Agreement. This Agreement shall expire on September 30, 2008, unless renewed or extended by mutual agreement in a written instrument of equal dignity herewith.



**SECTION 5. INTERPRETATION OF AGREEMENT**

(a) In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that positive collaboration of the parties occurs.


(b) The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties and no

parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

(c) The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

**SECTION 6. CONTROLLING LAWS**

(a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the COUNTY now in effect and those hereinafter adopted.

(b) The parties to this  Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the actions contemplated by this Agreement.

**SECTION 7. ALTERNATIVE DISPUTE RESOLUTION AND LITIGATION.** The parties agree to cooperatively interpret and implement this Agreement in good faith. In the event that a dispute arises, the first level of contact for resolution shall be the Executive Director of Lynx or his/her designee and the County Manager or his/her designee. If the matter cannot be amicably resolved at that level, then the parties shall engage in the alternative dispute resolution under the terms of Chapter 164, Florida Statutes, the cost of which shall be shared equally. The parties hereto agree that they shall not pursue

litigation unless and until all good faith efforts at alternative dispute resolution (ADR) have been exhausted. The venue for any state actions shall be the Ninth Judicial Circuit in and for Orange County, Florida and the U.S. District Court for the Middle District of Florida, Orlando Division, as to federal actions. Each party shall be responsible for its own attorneys fees for any proceedings contemplated herein, regardless of the outcome.

**SECTION 8. NOTICES.**

(a) All notices, consents, approvals, required reports, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:



FOR COUNTY:

Cynthia A. Coto, County Manager  
Seminole County Services Building  
1101 E. First Street  
Sanford, FL 32771

Planning and Development Director  
Seminole County Services Building  
1101 E. First Street  
Sanford, FL 32771

Fiscal Services Director  
Seminole County Services Building  
1101 E. First Street  
Sanford, FL 32771

FOR LYNX:


Linda S. Watson, Chief Executive Officer  
Central Florida Transportation Authority  
455 N. Garland Avenue


Orlando, FL 32801-1128

Albert J. Francis, II, Chief Financial Officer  
Central Florida Transportation Authority  
455 N. Garland Avenue  
Orlando, FL 32801-1128

Patrick Christiansen, Esq.  
Akerman, Senterfitt & Eidson, PA  
Post Office Box 231  
Orlando, FL 32802


(b) Changes in designation of the persons to be noticed may be made by written notice sent by Registered U.S. Mail, return receipt requested, by the changing party to the other party without the need for formal amendment to this Agreement. Such change shall be effective on the fifth (5<sup>th</sup>) business day following mailing of such notice.

**SECTION 9. ACCESS AND RETENTION OF PUBLIC RECORDS.** The parties hereto shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report or such longer period as may be required by federal or state law. The parties shall comply with the public records laws of the State of Florida and all such records shall be available for inspection by any person subject to Chapter 119, Florida Statutes. However, if litigation or an audit has been initiated prior to the expiration of the five (5) year period, the records shall be retained until the litigation or audit findings have been resolved.

**SECTION 10. SOVEREIGN IMMUNITY AND RELATED MATTERS:** The parties agree that the COUNTY does not operate any of the services to be provided by LYNX under this Agreement; is not responsible for the purchase or maintenance of equipment operated by LYNX; does not employ, train, or otherwise deal with any employees of LYNX; and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury (including death) and property damage arising from its own negligent or intentional torts or those caused by its employees, officers, directors, contractors, or other persons under the control of LYNX. The COUNTY shall be responsible for all of its own negligent or intentional torts or those caused by its employees, agents, elected and appointed officials,  officers, directors, board or committee members, and other persons under its control. The foregoing clauses are simply acknowledgments between the parties that there is no indemnification, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification by one party to the other. Section 768.28, Florida Statutes, shall govern all aspects of sovereign immunity and to the limitation of damages available to each party under sovereign immunity concerning the parties to this Agreement, and each party does not in any way waive any rights to sovereign immunity.

**SECTION 11. ETHICAL CONDUCT.** The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes.

**SECTION 12. MODIFICATION OF AGREEMENT.** Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing, in an instrument of equal dignity herewith, and duly signed by each of the parties hereto. Such amendment(s) shall be incorporated into this Agreement.

**SECTION 13. INDEPENDENT CONTRACTORS.** The parties are independent contractors and are  not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

**SECTION 14. ASSIGNMENT/ THIRD PARTY BENEFICIARIES.**

(a) Neither COUNTY nor LYNX shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other party.


(b) There are no third party beneficiaries to his Agreement.

**SECTION 15. BINDING EFFECT.** Subject to provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of



the parties hereto and the successors in interest, transferees, and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

**SECTION 16. TERMINATION, BREACH AND REMEDIES**

(a) LYNX may terminate this Agreement for good cause upon no less than thirty (30) days prior written notice of intent to terminate delivered to the COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery. For purposes of this paragraph, good cause shall consist of COUNTY's breach of any material covenant or term of this Agreement, including particularly the failure of COUNTY to timely make any payments required by Section 3 of this Agreement. Waiver by LYNX of breach of one provision of this Agreement shall not be deemed to  be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(b) The COUNTY may terminate this Agreement with good cause upon thirty (30) days written notice sent to LYNX. For purposes of this paragraph, good cause shall consist of LYNX's breach of any material covenant or term of this Agreement.

(c) In the event of termination, LYNX shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Agreement Term.

(2) Take any other reasonable actions related to the termination of this Agreement as may be required by law or by this Agreement.

(3) Immediately return any unexpended COUNTY funds to the COUNTY.

(4) Decease from making any further commitments of COUNTY funds.

(d) In the event of termination, the COUNTY shall pay for all completed services as of the date of termination.

(e) The following actions shall constitute a breach of this Agreement by LYNX:

(1) Unauthorized or improper use of COUNTY funds.

(2) Material failure  to comply with any requirements of this Agreement.

(3) Unauthorized, unilateral changes in the scope, components, or costs of the Public Transit Services identified in this Agreement.


(4) Submission of fraudulently prepared schedules or reports to the COUNTY.

(f) Waiver by the COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event LYNX breaches this Agreement, the COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement.

(h) The parties reserve all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by the other party subject to Section 7 of this Agreement.

(i) In the event of a breach by either party, the breaching party shall first be given thirty (30) days to cure such breach or default before the non-breaching party can exercise its right to terminate this Agreement.

(j) Recognizing that LYNX has an arrangement with its bus drivers for "bidding" of routes,  which generally require between 90 and 120 days to re-bid, unless LYNX fails to provide said service, this Agreement will, in the event of any default by LYNX, continue through the end of said period to allow said re-bidding of contracts, provided LYNX substantially provides said service through the end of said re-bidding period.

**SECTION 17. MISCELLANEOUS.**

(a) This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding

the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(b) If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

(c) The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

(d) The parties certify each to the other that they possess the legal authority to enter into this Agreement and have done all things necessary as conditions precedent to the execution and acceptance of this Agreement with all covenants and assurances contained therein.

(e) The parties further understand that the obligation of LYNX hereunder is subject to the following provisions:

(1) The reasonable determination by LYNX as to the providing of bus service overall as a public transportation agency.

(2) All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, availability of fuel, labor issues and disruptions, mechanical breakdowns, etc.

IN WITNESS WHEREOF, the parties hereunder executed this Agreement as of the day and year first written above.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
  
Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney



CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest:

\_\_\_\_\_  
PAMELA DURKIN  
Executive Assistant

By: \_\_\_\_\_  
LINDA S. WATSON  
Chief Executive Officer

Approved by General Counsel  
Akerman, Senterfitt & Eidson, PA

By: \_\_\_\_\_  
PATRICK CHRISTIANSEN, Esq.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2007, by LINDA S. WATSON, and she acknowledged  
before me that she executed the foregoing instrument on behalf of  
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true and deed,  
and that she was authorized to do so.

\_\_\_\_\_  
Name:

(seal)

Notary Public

Commission Number:

My Commission Expires:

Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Distribution of Funding

AWS:jjr

10/31/2007

P:\Users\aschneider\Planning and Development\Lynx Agreement-2007-2008.doc



EXHIBIT A

SCOPE OF SERVICES

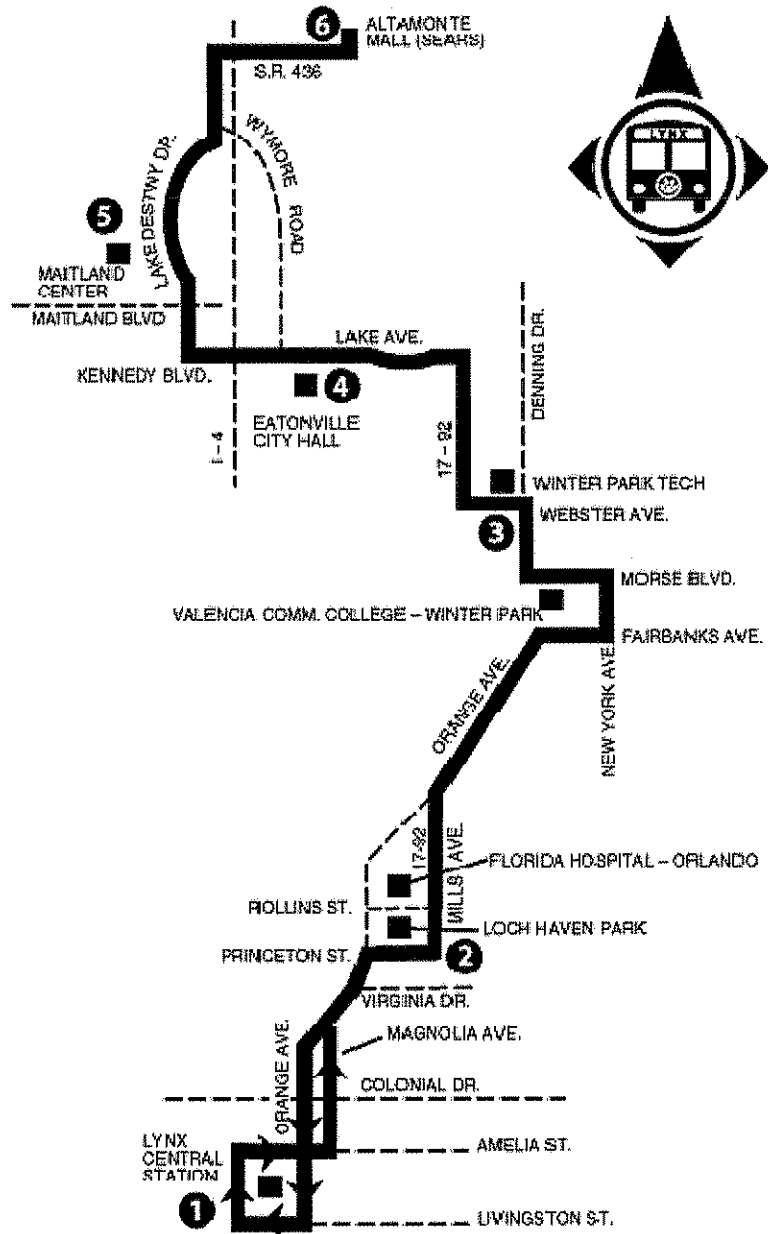
**LINK 1 - N ORANGE AVE/ALTAMONTE MALL**

**POINTS OF INTEREST**

LYNX Central Station | Florida Hospital - Orlando | Lock Haven Park | Valencia Community College - Winter Pk | Dept. of Children & Families | Winter Park Tech | Eatonville | Maitland Center | Altamonte Mall |

**PRIMARY LINK STOPS**

LYNX CENTRAL STATION | EATONVILLE CITY HALL | PRINCETON ST & MILL AVE | MAITLAND CENTER | WEBSTER AVE & DENNING DR | ALTAMONTE MALL





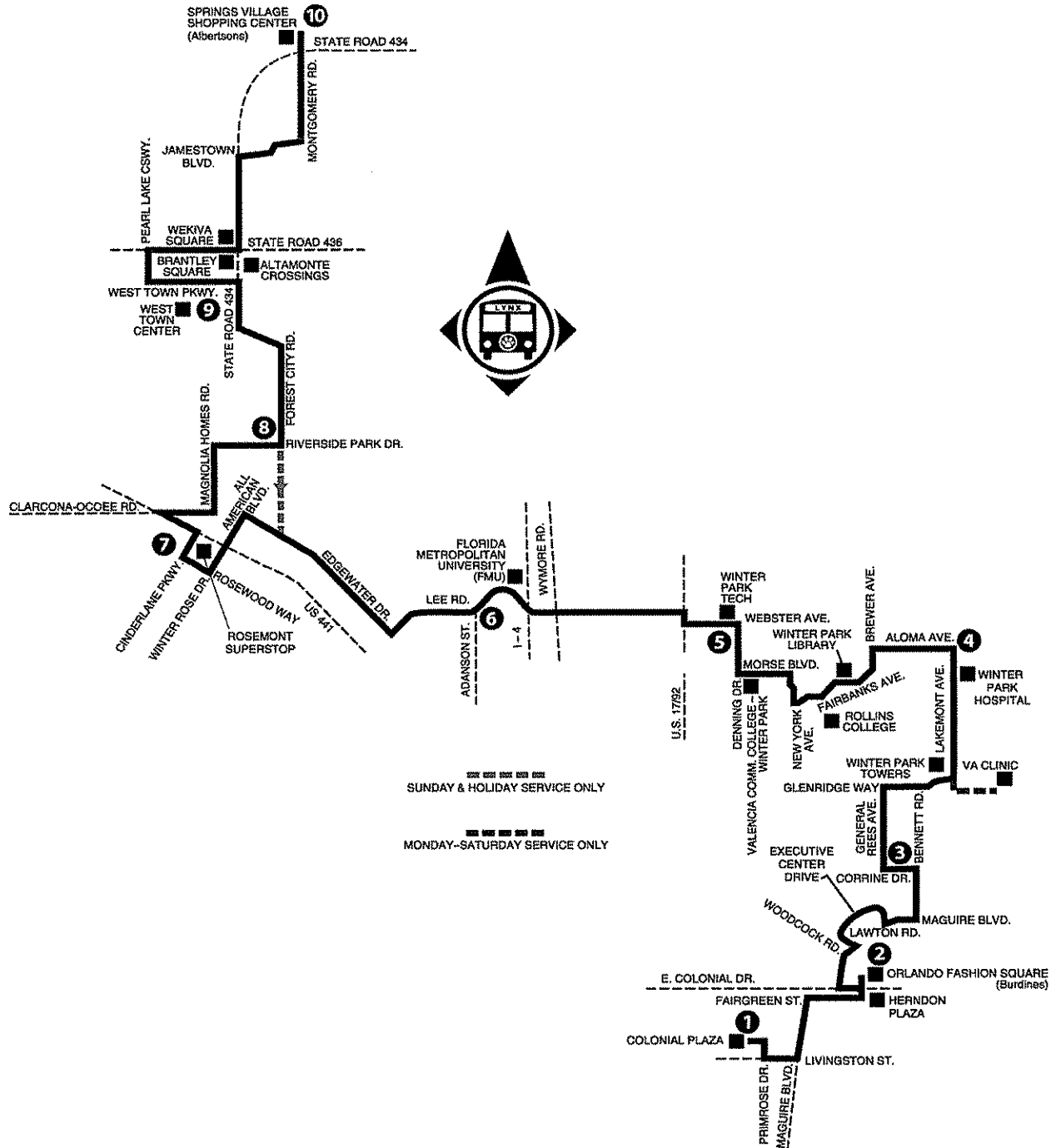
# LINK 23 - WINTER PARK/FOREST CITY

## POINTS OF INTEREST

Colonial Plaza | Orlando Fashion Square | VA Clinic | Winter Park Hospital | Winter Park Library | Rollins College | Valencia Community College - Winter Pk | Dept. of Children & Families | Winter Park Tech | Lee Road | Florida Metropolitan University | Rosemont Superstop | West Town Center | Springs Village Shopping Center |

## PRIMARY LINK STOPS

COLONIAL PLAZA SUPERSTOP | ROSEMONT SUPERSTOP | ORLANDO FASHION SQUARE | ROSEMONT SUPERSTOP | CORRINE DR & GENERAL REES AVE | RIVERSIDE PK DR & FOREST CITY | RDLAKEMONT AVE & ALOMA AVE | SR 434 & WEST TOWN PKWY | WEBSTER AVE & DENNING DR | SPRINGS VILLAGE SHOPPING CTR | LEE RD & ADANSON ST



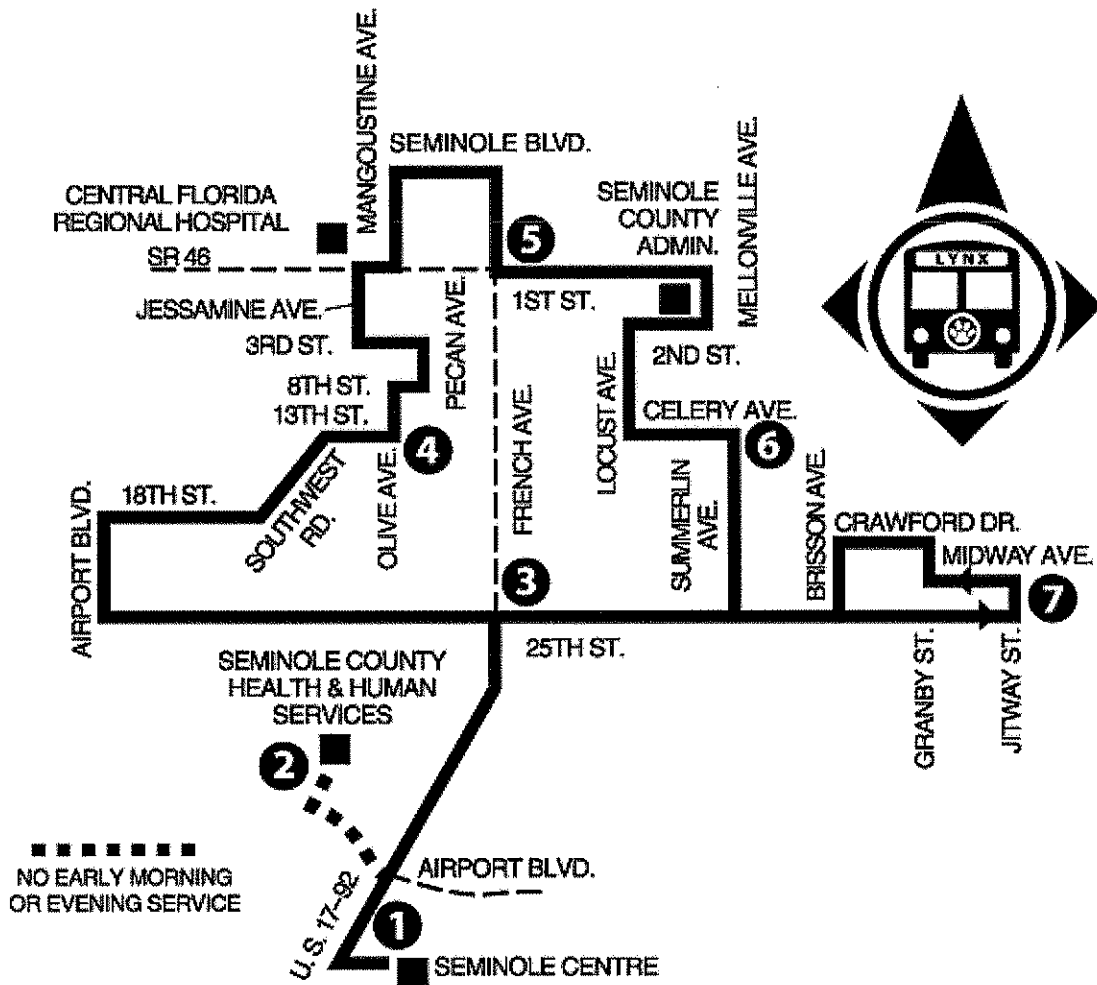
**LINK 34 - SANFORD/GOLDSBORO**

**POINTS OF INTEREST**

Seminole Centre | Seminole County Health and Human Services | 25th Street | Central Florida Regional Hospital | Downtown Sanford | Seminole County Administrative Services | Midway |

**PRIMARY LINK STOPS**

SEMINOLE CENTRE | CELERY ST & SUMMERLIN AVE SEMINOLE HEALTH CENTER | JITWAY ST & MIDWAY AVE US 17/92 (FRENCH AVE) & 25TH ST | US 17/92 (FRENCH AVE) & 25TH ST 13TH ST & OLIVE AVE | SEMINOLE HEALTH CENTER US 17/92 (FRENCH AVE) & 1ST ST | SEMINOLE CENTRE



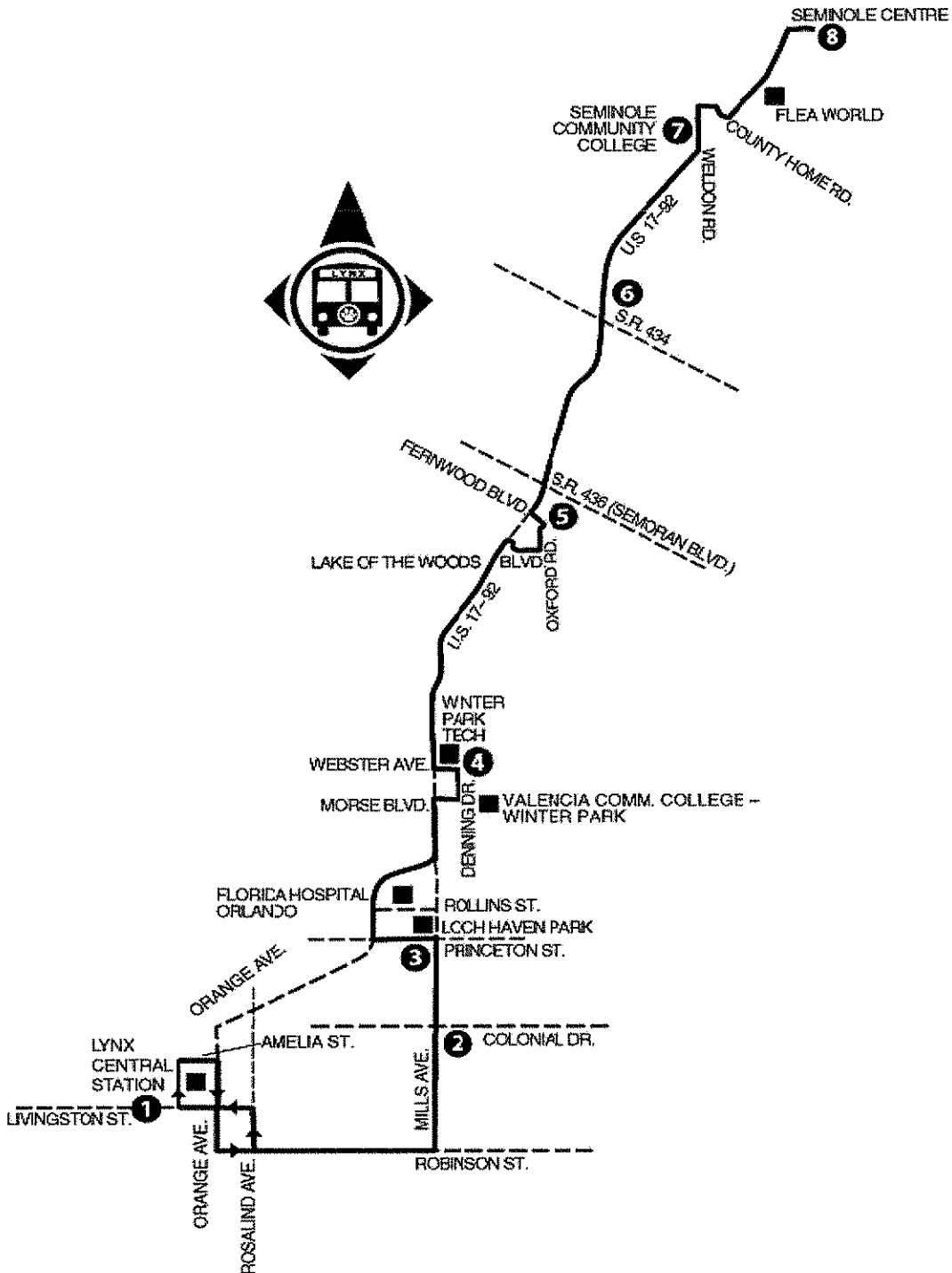
**LINK 39 - NORTH US 17-92/SANFORD**

**POINTS OF INTEREST**

LYNX Central Station | Loch Haven Park | Florida Hospital - Orlando | Valencia Community College - Winter Pk | Dept. of Children & Families | Winter Park Tech | Maitland | Fern Park | Seminole Community College | Flea World | Seminole Centre |

**PRIMARY LINK STOPS**

LYNX CENTRAL STATION | FERNWOOD BLVD & OXFORD RDMILLS AVE & COLONIAL DR | US 17/92 & SR 434PRINCETON ST & MILL AVE | SEMINOLE COMMUNITY COLLEGEWEBSTER AVE & DENNING DR | SEMINOLE CENTRE



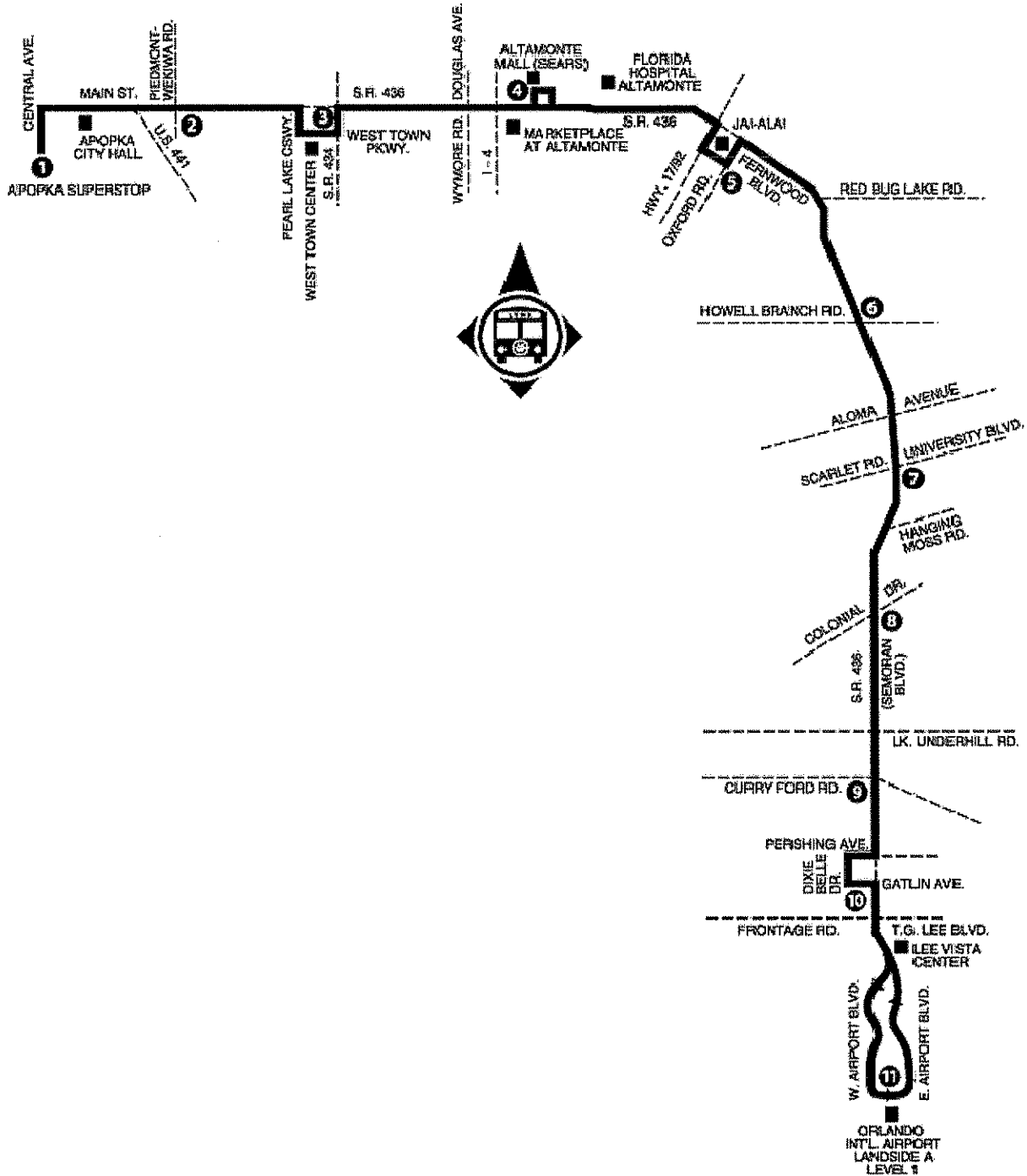
**LINK 41 - STATE ROAD 436**

**POINTS OF INTEREST**

Apopka | Apopka Superstop | West Town Center | Altamonte Mall | Florida Hospital Altamonte | Fern Park | Casselberry | Azalea Park | Orlando International Airport |

**PRIMARY LINK STOPS**

ORLANDO INTERNATIONAL AIRPORT | FERNWOOD BLVD & OXFORD RD DIXIE BELLE DR & GATLIN AVE | FERNWOOD BLVD & OXFORD RD SEMORAN (436) & CURRY FORD RD | ALTAMONTE MALL SEMORAN (436) & COLONIAL (50) | SR 434 & WEST TOWN PKWY SEMORAN (436) & UNIVERSITY BLVD | SR 436 & PIEDMONT-WEKIVA RD SEMORAN (436) & HOWELL BRANCH RD | APOPKA SUPER STOP



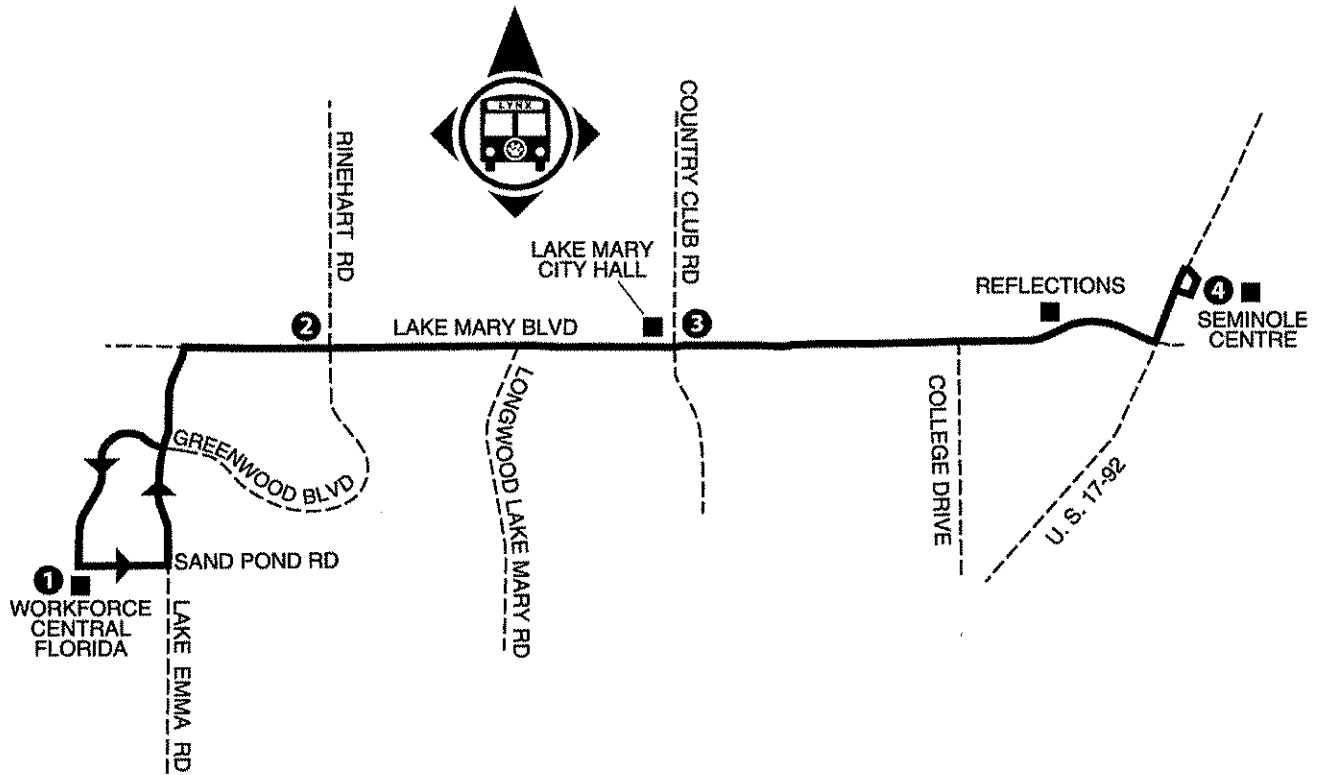
**LINK 45 - LAKE MARY**

**POINTS OF INTEREST**

Work Force Central Florida | North Point Commerce Park | Lake Emma Road | Lake Mary Boulevard | Lake Mary City Hall | Reflections | Seminole Centre |

**PRIMARY LINK STOPS**

GREENWOOD BLVD & SAND POND RD | LAKE MARY BLVD & COUNTRY CLUB RDLAKE MARY BLVD & RINEHART RD | SEMINOLE CENTRE



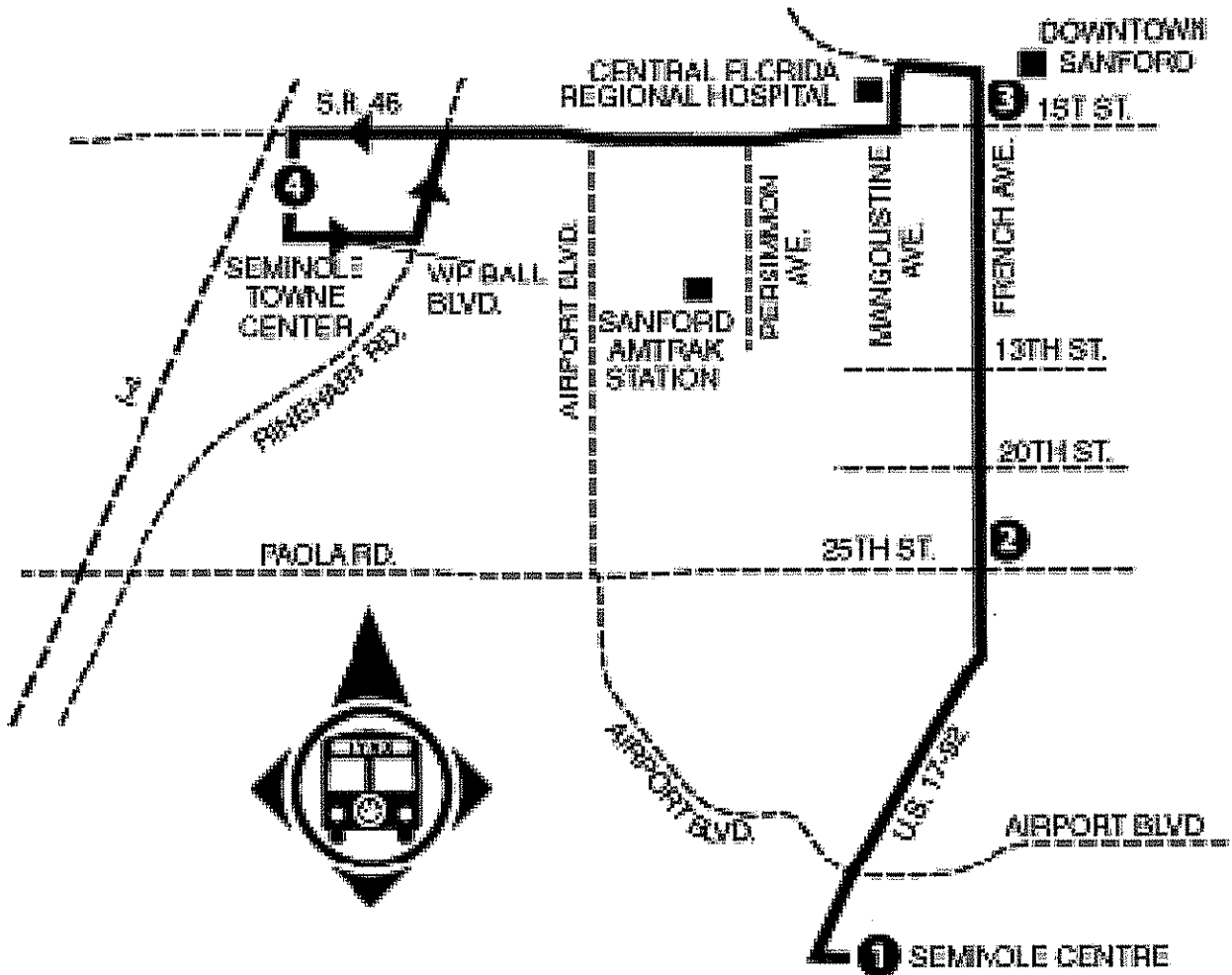
**LINK 46 - W SR 46/SEMINOLE TOWNE CENTER**

**POINTS OF INTEREST**

Seminole Centre | French Avenue | Downtown Sanford | Central Florida Regional Hospital |  
Seminole Towne Center |

**PRIMARY LINK STOPS**

SEMINOLE TOWNE CENTER | US 17/92 (FRENCH AVE) & 25TH STUS 17/92 (FRENCH AVE) & 1ST  
ST | SEMINOLE CENTRE



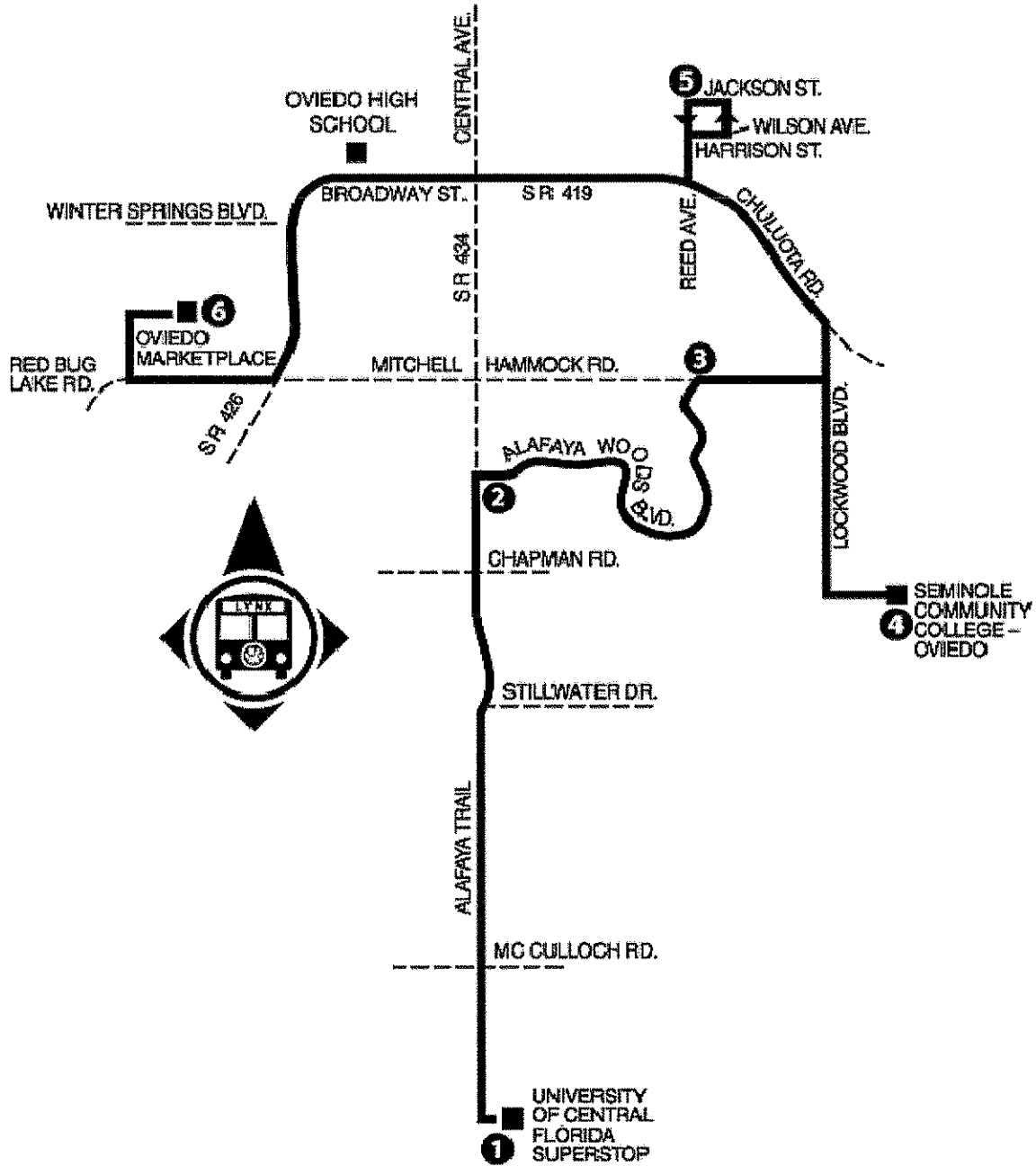
**LINK 47 - OVIEDO**

**POINTS OF INTEREST**

University of Central Florida | Oviedo Marketplace | Oviedo High School | Broadway Street | Jackson Woods | Alafaya Woods | Seminole Community College |

**PRIMARY LINK STOPS**

UCF SUPERSTOP | SEMINOLE COMM COLLEGE OVIEDO ALAFAYA TR & ALAFAYA WOODS BLVD | REED AVE & JACKSON ST ALAFAYA WDS BLVD & M HAMMOCK RD | OVIEDO MARKETPLACE



(LYNX 2008 Exhibit A Link Maps.doc)

**Exhibit "B"**

*INTERLOCAL AGREEMENT FOR PUBLIC TRANSIT SERVICES BETWEEN SEMINOLE COUNTY AND THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY*

**Seminole County Transit Service Costs For FY 2008**

<b><u>Net Fixed Route Operating Costs</u></b>	<b><u>Cost</u></b>
Link 1	\$77,739
Link 23	\$146,519
Link 34	\$278,365
Link 39	\$173,676
Link 41	\$878,456
Link 45	\$688,755
Link 46	\$260,465
Link 47	\$490,905
<b>Total Operating Costs</b>	<b>\$2,994,881</b>
<b><u>Paratransit Services Costs:</u></b>	
American Disability Act (ADA) Funding	\$985,664
Transportation Disadvantage (TD) Funding	\$232,818
<b><u>Capital Funding Cost:</u></b>	
\$2 Capital Funding	\$176,442
<b>County Direct Payment to LYNX</b>	<b>\$4,389,805</b>

<b><u>City Direct Payments to LYNX</u></b>	
Altamonte Springs	\$130,000
Sanford	\$100,000
	<b>\$230,000</b>

<b>Total County Transit Service Cost</b>	<b>\$4,619,805</b>
--	--------------------



**Consent Agenda Item #5.B. i**

**To:** LYNX Board of Directors

**From:** James McLawhorn  
CHIEF GOVERNMENT AFFAIRS OFFICER  
Bryan Stutts  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Authorization to Extend Contracts  
~ Authorization to renew option year of Federal Lobbying Services  
Contract #06-001

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors authorization for the Chief Executive Officer or designee to exercise the first of three one-year renewal options of the contract with Akerman Senterfit to perform state lobbying services.

**BACKGROUND:**

In accordance with LYNX Board approval, an RFP was issued for federal lobbying services on October 3, 2005 and the contract was awarded to Akerman Senterfit, effective December 9, 2005. The contract was for an initial term of two years with three one-year renewal options, subject to Board approval and annual funding availability.

Akerman Senterfit has been successful at lobbying our federal legislators for the last two years and has been instrumental in legislative efforts for LYNX. This year, LYNX has two earmarks for a total of \$2,572,500 in slated appropriations.

**FISCAL IMPACT:**

The contract is included in the fiscal year 2008 operating budget and is budgeted for a not to exceed cap of \$126,000.

---

**Consent Agenda Item #5.B. ii**

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
William Hearndon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Extend Contracts  
~ Authorization to amend the contract with the Florida Commission for the Transportation Disadvantaged (TD) and to extend the contract for Medicaid Non-Emergency Transportation

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract amendment (Amendment #5) with the Florida Commission for the Transportation Disadvantaged (CTD), to extend the contract for Medicaid Non-Emergency Transportation (NET) through June 2008, and reduce the monthly allocation to LYNX for the months of January to June 2008.

**BACKGROUND:**

In the State of Florida's 2005 fiscal year (July 1, 2004, through June 30, 2005), the Agency for Health Care Administration (AHCA) contracted with the Florida Commission for the Transportation Disadvantaged to administer AHCA's Medicaid Non-Emergency Transportation (NET) program. LYNX contracted with the Florida Commission for the Transportation Disadvantaged (CTD) to provide Medicaid NET services at a capitated monthly allocation of \$493,683 (\$5,924,196 annually) beginning in January 2005. During the State's 2006 fiscal year, statewide Medicaid NET funding was reduced resulting in the monthly allocation to LYNX being reduced to \$455,472 (\$5,465,664 annually).

Amendment #1: During the State's 2006 fiscal year, statewide Medicaid NET funding was reduced resulting in the monthly allocation to LYNX being reduced to \$455,472 (\$5,465,664) annually.

Amendment #2: In the State 2007 fiscal year, additional funding was added to the statewide Medicaid NET allocation, resulting in LYNX receiving an increase in our monthly allocation to \$500,948 (\$6,011,364 annually).

Amendment #3: For 2008 fiscal year, AHCA has elected to enter into a six month contract amendment/extension with the CTD. Amendment #3 extended the current agreement by six months and maintained the monthly allocation at the same level as FY2007 (\$500,948 monthly) for the months of July and August 2007.

Amendment #4: Additional Medicaid Health Maintenance Organizations (HMOs) began providing transportation services to their enrollees on September 1, 2007. AHCA reduced allocations to Medicaid Non-Emergency Transportation providers by the amount provided to the HMOs (estimated at \$2.91 per member per month) through the term of the current agreement (December 31, 2007). This resulted in a reduction in monthly allocations of \$69,821, from \$500,948 monthly to \$431,127 monthly.

Amendment #5: AHCA has reconciled the number of enrollees of HMO's who provide transportation services and reduced the statewide Non-Emergency Transportation allocation by \$8.7 million, reducing LYNX monthly allocation to \$267,227 monthly. Amendment #5 accounts for this reduction and extends the terms of the contract by six months (January 2008 to June 2008).

**FISCAL IMPACT:**

Using previously received, non-obligated Medicaid funding, LYNX will be able to cover this funding reduction through June 2008. Between now and June 2008 LYNX will closely monitor usage and determine what changes are needed in order to remain within the funding allocation beyond June.

---

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM  
SUBCONTRACTED TRANSPORTATION PROVIDER AGREEMENT  
AMENDMENT NO 5

AGREEMENT #: BDB01  
FINANCIAL PROJECT ID#: 41604318201  
F.E.I.D. # 591-396-396-001

This agreement, entered into on December 31, 2007 by and between the State of Florida, Commission for the Transportation Disadvantaged, hereinafter called "Commission" and LYNX, 455 N Garland Ave, Orlando, FL, 32801, hereinafter called "Subcontracted Transportation Provider" for Orange, Osceola, and Seminole County(ies).

WITNESSETH:

WHEREAS, the Commission and the Subcontracted Transportation Provider heretofore on 1/1/2005 entered into an Agreement, hereinafter called the Original Agreement;

WHEREAS, the Commission desires to participate in all eligible items of development for this project as outlined in the attached amended Exhibit B.

WHEREAS, this amendment is necessitated by the amendment of the contract between the Commission, and the Agency for Health Care Administration for Medicaid Non-Emergency Transportation (NET) services.

NOW, THEREFORE, THIS INDENTURE WITNESSETH; that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Agreement is to be amended as follows:

1. Purpose of Agreement: The purpose of the agreement is not changed.
2. Accomplishment of the Agreement: The accomplishment of the agreement is not changed.
3. Expiration of Agreement: Paragraph 2, TERM of said agreement is amended to be June 30, 2008.
4. Amendment Amount: The agreement is decreased to \$1,603,360.00.
5. Total Project Cost: The revised Total Project Cost is \$16,136,885.00
6. Exhibit B of said Agreement is replaced by Amended Exhibit B and is attached hereto and made a part hereof.
7. Attachment 3, Glossary term "work day" is replaced and shall now read as follows:

Work Day - For purposes of establishing business hours and satisfying reporting requirements: a minimum of Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. with the exception of New Year's Day, Martin Luther King's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following and Christmas Day.

EXCEPT as hereby modified, amended, or changed, all other terms of the Agreement dated 1/1/2005 shall remain in full force and effect. This amendment cannot be executed unless all previous amendments to this Agreement have been fully executed.

In witness whereof, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED

LYNX

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Executive Director

\_\_\_\_\_  
TITLE

Lisa Bacot

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

**EXHIBIT B**  
**AMENDMENT # 5**  
**METHOD OF COMPENSATION**

For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the Subcontracted Transportation Provider payments shall be \$267,227.00 monthly with a final payment of \$267,225.00. The Subcontracted Transportation Provider shall be paid up to a maximum amount of \$1,603,360.00. The Subcontracted Transportation Provider shall submit invoices in a format acceptable to the Commission. The Subcontracted Transportation Provider will be paid, after the Commission has received payment from the Agency for Health Care Administration.

1. Project Cost:

The STP shall request payment through submission of a properly completed invoice to the Commission Contract Manager or its designee. Once the Commission has signed the invoice for approval, the Commission shall submit the approved invoice to the DOT Disbursement Operations Office for payment to the STP.

<u>County:</u>	<u>Orange, Osceola, and Seminole</u>
<u>Total Project Cost To Date:</u>	\$14,533,525.00
<u>Amendment Amount:</u>	\$1,603,360.00
<u>Total Project Cost Revised:</u>	\$16,136,885.00

2. Disbursement Schedule of Funds

FY 07/08	January	2008	\$267,227.00
	February		\$267,227.00
	March		\$267,227.00
	April		\$267,227.00
	May		\$267,227.00
	June		\$267,225.00

**Consent Agenda Item #5.C. i**

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
David Burnett  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
~ Authorization to release Invitation for Bid (IFB) for Operator uniforms

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for Operator uniforms. The result of the IFB will be the award of a three year contract with two one-year options.

**BACKGROUND:**

Full-time Bus Operators and other Transportation employees receive a yearly uniform allowance, per the Union contract, of \$260. Part-time Operators receive 50% of the allowance if the employees work less than 20 hours a week. The allowance is given on their anniversary date to purchase shirts, pants, jackets, caps and other miscellaneous items from an authorized uniform supplier. Currently, there are 588 bus operators, including 18 part-time bus operators.

In February 2003, Bid #03-001, the Operators' Uniforms contract for three years with two one-year options was awarded to DesignLab, Inc. for the purchase of uniforms. The DesignLab contract will expire May 29, 2008.

**FISCAL IMPACT:**

The current line item budget for 2007/2008 is \$159,570, which is reflected in the current Operating budget.

---

**Consent Agenda Item #5.C. ii**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Belinda Balleras  
(Technical Contact)  
William Hearndon  
(Technical Contact)  
Sue Masselink  
<<Technical / Project Lead Title 3>>

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Miscellaneous  
~ Authorization To File A Grant Application With FDOT For FY 2009  
Rural Transportation Services and FY 2009 JARC/NFP Funding

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications for Federal Transit Administration (FTA) funds attributable to rural areas totaling approximately \$1,090,000. Separate grant applications must be submitted for approximately \$550,000 of Section 5311 Non-urbanized Area Formula Program funds, approximately \$322,000 Section 5316 Job Access and Reverse Commute (JARC) Program funds, and approximately \$217,000 Section 5317 New Freedom Program (NFP) funds. Since projects funded under the JARC and NFP programs must be competitively selected, any amounts awarded to LYNX may vary significantly from the amounts LYNX requests.

**BACKGROUND:**

The Section 5316 JARC and Section 5317 NFP funds are apportioned annually by FTA to FDOT, the designated recipient for the State of Florida for non-urbanized and small urbanized areas. Federal authorizing legislation requires competitive selection of projects to be funded under both programs, and FDOT recently suballocated the statewide FY 2006 and FY 2007 Federal apportionments to the districts for competitive selection of projects. This will be the first cycle of competition for the rural portion of funding under these programs. A recent workshop conducted by FDOT District 5 provided guidance on eligible uses of funds and application procedures. FDOT guidance states that Section 5316 JARC funds can be used for capital



purposes and Section 5317 NFP funds can be used for capital or operating expenses. Any funding awarded to LYNX under the programs will be used for program related purposes: to increase access to jobs or, for transportation services and transportation alternatives that go beyond the requirements of the Americans with Disabilities Act of 1991 (ADA).

The Federal government allocates non-urbanized area funds to the State of Florida as provided under Section 5311 of the Federal Transit Act. These funds are appropriated annually and allocated on a population-based formula. Such funds are to be used for public transportation in non-urbanized areas. The Florida Department of Transportation (FDOT) administers the Federal grant under a Joint Participation Agreement (JPA) with LYNX. Attached is the authorizing resolution (number 07-008) for the FDOT grant application.

The grant application is due January 7, 2008, and will be considered in the development of the State Work Program prior to July 1, 2008. All funded projects need to be in the State Work Program by the adoption of the State budget each July. The FY2009 funds will be programmed by FDOT and the JPA will be executed before the beginning of the next fiscal year, October 2008.

LYNX currently provides fixed route services between Orlando and the rural communities of Bithlo, Zellwood, Sanford, Oviedo, Kissimmee, St. Cloud, and other rural portions of Orange, Osceola, and Seminole counties. The mobility needs of the rural population will be a continuing priority in the LYNX Transit Development Plan for the region. Currently, it is estimated that 38 Links will service the rural areas in FY 2008/2009. These links will generate approximately 154,219 revenue hours annually.

The Federal rural operating assistance will offset some of the fixed route operating costs in FY2009 and the balance of the rural services transportation will be funded through farebox revenues, local funding contributions and other directly generated revenues. Once authorized, the funds programmed by FDOT in July 2008 will be incorporated into the Regional Funding Model and included in the FY 2009 operating budget.

**FISCAL IMPACT:**

It is estimated that approximately \$1,090,000 of Federal funds for rural operating assistance may be available in FY 2009. Grant funds will be obligated after July 2008 under Joint Participation Agreements with FDOT.

**CFRTA RESOLUTION 07-008**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY; AUTHORIZATION  
FOR THE CHIEF EXECUTIVE OFFICER (CEO) TO  
SUBMIT A GRANT APPLICATION WITH THE FLORIDA  
DEPARTMENT OF TRANSPORTATION FOR FY 2009  
RURAL OPERATING ASSISTANCE**

**WHEREAS**, LYNX has completed a Transportation Development Plan (TDP) for FY 2008-2017, which has been adopted by the Board and submitted to FDOT in June 2007, and the projects identified in the TDP are consistent with METROPLAN Orlando's Year 2025 Long Range Plan and five-year Transportation Improvement Program (TIP).

**WHEREAS**, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the signing and submission of the FY 2009 grant application and supporting documents and assurances to the Florida Department of Transportation.

**WHEREAS**, this BOARD has the authority to authorize the execution of a Joint Participation Agreement and any supplements thereof, pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act, as amended

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The BOARD has the authority to authorize the execution of a Joint Participation Agreement to be issued by FDOT in July 2008.
2. The BOARD authorizes the Chief Executive Officer (CEO) to execute a Joint Participation Agreement with the Florida Department of Transportation for operating assistance for rural transportation services in the amount of approximately \$1,090,000.
3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

**APPROVED AND ADOPTED** this 6th day of December 2007, by the  
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Assistant Secretary

**Consent Agenda Item #5.C. iii**

**To:** LYNX Board of Directors

**From:** **Peggy Gies**  
CHIEF MARKETING OFFICER  
**Jeffrey Kaley**  
(Technical Contact)  
**Courtney Miller**  
(Technical Contact)  
**Richard Bannon**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6020

**Item Name:** Miscellaneous

**Authorization to execute option year four and increase contract (#05-018) to Doug Bloodworth Enterprises, Inc for Artistic Painting of LYNX vehicles.**

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to execute option year two (2) in accordance with contract #05-018 with Doug Bloodworth Enterprises, Inc. for artistic painting of LYNX vehicles. In addition staff requests for approval to increase the contract amount from \$500,000 to \$750,000, this additional amount requested is to cover the painting costs of buses that the Advertising department sells. Each of the previous three years of the current contract the revenue derived from the Advertising department bus painting program has increased 52%, 55% and 60%.

**BACKGROUND:**

LYNX takes great pride in our bus fleet. It is through the painting of the buses that LYNX is able to bring in additional revenue by selling the space on the bus to outside advertisers. One factor that makes our buses unique is that we paint the bus instead of applying vinyl artwork. The result is a higher quality and longer lasting product that is also less expensive. It is necessary to have an excellent artist capable of reproducing any design in a large format, in a timely and effective manner.

On January 27, 2005, the LYNX Board of Directors approved a contract award to Doug Bloodworth Enterprises for artistic painting. The contract award was for two years with two

additional one-year options. The estimated contract amount originally was for \$500,000, LYNX advertising revenue has increased each year significantly, therefore resulting in more buses being painted. Staff requests the contract to be increased to reflect this.

**FISCAL IMPACT:**

The estimated dollars have been budgeted for the current fiscal year and will take us through the life of the contract which expires January 26, 2009.

---

**Consent Agenda Item #5.C. iv**

**To: LYNX Board of Directors**

**From: Bert Francis**  
CHIEF FINANCIAL OFFICER

**Presented By: Bert Francis**

**Phone: 407.841.2279 ext: 6047**

**Item Name: Miscellaneous**  
~ **Request the Board of Directors appoint Trustees for LYNX' Deferred Compensation Plan**

**Date: 12/6/2007**

---

**ACTION REQUESTED:**

Staff is requesting that the Board of Directors' appoint LYNX employees to serve as Trustees for LYNX' Deferred Compensation Plan in accordance with the Plan's document. The suggested LYNX employees are: Albert J. Francis II, CPA, Lisa Darnall and Desna Hunte, the same individuals who currently serve as Trustees for the Money Purchase Plan.

**BACKGROUND:**

In 1994, LYNX adopted the Deferred Compensation Plan for all eligible LYNX employees pursuant to section 457 of the Internal Revenue Code. The 457 Plan should have a trustee, as provided for in the plan document. The primary function of the trustee is to select, monitor and add or remove suitable investment vehicles from which participants can select for investment of their account balances. The trustee may also contract with a vendor to assist in the performance of these functions.

The Employer wishes to appoint J. Francis II, CPA, Lisa Darnall and Desna Hunte as Trustees of the Plan effective as of acceptance by each Trustee.

**FISCAL IMPACT:**

This action will not have any fiscal impact to the agency.

---

**Consent Agenda Item #5.C. v**

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Belinda Balleras  
(Technical Contact)  
Jennifer Stults  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Miscellaneous  
~ Authorization to Enter Into An Agreement With METROPLAN  
ORLANDO for FY 2008 Transit Planning Activities

**Date:** 12/6/2007

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer to enter into an annual agreement with METROPLAN ORLANDO for planning funds in the amount of \$318,245 to conduct transit planning tasks as contained in the FY 2008 Unified Program (UPWP).

**BACKGROUND:**

The Federal Transit Administration (FTA) and Florida Commission for the Transportation Disadvantaged annually appropriate planning funds to the METROPLAN ORLANDO. A portion of the Federal funds along with State funds are used to specifically address transit related planning and data collection activities. Annually, FTA funds are received under a Metropolitan Planning Program (Section 5303) grant directly to METROPLAN ORLANDO and are passed through to LYNX for planning activities identified as part of the Unified Planning Work Program (UPWP). Also, State planning funds for transportation disadvantaged services are annually included in a grant from FDOT to METROPLAN ORLANDO and are passed through to LYNX.

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2008 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the regional

document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2008 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

- Transit System Monitoring
- Short-Range Transit Development Program (TDP) Update
- Safety in Transportation Planning Process
- Security in Transportation Planning Process
- Transit Quality Level of Service Assessment
- Paratransit Services Planning
- Transportation Disadvantaged (TD) Services

The planning funds in the total amount of \$318,245 include \$32,746 of carry-forward funds as of the beginning of the state fiscal year in July 2007. The net amount of \$285,499 is available to complete the LYNX task items in the adopted UPWP for 2008 fiscal year. The net amount includes \$43,499 of Transportation Disadvantaged (TD) funds and \$242,000 of federal funds.

Attached is a copy of the agreement with METROPLAN ORLANDO for 2008 fiscal year transit planning activities. This is a recurring agreement based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

**FISCAL IMPACT:**

The planning funds are included in the 2008 fiscal year budget for non-operating revenues.

---



THIS CONTRACT, by and between the Orlando Urban Area Metropolitan Planning Organization, d.b.a. METROPLAN ORLANDO, A REGIONAL TRANSPORTATION PARTNERSHIP, hereinafter referred to as "METROPLAN ORLANDO" and the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2007/2008 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed **Three Hundred Eighteen Thousand Two Hundred Forty-Five Dollars (\$318,245.00)**. Of this amount, Two Hundred Forty-Two Thousand Dollars (\$242,000.00) shall be provided from the FTA FL-80-X017 grant for FY 2007/2008.
2. Thirty-Two Thousand Seven Hundred Forty-Six Dollars (\$32,746.00) shall be provided as carryforward funds from the FTA FL-80-X016 grant for FY 2006/2007, and Forty-Three Thousand Four Hundred Ninety-Nine Dollars (\$43,499.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2007/2008 planning grant.
3. That the CONTRACTOR hereby covenants and agrees as follows:
  - A. Audit and Inspection

The CONTRACTOR shall retain sufficient records demonstrating shall permit, and require its subcontractors to permit the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to

FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of 49 CFR 18.26 and in the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with OMB Circular A-133 to:

Federal Audit Clearinghouse (for Federal audits)  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

State of Florida Auditor General (for Florida Single Audit)  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32302-1450

B. Supplemental Agreements

It is understood and agreed that, in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

(1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations of Federal DOT relative to non-discrimination in Federally-assisted programs of the Federal DOT (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the

Regulations), which are incorporated herein by reference and made a part of this contract.

- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Federal Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Federal Regulations.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex or national origin.
- (5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any subconsultant or contractor.
  1. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by **49 Code of Federal Regulations, Part 26**, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged

Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

2. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as METROPLAN ORLANDO deems appropriate.

This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the *Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.*

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided METROPLAN ORLANDO in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

- (6) Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary

of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

- (7) Information and Reports. The CONTRACTOR will provide all information and reports required by the Federal Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METROPLAN ORLANDO to be pertinent to ascertain compliance with such Federal Regulations, orders and instructions.
  - (8) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
  - (9) Incorporation of Provisions. The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Federal Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as METROPLAN ORLANDO may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- D. Interest of Members of Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- E. Interest of CONTRACTOR. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be knowingly employed.
- F. Prohibited Interests. The CONTRACTOR shall insert in all contracts

entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

- G. Assignability. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.
3. Funds Available. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5303 Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
4. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.
5. Accounting Records.
- A. Costs Incurred for the Project. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and OMB Circular A-87.

- B. Documentation of Project Costs. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.
6. Requisitions and Payments.
- A. Preliminary Action by the CONTRACTOR. In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.
- Prompt Payment
- (A) METROPLAN ORLANDO requires the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.
- (B) METROPLAN ORLANDO requires the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30-day period.

- B. METROPLAN ORLANDO's Obligations. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, notwithstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:
- (1) Misrepresentation. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.
  - (2) Litigation. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.
  - (3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory;
  - (4) Conflict of Interests. There has been any violation of the conflict of interest provisions contained herein.
  - (5) Default. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
  - (6) Unavailability of Funds. FTA or TD funds are not available to perform their obligations hereunder.
- C. Disallowed Costs. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- D. Cash Reimbursement. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- E. Audit Findings. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified



Planning Work Program.

7. Termination or Suspension

A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.

B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:

- (1) cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.
- (2) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
- (3) furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
- (4) remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.

8. Remission of Project Account Upon Completion of Project.

Upon completion of the Project, and after payment, provision for payment or

reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.

9. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5303 of the Urban Mass Transportation Act of 1964 (as amended)".

together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."

10. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
11. Effective Date. This contract establishes the effective date of October 1, 2007, for the FTA funded work task items, and July 1, 2007, for the TD funded work task item, and recognizes the effective date of June 8, 2000, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
12. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2008, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2008. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by \_\_\_\_\_ being duly authorized to do so.

Witness

METROPLAN ORLANDO

\_\_\_\_\_

\_\_\_\_\_

Harold W. Barley, Executive Director

Date: \_\_\_\_\_

Witness

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

PROJECT SCOPE AND BUDGET

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY PARTICIPATION  
FY 2007/2008 ORLANDO URBAN AREA UNIFIED PLANNING WORK PROGRAM

FTA and TD-FUNDED TASKS

CFRTA  
FTA & TDC Funded Tasks (FY 2007/2008)

ELEMENT

EST. WORK/CASH REIMB

1.1 ADMINISTRATION

- 1.1.0 General Program Management
- 1.1.1 Program Management and  
Tech. Assist. (FHWA 112)
- 1.1.2 Program Management and  
Tech. Assist. (FTA 5303)
- 1.1.3 Certification
- 1.1.4 Strategic Business Plan

1.2 Program Administration

- 1.2.1 Grant/Contract Administration
- 1.2.2 Personnel Administration
- 1.2.3 Office Operations
- 1.2.4 Training
- 1.2.5 Legal/Legislative Services
- 1.2.6 Audit

1.3 Program Development

- 1.3.1 Unified Planning Work Program
- 1.3.2 Transportation Improvement Program
- 1.3.3 Intergovernmental/Inter-Agency Studies
- 1.3.4 Interregional Transportation Planning & Coordination
- 1.3.5 Local Match

2.0 PUBLIC INVOLVEMENT

- 2.1 Annual Report
- 2.2 Community Outreach
  - 2.2.1 Environmental Justice
  - 2.2.2 Air Quality Public Awareness
  - 2.2.3 Efficient Transportation Decision Making (ETDM)
- 2.3 Miscellaneous Publications
- 2.4 Board/Staff Development and Workshop
- 2.5 Board and Committee Support
- 2.6 Market Research and Communications

3.0 DATA COLLECTION

- 3.1 Land Use Monitoring
- 3.2 Socio-Economic Data
- 3.3 Highway System Monitoring
- 3.4 Transit System Monitoring  
(\$20,000.00 X017).....\$20,000.00
- 3.5 Aviation System Monitoring
- 3.6 Air Quality Monitoring
- 3.7 Transportation Systems Indicators Report

4.0 SYSTEMS PLANNING

- 4.1 Orlando Urban Area Transportation Study

4.1.1	Maintenance of FSUTMS Model	
4.1.2	Goods Movement Planning	
4.1.3	Impacts of Smart Growth Principles on Travel Behavior	
4.1.4	Regional Geographic Information System	
4.1.5	Year 2025 Long-Range Transportation Plan Update	
4.1.6	Review of Local Government Comprehensive Plans and Developments of Regional Impact	
4.1.7	Development of "Life Styles" Trip Generation Model	
4.2	Management & Operations Planning	
4.2.1	Intelligent Transportation System (ITS) Planning	
4.2.2	Transportation Demand Management	
4.2.3	Congestion Management Planning	
4.3	Intermodal Planning	
4.4	Transit System Planning	
4.4.1	Short Range Transit Development Plan Update (\$20,000.00 X017).....	\$20,000.00
4.4.2	Section 5307/5309 Planning Studies	
4.4.3	Safety in Transportation Planning Process (\$85,000.00 X017).....	\$85,000.00
4.4.4	Section Five Transit Quality Level of Service Assessment (\$7,000 X017).....	\$7,000.00
4.4.5	Security in Transportation Planning Process (\$40,000.00 X017).....	\$40,000.00
4.5	Para-Transit Planning	
4.5.1	Rule 41 Transportation Disadvantaged Staff Services.....	\$43,499.00
4.5.2	Specialized Transit Services Planning (\$70,000 X017 + \$32,746 X016 carryforward).....	\$102,746.00
4.6	Air Quality Planning	
4.6.1	Evaluation of Transportation Control Measures	
4.6.2	Conformity Determination	
4.7	Regional Bicycle/Pedestrian Facility Planning	
4.7.1	Bicycle & Pedestrian Safety	
4.7.2	Bicycle & Pedestrian Facilities	
4.7.3	Administration of the BPAC	
4.7.4	Bicycle & Pedestrian Publications	
4.7.5	Bicycle & Pedestrian Elements of the Long-Range Transportation Plan	
4.7.6	(Reserved for future study)	
4.7.7	Walkable Community and Active Community Workshops	

5.0 PROJECT PLANNING

- 5.1 Highway Planning
- 5.2 Airport Planning
- 5.3 Transit Planning
- 5.4 Special Studies

TOTALS...(\$242,000.00 X017 + \$32,746 X016 Carryforward +\$43,499 FY 2006/07 TD .....	\$318,245.00
---	--------------

EXHIBIT B  
FORM LETTER

July 1, 2007

Third Party Subcontractor  
Address  
City, State, Zip

Dear Subcontractor:

As a subcontractor providing services to the Designated Official Planning Agency (DOPA), you are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Planning Grant executed between the Commission and the DOPA as follows:

**21.20 Payment to Subcontractors:** Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084) or the State of Florida Attorney General's Office at 1-800-892-0375.

Sincerely,

Johnny L. Planner  
Super Florida Planning Agency  
Designated Official Planning Agency

Cc: Lisa Bacot, Executive Director  
Commission for the Transportation Disadvantaged



EXHIBIT 1

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant Pass-Through Funds

AMOUNT: \$43,499.00

**COMPLIANCE REQUIREMENTS:**

**Allowed Activities:** The TD Planning Grant is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Application and Policy Manual for Transportation Disadvantaged Planning Related Services as revised on February 10, 2006; and as further described in this Agreement and in Exhibit A attached hereto and by this reference made a part thereof.

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 4.5.1.

**Allowable Cost:** See above and Exhibit "A" attached hereto.

**Cash Management:** N/A

**Eligibility:**

**Applicant eligibility:** Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

**Beneficiary eligibility:**

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such State funding by virtue of being the metropolitan planning organization's appointed Community Transportation Coordinator. Powers and duties of the CTC are established in Chapter 427, F.S. and Rule 41-02. Task 4.5.1 of the UPWP define allowed task such as:

- Preparation of the Transportation Disadvantaged element of the area's TIP
- Development and annual update of the Transportation Disadvantaged Service Plan
- Annual performance evaluation of the CTC by the Coordinating Board
- Maintaining of LCB grievance procedures, bylaws and other tasks required by Chapter 427, F.S.

**Matching:** There is no matching requirement under this grant.

## EXHIBIT D

Federal resources awarded to the Recipient pursuant to this Agreement consist of the following:

**FEDERAL AGENCY:** Federal Transit Administration, Department of Transportation

**AUTHORIZATION:** 49 U.S.C. 5303

**CFDA #:** 20.505 Federal Transit Metropolitan Planning Grants

### COMPLIANCE REQUIREMENTS:

**Allowed Activities:** The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

**Allowable Cost:** \$274,746.00 and Exhibit "A" attached hereto.

**Cash Management:** N/A

### Eligibility:

**Applicant eligibility:** FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current SAFETEA-LU Federal legislation.

### Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, headways by hour of the day, as well as additional criteria established by FTA.
2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions;
3. Promote safety and security in the transportation planning process;
4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Quality of Service Evaluation Guide.
5. Review and update the Continuity of Operations Plan (COOP).
6. Comply with the requirements of the Americans With Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.

**Matching:** METROPLAN ORLANDO will provide the 10% Local match for all UPWP work tasks performed by the beneficiary under this contract.

**Consent Agenda Item #5.C. vi**

**To: LYNX Board of Directors**

**From: Bert Francis**  
CHIEF FINANCIAL OFFICER

**Presented By: Bert Francis**

**Phone: 407.841.2279 ext: 6047**

**Item Name: Miscellaneous**  
**~ Authorization to expand the contract with Burgess Chambers & Associates to include the Deferred Compensation Plan**

**Date: 12/6/2007**

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to approve expanding the contract with Burgess Chambers & Associates to include the Deferred Compensation Plan.

**BACKGROUND:**

In 1994, LYNX adopted the Deferred Compensation Plan for all eligible LYNX employees pursuant to section 457 of the Internal Revenue Code. LYNX also adopted the Money Purchase Plan for those administrative employees who qualified. In August, 2007, The Hartford was retained to replace Nationwide as the service provider for both plans.

The trustees of the Money Purchase Plan determined that enhanced investment options and more educational information were necessary to assist participants in achieving their retirement goals. Burgess Chambers & Associates ("BCA"), the consultant hired by the Money Purchase Plan to monitor and review the investment funds performance, recommended adding Life Style investment options for participants. This plan would provide a participant with the option of several professionally managed portfolios, based upon risk tolerance and anticipated retirement date.

Due to the change in provider to The Hartford, it is recommended that BCA be retained to provide the same services to the Deferred Compensation Plan as it currently provides to the

Money Purchase Plan. BCA is currently paid for services by forfeitures in the Money Purchase Plan. However, services rendered by BCA to the Deferred Compensation Plan can not be paid by the Money Purchase Plan. In addition, the Deferred Compensation Plan does not have forfeitures as all monies are fully vested at all times. BCA will divide their fees between the two plans based on the services rendered or a reasonable pro rata basis if the same service is provided simultaneously to each plan.

**FISCAL IMPACT:**

It is not possible to determine whether this will result in a fiscal impact to Lynx. It is anticipated that the revenues generated by the fund line-up with The Hartford will produce more than enough revenue to pay Hartford's administrative fee. Any additional revenues generated can be used to offset fees to BCA for services to the Deferred Compensation Plan. If insufficient revenue is generated from the fund line-up, then LYNX would be responsible for paying the balance of BCA's fees. We believe this amount can be covered in the current LYNX budget.

## Action Agenda Item #6.A

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman  
(Technical Contact)  
Jennifer Stults  
(Technical Contact)  
Timothy May  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Authorization of the Proposed Fare Adjustments and Fare Structure, with an effective date of January 6, 2008

**Date:** 12/6/2007

---

### **ACTION REQUESTED:**

Authorization of Proposed Fare Adjustments and Fare Structure, with an effective date of January 6, 2008.

### **BACKGROUND:**

In September 2007, the Board authorized the Chief Executive Officer to initiate the public involvement process for the consideration of a fare increase. The following proposed fare adjustment was presented to the Board by LYNX staff and Mr. Joel Rey, Senior Project Manager, of Tindale-Oliver & Associates, Incorporated (Tindale-Oliver) based on the fare study results and staff analysis:

Fare Type	Existing Cash Fares	Proposed Cash Fares
<b>Fixed Route</b>		
Full Fare	\$1.50	\$1.75
Youth Fare	\$0.75	\$0.85
Senior Fare	\$0.75	\$0.85
Income Qualified (IQ) Fare	\$0.75	\$0.85
Transfers	Free	Free
Express	\$2.50	\$3.00
Express Discount Fare	\$1.00	\$1.50
PickUpLine (PUL)	\$2.50	\$2.50

PUL Discount Fare	\$1.00	\$1.00
Limited	N/A	\$2.50
Limited Discount	N/A	\$1.25
Direct	N/A	\$4.00
Direct Discount	N/A	\$2.00
Daily	\$3.50	\$4.00
Discount Daily	\$1.75	\$2.00
7-Day	\$12.00	\$14.00
Discount 7-Day	\$6.00	\$7.00
30-Day	\$38.00	\$44.00
Discount 30-Day	\$18.00	\$22.00
PUL Daily	N/A	\$5.00
PUL Daily Discount	N/A	\$2.50
PUL 7-Day	N/A	\$18.00
PUL 7-Day Discount	N/A	\$9.00
PUL 30-Day	N/A	\$54.00
PUL 30-Day Discount	N/A	\$27.00
Limited Daily	N/A	\$4.50
Limited Daily Discount	N/A	\$2.25
Limited 7-Day	N/A	\$16.00
Limited 7-Day Discount	N/A	\$8.00
Limited 30-Day	N/A	\$48.00
Limited 30-Day Discount	N/A	\$24.00
Express Daily	N/A	\$5.50
Express Daily Discount	N/A	\$2.75
Express 7-Day	N/A	\$20.00
Express 7-Day Discount	N/A	\$10.00
Express 30-Day	N/A	\$60.00
Express 30-Day Discount	N/A	\$30.00
Direct Round Trip	N/A	\$7.00
LYNX Unlimited Daily	N/A	\$7.00
LYNX Unlimited Daily Discount	N/A	\$3.50
LYNX Unlimited 7-Day	N/A	\$25.00
LYNX Unlimited 7-Day Discount	N/A	\$12.50
LYNX Unlimited 30-Day	N/A	\$75.00
LYNX Unlimited 30-Day Discount	N/A	\$37.50
Stored Value Discount Card	10% (not currently offered)	10% (not currently offered)
<b>LYMMO</b>		
Single Ride	Free	Free
<b>Special Events</b>		
Shuttle – Single Ride	Determined Per Event	Determined Per Event
<b>VOTRAN XL (Express LYNX)</b>		
Single Ride	\$2.50	\$2.50
Seniors/Students	\$1.00	\$1.00
<b>Access LYNX</b>		
ADA Fare Inside 3/4 Mile	\$3.00	\$3.50

ADA Fare Outside 3/4 Mile	\$5.00	\$6.00
Medicaid Fare	\$ 1.00	\$1.00
TD Fare – 0 to 4.99 Miles	\$2.50	\$2.50
TD Fare – 5 to 9.99 Miles	\$3.50	\$3.50
TD Fare – 10 Miles	\$4.50	\$4.50

The proposed fare adjustment is intended to support LYNX’ policy of making smaller, periodic adjustments to avoid “fare shock”; to provide deep discounts with the revenue increases; to preserve ridership, and to stabilize LYNX’ customer base and pricing strategy while maintaining equity among fare categories for Fixed Route and Paratransit Services.

Recent studies have concluded that increases in fares in smaller and medium-sized transit systems have strong negative influences on ridership. However, by applying pricing strategies that increase base fares and offer discounted passes for frequent transit users, LYNX has been successful in increasing its schedule of fares, raising farebox revenues and generating new ridership simultaneously. The proposed fare adjustment is intended to maintain this record of success.

**PUBLIC COMMENTS:**

As a recipient of Federal Funds, LYNX is required to adhere to the rules and regulations of the Federal Transit Administration (FTA) Title VI of the Civil Rights Act of 1964; FTA Circular 4702.1, “Title VI Program Guidelines for Federal Transit Administration Recipients.” LYNX’ program was established to ensure that transit services in the counties of Orange, Seminole, and Osceola, are equitably distributed, and provide equal access and mobility to any person without regard to race, color, or national origin.

LYNX has developed a process to proactively inform the public and obtain public input in the early development and implementation stages of LYNX services, service changes, fare adjustments, capital investments, and planning activities. As such, in order to allow for adequate public comment, the proposed fare adjustment process included issuing public notices through various media outlets and LYNX’ website, placing brochures with response cards on all LYNX buses and paratransit vehicles, and holding four (4) public hearings at the following locations:

**Public Hearings**

October 24, 2007  
 Wednesday 10:00 a.m. - 1:00 p.m.  
 LYNX Central Station  
 2<sup>nd</sup> Floor Board Room  
 455 N. Garland Avenue  
 Orlando, Florida 32801  
 Served by: Majority of Routes

October 24, 2007  
 Wednesday, 4:00 p.m. – 7:00 p.m.  
 LYNX Central Station  
 2<sup>nd</sup> Floor Board Room  
 455 N. Garland Avenue  
 Orlando, Florida 32801  
 Served by: Majority of Routes

October 25, 2007

October 30, 2007

Thursday, 4:00 p.m. – 7:00 p.m.  
Kissimmee City Hall  
Council Chambers  
101 Church Street  
Kissimmee, Florida 34741  
Served by Link 4

Tuesday, 4:00 p.m. - 7:00 p.m.  
Seminole County Administration Building  
Commission Chambers  
1101 East First Street  
Sanford, Florida 32771  
Served by Link 34

The following summarizes the sixty nine (69) Fixed Route and one hundred thirty-five (135) Paratransit public comments received by LYNX' staff:

### **Public Comment Groups**

#### **Fixed Route Comments:**

- ✓ 78% of the fixed route comments are against the fixed route fare increase.
  - Most of those against the increase feel that the fares are too high now for the service that is offered. They want more weekend and late night service, better frequency, as well as twenty-four hour service.
- ✓ 22% of the fixed route respondents support the fare increase. They have indicated that the rising gas prices as a legitimate need for a fare increase.

#### **Paratransit Comments:**

- ✓ 99% of the Paratransit respondents are against the increase in fares. They are on a fixed income and cannot afford an increase. They rely on ACCESS LYNX as their only mode of transportation. In addition, they believe that the increase will severely limit their ability to access medical appointments and other eligible trips.
- ✓ 1% of the Paratransit respondents are supportive of the fare increase. Similar to the fixed route supporters, they have indicated that the rising gas prices as a legitimate need for a fare increase.

LYNX intends to ensure that its actions are reasonable, non-capricious, and considerate of public comment. The proposed Fixed Route fare increase is needed to support the rising costs that are associated with running the bus system. Since the last Paratransit fare increase, LYNX has added value and major improvements to the Access LYNX Paratransit system. Purchased new vehicles; installed Mobile Data Terminals to increase on time performance; implemented new interactive voice response for reservations and customer service resulting in shorter hold times; and provided new payment options with swipe cards and identification cards.

In addition, LYNX has requested Tindale-Oliver to contact LYNX Peers to determine if they offer weekly or monthly passes to their paratransit customers. The results indicated that three (3) out of the seventeen (17) LYNX peers offer weekly and monthly passes. LYNX staff will continue to review the analysis and evaluate the financial and operational impact of



implementing a pass program for paratransit services. The final results will be presented to the LYNX Board for approval prior to implementation or conclusion.

**RECOMMENDED FARE STRUCTURE:**

As a result of the fare adjustment approvals, LYNX shall charge and collect the following fares for passenger service on public transit vehicles operated by or on behalf of LYNX:

Service	LYNX Fare Structure Fare Type	Fare
<b>Fixed Route</b>	Full Fare	\$1.75
	Youth Fare	\$0.85
	Senior Fare	\$0.85
	Income Qualified (IQ) Fare	\$0.85
	Transfers	Free
	Express	\$3.00
	Express Discount Fare	\$1.50
	PickUpLine	\$2.50
	PUL Discount Fare	\$1.00
	Shuttle	Determined Per Event
	Limited	\$2.50
	Limited Discount	\$1.25
	Direct Discount	\$2.00
	Children (age 6 and under)*	Free
	Daily	\$4.00
	Discount Daily	\$2.00
	7-Day	\$14.00
	Discount 7-Day	\$7.00
	30-Day	\$44.00
	Discount 30-Day	\$22.00
	PUL Daily	\$5.00
	PUL Daily Discount	\$2.50
	PUL 7-Day	\$18.00
	PUL 7-Day Discount	\$9.00
	PUL 30-Day	\$54.00
	PUL 30-Day Discount	\$27.00
	Limited Daily	\$4.50
	Limited Daily Discount	\$2.25
	Limited 7-Day	\$16.00
	Limited 7-Day Discount	\$8.00
	Limited 30-Day	\$48.00
	Limited 30-Day Discount	\$24.00
	Express Daily	\$5.50
Express Daily Discount	\$2.75	
Express 7-Day	\$20.00	
Express 7-Day Discount	\$10.00	
Express 30-Day	\$60.00	
Express 30-Day Discount	\$30.00	

Service	LYNX Fare Structure Fare Type	Fare	
	Direct Round Trip	\$7.00	
	LYNX Unlimited Daily	\$7.00	
	LYNX Unlimited Daily Discount	\$3.50	
	LYNX Unlimited 7-Day	\$25.00	
	LYNX Unlimited 7-Day Discount	\$12.50	
	LYNX Unlimited 30-Day	\$75.00	
	LYNX Unlimited 30-Day Discount	\$37.50	
	Stored Value Discount Card	10% (not currently offered)	
	<b>LYMMO</b>	Single Ride	Free
	<b>Special Events</b>	Shuttle – Single Ride	Determined Per Event
	<b>VOTRAN XL (Express LYNX)</b>	Single Ride	\$ 2.50
		Seniors/Students	\$ 1.00
	<b>ACCESS LYNX</b>	ADA Fare (Inside ¾ mile radius)	\$ 3.50
		ADA Fare (Outside ¾ mile radius)	\$ 6.00
		Medicaid Fare	\$ 1.00
	<i>As authorized by the Local Coordinating Board</i>	TD Fare – 0 to 4.99 Miles	\$ 2.50
	TD Fare – 5 to 9.99 Miles	\$ 3.50	
	TD Fare – 10 Miles	\$ 4.50	

**Policy Clarifications:**

**Transfers**

Transfers are valid on the date issued and must be used by the purchasing rider within a specified time interval from when it was issued. The Chief Executive Officer, or his designee, shall determine the appropriate time interval. Transfers cannot be used for stopovers or return travel.

**Daily Pass**

The daily pass is valid from 4:00 a.m. on the day of issuance until 3:00 a.m. the following day. The Executive Director, or his designee, may make adjustments to the hours of validity as needed.

**Discounted Fares and Passes**

Discounted fares and passes will be offered to the following riders:

Disabled

Disabled riders shall be qualified for the AdvantAge Pass program based on reasonable and sufficient procedures and criteria established by the Executive Director and documented in LYNX Policy.

Income Qualified

Income qualified riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Seniors

Senior riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Executive Director and documented in LYNX Policy.

Students (K-12)

Student (K-12) riders shall be qualified for the Youth Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

**Children (Age 6 and under)**

Children six and under may ride free when accompanied by an adult (full fare or non-K.I.S. discount fare). No more than three children may ride free per adult. Children six and under must pay \$.75 when not accompanied by an adult.

**Stored Value Discount Card**

The Stored Value Discount of 10% may be offered as a convenience for riders who which to prepay but do not ride frequently enough to warrant a time-value pass.

**Group Discounts**

Employer discounts for Groups available and will be determined by the Chief Executive Officer and documented in LYNX Policy.

**Human Service Agencies**

Single Ride tickets may be issued by human service agencies to clients and will not be redeemable for cash.

**FISCAL IMPACT:**

As a result of the proposed fare increases, LYNX' staff anticipates yielding a net revenue gain of approximately \$1,312,298, Fixed Route and Paratransit.

## Action Agenda Item #6.B

**To:** LYNX Board of Directors

**From:** **Lisa Darnall**  
CHIEF OPERATING OFFICER  
**Jennifer Stults**  
(Technical Contact)  
**Doug Jamison**  
(Technical Contact)  
**Timothy May**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to eliminate Link 33

**Date:** 12/6/2007

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to eliminate the Link 33 service.

### **BACKGROUND:**

At the September 27, 2007, Board of Directors' meeting, staff was directed to begin the public involvement process for the proposed elimination of the Link 33 service – Midway/Sanford Airport. The Seminole County budget, adopted September 25, 2007, did not include funding for Link 33.

The Link 33 is a low performer in terms of passengers per revenue hour, with having just 5.38 passengers per hour at the end of the second quarter of FY2007. Daily ridership averages 108 trips per day for this Monday – Saturday service. Link 33 is the lowest performing route in Seminole County, and in the bottom quartile of the LYNX system.

### **PUBLIC INVOLVEMENT PROCESS:**

LYNX held a public hearing on the proposed elimination of Link 33. The hearing was held at the Seminole County Administration Building on October 30, 2007, in conjunction with the fare increase hearing.

Advertisements for the hearing were published in the Orlando Sentinel, Seminole County Edition, The Orlando Times, and La Prensa. In addition, the hearings were advertised on the

LYNX website [www.golynx.com](http://www.golynx.com), on board the LYNX bus fleet via bus cards, on the Transit Television Network on board LYNX buses, at the LYNX Central Station Customer Service window, on the LYNX Central Station information monitor located in the terminal, in the LYNX Central Station lobby, as well as the LYNX Central Station 2<sup>nd</sup> floor reception area. Additionally, LYNX staff did “living alerts” at Seminole Centre, a key transfer location for Link 33, to notify passengers of the hearing. LYNX staff also notified key activity centers along the route, including the Sanford Airport, Delta Connection Academy, apartment homes, Central Florida Family Health Center, and Seminole Centre. These locations were also provided with comment cards.

The public comment period for the proposed elimination of Link 33 ran from October 30, 2007 through November 30, 2007. The general public was invited to comment on the proposed elimination of Link 33 at the hearing in front of the general public, and/or privately to a court reporter who was in attendance at the hearing, via the LYNX website, postage paid comment cards in both English and Spanish, as well as through a special “Voice Mail Hotline” available in both English and Spanish. Additionally, LYNX provided alternative format information as requested.

Staff has compiled the responses from all sources and the following are the findings as of Friday, November 16, 2007:

- 5 public hearing speakers, all opposed to the Link 33 elimination
- Received petition with 69 signatures opposing the elimination at the public hearing.
- 11 comment cards
- 9 voicemail comments
- 1 e-mail comment

The majority of respondents advised that Link 33 is their only means of transportation to the Health Center, work and home. Respondents requested either an extension of Link 34 to serve part of Link 33, or possibly keep Link 33, but reduce the hours of operation to every 2 hours instead of hourly.

Total Link 33 Comments Received:	95*
Negative	95 or 100%

\*Includes the petition presented at the hearing with sixty-nine signatures opposing the proposed elimination of Link 33.

The public comment period remains open until November 30, 2007 and staff will provide updated information at the Board meeting for any additional comments received between November 17 - 30, 2007.

**FISCAL IMPACT:**

The fiscal impact will be the reduction in funding from Seminole County for Link 33 in the amount of \$320,202.

---

## Action Agenda Item #6.C

**To:** LYNX Board of Directors  
**From:** Bert Francis  
CHIEF FINANCIAL OFFICER

**Presented By:** Bert Francis

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Authorization to Negotiate a Financial Settlement with The Collage Companies concerning the LYNX Operations Center Construction Contract

**Date:** 12/6/2007

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or her designee to negotiate and execute a financial settlement with The Collage Companies on the Lynx Operations Center (LOC) construction contract.

### **BACKGROUND:**

There have been several problems regarding the timely completion of the LOC project. LYNX staff, working with Earth Tech, has met with Collage officials in an attempt to address outstanding issues and propose a final settlement. Staff is still in negotiations at this time and will give the Board a proposed "not to exceed" amount at the Board meeting. It is the intent that this settlement will resolve outstanding issues and result in the ultimate release by Collage as well as their sub-contractors from future claims.

If approved, LYNX staff will direct legal counsel to draft a settlement agreement for a "not to exceed" amount that could be executed by the CEO after review and approval by the Chairman. The settlement agreement would be included as an information item at the January Board meeting.

### **FISCAL IMPACT:**



Based on the final negotiated amount, LYNX will utilize available Federal funds as well as reserves to satisfy the settlement agreement.

---

## Action Agenda Item #6.D

**To:** LYNX Board of Directors

**From:** James McLawhorn  
CHIEF GOVERNMENT AFFAIRS OFFICER  
Bryan Stutts  
(Technical Contact)

**Presented By:** J Marsh

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Authorization to Award and Negotiate a Contract for State Lobbying Services

**Date:** 12/6/2007

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract for state lobbying services to JEJ & Associates, Inc. and the firm of Gray Robinson. The services are outlined in the LYNX Request For Proposal (RFP)#: 07-052 "State Lobbying Consultant" for an initial period of (3) three years with (2) two (1) one-year renewal options.

### **BACKGROUND:**

On November 5, 2002, LYNX entered into a contract for state lobbying services that expired November 5, 2007.

Staff believes it is desirable to continue to contract for state lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation and appropriations affecting Central Florida and LYNX directly or indirectly. These services also include any appropriate legislative or pre-legislative session committee meetings, hearings and conferences and the preparation of requests for funding for various transportation projects to the Florida Department of Transportation, the Florida Legislature and other appropriate governmental agencies.

### **RFP EVALUATION PROCESS:**

1. An RFP for State Lobbying Services was issued on October 4, 2007. The proposal due date was October 29, 2007. Six (6) proposals were received on that date from the following firms listed in alphabetical order:

**Proposer**

The Advocacy Group  
Capitol Strategies  
Dobson Craig & Associates  
Foley & Lardner LLP  
Gray Robinson  
JEJ & Associates, Inc.

2. LYNX established a Source Evaluation Committee (SEC) to independently review and evaluate the “responsive” proposals. The SEC was convened on November 15, 2007 with oral presentations held on November 19, 2007 and a concluding conference call held on November 27, 2007. The SEC was composed of five (5) members, including Linda Watson, Carlton Henley, Tricia Johnson, Harold Barley and Bert Francis.
3. Each proposal was reviewed and evaluated by each member of the SEC utilizing the following criteria and assigned weight:

Relevant Experience	30%
Qualifications & Strategic Approach	25%
Credentials	20%
Cost Effectiveness	20%
Disadvantaged Business Enterprise	5%
4. After a thorough discussion the following firms were invited to present oral presentations to the SEC.

**Gray Robinson  
The Advocacy Group  
JEJ & Associates, Inc.  
Foley & Lardner LLP**

5. Based on a further discussion following oral presentations, the Source Evaluation Committee concluded and recommends that JEJ & Associates, Inc. continue providing services but that the firm of Gray Robinson is added to strengthen the existing legislative effort.

**FISCAL IMPACT:**

If approved, staff will negotiate and contract with each firm, the total of which will be within the approved current budget amount of \$95,000.

**Work Session Item #7.A**

**To: LYNX Board of Directors**

**From: James McLawhorn**  
CHIEF GOVERNMENT AFFAIRS OFFICER  
**Andrew Smith**  
(Technical Contact)  
**Bryan Stutts**  
(Technical Contact)

**Presented By: J. Marsh McLawhorn, LYNX**

**Phone: 407.841.2279 ext: 6064**

**Item Name: CASE Project Progress Report**

**Date: 12/6/2007**

---

Momentum for transportation improvements in Central Florida is at an all time high. In the last few months we have seen the continuation of major improvements in I-4, the unanimous area wide passage of commuter rail, and the completion of the voluminous *How Shall We Grow* effort, which actively engaged tens of thousands of Central Floridians as to how they want their community to look in the coming years.

The results of *How Shall We Grow* provided much of the impetus for LYNX' CASE Project. Overwhelmingly, citizens picked future scenarios in which transportation corridors existed to link communities to businesses, recreational activities, and to lessen congestion on our overly crowded roads. Given the mood of the community, the CASE project seeks to further educate citizens about the limitations facing the current transit system, the need for transportation options, and specifics as to what these options can do for the region.

To date the LYNX Community Affairs Dept. has reached hundreds of citizens and business leaders in the initial phase of this outreach effort. In addition we have held two interactive town hall meetings in which we engaged seniors and veterans as to what they want their transportation

future to look like. Although this public education campaign is just getting started, the valuable information gleaned from responses to surveys taken by meeting attendees has already led to policy changes being implemented.

Between the months of January and February 2008 LYNX will conduct a series of interactive educational events throughout our service area. Our goal is to engage as many citizens as possible with a fun, interactive, and educational program that highlights the future possibilities if more transportation options were made available in our area.

**Information Item A: Change orders for the LOC**

**To:** LYNX Board Of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Change Orders for the LOC

**Date:** 12/6/2007

Change Order Number	AMOUNT	DESCRIPTION
159	\$54,751	This additive change order increases funds for compensable time extension, 31 calendar days August 1 to August 31, 2007.
160	\$1,251	This additive change order provides the funds to provide additional fire extinguisher bottles at Building A.
161	\$14,806	This additive change order provides the funds to repair the membrane roofing at Building B.
162	\$8,343	This additive change order provides the funds for additional mechanical work due to RATC repairs at Building B.
163	\$10,155	This unilateral change order provides the funds for door, window and money room vaulting equipment installation changes at Building B.

**LYNX OPERATIONS CENTER  
LOC BUDGET AMENDMENT**

Approved 7/26/2007 \*(Reallocated 12/06/2007)

<u>Cost Category</u>	<u>Budget prior to Amendment</u>	<u>Budget Amendment</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,248,030		\$ 18,248,030
Collage Contract (Unearned)	-	40,000 *	40,000
Collage Owner Direct Purchases	<u>6,511,996</u>		<u>6,511,996</u>
Subtotal Collage Contract + Direct Purchases	24,760,026	40,000	24,800,026
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,378,813	180,000 *	1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>5,627</u>	<u>355,000 *</u>	<u>360,627</u>
<b>TOTALS</b>	<u><u>\$ 36,359,000</u></u>	<u><u>\$ 575,000</u></u>	<u><u>\$ 36,934,000</u></u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Increase	\$ 355,000

Description of Change:

\$355,000 Additional proposed change orders  
 \$180,000 Additional work for EarthTech through completion & punch list items through December 2007  
 \$40,000 Completion of Life Safety issues necessary to obtain the Certificate of Occupancy  
**\$575,000 Total LOC Budget Amendment**

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #146**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 146</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,248,030	\$ 19,665	\$ 18,267,695
Collage Contract (Unearned)	40,000		40,000
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,800,026	19,665	24,819,691
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	360,627	(19,665)	340,962
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (19,665)
Description of Change:		

This additive change order increases funds in order to provide additional caulking at doors and windows in Building A and A Expansion.



**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #147**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 147</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,267,695	\$ 12,415	\$ 18,280,110
Collage Contract (Unearned)	40,000		40,000
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,819,691	12,415	24,832,106
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	340,962	(12,415)	328,547
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (12,415)
Description of Change:		

This additive change order increases funds in order to increase caliper size of 37 East Palatka Holly trees.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #148**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 148</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,280,110	\$ 1,093	\$ 18,281,203
Collage Contract (Unearned)	40,000		40,000
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,832,106	1,093	24,833,199
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	328,547	(1,093)	327,454
<b>TOTALS</b>	<b>\$ 36,934,000</b>	<b>\$ -</b>	<b>\$ 36,934,000</b>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (1,093)
Description of Change:		

This additive change order increases funds to provide additional base material and revise pavers elevations at Building B.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #149**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 149</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,281,203	\$ 4,025	\$ 18,285,228
Collage Contract (Unearned)	40,000	(4,025)	35,975
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,833,199	-	24,833,199
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	327,454	-	327,454
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget: \$ -

Change in Contingency: Decrease \$ -

Description of Change:

This additive change order increases funds to furnish and install five ADA shower benches (city requirement) in Building A, Building B and Building C.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #150**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 150</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,285,228	\$ 8,198	\$ 18,293,426
Collage Contract (Unearned)	35,975		35,975
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,833,199	8,198	24,841,397
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	327,454	(8,198)	319,256
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (8,198)
Description of Change:		

This additive change order increases funds to furnish and install fuel piping and transition sump to avoid conflict with drainage structure S-82.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #151**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 151</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,293,426	\$ 2,381	\$ 18,295,807
Collage Contract (Unearned)	35,975	(2,381)	33,594
Collage Owner Direct Purchases	<u>6,511,996</u>		<u>6,511,996</u>
Subtotal Collage Contract + Direct Purchases	24,841,397	-	24,841,397
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>319,256</u>	<u>-</u>	<u>319,256</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget: \$ -

Change in Contingency: Decrease \$ -

Description of Change:

This additive change order increases funds to furnish and install blind man rails at stairwells in Building A and Building B.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #152**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 152</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,295,807	\$ 13,924	\$ 18,309,731
Collage Contract (Unearned)	33,594		33,594
Collage Owner Direct Purchases	<u>6,511,996</u>		<u>6,511,996</u>
Subtotal Collage Contract + Direct Purchases	24,841,397	13,924	24,855,321
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>319,256</u>	<u>(13,924)</u>	<u>305,332</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (13,924)
Description of Change:		

This additive change order increases funds to change locksets from non-interchangeable to the changeable core type in Building B.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #153**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 153</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,309,731	\$ 52,985	\$ 18,362,716
Collage Contract (Unearned)	33,594		33,594
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,855,321	52,985	24,908,306
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	305,332	(52,985)	252,347
<b>TOTALS</b>	<b>\$ 36,934,000</b>	<b>\$ -</b>	<b>\$ 36,934,000</b>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (52,985)
Description of Change:		

This additive change order increases funds for compensable time extension, 30 calendar days June 1 to June 30, 2007.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #154**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 154</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,362,716	\$ (10,796)	\$ 18,351,920
Collage Contract (Unearned)	33,594		33,594
Collage Owner Direct Purchases	<u>6,511,996</u>	<u>10,137</u>	<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,908,306	(659)	24,907,647
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>252,347</u>	<u>659</u>	<u>253,006</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Increase	\$ 659
Description of Change:		

This deductive change order provides the funds to purchase holly trees through the ODP tax savings process.



**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #155**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 155</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,351,920	\$ 6,484	\$ 18,358,404
Collage Contract (Unearned)	33,594	(6,484)	27,110
Collage Owner Direct Purchases	<u>6,522,133</u>		<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,907,647	-	24,907,647
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>253,006</u>	<u>-</u>	<u>253,006</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:

\$ -

Change in Contingency:

\$ -

Description of Change:

This additive change order provides the funds to provide fiberglass grates to the tank storage area, Building C-2 as required by the City of Orlando Building Department.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #156**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 156</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,358,404	\$ 13,351	\$ 18,371,755
Collage Contract (Unearned)	27,110	(13,351)	13,759
Collage Owner Direct Purchases	<u>6,522,133</u>		<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,907,647	-	24,907,647
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>253,006</u>	<u>-</u>	<u>253,006</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:

\$ -

Change in Contingency:

\$ -

Description of Change:

This additive change order provides the funds for door changes, Building A, to meet city building code requirement.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #157**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 157</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,371,755	\$ 54,751	\$ 18,426,506
Collage Contract (Unearned)	13,759		13,759
Collage Owner Direct Purchases	<u>6,522,133</u>		<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,907,647	54,751	24,962,398
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>253,006</u>	<u>(54,751)</u>	<u>198,255</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (54,751)
Description of Change:		

This additive change order increases funds for compensable time extension, 31 calendar days July 1 to July 31, 2007.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #158**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 158</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,426,506	\$ 17,624	\$ 18,444,130
Collage Contract (Unearned)	13,759		13,759
Collage Owner Direct Purchases	6,522,133		6,522,133
Subtotal Collage Contract + Direct Purchases	24,962,398	17,624	24,980,022
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	198,255	(17,624)	180,631
<b>TOTALS</b>	<b>\$ 36,934,000</b>	<b>\$ -</b>	<b>\$ 36,934,000</b>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (17,624)
Description of Change:		

This additive change order provides the funds for LYNX requested changes to lockers in Building A and C.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #159**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 159</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,444,130	\$ 54,751	\$ 18,498,881
Collage Contract (Unearned)	13,759		13,759
Collage Owner Direct Purchases	6,522,133		6,522,133
Subtotal Collage Contract + Direct Purchases	<u>24,980,022</u>	<u>54,751</u>	<u>25,034,773</u>
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>180,631</u>	<u>(54,751)</u>	<u>125,880</u>
<b>TOTALS</b>	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (54,751)
Description of Change:		

This additive change order increases funds for compensable time extension, 31 calendar days August 1 to August 31, 2007.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #160**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 160</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,498,881	\$ 1,251	\$ 18,500,132
Collage Contract (Unearned)	13,759	(1,251)	12,508
Collage Owner Direct Purchases	6,522,133		6,522,133
Subtotal Collage Contract + Direct Purchases	<u>25,034,773</u>	<u>-</u>	<u>25,034,773</u>
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>125,880</u>	<u>-</u>	<u>125,880</u>
<b>TOTALS</b>	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

**SUMMARY:**

Change in Total Budget: \$ -

Change in Contingency: Decrease \$ -

Description of Change:

This additive change order provides the funds to provide additional fire extinguisher bottles at Building A.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #161**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 161</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,500,132	\$ 14,806	\$ 18,514,938
Collage Contract (Unearned)	12,508		12,508
Collage Owner Direct Purchases	<u>6,522,133</u>		<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	25,034,773	14,806	25,049,579
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>125,880</u>	<u>(14,806)</u>	<u>111,074</u>
<b>TOTALS</b>	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (14,806)
Description of Change:		

This additive change order provides the funds to repair the membrane roofing at Building B.

**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #162**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 162</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,514,938	\$ 8,343	\$ 18,523,281
Collage Contract (Unearned)	12,508		12,508
Collage Owner Direct Purchases	<u>6,522,133</u>		<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	25,049,579	8,343	25,057,922
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>111,074</u>	<u>(8,343)</u>	<u>102,731</u>
<b>TOTALS</b>	<u>\$ 36,934,000</u>	<u>\$ -</u>	<u>\$ 36,934,000</u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (8,343)
Description of Change:		

This additive change order provides the funds for additional mechanical work due to RATC repairs at Building B.



**LYNX OPERATIONS CENTER**

**Revised Budget Including Change Order #163**

**December 6, 2007**

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 163</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,523,281	\$ 10,155	\$ 18,533,436
Collage Contract (Unearned)	12,508		12,508
Collage Owner Direct Purchases	6,522,133		6,522,133
Subtotal Collage Contract + Direct Purchases	<u>25,057,922</u>	<u>10,155</u>	<u>25,068,077</u>
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,558,813		1,558,813
LYNX Oversight	409,761		409,761
Contingency	<u>102,731</u>	<u>(10,155)</u>	<u>92,576</u>
<b>TOTALS</b>	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

**SUMMARY:**

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (10,155)
Description of Change:		

This unilateral change order provides the funds for door, window and money room vaulting equipment installation changes at Building B.

## Monthly Report A: Finance Report

**To:** LYNX Board Of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Preliminary Monthly Financial Reports - September 2007

**Date:** 12/6/2007

---

Please find attached the monthly financial reports for the twelve months ending September 30, 2007. LYNX' Preliminary Statement of Revenues, Expenses, and Changes in Net Assets (Preliminary Operating Statement) for the twelve months ending September 30, 2007 reflect total revenue earned in the amount of \$104,185,492 and total expenses incurred in the amount of \$96,664,665 resulting in a net operating profit of \$7,520,827:

- Fixed route and Van Pool services resulted in an operating profit of \$6,462,185 for twelve months of operations.
- Paratransit services resulted in an operating profit of \$1,058,642 or the twelve months of operations.

### **Fixed Route Operations:**

The fixed route positive results relate to lower than anticipated cost for LYNX' fixed route services. Interest income and miscellaneous revenues are higher than anticipated, contributing to the positive results for twelve months of the fiscal year. Personnel costs are under budget due to the existence of many vacant positions. The cost of fuel is also running considerably under budget. In addition, expenses relating to professional services and other services are not being accrued on a monthly basis and as such the amounts reported reflect only actual payments year-to-date. These amounts will be adjusted during the year end closing to reflect the amount actually incurred during the fiscal year.

**Paratransit Operations:**

Regarding the paratransit operations, the positive results are due to lower than anticipated trip levels and related costs year-to-date. The trip levels are down due to the creation of a new HMO transportation provider and strict enforcement of the “no show” policy. LYNX staff closely monitored the trip levels in order to ensure consistency with planned operating expenses. Also, staff continues to oversee the operations of this program daily to ensure that the provider is in compliance with the required service performance standards and other contract obligations.

Overall, we anticipate positive results this year due to the related savings referred to above. However, we still need to make the final year-end adjustments and accruals to complete the year end close out process. These adjustments will reflect amounts actually “incurred” during the year versus the estimated amounts and amounts paid to date. As such, the projected net income is “preliminary” and un-audited at this time and is anticipated to be less than the year to date amount reported in the Preliminary September Monthly Report.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PRELIMINARY  
BALANCE SHEETS  
SEPTEMBER 30, 2007 AND 2006  
(UNAUDITED)**

	<u>2007</u>	<u>2006</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 15,721,380	\$ 7,179,890
Receivables:		
Local, trade and operating assistance	2,618,496	3,041,155
Federal grants	7,311,391	6,311,364
State grants	2,407,940	2,995,806
Inventory	2,267,486	1,967,699
Prepaid expenses and other assets	814,469	605,173
Restricted cash and cash equivalents	5,139,499	2,437,750
	<hr/>	<hr/>
Total current assets	36,280,661	24,538,837
	<hr/>	<hr/>
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	4,582,058	9,029,216
	<hr/>	<hr/>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	39,867,549	39,457,782
Revenue vehicles	91,474,793	67,116,011
Furniture, Fixtures & Equipment	16,463,614	14,864,270
Leasehold improvements	1,767,888	1,705,204
Total property and equipment	158,145,309	131,714,732
Less: accumulated depreciation	(77,767,943)	(67,686,283)
Construction in progress	43,139,135	33,204,842
	<hr/>	<hr/>
Net property and equipment	123,516,501	97,233,291
	<hr/>	<hr/>
Other assets	926,468	1,017,079
	<hr/>	<hr/>
Total noncurrent assets	129,025,027	107,279,586
	<hr/>	<hr/>
<b>TOTAL ASSETS</b>	<u>\$ 165,305,688</u>	<u>\$ 131,818,423</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PRELIMINARY  
BALANCE SHEETS  
SEPTEMBER 30, 2007 AND 2006  
(UNAUDITED)**

	<b>2007</b>	<b>2006</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 4,494,209	\$ 4,088,182
Accrued salaries and related taxes	2,173,257	1,306,170
Accrued compensated absences	2,958,426	2,713,035
Accrued self-insurance liability, current	1,209,079	1,171,339
Leases payable, current	966,449	45,011
SIB loans payable, current	1,702,635	3,978,907
Deferred operating revenue	2,024,558	118,254
Deferred capital	2,601,691	2,437,750
Total current liabilities	18,130,304	15,858,648
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	6,666,527	-
Loans payable	15,996,356	17,698,991
Accrued self-insurance liability, long-term	1,754,567	1,905,497
Total noncurrent liabilities	24,417,450	19,604,488
Total liabilities	42,547,754	35,463,136
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	102,751,733	84,151,902
Restricted	1,032,788	-
Unrestricted	18,973,413	12,203,385
Total net assets	122,757,934	96,355,287
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 165,305,688</b>	<b>\$ 131,818,423</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PRELIMINARY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF SEPTEMBER 2007 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2007**  
**(UNAUDITED)**

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 19,793,506	\$ 19,095,858	96%	\$ 1,649,460	\$ 1,502,645	91%
Contract Services:						
Local Financial Assistance	9,382,681	9,123,305	97%	781,890	793,488	101%
Other Contractual Services	8,160,590	8,623,769	106%	680,050	703,166	103%
Advertising	2,400,000	2,300,283	96%	225,001	204,120	91%
Other Operating Income	461,942	607,707	132%	38,495	57,527	149%
<b>Total Operating Revenues</b>	<b>40,198,719</b>	<b>39,750,922</b>	<b>99%</b>	<b>3,374,896</b>	<b>3,260,946</b>	<b>97%</b>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	715,000	715,000	100%	59,583	59,583	100%
State of Florida	8,185,690	8,185,840	100%	682,141	682,141	100%
Local	44,221,751	41,888,274	95%	3,892,259	3,679,844	95%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	11,491,568	10,053,202	87%	1,237,475	898,382	73%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,345,879	2,182,014	93%	15,490	215,588	1392%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	3,000	71,701	2390%	(194,750)	28,116	114%
Interest Income	690,816	1,338,526	194%	95,523	130,818	137%
Gain / (Loss) on Sale of Assets	-	13	N/A	-	(1,067)	N/A
<b>Total Nonoperating Revenues</b>	<b>67,653,704</b>	<b>64,434,570</b>	<b>95%</b>	<b>5,787,721</b>	<b>5,693,405</b>	<b>98%</b>
Fund Balance	-	-	0%	-	-	0%
<b>Total Revenues</b>	<b>107,852,423</b>	<b>104,185,492</b>	<b>97%</b>	<b>9,162,617</b>	<b>8,954,351</b>	<b>98%</b>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	37,336,867	36,183,993	97%	3,176,405	3,097,622	98%
Fringe Benefits	20,303,570	18,556,894	91%	1,733,544	1,895,899	109%
Purchased Transportation Services	16,494,174	15,921,561	97%	1,374,514	1,545,187	112%
Fuel	11,368,822	10,390,825	91%	822,250	1,014,830	123%
Other Materials and Supplies	5,481,970	4,831,545	88%	424,416	402,906	95%
Professional Services	3,395,093	1,638,390	48%	107,516	133,811	124%
Other Services	5,590,852	4,088,122	73%	597,340	218,587	37%
Lease and Miscellaneous Expenses	2,535,514	1,614,055	64%	341,128	191,657	56%
Casualty and Liability Insurance	1,872,810	1,865,921	100%	296,105	194,983	66%
Utilities	961,005	968,448	101%	80,084	85,344	107%
Taxes and Licenses	496,379	419,045	84%	41,365	37,410	90%
Interest Expense	189,420	185,866	98%	15,785	49,922	316%
<b>Total Operating Expenses</b>	<b>106,026,476</b>	<b>96,664,665</b>	<b>91%</b>	<b>9,010,452</b>	<b>8,868,158</b>	<b>98%</b>
<b>OPERATING GAIN / (LOSS)</b>	<b>\$ 1,825,947</b>	<b>\$ 7,520,827</b>	<b>412%</b>	<b>\$ 152,165</b>	<b>\$ 86,193</b>	<b>57%</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FIXED-ROUTE AND VANPOOL SEGMENT  
PRELIMINARY  
STATEMENT OF REVENUE AND EXPENSES  
FOR THE MONTH OF SEPTEMBER 2007 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2007  
(UNAUDITED)**

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 18,573,188	\$ 18,030,512	97%	\$ 1,547,767	\$ 1,397,603	90%
Contract Services:						
Local Financial Assistance	9,382,681	9,123,305	97%	781,890	793,488	101%
Other Contractual Services	209,938	108,600	52%	17,495	-	0%
Advertising	2,400,000	2,300,283	96%	225,001	204,120	91%
Other Income	461,942	607,707	132%	38,495	57,527	149%
<b>Total Operating Revenues</b>	<b>31,027,749</b>	<b>30,170,407</b>	<b>97%</b>	<b>2,610,648</b>	<b>2,452,738</b>	<b>94%</b>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	715,000	715,000	100%	59,583	59,583	100%
State of Florida	8,185,690	8,185,840	100%	682,141	682,141	100%
Local	36,248,441	33,914,964	94%	3,227,817	3,015,406	93%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	9,791,568	8,353,202	85%	1,095,808	756,715	69%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,345,879	2,182,014	93%	15,490	215,588	1392%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	3,000	71,701	2390%	(194,750)	28,116	114%
Interest Income	690,816	1,338,526	194%	95,523	130,818	137%
Gain / (Loss) on the Sale of Assets	-	13	N/A	-	(1,067)	N/A
<b>Total Nonoperating Revenues</b>	<b>57,980,394</b>	<b>54,761,260</b>	<b>94%</b>	<b>4,981,612</b>	<b>4,887,300</b>	<b>98%</b>
<b>Total Revenues</b>	<b>89,008,143</b>	<b>84,931,667</b>	<b>95%</b>	<b>7,592,260</b>	<b>7,340,038</b>	<b>97%</b>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	36,991,256	35,915,662	97%	3,147,605	3,081,096	98%
Fringe Benefits	20,097,829	18,378,928	91%	1,716,395	1,880,112	110%
Purchased Transportation Services	4,000	1,578	39%	332	4	1%
Fuel	9,712,228	8,857,078	91%	684,201	879,224	129%
Other Materials and Supplies	5,360,055	4,808,120	90%	414,260	396,861	96%
Professional Services	3,166,543	1,461,830	46%	88,471	126,776	143%
Other Services	5,584,252	4,085,527	73%	596,790	217,898	37%
Lease and Miscellaneous Expenses	2,521,009	1,600,203	63%	339,921	187,443	55%
Casualty and Liability Insurance	1,872,810	1,865,921	100%	296,105	194,983	66%
Utilities	895,629	918,444	103%	74,636	82,591	111%
Taxes and Licenses	439,604	390,325	89%	36,633	32,722	89%
Interest Expense	189,420	185,866	98%	15,785	49,922	316%
<b>Total Operating Expenses</b>	<b>86,834,635</b>	<b>78,469,482</b>	<b>90%</b>	<b>7,411,134</b>	<b>7,129,632</b>	<b>96%</b>
<b>OPERATING GAIN / (LOSS)</b>	<b>\$ 2,173,508</b>	<b>\$ 6,462,185</b>	<b>297%</b>	<b>\$ 181,126</b>	<b>\$ 210,406</b>	<b>116%</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PARATRANSIT SEGMENT  
PRELIMINARY  
STATEMENT OF REVENUE AND EXPENSES  
FOR THE MONTH OF SEPTEMBER 2007 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2007  
(UNAUDITED)**

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 1,220,318	\$ 1,065,346	87%	\$ 101,693	\$ 105,042	103%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,950,652	8,515,169	107%	662,555	703,166	106%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
<b>Total Operating Revenues</b>	<u>9,170,970</u>	<u>9,580,515</u>	<u>104%</u>	<u>764,248</u>	<u>808,208</u>	<u>106%</u>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	7,973,310	7,973,310	100%	664,442	664,438	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,700,000	1,700,000	100%	141,667	141,667	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
<b>Total Nonoperating Revenues</b>	<u>9,673,310</u>	<u>9,673,310</u>	<u>100%</u>	<u>806,109</u>	<u>806,105</u>	<u>100%</u>
<b>Total Revenues</b>	<u>18,844,280</u>	<u>19,253,825</u>	<u>102%</u>	<u>1,570,357</u>	<u>1,614,313</u>	<u>103%</u>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	345,611	268,331	78%	28,800	16,526	57%
Fringe Benefits	205,741	177,967	87%	17,149	15,787	92%
Purchased Transportation Services	16,490,174	15,919,983	97%	1,374,182	1,545,183	112%
Fuel	1,656,594	1,533,747	93%	138,049	135,606	98%
Other Materials and Supplies	121,915	23,425	19%	10,156	6,045	60%
Professional Services	228,550	176,559	77%	19,045	7,035	37%
Other Services	6,600	2,595	N/A	550	689	N/A
Lease and Miscellaneous Expenses	14,505	13,851	95%	1,207	4,214	349%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Taxes and Utilities	65,376	50,004	76%	5,448	2,753	51%
Interest Expense	56,775	28,721	51%	4,732	4,688	99%
<b>Total Operating Expenses</b>	<u>19,191,841</u>	<u>18,195,183</u>	<u>95%</u>	<u>1,599,318</u>	<u>1,738,526</u>	<u>109%</u>
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (347,561)</u>	<u>\$ 1,058,642</u>	<u>405%</u>	<u>\$ (28,961)</u>	<u>\$ (124,213)</u>	<u>-329%</u>



## Monthly Report B: Employee Travel Report

**To:** LYNX Board Of Directors

**From:** Linda Watson  
 CHIEF EXECUTIVE OFFICER  
 Blanche Sherman  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel Report

**Date:** 12/6/2007

Employee/ Department	Destination	Purpose	Departure and Return Dates	Estimated Agency Cost
David Burnett Operations	Tampa, FL	Meeting with CUTR to discuss Transit related opportunities	08/23/07	-
Larry Jamieson Operations	Los Angeles, CA to Orlando	Interview-Mgr of Transportation	09/16-09/17/07	648
Edward Johnson Executive	Ft Lauderdale, FL	Florida Trans. Comm. on performance measures	10/8-10/9/07	108
Linda Watson Executive	Washington, DC	SPPR 2007 Fall meeting	10/30-10/31/07	Paid by TRB-
Mira Bourova Planning	Tampa, FL	2007 Nat'l Ctr for Transit Research	11/6-11/8/07	608
William Hearndon Paratransit	Tampa, FL	TD Regional meeting	11/7/07	106
Mira Bourova Planning	Tampa, FL	TBEST Training	11/8-11/9/07	172

William Hearndon Paratransit	Tampa, FL	Lifeline American Cancer Society	11/15/07	111
William Zielonka Operations	Universal City, CA	Seventh Safety & Security Round Table	12/3-12/7/07	466
James Mclawhorn Governmental Affairs	Charlotte, NC	APTA Annual Conf	10/6-10/11/07	1,510
James Mclawhorn Governmental Affairs	Sandestin, FL	Florida Chamber of Commerce Annual Meeting	10/21-10/23/07	905
James Mclawhorn Governmental Affairs	Washington, DC	Leadership APTA	11/27-12/2/07	1,821
			<b>TOTAL</b>	<b>6,455</b>

## Monthly Report C: Planning Division Report

**To:** LYNX Board Of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Jennifer Stults  
(Technical Contact)  
Doug Jamison  
(Technical Contact)  
Sherry Zielonka  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Planning Report

**Date:** 12/6/2007

---

### Coordination

Staff has attended the Project Advisory Committee meetings hosted by the Orlando-Orange County Expressway Authority (OOCEA) related to studies for the extensions of S.R. 408, S.R. 417, and S.R. 528. These meetings are currently at a “high level” to determine corridors for study by OOCEA. The S.R. 528 corridor is being evaluated as a “super corridor” which may eventually contain a toll road, exclusive bus lanes, passenger and freight rail, and utilities.

Jennifer Stults, LYNX Deputy Chief of Planning & Technology, made a presentation to approximately 40 members of the West Orange/South Lake Chamber's Transportation Task Force annual meeting. This group receives quarterly LYNX updates on services and other items of interest. They were pleased to learn of the implementation of 30-minute service on Link 30, which serves West Oaks Mall and S.R. 50 in that area. The group was also happy with the success of the Link 55 extension into Lake County in the Four Corners area, and that the Clermont Express would be continued. Ongoing issues and concerns with S.R. 50 were discussed with expression that transit should continue to be part of the solution, maybe even to include bus lanes. There was also discussion of rail, bikeways, and developing more jobs in Lake County. Property tax reform was of great concern to most present.

LYNX met with the Florida Department of Transportation, City of Orlando, developers, and others regarding the LYNX Central Station Commuter Rail Station.

LYNX met again with the Florida Department of Transportation regarding the Commuter Rail feeder bus system to address changes in route structure and services.

Staff continues to coordinate with METROPLAN ORLANDO on their Final Transportation Improvement Program's transit and intermodal elements. Additionally, work on the transit aspects of the Long Range Transportation Plan is advancing.

### **Developments of Regional Impact (DRIs)**

Staff has reviewed and/or commented on the following projects:

- **Florida Hospital – Altamonte (Seminole County) – Annual Monitoring Report**

Florida Hospital – Altamonte has submitted their annual monitoring report. Included in the report is direction for the developer to coordinate with the City and LYNX to provide future transit stops as well as support for the proposed BRT (Bus Rapid Transit)/ITS (Intelligent Transportation System) circulator at a location to be determined at a later date. The developer will continue to provide information regarding the LYNX ride-share program as well as facilities and sites within two (2) years of issuance of the Development Order.

- **Millennia DRI – Development Order (City of Orlando)**

Staff has worked with developers near the Mall at Millennia to obtain funding for transit shelters as required through the Millennia DRI. These shelters will be installed by LYNX using this funding at bus stops located at each development.

- **Northpoint DRI – Development Order (Seminole County)**

As part of the Development Order for the Northpoint DRI, the developer has agreed to purchase 2 vans to be utilized for the LYNX Vanpool service. LYNX is currently in the process of invoicing the developer for the vans.

### **FlexBus**

Meetings continue with property owners regarding the location of stations on their property. Several of the property owners are in the process of executing Transit Station License Agreements to authorize the installation of Flexbus stations or kiosks at their sites.

### **Geography Network**

There were 1,416 hits in October on the Geography Network.

### **Geographic Information Systems (GIS)**

The updates of the bus stop and routes information were published on Orange County's INFOMap website. This interactive mapping site is maintained by Orange County and serves as a means of letting the general public gain access to government data resources and to provide feedback on the data.

The LYNX Geographic Network was updated with average daily ridership information from the Automated Passenger Counters (APCs) for April 2007 bid and with information about the private roads in Orange County.

In preparation for the Section 5311 Rural Grant billing, GIS analysis regarding route segments in urban and in rural areas was updated. Additionally, information regarding census tracts with

minority populations was updated for use in the preparation of Title VI compliance documentation.

Information was provided to Metro Transit in Minneapolis regarding LYNX' effort to employ the GIS software called Network Analyst Extension in fixed route planning. This software provides network-based spatial analysis including routing, travel directions, closest facility, and service area analysis. The interest was brought from a presentation on this topic by Mira Bourova at the ESRI International Conference in 2007.

LYNX' GIS Analyst Mira Bourova attended the South Florida GIS Expo in West Palm Beach. The goal of this Expo was information exchange among GIS professionals, with the workshop committee organizing a forum covering the 14 years of the Expo's history as well as facilitating participation in a discussion for statewide GIS coordination.

### **Grants**

LYNX was pleased to learn that both Service Development Grant applications to the Florida Department of Transportation were approved and funded for FY2008/09. The two projects submitted were Link 323 serving the S.R. 434 corridor in Seminole County for \$902,000, and a Regional Intelligent Transportation Systems Travel Center technology project for \$200,000. This is for a total of \$1.1 million in Transportation Regional Incentive Program (TRIP) funding awards.

Staff has resubmitted the revised request for four additional buses from the Florida Department of Transportation (FDOT) Transportation Regional Incentive Program (TRIP) for FY2008/09. The LYNX Board approved this amendment at its September meeting. FDOT required a new application as opposed to amending the old one. Additionally, this application changed as a result of a recent meeting with the Commuter Rail team in that some routes were going to be different than what was discussed a year ago. The total of sixteen buses remained the same; however, the route descriptions and map changed as a result of the recent meeting.

Staff is in the process of providing additional information to support the FY2009/10 and FY2010/11 TRIP applications.

Service Planning continues to develop service requests for the grant application of the Job Access & Reverse Commute (JARC) and New Freedom Program (NFP) funds for the Orlando Urban Area.

### **Model Orlando Regionally Efficient - Travel Management Coordination Center (MORE-TMCC)**

This project is sponsored by the Federal Transit Administration to develop a scalable and replicable model of a regionally coordinated transportation system for human service transportation services. The needs assessment survey of all partner agencies has been completed and compiled into the Concept of Operations. This is one of the deliverable documents for the project and is used to determine the system requirements for the desired final design. The TMCC team has had a mid-project meeting with the Federal Transit Administration (FTA) staff

and their consultant team. This meeting allowed the local project team to update the FTA on progress to date and to receive feedback.

### **Requests**

- 4 Requests for information related to facilities – park & ride lots, shelters, bus stops, and related amenities
- 14 GIS requests
- 15 Customer Concerns
- 3 Service-related requests
- 22 Requests for general information, including ridership, surveys and more
- 9 Nip-Its

### **Service**

A systemwide bus operator bid to pick work was successfully completed for the December 9, 2007 implementation date.

Efforts have begun on the network efficiency analysis, to streamline fixed route bus service for potential cost savings. Existing stop level data is now being researched. Additional Automated Passenger Counters (APCs) have been ordered and installed, along with programming and reporting items related to this. Mapping efforts to show this data have also begun.

### **Shelters and Related Passenger Amenities**

Staff is examining potential shelters sites for the next installation work order. This is anticipated to include four sites at the request of Sea World Orlando, one on Kennedy Boulevard at Lakeside Behavioral Healthcare, one at the Beardall Senior Center in Orlando, and one on Bumby Avenue at the Orlando Housing Authority. Staff has also worked with several developers to obtain funding for the installation of transit shelters on their property as a condition of their development orders.

A meeting was held with the management of Osceola Square Mall, Planning staff and the City of Kissimmee to finalize coordinating the design of the future Osceola Square Mall Superstop. All parties are in agreement on the design, which will be finalized for development and release of the Invitation for Bid (IFB) to begin construction.

### **Title VI**

Staff has completed the 2008 – 2010 update of the Title VI Program and transmitted the document to the Federal Transit Administration's District 4 Civil Rights Office on November 6, 2007. A copy of the LYNX 2008 – 2010 Title VI Program update will be provided in CD format upon receipt of FTA approval.

### **Training**

Planning staff has begun LYNX in-house Service Excellence Training.

Staff attended the Florida Public Transportation Association's annual conference, held in Orlando. Sessions focused on bus rapid transit, funding, development and proportionate share, state and federal planning requirements, and federal grant requirements.

## Monthly Report D: Ridership Report

**To: LYNX Board Of Directors**

**From: Lisa Darnall**  
 CHIEF OPERATING OFFICER  
**Jennifer Stults**  
 (Technical Contact)  
**Terry Jordan**  
 (Technical Contact)  
**Eric Smith**  
 (Technical Contact)

**Phone: 407.841.2279 ext: 6036**

**Item Name: Ridership Report**  
**Date: 12/6/2007**

### September 2007 DRAFT

#### All Services (Fixed Route, Special Shuttles, Access LYNX and VanPlan) – Comparison to Prior Year

	September 2006	September 2007	Percentage +/-
Total Monthly	2,138,569	2,190,960	2.4%
Average Weekday	85,372	89,845	5.2%
Annual Ridership	25,326,317	26,067,842	2.9%
Number of Weekdays	21	19	-9.5%

September 2007 experienced a system-wide ridership total of 2,190,960, showing an increase of 2.4% from the 2,138,569 boardings recorded in September 2006. Average weekday boardings are up by 5.2% (4,473 additional riders) from the previous year. **System-wide year to date ridership is 26,067,842, up by 2.9% from last year's 25,326,317.**

#### Fixed Route – Comparison to Prior Year

	September 2006	September 2007	Percentage +/-
Total Monthly	2,078,545	2,130,216	2.5%
Average Weekday	82,899	87,188	5.2%
Annual Ridership	24,570,957	25,289,964	2.9%
Number of Weekdays	21	19	-9.5%

Fixed route ridership for September 2007 totaled 2,130,216, reflecting an increase of 2.5% when compared to the 2,078,545 passengers carried in September 2006.

**Fixed Route – Comparison to Prior Month**

	August 2007	September 2007	Percentage +/-
Total Monthly	2,324,994	2,130,216	-8.4%
Average Weekday	85,140	87,188	2.4%
Number of Weekdays	23	19	-17.4%

Comparisons of September 2007 to the prior month's boardings (August 2007) reflect a decrease of 8.4% (194,778 riders). September 2007 also saw an increase of 2.4% in the average number of passengers riding per weekday (a difference of 2,048 riders) when compared to the average weekday ridership for August 2007 of 85,140.

New route comparison to prior month includes:

- Link 204 Clermont Express average weekday ridership for September 2007 is down 12.3% from August 2007 (a loss of 9 riders per day).
- Link 405 Apopka Circulator average weekday ridership is 346 (monthly total 8,210).
- Link 414 UCF Alafaya-Waterford Lakes Circulator average weekday ridership is 282 (monthly total 6,432).

**Individual Fixed Route Comparison to Prior Year**

Comparisons of individual route ridership during September 2007 show 11 routes to have experienced a decline in ridership greater than 10% when compared to September 2006.

While Link 44 Clarcona / Zellwood shows a decrease of 13.3% from September 2006, Link 405 Apopka Circulator has picked up the old Link 44's alignment in Apopka and has 8210 riders for September 2007. When these two are combined they show an increase of 33.8% total monthly ridership over Link 44 in September 2006. Average weekday ridership in Apopka (Links 44 and 405) has increased 37.6% over August 2006. This translates to an additional 280 daily riders over previous year.

While ridership on some of the 300's is down, the new Link 305 and the realignment of Link 50 and 56 have picked up much (if not all) of those apparent decreases. Total ridership to Disney is a better indicator of service performance as route alignments have changed to such extent as to make direct comparisons by route difficult. When all Disney service is taken into account (300's, 50, & 56) there is actually an increase of 22.9% over prior year, or an additional 724 average weekday riders.

**Route Decreases Greater Than 10%**

- Link 54 – Old Winter Garden Rd. (-24.8%)
- Link 34 – Sanford/Goldsboro (-22.7%)
- Link 1 – N Orange Ave./Altamonte Mall (-16.3%)
- Link 53 – Story Rd./Tildenville (-15.0%)



- Link 22 – Richmond Estates (-13.9%)
- Link 44 – Clarcona/Zellwood (-13.3%)
- Link 47 – Oviedo (-13.2%)
- Link 300-305 – Downtown Disney Direct (-13.1%)
- Link 52 – Pine Castle/Tradeport (-11.4%)
- Link 12 – Buenaventura Lks/Boggy Ck (-10.7%)
- Link 20 – Malibu/Pine Hills (-10.2%)

In contrast, September 2007 produced 13 routes with increases of 10% or greater when compared to September 2006.

Link 30 – Colonial Dr. Crosstown had the greatest increase of 31.7%; this is thought to be primarily due to the increase to 30-minute headways.

Link 8 shows a 16.5% increase over previous year. This translates to an increase of over 1380 riders on the average weekday. This increase correlates directly to the improvement of Link 8's headways to 10-minutes with the April 2007 Bid Change.

#### **Route Increases Greater Than 10%**

- Link 30 – Colonial Dr. Crosstown (+31.7%)
- Link 56 – West U.S. 192/Magic Kingdom (+31.5%)
- Link 57 – John Young Pkwy. (+22.2%)
- Link 24 – Millenia (+19.5%)
- Link 45 – Lake Mary (+18.2%)
- Link 50 – Downtown Orlando/Magic Kingdom (+17.9%)
- Link 43 – Central Florida Pkwy. (+17.8%)
- Link 8 – W. Oak Ridge Rd./Int'l Dr. (+16.5%)
- Link 25 – Silver Star Rd. (+15.9%)
- Link 10 – East U.S. 192/St. Cloud (+15.0%)
- Link 200 – Volusia Express (+13.5%)
- Link 33 – Midway/Sanford Airport (+10.6%)
- Link 58 – Shingle Creek (+10.5%)

#### **PickUpLine**

For September 2007, PickUpLine ridership was 181 one-way passenger trips.

**LYNX MONTHLY RIDERSHIP SEPTEMBER 2007 FINAL**

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	104,537	102,808	100,230	102,502	95,244	99,012	93,260	94,228	87,540	88,422	109,469	99,154	1,176,406
VOTRAN 100%	1,390	1,185	916	1,125	963	1,057	1,153	1,317	1,579	1,244	1,542	1,368	14,839
All Other Links	2,012,423	1,877,646	1,890,701	2,051,408	1,853,218	2,063,828	1,982,224	2,076,640	2,025,080	2,022,569	2,213,983	2,029,694	24,099,414
Total Fixed Route	2,117,655	1,981,639	1,991,847	2,155,035	1,949,425	2,163,897	2,076,637	2,172,185	2,114,199	2,112,235	2,324,994	2,130,216	25,289,964
Special Shuttles	238	93	170	19,222	248	66	152	2,054	55	523	65	289	23,175
Access LYNX	45,336	44,859	43,911	45,141	42,674	47,154	45,038	47,820	47,359	47,268	50,510	44,917	551,987
VanPlan	17,579	16,548	14,186	17,195	16,533	18,366	17,513	18,116	15,719	16,799	18,624	15,538	202,716
<b>TOTAL</b>	<b>2,180,808</b>	<b>2,043,139</b>	<b>2,050,114</b>	<b>2,236,593</b>	<b>2,008,880</b>	<b>2,229,483</b>	<b>2,139,340</b>	<b>2,240,175</b>	<b>2,177,332</b>	<b>2,176,825</b>	<b>2,394,193</b>	<b>2,190,960</b>	<b>26,067,842</b>
<b>Final</b>													

**% Change From Fiscal Year 2006 To Fiscal Year 2007**

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	5.9%	5.4%	4.1%	12.7%	2.2%	-5.5%	-3.8%	-7.8%	-13.9%	-9.5%	-2.1%	-4.5%	-1.6%
VOTRAN 100%	7.7%	5.7%	4.9%	3.0%	6.4%	-24.6%	-2.4%	-4.8%	9.0%	-9.5%	7.8%	13.5%	0.9%
All Other Links	3.9%	-2.2%	-4.3%	9.7%	1.0%	1.8%	4.1%	4.5%	4.2%	6.1%	5.8%	2.8%	3.1%
Total Fixed Route	4.0%	-1.8%	-3.9%	9.9%	1.1%	1.5%	3.8%	4.0%	3.4%	5.4%	5.5%	2.5%	2.9%
Special Shuttles		-99.1%	-99.0%	-22.9%	195.2%	17.9%	11.8%	295.8%	17.0%	2390.5%	75.7%	325.0%	-57.0%
Access LYNX	1.4%	-1.1%	2.7%	5.6%	6.2%	2.9%	10.3%	7.2%	7.1%	12.8%	8.5%	0.3%	5.2%
VanPlan	40.9%	34.4%	9.2%	20.5%	16.5%	11.1%	21.0%	12.9%	1.9%	10.5%	4.5%	2.5%	14.6%
<b>TOTAL</b>	<b>4.2%</b>	<b>-2.1%</b>	<b>-4.4%</b>	<b>9.5%</b>	<b>1.3%</b>	<b>1.6%</b>	<b>4.0%</b>	<b>4.2%</b>	<b>3.4%</b>	<b>5.6%</b>	<b>5.5%</b>	<b>2.4%</b>	<b>2.9%</b>

**Fiscal Year 2006**

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	98,726	97,582	96,276	90,962	93,232	104,808	96,949	102,166	101,618	97,651	111,862	103,823	1,195,655
VOTRAN 100%	1,291	1,121	873	1,092	905	1,401	1,181	1,384	1,449	1,374	1,430	1,205	14,706
All Other Links	1,937,622	1,920,566	1,975,403	1,869,830	1,834,244	2,026,533	1,904,243	1,986,650	1,943,254	1,906,376	2,092,485	1,974,421	23,371,625
Total Fixed Route	2,036,671	2,018,428	2,071,897	1,961,065	1,927,702	2,131,691	2,001,487	2,089,162	2,045,234	2,004,370	2,204,705	2,078,545	24,570,957
Special Shuttles	0	10,513	17,536	24,932	84	56	136	519	47	21	37	68	53,949
Access LYNX	44,703	45,345	42,751	42,756	40,178	45,846	40,846	44,621	44,222	41,905	46,551	44,800	524,524
VanPlan	12,478	12,312	12,988	14,271	14,192	16,524	14,474	16,042	15,432	15,200	17,818	15,156	176,887
<b>TOTAL</b>	<b>2,093,852</b>	<b>2,086,598</b>	<b>2,145,172</b>	<b>2,043,024</b>	<b>1,982,156</b>	<b>2,194,117</b>	<b>2,056,943</b>	<b>2,150,344</b>	<b>2,104,935</b>	<b>2,061,496</b>	<b>2,269,111</b>	<b>2,138,569</b>	<b>25,326,317</b>

Due to changes in NTD reporting requirements, all Votran comparisons now reflect 100% of ridership.  
 Previous to FY 2007, LYNX was only reporting 25% of Link 200.

**LYNX AVERAGE DAILY SEPTEMBER 2007 FINAL**

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	3,822	4,339	4,348	4,154	4,089	4,053	3,897	3,933	3,800	3,756	4,384	4,554	4,094
	Sat	1,112	1,847	1,824	1,634	2,505	1,326	1,780	1,091	984	1,158	1,139	1,341	1,478
	Sun	753	862	691	917	861	807	862	667	704	818	1,023	989	829
VOTRAN 100%	Wkday	63	54	46	51	48	48	55	60	69	59	67	72	58
All Other Links	Wkday	76,466	73,964	73,310	76,915	76,596	76,289	77,641	78,033	78,177	77,384	80,756	82,634	77,347
	Sat	50,102	47,340	52,073	53,614	51,287	52,459	52,047	52,636	52,559	52,646	56,873	54,739	52,365
	Sun	28,401	26,676	26,948	29,097	29,279	29,504	28,944	30,140	30,536	31,363	32,467	31,197	29,546
Total Fixed Route	Wkday	80,304	78,316	77,669	81,069	80,685	80,342	81,538	81,966	81,977	81,140	85,140	87,188	81,445
	Sat	51,214	49,187	53,897	55,248	53,792	53,785	53,827	53,727	53,543	53,804	58,012	56,080	53,843
	Sun	29,154	27,538	27,639	30,014	30,140	30,311	29,806	30,807	31,240	32,181	33,490	32,186	30,376
Access LYNX	Wkday	1,893	1,794	1,739	1,780	1,907	1,899	1,901	1,877	1,983	1,906	1,975	1,919	1,881
	Sat	727	764	801	778	801	801	816	791	842	828	867	907	810
	Sun	367	468	527	339	332	343	369	372	378	405	406	400	392
VanPlan	Wkday	740	710	624	719	773	787	777	747	712	722	782	738	736
	Sat	168	135	120	102	144	129	162	128	88	105	105	90	123
	Sun	128	95	98	61	125	103	111	104	81	88	53	68	93
TOTAL LYNX SERVICES	Wkday	82,936	80,820	80,031	83,568	83,365	83,028	84,216	84,590	84,672	83,768	87,897	89,845	84,061
	Sat	52,108	50,086	54,818	56,128	54,738	54,715	54,805	54,646	54,473	54,737	58,983	57,077	54,776
	Sun	29,649	28,101	28,264	30,414	30,597	30,757	30,286	31,283	31,698	32,674	33,949	32,654	30,860
														Final

**% Change From Fiscal Year 2006 TO Fiscal Year 2007**

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	-8.5%	3.9%	40.7%	11.7%	-4.1%	-2.2%	-9.3%	-7.5%	-10.7%	-11.6%	-3.1%	-2.9%	-1.4%
	Sat	-24.3%	18.2%	103.8%	17.8%	112.1%	-11.4%	29.3%	-2.2%	-19.9%	-8.0%	0.4%	11.2%	15.9%
	Sun	2.0%	19.9%	2.2%	28.6%	6.4%	-7.2%	5.1%	-19.0%	-8.6%	-3.9%	24.1%	23.3%	5.7%
VOTRAN 100%	Wkday	3.0%	-3.8%	15.6%	-1.7%	6.5%	-21.1%	-6.9%	-4.8%	9.0%	-13.9%	4.8%	19.6%	-0.1%
All Other Links	Wkday	4.3%	-1.7%	15.0%	9.3%	0.1%	2.7%	2.6%	5.0%	6.0%	6.5%	5.8%	5.7%	5.0%
	Sat	0.9%	-6.3%	23.4%	8.3%	4.3%	3.1%	2.8%	2.7%	3.5%	-1.0%	6.7%	7.1%	4.4%
	Sun	-4.4%	-3.3%	16.0%	18.1%	8.7%	3.7%	5.0%	2.7%	4.0%	0.4%	7.7%	4.2%	4.9%
Total Fixed Route	Wkday	3.7%	-1.4%	16.2%	9.4%	-0.1%	2.4%	2.0%	4.3%	5.1%	5.4%	5.2%	5.2%	4.6%
	Sat	0.2%	-5.6%	25.0%	8.6%	6.9%	2.7%	3.5%	2.6%	3.0%	-1.2%	6.5%	7.2%	4.6%
	Sun	-4.3%	-2.7%	15.6%	18.4%	8.7%	3.4%	5.0%	2.1%	3.6%	0.3%	8.2%	4.7%	4.9%
Access LYNX	Wkday	0.7%	-3.7%	0.7%	2.1%	5.6%	-10.5%	7.1%	7.0%	9.0%	9.4%	7.6%	2.3%	2.9%
	Sat	-2.0%	-0.7%	9.4%	6.3%	11.3%	3.3%	12.1%	7.2%	11.6%	11.6%	13.6%	19.3%	8.6%
	Sun	20.1%	38.8%	78.2%	19.9%	17.8%	1.0%	15.1%	11.6%	19.2%	31.8%	26.1%	16.6%	24.3%
VanPlan	Wkday	35.9%	35.1%	14.2%	21.7%	36.3%	32.5%	35.6%	30.2%	27.4%	25.2%	28.3%	23.7%	28.8%
	Sat	21.6%	2.3%	-3.7%	-37.8%	-4.5%	-22.4%	3.0%	-30.7%	-39.9%	-32.9%	-27.4%	-27.4%	-17.5%
	Sun	77.2%	14.5%	17.6%	-50.4%	-12.6%	-29.9%	-17.9%	-38.5%	-44.1%	-40.1%	-70.4%	-33.1%	-27.0%
TOTAL LYNX SERVICES	Wkday	3.8%	-1.2%	15.8%	9.4%	0.3%	2.3%	2.3%	4.6%	5.3%	5.7%	5.5%	5.2%	4.7%
	Sat	0.2%	-5.5%	24.7%	8.4%	6.9%	2.6%	3.7%	2.6%	3.0%	-1.1%	6.5%	7.3%	4.6%
	Sun	-3.8%	-2.2%	16.4%	18.1%	8.7%	3.2%	5.0%	2.0%	3.6%	0.4%	7.9%	4.7%	5.0%

**Fiscal Year 2006**

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	AVG DAILY FOR YEAR
LYMMO	Wkday	4,176	4,178	3,091	3,720	4,264	4,145	4,298	4,254	4,256	4,251	4,523	4,689	4,154
	Sat	1,469	1,562	895	1,387	1,181	1,497	1,377	1,116	1,228	1,259	1,135	1,206	1,276
	Sun	738	719	676	713	809	870	820	823	770	851	824	802	785
VOTRAN 100%	Wkday	61	56	40	52	45	61	59	63	63	69	64	60	58
All Other Links	Wkday	73,284	75,246	63,736	70,343	76,485	74,297	75,654	74,303	73,742	72,684	76,360	78,195	73,694
	Sat	49,640	50,522	42,215	49,487	49,154	50,882	50,612	51,230	50,768	53,188	53,321	51,109	50,177
	Sun	29,711	27,589	23,225	24,635	26,926	28,457	27,562	29,344	29,372	31,235	30,133	29,928	28,176
Total Fixed Route	Wkday	77,475	79,438	66,837	74,076	80,760	78,457	79,967	78,573	78,014	76,952	80,899	82,899	77,862
	Sat	51,109	52,084	43,110	50,874	50,335	52,379	51,989	52,346	51,996	54,447	54,456	52,315	51,453
	Sun	30,449	28,308	23,901	25,348	27,735	29,327	28,382	30,167	30,142	32,086	30,957	30,730	28,961
Access LYNX	Wkday	1,879	1,863	1,726	1,743	1,806	2,121	1,775	1,754	1,819	1,742	1,835	1,877	1,828
	Sat	741	770	732	732	720	776	728	738	754	742	763	760	746
	Sun	306	337	296	283	282	340	321	333	317	307	322	343	316
VanPlan	Wkday	544	526	546	591	567	594	573	574	559	577	610	596	571
	Sat	138	132	125	164	151	166	157	184	147	156	144	124	149
	Sun	72	83	83	122	143	147	135	169	144	147	179	101	127
TOTAL LYNX SERVICES	Wkday	79,898	81,827	69,109	76,410	83,133	81,172	82,315	80,901	80,392	79,271	83,344	85,372	80,262
	Sat	51,988	52,986	43,967	51,770	51,206	53,321	52,874	53,268	52,897	55,345	55,363	53,199	52,349
	Sun	30,827	28,728	24,280	25,753	28,160	29,814	28,838	30,669	30,603	32,540	31,458	31,174	29,404

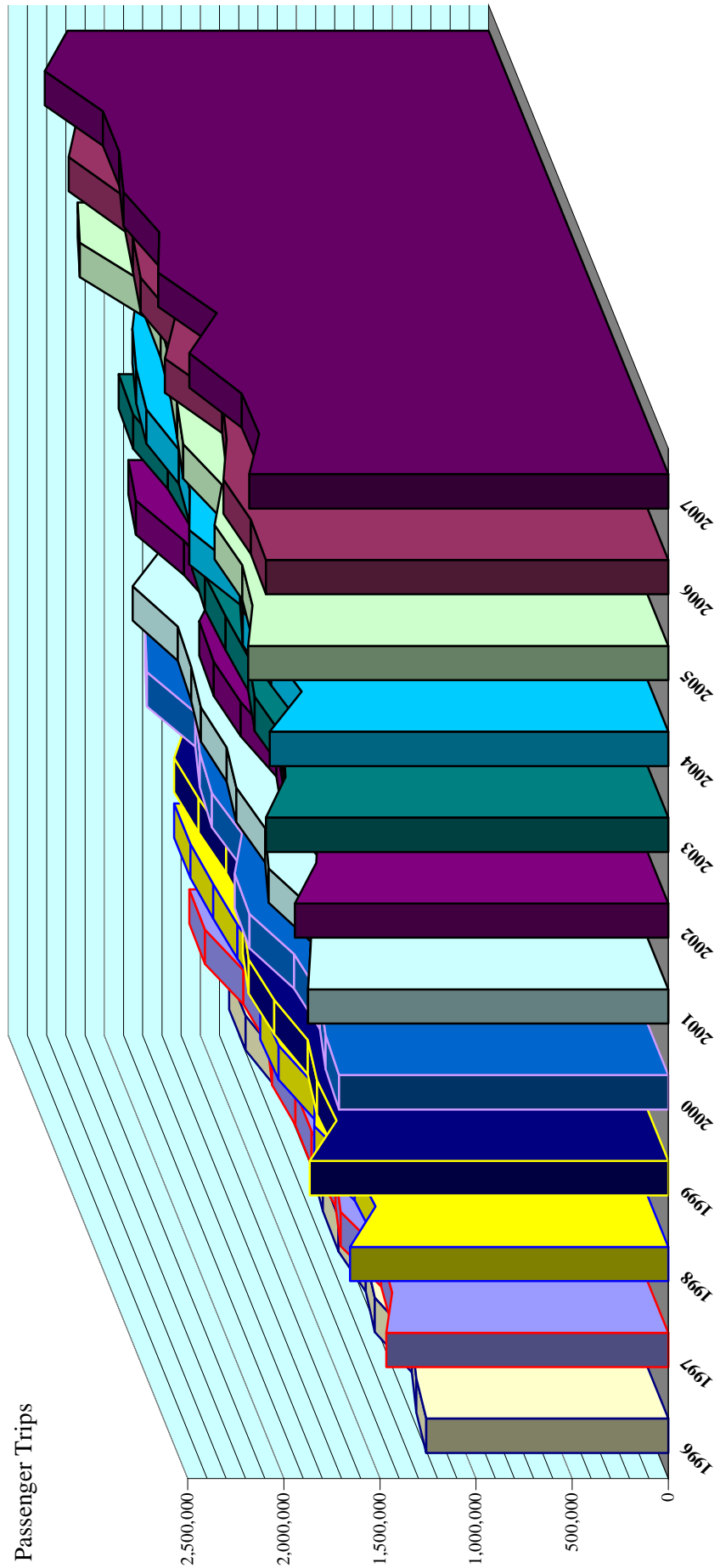
Due to changes in NTD reporting requirements, all Votran comparisons now reflect 100% of ridership. Previous to FY 2007, LYNX was only reporting 25% of Link 200.

ROUTE RIDERSHIP REPORT

Link No	Route	FY 2006 Average Monthly Ridership	Aug-2007	% Change from Aug 07 to Sep 07	Sep-2007	% Change From Previous Year	Change Sep 2007 From FY 2006 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	17,469	21,730	-28.8%	15,469	-16.3%	-11.4%
2	Colonialtown	3,604	4,817	-16.0%	4,047	-0.7%	12.3%
3	Lake Margaret	17,641	20,706	-11.0%	18,425	3.3%	4.4%
4	South U.S. 441/Kissimmee	145,446	168,073	-9.2%	152,632	1.2%	4.9%
5	Lake George/Fort Gatlin	4,743	4,604	0.4%	4,624	-5.4%	-2.5%
6	Dixie Belle	16,591	16,848	-7.4%	15,600	-8.8%	-6.0%
7	S. Orange Ave./Florida Mall	24,339	27,397	-6.9%	25,507	-2.4%	4.8%
8	W. Oak Ridge Rd./Int'l Dr.	159,501	206,551	-6.5%	193,059	16.5%	21.0%
9	N. Orange Ave./Rosemont	30,389	31,342	-1.5%	30,861	-1.0%	1.6%
10	East U.S. 192/St. Cloud	19,996	19,022	20.1%	22,841	15.0%	14.2%
11	S. Orange Ave./OIA	33,633	37,098	-8.1%	34,088	-1.3%	1.4%
12	Buenaventura Lks/Boggy Ck	7,150	7,624	-3.1%	7,388	-10.7%	3.3%
13	University of Central Florida	32,961	36,697	-2.8%	35,681	-3.4%	8.3%
14	Princeton Street/Plymouth Apts.	5,906	5,843	1.9%	5,955	-6.1%	0.8%
15	Curry Ford Rd./V.C.C. East	47,878	45,565	-1.9%	44,681	-9.4%	-6.7%
16	College Park/The Meadows	10,076	10,267	0.5%	10,318	-0.2%	2.4%
17	North U.S. 441/Apopka	52,533	52,737	-8.3%	48,355	-8.5%	-8.0%
18	S. Orange Ave./Kissimmee	35,465	41,338	-10.9%	36,815	-0.5%	3.8%
19	Richmond Heights	29,411	30,369	-3.7%	29,247	-8.3%	-0.6%
20	Malibu/Pine Hills	67,682	68,304	-9.3%	61,972	-10.2%	-8.4%
200	Volusia Express	1,225	1,542	-11.3%	1,368	13.5%	11.7%
204	Clermont Express	N/A	1,722	-27.6%	1,247	N/A	N/A
209	UCF/Downtown Orlando Late Night Shuttle	N/A	N/A	N/A	N/A	N/A	N/A
21	Carver Shores/Tangelo Park	82,910	94,618	-15.1%	80,366	-2.1%	-3.1%
22	Richmond Estates	26,883	27,706	-11.4%	24,536	-13.9%	-8.7%
23	Winter Park/Forest City	26,274	24,939	-2.1%	24,413	-3.1%	-7.1%
24	Millenia	9,663	12,132	-4.5%	11,584	19.5%	19.9%
25	Silver Star Rd.	71,884	79,952	5.2%	84,096	15.9%	17.0%
26	Pleasant Hill Rd./Poinciana	15,658	19,361	-6.8%	18,037	8.9%	15.2%
27	Plant St./Oakland	7,161	7,695	-5.9%	7,243	-9.0%	1.2%
28	E. Colonial Dr./Azalea Park	43,586	48,214	-11.3%	42,746	-2.1%	-1.9%
29	E. Colonial Dr./Goldenrod	41,211	44,673	-14.8%	38,057	-8.5%	-7.7%
30	Colonial Dr. Crosstown	50,240	57,085	18.6%	67,694	31.7%	34.7%
300-305	Downtown Disney Direct	17,554	17,195	-10.6%	15,368	-13.1%	-12.5%
31	Lymmo	97,823	109,469	-9.4%	99,154	-4.5%	1.4%
32	Union Park/Bithlo	4,604	5,264	-15.8%	4,432	-7.6%	-3.7%
33	Midway/Sanford Airport	2,284	3,156	-7.8%	2,909	10.6%	27.4%
34	Sanford/Goldsboro	7,900	8,553	-20.5%	6,802	-22.7%	-13.9%
36	Lake Richmond	23,852	23,768	-1.4%	23,447	-1.8%	-1.7%
37	Park Promenade Plaza/Florida Mall	62,827	73,947	-12.9%	64,372	-0.3%	2.5%
38	Downtown Orlando/Int'l Dr.	15,033	16,212	-14.2%	13,917	-1.5%	-7.4%
39	U.S. 17-92/Sanford	60,891	67,616	-7.0%	62,888	-0.7%	3.3%
40	Americana/Universal Orlando	34,710	45,167	-21.2%	35,611	-1.4%	2.6%
405	Apopka Circulator	N/A	7,552	8.7%	8,210	N/A	N/A
41	S.R. 436 Crosstown	124,447	143,166	-8.4%	131,089	5.7%	5.3%
414	UCF Alafaya/Waterford Lakes	N/A	6,741	-4.6%	6,432	N/A	N/A
42	International Dr./OIA	79,991	91,829	-7.8%	84,706	3.8%	5.9%
43	Central Florida Pkwy.	13,146	17,186	-17.1%	14,241	17.8%	8.3%
44	Clarcona/Zellwood	17,985	17,315	-12.8%	15,100	-13.3%	-16.0%
45	Lake Mary	4,329	6,079	-13.8%	5,240	18.2%	21.1%
46	W. S.R. 46/Seminole Towne Ctr.	13,662	13,978	-3.2%	13,525	-2.1%	-1.0%
47	Oviedo	4,267	3,913	8.3%	4,239	-13.2%	-0.6%
48	W. Colonial Dr./Park Promenade	48,997	50,982	-11.2%	45,283	-8.9%	-7.6%
49	W. Colonial Dr./Pine Hills	50,091	52,004	-7.2%	48,285	-6.6%	-3.6%
50	Downtown Orlando/Magic Kingdom	40,376	53,756	-7.6%	49,677	17.9%	23.0%
51	Conway/OIA	33,708	35,645	-7.2%	33,077	-1.4%	-1.9%
52	Pine Castle/Tradeport	5,573	6,012	-12.3%	5,273	-11.4%	-5.4%
53	Story Rd./Tildenville	9,016	9,025	-13.4%	7,819	-15.0%	-13.3%
54	Old Winter Garden Rd.	14,034	13,320	-17.8%	10,955	-24.8%	-21.9%
55	West U.S. 192/Orange Lake	32,173	51,723	-21.2%	40,750	9.2%	26.7%
56	West U.S. 192/Magic Kingdom	34,876	54,727	-16.4%	45,759	31.5%	31.2%
57	John Young Pkwy.	15,081	21,123	-16.0%	17,743	22.2%	17.7%
58	Shingle Creek	164	2,373	-15.6%	2,003	10.5%	1120.7%
99	Farebox Errors	15,234	21,169	-32.3%	14,326	-2.0%	-6.0%
<b>Total</b>		<b>2,023,734</b>	<b>2,326,536</b>	<b>-8.4%</b>	<b>2,131,584</b>	<b>2.5%</b>	<b>5.3%</b>

Due to changes in NTD reporting requirements, all Votran comparisons now reflect 100% of ridership. Previous to FY 2007, LYNX was only reporting 25% of Link 200.

# LYNX Ridership Growth - All Modes



## Monthly Report E: Marketing Report

**To:** LYNX Board Of Directors

**From:** **Peggy Gies**  
 CHIEF MARKETING OFFICER  
**Courtney Miller**  
 (Technical Contact)  
**Deborah King**  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 6020

**Item Name:** Marketing Report

**Date:** 12/6/2007

### Advertising Sales

ADVERTISING SALES	OCTOBER 2007
Advertising Sales Revenue	\$201,592
Net Revenue to LYNX Fiscal Year to Date	\$201,592

### Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM	
CARPOOL/VANPOOL INQUIRIES	OCTOBER 2007
Phone	70
Internet	66
Letters	91
Matches	36
VANPOOLS	OCTOBER 2007

Commuter Choice Vanpool Participants	644	
Total Revenue Miles YTD	1,055,076	
New Vanpools	0	
Returned Vanpools	1	
Current Vans in Service	59	
Pending Vanpool Interest	Hewitt Associates (1) Southern Technical College (1) Duke Realty (2)	
Employers Contacted	41	
Employees Contacted	506	
Employer Program Presentations	Holiday Inn Select Renaissance Hotel OIA Best Western Lakeside Gaylord Palms Royal Plaza Radisson Resort-Celebration Peabody Orlando Cypress Point Resort Metropolitan Cleaning Wingate by Wyndham Rosen Hotel & Resort Duke Realty	
Employee Vanpool Presentations	<b>LOCATION</b>	<b>PARTICIPANTS</b>
	Duke Realty	300
	Holiday Inn Select	50
	Peabody Healthy Lifestyles Expo	45
	<b>Total Participants</b>	<b>395</b>
Other Business Presentations/Meetings	<b>LOCATION</b>	<b>PARTICIPANTS</b>
	Florida Renewable Energy Expo	20

Partners

LYNX added the following employer programs:

- Holiday Inn Select – Guaranteed Ride Home and Carpool Programs

## **Commuter Services Events**

### Holiday Inn Select Benefits Expo

LYNX participated in a Benefits Expo for Holiday Inn employees. Representatives talked to over 50 individuals about Carpool and Guaranteed Ride Home which was met with great enthusiasm. Our participation resulted in the establishment of a new commuter services program with this hotel.

### Florida Renewable Energy Expo

LYNX representatives participated in the Florida Renewable Energy Expo to promote our programs and services. We talked to vendors and consumers about the environmental benefits of implementing Carpool and Vanpool programs.

### Northpoint/Duke Realty

Duke Realty has partnered with LYNX to provide and promote Vanpool to the employees of tenants who lease space at the Northpoint Industrial Development Park in Seminole County. Duke and LYNX representatives promoted the Vanpool program at three enrollment events. Over 300 people received our information and 46 individuals signed up to be matched for one of the two vans being funded by Duke Realty.

### Peabody Hotel Healthy Lifestyles Expo

LYNX participated in a lifestyles expo for Peabody employees. Representatives talked to over 45 individuals about Carpool, the LYNX Bus Pass Program, and Guaranteed Ride Home, which was met with great enthusiasm. Our participation has resulted in the development of a new business relationship with the Peabody Hotel.

## **Other**

### Kissimmee Industry Partner Forum

A LYNX representative attended the Kissimmee Industry Partner Forum presented by the Kissimmee/Osceola County Chamber of Commerce and the Kissimmee Convention and Visitor's Bureau. This meeting focused on the 2008 marketing campaign by the Kissimmee Convention & Visitor's Bureau on behalf of hotels and businesses in the hospitality industry. Commuter Services participates in these organizations due to the number of hospitality industry employees in Osceola County who rely upon LYNX transportation services.

## **Marketing**

<b>WEBSITE USAGE</b>	<b>OCTOBER 2007</b>
Average Hits per Day	63,366.10
Average Users per Day	1,949.10
Average Hits per User	32.49
Average Time Spent on Site	8 minutes 30 seconds
Approximate Visits per User	1.83
Total Page Hits	509,155



Total User Visits	60,442
Total Unique IP Addresses (visits)	32,955

**Marketing Activities:**

Link 30 at 30

LYNX beat the drums to herald the increased service on the Link 30 route. The event at the Orlando Fashion Square bus stop opened with a performance by the Jones High School Drum Line. After that moving performance, CEO Linda Watson and Commissioner Bill Segal spoke about the improved service and how it was a win for the over 5,000 businesses along the route, as well as a boon for students going to and from the University of Central Florida.

Winter Garden Music Festival

LYNX was a sponsor of the Winter Garden Music Festival in October. Many attendees asked questions about LYNX services, including inquiries on how LYNX could run more frequently and add more service. It was a great opportunity to promote our service to over 3,000 people over the course of two days.

Florida Public Transportation Association (FPTA) 33<sup>rd</sup> Annual Conference

LYNX was proud to host the 33<sup>rd</sup> Annual Conference for the Florida Public Transportation Association. From the opening remarks to the closing banquet, LYNX received numerous compliments for the professionalism and creativity that made the event a memorable one. One featured event was the Spouse Tour, during which FPTA spouses were taken on a tour of the great cultural offerings of Orlando, as well as given opportunities to enjoy Orlando’s world-class dining. The tour of the LYNX Operations Center definitely impressed the crowd as well. And, as an added plus, the LYNX Marketing Department walked away with three first place awards, an honorable mention and a “Best of the Best” award in the marketing competition!

Mickey’s Not So Scary Halloween

Thanks to a partnership with one of our advertisers, LYNX held an “Enter to Win” event for individuals to win tickets to Mickey’s Not So Scary Halloween party, along with a one-night hotel stay and Disney Dollars! The winner and his family, who had never been to Disney before, had a great time thanks to this LYNX event.

WLOQ 30<sup>th</sup> Anniversary Fall for Jazz Concert

Once again, LYNX sponsored a table at the WLOQ 30<sup>th</sup> Anniversary Fall for Jazz Concert. With an opportunity to reach out to approximately 5,000 people, our table stayed busy answering questions about the system and entering people to win a prize from the Grand Bohemian hotel.

**Customer Service**

Customer Service is provided through the call center (providing travel information), fare media sales and information, eligibility/certification section, customer relations, lost & found, LYNX customer ID programs and “How To Ride” presentations.

<b>CALL CENTER DATA</b>	<b>OCTOBER 2007</b>
Number of Calls	37,749
Call-Wait Time in Seconds	:29 (twenty-nine seconds)

<b>SALES &amp; INFORMATION DATA</b>	<b>OCTOBER 2007</b>
Customers serviced through fixed route inquiries/sales	23,757
LYNX fare media sales	\$175,549

<b>CUSTOMER SERVICE DATA</b>	<b>OCTOBER 2007</b>
Internet Inquiries	623
“How To Ride” presentations	6

<b>CUSTOMER RELATIONS DATA</b>	<b>OCTOBER 2007</b>
Customers assisted by telephone, fax, one-on-one	2,924
Concerns/suggestions for Fixed Route (LYNX)	295
Compliments for Fixed Route/Road Rangers	17
Concerns/suggestions for Paratransit (MV)	140
Compliments for Paratransit	6

<b>LOST &amp; FOUND DATA</b>	<b>OCTOBER 2007</b>
Number of items recovered	672
% items returned to owners	27.98%
Advantage IDs issued	88
Kids In School (KIS) & Senior IDs issued	13

<b>ELIGIBILITY DATA</b>	<b>OCTOBER 2007</b>
Paratransit Applications Received	741

## Monthly Report F: Government Relations Report

**To:** LYNX Board Of Directors

**From:** James McLawhorn  
CHIEF GOVERNMENT AFFAIRS OFFICER  
Bryan Stutts  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Legislative Update

**Date:** 12/6/2007

---

The Legislature held two special sessions in October. Special Session C was held October 3-12 to reduce the current year's budget by about \$1 billion dollars. Special Session D, held October 12-29, readdressed property tax reform for the third time this year.

- **SPECIAL SESSION C.** Leading up to the special session, the Legislature held two weeks of committee meetings to hear presentations about proposed budget reductions from agency officials. There were no cuts to transportation dollars despite some of the Governor's recommendations. Transportation was one of the very few areas spared budget reductions.
- **SPECIAL SESSION D.** Beginning on October 12, ten minutes after the special session on budget reductions concluded, the Legislature began its debates on property tax reform in Special Session D. The special session was prompted by a circuit court decision that ruled the property tax constitutional referendum ballot language, slated for the January 29 presidential preference ballot, misleading. The Secretary of State filed an appeal, but Legislative Leaders doubted whether the appellate courts would rule differently. Because 90 days is needed for court review and election supervisors to prepare ballots, the Legislature needed to pass a new property tax relief proposal by October 30.

President Ken Pruitt and Speaker Marco Rubio began the session with an agreement. However, the House reinserted a 3% cap on non-homestead property assessment increases, which created a breakdown in negotiations. On the last day of the special session, the Senate passed a \$9.1 billion total property tax savings version of the proposed constitutional amendment and departed. This left the House in the position of

having to accept the Senate version or not pass property tax relief. The House chose to pass the Senate's offer.

The proposal consists of four components: (1) the doubling of the current homestead tax exemption, from \$25,000 to \$50,000; (2) allowing portability of up to \$500,000 of Save Our Homes assessed value; (3) a \$25,000 personal property exemption for business, and; (4) a 10% annual appraisal cap for non-homestead property. Governor Crist immediately began traveling around the state touting the success and urging citizen approval of the ballot initiative.

- **BUDGET UPDATE.** The executive branch agencies submitted their budget requests for FY 08-09 on October 30. Public hearings were held on October 31 and November 2 to hear agency presentations. The Department of Transportation outlined their policy priorities as they relate to those of the Governor. These include safety first, keeping Florida's economy vibrant and providing better government through technology. Of interest to LYNX is their \$8.65 billion budget focused on public transportation as an important role for improving mobility.
- **ENERGY AND CLIMATE CHANGE.** The Governor's Action Team on Energy and Climate Change, chaired by Department of Environmental Protection Agency Secretary Mike Sole, met in Tallahassee on October 29 and October 30. They met to finalize a series of recommendations to be presented for adoption at their January meeting. They discussed several recommendations regarding mass transit which will be outlined in a future report.
- **COMMISSION ON THE TRANSPORTATION DISADVANTAGED.** The Commission met on October 4 for their quarterly meeting to discuss their 2008 legislative platform. After initially debating six items, the Commission revised their platform to include three items which will be voted upon at a November 2 teleconference meeting. The three items are (1) revise Chapter 427.011 – 427.017, F.S.; (2) create a report making recommendations for improvement to strengthen the coordination of human service transportation in Florida, and; (3) ensure that the funding for the Medicaid Non-emergency Transportation Program remains adequate.
- **METROPLAN ORLANDO.** MetroPlan Orlando met on October 10 where the Board approved the 2008 Legislative Priorities. Among the items of interest for LYNX are the Charter County Transit System Surtax legislation; the \$2 Local Option Rental Car Surcharge; and supporting legislative priorities of partner organizations that are consistent with the direction provided by the METROPLAN ORLANDO Board.

MetroPlan Orlando also previously approved the TRIP Regional Prioritized List for 2009/2010 and 2010/2011 as developed by the Central Florida MPO Alliance. Included in the items was the TRIP request of \$2,665,000 as matching funds for 13 new LYNX buses for providing additional service.

- **RENEWABLE ENERGY GRANT PROGRAM.** LYNX submitted a proposal applying for a Renewable Energy Technologies Grant (administered by the Florida Department of Environmental Protection.) and another proposal to the Florida Farm to Fuel grant program (administered by the Department of Agriculture and Consumer Services) prior to the deadline on October 18.